



**Second Report of
KSV Restructuring Inc.
as CCAA Monitor of
Claire's Stores Canada Corp.**

September 15, 2025

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COURT FILE NO.: CV-25-00748871-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)**

**IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C.
1985, c. C-36, AS AMENDED**

**AND IN THE MATTER OF A PLAN OF COMPROMISE OR
ARRANGEMENT OF CLAIRE'S STORES CANADA CORP.**

SECOND REPORT OF KSV RESTRUCTURING INC., CCAA MONITOR

SEPTEMBER 15, 2025

1. Introduction

1. Pursuant to an order (the "**Initial Order**") issued by the Ontario Superior Court of Justice (Commercial List) (the "**Court**") on August 6, 2025, Claire's Stores Canada Corp. (the "**Applicant**") was granted protection under the *Companies' Creditors Arrangement Act*, R.S.C 1985, c. C-36, as amended (the "**CCAA**") and KSV Restructuring Inc. was appointed monitor of the Applicant (in such capacity, the "**Monitor**").
2. The Applicant is the sole Canadian operating subsidiary of Claire's Stores, Inc. ("**Claire's Stores**"), which is the US operating subsidiary of Claire's Holdings LLC ("**Claire's Holdings**") and collectively with Claire's Stores and its affiliates, including the Applicant, "**Claire's**" or the "**Company**").
3. On August 6, 2025, Claire's Holdings and certain of its U.S. affiliates (the "**Chapter 11 Debtors**") commenced voluntary proceedings (the "**Chapter 11 Proceedings**") under Chapter 11 of Title 11 of the United States Code (the "**Bankruptcy Code**") before the United States Bankruptcy Court for the District of Delaware (the "**US Court**"). The Chapter 11 Proceedings were commenced to facilitate a going-concern sale, an orderly liquidation or a combination of both regarding the Chapter 11 Debtors. The Applicant is not a party to the Chapter 11 Proceedings; it commenced these CCAA proceedings concurrently to address its financial and operational challenges.
4. Pursuant to the Initial Order, the Court, among other things, granted:
 - a) a stay of proceedings (the "**Stay of Proceedings**") in favour of the Applicant up to and including August 15, 2025, or such later date as the Court may order;

- b) a charge (the “**Administration Charge**”) on the Applicant’s current and future assets, property and undertaking (collectively, the “**Property**”) up to \$400,000 to secure the fees and disbursements of the Applicant’s legal counsel, the Monitor, the Monitor’s legal counsel, and Alvarez & Marsal ULC (the “**Restructuring Advisor**”); and
 - c) a charge (the “**Directors’ Charge**”) on the Property up to \$2.9 million, ranking behind the Administration Charge.
- 5. At the comeback hearing in the CCAA proceedings on August 15, 2025 (the “**Comeback Hearing**”), the Court issued an Amended and Restated Initial Order (the “**ARIO**”) which, among other things:
 - a) extended the Stay of Proceedings until and including November 14, 2025, or such later date as the Court may order;
 - b) increased the maximum amount secured by the Administration Charge from \$400,000 to \$750,000; and
 - c) increased the maximum amount secured by the Directors’ Charge from \$2.9 million to \$3.3 million.
- 6. At the Comeback Hearing, the Court also issued an Order (the “**Liquidation Sale Approval Order**”), which, among other things, (i) approved a consulting agreement between the Applicant and a contractual joint venture comprised of Hilco Merchant Retail Solutions, ULC, Gordon Brothers Canada ULC, and SB360 Capital Partners, LLC (the “**Consultant**”) dated as of August 12, 2025 (the “**Consulting Agreement**”); (ii) approved the proposed sale guidelines (the “**Sale Guidelines**”) for an orderly liquidation of the Applicant’s merchandise and inventory and owned furnishings, trade fixtures, and equipment at certain specified stores; and (iii) authorized the Applicant, with the assistance of the Consultant, to undertake a sale in accordance with the terms of the Liquidation Sale Approval Order, the Consulting Agreement and the Sale Guidelines.
- 7. Copies of the ARIO and the Liquidation Sale Approval Order are attached hereto as **Appendices “A” and “B”**, respectively.
- 8. As set out in the First Report of the Monitor to Court dated August 14, 2025 (the “**First Report**”), the Applicant planned to conduct an orderly liquidation of its remaining inventory at all of its store locations, with the assistance of the Consultant, and to vacate those premises, while concurrently exploring alternative potential options, including a refinancing, sale or restructuring, to the extent viable.

9. As discussed further below, the liquidation of an initial 26 stores commenced shortly following the Comeback Hearing, but 77 stores were excluded from the liquidation in accordance with the terms of the Consulting Agreement. A going-concern transaction was explored for the remaining 77 Canadian stores as part of a wider transaction involving the Company's North American business. These efforts ultimately resulted in the proposed Sale Transaction (as defined below).

1.1 Purposes of this Second Report

1. The purposes of this report (the "**Second Report**") are to:
 - a) provide an update on developments relating to the Applicant's restructuring efforts since the Comeback Hearing;
 - b) summarize the marketing process which led to, and the terms of, a proposed transaction (the "**Sale Transaction**") by and among Claire's Holdings, the Applicant and certain other subsidiaries of Claire's Holdings, and AWS Claire's LLC (the "**Purchaser**") pursuant to an Asset Purchase Agreement dated August 18, 2025, as amended by an amendment agreement dated September 8, 2025 (the "**Amendment**") and modified by the Canada Letter Agreement (as defined below) (the "**APS**");
 - c) summarize the terms of a letter agreement dated September 10, 2025, amongst the Applicant, Claire's Holdings, the Monitor (with respect to certain specified provisions) and the Purchaser (the "**Canada Letter Agreement**") which modifies and provides certain additional terms regarding the Sale Transaction as it relates to the Applicant, including designating Claire's Essentials Canada Corp., a newly incorporated affiliate of the Purchaser (the "**Canadian Purchaser**"), as purchaser of the Applicant's assets;
 - d) summarize the Monitor's activities since the Comeback Hearing;
 - e) discuss and provide the Monitor's recommendation that the Court issue the proposed Approval and Vesting Order (the "**AVO**"), among other things:
 - i. approving the Sale Transaction as relates to the Applicant;
 - ii. transferring to and vesting in the Canadian Purchaser all of the Applicant's right, title and interest in and to the Acquired Assets (as defined in the APS) sold by the Applicant pursuant to the APS (the "**Canadian Acquired Assets**") free and clear of all Claims and Encumbrances (each as defined in the draft AVO) other than Assumed Liabilities and Permitted Encumbrances (each as defined in the APS) pertaining to the Applicant or the Canadian Acquired Assets, upon execution and delivery of a certificate by the Monitor (the "**Closing Monitor's Certificate**") confirming completion of the Sale Transaction;

- iii. assigning certain designated Canadian Assumed Leases (as defined below) to the Canadian Purchaser pursuant to section 11.3 of the CCAA upon delivery of the Closing Monitor's Certificate or a subsequent Monitor's Certificate (as defined in the AVO); and
- iv. authorizing the Applicant to execute and file articles of amendment or such other documents or instruments as may be required to change its legal name to its underlying numbered company name (being 6045073 Canada Inc.).

1.2 Restrictions

1. In preparing this Second Report, the Monitor has relied upon certain of the Applicant's unaudited financial information, financial forecasts, books and records, information available in the public domain and discussions with the Applicant's counsel and the Restructuring Advisor.
2. The Monitor has not audited or otherwise attempted to verify the accuracy or completeness of the financial information relied on to prepare this Second Report in a manner that complies with Canadian Auditing Standards ("**CAS**") pursuant to the Chartered Professional Accountants of Canada Handbook and, accordingly, the Monitor expresses no opinion or other form of assurance contemplated under the CAS in respect of such information. Any party wishing to place reliance on the financial information set out herein should perform its own diligence.

1.3 Currency

1. All currency references in this Second Report are in Canadian dollars, unless otherwise specified.

2. Background

1. The Applicant operates a retail business in Canada which sells jewelry and fashion accessories and offers ear-piercing services for tweens, teens and young girls.
2. The Applicant's operations are exclusively brick-and-mortar (its own store locations) and concessions or consigned goods (at other retailers' locations). As of September 1, 2025, the Applicant's retail business consisted of approximately 103 leased retail store locations across 10 provinces. The leases for ten (10) brick-and-mortar locations were terminated by the respective landlord prior to the date of the Initial Order.
3. The Affidavits of Suzanne Stoddard, Claire's Senior Vice President and Chief Accounting Officer, sworn August 6, 2025, August 13, 2025, and September 10, 2025 (the "**Third Stoddard Affidavit**" and, collectively with Ms. Stoddard's earlier affidavits, the "**Stoddard Affidavits**"), provide, *inter alia*, background information with respect to the Applicant's business and operations, the reasons for the commencement of these CCAA proceedings and the Sale Transaction.

4. Additional background information about the Applicant is also provided in the Monitor's prior reports to Court, copies of which are posted on the Monitor's website at: www.ksvadvisory.com/experience/case/claides.

2.1 Chapter 11 Proceedings

1. On August 20, 2025, the Chapter 11 Debtors filed motion materials in support of an order to, among other things, authorize and approve the Sale Transaction as it relates to the Chapter 11 Debtors, free of all liens, claims, encumbrances and other interests, along with related relief (the "**US Sale Approval Motion**").
2. On August 22, 2025, the US Court issued an interim order allowing the Chapter 11 Debtors to secure post-petition financing provided by the Purchaser, use cash collateral, grant liens and super priority administrative expense claims, modify the automatic stay, schedule a final hearing for September 9, 2025, and provide other related relief. On August 25, 2025, the US Court issued an order amending the interim store closing order and granting related relief.
3. The US Sale Approval Motion was heard on September 9, 2025. The US Court granted an order authorizing and approving the Sale Transaction as it relates to the US Debtors on September 10, 2025 (the "**US Sale Approval Order**"). A copy of the US Sale Approval Order is attached as **Appendix "C"**.

3. Marketing Process

1. As described in the Stoddard Affidavits, the Company commenced a sale and marketing process (the "**Marketing Process**") on June 2, 2025, with the objective of identifying one or more value maximizing transactions for the Company's business. The Marketing Process continued through and after the commencement of the Chapter 11 Proceedings and these CCAA proceedings and was overseen by Houlihan Lokey, Inc. ("**Houlihan Lokey**"), the Company's investment banker. Houlihan Lokey has extensive experience in financial restructuring in the retail sector and has advised on several high-profile mandates, including the 2019 restructuring of Neiman Marcus Group.
2. Based on discussions with Houlihan Lokey and a review of materials provided by Houlihan Lokey to the Monitor, the Monitor understands that Houlihan Lokey's activities since launching the Marketing Process on June 2, 2025, included the following:
 - a) preparing marketing materials, a non-disclosure agreement ("**NDA**") and populating a virtual data room ("**VDR**") containing financial models and other financial, operational and legal data which was made accessible to interested parties that had executed an NDA;
 - b) reaching out to 165 prospective purchasers (the "**Buyer's List**"). The Buyer's List included financial buyers and strategic parties potentially interested in a going concern transaction, of which 69 executed NDAs; and

- c) facilitating due diligence by prospective purchasers, including: (i) providing access to due diligence materials through, *inter alia*, the VDR; (ii) arranging calls and meetings with representatives of Claire's Holdings; and (iii) responding to supplementary diligence requests.
- 3. The Marketing Process resulted in five (5) of the interested parties that signed NDAs (including the Purchaser) submitting non-binding Letters of Intent ("**LOI**"), two of which contemplated Claire's continuing as a going concern.
- 4. After discussions with parties that submitted LOIs, the Monitor understands that Houlihan Lokey and Claire's concluded that only the Purchaser's bid provided an actionable going-concern offer and, following improvements to the Purchaser's bid, provided better recoveries than a wind down of Claire's business in North America and was otherwise in the best interest of stakeholders relative to a liquidation, which had been Claire's' (including the Applicant's) initial proposed course of action. The Purchaser's bid contemplated the possibility of acquiring and continuing operations at most of the remaining Canadian stores of the Applicant.
- 5. In addition to the Marketing Process, the Monitor was also contacted by a small number of parties with an interest in acquiring the Applicant's assets following the commencement of the CCAA proceedings. None of these inquiries resulted in the submission of an LOI with respect to the Applicant's business, nor did the Monitor consider any of these interested parties to represent a viable alternative to a liquidation or the proposed Sale Transaction.

4. Sale Transaction

- 1. As outlined further below, the Sale Transaction contemplates Claire's Holdings, the Applicant and other subsidiaries of Claire's Holdings (collectively, the "**Vendors**"), acting as sellers, and the Purchaser, a buyer group headed by Ames Watson LLC ("**Ames Watson**"), purchasing at least 795 (and potentially up to 950) of the Vendor's North American stores along with their inventory, including up to 77 of the Applicant's Canadian stores. Ames Watson is a private investment firm with experience in the retail sector, including Lids Sports Group, South Moon Under, Champion and Mitchell & Ness.
- 2. Ames Watson provided a financial wherewithal letter to Claire's Holdings (which is attached as Exhibit "E" to the Third Stoddard Affidavit) which advises: (i) the Purchaser will be capitalized with cash in an amount sufficient to pay the cash Purchase Price through equity commitments; (ii) current assets acquired through the Sale Transaction are valued in excess of \$75 million; and (iii) the Purchaser has arranged an asset-backed loan to support the normal course working capital liquidity needs of the business.

3. The Sale Transaction includes the assumption of certain liabilities, such as cure costs and rent arrears associated with the acquired contracts and leases and employee-related obligations at the Go-Forward Stores (as defined in the APS). The Sale Transaction is expected to preserve the majority of Claire's business in North America for the benefit of its employees, vendors and landlords.

4.1 The APS

1. A summary of the APS is as follows¹:
 - a) **Vendor:** Claire's Holdings and certain of its subsidiaries, including the Applicant.
 - b) **Purchaser:** AWS Claire's LLC, a corporation established by a buyer group led by Ames Watson.
 - c) **Purchase Price and Deposit:** The Purchase Price is comprised of US \$104 million (subject to Purchase Price Adjustments), a US \$36 million seller note and the payment of the Aggregate Partial September Rent, plus the assumption of the Assumed Liabilities (the "**Purchase Price**"). Two deposits totalling US \$22.5 million were paid by the Purchaser to an escrow agent, a portion of which was subsequently used to fund the DIP financing needs of the US Debtors. Based on discussions with the Restructuring Advisor, the Monitor understands that US \$5 million of the deposit has been released to date.
 - d) **Acquired Assets:** Substantially all of the properties, rights, interests and other assets primarily related to the business held by the Vendors as of the Closing, including the following assets, but excluding the Excluded Assets;
 - i. the Contracts designated in the relevant schedule to the APS and all purchase orders or similar instruments related to such Contracts; all Contracts that are leases governing tangible assets otherwise included in the Acquired Assets; and all Contracts constituting a guarantee, indemnity, or similar arrangement pursuant to which Claire's Holdings or any of its subsidiaries provide a Seller Support Obligation in respect of any other Assigned Contract or Assumed Liability;
 - ii. all Accounts Receivable;
 - iii. all prepaid expenses or deposits subject to Section 1.1(n);
 - iv. any cash on hand at an Acquired Leased Real Property ("**Store Cash**");
 - v. all Leased Real Property listed on the relevant schedule; and
 - vi. all Intellectual Property owned by the Vendors.

¹ The following high-level summary is qualified in its entirety by the APS. Capitalized terms not otherwise defined in this summary have the meanings ascribed to them in the APS.

- e) **Excluded Assets:** Include cash and cash equivalents (excluding Store Cash); Excluded Contracts; current and prior insurance policies of any Vendor; and credits, deposits, prepaid amounts and other rights to refunds in respect of Taxes.
- f) **Assumed Liabilities:** Include, but are not limited to:
 - i. all liabilities of the Vendor under the Assigned Contracts related to and arising from and after the Closing;
 - ii. all cure costs required to be paid pursuant to Section 365 of the Bankruptcy Code and/or any equivalents under the CCAA in connection with the assumption and assignment of the Assigned Contracts;
 - iii. all Liabilities (including all government charges or fees) related to or arising out of the Purchaser's conduct of the Business or the ownership or operation of the Acquired Assets on or after the Closing Date;
 - iv. all Liabilities relating to the Purchaser's employment of the Transferred Employees and all Liabilities and obligations assumed by the Purchaser under Section 6.3 of the APS, including all Liabilities associated with any termination of employment of any Transferred Employee after the Closing; and
 - v. all Liabilities related to gift cards, store credits, customer loyalty programs, and gift certificates, validly issued by the Vendors, including the Applicant, within the one-year period prior to the Closing that are outstanding and redeemable in North America.
- g) **Excluded Liabilities:** All Liabilities of the Vendors other than the Assumed Liabilities.
- h) **Closing Date:** Contemplated to be with two (2) Business Days following the full satisfaction or due waiver of the Closing Conditions set out in Article IV of the APS. Based on discussions with the Restructuring Advisor, the Monitor understands that the estimated closing date is currently September 18, 2025.
- i) **Outside Date:** September 30, 2025.
- j) **Material Closing Conditions:** The closing conditions include, but are not limited to, the following:
 - i. the US Court shall have entered the US Sale Approval Order and the Canadian Court shall have entered the AVO, and such orders shall not have been stayed, vacated, or modified without the Purchaser's consent;
 - ii. customary bring-downs of the Vendors' and Purchaser's representations and warranties and covenants under the APS;

- iii. the condition relating to the Minimum Core Inventory Threshold was agreed to be deleted pursuant to the Amendment; and
- iv. the Vendors and the Sellers shall have delivered to the other party all items set forth in Section 2.4 and Section 2.5 of the APS, respectively.

2. A copy of the APS is attached hereto as **Appendix “D”**.

4.2 Canada Letter Agreement

1. The Applicant, Claire’s Holdings, the Monitor (with respect to certain specified provisions) and the Purchaser entered into the Canada Letter Agreement, which addresses certain specific matters concerning the Sale Transaction as relates to the Applicant.
2. A summary of the Canada Letter Agreement is as follows²:
 - a) **Canadian Purchaser:** Claire’s Essentials Canada Corp., an affiliate of the Purchaser.
 - b) **Purchase Price payable to Applicant:** The Purchase Price allocated to, and payable to the Applicant on Closing in respect of the Acquired Assets shall be determined in accordance with the methodology set out in Schedule “A” of the Canadian Letter Agreement (the “**Canadian Purchase Price**”) as described further below. To the extent any Aggregate Partial September Rent is payable by the Purchaser in respect of Go-Forward Stores in Canada, such Aggregate Partial September Rent shall be added to the Canadian Purchase Price.
 - c) **Lease Assignment:** The APS contemplates the assignment of up to 77 Go-Forward Stores in Canada to the Canadian Purchaser. The Canadian Purchaser shall designate any Go-Forward Store in Canada as a Non-Acquired Store (as defined in the APS) on or before the earlier of (A) 10 am Eastern Time on the Closing Date and, (B) September 30, 2025. The assignment of Canadian Leases to the Canadian Purchaser is subject to the provisions of Section 1.5(c)(ii) of the APS. Matters regarding the assignment of Canadian Leases are further described in Section 4.3 of this Second Report.
 - d) **Obligations regarding Non-Acquired Stores:** Within three (3) Business Days of designating any Go-Forward Store in Canada as a Non-Acquired Store, the Purchaser is required to fund a pre-estimate of the Canadian Seller’s obligations relating to such Non-Acquired Store for the month of October 2025 (including but not limited to base rent, any percentage rent relating to store proceeds, utilities, common area maintenance charges, and other rents, fees, and costs specified by the applicable Lease) by paying to the Monitor an amount equal to 110% of the amount of Rent (as defined in the ARIIO) paid to the applicable landlord in respect of September 2025 to be held in trust by the Monitor in accordance with the terms of subsection 2(d)(v) of the Canadian Letter

² The following high-level summary is qualified in its entirety by the Canada Letter Agreement. Capitalized terms not otherwise defined in this summary have the meanings ascribed to them in the APS or Canada Letter Agreement.

Agreement. Such funds will either be released to the Applicant to reimburse it for obligations incurred by the Applicant in respect of an applicable Non-Acquired Store for the period from and after October 1, 2025, or released back to the Canadian Purchaser, all as further detailed in subsection 2(d)(v) of the Canadian Letter Agreement. If the amount pre-funded by the Canadian Purchaser is greater than Total NAS Costs (as defined in the Canada Letter Agreement), then the Monitor shall distribute the excess of such funds to the Purchaser; if it is less than the Total NAS Costs, then the Purchaser shall promptly pay the deficiency to the Canadian Seller.

- e) **Breakup Fee and Expense Reimbursement**: Notwithstanding anything to the contrary in the APS, the Applicant shall have no obligation to have to pay any portion of the Expense Reimbursement or the Breakup Fee in the event that either or both become payable pursuant to the APS.
 - f) **Excluded Contract**: The Consulting Agreement, as may be amended or restated from time to time, is an Excluded Contract.
3. A copy of the Canada Letter Agreement is attached hereto as **Appendix “E”**.
 4. The Canadian Purchase Price will be based on the percentage of inventory at the Applicant’s stores relative to the total inventory being acquired by the Purchaser, less a contribution by the Applicant to Claire’s Holdings for post-filing shared services and certain professional fees (as discussed in paragraph 5 below), as illustrated in the table below.

Illustrative Canadian Purchase Price Allocation Methodology	
<i>(\$ in millions, USD)</i>	
Net Cash Purchase Price - Inventory	\$45.1³
Canadian Inventory	\$3.9
US Stores Inventory	\$71.2
Total Acquired Inventory	\$75.1
<i>% Canada</i>	<i>5.2%</i>
Purchase Price (Canada)	\$2.3
Accrued and Unpaid Post-Filing Shared Services and professional fee contribution	\$(1.3)
Estimated Net Proceeds to Canada	\$1.0

³ Represents the cash component of the purchase price for the Sale Transaction net of adjustments for, among other things, reimbursement of an advance by the Purchaser for the purchase of inventory, shrinkage and the Purchaser's allocation for the Company's intellectual property.

5. As reflected above, the estimated Canadian Purchase Price of US \$2.3 million will be reduced by US \$1.3 million which represents a contribution by the Applicant to Claire's Holdings for: (a) shared service costs from August 6, 2025 to the Closing Date (the "**Shared Service Costs**") pursuant to a management services agreement dated February 2, 2003, between the Applicant and Claire's Stores for marketing, sales, IT and administrative support, calculated consistent with historical practice; and (b) a proportionate share of professional costs incurred by the US Debtors to, among other things, commence the restructuring proceedings, continue the Marketing Process and negotiate, document and complete the Transaction. The Monitor believes that the allocation of the Shared Services Costs and proportionate share of professional fees allocated to Canada are reasonable in the circumstances.
6. In connection with discussions amongst the Applicant, the Monitor and the US Debtors relating to the Canadian Purchase Price (including the Shared Services Costs and the professional fee reimbursement described above), Claire's Stores has agreed it will not participate in the first US \$1 million of distributions from the Applicant to unsecured creditors in any claims process conducted by the Applicant. By way of example, if US \$3 million were available for distribution by the Applicant to its unsecured creditors, the first US \$1 million would be distributed to unsecured creditors pro rata, excluding the total value of Claire's Stores' intercompany claim, and the remaining US \$2 million would be distributed to all unsecured creditors pro rata, including the total value of Claire's Stores' intercompany claim. Based on estimated amounts available for distribution to unsecured creditors and the estimated size of the Applicant's unsecured creditor pool excluding the claims of Claire's Stores (as reflected in the Liquidation Analysis (as defined and described below)), it is anticipated this will provide a meaningful benefit to the Applicant's arms' length unsecured creditors.

4.3 Lease Assignments

1. As outlined in the Third Stoddard Affidavit, the Applicant is seeking to assign the leases for the Canadian Acquired Stores to the Canadian Purchaser pursuant to section 11.3 of CCAA in the following manner:
 - a) Every retail store location in Canada where a Lease may potentially be assigned to the Canadian Purchaser is specified on Schedule "A" of the proposed AVO (each designated as an "**Eligible Canadian Store**"), including the proposed Cure Costs (according to the Applicant's records) for the relevant Lease for each such Eligible Canadian Store (termed an "**Eligible Canadian Lease**").
 - b) The assignment of an Eligible Canadian Lease to the Canadian Purchaser, and the vesting of the Applicant's right, title, and interest in and to the applicable Eligible Canadian Lease to the Canadian Purchaser free and clear of all Claims and Encumbrances (except for Canadian Assumed Liabilities and Canadian Assumed Encumbrances), will only take effect (and only become a "**Canadian Assumed Lease**") upon delivery of a Monitor's Certificate specifying the Eligible Canadian Store relating to such Eligible Canadian Leases, which Monitor's Certificates must be delivered no later than the Rejection Deadline Date (being September 30, 2025).

- c) the Monitor's Certificate can only list retail stores that are listed in Schedule "A" of the proposed AVO.
 - d) The assignment of an Eligible Canadian Lease shall be subject to the payment of applicable Cure Costs. The applicable Cure Costs shall be in the amounts set out in Schedule "A" to the AVO (unless otherwise agreed to between the Canadian Purchaser the relevant landlord and notified to the Monitor) or disputed as contemplated by the AVO.
 - e) To the extent a counterparty to an Eligible Canadian Lease has disputed the amount of Cure Costs payable to it by written notice to the Applicant and the Monitor received prior to the date of the AVO and such dispute has not been resolved prior to the Closing Date, (i) the Applicant, in consultation with the Canadian Purchaser and Monitor, is authorized and empowered to elect to not assign such Eligible Canadian Lease, without any adjustment to the Purchase Price, (ii) the Canadian Purchaser may elect to designate such Eligible Canadian Lease as an Excluded Contract, without any adjustment to the Purchase Price, or (iii) the Canadian Purchaser (or an affiliate on its behalf) may deposit the incremental amount claimed by the counterparty to the applicable Eligible Canadian Lease in reserve with the Monitor pending resolution of such dispute by mutual agreement or further Order of this Court, and notwithstanding the dispute, the applicable Eligible Canadian Lease(s) will, provided that the applicable Cure Cost set out on Schedule "A" to the AVO is otherwise paid by the Canadian Purchaser in accordance with the AVO, become Canadian Assumed Lease(s).
2. The Monitor believes that the manner in which the Applicant is proposing to assign the Eligible Canadian Leases pursuant to the AVO is reasonable in the circumstances.
 3. Under the APS and the Canadian Letter Agreement, the Purchaser has until the earlier of 10 am Eastern Time on the Closing Date and September 30, 2025, to designate Go-Forward Stores in Canada as either Acquired Stores or Non-Acquired Stores (*i.e.* stores where Leases will not be assigned to the Canadian Purchaser). This designation will in turn determine whether an Eligible Canadian Leases becomes a Canadian Assumed Lease pursuant to the AVO.
 4. As the deadline for the Purchaser to designate Go-Forward Stores in Canada as Non-Acquired Stores will not occur until following the hearing for the AVO, the Monitor requested that the Purchaser provide guidance to the Monitor on the number of Canadian stores it expects to take over and continue to operate. On September 15, 2025, the Purchaser advised the Monitor that it has been in discussions with the various Canadian landlords and expects to take over between 40 – 80 of the Applicant's current and former locations through a combination of: a) assumption of leases through the CCAA process discussed above; and b) arrangements with landlords of stores whose historical lease with the Applicant has been terminated and where the premises have not yet been re-leased. The foregoing advice to the Monitor is not a binding commitment and the Purchaser will make its designations in accordance with the APA and the Canada Letter Agreement.

4.4 Liquidation Analysis

1. An estimate of recoveries (the “**Liquidation Analysis**”) was prepared by the Restructuring Advisor, in consultation with the Monitor, to compare the estimated results of a full liquidation of the Applicant’s inventory from its leased locations by the Consultant to those pursuant to the APS, as modified by the Canada Letter Agreement. The results are based on estimates under both scenarios from the week ending September 5, 2025 and either completion of a liquidation or closing of the Sale Transaction, and with the Applicant making an assignment into bankruptcy thereafter, with any distributions being made in a bankruptcy.
2. The Monitor notes that the Liquidation Analysis is subject to various assumptions detailed therein and that actual results may be materially different from estimates. Importantly, no claims process has been conducted to date and all estimates of creditor claims are based on the Applicant’s books and records.
3. Subject to the underlying assumptions detailed therein, the Liquidation Analysis estimates the following:

<i>\$CAD 000's; unaudited</i>	Sale Transaction	Liquidation
Cash on Hand – as of September 5, 2025	5,487	5,487
Proceeds – Sale Transaction ⁴	1,400	-
Proceeds - Liquidation	1,986	7,231
Total Receipts	8,873	12,718
Operating Costs	(4,244)	(9,989)
Professional Fees	(1,031)	(1,381)
Proceeds Available for Distribution to Creditors	3,598	1,348
Estimated Preferred Creditor Claims ⁵	(248)	(839)
	3,350	509
Unsecured Landlord Claims ⁶	(367)	(3,125)
Trade Creditor Claims	(1,396)	(1,396)
Employee Claims	(452)	(1,777)
Related Party Claims	(73,636)	(73,636)
Contingency for Other Unsecured Claims	(500)	(500)
Unsecured Creditor Recovery, before costs ⁷	4.4%	0.6%

⁴ Converted from USD to CAD at 1.40.

⁵ Preferred creditor claims represent actual arrears of rent up to three months for 26 stores expected to be disclaimed in the Sale Transaction scenario (assuming the remainder are assumed) and for 103 stores to be disclaimed in the liquidation scenario.

⁶ Unsecured landlord claims assume, for illustration purposes, 3 months of accelerated rent for 26 stores in the Sale Transaction scenario (assuming the remainder are assumed) and for 103 stores in the liquidation scenario. This line item excludes claims from landlords for leases terminated prior to the date of the Initial Order.

⁷ Based on a pro rata distribution to unsecured creditors, including related parties. Does not reflect the impact of the subordination by Claire’s Stores of the first US \$1 million to be distributed, as discussed in Section 4.2, paragraph 6.

4. For illustration purposes, the Sale Transaction scenario assumes that of the Applicant's leases, 77 are assumed by the Canadian Purchaser, which reduces landlord claims against the Applicant by approximately \$3.3 million, and employee claims by approximately \$1.3 million.
5. The Liquidation Analysis is attached hereto as **Appendix "F"**.

4.5 Sale Transaction Recommendation

1. The Monitor respectfully recommends that this Court approve the Sale Transaction for the following reasons:
 - a) based on the information provided to the Monitor, the market was canvassed extensively by Houlihan Lokey, an experienced investment bank, for potential transactions involving some or all of Claire's business, including the Applicant's business. The only viable going-concern offer resulting from that process is the proposed Sale Transaction. The Monitor does not believe any further marketing efforts for the Applicant's business are warranted in the circumstances, nor does the Applicant have the required liquidity to complete a further marketing process;
 - b) the Sale Transaction, as modified by the Canada Letter Agreement, is the only executable transaction with a going-concern potential that has been identified for the Applicant's business;
 - c) it is expected that the Sale Transaction will result in a going-concern outcome for the Applicant's business, providing significant benefits to the Applicant and its stakeholders relative to a liquidation, including (i) preserving employment, (ii) the assumption of Leases for Acquired Stores by the Canadian Purchaser (including payment of Cure Costs to landlords and a reduction in claims against the Applicant), and (iii) assumption of the Applicant's gift cards within the one-year period prior to the Closing that are outstanding and redeemable to be assumed (presently estimated to be \$540,000);
 - d) pursuant to the APA and the Canada Letter Agreement, the Purchaser will be responsible for a portion of the Applicant's September rent obligations and the Applicant's rent obligations for the period from and after October 1, 2025, an estimated amount of which will be pre-funded to the Monitor. These agreements minimize the risk associated with ongoing expenses incurred by the Applicant arising as a result of the Sale Transaction;
 - e) based on the Liquidation Analysis, the Sale Transaction provides for superior recoveries to unsecured creditors of the Applicant as compared to a full liquidation of the Applicant's assets;
 - f) the Sale Transaction is supported by Claire's Holdings and its US Debtor affiliates which, based on the Applicant's records, are the Applicant's largest creditors by far arising from the sale of all inventory to the Applicant's stores and all head office and management oversight expenses; and

- g) in the context of the Sale Transaction, the estimated Canadian Purchase Price is reasonable and Claire's Stores' related agreement to subordinate its intercompany claim on the first US \$1 million of distributions to the Applicant's unsecured creditors provides a material benefit to the Applicant's arms' length unsecured creditors.
- 2. If the Sale Transaction is approved by the Court, the AVO provides that, following closing, the Applicant will change its name to its underlying numbered company name (being 6045073 Canada Inc.) and the style of cause in this proceeding will be revised accordingly.

5. Monitor's Activities since the Comeback Hearing

- 1. Since the Comeback Hearing, the Monitor has, among other things:
 - a) corresponded regularly with the Restructuring Advisor regarding the ongoing operations of the Applicant;
 - b) engaged with its counsel, Goodmans LLP, as well as Osler, Hoskin & Harcourt LLP, the Applicant's counsel, regarding various matters relating to these proceedings, including operating matters, financial reporting and the Sale Transaction;
 - c) monitored the Applicant's receipts and disbursements, including disbursements related to payroll, consulting fees and operating expenses;
 - d) reviewed and commented on the Applicant's weekly cash flow reporting as prepared by the Restructuring Advisor, including variance analyses;
 - e) responded to email inquiries from various stakeholders; and
 - f) prepared this Second Report and reviewed all motion materials filed in connection with this motion.

6. Conclusion and Recommendation

- 1. Based on the foregoing, the Monitor respectfully recommends that this Honourable Court grant the relief detailed in Section 1.1(1)(e) of this Second Report.

* * *

All of which is respectfully submitted,

KSV Restructuring Inc.

**KSV RESTRUCTURING INC., IN ITS CAPACITY AS MONITOR OF
CLAIRES STORES CANADA CORP.
AND NOT IN ITS PERSONAL OR CORPORATE CAPACITY**

Appendix “A”



Court File No. CV-25-00748871-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

THE HONOURABLE MADAM

)

FRIDAY, THE 15TH

JUSTICE J. DIETRICH

)

DAY OF AUGUST, 2025

)

IN THE MATTER OF THE *COMPANIES' CREDITORS
ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, AS AMENDED

AND IN THE MATTER OF A PLAN OF COMPROMISE OR
ARRANGEMENT OF CLAIRE'S STORES CANADA CORP.
(the "**Applicant**")

**AMENDED AND RESTATED INITIAL ORDER
(amending the Initial Order dated August 6, 2025)**

THIS APPLICATION, made by the Applicant, pursuant to the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the "**CCAA**") was heard this day via videoconference.

ON READING the affidavit of Suzanne Stoddard sworn August 6, 2025 and the Exhibits thereto (the "**Initial Stoddard Affidavit**"), the affidavit of Suzanne Stoddard sworn August 13, 2025, and the Exhibits thereto, the consent of KSV Restructuring Inc. ("**KSV**") to act as monitor (in such capacity, the "**Monitor**"), the Pre-Filing Report dated August 6, 2025, of KSV in its capacity as proposed Monitor, the First Report of the Monitor dated August 14, 2025, and on hearing the submissions of counsel to the Applicant, the Monitor, and such other counsel present,

SERVICE

1. **THIS COURT ORDERS** that the time for service of the Notice of Application and the Application Record is hereby abridged and validated so that this Application is properly returnable today and hereby dispenses with further service thereof.

DEFINED TERMS AND INTERPRETATION

2. **THIS COURT ORDERS** that capitalized terms that are used in this Order shall have the meanings ascribed to them in the Initial Stoddard Affidavit if they are not otherwise defined herein.

APPLICATION

3. **THIS COURT ORDERS AND DECLARES** that the Applicant is a company to which the CCAA applies.

PLAN OF ARRANGEMENT

4. **THIS COURT ORDERS** that the Applicant shall have the authority to file and may, subject to further order of this Court, file with this Court a plan of compromise or arrangement (hereinafter referred to as the “**Plan**”).

POSSESSION OF PROPERTY AND OPERATIONS

5. **THIS COURT ORDERS** that the Applicant shall remain in possession and control of its current and future assets, undertakings and properties of every nature and kind whatsoever, and wherever situate including all proceeds thereof (the “**Property**”). Subject to further Order of this Court, the Applicant shall continue to carry on business in a manner consistent with the preservation of its business (the “**Business**”) and Property. The Applicant is authorized and empowered to continue to retain and employ the employees, independent contractors, advisors, consultants, agents, experts, appraisers, valuers, brokers, accountants, counsel and such other persons (collectively “**Assistants**”) currently retained or employed by it, with liberty to retain such further Assistants as it deems reasonably necessary or desirable in the ordinary course of business or for the carrying out of the terms of this Order.

6. **THIS COURT ORDERS** that the Applicant shall be entitled to continue to use the central cash management system currently in place as described in the Initial Stoddard Affidavit or replace it with another substantially similar central cash management system (the “**Cash Management System**”), provided that from and after August 6, 2025 (the “**Filing Date**”), no funds on deposit shall be swept to Claire’s Stores master concentration account absent further order of this Court, and that any present or future bank providing the Cash Management System shall not be under any obligation whatsoever to inquire into the propriety, validity or legality of any transfer, payment, collection or other action taken under the Cash Management System, or as to the use or application by the Applicant of funds transferred, paid, collected or otherwise dealt with in the Cash Management System, shall be entitled to provide the Cash Management System without any liability in respect thereof to any Person (as hereinafter defined) other than the Applicant, pursuant to the terms of the documentation applicable to the Cash Management System, and shall be, in its capacity as provider of the Cash Management System, an unaffected creditor under any Plan with regard to any claims or expenses it may suffer or incur in connection with the provision of the Cash Management System.

7. **THIS COURT ORDERS** that the Applicant shall be entitled but not required to pay the following expenses whether incurred prior to, on or after the Filing Date:

- (a) all outstanding and future wages, salaries, employee benefits (including, without limitation, employee medical, dental and similar benefit plans or arrangements), vacation pay and expenses, in each case incurred in the ordinary course of business and consistent with existing compensation policies and arrangements, and all other payroll and benefits processing expenses;
- (b) until and including August 29, 2025 (or such later date as may be Ordered by this Court), all outstanding or future amounts owing in respect of honouring gift cards issued before, on or after the Filing Date, existing customer pre-payments, deposits, discounts or other amounts on account of similar customer programs or obligations, including loyalty programs;
- (c) until and including August 22, 2025 (or such later date as may be Ordered by this Court), all outstanding or future amounts owing in respect of return and exchange policies and refunds;

- (d) with the consent of the Monitor, amounts owing for goods or services supplied to the Applicant prior to the Filing Date by any:
 - (i) providers of credit, debit and gift card processing related services;
 - (ii) logistics, warehouse or supply chain providers, including transportation providers, clearing houses, customs brokers, freight forwarders and security and armoured truck carriers, and including amounts payable in respect of customs and duties for goods;
 - (iii) providers of information, internet, telecommunications, and other technology, including e-commerce providers and related services; and
 - (iv) other suppliers or service providers if such payment is necessary to maintain the uninterrupted operations of the Business; and
- (e) the fees and disbursements of any Assistants retained or employed by the Applicant in respect of these proceedings, at their standard rates and charges.

8. **THIS COURT ORDERS** that, except as otherwise provided to the contrary herein, the Applicant shall be entitled but not required to pay all reasonable expenses incurred by the Applicant in carrying on the Business in the ordinary course after this Order, and in carrying out the provisions of this Order and any other Order of this Court, which expenses shall include, without limitation:

- (a) all expenses and capital expenditures reasonably necessary for the preservation of the Property or the Business including, without limitation, payments on account of insurance (including directors and officers insurance, if and as applicable), maintenance and security services; and
- (b) payment for goods or services actually supplied to the Applicant following the Filing Date.

9. **THIS COURT ORDERS** that the Applicant shall remit, in accordance with legal requirements, or pay:

- (a) any statutory deemed trust amounts in favour of the Crown in right of Canada or of any Province thereof or any other taxation authority which are required to be deducted from the Applicant's employees' wages, including, without limitation,

- amounts in respect of (i) employment insurance, (ii) Canada Pension Plan, (iii) Quebec Pension Plan, (iv) income taxes, and (v) all other amounts related to such deductions or employee wages payable for periods following the Filing Date, and that are of a kind that could be subject to a demand under the statutory provisions specified in subsections 6(3)(a) through (c) of the CCAA;
- (b) all goods and services taxes, harmonized sales taxes or other applicable sales taxes (collectively, “**Sales Taxes**”) required to be remitted by the Applicant in connection with the sale of goods and services by the Applicant, but only where such Sales Taxes are accrued or collected after the Filing Date, or where such Sales Taxes were accrued or collected prior to the Filing Date but not required to be remitted until on or after the Filing Date; and
 - (c) any amount payable to the Crown in right of Canada or of any Province thereof or any political subdivision thereof or any other taxation authority in respect of municipal realty, municipal business, workers’ compensation or other taxes, assessments or levies of any nature or kind which are entitled at law to be paid in priority to claims of secured creditors and which are attributable to or in respect of the carrying on of the Business by the Applicant.

10. **THIS COURT ORDERS** that, until a real property lease (each, a “**Lease**”) to which the Applicant is a party is disclaimed or resiliated in accordance with the CCAA, or otherwise terminated, the Applicant shall pay, without duplication, all amounts constituting rent or payable as rent under such Lease (including, for greater certainty, common area maintenance charges, utilities and realty taxes and any other amounts payable to the applicable landlord (each, a “**Landlord**”) under such Lease, but for greater certainty, excluding amounts owing which are stayed by this Order, accelerated rent or penalties, fees or other charges arising as a result of any default that is stayed by this Order, the insolvency of the Applicant, the commencement of these CCAA proceedings, or the making of this Order) or as otherwise may be negotiated between the Applicant and the Landlord from time to time (“**Rent**”), (a) incurred and relating solely to the period commencing from and including the Filing Date until and including August 15, 2025, as a single payment made forthwith following the Filing Date, (b) incurred and relating solely to the period commencing from and including August 16, 2025, until and including August 31, 2025,

as a single payment made on or about August 18, 2025, and (c) thereafter, twice-monthly in equal payments on the first and fifteenth day of each month, in advance (but not in arrears), in each case save and except for any component of Rent which is percentage rent which, commencing from and including the Filing Date, shall be calculated and paid regarding revenues received during the period from and including the Filing Date in accordance with the terms of such Lease.

11. **THIS COURT ORDERS** that, except as specifically permitted herein, the Applicant is hereby directed, until further Order of this Court: (a) to make no payments of principal, interest thereon or otherwise on account of amounts owing by the Applicant to any of its creditors as of this date); (b) to grant no security interests, trusts, liens, charges or encumbrances upon or in respect of any of its Property; and (c) to not grant credit or incur liabilities except in the ordinary course of the Business.

RESTRUCTURING

12. **THIS COURT ORDERS** that the Applicant shall, subject to such requirements as are imposed by the CCAA or as otherwise ordered by this Court, have the right to:

- (a) permanently or temporarily cease, downsize or shut down any of its business or operations, and to dispose of redundant or non-material assets not exceeding \$50,000 in any one transaction or \$500,000 in the aggregate;
- (b) vacate, abandon or quit the whole but not part of any leased premises and/or disclaim any real property lease, including any Lease, and any ancillary agreements relating to any leased premises;
- (c) without limiting paragraph 12(b), above, disclaim any of its arrangements or agreements of any nature whatsoever and with whomsoever, whether oral or written, in accordance with section 32 of the CCAA;
- (d) terminate the employment of such of its employees or temporarily lay off such of its employees as the Applicant deems appropriate; and

- (e) pursue all avenues of refinancing, restructuring, sale or reorganizing the Business or Property (including sale, transfer or assignment of the Leases to third parties), in whole or part, subject to prior approval of this Court being obtained before any material refinancing, restructuring, sale or reorganizing (except as otherwise permitted by paragraph 12(a) above in respect of redundant or non-material assets),

all of the foregoing to permit the Applicant to proceed with an orderly restructuring of the Business (the “**Restructuring**”).

13. **THIS COURT ORDERS** that the Applicant shall provide each of the relevant Landlords with notice of the Applicant’s intention to remove any fixtures from any leased premises at least seven (7) days prior to the date of the intended removal. The relevant Landlord shall be entitled to have a representative present in the leased premises to observe such removal and, if such Landlord disputes the Applicant’s entitlement to remove any such fixture under the provisions of the applicable Lease, such fixture shall remain on the premises and shall be dealt with as agreed between any applicable secured creditors, such Landlord and the Applicant, or by further Order of this Court upon application by the Applicant on at least two (2) days notice to such Landlord and any such secured creditors. If the Applicant disclaims or resiliates the Lease governing such leased premises in accordance with Section 32 of the CCAA, the Applicant shall not be required to pay Rent under such Lease pending resolution of any such dispute (other than, subject to paragraph 10 hereof, Rent payable for the notice period provided for in Section 32(5) of the CCAA), and the disclaimer or resiliation of such Lease shall be without prejudice to the Applicant’s claim to the fixtures in dispute.

14. **THIS COURT ORDERS** that if a notice of disclaimer or resiliation is delivered pursuant to Section 32 of the CCAA, then (a) during the notice period prior to the effective time of the disclaimer or resiliation, the Landlord may show the affected leased premises to prospective tenants during normal business hours, on giving the Applicant and the Monitor 24 hours’ prior written notice, and (b) at the effective time of the disclaimer or resiliation, the relevant Landlord shall be entitled to take possession of any such leased premises without waiver of or prejudice to any claims or rights such Landlord may have against the Applicant in respect of such Lease or leased premises, provided that nothing herein shall relieve such Landlord of its obligation to mitigate any damages claimed in connection therewith.

NO PROCEEDINGS AGAINST THE APPLICANT OR THE PROPERTY

15. **THIS COURT ORDERS** that until and including November 14, 2025, or such later date as this Court may order (the “**Stay Period**”), no proceeding or enforcement process in any court or tribunal (each, a “**Proceeding**”) shall be commenced or continued against or in respect of the Applicant or the Monitor, or affecting the Business or the Property, except with the written consent of the Applicant and the Monitor, or with leave of this Court, and any and all Proceedings currently under way against or in respect of the Applicant, or affecting the Business or the Property are hereby stayed and suspended pending further Order of this Court.

16. **THIS COURT ORDERS** that, to the extent any prescription, time or limitation period relating to any Proceeding against or in respect of any Applicant that is stayed pursuant to this Order may expire, the term of such prescription, time or limitation period shall hereby be deemed to be extended by a period equal to the Stay Period.

NO EXERCISE OF RIGHTS OR REMEDIES

17. **THIS COURT ORDERS** that during the Stay Period, all rights and remedies of any individual, firm, corporation, governmental body or agency, or any other entities (all of the foregoing, collectively being “**Persons**” and each being a “**Person**”) against or in respect of the Applicant or the Monitor, or affecting the Business or the Property, are hereby stayed and suspended except with the written consent of the Applicant and the Monitor, or leave of this Court, provided that nothing in this Order shall (a) empower the Applicant to carry on any business which it is not lawfully entitled to carry on; (b) affect such investigations, actions, suits or proceedings by a regulatory body as are permitted by Section 11.1 of the CCAA; (c) prevent the filing of any registration to preserve or perfect a security interest; or (d) prevent the registration of a claim for lien.

NO INTERFERENCE WITH RIGHTS

18. **THIS COURT ORDERS** that during the Stay Period, no Person shall discontinue, fail to honour, alter, interfere with, repudiate, terminate or cease to perform any right, renewal right, contract, agreement, lease, sublease, licence or permit in favour of or held by the Applicant, except with the prior written consent of the Applicant and the Monitor, or leave of this Court.

CONTINUATION OF SERVICES

19. **THIS COURT ORDERS** that during the Stay Period, all Persons having oral or written agreements or arrangements with the Applicant or statutory or regulatory mandates for the supply or license of goods, intellectual property, and/or services, including without limitation all computer software, communication and other data services, centralized banking services, cash management services, payment processing services, payroll and benefit services, insurance, freight services, transportation services, importing services, customs clearing, warehouse and logistics services, security services, utility or other services to the Business or the Applicant, are hereby restrained until further Order of this Court from discontinuing, altering, suspending, interfering with or terminating the supply or license of such goods, intellectual property, or services as may be required by the Applicant, and that the Applicant shall be entitled to the continued use of its current premises, telephone numbers, facsimile numbers, internet addresses and domain names, provided in each case, that the normal prices or charges for all such goods or services received after the Filing Date are paid by the Applicant in accordance with normal payment practices of the Applicant or such other practices as may be agreed upon by the supplier or service provider and the Applicant and the Monitor, or as may be ordered by this Court.

NO PRE-FILING VS POST-FILING SET-OFF

20. **THIS COURT ORDERS** that, no Person shall be entitled to set off any amounts that: (a) are or may become due to the Applicant in respect of obligations arising prior to the Filing Date with any amounts that are or may become due from the Applicant in respect of obligations arising on or after the Filing Date; or (b) are or may become due from the Applicant in respect of obligations arising prior to the Filing Date with any amounts that are or may become due to the Applicant in respect of obligations arising on or after the Filing Date, in each case without the consent of the Applicant and the Monitor, or leave of this Court.

NON-DEROGATION OF RIGHTS

21. **THIS COURT ORDERS** that, notwithstanding anything else in this Order other than paragraph 10 of this Order, no Person shall be prohibited from requiring immediate payment for goods, services, use of leased or licensed property or other valuable consideration provided on or after the Filing Date, nor shall any Person be under any obligation on or after the Filing Date to

advance or re-advance any monies or otherwise extend any credit to the Applicant. Nothing in this Order shall derogate from the rights conferred and obligations imposed by the CCAA.

PROCEEDINGS AGAINST DIRECTORS AND OFFICERS

22. **THIS COURT ORDERS** that during the Stay Period, and except as permitted by subsection 11.03(2) of the CCAA, no Proceeding may be commenced or continued against any of the former, current or future directors or officers of the Applicant with respect to any claim against the directors or officers that arose before the Filing Date and that relates to any obligations of the Applicant whereby the directors or officers are alleged under any law to be liable in their capacity as directors or officers for the payment or performance of such obligations.

DIRECTORS' AND OFFICERS' INDEMNIFICATION AND CHARGE

23. **THIS COURT ORDERS** that the Applicant shall indemnify its directors and officers against obligations and liabilities that they may incur as directors or officers of the Applicant after the commencement of the within proceedings, except to the extent that, with respect to any officer or director, the obligation or liability was incurred as a result of the director's or officer's gross negligence or wilful misconduct.

24. **THIS COURT ORDERS** that the directors and officers of the Applicant shall be entitled to the benefit of and are hereby granted a charge (the "**Directors' Charge**") on the Property, which charge shall not, subject to further order of this Court, exceed an aggregate amount of \$3,300,000, as security for the indemnity provided in paragraph 23 of this Order. The Directors' Charge shall have the priority set out in paragraphs 35 and 37 hereof.

25. **THIS COURT ORDERS** that, notwithstanding any language in any applicable insurance policy to the contrary, (a) no insurer shall be entitled to be subrogated to or claim the benefit of the Directors' Charge, and (b) the Applicant's directors and officers shall only be entitled to the benefit of the Directors' Charge to the extent that they do not have coverage under any directors' and officers' insurance policy, or to the extent that such coverage is insufficient to pay amounts indemnified in accordance with paragraph 23 of this Order.

APPOINTMENT OF MONITOR

26. **THIS COURT ORDERS** that KSV is hereby appointed pursuant to the CCAA as the Monitor, an officer of this Court, to monitor the business and financial affairs of the Applicant with the powers and obligations set out in the CCAA or set forth herein and that the Applicant and its shareholders, officers, directors, and Assistants shall advise the Monitor of all material steps taken by the Applicant pursuant to this Order, and shall co-operate fully with the Monitor in the exercise of its powers and discharge of its obligations and provide the Monitor with the assistance that is necessary to enable the Monitor to adequately carry out the Monitor's functions.

27. **THIS COURT ORDERS** that the Monitor, in addition to its prescribed rights and obligations under the CCAA, is hereby directed and empowered to:

- (a) monitor and review the Applicant's receipts and disbursements;
- (b) assist with the Restructuring and the operations of the Applicant;
- (c) liaise with Assistants, to the extent required, with respect to all matters relating to the Property, the Business, and such other matters as may be relevant to the proceedings herein;
- (d) report to this Court at such times and intervals as the Monitor may deem appropriate with respect to matters relating to the Property, the Business and such other matters as may be relevant to the proceedings herein;
- (e) along with the Restructuring Advisor (as defined below), advise the Applicant in its preparation of the Applicant's cash flow statements and other required reporting;
- (f) advise the Applicant in its development of the Plan (if any) and any amendments to the Plan;
- (g) assist the Applicant, to the extent required by the Applicant, with the holding and administering of creditors' or shareholders' meetings for voting on the Plan;

- (h) have full and complete access to the Property, including the premises, books, records, data, including data in electronic form, and other financial documents of the Applicant, wherever located and to the extent that is necessary to adequately assess the Applicant's business and financial affairs or to perform its duties arising under this Order;
- (i) be at liberty to engage independent legal counsel or such other persons, or utilize the services of employees of its affiliates, as the Monitor deems necessary or advisable respecting the exercise of its powers and performance of its obligations under this Order; and
- (j) perform such other duties as are required by this Order or by this Court from time to time.

28. **THIS COURT ORDERS** that the Monitor shall not take possession of the Property and shall take no part whatsoever in the management or supervision of the management of the Business and shall not, by fulfilling its obligations hereunder, be deemed to have taken or maintained possession or control of the Business or Property, or any part thereof.

29. **THIS COURT ORDERS** that nothing herein contained shall require the Monitor to occupy or to take control, care, charge, possession or management (separately and/or collectively, "**Possession**") of any of the Property that might be environmentally contaminated, might be a pollutant or a contaminant, or might cause or contribute to a spill, discharge, release or deposit of a substance contrary to any federal, provincial or other law respecting the protection, conservation, enhancement, remediation or rehabilitation of the environment or relating to the disposal of waste or other contamination including, without limitation, the *Canadian Environmental Protection Act, 1999*, the *Ontario Environmental Protection Act*, the *Ontario Water Resources Act*, or the *Ontario Occupational Health and Safety Act* and regulations thereunder (the "**Environmental Legislation**"), provided however that nothing herein shall exempt the Monitor from any duty to report or make disclosure imposed by applicable Environmental Legislation. The Monitor shall not, as a result of this Order or anything done in pursuance of the Monitor's duties and powers under this Order, be deemed to be in Possession of any of the Property within the meaning of any Environmental Legislation, unless it is actually in possession.

30. **THIS COURT ORDERS** that the Monitor shall provide any creditor of the Applicant with information provided by the Applicant in response to reasonable requests for information made in writing by such creditor addressed to the Monitor. The Monitor shall not have any responsibility or liability with respect to the information disseminated by it pursuant to this paragraph. In the case of information that the Monitor has been advised by the Applicant is confidential, the Monitor shall not provide such information to creditors unless otherwise directed by this Court or on such terms as the Monitor and the Applicant may agree.

31. **THIS COURT ORDERS** that, in addition to the rights and protections afforded the Monitor under the CCAA or as an officer of this Court, neither the Monitor nor any of its directors, officers, employees, advisors or representatives shall incur any liability or obligation as a result of the Monitor's appointment or the carrying out by it of the provisions of this Order, save and except for any gross negligence or wilful misconduct on its part. Nothing in this Order shall derogate from the protections afforded the Monitor by the CCAA or any applicable legislation.

32. **THIS COURT ORDERS** that the Monitor, counsel to the Monitor, counsel to the Applicant, and Alvarez & Marsal Canada ULC in its capacity as operational and restructuring advisor to the Applicant (the "**Restructuring Advisor**") shall be paid their reasonable fees and disbursements, in each case at their standard rates and charges, whether incurred prior to, on or subsequent to the Filing Date, by the Applicant as part of the costs of these proceedings. The Applicant is hereby authorized and directed to pay the accounts of the Monitor, counsel to the Monitor, counsel to the Applicant, and the Restructuring Advisor on a weekly basis or on such terms as such parties may agree and, in addition, the Applicant is hereby authorized to pay to the Monitor, counsel to the Monitor, counsel to the Applicant, and the Restructuring Advisor retainers to be held by them as security for payment of their respective fees and disbursements outstanding from time to time, and any such retainers paid prior to the Filing Date are hereby authorized *nunc pro tunc*.

33. **THIS COURT ORDERS** that the Monitor and its legal counsel shall pass their accounts from time to time, and for this purpose the accounts of the Monitor and its legal counsel are hereby referred to a judge of the Commercial List of the Ontario Superior Court of Justice.

ADMINISTRATION CHARGE

34. **THIS COURT ORDERS** that the Monitor, counsel to the Monitor, counsel to the Applicant, and the Restructuring Advisor shall be entitled to the benefit of and are hereby granted a charge (the “**Administration Charge**”) on the Property, which charge shall not, subject to further order of this Court, exceed an aggregate amount of \$750,000 as security for their professional fees and disbursements incurred at their standard rates and charges, both before and after the making of this Order in respect of these proceedings. The Administration Charge shall have the priority set out in paragraphs 35 and 37 hereof.

VALIDITY AND PRIORITY OF CHARGES CREATED BY THIS ORDER

35. **THIS COURT ORDERS** that the priorities of the security interests granted by the Administration Charge and the Directors’ Charge (collectively, the “**Charges**”), as among them, shall be as follows:

(a) First – Administration Charge (to the maximum amount of \$750,000); and

(b) Second – Directors’ Charge (to the maximum amount of \$3,300,000).

36. **THIS COURT ORDERS** that the filing, registration or perfection of the Charges shall not be required, and that the Charges shall be valid and enforceable for all purposes, including as against any right, title or interest filed, registered, recorded or perfected subsequent to the Charges coming into existence, notwithstanding any such failure to file, register, record or perfect.

37. **THIS COURT ORDERS** that each of the Charges shall constitute a charge on the Property and such Charges shall rank in priority to all other security interests, trusts, liens, charges and encumbrances, claims of secured creditors, statutory or otherwise (collectively, “**Encumbrances**”) in favour of any Person.

38. **THIS COURT ORDERS** that except as otherwise expressly provided for herein, or as may be approved by this Court, the Applicant shall not grant any Encumbrances over any Property that rank in priority to, or *pari passu* with, any of the Charges unless the Applicant also obtains the prior written consent of the Monitor and the beneficiaries of the Charges (collectively, the “**Chargees**”), or further Order of this Court.

39. **THIS COURT ORDERS** that the Charges shall not be rendered invalid or unenforceable and the rights and remedies of the Chargees thereunder shall not otherwise be limited or impaired in any way by (a) the pendency of these proceedings and the declarations of insolvency made herein; (b) any application(s) for bankruptcy or receivership order(s) issued pursuant to the BIA or otherwise, or any bankruptcy or receivership order made pursuant to such applications; (c) the filing of any assignments for the general benefit of creditors made pursuant to the BIA; (d) the provisions of any federal or provincial statutes; or (e) any negative covenants, prohibitions or other similar provisions with respect to borrowings, incurring debt or the creation of Encumbrances, contained in any existing loan documents, lease, sublease, offer to lease or other agreement (collectively, an “**Agreement**”) which binds the Applicant, and notwithstanding any provision to the contrary in any Agreement:

- (i) the creation of the Charges shall not create or be deemed to constitute a breach by the Applicant of any Agreement to which it is a party,
- (ii) none of the Chargees shall have any liability to any Person whatsoever as a result of any breach of any Agreement caused by or resulting from the creation of the Charges; and
- (iii) the payments made by the Applicant pursuant to this Order, and the granting of the Charges do not and will not constitute preferences, fraudulent conveyances, transfers at undervalue, oppressive conduct, or other challengeable or voidable transactions under any applicable law.

40. **THIS COURT ORDERS** that any Charge created by this Order over leases of real property in Canada shall only be a Charge in the Applicant’s interests in such real property leases.

SERVICE AND NOTICE

41. **THIS COURT ORDERS** that the Monitor shall (a) without delay, publish in the Globe & Mail a notice containing the information prescribed under the CCAA; and (b) within five (5) days after the Filing Date, (i) make this Order publicly available in the manner prescribed under the CCAA, (ii) send, or cause to be sent, in the prescribed manner (including by electronic message to the e-mail addresses as last shown in the Applicant’s books and records), a notice to all known creditors having a claim against the Applicant of more than \$1,000, and (iii) prepare a list showing the names and addresses of such creditors and the estimated amounts of those claims, and make it publicly available in the prescribed manner, all in accordance with Section

23(1)(a) of the CCAA and the regulations made thereunder, provided that the Monitor shall not make the claims, names and addresses of individuals who are creditors publicly available, unless otherwise ordered by the Court.

42. **THIS COURT ORDERS** that any employee of any of the Applicant who is sent a notice of termination of employment or any other communication by the Applicant on or after the Filing Date shall be deemed to have received such communication by no later than 8:00 a.m. prevailing Eastern Time on the fourth day following the date any such communication is sent, if such communication is sent by ordinary mail, expedited parcel or registered mail to the individual's address as reflected in the Applicant's books and records; provided, however, that any communication that is sent to an employee of the Applicant by electronic message to the individual's corporate email address and/or the individual's personal address as last shown in the Applicant's books and records shall, (a) if sent by electronic message at or prior to 5:00 p.m. prevailing Eastern Time on a business day, be deemed to have been received by such employee on the date on which such electronic message was sent, or (b) if sent by electronic message after 5:00 p.m. prevailing Eastern Time on a business day or on a day that is not a business day, be deemed to have been received by such employee on the next business day following the date on which such electronic message was sent, notwithstanding that the mailing of any notices of termination of employment or other employee communication was sent pursuant to any other means.

43. **THIS COURT ORDERS** that the Monitor shall create, maintain and update as necessary a list of all Persons appearing in person or by counsel in this proceeding (the "**Service List**"). The Monitor shall post the Service List, as may be updated from time to time, on the Monitor's Website (as hereinafter defined) as part of the public materials to be recorded thereon in relation to this proceeding. Notwithstanding the foregoing, the Monitor shall have no liability in respect of the accuracy of or the timelines of making any changes to the Service List.

44. **THIS COURT ORDERS** that service and electronic service of documents in this proceeding made in accordance with the Consolidated Civil Provincial Practice Direction and the Consolidated Practice Direction for the Toronto Region (collectively, the "**Practice Directions**") (each of which can be found on the Ontario Superior Court of Justice website at <https://www.ontariocourts.ca/scj/filing-procedures/provincial/> and

https://www.ontariocourts.ca/scj/practice_directions/consolidated-practice-direction-toronto-region/) shall be valid and effective service. Subject to Rule 17.05 of the *Rules of Civil Procedure*, RRO 1990, Reg 194 (the “**Rules**”), this Order shall constitute an order for substituted service pursuant to Rule 16.04 of the Rules. Subject to Rule 3.01(d) of the Rules and the applicable Practice Directions, service of documents in accordance with the Practice Directions will be effective on transmission. This Court further orders that a case website for this proceeding shall be established with the following URL: <https://www.ksvadvisory.com/experience/case/claires> (the “**Monitor’s Website**”).

45. **THIS COURT ORDERS** that if the service or distribution of documents in accordance with the Practice Directions or the CCAA and the regulations thereunder is not practicable, the Applicant and the Monitor are at liberty to serve or distribute this Order, any other materials and orders in these proceedings, any notices or other correspondence, by forwarding copies thereof by prepaid ordinary mail, courier, personal delivery, facsimile transmission or electronic message to the Applicant’s creditors or other interested parties at their respective addresses (including e-mail addresses) as last shown in the books and records of the Applicant and that any such service or distribution by courier, personal delivery, facsimile transmission, or electronic message shall be deemed to be received on the next business day following the date of forwarding thereof, or if sent by ordinary mail, on the third business day after mailing.

46. **THIS COURT ORDERS** that any distribution or service in accordance with this Order shall be deemed to be in satisfaction of a legal or judicial obligation, and notice requirements within the meaning of clause 3(c) of the *Electronic Commerce Protection Regulations* (SOR/2013-221).

GENERAL

47. **THIS COURT ORDERS** that any interested party (including the Applicant and the Monitor) may apply to this Court to vary or amend this Order on not less than seven (7) calendar days’ notice to any other party or parties likely to be affected by the order sought or upon such other notice, if any, as this Court may order; provided, however, that the Chargees shall be entitled to rely on this Order as granted and on the Charges and priorities set forth in paragraphs 35 and 37 hereof with respect to any fees, expenses and disbursements incurred, as applicable, until the date this Order may be amended, varied or stayed.

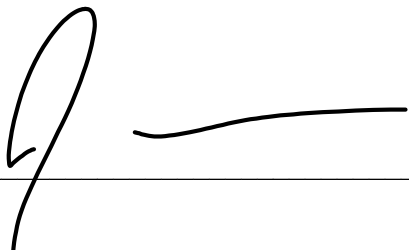
48. **THIS COURT ORDERS** that the Applicant or the Monitor may from time to time apply to this Court to amend, vary or supplement this Order or for advice and directions in the discharge of their respective powers and duties hereunder.

49. **THIS COURT ORDERS** that nothing in this Order shall prevent the Monitor from acting as an interim receiver, a receiver, a receiver and manager, or a trustee in bankruptcy of the Applicant, the Business or the Property.

50. **THIS COURT HEREBY REQUESTS** the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States, to give effect to this Order and to assist the Applicant, the Monitor and their respective agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Applicant and to the Monitor, as an officer of this Court, as may be necessary or desirable to give effect to this Order, to grant representative status to the Monitor in any foreign proceeding, or to assist the Applicant and the Monitor and their respective agents in carrying out the terms of this Order.

51. **THIS COURT ORDERS** that the Applicant and the Monitor be at liberty and is hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order, and that the Monitor is authorized and empowered to act as a representative in respect of the within proceedings for the purpose of having these proceedings recognized in a jurisdiction outside Canada.

52. **THIS COURT ORDERS** that the Initial Order of this Court granted in these proceedings on August 6, 2025 is hereby amended and restated pursuant to this Order, and this Order and all of its provisions are effective as of 12:01 a.m. prevailing Eastern Time on the date of this Order without the need for entry or filing.


A handwritten signature in black ink, consisting of a large, stylized 'J' followed by a horizontal line, is written over a horizontal line.

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF CLAIRE'S STORES
CANADA CORP.

Applicant

Ontario
**SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

Proceeding commenced at Toronto

AMENDED AND RESTATED INITIAL ORDER

OSLER, HOSKIN & HARCOURT LLP

100 King Street West
1 First Canadian Place
Suite 6200, P.O. Box 50
Toronto ON M5X 1B8

Marc Wasserman (LSO# 44066M)

Tel: 416.862.4908

Email: mwasserman@osler.com

Shawn T. Irving (LSO# 50035U)

Tel: 416.862.4733

Email: sirving@osler.com

Sean Stidwill (LSO# 71078J)

Tel: 416.862.4217

Email: sstidwill@osler.com

Andrew Rintoul (LSO# 81955T)

Tel: 416.862.5963

Email: arintoul@osler.com

Fax: 416.862.6666

Lawyers for the Applicant

Appendix “B”



Court File No. CV-25-00748871-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

THE HONOURABLE MADAM

)

FRIDAY, THE 15th

JUSTICE J. DIETRICH

)

DAY OF AUGUST, 2025

)

IN THE MATTER OF THE *COMPANIES' CREDITORS
ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, AS AMENDED

AND IN THE MATTER OF A PLAN OF COMPROMISE OR
ARRANGEMENT OF CLAIRE'S STORES CANADA CORP.

LIQUIDATION SALE APPROVAL ORDER

THIS MOTION, made by Claire's Stores Canada Corp. (the "**Applicant**"), pursuant to the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the "**CCAA**"), for an Order, among other things, (i) approving the consulting agreement between the Applicant and a contractual joint venture comprised of Hilco Merchant Retail Solutions, ULC, Gordon Brothers Canada ULC, and SB360 Capital Partners, LLC (the "**Consultant**") dated as of August 12, 2025 (as may be amended and/or restated in accordance with the terms of this Order, the "**Consulting Agreement**") and the transactions contemplated thereby, and (ii) granting certain related relief, was heard this day via videoconference.

ON READING the Notice of Motion of the Applicant, the affidavit of Suzanne Stoddard sworn August 6, 2025, and the Exhibits thereto (the "**Initial Stoddard Affidavit**"), the affidavit of Suzanne Stoddard sworn August 13, 2025, and the Exhibits thereto (the "**Second Stoddard Affidavit**"), the Pre-Filing Report dated August 6, 2025, of KSV Restructuring Inc. ("**KSV**") in its capacity as proposed monitor, and the First Report of KSV, in its capacity as monitor of the Applicant (in such capacity, the "**Monitor**") dated August 14, 2025 (the "**First Report**"), and on hearing the submissions of counsel to the Applicant, the Monitor, and such other counsel as were present, no one else appearing although duly served as appears from the Certificate of Service of Andrew Rintoul sworn August 13, 2025, filed:

SERVICE AND DEFINITIONS

1. **THIS COURT ORDERS** that the time for service of the Notice of Motion and the Motion Record is hereby abridged and validated so that this Motion is properly returnable today and hereby dispenses with further service thereof.

2. **THIS COURT ORDERS** that any capitalized term used and not defined herein shall have the meaning ascribed thereto in the Amended and Restated Initial Order in these proceedings dated August 15, 2025 (the “**Amended and Restated Initial Order**”), the Sale Guidelines (as defined below), or the Consulting Agreement (attached as Exhibit “D” to the Second Stoddard Affidavit), as applicable.

THE CONSULTING AGREEMENT

3. **THIS COURT ORDERS** that the Consulting Agreement, including the sale guidelines attached as Schedule “A” hereto (the “**Sale Guidelines**”), and the transactions contemplated thereunder are hereby approved, authorized and ratified and that the execution of the Consulting Agreement by the Applicant is hereby approved, authorized, and ratified, *nunc pro tunc*, with such minor amendments to the Consulting Agreement (but not the Sale Guidelines) as the Merchant (with the consent of the Monitor) and the Consultant may agree to in writing. Subject to the provisions of this Order and the Amended and Restated Initial Order, the Merchant is hereby authorized and directed to take any and all actions as may be necessary or desirable to implement the Consulting Agreement and the transactions contemplated therein. Without limiting the foregoing, the Merchant is authorized to execute any other agreement, contract, deed or document, or take any other action, that is necessary or desirable to give full and complete effect to the Consulting Agreement.

THE SALE

4. **THIS COURT ORDERS** that the Merchant, with the assistance of the Consultant, is authorized to conduct the Sale in accordance with this Order, the Consulting Agreement and the Sale Guidelines and to advertise and promote the Sale within the Stores in accordance with the Sale Guidelines.

5. **THIS COURT ORDERS** that, if there is a conflict between this Order, the Consulting Agreement and the Sale Guidelines, the order of priority of documents to resolve such conflicts is as follows: (1) this Order; (2) the Sale Guidelines; and (3) the Consulting Agreement.

6. **THIS COURT ORDERS** that, subject to paragraph 13 of the Amended and Restated Initial Order, the Merchant, with the assistance of the Consultant, is authorized to market and sell, or otherwise dispose of, the Merchandise and FF&E on a “final sale” and/or “as is” basis and in accordance with the Sale Guidelines and the Consulting Agreement, free and clear of all liens, claims, encumbrances, security interests, mortgages, charges, trusts, deemed trusts, executions, levies, and financial, monetary or other claims, whether or not such claims have attached or been perfected, registered or filed and whether secured, unsecured, quantified or unquantified, contingent or otherwise, whensoever and howsoever arising, and whether such claims arose or came into existence prior to or following the date of this Order (in each case, whether contractual, statutory, arising by operation of law, in equity or otherwise) (all of the foregoing, collectively “**Claims**”), including, without limitation, (a) the Administration Charge, the Directors’ Charge, and any other charges hereafter granted by this Court in these proceedings (collectively, the “**CCAA Charges**”); and (b) all Claims evidenced by registrations pursuant to the *Personal Property Security Act* (Ontario), *Personal Property Security Act* (Alberta), *Personal Property Security Act* (British Columbia), *Personal Property Security Act* (Manitoba), the *Personal Property Security Act* (New Brunswick), *Personal Property Security Act, 1993* (Saskatchewan), *Personal Property Security Act* (Nova Scotia), *Personal Property Security Act* (Newfoundland and Labrador), *Personal Property Security Act* (Prince Edward Island), *Register of Personal and Movable Real Rights* (Quebec) or any other personal or movable property registration system (all of such Claims (including the CCAA Charges) collectively referred to herein as the “**Encumbrances**”), which Encumbrances will attach instead to the proceeds of the Sale (other than amounts specified in paragraph 16 of this Order) in the same order and priority as they existed immediately prior to the Sale.

7. **THIS COURT ORDERS** that, subject to the terms of this Order, the Amended and Restated Initial Order and the Sale Guidelines, the Consultant shall have the right to enter and use the Stores and all related store services and all facilities and all furniture, trade fixtures and equipment, including the FF&E, located at the Stores for the purpose of conducting the Sale in accordance with the terms of the Consulting Agreement, the Sale Guidelines, and this Order, and

for such purposes, the Consultant shall be entitled to the benefit of the stay of proceedings granted in favour of the Applicant under the Amended and Restated Initial Order, as such stay of proceedings may be extended by further Order of the Court.

8. **THIS COURT ORDERS** that, until the end of the FF&E Removal Period for each Store (which shall in no event be later than September 30, 2025, or such later date as may be ordered by this Court), the Consultant shall have access to the Stores in accordance with the applicable Leases in accordance with the Sale Guidelines, as applicable, and on the basis that the Consultant is assisting the Merchant, and the Merchant has granted its right of access to the Stores to the Consultant, in accordance with the terms of the Consulting Agreement, the Sale Guidelines, and this Order. To the extent that the terms of the applicable Leases are in conflict with any term of this Order or the Sale Guidelines, the terms of this Order and the Sale Guidelines shall govern.

9. **THIS COURT ORDERS** that nothing in this Order shall amend or vary, or be deemed to amend or vary, the terms of the Leases. Nothing contained in this Order or the Sale Guidelines shall be construed to create or impose upon the Merchant or the Consultant any additional restrictions not contained in the applicable Lease.

10. **THIS COURT ORDERS** that, subject to and in accordance with the Consulting Agreement, the Sale Guidelines and this Order, the Consultant is authorized to advertise and promote the Sale, without further consent of any Person other than (a) the Merchant and the Monitor as provided under the Consulting Agreement; or (b) a Landlord as provided under the Sale Guidelines.

11. **THIS COURT ORDERS** that until the Sale Termination Date (which shall in no event be later than September 23, 2025, or such later date as may be ordered by this Court), the Consultant shall have the right to use, without interference by any Person (including any licensor), all licenses and rights granted to the Merchant to use trade names, trademarks, logos, copyrights or other intellectual property of any Person, solely for the purpose of advertising and conducting the Sale of the Merchandise and FF&E in accordance with the terms of the Consulting Agreement, the Sale Guidelines, and this Order. Any Person with access to such information, including for certainty CBI Distributing Corp. and its applicable affiliates, shall cooperate and provide access to such information to the Consultant to facilitate the Sale.

CONSULTANT LIABILITY

12. **THIS COURT ORDERS** that the Consultant shall act solely as an independent consultant to the Merchant and that it shall not be liable for any claims against the Merchant other than as expressly provided in the Consulting Agreement (including the Consultant's indemnity obligations thereunder) or the Sale Guidelines and, for greater certainty:

- (a) the Consultant shall not be deemed to be an owner or in possession, care, control or management of the Stores, of the assets located therein or associated therewith or of the Merchant's employees located at the Stores, or of any other property of the Merchant;
- (b) the Consultant shall not be deemed to be an employer, or a joint or successor employer, related or common employer or payor within the meaning of any legislation, statute or regulation or rule of law or equity governing employment, labour standards, pension benefits or health and safety for any purpose whatsoever in relation to the Merchant's employees, and shall not incur any successorship liabilities whatsoever (including without limitation, losses, costs, damages, fines or awards); and
- (c) subject to and without limiting the Consultant's indemnification of the Merchant Indemnified Parties pursuant to the Consulting Agreement, the Consultant shall bear no responsibility for any liability whatsoever (including without limitation, losses, costs, damages, fines or awards) relating to Claims of customers, the Merchant's employees and any other Persons arising from events occurring at the Stores during and after the term of the Sale, or otherwise in connection with the Sale, except to the extent that such Claims are the result of events or circumstances caused or contributed to by the gross negligence or wilful misconduct of the Consultant, its employees, Supervisors, independent contractors, agents or other representatives, or otherwise in accordance with the Consulting Agreement.

13. **THIS COURT ORDERS** that, to the extent (a) any Landlord has a claim against the Merchant arising solely out of the conduct of the Consultant in conducting the Sale; and (b) the Merchant has a claim against the Consultant under the Consulting Agreement arising from such conduct, the Merchant shall be deemed to have assigned such claim against the Consultant under

the Consulting Agreement free and clear to the applicable Landlord (the “**Assigned Landlord Rights**”); provided that, each such Landlord shall only be permitted to advance the Assigned Landlord Rights against the Consultant if written notice, including the reasonable details of such claim, is provided by such Landlord to the Consultant, the Merchant and the Monitor during the period commencing on the Sale Commencement Date and ending on the date that is thirty (30) days following the FF&E Removal Period for the applicable Store(s); provided, however, that, the Landlords shall be provided with access to the Stores to inspect the Stores within fifteen (15) days following the FF&E Removal Period for the applicable Store(s).

CONSULTANT AN UNAFFECTED CREDITOR

14. **THIS COURT ORDERS** that the Consulting Agreement shall not be repudiated, resiliated or disclaimed by the Merchant nor shall the claims of the Consultant pursuant to the Consulting Agreement be compromised or arranged pursuant to any plan of arrangement or compromise among the Merchant and its creditors (a “**Plan**”), or any other transaction involving the sale of the Merchant’s assets and business, including without limitation, a sale of the Merchant’s assets or the Merchant’s shares, however implemented (each, a “**Transaction**”). For greater certainty, the Consultant shall be treated as an unaffected creditor in these proceedings, under any Plan or Transaction.

15. **THIS COURT ORDERS** that the Merchant is hereby authorized and directed, in accordance with the Consulting Agreement, to remit all amounts that become due to the Consultant thereunder.

16. **THIS COURT ORDERS** that without limiting the generality of paragraph 3, payment by the Merchant of the Special Purpose Payment to the Consultant is approved, authorized, and ratified, *nunc pro tunc*.

17. **THIS COURT ORDERS** that no Encumbrances shall attach to any amounts payable or to be credited or reimbursed to, or retained by, the Consultant pursuant to the Consulting Agreement, including without limitation, the payment by the Merchant of the Special Purpose Payment to the Consultant, and any amounts to be reimbursed by the Merchant to the Consultant pursuant to the Consulting Agreement and at all times the Consultant will retain such amounts,

free and clear of all Encumbrances, notwithstanding any enforcement or other process or Claims, all in accordance with the Consulting Agreement.

18. **THIS COURT ORDERS** that notwithstanding:

- (a) the pendency of these proceedings;
- (b) any application for a bankruptcy order now or hereafter issued pursuant to the *Bankruptcy and Insolvency Act* (Canada) (“**BIA**”) in respect of the Applicant, or any bankruptcy order made pursuant to any such applications;
- (c) any assignment in bankruptcy made in respect of the Applicant;
- (d) the provisions of any federal, or provincial statute; or
- (e) any negative covenants, prohibitions or other similar provisions with respect to borrowings, incurring debt or the creation of encumbrances, contained in any existing loan documents, lease, mortgage, security agreement, debenture, sublease, offer to lease or other document or agreement to which the Applicant is a party;

the Consulting Agreement and the transactions and actions provided for and contemplated therein, including without limitation, the payment of amounts due to the Consultant and the Assigned Landlord Rights shall be binding on any trustee in bankruptcy that may be appointed in respect of the Applicant and shall not be void or voidable by any Person, including any creditor of the Applicant, nor shall they, or any of them, constitute or be deemed to be a preference, fraudulent conveyance, transfer at undervalue or other challengeable or reviewable transaction, under the CCAA or BIA or any applicable law, nor shall they constitute oppressive or unfairly prejudicial conduct under any applicable law.

PIPEDA

19. **THIS COURT ORDERS** that the Merchant is authorized and permitted to transfer to the Consultant personal information in the Merchant’s custody and control solely for the purposes of assisting with and conducting the Sale and only to the extent necessary for such purposes and the Consultant is hereby authorized to make use of such personal information solely for the purposes as if it were the Merchant, subject to and in accordance with the Consulting Agreement.

GENERAL

20. **THIS COURT HEREBY REQUESTS** the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States, to give effect to this Order and to assist the Applicant, the Monitor and their respective agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Applicant and to the Monitor, as an officer of this Court, as may be necessary or desirable to give effect to this Order, to grant representative status to the Monitor in any foreign proceeding, or to assist the Applicant and the Monitor and their respective agents in carrying out the terms of this Order.

21. **THIS COURT ORDERS** that this Order and all of its provisions are effective as of 12:01 a.m prevailing Eastern Time on the date of this Order.

A handwritten signature in black ink, consisting of a large, stylized 'P' followed by a horizontal line, is written over a horizontal line.

SCHEDULE "A"

Sale Guidelines

The following procedures (the "**Sale Guidelines**") shall apply to the sale (the "**Sale**") of any merchandise, inventory, furniture, fixtures and equipment at the Claire's Stores Canada Corp.'s ("**Merchant**") retail stores set forth in the List of Stores attached as Exhibit "A" to the Consulting Agreement (as defined below), as may be amended from time to time in accordance with the Consulting Agreement (individually, a "**Store**" and collectively, the "**Stores**").

Terms capitalized but not defined in these Sale Guidelines have the meanings ascribed to them in the amended and restated initial order of the Ontario Superior Court of Justice (Commercial List) (the "**Court**") granted on August 15, 2025 in these *Companies' Creditors Arrangement Act* proceedings ("**CCAA Proceedings**") (as may be amended and restated from time to time, the "**Initial Order**").

1. Except as otherwise expressly set out herein, and subject to: (i) the Liquidation Sale Approval Order of the Court granted on August 15, 2025 in the CCAA Proceedings (the "**Approval Order**"), approving the Consulting Agreement between a contractual joint venture comprised of Hilco Merchant Retail Solutions, ULC, Gordon Brothers Canada ULC and SB360 Capital Partners, LLC ("**Consultant**") and Merchant, dated August 12, 2025 (as amended from time to time, the "**Consulting Agreement**") and the transactions contemplated thereunder, (ii) any further Order of the Court, or (iii) any subsequent written agreement between Merchant and its applicable landlord(s) (individually, a "**Landlord**" and, collectively, the "**Landlords**") and approved by Consultant, the Sale shall be conducted in accordance with the terms of the applicable leases/or other occupancy agreements for each of the affected Stores (individually, a "**Lease**" and, collectively, the "**Leases**"). However, nothing contained herein shall be construed so as to create or impose upon Merchant or Consultant any additional restrictions not contained in the applicable Lease.
2. The Sale shall be conducted so that each of the Stores remain open during their normal hours of operation provided for in the respective Leases for the Stores until the earlier of (i) the applicable Sale Termination Date (as defined below) and (ii) the date on which such Lease is disclaimed in accordance with the Initial Order and CCAA or otherwise terminated. The Sale at the Stores shall end on the Sale Termination Date determined pursuant to the Consulting Agreement, which shall be no later than September 23, 2025 (such date, or such other date as determined in accordance with the Approval Order, the "**Sale Termination Date**"). Rent payable under the respective Leases shall be paid by the Merchant up to and including the effective date of any applicable lease disclaimer or other termination as provided in the Initial Order (which, for greater certainty, may be up to seven (7) days following the applicable Sale Termination Date (the "**FF&E Removal Period**") or, in respect of any individual Store, as may otherwise be agreed by Merchant and the applicable Landlord.
3. The Sale shall be conducted in accordance with applicable federal, provincial and municipal laws and regulations, unless otherwise set out herein, in the Approval Order, in the Initial Order, or otherwise ordered by the Court.

4. All display and hanging signs used by Consultant in connection with the Sale shall be professionally produced and all hanging signs shall be hung in a professional manner. Notwithstanding anything to the contrary contained in the Leases, Consultant may advertise the Sale at the Stores as a “everything on sale”, “everything must go”, “store closing”, or similar theme sale at the Stores (provided, however, that no signs shall advertise the Sale as a “bankruptcy”, a “liquidation” or a “going out of business” sale, unless otherwise agreed between the Consultant and applicable Landlord, it being understood that the French equivalent of “clearance” is “liquidation” and is permitted to be used). Forthwith upon request from a Landlord, the Landlord’s counsel, Merchant or KSV Restructuring Inc., in its capacity as Court-appointed monitor (in such capacity, the “**Monitor**”), Consultant shall provide the proposed signage packages along with proposed dimensions by email to the applicable Landlords or to their counsel of record and the applicable Landlord shall notify Consultant of any requirement for such signage to otherwise comply with the terms of the Lease and/or these Sale Guidelines and where the provisions of the Lease conflict with these Sale Guidelines, these Sale Guidelines shall govern. Consultant shall not use neon or day-glow signs or any handwritten signage (save that handwritten “you pay” or “topper” signs may be used). If a Landlord is concerned with “Store Closing” signs being placed in the front window of a Store or with the number or size of the signs in the front window, Merchant, Consultant and the Landlord will work together to resolve the dispute. Furthermore, with respect to enclosed mall Store locations without a separate entrance from the exterior of the enclosed mall, no exterior signs or signs in common areas of a mall shall be used unless explicitly permitted by the applicable Lease and shall otherwise be subject to all applicable laws. In addition, Consultant shall be permitted to utilize exterior banners/signs at stand alone or strip mall Stores or enclosed mall Store locations with a separate entrance from the exterior of the enclosed mall; provided, however, that: (i) no signage in any other common areas of a mall shall be used unless explicitly permitted by the applicable Lease and shall otherwise be subject to all applicable laws; and (ii) where such banners are not explicitly permitted by the applicable Lease and the applicable Landlord requests in writing that banners are not to be used, no banners shall be used absent further Order of the Court, which may be sought on an expedited basis on notice to the service list for these CCAA Proceedings (the “**Service List**”). Any banners used shall be located or hung so as to make clear that the Sale is being conducted only at the affected Store and shall not be wider than the premises occupied by the affected Store. All exterior banners shall be professionally hung and to the extent that there is any damage to the facade of the premises of a Store as a result of the hanging or removal of the exterior banner, such damage shall be professionally repaired at the expense of Consultant.
5. Consultant shall be permitted to utilize sign-walkers and street signage; provided, however, such sign-walkers and street signage shall not be located on the shopping centre or mall premises.
6. The Consultant shall be entitled to include additional merchandise in the Sale; provided that each of the following is satisfied: (i) the additional merchandise is owned by Merchant, is currently in the possession of, or in the control of, the Merchant, or is ordered by or on behalf of the Merchant by an affiliate from an existing supplier in respect of Merchant’s existing SKUs, including merchandise currently in transit to the Merchant or a Store; and

- (ii) the additional merchandise is of the type and quality typically sold in the Stores and is consistent with any restriction on the usage of the Stores as set out in the applicable Leases.
7. Conspicuous signs shall be posted in the cash register areas of each Store to the effect that all sales are “final”.
 8. Consultant shall not distribute handbills, leaflets or other written materials to customers outside of any of the Stores on a Landlord’s property, unless explicitly permitted by the applicable Lease or if distribution is customary in the shopping centre in which the Store is located. Otherwise, Consultant may solicit customers in the Stores themselves. Consultant shall not use any giant balloons, flashing lights or amplified sound to advertise the Sale or solicit customers, except as explicitly permitted under the applicable Lease or agreed to by the applicable Landlord, and no advertising trucks shall be used on Landlord property or mall ring roads, except as explicitly permitted under the applicable Lease or otherwise agreed to by such Landlord.
 9. At the conclusion of the Sale and the FF&E Removal Period in each Store, Consultant shall arrange that the premises for each Store are in “broom-swept” and clean condition, and shall arrange that the Stores are in the same condition as on the commencement of the Sale, ordinary wear and tear excepted. No property of any Landlord of a Store shall be removed or sold during the Sale. No permanent fixtures (other than FF&E (as defined below) for clarity) may be removed without the applicable Landlord’s written consent unless otherwise provided by the applicable Lease and in accordance with the Initial Order and the Approval Order. In addition to the foregoing, unless otherwise agreed with the applicable Landlord, any trade fixtures or personal property left in a Store after the applicable FF&E Removal Period in respect of which the applicable Lease has been disclaimed by Merchant shall be deemed abandoned, with the applicable Landlord having the right to dispose of the same as the Landlord chooses, without any liability whatsoever on the part of such Landlord. Nothing in this paragraph shall derogate from or expand upon Consultant’s obligations under the Consulting Agreement.
 10. Subject to the terms of paragraph 9 above, Consultant may also sell existing furniture, fixtures and equipment owned by Merchant and located in the Stores that are (i) fully owned by Merchant; (ii) owned jointly by Merchant and one or more third-party vendors of Merchant, as directed by Merchant with the consent of the Monitor and agreed to by such third-parties; or (iii) fully owned by a third party if agreed to by such third-party and Merchant with the consent of the Monitor during the Sale and the FF&E Removal Period (collectively, the “**FF&E**”). For greater certainty, FF&E does not include any fixtures and affixed equipment that comprise all or any portion of the Stores’ mechanical, electrical, plumbing, security, HVAC, fire suppression and fire alarm or sprinkler systems. Merchant and Consultant may advertise the sale of FF&E consistent with these Sale Guidelines on the understanding that the applicable Landlord may require such signs to be placed in discreet locations within the Stores reasonably acceptable to such Landlord. Additionally, the purchasers of any FF&E sold during the Sale shall only be permitted to remove such FF&E either through the back shipping areas designated by the applicable Landlord or through other areas after regular Store business hours or, through the front door of the Store during Store business hours if such FF&E can fit in a shopping bag, with the applicable Landlord’s supervision as required by such Landlord and in accordance with the Initial

Order and the Approval Order. Consultant shall repair any damage to the Stores or the shopping mall resulting from the removal of any FF&E of Merchant by Consultant or by third party purchasers of FF&E or personal property from the Consultant.

11. Consultant shall not make any alterations to interior or exterior Store lighting, except as authorized pursuant to the affected Lease. The hanging of exterior banners or other signage, where permitted in accordance with the terms of these Sale Guidelines, shall not constitute an alteration to a Store.
12. Merchant hereby provides notice to the Landlords of Merchant and Consultant's intention to sell and remove FF&E from the Stores. Consultant shall make commercially reasonable efforts to arrange with each Landlord represented by counsel on the Service List and with any other Landlord that so requests, a walk-through with Consultant to identify FF&E subject to the Sale. The relevant Landlord shall be entitled upon request to have a representative present in the applicable Stores to observe such removal. If the relevant Landlord disputes Consultant's entitlement to sell or remove any FF&E under the provisions of the applicable Lease, such FF&E shall remain on the premises and shall be dealt with as agreed between Merchant, Consultant and such Landlord, or by further Order of the Court upon motion by Merchant on at least two (2) days' notice to such Landlord and the Monitor. If Merchant has disclaimed or resiliated the Lease governing such Store in accordance with the CCAA and the Initial Order, it shall not be required to pay rent under such Lease pending resolution of any such dispute (other than rent payable for the notice period provided for in the CCAA and the Initial Order), and the disclaimer or resiliation of the Lease shall be without prejudice to Merchant's or Consultant's claim to FF&E in dispute.
13. If a notice of disclaimer or resiliation is delivered pursuant to the CCAA and the Initial Order to a Landlord while the Sale is ongoing and the Store in question has not yet been vacated, then: (i) during the notice period prior to the effective date of the disclaimer or resiliation, the Landlord may show the affected Store to prospective tenants during normal business hours, on giving Merchant, the Monitor and Consultant at least twenty-four (24) hours' prior written notice; and (ii) at the effective date of the disclaimer or resiliation, the relevant Landlord shall be entitled to take possession of any such Store without waiver of or prejudice to any claims or rights such Landlord may have against Merchant in respect of such Lease or Store, provided that nothing herein shall relieve such Landlord of any obligation to mitigate any damages claimed in connection therewith.
14. Consultant and its agents and representatives shall have the same access rights to the Stores as Merchant under the terms of the applicable Lease, and the Landlords shall have the rights of access to the Stores during the Sale provided for in the applicable Lease (subject, for greater certainty, to any applicable stay of proceedings and the terms of the Initial Order).
15. Merchant and Consultant shall not conduct any auctions of merchandise or FF&E at any of the Stores.
16. Consultant shall designate a party to be contacted by the Landlords should a dispute arise concerning the conduct of the Sale. The initial contact person for Consultant shall be Hilco Merchant Retail Solutions, ULC c/o Hilco Merchant Resources, LLC, 5 Revere Drive,

Suite 206, Northbrook, IL 60062, Attention: T. Kellan Grant, Email: kgrant@hilcoglobal.com. If the parties are unable to resolve the dispute between themselves, the applicable Landlord or Merchant shall have the right to schedule a “status hearing” before the Court on no less than two (2) days’ written notice to the other party or parties and the Monitor, during which time Consultant shall cease all activity in dispute other than activity expressly permitted herein, pending determination of the matter by the Court; provided, however, subject to paragraph 4 of these Sale Guidelines, if a banner has been hung in accordance with these Sale Guidelines and is the subject of a dispute, Consultant shall not be required to take any such banner down pending determination of any dispute.

17. Nothing herein or in the Consulting Agreement is, or shall be deemed to be a sale, assignment or transfer of any Lease to the Consultant nor a consent by any Landlord to the sale, assignment or transfer of any Lease, or shall, or shall be deemed to, or grant to any Landlord any greater rights in relation to the sale, assignment or transfer of any Lease than already exist under the terms of any applicable Lease.
18. These Sale Guidelines may be amended on a Store-by-Store basis by written agreement between Consultant, Merchant and the applicable Landlord, in consultation with the Monitor; provided, however, that such amended Sale Guidelines shall not affect or bind any other Landlord not privy thereto without further Order of the Court approving such amended Sale Guidelines.

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF CLAIRE'S STORES CANADA CORP.

Applicant

Ontario SUPERIOR COURT OF JUSTICE COMMERCIAL LIST	
PROCEEDING COMMENCED AT TORONTO	
LIQUIDATION SALE APPROVAL ORDER	
OSLER, HOSKIN & HARCOURT LLP 100 King Street West 1 First Canadian Place Suite 6200, P.O. Box 50 Toronto ON M5X 1B8 Marc Wasserman (LSO# 44066M) Tel: 416.862.4908 Email: mwasserman@osler.com Shawn T. Irving (LSO# 50035U) Tel: 416.862.4733 Email: sirving@osler.com Sean Stidwill (LSO# 71078J) Tel: 416.862.4217 Email: sstidwill@osler.com Andrew Rintoul (LSO# 81955T) Tel: 416.862.5963 Email: arintoul@osler.com Fax: 416.862.6666 Lawyers for the Applicant	

Appendix “C”

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

In re:	)	
	)	Chapter 11
	)	
CLAIRE’S HOLDINGS LLC, <i>et al.</i> , ¹	)	Case No. 25-11454 (BLS)
	)	
Debtors.	)	(Jointly Administered)
	)	
	)	Re: Docket No. 190

**ORDER (I) AUTHORIZING AND
APPROVING THE SALE OF GOING-CONCERN ASSETS
FREE AND CLEAR OF ALL LIENS, CLAIMS, ENCUMBRANCES
AND OTHER INTERESTS AND (II) GRANTING RELATED RELIEF**

Upon the motion (the “Motion”)² of the above-captioned debtors and debtors in possession (collectively, the “Debtors”) pursuant to sections 105(a), 363, and 365 of title 11 of the United States Code (the “Bankruptcy Code”) and rules 2002, 6004, and 9019 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”) and rule 6004-1 of the Local Rules of the United States Bankruptcy Court for the District of Delaware (the “Local Rules”), seeking entry of an order (this “Sale Order”): (a) approving the Sale Transaction by and between Debtor Claire’s Holdings LLC and certain of its subsidiaries listed on the signature pages of the Asset Purchase Agreement (the “Seller”), and AWS Claire’s, LLC (the “Purchaser”) to acquire certain assets as set forth in the Asset Purchase Agreement (the “Going-Concern Assets”), including: (i) certain leases for retail

¹ The Debtors in these chapter 11 cases, along with the last four digits of their federal tax identification numbers, to the extent applicable, are: Claire’s Holdings LLC (9619); BMS Distributing Corp. (4117); CBI Distributing Corp. (5574); Claire’s (Gibraltar) Holdings Limited (4273); Claire’s Boutiques, Inc. (5307); Claire’s Canada Corp. (7936); Claire’s Intellectual LLC (5274); Claire’s Puerto Rico Corp. (6113); Claire’s Stores, Inc. (0416); Claire’s Swiss Holdings II LLC (7980); Claire’s Swiss Holdings LLC (2299); CLSIP Holdings LLC (1950); CLSIP LLC (9769); and CSI Canada LLC (2343). The Debtors’ mailing address is 2400 West Central Road, Hoffman Estates, IL 60192.

² Capitalized terms used but not otherwise defined herein have the meanings ascribed to them in the Motion, the DIP Orders (as defined herein), or Asset Purchase Agreement.

locations and a distribution center, (ii) all inventory and other tangible personal property and/or improvements to real property associated with the Go-Forward Stores, (iii) the Debtors' IP Assets, and (iv) certain other assets and assumed liabilities;³ (b) authorizing and approving the Debtors to enter into the Asset Purchase Agreement; (c) authorizing the Debtors to sell the Going-Concern Assets to the Purchaser free and clear of liens, claims, encumbrances, and other interests pursuant to section 363(f) of the Bankruptcy Code (as defined herein) and the terms set forth in the Asset Purchase Agreement; (d) approving the releases granted in connection therewith; (e) authorizing the assumption and assignment of certain leases of nonresidential real property and other executory contracts in connection therewith; and (f) granting related relief; and upon the Salemi Declaration and the Frejka Declaration; and this Court having jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334 and the *Amended Standing Order of Reference* from the United States District Court for the District of Delaware, dated February 29, 2012; and this Court having found that this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2); and this Court having found that this Court may enter a final order consistent with Article III of the United States Constitution; and this Court having found that venue of this proceeding and the Motion in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and this Court having found that the relief requested in the Motion is in the best interests of the Debtors' estates, their creditors, and other parties in interest; and this Court having found that the Debtors' notice of the Motion and opportunity for a hearing on the Motion were appropriate and no other notice need be provided; and this Court

³ Any references in this Sale Order to specific assets being acquired or liabilities being assumed by the Purchaser pursuant to the Asset Purchase Agreement, including the term "Going-Concern Assets" or those terms and phrases used in subparagraphs (a)(i)-(iv) of this paragraph are for reference only and any and all assets to be acquired or liabilities to be assumed by the Purchaser are set forth in totality in the Asset Purchase Agreement. Notwithstanding anything to the contrary in this Sale Order, to the extent of any inconsistency between this Sale Order and the Asset Purchase Agreement with respect to assets being acquired or liabilities being assumed by the Purchaser, the Asset Purchase Agreement shall control in all respects.

having reviewed the Motion and having heard the statements in support of the relief requested therein, if any, at a hearing before this Court (the “Sale Hearing”), and this Court having determined that the legal and factual bases set forth in the Motion and at the Sale Hearing establish just cause for the relief granted herein; and upon all of the proceedings had before this Court; and after due deliberation and sufficient cause appearing therefor; it is hereby **FOUND, CONCLUDED, AND DETERMINED THAT:**⁴

I. Notice.

A. As evidenced by certificates filed with the Court [Docket Nos. 239, 257, and 273], proper, adequate, and sufficient notice of, and a reasonable opportunity to object or to be heard regarding, (i) the Motion, (ii) the entry of this Sale Order, and (iii) the transactions contemplated under the Asset Purchase Agreement, including the assumption, assignment and/or transfer of the Assigned Contracts, have been provided to all parties entitled thereto. Such notice constitutes good and sufficient notice of, and a reasonable opportunity to object or be heard regarding, the Motion and the entry of this Sale Order under Bankruptcy Code §§102(1), 363, and 365 and Bankruptcy Rules 2002 (including, without limitation, 2002(i)), 6004, and 6006 and Local Rule 2002-1(b). No other or further notice of, opportunity to object to, or other opportunity to be heard regarding the Motion or the entry of this Sale Order need be given to any entity.

II. Disclosures.

B. The disclosures made by the Debtors in the Motion and related documents filed with the Court concerning the Sale Transaction are sufficient under the circumstances.

⁴ The findings and conclusions set forth herein constitute this Court’s findings of fact and conclusions of law pursuant to Bankruptcy Rule 7052, made applicable to this proceeding pursuant to Bankruptcy Rule 9014. To the extent any of the following findings of fact constitute conclusions of law, they are adopted as such. To the extent any of the following conclusions of law constitute findings of fact, they are adopted as such.

III. Sale in Best Interests of the Debtors' Estates.

C. The Debtors' determination that the sale of the Going-Concern Assets through a private sale on the terms and conditions set forth in the Asset Purchase Agreement is in the best interests of the Debtors' estates constitutes a valid and sound exercise of the Debtors' business judgment. The total consideration provided by the Purchaser for the Going-Concern Assets represents not only a fair and reasonable offer to purchase the Going-Concern Assets, but also the highest or otherwise best offer received by the Debtors for such Going-Concern Assets. No other entity or group of entities has presented any actionable offer, let alone one that is higher or otherwise better to the Debtors to purchase the Going-Concern Assets for greater economic value to the Debtors' estates than the Purchaser. The transactions contemplated under the Asset Purchase Agreement, including the total consideration to be realized by the Debtors thereunder, (i) are the highest or otherwise best offer received by the Debtors for the Going-Concern Assets by the Debtors and (ii) are in the best interests of the Debtors, their creditors, their estates, and other parties in interest. The Debtors, in consultation with their advisors, believe that no further marketing of the Going-Concern Assets would produce a result greater or more favorable than that presented by the Asset Purchase Agreement.

IV. Good Faith.

D. The sales process engaged in by the Debtors and the Purchaser, and the negotiation of the Sale Transaction and the other transactions contemplated by the Asset Purchase Agreement, were non-collusive, in good faith, and substantively and procedurally fair to all parties in interest. The Purchaser is purchasing the Going-Concern Assets in good faith and is a good faith purchaser within the meaning of section 363(m) of the Bankruptcy Code. Neither the Purchaser nor any of its affiliates, officers, directors, members, partners, principals, or shareholders (or equivalent) or

any of their respective representatives, successors, or assigns is an “insider” (as defined under section 101(31) of the Bankruptcy Code) of any Debtor, and, therefore, each such person is entitled to the full protections of section 363(m), and otherwise has proceeded in good faith in all respects in connection with these chapter 11 cases in that: (1) the Purchaser recognized that the Debtors were free to deal with any other party interested in acquiring the applicable Going-Concern Assets; (2) all payments to be made by the Purchaser and other agreements or arrangements entered into, or to be entered into, by the Purchaser in connection with the Sale Transaction and the other transactions contemplated by the Asset Purchase Agreement have been disclosed; (3) the Purchaser has not violated section 363(n) of the Bankruptcy Code by any action or inaction; and (4) the negotiation and execution of the Asset Purchase Agreement, including the Sale Transaction contemplated thereby, were at arms’-length and in good faith. The evidence presented demonstrated that there was no insider influence or improper conduct by the Purchaser or any of its affiliates in connection with the negotiation of the Sale Transaction with the Debtors. The protections afforded by section 363(m) of the Bankruptcy Code are integral to the Sale Transaction, and the Purchaser would not consummate the Sale Transaction without such protections.

V. Highest or Otherwise Best Offer.

E. The Debtors’ marketing process with respect to the Going-Concern Assets, including the Debtors’ pre- and postpetition marketing processes with respect to the Going-Concern Assets, afforded a full, fair, and reasonable opportunity for any person or entity to make a higher or otherwise better offer to purchase the Going-Concern Assets. The Asset Purchase Agreement constitutes the highest or otherwise best offer for the Going-Concern Assets and there was no other transaction available or presented that would have yielded as favorable a result for

the Debtors' estates. The Debtors' determination that the Asset Purchase Agreement constitutes the highest or otherwise best offer for the Purchased Assets constitutes a valid and sound exercise of the Debtors' business judgment. Approval of the Motion and the Asset Purchase Agreement and the consummation of the Sale Transaction is in the best interests of the Debtors' chapter 11 estates, their creditors, and all parties in interest. The Sale Transaction should be approved.

VI. No Collusion.

F. The Sale Transaction and the other transactions contemplated by the Asset Purchase Agreement cannot be avoided under section 363(n) of the Bankruptcy Code. None of the Debtors, the Purchaser, or any of their respective affiliates, officers, directors, members, partners, principals, or shareholders (or equivalent) or any of their respective representatives, attorneys, successors, or assigns have engaged in any conduct that would cause or permit the consummation of the Sale Transaction or the other transactions contemplated by the Asset Purchase Agreement to be avoided, or costs or damages to be imposed, under section 363(n) of the Bankruptcy Code.

VII. Purchaser Not Successor.

G. By consummating the Sale Transaction and the other transactions contemplated by the Asset Purchase Agreement, the Purchaser is not a mere continuation of any Debtor or any Debtor's estate, and there is no continuity, no common identity, and no continuity of enterprise between the Purchaser and any Debtor. By consummating the Sale Transaction and the other transactions contemplated by the Asset Purchase Agreement, no Purchaser shall be deemed to be holding itself out as a continuation of the Debtors based on the Sale Transaction, the Asset Purchase Agreement, any subsequent documentation entered into for purposes of consummating such transaction, or this Sale Order. The Purchaser is not a successor to any Debtor or any Debtor's estate by reason of any theory of law or equity, and the Sale Transaction does not amount to a

consolidation, merger, or *de facto* merger of any Purchaser and the Debtors. Neither the Purchaser nor any of its affiliates and their respective successors, assigns, members, partners, principals, and shareholders (or equivalent) shall assume or in any way be responsible for any obligation or liability of any Debtor (or any Affiliates thereof) or any Debtor's estate, except to the extent expressly provided in the Asset Purchase Agreement.

VIII. Validity of Transfer.

H. The Asset Purchase Agreement was not entered into, and the Sale Transaction is not being consummated for the purpose of hindering, delaying, or defrauding present or future creditors of the Debtors, their estates or their affiliates. All consideration to be provided by the Purchaser in connection with the Sale Transaction has been disclosed. None of the Debtors, the Purchaser, or their respective affiliates, is entering into the Asset Purchase Agreement, or proposing to consummate the Sale Transaction, fraudulently, for the purpose of completing a statutory or common law fraudulent conveyance and fraudulent transfer claims whether under the Bankruptcy Code or under the laws of the United States, any state, territory, possession thereof, or the District of Columbia, or any other applicable law. None of the Debtors, the Purchaser, or their respective affiliates is entering into the transactions contemplated by the Asset Purchase Agreement fraudulently for the purpose of statutory or common law fraudulent conveyance or fraudulent transfer claims.

I. The consummation of the Sale Transaction is legal, valid, and properly authorized under all applicable provisions of the Bankruptcy Code, including, without limitation, sections 105(a), 363(b), 363(f), and 363(m) of the Bankruptcy Code, and all of the applicable requirements of such sections have been complied with in respect of the Sale Transaction.

J. The Debtors are the sole and lawful owners of the Going-Concern Assets. The Going-Concern Assets constitute property of the Debtors' estates and title thereto is vested in the Debtors' estates within the meaning of section 541(a) of the Bankruptcy Code. The transfer of each of the Going-Concern Assets to the Purchaser will be, as of the Closing Date, a legal, valid, and effective transfer of the Going-Concern Assets, which transfer vests or will vest the Purchaser with all legal, equitable and beneficial right, title, and interest of the Debtors to the Going-Concern Assets and, except as otherwise specifically and expressly provided herein or in the Asset Purchase Agreement, free and clear of all liens, claims, or other interests, relating to, accruing or arising any time prior to the Closing Date, with the exception of any such liens or claims that are expressly assumed by the Purchaser pursuant to the Asset Purchase Agreement, including, for the avoidance of doubt, Cure Costs, Surviving Obligations (as defined herein), or any other obligations arising under the Assigned Contracts to the extent set forth in the Asset Purchase Agreement or this Sale Order.

K. Subject to the entry of this Sale Order, each Debtor: (a) has full requisite corporate or other organizational power and authority to execute, deliver, and perform its obligations under the Asset Purchase Agreement and all other documents contemplated thereby, and (b) has taken all requisite corporate or other organizational action and formalities necessary to authorize and approve the execution, delivery, and performance of its obligations under the Agreements and to consummate the Sale Transaction, including as required by their respective organizational documents, and, upon execution thereof, the Asset Purchase Agreement and the related documents were or will be duly and validly executed and delivered by such Debtor and enforceable against such Debtor in accordance with their terms and, assuming due authorization, execution, and

delivery thereof by the other parties thereto, constituted or will constitute a valid and binding obligation of such Debtor.

L. No government, regulatory, or other consents or approvals, other than those expressly provided for in the Asset Purchase Agreement, were required for the execution, delivery, and performance by the Debtors of the Agreements or the consummation of the Transaction contemplated thereby. No consents or approvals of the Debtors, other than those expressly provided for in the Asset Purchase Agreement or this Sale Order, are required for the Debtors to consummate the Transaction.

IX. Binding Agreement.

M. The Asset Purchase Agreement is a valid and binding contract between the Seller and the Purchaser and shall be enforceable pursuant to its terms. The Asset Purchase Agreement was not entered into for the purpose of hindering, delaying, or defrauding creditors under the Bankruptcy Code or under laws of the United States, any state, territory, possession, or the District of Columbia. The Asset Purchase Agreement and the Sale Transaction themselves, and the consummation thereof, shall be specifically enforceable against and binding upon (without posting any bond) the Debtors and any chapter 7 or chapter 11 trustee appointed with respect to any of the Debtors, and shall not be subject to rejection or avoidance by the foregoing parties or any other person. The terms and provisions of the Asset Purchase Agreement and the other agreements contemplated by the Asset Purchase Agreement shall be binding on the Debtors, their estates and affiliates, and this Sale Order shall be binding in all respects upon, and shall inure to the benefit of, the Debtors, their estates, and their creditors (whether known or unknown), the Purchaser, and each of their respective affiliates, successors, and assigns, and any affected third parties, including, without limitation, all Persons or entities asserting Interests (as defined below) (collectively, the

“Bound Parties”), notwithstanding any subsequent appointment of any trustee, examiner, or receiver under the Bankruptcy Code or any other law, and all such provisions and terms shall likewise be binding on such trustee, examiner, receiver, party, entity, or other fiduciary under the Bankruptcy Code or any other law with respect to any of the Bound Parties, and all such terms shall likewise be binding on such trustee, examiner, receiver, party, entity, or other fiduciary, and shall not be subject to rejection or avoidance by the Debtors, their estates, their creditors or any trustee, examiner, receiver, party, entity, or other fiduciary. The provisions of this Sale Order and the terms and provisions of each Asset Purchase Agreement and other agreements contemplated by the Asset Purchase Agreement, shall survive the entry of any order that may be entered confirming or consummating any chapter 11 plan of the Debtors, dismissing these chapter 11 cases, or converting these chapter 11 cases to cases under chapter 7. The rights and interests granted pursuant to this Sale Order, the Asset Purchase Agreement, and each other agreement contemplated by the Asset Purchase Agreement shall continue in these or any superseding cases and shall be binding upon the Bound Parties and their respective successors and permitted assigns including, without limitation, any trustee, party, entity, or other fiduciary hereafter appointed as a legal representative of the Debtors under chapter 7 or chapter 11 of the Bankruptcy Code. Any trustee appointed for the Debtors under any provision of the Bankruptcy Code, whether the Debtors are proceeding under chapter 7 or chapter 11 of the Bankruptcy Code, shall be authorized and directed to perform under the Asset Purchase Agreement, each other agreement contemplated by the Asset Purchase Agreement, and this Sale Order without the need for further order of the Court.

X. Free and Clear Sale.

N. The conditions of section 363(f) of the Bankruptcy Code have been satisfied in full; therefore, the Debtors may sell the Going-Concern Assets free and clear of all liens, claims

(including those that constitute a “claim” as defined in section 101(5) of the Bankruptcy Code), liabilities, obligations, demands, debts, restrictions, interests, rights, and encumbrances, and all other matters of any kind or nature whatsoever (but excluding, for the avoidance of doubt, defenses to claims), whether known or unknown, choate or inchoate, filed or unfiled, scheduled or unscheduled, noticed or unnoticed, recorded or unrecorded, perfected or unperfected, allowed or disallowed, contingent or non-contingent, liquidated or unliquidated, matured or unmatured, material or non-material, disputed or undisputed, whether arising prior to or subsequent to the commencement of the Chapter 11 Cases, and whether imposed by agreement, understanding, law, equity or otherwise, including claims otherwise arising under any theory, law or doctrine of successor or transferee liability or theories of liability related to acting in concert or active participation with the Debtors or related theories (all of the foregoing collectively being referred to in this Sale Order as “Interests”) in the Going-Concern Assets, unless otherwise set forth in this Sale Order.

O. The Debtors may sell the Going-Concern Assets free and clear of all Interests (except to the extent set forth in the Asset Purchase Agreement) because, in each case, one or more of the standards set forth in section 363(f)(1)–(5) of the Bankruptcy Code has been satisfied. Those holders of Interests who did not object or who withdrew their objections to the Motion are deemed to have consented pursuant to Bankruptcy Code section 363(f)(2). Those holders of Interests who did object, fall within one or more of the other subsections of Bankruptcy Code section 363(f), including that such holders of Interests are adequately protected by having their claims that constitute interests in the Going-Concern Assets, if any, attach to the proceeds of the sale of the applicable Going-Concern Assets, with the same validity, force, and effect that such liens or claims had prior to the Sale Transaction, subject to any claims and defenses the Debtors and their estates

may possess with respect thereto. If the Sale Transaction was not free and clear of all Interests, or if any Purchaser would, or in the future could, be liable for any of such Interests (except to the extent set forth in the Asset Purchase Agreement), such Purchaser would not have entered into and consummated the Sale Transaction, thus adversely affecting the Debtors and their estates and creditors. In addition, the sale of the Going-Concern Assets other than pursuant to a transfer that is free and clear of all Interests (except to the extent set forth in the Asset Purchase Agreement) would be of substantially less benefit to the Debtors' estates. The total consideration to be provided under the Sale Transaction reflects the Purchaser's reliance on this Sale Order to provide it, pursuant to sections 105(a) and 363(f) of the Bankruptcy Code, with title to and possession of the applicable Going-Concern Assets free and clear of all Interests (except to the extent set forth in the Asset Purchase Agreement).

P. Solely by reason of entering into the Asset Purchase Agreement and closing the sale of the Going-Concern Assets, neither the Purchaser nor any of its affiliates are a continuation of the Debtors or their estates, there is no continuity or common identity between the Purchaser, any of its affiliates, and any of the Debtors, and there is no continuity of enterprise between the Purchaser, any of its affiliates, and any of the Debtors. Solely by reasons of entering into the Asset Purchase Agreement and closing on the sale of the Going-Concern Assets, neither the Purchaser nor any of its affiliates are holding themselves out to the public as a continuation of any of the Debtors. Neither the Purchaser nor any of its affiliates are a successor to any of the Debtors or their estates and none of the transactions contemplated by the Asset Purchase Agreement, including, without limitation, the Sale Transaction and the assumption and assignment of the Assigned Contracts amounts to a consolidation, merger, or *de facto* merger of the Purchaser or any of its affiliates with or into any of the Debtors.

XI. Application of Proceeds.

Q. On August 22, 2025, the Court entered the *Interim Order (I) Authorizing the Debtors to (A) Obtain Junior Lien Postpetition Financing, (B) Use Cash Collateral, (C) Grant Liens and Provide Superpriority Administrative Expense Claims, (II) Granting Adequate Protection to Certain Prepetition Secured Parties, and (III) Granting Related Relief* [Docket No. 221] (the “Interim DIP Order” and the order granting such relief on a final basis, the “Final DIP Order” and, together with the Interim DIP Order, the “DIP Orders”). Pursuant to the DIP Orders, the Going-Concern Assets constitute Prepetition Collateral and are subject to the Adequate Protection Liens and Prepetition Liens (in each case, as such terms are defined in the DIP Orders). For the avoidance of doubt, the sale of the Going-Concern Assets is free and clear of such Adequate Protection Liens and Prepetition Liens. Upon the closing of the Sale Transactions, notwithstanding anything to the contrary herein or in the DIP Orders, the Debtors shall repay in full in cash all of the obligations outstanding under the Prepetition ABL Credit Agreement, including by cash collateralizing all Letters of Credit outstanding thereunder in accordance with the procedures set forth in the Prepetition ABL Credit Agreement and the DIP Orders (the “ABL Repayment”). The ABL Repayment is an integral term of the Sale Transaction and the ABL Repayment constitutes adequate protection of the interests of the ABL Secured Parties in their collateral, which is being sold pursuant to the Sale Transaction. Absent the ABL Repayment the Prepetition ABL Secured Parties would not have consented to the Sale Transaction and the Debtors would not have been able to provide adequate protection of the Prepetition ABL Secured Parties’ claims to their collateral. All parties in interest reserve any right they may have to object to, or otherwise contest, the appropriate allocation of sale proceeds, including as to the allocation of sale proceeds among the Debtors.

XII. Cure Costs and Adequate Assurance of Future Performance.

R. The Assumed and Assigned Contract Notice filed separately is reasonably calculated to provide all non-Debtor counterparties to the Assigned Contracts with proper notice of the potential assumption and assignment of their Assigned Contract and the proposed Cure Costs relating thereto.

S. The assumption and assignment of the Assigned Contracts listed in the Asset Purchase Agreement pursuant to the terms of this Sale Order is integral to the Transaction, does not constitute unfair discrimination, and is in the best interests of the Debtors and their estates, their creditors, and all other parties in interest, and represents the reasonable exercise of sound and prudent business judgment by the Debtors. Subject to the terms and conditions of the Asset Purchase Agreement and this Sale Order, the Purchaser shall: (a) to the extent necessary and in accordance with its obligations under the Purchase Agreement, cure or provide adequate assurance of cure, of any default existing prior to the date of such assumption and assignment with respect to the Assigned Contracts, within the meaning of sections 365(b)(1)(A) and 365(f)(2)(A) of the Bankruptcy Code, and (b) to the extent necessary, provide compensation or adequate assurance of compensation to any party for any actual pecuniary loss to such party resulting from a default prior to the date of assumption and assignment with respect to the Assigned Contracts, within the meaning of sections 365(b)(1)(B) and 365(f)(2)(A) of the Bankruptcy Code. The obligation of the Purchaser to pay Cure Costs and Surviving Obligations in accordance with the terms of the Asset Purchase Agreement and to perform the obligations under the Assigned Contracts shall constitute adequate assurance of cure within the meaning of sections 365(b)(1)(B) and 365(f)(2)(A) of the Bankruptcy Code. The Debtors have demonstrated that assuming and assigning the Assigned Contracts in connection with the Sale Transaction is an exercise of their sound business judgment,

and that such assumption and assignment is in the best interests of the Debtors' estates, for the reasons set forth in the Motion and on the record at the Sale Hearing, including, without limitation, because the assumption and assignment of the Assigned Contracts in connection with the Transaction will maintain the ongoing business of the Debtors, limit the losses of counterparties to Assigned Contracts, and maximize the distribution to creditors of the Debtors.

XIII. Carve Out Reserves.

T. Sound business justifications also exist for the funding of the Carve Out (as defined in and provided for in paragraph 10 of the Interim DIP Order and paragraph 10 of the Final DIP Order, respectively) at the closing of the sale in accordance with this Sale Order and the DIP Orders by the use of the proceeds of the sale of the Going-Concern Assets into the Carve-Out Reserves (as defined in the DIP Orders) to be held in trust for the benefit of the parties entitled to the Carve Out as set forth in the DIP Orders.

XIV. The Settlement

U. The Settlement is a good faith compromise and settlement of all disputes, controversies, claims, and causes of action among the parties thereto. The Special Committee has diligently reviewed and approved the Settlement and the releases contained therein.

V. The Settlement is the product of arm's-length, good faith negotiations and represents a fair and reasonable compromise among the parties. The Settlement is reasonable, fair, equitable, appropriate, and in the best interests of the Debtors and their estates, and entry into the Settlement reflects a sound exercise of the Debtors' business judgment.

W. The proposed Settlement satisfies the factors set forth in *Protective Comm. For Indep. S'holders of TMT Trailer Ferry, Inc. v. Anderson*, 390 U.S. 414, 425 (1968), *In re Martin*, 91 F.3d 389, 393 (3d Cir. 1996), and their progeny.

X. This Court has the authority to approve the Settlement pursuant to sections 105(a) and 363(b) of the Bankruptcy Code and Bankruptcy Rule 9019.

XV. Protection of Consumer Privacy.

Y. As contemplated in the Asset Purchase Agreement, and subject to the terms of this Sale Order, the sale to the Purchaser under the Asset Purchase Agreement of any personally identifiable information (as such term is defined in section 101(41A) of the Bankruptcy Code) satisfies the requirements of section 363(b)(1)(A) of the Bankruptcy Code.

XVI. Compelling Circumstances for an Immediate Sale.

Z. Good and sufficient reasons for approval of the Asset Purchase Agreement and the Sale Transaction have been articulated. The relief requested in the Motion is in the best interests of the Debtors, their estates, their creditors and other parties in interest. The Debtors have demonstrated both (a) good, sufficient, and sound business purposes and justifications for approving the Asset Purchase Agreement, and (b) compelling circumstances for the Sale Transaction outside the ordinary course of business, pursuant to section 363(b) of the Bankruptcy Code before, and outside of, a chapter 11 plan, in that, among other things, the immediate consummation of the Sale Transaction is necessary and appropriate to maximize the value of the Debtors' estates and the Sale Transaction will provide the means for the Debtors to maximize distributions to creditors. Such business reasons include, but are not limited to, the facts that: (i) the Sale Transaction constitutes the highest or otherwise best offer for the Going-Concern

Assets; and (ii) the Sale Transaction on the terms set forth herein and in the Asset Purchase Agreement is supported by a substantial majority of the Debtors' Prepetition Secured Lenders.

XVII. Sale Transaction Not a Sub Rosa Plan.

AA. The sale and assignment of the Purchased Assets outside of a chapter 11 plan pursuant to the Agreements neither impermissibly restructures the rights of the Debtors' creditors nor impermissibly dictates the terms of a liquidating plan for the Debtors. The Sale Transaction does not constitute a *sub rosa* chapter 11 plan.

NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED THAT:

I. General Provisions.

1. The relief requested in the Motion is granted and approved, and the Sale Transaction contemplated thereby is authorized and approved as set forth in this Sale Order.

2. All objections to the Motion or the relief requested therein that have not been withdrawn or otherwise resolved are overruled on the merits and denied with prejudice; *provided* that objections to cure amounts and assignment that are unresolved as of the date of this Sale Order, a list of which is set forth on **Exhibit 3** hereto, shall be considered at a later date in connection with any proposed assumption or assignment of such applicable Contract or Real Property Lease. Notwithstanding anything to the contrary herein, the Debtors will identify the applicable assignee entity for all Real Property Leases in (i) the filed schedule of Assigned Contracts, or (ii) the Supplemental Contract Notice (as defined herein). The Debtors will address all unresolved assumption and adequate assurance objections at a later, separate hearing date. Accordingly, notwithstanding anything to the contrary in the APA or this Sale Order, a landlord's timely filed objection challenging assumption that has not been consensually resolved or withdrawn as of the date of entry of this Sale Order, including any adequate assurance-related issues (including

evidence), is expressly reserved until a later proceeding is held with respect to assumption and assignment of such Leases. While the Debtors may rely on similar evidence in connection with adjourned lease assumption disputes, the Debtors will not argue issue preclusion as it relates to adequate assurance or cure evidence or findings that may be relevant to lease assumption issues at any subsequent hearing. All persons and entities with actual notice of the relief sought in the Motion and set forth in this Sale Order that failed to timely object thereto are deemed to consent to such relief, including for purposes of section 363(f)(2) of the Bankruptcy Code.

3. Notice of the Motion and Sale Hearing was adequate, appropriate, fair and equitable under the circumstances and complied in all respects with section 102(1) of the Bankruptcy Code and Bankruptcy Rules 2002, 6004, and 6006.

II. Approval of the Asset Purchase Agreement.

4. The Asset Purchase Agreement and all other ancillary documents, including, without limitation, each other document contemplated by the Asset Purchase Agreement or necessary or appropriate to complete the transactions provided for in the Asset Purchase Agreement, and all of the terms and conditions thereof, and the Sale Transaction and related transactions contemplated therewith, are hereby approved in all respects, pursuant to section 105(a), 363, and 365 of the Bankruptcy Code and Bankruptcy Rules 2002, 6004, and 6006. The failure specifically to include any particular terms of the Asset Purchase Agreement in this Sale Order shall not diminish or impair the effectiveness of such provision, it being the intent of the Court that the Sale Transaction be authorized and approved in its entirety.

5. Pursuant to sections 363(b) and 363(f) of the Bankruptcy Code, the Debtors are authorized and empowered to take any and all actions necessary or appropriate to (a) consummate the sale of the Going-Concern Assets to the Purchaser pursuant to and substantially in accordance

with the terms and conditions of the Asset Purchase Agreement, (b) enter into all other agreements contemplated by the Asset Purchase Agreement and consummate all other transactions contemplated by the Asset Purchase Agreement, (c) close the Sale Transaction as contemplated in the Asset Purchase Agreement and this Sale Order, and (d) execute and deliver, perform under, consummate, and implement the Asset Purchase Agreement, together with all additional instruments and ancillary documents that may be reasonably necessary or desirable to implement the sale, or as may be reasonably necessary or appropriate to the performance of the obligations as contemplated by the Asset Purchase Agreement, the Asset Purchase Agreement, and such other documentation.

6. The Debtors and the Purchaser are hereby authorized to take any and all actions as may be necessary and desirable to implement the Sale Transaction, and any actions taken by the Debtor or the Purchaser necessary and desirable to implement the Sale Transaction prior to the date of this Sale Order, are hereby approved and ratified.

7. The terms and provisions of the Asset Purchase Agreement and the other agreements contemplated by the Asset Purchase Agreement shall be binding on the Debtors, their estates and affiliates, and this Sale Order shall be binding in all respects upon the Debtors, their estates, all creditors, all holders of equity interests in the Debtors, all holders of any claims against any Debtor, any holders of claims against or on some or all of the Going-Concern Assets, all counterparties to any executory contract or unexpired lease of the Debtors, the Purchaser, any trustees, examiners, or other fiduciary under any section of the Bankruptcy Code, if any, subsequently appointed in any of these chapter 11 cases or upon a conversion to chapter 7 of the Bankruptcy Code of any of the Debtors' cases, and any filing agents, filing officers, title agents, recording agencies, secretaries of state, and other persons and entities who may be required by

operation of law, the duties of their office or contract, to accept, file, register, or otherwise record or release any documents or instruments or who may be required to report or insure any title in or to the Going-Concern Assets. The terms and provisions of the Asset Purchase Agreement, each other agreement contemplated by the Asset Purchase Agreement, and this Sale Order shall inure to the benefit of the Debtors, their estates and their creditors, the Purchaser and its Affiliates, and any other affected third parties, including all persons asserting any claims in the Going-Concern Assets to be sold pursuant to the Asset Purchase Agreement, notwithstanding any subsequent appointment of any trustee(s), party, entity, or other fiduciary under any section of any chapter of the Bankruptcy Code, as to which trustee(s), party, entity, or other fiduciary such terms and provisions likewise shall be binding. This Sale Order shall survive any dismissal or conversion of any of these chapter 11 cases or any dismissal of any subsequent chapter 7 cases.

8. The sale of the Going-Concern Assets to the Purchaser under the Asset Purchase Agreement constitutes a transfer for reasonably equivalent value and fair consideration under the Bankruptcy Code and laws of all applicable jurisdictions, including, without limitation, the laws of each jurisdiction in which the Going-Concern Assets are located, and the sale of the Going-Concern Assets to the Purchaser may not be avoided under any statutory or common law fraudulent conveyance and fraudulent transfer theories, whether under the Bankruptcy Code or the laws of the United States, any state, territory, possession thereof, or the District of Columbia or any other applicable jurisdiction with laws substantially similar to the foregoing.

III. Transfer of the Going-Concern Assets

9. Pursuant to section 105(a), 363, and 365 of the Bankruptcy Code, the Debtors are authorized to transfer the Going-Concern Assets, including but not limited to the Assigned Contracts, to the Purchaser in accordance with the terms of the Asset Purchase Agreement and this

Sale Order and such transfer of the Going-Concern Assets shall constitute a legal, valid, binding, and effective transfer and shall vest the Purchaser with title to the Going-Concern Assets and, shall be free and clear of all Interests, with all such Interests to attach to the proceeds of the sale of the applicable Going-Concern Assets in the order of priority of such Interests, with the same validity, force, and effect which such Interests had prior to the Sale Transaction, subject to any rights, claims, and defenses the Debtors or their estates, as applicable, may possess with respect thereto. All persons or entities, presently or on or after the Closing Date, in possession of some or all of the Going-Concern Assets are directed to surrender possession of the Going-Concern Assets to the Purchaser or its designee on the Closing Date or at such time thereafter as the Purchaser may request.

10. Those holders of Interests who did not object (or who ultimately withdrew their objections, if any) to the Sale Transaction are deemed to have consented to the Sale Transaction being free and clear of their claims pursuant to section 363(f)(2) of the Bankruptcy Code. Those holders of Interests who did object could be compelled in a legal or equitable proceeding to accept money satisfaction of such claims pursuant to section 363(f)(5) of the Bankruptcy Code, or fall within one or more of the other subsections of section 363(f) of the Bankruptcy Code and are therefore adequately protected by having their claims that constitute interests in the Going-Concern Assets, if any, attach to the proceeds of the Sale Transaction with the same priority that existed immediately prior to the closing.

11. All persons and entities who may or do hold Interests in the Going-Concern Assets arising under or out of, in connection with, or in any way relating to the Debtors, the Going-Concern Assets owned by the Debtors, the operation or ownership of the Going-Concern Assets by the Debtors prior to the Closing Date, or the transfer of such Going-Concern Assets to

the Purchaser hereby are forever barred, estopped, and permanently enjoined from asserting or pursuing such Interests against the Purchaser, its affiliates, successors, assigns, its property or the Going-Concern Assets; *provided that* any liens or encumbrances provided for pursuant to the Seller Note and any claims against the proceeds of the sale of the Going-Concern Assets shall be excluded from the restrictions of this paragraph 11.

12. Upon the occurrence of the Closing Date and concurrently with the closing, the Debtors shall make the ABL Repayment in accordance with the terms of the Prepetition ABL Documents and the DIP Orders. The ABL Repayment shall be final and irrevocable and such payment shall be free and clear of all liens and claims of any kind. The ABL Repayment is hereby approved, and shall not be subject to disgorgement or any other rights or claims of any party. The ABL Repayment is an integral part of the Sale Transaction and absent the ABL Repayment, the Prepetition ABL Secured Parties would not consent to the Sale Transaction.

13. Except as otherwise expressly provided in the Asset Purchase Agreement, after the closing of the sale, the Debtors shall have no further liability with respect to the Going-Concern Assets first arising from and after the closing, and any claims, whether administrative or otherwise, relating to or first arising from such Going-Concern Assets after the closing of the sale asserted against the Debtors shall be deemed disallowed. The Debtors shall file a notice of full satisfaction on seven days' notice to all parties affected by the satisfaction of such claims. For the avoidance of doubt, notwithstanding anything to the contrary contained in this Sale Order, the Purchaser is assuming only the Assumed Liabilities set forth in the Asset Purchase Agreement and shall not be responsible for any other liabilities; *provided that* all rights and claims of the Prepetition Priority Term Loan Secured Parties and the Prepetition Existing Term Loan Secured Parties against the

Debtors and their assets (including the proceeds of the Going-Concern Assets), including all rights granted pursuant to the Original Cash Collateral Order, are expressly preserved.

14. A certified copy of this Sale Order may be filed with the appropriate clerk and/or recorded with the appropriate recorder to act to cancel any of the liens and other encumbrances of record.

15. Subject to the occurrence of the ABL Repayment, with respect to the Prepetition ABL Obligations, if any person or entity that has filed statements or other documents or agreements evidencing liens on, or interests in, any of the Going-Concern Assets shall not have delivered to the Debtors prior to the closing in proper form for filing and executed by the appropriate parties, termination statements, instruments of satisfaction, releases of liens, and any other documents necessary for the purpose of documenting the release of liens or interests which the person or entity has or may assert with respect to such Going-Concern Assets, the Debtors and the Purchaser are hereby authorized to execute and file such statements, instruments, releases, and other documents on behalf of such person or entity with respect to such Going-Concern Assets.

16. This Sale Order is and shall be binding upon and govern the acts of all persons and entities, including, without limitation, all filing agents, filing officers, administrative agencies, governmental departments, secretaries of state, federal and local officials, and all other persons and entities who may be required by operation of law, the duties of their office, or contract, to accept, file, register, or otherwise record or release any documents or instruments, or who may be required to report or insure any title or state of title in or to any lease; and each of the foregoing persons and entities is hereby directed to accept for filing any and all of the documents and instruments necessary and appropriate to consummate the transactions contemplated by the Asset Purchase Agreement.

IV. No Successor or Transfer Liability

17. Upon the Closing Date, except as provided in the Asset Purchase Agreement, the entry of this Sale Order and the Asset Purchase Agreement shall mean that the Purchaser (and any of its affiliates, successors, or assigns), as the result of any action taken in connection with the Asset Purchase Agreement, the consummation of the transactions contemplated by the Asset Purchase Agreement, including, without limitation, the Sale Transaction and the assumption and assignment of the Assigned Contracts, or the transfer or operation of the Going-Concern Assets, shall not be, nor be deemed to: (a) be a legal successor or successor employer to the Debtors, or otherwise be deemed a successor to the Debtors, and shall instead be, and be deemed to be, a new employer with respect to all federal or state unemployment laws, including any unemployment compensation or tax laws, or any other similar federal or state laws; (b) have, *de facto*, or otherwise, merged or consolidated with or into the Debtors; or (c) be an alter ego or a mere continuation or substantial continuation of the Debtors or the enterprise(s) of the Debtors, or otherwise be deemed to be acting in concert or active participation with the Debtors, including, in the case of each of (a)-(c), without limitation, (x) within the meaning of any foreign, federal, state or local revenue law, pension law, the Employee Retirement Income Security Act, the Consolidated Omnibus Budget Reconciliation Act (“COBRA”), the WARN Act (29 U.S.C. §§ 2101 *et seq.*) (“WARN”), Comprehensive Environmental Response Compensation and Liability Act (“CERCLA”), the Fair Labor Standard Act, Title VII of the Civil Rights Act of 1964 (as amended), the Age Discrimination and Employment Act of 1967 (as amended), the Federal Rehabilitation Act of 1973 (as amended), the National Labor Relations Act, 29 U.S.C. § 151, *et seq.* or (y) in respect of (i) any environmental liabilities, debts, claims or obligations arising from conditions first existing on or prior to the Closing Date (including, without limitation, the presence

of hazardous, toxic, polluting, or contaminating substances or wastes), which may be asserted on any basis, including, without limitation, under CERCLA, (ii) any liabilities, penalties, costs, debts or obligations of or required to be paid by the Debtors for any taxes of any kind for any period, labor, employment, or other law, rule or regulation (including, without limitation, filing requirements under any such laws, rules or regulations), (iii) any products liability law or doctrine with respect to the Debtors' liability under such law, rule or regulation or doctrine or (iv) any consumer protection law or doctrine with respect to the Debtors' liability under such law, rule or regulation or doctrine, including, without limitation, any liabilities, penalties, costs, debts, or obligations imposed by the Federal Trade Commission and/or Bureau of Consumer Protection, of or required to be paid by the Debtors.

18. Without limiting the generality of the foregoing, and except as otherwise provided in the Asset Purchase Agreement and this Sale Order, neither the Purchaser nor any of its affiliates, successors or assigns shall have any responsibility for (a) any liability or other obligation of the Debtors related to the Going-Concern Assets or (b) any claims against the Debtors or any of their predecessors or affiliates. By virtue of the Purchaser's purchase of the Going-Concern Assets, neither the Purchaser nor any of its affiliates shall have any liability whatsoever with respect to the Debtors' (or their predecessors' or affiliates') respective businesses or operations or any of the Debtors' (or their predecessors' or affiliates') obligations based, in whole or part, directly or indirectly, on any theory of successor or vicarious liability of any kind or character, or any theory based on acting in concert or active participation with the Debtors, or based upon any theory of antitrust, environmental (including, but not limited to CERCLA), successor or transferee liability, de facto merger or substantial continuity, labor and employment (including, but not limited to, WARN or COBRA), consumer protection law, or products liability law, whether known or

unknown as of the Closing Date, now existing or hereafter arising, asserted or unasserted, fixed or contingent, liquidated or unliquidated, including any liabilities or non-monetary obligations on account of any settlement or injunction or any liabilities on account of any taxes arising, accruing or payable under, out of, in connection with, or in any way relating to the operation of the Going-Concern Assets prior to the Closing Date or such later time as Purchaser is assigned and assumes any Assigned Contract (collectively, with the potential claims set forth in paragraph 17 above, “Successor or Transferee Liability”). The Purchaser would not have acquired the Going-Concern Assets but for the foregoing protections against Successor or Transferee Liability.

19. None of the Purchaser or its affiliates, successors, assigns, equity holders, employees or professionals shall have or incur any liability to, or be subject to any action by any of the Debtors or any of their estates, predecessors, successors or assigns, arising out of the negotiation, investigation, preparation, execution, delivery of the Asset Purchase Agreement and the entry into and consummation of the Sale of the Going-Concern Assets, except as expressly provided in the Asset Purchase Agreement and this Sale Order.

20. Except as set forth in the Asset Purchase Agreement, nothing shall require the Purchaser or any of its affiliates to (a) continue or maintain in effect, or assume any liability in respect of any employee, collective bargaining agreement, pension, fringe benefit or any trust arrangement or other agreements to which the Debtors are a party or have any responsibility therefor including, without limitation, pension benefits payable after retirement or other termination of employment; or (b) assume any responsibility as a fiduciary, plan sponsor or otherwise, for making any contribution to, or in respect of the funding, investment or administration of any employee benefit plan, arrangement or agreement (including but not limited to pension plans) or the termination of any such plan, arrangement or agreement.

21. No bulk sales law or similar law of any state or other jurisdiction shall apply in any way to the transactions that are approved by this Sale Order, including, without limitation, the Asset Purchase Agreement and the Sale Transaction.

V. Assumption and Assignment of Assigned Contracts

22. The Assumed and Assigned Contract Notice filed separately and the procedures set forth in the Motion for service and objections thereto are approved.

23. The Debtors are hereby authorized in accordance with sections 105(a), 363, and 365 of the Bankruptcy Code to (a) assume and assign to the Purchaser, in accordance with the terms of the Asset Purchase Agreement and this Sale Order, the Assigned Contracts free and clear of all liens, claims, and other Interests of any kind or nature whatsoever (other than as otherwise specifically and expressly provided herein), and (b) execute and deliver to the Purchaser such documents or other instruments as the Purchaser deems may be necessary to assign and transfer the Assigned Contracts to the Purchaser.

24. The Cure Costs listed on **Exhibit 2** to this Sale Order are the sole amounts necessary to be paid upon the assumption of the Assigned Contracts under Bankruptcy Code sections 365(b)(1)(A) and (B) and 365(f)(2)(A). All Cure Costs, if any, shall be paid as set forth in the Asset Purchase Agreement. Upon the payment of the Cure Costs, if any, the Assigned Contracts shall remain in full force and effect, and no default shall exist under the Assigned Contract nor shall there exist any event or condition which, with the passage of time or giving of notice, or both, would constitute such a default. After the payment of the Cure Costs, none of the Debtors or the Purchaser shall have any further liabilities to the counterparties to the Assigned Contracts other than the Purchaser's obligations under the Assigned Contracts that accrue and become due and payable on or after the Closing Date. Notwithstanding anything to the contrary herein or in the

Asset Purchase Agreement, upon assumption and assignment of an Assigned Contract, the Purchaser shall be liable for all accrued, but unbilled and not yet due to be paid or performed, obligations under any Assigned Contract (if any) for rent, common area maintenance charges, taxes, year-end or periodic adjustments, reconciliation charges, percentage rent, indemnity obligations, repair and maintenance obligations, and other monetary and non-monetary obligations under the Assigned Contracts, as and when such obligations become due or are required to be performed in the ordinary course after the Closing Date, regardless of whether such obligations accrued in whole or in part before or after the Closing Date (the “Surviving Obligations”).

25. **Exhibit 2** to this Sale Order may be modified following the entry of this Sale Order in accordance with the Asset Purchase Agreement. The Purchaser and the Debtors have identified or will identify all Assigned Contracts by filing a notice on the docket following the Closing.

26. To the extent any non-Debtor counterparty to an Assigned Contract has failed to timely object to a proposed Cure Cost, such Cure Cost has been and shall be deemed to be finally determined as the Cure Cost listed on **Exhibit 2** to this Sale Order and any such non-Debtor counterparty shall be prohibited from challenging, objecting to, or denying the validity and finality of the Cure Cost at any time. The non-Debtor counterparty to an Assigned Contract is forever bound by the applicable Cure Cost and, upon payment of the Cure Cost as provided herein and in the Asset Purchase Agreement, is hereby barred from taking any action against the Purchaser with respect to any claim for cure under the Assigned Contract (subject only to the Surviving Obligations).

27. For the avoidance of doubt, (i) the Debtors shall remain liable to the counterparties to all Real Property Leases for (a) all obligations arising thereunder in accordance with section 365(d)(3) of the Bankruptcy Code and the applicable Real Property Lease in each case until the

applicable Cure Cost is paid (unless otherwise agreed to by the applicable counterparty) and assignment is effective with respect to the applicable Real Property Lease (or such Real Property Lease is rejected) and (b) any postpetition rent arising under a Real Property Lease for the period from the Petition Date through and including August 31, 2025 (the “Stub Rent”), *provided that* Purchaser shall be liable for Cure Costs (as defined below) attributable to Real Property Leases assumed and assigned to the Purchaser and any obligations relating to the Non-Acquired Stores arising after Closing that arise under section 365(d)(3) of the Bankruptcy Code, including but not limited to base rent, any percentage rent relating to store proceeds, utilities, common area maintenance charges, and other rents, fees, and costs specified by the applicable Lease (and, together with the Cure Costs attributable to Real Property Leases assumed and assigned to the Purchaser, the “Purchaser Rent Obligations”), and (ii) the Sale Order shall not modify, impair or expand any rights of the counterparties to any Real Property Lease to enforce the terms of any Real Property Lease directly against the Debtors, except with respect to the Purchaser Rent Obligations, in each case until a Cure Cost is paid and assignment is effective with respect to the applicable Real Property Lease (or such Real Property Lease is rejected). For the further avoidance of doubt and notwithstanding section 1.5(b)(ii) of the APA, the Purchaser shall have until the earlier of (a) sixty (60) days after the Closing, and (b) the date of entry of an order confirming a chapter 11 plan in the Bankruptcy Cases, to elect for any executory contract or unexpired lease to be an Assigned Contract.

28. With respect to the Assigned Contracts and except as otherwise specifically and expressly provided herein: (a) the Debtors may assume each of the Assigned Contracts in accordance with section 365 of the Bankruptcy Code; (b) the Debtors may assign each of the Assigned Contracts to the Purchaser in accordance with sections 363 and 365 of the Bankruptcy

Code, and any provisions in any of the Assigned Contracts that prohibit or condition the assignment of such Assigned Contract or allow the party to such Assigned Contract to terminate, recapture, impose any penalty, condition, renewal or extension, or modify any term or condition upon the assignment of such Assigned Contract, constitute unenforceable anti-assignment provisions that are void and of no force and effect solely in connection with the Transaction contemplated pursuant to this Sale Order and the Asset Purchase Agreement and the assumption and assignment of the Assigned Contracts in connection therewith; (c) subject to the Purchaser's payment of Cure Costs (as defined below), all other requirements and conditions under sections 363 and 365 of the Bankruptcy Code for the assumption by the Debtors and assignment to the Purchaser of each Assigned Contract have been satisfied; (d) the Assigned Contracts shall be transferred and assigned to, and following the date of such assignment remain in full force and effect for the benefit of, the Purchaser, notwithstanding any provision in any such Assigned Contract (including those of the type described in sections 365(b)(2) and (f) of the Bankruptcy Code) that prohibits, restricts, or conditions such assignment or transfer, and, (e) except as otherwise set forth in this Sale Order, from and after the effective date of any assumption and assignment, the Debtors shall be relieved from any further liability with respect to the Assigned Contracts after such assumption and assignment to the Purchaser pursuant to section 365(k) of the Bankruptcy Code.

29. Upon the effective date of the assignment of any Assigned Contract, in accordance with sections 363 and 365 of the Bankruptcy Code, the Purchaser shall be fully and irrevocably vested with all right, title and interest of such Assigned Contract. For the avoidance of doubt, Real Property Leases shall only be considered Assigned Contracts for the purposes of this Sale Order and the Asset Purchase Agreement if identified on the schedule of Assigned Contracts filed on the

docket following the Closing or such assumption and assignment is approved by a subsequent assignment order.

30. Except as otherwise specifically and expressly provided in this Sale Order, in accordance with section 5.2 of the Asset Purchase Agreement, all defaults or other obligations of the Debtors under the Assigned Contracts arising or accruing prior to assumption and assignment of the Assigned Contracts, or otherwise required to be paid pursuant to section 365 of the Bankruptcy Code in connection with the assumption and assignment of the Assigned Contracts (collectively, the “Cure Costs”), shall be paid and otherwise cured by the Purchaser excluding, for the avoidance of doubt, Stub Rent.

31. Upon the Debtors’ assignment of the Assigned Contracts to the Purchaser under the provisions of this Sale Order or any additional orders of this Court and the payment of any Cure Costs by the Purchaser pursuant to the terms hereof or the Asset Purchase Agreement, no default shall exist under any Assigned Contract and no counterparty to any Assigned Contract shall be permitted to declare a default under such Assigned Contract or to otherwise take action against the Debtors or their assets (except with respect to Stub Rent (as defined herein)) or the Purchaser or its assets as a result of any Debtors’ financial condition, bankruptcy, or failure to perform any obligation under the relevant Assigned Contract to the extent such default relates to acts or occurrences arising prior to the Closing Date, provided, however, that nothing set forth in this paragraph shall prevent or limit any party’s rights to seek the payment of Stub Rent (as defined herein) from the Debtors or their estates. Each non-Debtor party to an Assigned Contract hereby is also forever barred, estopped, and permanently enjoined from (i) asserting against the Debtors, the Purchaser, or the property of any of them, any default or Claim arising out of any indemnity obligation or warranties for acts or occurrences arising prior to or existing as of the Closing Date,

or, against the Purchaser, any counterclaim, defense, recoupment, setoff, or any other Claim asserted or assertable against the Debtors, except with respect to the Surviving Obligations as otherwise specifically and expressly provided in this Sale Order, and (ii) imposing or charging against the Purchaser or their respective affiliates any rent accelerations, assignment fees, increases, or any other fees as a result of the Debtors' assumption and assignments to the Purchaser of the Assigned Contracts. Any provision in any Assigned Contract that purports to declare a breach, default, or termination as a result of a change of control of the Going-Concern Assets is hereby deemed unenforceable solely in connection with the Transaction contemplated pursuant to this Sale Order and the Agreements and the assumption and assignment of the Assigned Contracts in connection therewith under section 365(f) of the Bankruptcy Code.

32. The Purchaser has demonstrated adequate assurance of future performance under the relevant Assigned Contracts within the meaning of Bankruptcy Code sections 365(b)(1)(C) and 365(f)(2)(B).

33. On the effective date of the assignment of any Assigned Contracts and upon the payment of the applicable Cure Costs, the Purchaser shall be deemed to be substituted for the Debtors as a party to the applicable Assigned Contracts and the Debtors shall be relieved, pursuant to section 365(k) of the Bankruptcy Code, from any liability under the Assigned Contracts effective as of the date of such assignment.

34. All counterparties to the Assigned Contracts shall cooperate and expeditiously execute and deliver, upon the reasonable requests of the Purchaser (and shall not charge the Debtors or the Purchaser) for any instruments, applications, consents, or other documents that may be required or requested by any public authority or other party or entity to effectuate the applicable transfers in connection with the sale of the Going-Concern Assets.

35. All timely filed objections to this Sale Order related *solely* to the assumption or assumption and assignment of an Assigned Contract, related Cure Costs, or adequate assurance in connection with an Assigned Contract which have not been resolved between the Debtors, the Purchaser, and the applicable contract counterparty prior to the entry of this Sale Order shall be continued to a future hearing which shall be noticed by the Debtors. The Purchaser shall have no obligation to pay Cure Costs for such Real Property Lease and the Real Property Lease shall not be considered an Assigned Contract until the objection is resolved. Such disputes related *solely* to the assumption or assumption and assignment of an Assigned Contract, related Cure Costs, or adequate assurance shall be adjudicated by the Bankruptcy Court on no less than five (5) business days' notice if the Debtors, the Purchaser and the applicable contract counterparty are unable to come to a resolution.

36. The assignments of each of the Assigned Contracts are made in good faith under sections 363(b) and (m) of the Bankruptcy Code.

37. Notwithstanding anything to the contrary herein, with respect to any executory contract or unexpired lease identified on a Supplemental Assumption Notice (as defined below) (each such contract or lease, a "Supplemental Contract"), including Non-Acquired Stores as defined in the post-Closing designation rights described in Section 1.5(b)(ii) and (iii) of the Asset Purchase Agreement, such Supplemental Contract shall be deemed an Assigned Contract under this Sale Order provided that the applicable contract counterparty does not object to the Supplemental Assumption Notice by the Supplemental Assumption Objection Deadline (as defined below) and the Court enters an order approving the assumption and assignment of the Supplemental Contract submitted by the Debtors under certification of no objection, and the Cure Costs for that Supplemental Contract shall be as set forth in the Supplemental Assumption Notice

unless a different amount is agreed to in writing. If an affected counterparty objects to the Supplemental Assumption Notice with respect to its Supplemental Contract by the Supplemental Assumption Objection Deadline, then such Supplemental Contract shall only be treated as an Assigned Contract upon either (i) the withdrawal of the applicable objection or (ii) further order of the Court. For the purposes of this paragraph 37, “Supplemental Assumption Notice” shall mean any subsequent notice setting forth additional executory contracts and unexpired leases to be assumed and assigned to the Purchaser, the proposed Cure Costs for any Supplemental Contract, and the applicable Supplemental Assumption Objection Deadline and shall contain a statement that the failure to timely object to the Supplemental Assumption Notice by the Supplemental Assumption Objection Deadline shall result in the contract being assumed and assigned in accordance with this Sale Order. For the purposes of this paragraph 37, “Supplemental Assumption Objection Deadline” shall mean 4:00 p.m. (ET) on the date that is seven (7) days after the filing and service of a Supplemental Assumption Notice.

VI. Carve Out Reserves and DIP Financing Provisions.

38. On the Closing Date (a) the Debtors shall report the amount of the Carve Out (as defined in the DIP Orders) as of such date to the Directing Cash Collateral Agent and (b) the Carve Out Reserves shall be funded in accordance with the DIP Orders. The Directing Cash Collateral Agent shall be deemed to have satisfied each of its obligations with respect to the Carve Out and the Carve Out Reserves as set forth in the DIP Orders upon the funding of the Carve Out Reserves. Prior to the Closing Date, the Debtors shall provide good faith, non-binding estimates to the Directing Cash Collateral Agent regarding the expected amount of the Carve Out Reserves to be funded on the Closing Date. Except as set forth in this paragraph, nothing in this Sale Order shall impair, modify or otherwise affect the Carve Out.

39. Upon the occurrence of the Closing Date and the occurrence of the events set forth in paragraphs 38 and 40, all ongoing commitments under the Prepetition ABL Facility (as defined in the DIP Orders) shall be deemed terminated and canceled.

40. Upon the occurrence of the Closing Date, proceeds of the sale of the Going-Concern Assets shall be used to make the ABL Repayment and do all things necessary to cash collateralize the Prepetition Letters of Credit in accordance with the procedures set forth in the Prepetition ABL Credit Agreement and the DIP Orders. Professionals for the Prepetition ABL Agent are authorized to immediately receive and apply any amounts received pursuant to a payoff letter acceptable to the Prepetition ABL Agent (the “ABL Payoff Letter”) towards payment of any fees of such professionals. Any and all amounts paid to professionals for the Prepetition ABL Agent pursuant to the ABL Payoff Letter are hereby approved in full and shall not be subject to avoidance, disgorgement or any similar form of recovery by the Debtors or any other person.

41. On or after the Closing Date, each of the Prepetition ABL Agent, the Prepetition Priority Term Loan Agent, and the Prepetition Existing Term Loan Agent shall execute and deliver all documents reasonably requested by the Debtors to evidence the release of any mortgages, deeds of trust, liens, pledges, and other security interests on the Purchased Assets.

42. Upon the occurrence of the Closing Date, the Seller shall transfer and assign all right, title, and obligations that the Seller holds in the Seller Note to the Prepetition Priority Term Loan Lenders in accordance with each Prepetition Priority Term Loan Lender’s ratable share of the Prepetition Priority Term Loan Obligations, and the administrative agent and collateral agent for the Seller Note shall process payments and hold liens for the benefit of the holders of the Seller Note.

VII. Approval of the Settlement.

43. The terms of the Settlement are approved in all respects. The Settlement satisfies all applicable requirements of the Bankruptcy Code and the Bankruptcy Rules, including sections 105(a) and 363(b) of the Bankruptcy Code and Bankruptcy Rule 9019.

44. In consideration and exchange for the valuable consideration being given by each of the ABL Secured Parties, the Consenting PTL Lenders, and the Consenting ETL Lenders (collectively, the “Consenting Prepetition Secured Parties”)⁵ in connection herewith, upon the Closing Date, each of the Consenting Prepetition Secured Parties and their respective past and present affiliates, representatives, agents, attorneys, advisors, partners, investors, professionals, officers, directors, and employees, including but not limited to any such parties that presently act or previously acted as a director, manager, or officer of the Debtors (collectively, the “Released Parties”), shall be deemed released and discharged by each and all of the Debtors, the Debtors’ estates, any party acting on behalf of the Debtors or their estates, and the Purchaser, in each case on behalf of themselves and their respective successors, assigns, and representatives, and any and all other entities who may purport to assert any cause of action, directly or derivatively, by, through, for, or because of the foregoing entities, from any and all claims, obligations, rights, suits, damages, causes of action, remedies, and liabilities whatsoever, including any derivative claims, asserted or assertable on behalf of any of the Debtors, the Debtors’ estates, and the Purchaser, as

⁵ For the avoidance of doubt, (i) the Prepetition Priority Term Loan Agent and any and all Prepetition Priority Term Loan Lenders that either (a) did not file an objection to the relief sought by the Motion or (b) filed such an objection, but subsequently withdrew it, shall in each case be deemed to be a Consenting PTL Lender; (ii) the Prepetition Existing Term Loan Agent and any and all Prepetition Existing Term Loan Lenders that either (a) did not file an objection to the relief sought by the Motion or (b) filed such an objection, but subsequently withdrew it, shall in each case be deemed to be a Consenting ETL Lender; and, without limitation of the foregoing, (iii) Elliott Investment Management L.P. and Monarch Alternative Capital LP, together with each of their respective managed investment funds, affiliates, and related entities, shall be deemed to be Consenting Prepetition Secured Parties and Released Parties for all purposes hereunder, regardless of the nature or capacity of such party’s relationships with the Debtors.

applicable, whether known or unknown, foreseen or unforeseen, existing or hereinafter arising, in law, equity, or otherwise, that the Debtors, the Debtors' estates, their affiliates or the Purchaser (or its successors or assigns) would have been legally entitled to assert in their own right (whether individually or collectively) or on behalf of the holder of any claim against, or interest in, the Debtors or the Purchaser, including, but not limited to, any such claims based on or relating to, or in any manner arising from, in whole or in part, the Debtors, the management or oversight of the Debtors' businesses, the transactions or events giving rise to these chapter 11 cases, the business or contractual arrangements between any Debtors and the Released Parties, any transactions or transfers between any Debtors and the Released Parties, the Debtors' in- or out-of-court restructuring efforts, intercompany transactions, the Sale Transaction, the DIP Orders, the ABL Facility, the Prepetition Priority Term Loan Credit Facility, the Prepetition Existing Term Loan Credit Facility, the Prepetition Credit Documents, the Prepetition Secured Obligations, the chapter 11 cases, or any transaction, contract, instrument, release, or other agreement or document created or entered into in connection with the Sale Transaction, the DIP Orders, the ABL Facility, the Prepetition Priority Term Loan Credit Facility, the Prepetition Existing Term Loan Credit Facility, the Prepetition Credit Documents, the filing of the chapter 11 cases, this Sale Order, the distribution of proceeds from the Sale Transaction or any other related agreement, or otherwise, or upon any other act or omission, transaction, agreement, transfer, event or other occurrence taking place on or before the Closing Date; *provided* that any right to enforce this Sale Order is not so released; and *provided further* that notwithstanding anything herein to the contrary, the entry of this Sale Order is without prejudice to, and does not constitute a waiver or release of, any rights or claims of any of the Prepetition Secured Parties under the Prepetition ABL Intercreditor Documents or the Prepetition Priority First Lien Intercreditor Agreement. For the avoidance of

doubt, the Challenge Period (as defined in the DIP Orders) shall be deemed to have expired on the Closing Date with respect to each of the Released Parties. The releases provided for herein are an integral part of the Sale Transaction; absent the releases provided for herein, the Consenting Prepetition Secured Parties would not have consented to the Sale Transaction and the Debtors did not have an alternate means of providing adequate protection of the Consenting Prepetition Secured Parties' claims to their collateral.

45. On the Closing Date and contemporaneously with the payment in full of the Prepetition ABL Obligations, the Debtors shall establish, fund, and maintain a segregated account (the "Stub Rent Reserve") sufficient to pay all allowed claims on account of Stub Rent⁶ (the "Stub Rent Claims") in the minimum amount of \$8,100,000. Consistent with the Approved Budget and the Final DIP Order, the Debtors shall fund the full amount of the Stub Rent Reserve from the proceeds of the Sale Transaction upon Closing contemporaneously with the payment in full of the Prepetition ABL Obligations. The Debtors shall pay Stub Rent Claims out of the Stub Rent Reserve in accordance with the Approved Budget; *provided* that Stub Rent Claims shall be paid within five (5) Business Days of the effective date of the assumption, assumption and assignment, or rejection of the applicable lease or such later date as agreed to by the Debtors and the applicable landlord. For the avoidance of doubt, the Stub Rent Reserve shall solely be used for payment of Stub Rent claims until all such allowed Stub Rent Claims are paid in full or otherwise consensually resolved, at which time any funds remaining in the Stub Rent Reserve shall be released to the Debtors.

⁶ "Stub Rent" means the postpetition, prerejection portion of regularly accruing monthly rent, expenses, and charges under the terms of the Debtors' non-residential real property leases that are due for the period from and including the Petition Date through and including August 31, 2025

46. On the Closing Date, subject to the payment in full of the Prepetition ABL Obligations, the Debtors shall establish, fund, and maintain a reserve (the “503(b)(9) Claims Reserve”) to pay all allowed claims arising under section 503(b)(9) of the Bankruptcy Code (the “Section 503(b)(9) Claims”) (except to the extent such claims are otherwise assumed in connection with the Sale Transaction) in the minimum amount of \$6,154,000. Consistent with the Approved Budget and the Sale Order, the Debtors shall fund the full amount of the 503(b)(9) Claims Reserve from the proceeds of the Sale Transaction upon Closing subject to the payment in full of all Prepetition ABL Obligations. The Debtors shall pay 503(b)(9) Claims out of the 503(b)(9) Claims Reserve in accordance with the Approved Budget.

47. On the Closing Date and subject to the payment in full of all Prepetition ABL Obligations and funding of the Stub Rent Reserve and 503(b)(9) Claims Reserve, the Debtors, with the consent of the Prepetition Priority Term Loan Lenders and Prepetition Existing Term Loan Lenders, shall hold \$1,000,000 in reserve for the benefit of general unsecured creditors (the “GUC Reserve”), the distribution and/or use of which shall be in accordance with the Debtors’ chapter 11 plan. If and to the extent there remains unused amounts budgeted for the Committee Professionals pursuant to any Approved Budget, such funds shall be added to the GUC Reserve. Notwithstanding anything to the contrary herein, the funds in the GUC Reserve shall not constitute Adequate Protection Collateral and shall remain fully unencumbered.

48. For the avoidance of doubt, claims against the Debtors’ former officers, tariff claims, breach of contract claims, claims relating to the Debtors’ class action settlement with Discover Card, and any other claim or cause of action that constitutes an Excluded Asset shall not be purchased by the Purchaser as an Acquired Asset.

49. The parties are authorized to take any and all actions necessary to consummate the Settlement. The stay of section 362 of the Bankruptcy Code is hereby modified to permit the parties to implement the terms and conditions of the Settlement.

VIII. Consumer Privacy Provisions.

50. The sale of personally identifiable information contemplated in the Asset Purchase Agreement is consistent with the Seller's privacy policies and satisfies the requirements of section 363(b)(1)(A) of the Bankruptcy Code.

51. The Purchaser shall be bound by and meet the material standards established by the Seller's privacy policies solely with respect to the personally identifiable information transferred to the Purchaser pursuant to the Asset Purchase Agreement; provided, however, that nothing in this Sale Order shall affect, limit, restrict, prohibit or impair any right to amend or replace the Seller's privacy policies on a going forward basis with respect to the personally identifiable information transferred to the Purchaser, in accordance with the terms thereof and applicable law.

IX. Other Provisions.

52. The Sale Transaction and any other transactions contemplated by the Asset Purchase Agreement and the Asset Purchase Agreement are undertaken by the Purchaser without collusion and in good faith, as that term is defined in section 363(m) of the Bankruptcy Code, and accordingly, the reversal or modification on appeal of the authorization provided herein to consummate any transaction shall not affect the validity of such transaction (including, for the avoidance of doubt, the sale of the Going-Concern Assets free and clear of all liens, claims, and encumbrances (unless such lien, claim, or encumbrance constitutes a Permitted Encumbrance (as that term is defined in the Asset Purchase Agreement))), unless such authorization and consummation of such transaction was stayed pending such appeal. The Purchaser is a good-faith

purchaser within the meaning of section 363(m) of the Bankruptcy Code and, as such, is entitled to the full protections of section 363(m) of the Bankruptcy Code. The Purchaser has not colluded with any potential purchaser or any other parties interested in the Going-Concern Assets, and therefore the sale of the Going-Concern Assets may not be avoided pursuant to section 363(n) of the Bankruptcy Code.

53. For the avoidance of doubt, Permitted Encumbrances include easements, rights-of-way, and restrictive covenants, as well as any reciprocal easement agreement or declaration of covenants and restrictions or other similar land use agreement and any local law related to the Real Property Lease to which the Debtors were subject as of the Closing; provided, however, in all respects, Assignee shall, except as set forth in this Order, assume all of the terms, conditions and covenants of the Real Property Lease as tenant under the applicable Real Property Lease, and agrees to assume and undertake to pay, perform and discharge all obligations and duties with respect to the Real Property Lease that accrue and become due on or after the Closing Date.

54. For the avoidance of doubt and notwithstanding anything to the contrary in this Sale Order or the Asset Purchase Agreement, to the extent any of the Going-Concern Assets located in Texas and subject to any *ad valorem* prepetition taxes for tax year 2025 (the “2025 Taxes”) of the Texas Taxing Authorities (as defined in D.I. 322) are to be sold, any proration of the 2025 Taxes shall be calculated by the Debtors and the Purchaser and the Texas Taxing Authorities are not required to issue separate tax statements to reflect the Debtors’ pre-closing tax liability and the Purchaser’s post-closing tax liability.

55. Upon the closing of the Sale Transaction, notwithstanding anything to the contrary herein or in the DIP Orders, the DIP Loans shall be automatically credited against the Purchase Price, and shall be deemed repaid in full and final satisfaction of all liens, claims, encumbrances,

and other interests, and shall be deemed released and discharged by the DIP Lender in each case on behalf of themselves and their respective successors, assigns, and representatives, and any and all other entities who may purport to assert any cause of action, directly or derivatively, by, through, for, or because of the DIP Lender, from any and all claims, obligations, rights, suits, damages, causes of action, remedies, and liabilities whatsoever, including any derivative claims, asserted or assertable on behalf of any of the DIP Lender.

56. The automatic stay pursuant to section 362 of the Bankruptcy Code is hereby lifted to the extent necessary, without further order of this Court, to (i) allow the Purchaser to deliver any notice provided for in the Asset Purchase Agreement and any ancillary documents and (ii) allow the Purchaser to take any and all actions permitted under this Sale Order, the Asset Purchase Agreement, the other agreements contemplated by the Asset Purchase Agreement, and any other ancillary documents in accordance with the terms and conditions thereof.

57. Atlantic Specialty Insurance Company (“ASIC”) issued certain surety bonds on behalf of the Debtors (collectively, the “Surety Bonds” and, each individually, a “Surety Bond”). ASIC issued the Surety Bonds in connection with the execution by one or more of the Debtors of certain general indemnity agreement (collectively, the “Indemnity Agreements”). The Debtors obligations to ASIC under the Surety Bonds and the Existing Agreement are secured by a letter of credit and cash which together total not less than \$1.9 million as of the Petition Date (the “ASIC Collateral”).

58. Nothing in this Sale Order, any related asset purchase agreement(s), or any document, agreement, or other instrument contemplated by or related to the foregoing or any Sale Transaction shall (i) be construed to authorize or permit the assumption and assignment of any Surety Bonds, any Indemnity Agreements, any collateral agreement in respect of any ASIC

Collateral, and/or other agreements between the Debtors and ASIC (collectively, the “Surety Agreements”), or obligate ASIC to replace any Surety Bonds and/or issue any new surety bond on behalf of any purchaser or (ii) be deemed to provide ASIC’s consent to the involuntary substitution of any principal under any Surety Bond and/or any Indemnity Agreements. For the avoidance of doubt, the purchaser shall not be a substitute principal under any Surety Bonds or any Indemnity Agreements absent consent from the applicable Surety. Further, nothing in this Sale Order, any related asset purchase agreement(s), or any document, agreement, or other instrument contemplated by or related to the foregoing or any Sale Transaction shall be deemed to alter, limit, modify, release, waive, prime, or prejudice any rights, remedies, and/or defenses that ASIC has or may have (i) in any ASIC Collateral, (ii) under the Surety Bonds, Indemnity Agreements, agreements in respect of any ASIC Collateral, or related agreements, or (iii) against any non-Debtor or third party.

59. The Debtors, including their respective officers, employees, and agents, are hereby authorized to execute such documents and do such acts as are necessary or desirable to carry out the transactions contemplated by the terms and conditions of the Asset Purchase Agreement and this Sale Order. The Debtors shall be, and they hereby are, authorized to take all such actions as may be necessary to effectuate the terms of the Asset Purchase Agreement and this Sale Order and the relief granted pursuant to this Sale Order.

60. From time to time, as and when requested by any party, each party to the Sale Transaction and other agreements contemplated by the Asset Purchase Agreement shall execute and deliver, or cause to be executed and delivered, all such documents and instruments and shall take, or cause to be taken, all such further or other actions as such other party may reasonably deem necessary or desirable to consummate the Sale Transaction and other transactions

contemplated by the Asset Purchase Agreement, including such actions as may be necessary to vest, perfect or confirm, of record or otherwise, in the Purchaser its right, title and interest in and to the Going-Concern Assets.

61. The parties to the Sale Transaction and the other agreements contemplated by the Asset Purchase Agreement may make any non-material modifications, amendments, or supplements to such agreement and to any related agreements, documents, or other instruments in accordance with the terms thereof without further order of this Court.

62. Notwithstanding the provisions of the Bankruptcy Rules, including Bankruptcy Rules 6004(h), 6006(d), and 7062, or any applicable provisions of the Local Rules, this Sale Order shall not be stayed after the entry hereof, but shall be effective and enforceable immediately upon entry, and the fourteen (14) day stay provided in Bankruptcy Rules 6004(h) and 6006(d) is waived and shall not apply. Time is of the essence in closing the Sale Transaction and the other transactions contemplated by the Asset Purchase Agreement, and the Debtors and the Purchaser intend to close the Sale Transaction and the other transactions contemplated by the Asset Purchase Agreement as soon as practicable.

63. Nothing in this Sale Order shall be taken as an extension of the Debtors' deadline to assume or reject contracts of nonresidential real property pursuant to section 365(d)(4) of the Bankruptcy Code; *provided* that this Sale Order is without prejudice to the Debtors' rights to seek such extension(s) pending further order of the Court.

64. The Court shall retain jurisdiction to interpret, implement, and enforce the terms and provisions of this Sale Order and the Asset Purchase Agreement entered into for purposes of consummating the Sale Transaction, the other transactions contemplated by the Asset Purchase Agreement, all amendments thereto, and any waivers and consents thereunder and each of the

agreements executed in connection therewith to which the Debtors are a party, and to adjudicate, if necessary, any and all disputes concerning or relating in any way to the sale of the Going-Concern Assets.

Dated: September 10th, 2025
Wilmington, Delaware



Handwritten signature of Brendan L. Shannon in black ink, written over a horizontal line.

BRENDAN L. SHANNON
UNITED STATES BANKRUPTCY JUDGE

Exhibit 1

Asset Purchase Agreement

EXECUTION VERSION
CONFIDENTIAL

ASSET PURCHASE AGREEMENT

DATED AS OF AUGUST 18, 2025

BY AND AMONG

AWS CLAIRE'S, LLC, AS PURCHASER,

AND

CLAIRE'S HOLDINGS LLC

AND ITS SUBSIDIARIES NAMED HEREIN, AS SELLERS

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Exhibit C	Form of Seller Note
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ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement (this “Agreement”), dated as of August 18, 2025 (the “Agreement Date”), is made by and among AWS Claire’s, LLC, a Delaware limited liability company (subject to Section 10.4(b), “Purchaser”), and Claire’s Holdings LLC, a Delaware limited liability company (as in existence on the Agreement Date, as a debtor-in-possession, and as a reorganized Debtor, as applicable, “Parent”) and the Subsidiaries of Parent that are indicated on the signature pages attached hereto (as updated pursuant to Section 6.14, together with Parent, each a “Seller” and collectively “Sellers”). Purchaser and Sellers are referred to individually as a “Party” and collectively as the “Parties.” Capitalized terms used in this Agreement shall have the meanings set forth in this Agreement including Article XI.

WHEREAS, on August 6, 2025, Sellers, together with certain of Sellers’ Subsidiaries and Affiliates (other than the Canadian Seller (as defined below)), commenced voluntary cases under chapter 11 of title 11 of the United States Code, 11 U.S.C. §§ 101-1532 (as amended, 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 under Case No. 25-11454 (collectively, the “Bankruptcy Cases”);

WHEREAS, on August 6, 2025, Seller Claire’s Stores Canada Corp. (the “Canadian Seller”) was granted protection under the *Companies’ Creditors Arrangement Act*, RSC 1985, c. C-36 (the “CCAA”) in the Ontario Superior Court of Justice (Commercial List) (the “Canadian Court” and the proceedings thereunder, the “Canadian Proceedings”);

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 (i) with respect to Acquired Assets and Assumed Liabilities of the Sellers subject to the Bankruptcy Cases, the Bankruptcy Court pursuant to, *inter alia*, sections 105, 363 and 365 of the Bankruptcy Code, in accordance with the other applicable provisions of the Bankruptcy Code and the Federal Rules of Bankruptcy Procedure and the local rules for the Bankruptcy Court, and (ii) with respect to Acquired Assets and Assumed Liabilities of the Canadian Seller, the Canadian Court, in accordance with the applicable provisions of the CCAA, all on the terms and subject to the conditions set forth in this Agreement and subject to the entry and terms of the Sale Order;

WHEREAS, on or prior to the date hereof, as a material inducement to Parent and the Sellers’ willingness to enter into this Agreement and consummate the transactions contemplated hereby, Purchaser, Parent and the Escrow Agent have entered into an escrow agreement (the “Escrow Agreement”);

WHEREAS, at the Closing, Purchaser will issue and deliver to Parent that certain Seller Note, substantially in the form attached hereto as Exhibit C (the “Seller Note”), in favor of the Sellers, in an original principal amount equal to \$36,000,000 (the “Seller Note Amount”); and

NOW, THEREFORE, in consideration of the foregoing and the mutual representations, warranties, covenants, and agreements set forth in this Agreement, intending to be legally bound, the Parties hereby agree as follows:

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

Section 1.1 Purchase and Sale of the Acquired Assets. Pursuant to sections 105, 363 and 365 of the Bankruptcy Code, on the terms and subject to the conditions set forth in this Agreement and in the Sale Order, 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, as of the Closing, 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 primarily related to the Business held by any Seller as of the Closing, 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 any Seller after the Agreement Date and prior to the Closing, and further including Sellers' right, title and interest in and to, as of the Closing, the following assets of each Seller, but excluding in all cases the Excluded Assets:

(a) (i) subject to Section 1.5, the Contracts on Schedule 1.1(a), (ii) all purchase orders or similar instruments related to the Contracts set forth on Schedule 1.1(a), (iii) all Contracts that are leases governing tangible assets otherwise included in the Acquired Assets, (iv) all Contracts constituting a guarantee, indemnity, or similar arrangement pursuant to which Parent or any of its Subsidiaries provides a Seller Support Obligation in respect of any other Assigned Contract or Assumed Liability, but, in all cases, excluding Leases, which are addressed in Section 1.1(f) (collectively, the "Assigned Executory Contracts");

(b) all Accounts Receivable;

(c) Subject to Section 1.1(n), all prepaid expenses or deposits (A) made pursuant to any Assigned Contract or purchase order or (B) to the extent arising out of the operation or conduct of the Business unless to the extent related to any Excluded Contracts;

(d) any cash on hand (whether in a cash register, safe, deposit box) at an Acquired Leased Real Property (the "Store Cash" and such amount, the "Store Cash Amount");

(e) all Documents (excluding any credit card numbers or related customer payment sources, social security numbers, or other information to the extent prohibited by Law) and any Tax Returns of the Sellers to the extent solely or primarily related to any Acquired Assets, Acquired Entities or any Assumed Liabilities other than any Excluded Tax Return (the "Assumed Tax Returns");

(f) subject to Section 1.5, the Leased Real Property listed on Schedule 1.1(f) (the "Acquired Leased Real Property" and the Lease governing any Acquired Leased Real Property, an "Acquired Lease" and collectively, the "Acquired Leases", and together with the Assigned Executory Contracts, the "Assigned Contracts"), including any Leasehold Improvements and all permanent fixtures, improvements, and appurtenances thereto;

(g) subject to Section 1.2(j), all tangible assets (including Equipment) of Sellers, including the tangible assets of Sellers located at any Acquired Leased Real Property and

any such tangible assets on order to be delivered to any Seller; provided that, with respect to any such tangible asset that is leased to any Seller, the lease agreement covering such leased tangible asset is an Assigned Contract;

(h) all rights against third parties (including customers, suppliers, vendors, merchants, manufacturers and counterparties to any Assigned Contract), including causes of action, claims, counterclaims, defenses, credits, rebates (including any vendor or supplier rebates), demands, allowances, refunds, rights of set off, rights of recovery, rights of recoupment or rights under or with respect to express or implied guarantees, warranties, representations, covenants or indemnities made by such third parties, in each case (i) other than with respect to Taxes or Tax matters (including any Tax refunds or Tax attributes) and (ii) to the extent arising out of or relating to events or circumstances occurring from and after the Closing Date with respect to any of the Acquired Assets or Assumed Liabilities (in each case, other than against any Seller or its Affiliates);

(i) all credits, deposits, prepaid amounts and other rights to refunds in respect of Taxes that are attributable to (i) any Acquired Asset for any taxable period (or portion thereof) beginning after the Closing Date, (ii) any Acquired Entity or (iii) any Assumed Liability;

(j) all Equity Interests that any Seller owns in the Persons set forth on Schedule 1.1(j) (the “Transferred Subsidiaries” and, together with the Subsidiaries of any Transferred Subsidiary, the “Acquired Entities”) and all amounts owing from any Acquired Entity to any Seller;

(k) to the extent transferable under applicable Law, all of the rights, interests and benefits (if any) accruing under all Permits and Governmental Authorizations and all pending applications therefor;

(l) the sponsorship of, and all rights, interests and assets associated with, the Employee Benefit Plans set forth on Schedule 1.1(l) (collectively, the “Assumed Benefit Plans”);

(m) all Intellectual Property owned by Sellers, all rights to collect royalties and proceeds in connection with such Intellectual Property with respect to the period from and after the Closing, 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 (collectively, the “Acquired Intellectual Property”);

(n) all (i) subject to Section 1.2(j), Inventory and supplies of Sellers located in any Acquired Leased Real Property or Go-Forward Store in North America, (ii) prepaid inventory or in-transit inventory ordered and paid for by any Seller for any Acquired Leased Real Property or Go-Forward Store prior to Closing (including customs and freight charges to the extent paid by Sellers prior to Closing), regardless whether such inventory has arrived at an Acquired Leased Real Property or Go-Forward Store as of the Closing Date and (iii) inventory on consignment or related to the Seller’s Consumer Products Group; and

(o) all goodwill, payment intangibles and general intangible assets and rights of Sellers.

Section 1.2 Excluded Assets. Notwithstanding anything to the contrary in this Agreement, in no event shall Sellers be deemed to sell, transfer, assign, convey or deliver, and Sellers shall retain all right, title and interest to any assets of the Seller other than the Acquired Assets, including the following properties, rights, interests and other assets of Sellers (collectively, the “Excluded Assets”): Sellers hereby acknowledge and agree that no Asset of any Acquired Entity shall be an Excluded Asset and that all Assets of any Acquired Entity as of the Closing shall continue to be the Assets of such Acquired Entity following the Closing.

(a) except as set forth in Section 1.1(c), (d) and (n)(ii), and excluding those of any Acquired Entities, all Cash and Cash Equivalents of Sellers, all bank accounts, and all deposits (including maintenance deposits, and security deposits for rent, electricity, telephone or otherwise) or prepaid or deferred charges and expenses, including all lease and rental payments, that have been prepaid by any Seller, except to the extent made pursuant to any Assigned Contract or Lease for any Go-Forward Store, and any retainers or similar amounts paid to Advisors or other professional service providers;

(b) subject to Section 1.5, all rights and interests in any Contracts of Sellers other than the Assigned Contracts, including the Contracts set forth on Schedule 1.2(b) (collectively, the “Excluded Contracts”); provided, that Leases for Go-Forward Stores which are not Assigned Contracts as of the Closing shall not constitute Excluded Contracts until such time as Purchaser timely notifies Sellers that such Go-Forward Store Lease will not be an Assigned Contract in accordance with Section 1.5(b)(ii);

(c) (i) all Documents (including information stored on the computer systems, data networks or servers of any Seller) (A) to the extent they relate to any of the Excluded Assets or Excluded Liabilities, (B) that are financial accounting Documents, minute books, Organizational Documents, stock certificates or other Equity Interests instrument, stock registers and such other books and records of any Seller pertaining to the ownership, organization or existence of such Seller, Tax Returns and records (and any related work papers), corporate seal, checkbooks, and canceled checks, (C) that any Seller is required by Law to retain, or (iv) that are governed under applicable data privacy Laws that prohibit the transfer or sale of Personal Information and (ii) all Tax Returns, Tax records and Tax work papers of the Sellers other than Assumed Tax Returns; provided that Purchaser shall have the right to make copies of any reasonably relevant portions of such Documents or Tax Returns (other than Excluded Tax Returns) to the extent not prohibited by applicable Law;

(d) all documents prepared or received by any Seller or any of its Affiliates or on their behalf in connection with the sale of the Acquired Assets, this Agreement or the other Transaction Agreements, the Transactions, or the Bankruptcy Case, including (i) all records and reports prepared or received by Sellers or any of their respective Affiliates or Advisors in connection with the sale of the Acquired Assets and the Transactions, including all analyses relating to the business of any Seller or its Affiliates so prepared or received, (ii) all bids and expressions of interest received from third parties with respect to the acquisition of any of Sellers’ businesses or assets, (iii) all privileged materials, documents and records of any Seller or any of its Affiliates, including any privileged materials, documents and records that are in the possession of any Acquired Entity (and including for the avoidance of doubt, any other privileged materials, documents and records that are prepared or received by Seller or any of its Affiliates or on their

behalf in any other circumstance), (iv) copies of the documents, materials and data related to the Acquired Assets or Assumed Liabilities prior to the Closing Date, (v) confidentiality agreements with prospective purchasers of any of Sellers' businesses or assets, and (vi) any other files or records to the extent relating exclusively to any Excluded Assets, Excluded Liabilities or the Bankruptcy Case;

(e) all current and prior insurance policies or Employee Benefit Plans of any Seller or its Affiliates, in each case, that are not Assumed Benefit Plans, including all director and officer insurance policies, and all rights and benefits of any nature of Sellers or its Affiliates with respect to such insurance policies or Employee Benefit Plans, including all insurance recoveries under such insurance policies or Employee Benefit Plans and rights to assert claims with respect to any such insurance recoveries;

(f) all Equity Interests of any Seller or any of their respective Subsidiaries, other than Equity Interests issued by any Acquired Entity;

(g) (i) all preference or avoidance claims or Actions arising under the Bankruptcy Code or applicable Law, (ii) all other rights, claims, causes of action, rights of recovery, rights of set-off, and rights of recoupment as of the Closing of any Seller or its Affiliates, in each case, arising out of or relating to events occurring on or prior to the Closing Date, and (iii) all claims that any Seller or any of its Affiliates may have against any Person to the extent related to any other Excluded Assets or any Excluded Liabilities;

(h) Sellers' claims, causes of action or other rights under this Agreement, including the Purchase Price, or any agreement, certificate, instrument, or other document executed and delivered between any Seller or its Affiliates, on the one hand, and Purchaser or any member of the Purchaser Group, on the other hand, in connection with the Transactions, or any other agreement between any Seller or its Affiliates, on the one hand, and Purchaser or any member of the Purchaser Group, on the other hand, entered into on or after the Agreement Date;

(i) all credits, deposits, prepaid amounts and other rights to refunds in respect of Taxes that are attributable to (i) any Acquired Asset in any Tax period ending on or prior to the Closing Date (unless such Taxes are Assumed Liabilities), (ii) any Excluded Asset or (iii) any Excluded Liability;

(j) every asset of Sellers or their Affiliates that would otherwise constitute an Acquired Asset (if owned immediately prior to the Closing) if conveyed or otherwise disposed of during the period from the Agreement Date until the Closing Date (i) in the Ordinary Course, (ii) as authorized by the Bankruptcy Court, or (iii) as otherwise permitted by the terms of this Agreement;

(k) except with respect to Assigned Contracts, all demands, credits, statements, allowances, refunds, rebates (including any vendor or supplier rebates), rights (including under or with respect to express or implied guarantees, warranties, representations, covenants and indemnities), claims, counterclaims, defenses, credits, causes of action, rights of set off, rights of recovery or rights of recoupment relating to or arising against suppliers, vendors, merchants, manufacturers and counterparties to Leases, licenses or any Contract, arising out of or relating to events occurring on or prior to the Closing Date;

(l) all claims or other amounts owing from any Sellers or any of their respective Affiliates (other than the Acquired Entities);

(m) the credit card reserves of the Sellers; and

(n) all items set forth on Schedule 1.2(n).

Section 1.3 Assumption of Certain Liabilities. On the terms and subject to the conditions set forth in this Agreement, in the Sale Order, effective as of the Closing, in addition to the payment of the Cash Purchase Price and delivery of the Seller Note in accordance with Section 2.1, Purchaser shall irrevocably assume from each Seller (or with respect to Taxes, if applicable, from such Seller's applicable Affiliate) and from and after the Closing pay, perform, discharge, or otherwise satisfy in accordance with their respective terms, and Sellers (or with respect to Taxes, if applicable, Sellers' applicable Affiliate) shall irrevocably transfer, assign, convey, and deliver to Purchaser, only the following Liabilities, without duplication and only to the extent not paid prior to the Closing (collectively, the "Assumed Liabilities"):

(a) all Liabilities and obligations of any Seller under the Assigned Contracts related to and arising from and after the Closing, including any accrued but unpaid Liabilities that are not due prior to the Closing;

(b) all cure costs required to be paid pursuant to Section 365 of the Bankruptcy Code and/or any equivalents under the CCAA in connection with the assumption and assignment of the Assigned Contracts ("Cure Costs");

(c) all Liabilities (including all government charges or fees) related to or arising out of the Purchaser's conduct of the Business or the ownership or operation of the Acquired Assets on or after the Closing Date;

(d) all Liabilities relating to amounts required to be paid, or actions required to be taken or not to be taken, by Purchaser under the express terms of this Agreement;

(e) all Liabilities for (i) Taxes imposed on or with respect to the Acquired Assets (including the Acquired Entities) and the Assumed Liabilities for any taxable period (or portion thereof) beginning after the Closing Date and (ii) Sales Taxes and Transfer Taxes allocated to Purchaser pursuant to Section 9.1;

(f) the sponsorship of and all Liabilities at any time arising under, pursuant to or in connection with the Assumed Benefit Plans and all Liabilities for compliance with the requirements of section 4980B of the Tax Code and the rules and regulations thereunder with respect to all individuals who are "M&A qualified beneficiaries" as such term is defined in 26 C.F.R. § 54.4980B-9;

(g) all Liabilities up to a cap of \$5,900,000 arising under Section 503(b)(9) of the Bankruptcy Code;

(h) all (i) Liabilities relating to Purchaser's employment of the Transferred Employees and all Liabilities and obligations assumed by Purchaser under Section 6.3, including

all Liabilities associated with any termination of employment of any Transferred Employee after the Closing; and (ii) for the avoidance of doubt, all Liabilities of any kind or nature whatsoever, whenever arising, relating to the Acquired Entity Employees;

(i) all Liabilities related to the Acquired Leased Real Property and the Acquired Leases, including any Leasehold Improvements and all permanent fixtures, improvements, and appurtenances thereto;

(j) any Liabilities owing to any Acquired Entity;

(k) all Liabilities related to gift cards, store credits, customer loyalty programs, and gift certificates, validly issued by the Sellers within the one-year period prior to the Closing that are outstanding and redeemable in North America; and

(l) all Liabilities in respect of freight and duty for any Inventory purchased by Sellers as contemplated by Section 6.1(a).

Section 1.4 Excluded Liabilities. 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 any Seller of any kind or nature whatsoever, whether absolute, accrued, contingent or otherwise, liquidated or unliquidated, due or to become due, known or unknown, currently existing or hereafter arising, matured or unmatured, direct or indirect, and however arising, 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, including any Liabilities of any Seller in respect of such Seller's European operations, that are not Assumed Liabilities being referred to collectively as the "Excluded Liabilities"). For avoidance of doubt, the Excluded Liabilities shall include (a) all Liabilities relating to Sellers' employment of the Business Employees and qualified COBRA beneficiaries (including payroll, benefits and COBRA) up to the Closing, including all Liabilities associated with any termination of employment of any Business Employee on or prior to the Closing, (b) all Liabilities for Taxes imposed on or with respect to the Business, the Acquired Assets (including the Acquired Entities) and the Assumed Liabilities for any taxable period (or portion thereof) beginning prior to and ending on the Closing Date, and all Liabilities for Taxes imposed on or with respect to the Excluded Assets and Excluded Liabilities and (c) all Liabilities in respect of Stub Rent. Purchaser hereby acknowledges and agrees that no Liability of any Acquired Entity shall be an Excluded Liability and that all Liabilities of any Acquired Entity as of the Closing shall continue to be the Liabilities of such Acquired Entity following the Closing.

Section 1.5 Assumption/Rejection of Certain Contracts.

(a) Assumption and Assignment of Executory Contracts. Sellers shall provide timely and proper written notice of a proposed Sale Order to all parties to any executory Contracts or unexpired Leases to which any Seller is a party that are Assigned Contracts and take all other actions reasonably necessary to cause such Assigned Contracts to be assumed by Sellers and assigned to Purchaser pursuant to Section 365 of the Bankruptcy Code and/or its equivalents under the CCAA to the extent that such Contracts or Leases are Assigned Contracts at Closing. The Sale Order shall provide that as of and conditioned on the occurrence of the Closing, the applicable

Sellers shall assume and assign or cause to be assigned to Purchaser, as applicable, the Assigned Contracts, each of which shall be identified by the name or appropriate description and date of the Assigned Contract (if available), the other party to the Assigned Contract and the address of such party for notice purposes, all included in a notice filed with the Bankruptcy Court. Such notice shall also set forth Sellers' good faith estimate of the Cure Cost under each of the Assigned Contracts. At the Closing, pursuant to the Sale Order, and the Assignment and Assumption Agreement, Sellers shall assume and assign to Purchaser (the consideration for which is included in the Purchase Price), and Purchaser shall accept and assume all Assigned Contracts that may be assigned by any such Seller to Purchaser pursuant to sections 363 and 365 of the Bankruptcy Code and/or its equivalents under the CCAA. At the Closing, Purchaser shall (i) pay all Cure Costs and (ii) assume, and thereafter in due course and in accordance with its respect terms pay, fully satisfy, discharge and perform all of the obligations under each Assigned Contract pursuant to Section 365 of the Bankruptcy Code and/or its equivalents under the CCAA.

(b) Go-Forward Stores; Excluding or Adding Assigned Contracts.

(i) Within seven (7) days following the date hereof, Purchaser shall provide notice to Sellers identifying the retail stores operated by the Sellers in North America that Purchaser is not interested in acquiring (such stores, the "Phase I Closing Stores"). Notwithstanding anything to the contrary herein, Sellers shall be permitted, from and after receipt of the foregoing notice, to conduct liquidation and "going out of business" sales at the Phase I Closing Stores; provided that, in no event shall any Inventory, located in the Sellers' distribution center(s) or not otherwise located in the Phase I Closing Stores be delivered to any of the Phase I Closing Stores.

(ii) Subject to Section 1.5(b)(iii), Purchaser shall have the right to notify Sellers in writing of any Assigned Contract covered in clause (i) or (v) of Section 1.1(a) or Section 1.1(f) that it does not wish to assume or any Contract to which any Seller is a party that Purchaser wishes to add as an Assigned Contract, in either case, following the date hereof and at least two Business Days prior to Closing, and (i) 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 added to the Schedules related to Excluded Contracts, in each case, without any adjustment to the Purchase Price, and (ii) any such previously considered Excluded Contract that Purchaser wishes to assume as an Assigned Contract shall be automatically deemed added to the Schedules related to Assigned Contracts, automatically deemed removed from the Schedules related to Excluded Contracts, and assumed by the applicable Seller to sell and assign to Purchaser and accepted and assumed by Purchaser, in each case, without any adjustment to the Purchase Price. Purchaser shall be solely responsible for the payment, performance and discharge when due of the Liabilities under the Assigned Contracts arising or that are otherwise payable from the time of and after the Closing. In the event that as of the Closing there are any Contracts (including Leases for Go-Forward Stores) for which Purchaser desires additional time to decide whether to include such on Schedule 1.1(a) or (f), as applicable, Purchaser may, in its discretion, require Sellers to keep in place such Contract(s) (at Purchaser's sole cost and expense) and, notwithstanding anything to the contrary herein, in no event shall any such Contract(s) be deemed to be an Excluded Contract unless Purchaser has not elected for such Contract to

be an Assigned Contract within the earlier of (x) the effective date of the Plan and (y) sixty (60) days following the Closing (such date, the “Rejection Deadline Date”).

(iii) On or prior to September 15, 2025, Purchaser shall provide notice of the Leases for the Go-Forward Stores that (A) Purchaser will seek to assume as of the Closing Date (the “Acquired Stores”) and (B) Purchaser does not seek to assume as of Closing but for which the Purchaser requests the Debtors not reject effective as of Closing (the “Non-Acquired Stores”). Purchaser shall be responsible for any obligations relating to the Non-Acquired Stores arising after Closing that arise under section 365(d)(3) of the Bankruptcy Code and/or its equivalents under the CCAA, including but not limited to base rent, any percentage rent relating to store proceeds, utilities, common area maintenance charges, and other rents, fees, and costs specified by the applicable Lease (the “Non-Acquired Stores Obligations”). The Debtors may in their sole discretion reject the applicable Leases for (1) any Go-Forward Stores that are not Acquired Stores and (2) if Purchaser has not timely paid to Parent the Non-Acquired Store Obligations with respect to any Non-Acquired Store within 3 Business Days’ following Parent’s request for payment for such Non-Acquired Store Obligations, such Non-Acquired Stores.

(c) Non-Assignment.

(i) Notwithstanding anything to the contrary in this Agreement, a Contract shall not be assigned to, or assumed by, Purchaser to the extent that such Contract is rejected by Seller or its Affiliates in accordance with this Section 1.5 or terminated by a Seller, its Affiliates or any other party thereto, 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 and is not continued or otherwise extended upon assumption.

(ii) Notwithstanding anything to the contrary in this Agreement, if (A) an Acquired Asset requires a Consent or Governmental Authorization in order to permit the sale or transfer to Purchaser of the applicable Seller’s right, title and interest in and to such asset, (B) no Order of the Bankruptcy Court or the Canadian Court, including the Sale Order, is then in effect that precludes satisfaction of such requirement, and (C) such Consent or Governmental Authorization has not been obtained prior to such time as such right, title and interest is to be transferred by Purchaser, such asset shall not be transferred to, or received by, Purchaser until either (Y) such an Order is in effect or (Z) such Consent or Governmental Authorization has been obtained.

(iii) If any Acquired Asset is deemed not to be assigned pursuant to Section 1.5(c)(ii), the Closing shall nonetheless take place subject to the terms and conditions set forth in this Agreement and, thereafter, through the earliest of (W) such time as such Consent or Governmental Authorization is obtained, (X) such an Order is in effect, (Y) six (6) months following the Closing, and (Z) the closing of the Bankruptcy Cases or the Canadian Proceedings or dissolution of the applicable Seller(s), Sellers and Purchaser shall (A) use reasonable best efforts to secure such Consent or Governmental Authorization or Order as promptly as practicable after the Closing and (B) cooperate in good faith in any lawful and commercially reasonable arrangement, including subcontracting, licensing, or sublicensing to Purchaser any or all of any Seller’s rights and obligations with respect to

any such Acquired Asset, 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 or any direct costs associated with the retention and maintenance of such Acquired Asset incurred by any Seller or its Affiliates) with respect to such Acquired Asset and (2) Purchaser shall assume and timely discharge any related burden and obligation with respect to such Acquired Asset. Upon the effectiveness of such Order or satisfying any requisite Consent or Governmental Authorization requirement after the Closing, the applicable Seller shall transfer to Purchaser and Purchaser shall accept such Seller's right, title and interest in and to such Acquired Asset in accordance with the terms of this Agreement, the Sale Order and the Bankruptcy Code and the CCAA.

(iv) Notwithstanding anything in this Agreement to the contrary, (A) the provisions of this Section 1.5(c)(iv) shall not apply to any Consent or Governmental Authorization required under any Foreign Competition Laws, which Consent or Governmental Authorization shall be governed by Section 6.4 and (B) no Seller will be obligated to pay any consideration to any third party from whom Consent or Governmental Authorization is requested or to initiate any litigation to obtain any such Consent or Governmental Authorization.

ARTICLE II CONSIDERATION; PAYMENT; CLOSING

Section 2.1 Consideration; Payment.

(a) The aggregate consideration to be paid by Purchaser for the purchase of the Acquired Assets shall be the Purchase Price.

(b) At the Closing, Purchaser shall deliver, or cause to be delivered, to Parent (for further distribution to the Sellers) an aggregate amount equal to the Cash Purchase Price less the Holdback Amount and the DIP Balance plus an amount equal to the Aggregate Partial September Rent for the Acquired Stores (collectively, the "Closing Date Payment").

(c) Within one (1) Business Day of the effectiveness of Parent's rejection of or Purchaser's assumption and assignment of any Lease for a Go-Forward Store that is not an Acquired Store pursuant to Section 1.5(b), Purchaser shall reimburse the applicable Seller for the Aggregate Partial September Rent for such Lease for a Go-Forward Store that is not an Acquired Store by wire transfer of immediately available funds to such bank account as shall be designated in writing by Parent.

(d) The Closing Date Payment and any payment required to be made pursuant to any other provision of this Agreement shall be made in cash by wire transfer of immediately available funds to such bank account as shall be designated in writing by the applicable Party to (or for the benefit of) whom such payment is to be made, and such designation shall be made at least two (2) Business Days prior to the date such payment is to be made.

(e) A portion of the Cash Purchase Price equal to \$4,000,000 (the "Retained Holdback Amount") shall be retained by the Purchaser at Closing until the Purchaser Price is finally

determined in accordance with Section 2.6. If as a result thereof, (i) the Sellers owe additional funds to Purchaser, Purchaser shall be permitted to retain from the Retained Holdback Amount a sum equal to such amounts owed and pay the remaining amount of the Retained Holdback Amount to Sellers in cash in immediately available funds to such account(s) as may be designated by Purchaser or (ii) the Sellers do not owe additional funds to Purchaser, the Purchaser shall pay the 100% of the Retained Holdback Amount to Sellers in cash in immediately available funds to such account(s) as may be designated by Parent.

(f) A portion of the Cash Purchase Price equal to \$4,000,000 (the “Deposited Holdback Amount”, and together with the Retained Holdback Amount, the “Holdback Amount”) deposited with the Escrow Agent at Closing until the Cash Purchase Price is finally determined in accordance with Section 2.6. If as a result thereof, (i) the Sellers owe additional funds to Purchaser and the amount owed to Purchaser exceeds the Retained Holdback Amount Purchaser and Parent shall deliver joint written instructions to the Escrow Agent directing the Escrow Agent to transfer by wire transfer of immediately available funds (x) a sum equal to such amounts owed in excess of the Retained Holdback Amount to such account(s) as may be designated by Purchaser and (y) any remaining portion of the Deposited Holdback Amount (together with any and all investment interest thereon, if any) to such account(s) as may be designated by Parent, or (ii) the Sellers do not owe additional funds to Purchaser, Purchaser and Parent shall deliver joint written instructions to the Escrow Agent directing the Escrow Agent to transfer by wire transfer of immediately available funds 100% of the Deposited Holdback Amount (together with any and all investment interest thereon, if any) to such account(s) as may be designated by Parent.

Section 2.2 Deposit; DIP Financing.

(a) Prior to the Agreement Date, Purchaser has made an earnest money deposit of \$7,500,000 (the “Initial Deposit”) with Citibank, N.A., together with its permitted successors and assigns (the “Escrow Agent”), by wire transfer of immediately available funds for deposit into a separate, segregated, non-interest bearing escrow account maintained by the Escrow Agent in accordance with the Financing Orders. Purchaser shall make an additional earnest money deposit of \$15,000,000 on or prior to 5:00 pm Eastern Time on August 22, 2025 (the “Second Deposit”, and together with the Initial Deposit collectively, the “Deposit”) with the Escrow Agent by wire transfer of immediately available funds for deposit into a separate, segregated, non-interest bearing escrow account maintained by the Escrow Agent in accordance with the Financing Orders and Purchaser’s failure to fund the Second Deposit in accordance with this Section 2.2(a) shall be deemed a material breach of this Agreement by the Purchaser that is not subject to cure. The Deposit shall not be subject to any lien, attachment, trustee process, or any other judicial process of any creditor of any Seller or Purchaser.

(b) During the period beginning on the date of the Financing Orders and ending on the Closing, Parent (on behalf of the Sellers) shall have the right to use all, or a portion, of the Deposit as a DIP Facility (as defined the Financing Orders) in accordance with the Financing Orders, which shall be in a form acceptable to each of Purchaser and Parent, including (i) to fund the purchase of Inventory for the Business (including (a) any Inventory in transit but for which Seller has not yet obtained title or possession and (b) actual freight and duty invoices associated with such Inventory) upon notification of such intended purchases to Purchaser, (ii) to fund certain critical vendor payments, and (iii) to the extent any amounts under the DIP Facility Amount remain

following the funding of clauses (i) and (ii), to pay vendor claims under section 503b9 of the Bankruptcy Code, in each case, subject to written approval (email being sufficient) from the Purchaser (such approval not to be unreasonably withheld, conditioned or delayed). With respect to prong (i), any purchase order proposed by Parent must be accompanied by supporting information with respect to the Inventory subject to such proposed purchase order, which provides the following: historical sales (if applicable, to the extent such information exists), margins, current inventory position on hand and how such purchase fits into the merchandising open to buy) and, if Purchaser declines to approve Parent's proposed purchase order, Purchaser shall provide an alternative proposal of similar amount for such purchase order to Parent within five (5) Business Days of such notification from Parent. Within one (1) Business Day of such approval or alternative proposal from Purchaser, the applicable Parties shall deliver joint written instructions to the Escrow Agent directing the Escrow Agent to transfer by wire transfer of immediately available funds for the applicable purchase amount to the account(s) as may be designated by Purchaser. In the event that the Purchaser withholds its approval for the applicable proposed purchase order and does not provide an alternative proposal of similar amount to such unapproved purchase order, the Minimum Core Inventory Threshold shall be decreased dollar-for-dollar by the amount of Inventory proposed to be purchased pursuant to the purchase order; provided, that notwithstanding the foregoing, there shall be no decrease to the Minimum Core Inventory Threshold if the Purchaser withholds its approval for the applicable proposed purchase order because Sellers have not provided the required supporting information.

(c) If, prior to the Closing, this Agreement has been terminated other than by Seller pursuant to Section 8.1(d) or (f), then the remaining Deposit, together with all received investment income, if any, shall be returned to Purchaser after such termination and within two (2) Business Days of such termination, the applicable Parties shall deliver joint written instructions to the Escrow Agent directing the Escrow Agent to transfer by wire transfer of immediately available funds 100% of the remaining Deposit (together with any and all investment interest thereon, if any) to such account(s) as may be designated by Purchaser.

(d) If, prior to the Closing, this Agreement has been terminated by Seller pursuant to Section 8.1(d) or (f), then Sellers shall retain the remaining Deposit together with all received investment income, if any and, within two (2) Business Days of such termination, the applicable Parties shall deliver joint written instructions to the Escrow Agent directing the Escrow Agent to transfer by wire transfer of immediately available funds 100% of the remaining Deposit (together with any and all investment interest thereon, if any) to such account(s) as may be designated by Parent.

(e) Sellers' right to retain the remaining Deposit, as set forth in Section 2.2(d), is not a penalty, but rather is liquidated damages in a reasonable amount that will compensate the Sellers for their efforts and resources expended and the opportunities foregone while negotiating this Agreement and in reliance on this Agreement and on the expectation of the consummation of the Transactions, which amount would otherwise be impossible to calculate with precision.

(f) If the Closing occurs, at the Closing the applicable Parties shall deliver joint written instructions to the Escrow Agent directing the Escrow Agent to transfer by wire transfer of immediately available funds 100% of the Deposit (together with any and all investment interest thereon, if any) to such account(s) as may be designated by Parent.

Section 2.3 Closing. The closing of the purchase and sale of the Acquired Assets, the delivery of the Cash Purchase Price, the Seller Note and the assumption of the Assumed Liabilities in accordance with 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 601 Lexington Avenue, New York, New York 10022 at 10:00 a.m. Eastern Time) on the second 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, but subject to the satisfaction or waiver of those conditions), or at such other place and time as the Parties may agree in writing. The date on which the Closing actually occurs is referred to as the “Closing Date.”

Section 2.4 Closing Deliveries by Sellers. At or prior to the Closing, Sellers shall deliver to Purchaser:

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

(b) a short-form Intellectual Property assignment agreement substantially in the form of Exhibit B (the “IP Assignment Agreement”), duly executed by the applicable Sellers;

(c) instruments of transfer of the Equity Interests of the Transferred Subsidiaries, in customary form, duly executed by the applicable Sellers;

(d) an Internal Revenue Service (“IRS”) Form W-9 or IRS Form W-8, as applicable, executed by each Seller or each Seller’s regarded owner for U.S. federal income Tax purposes; provided that the failure to deliver such form shall not be deemed a breach of any condition or covenant in this Agreement and Purchaser’s sole remedy for the failure to provide any such form shall be to forgo the consideration otherwise payable to Sellers in accordance with Section 2.7;

(e) the Seller Note, duly executed by Parent;

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

(g) to the extent the ABL Credit Agreement (as defined in the Seller Note) is entered into at Closing, the Intercreditor Agreement (as defined in the Seller Note), duly executed by the applicable subsidiaries of Parent.

Section 2.5 Closing Deliveries by Purchaser. At the Closing, Purchaser shall deliver to (or at the direction of) Sellers:

(a) the Closing Date Payment;

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

- (c) the IP Assignment Agreement, duly executed by Purchaser;
- (d) the Seller Note, duly executed by Purchaser; and
- (e) 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 Section 7.3(a) and 7.3(b) have been satisfied.

Section 2.6 Cash Purchase Price.

(a) At least three (3) Business Days before the Closing, Parent shall prepare and deliver to Purchaser a written statement (the "Closing Statement") setting forth in reasonable detail its good faith estimate of (i) Core Inventory Amount, as of the Determination Time (the "Estimated Core Inventory Amount") and corresponding Estimated Core Inventory Shortfall or Estimated Core Inventory Surplus, as applicable, (ii) the A/R Amount as of the Determination Time (the "Estimated A/R Amount") and corresponding Estimated A/R Shortfall (if any), and (iii) the Store Cash Amount as of the Determination Time (the "Estimated Store Cash Amount") and corresponding Estimated Store Cash Shortfall or Estimated Store Cash Surplus, as applicable, and (iv) based upon the immediately preceding clauses (i), (ii) and (iii), the resulting Estimated Cash Purchase Price and Estimated Seller Note Credit. Parent will prepare the Closing Statement and all items included therein consistent with this Agreement (including the definitions herein) and the Accounting Policies, which statement shall be substantially in the form of Exhibit E attached hereto. During the period after the delivery of the Closing Statement and prior to the Closing Date, Purchaser shall have an opportunity to review the Closing Statement and Parent shall provide Purchaser and its Representatives reasonable access during normal business hours to all properties, books and records relating thereto and the officers and other employees and advisors of the Sellers and their Affiliates, in each case, to the extent reasonably necessary to assist Purchaser and its Representatives in their review of the Closing Statement; provided, that such access shall be in a manner that does not interfere with the normal business operations of the Sellers and their Subsidiaries. Parent shall in good faith consider any questions or comments received from Purchaser regarding the Closing Statement; provided, that, to the extent that Purchaser and Parent disagrees as to any one or more items, then with respect to such item, the amount of such item set forth in the Closing Statement sent by Parent shall be used for purposes of calculating the Estimated Cash Purchase Price and Estimated Seller Note Credit; provided, however, that, Purchaser's acceptance of the Estimated Cash Purchase Price and Estimated Seller Note Credit as proposed by Parent (or as otherwise agreed by Purchaser and Parent pursuant to this Section 2.6(a)) will not be deemed to waive or otherwise impair any rights of Purchaser relating to its preparation of the Post-Closing Statement and the adjustments to the Estimated Cash Purchase Price, the Estimated Seller Note Credit, the Cash Purchase Price or the Seller Note Credit pursuant to this Agreement, or waive, limit or otherwise modify any of its rights or remedies under this Agreement. Notwithstanding the foregoing, the Parties agree that in the event the Estimated A/R Amount is less than the A/R Peg, the first \$1,000,000 of such difference shall be satisfied by way of a dollar-for-dollar Seller Note Credit, to be applied by Purchaser to the cash payments first owing under the Seller Note, and any remaining portion of such difference shall result in a reduction to the Estimated Cash Purchase Price.

(b) Subsequent to the Closing and subject to this Section 2.6 (as applicable), the Estimated Cash Purchase Price and/or Seller Note Credit shall be increased (if the Net Adjustment Amount is positive) or decreased (if the Net Adjustment Amount is negative) by the absolute value of the Net Adjustment Amount (which may be negative or positive). “Net Adjustment Amount” means an amount equal to the net result of (i) the amount by which the Final Core Inventory Amount exceeds the Estimated Core Inventory Amount (if any), less (ii) the amount by which the Estimated Core Inventory Amount exceeds the Final Core Inventory Amount (if any), plus (iii) solely in the event the Final A/R Amount is equal to or less than the A/R Peg, the amount by which the Final A/R Amount exceeds the Estimated A/R Amount (if any) (the “A/R Increase”), less (iv) the amount by which the Estimated A/R Amount exceeds the Final A/R Amount (if any) (the “A/R Decrease”), plus (v) the amount by which the Final Store Cash Amount exceeds the Estimated Store Cash Amount (if any), less (vi) the amount by which the Estimated Store Cash Amount exceeds the Final Store Cash Amount (if any). Notwithstanding the foregoing, the Parties agree that, solely with respect to any Net Adjustment Amount resulting from an A/R Decrease, (A) the first \$1,000,000 of such A/R Decrease (inclusive of any difference based on the amount by which the Estimated A/R Amount is less than the A/R Peg) shall be satisfied by way of a dollar-for-dollar adjustment to the Estimated Seller Note Credit, to be applied by Purchaser to the cash payments first owing under the Seller Note and (B) to the extent the Estimated A/R Amount was less than the A/R Peg and it is thereafter determined that there is an A/R Increase as part of the Net Adjustment Amount, (i) a portion of any such A/R Increase in an amount up to the portion of cash reduction included in the Estimated Cash Purchase Price due to the Estimated A/R Shortfall shall be paid to Sellers and (ii) the Estimated Seller Note Credit shall be decreased by an amount equal to the remaining portion of such A/R Increase. By way of example, if the Estimated A/R Amount was \$8,500,000 and, as such, the Estimated Seller Note Credit was \$1,000,000 and there was a \$500,000 cash reduction included in the Estimated Cash Purchase Price, and thereafter it is determined that the Final A/R Amount is \$9,500,000 and there is a \$1,000,000 A/R Increase as part of the Net Adjustment Amount, the first \$500,000 of such A/R Increase shall be paid to Sellers and the Estimated Seller Note Credit shall be reduced by \$500,000.

(c) As soon as reasonably practicable, but no later than ten (10) Business Days after the Closing Date, Purchaser shall (i) prepare a statement of the calculation of (A) the Core Inventory Amount as of the Determination Time (the “Final Core Inventory Amount”), (B) the A/R Amount as of the Determination Time (the “Final A/R Amount”), (C) the Store Cash Amount as of the Determination Time (the “Final Store Cash Amount”), and (D) based upon the immediately preceding clauses (A), (B) and (C) (and taking into account the Net Adjustment Amount, including the limitation set forth in the proviso in the first sentence of Section 2.6(b)), the resulting Cash Purchase Price and Seller Note Credit (as applicable) as if (and solely for this purpose) such Core Inventory Amount is the Final Core Inventory Amount, such A/R Amount is the Final A/R Amount and such Store Cash Amount is the Final Store Cash Amount (the “Post-Closing Statement”), and (ii) deliver the Post-Closing Statement to Parent. The Post-Closing Statement shall be prepared in good faith consistent with this Agreement (including the definitions herein) and the Accounting Policies, which statement shall be substantially in the form of Exhibit E attached hereto (in the case of the Core Inventory Amount, A/R Amount and Store Cash Amount). The Parties agree that (1) in determining the Final Core Inventory Amount, the Final Store Cash Amount and the Final A/R Amount, and the related adjustment contemplated by this Section 2.6(c), no Party will be permitted to introduce judgments, accounting methods, policies, principles, practices, procedures, assumptions, conventions, categorizations, definitions,

techniques (including in respect of management's exercise of judgment), classifications or estimation methodologies different than those set forth in the Accounting Policies, and (2) the Post-Closing Statement shall not include any purchase accounting or other adjustment arising out of the consummation of the Transactions and shall not be impacted by any changes requested by Purchaser between the Closing and the delivery of the Post-Closing Statement. Without the prior consent of Parent pursuant to this Section 2.6, Purchaser shall not have the right to modify the Post-Closing Statement or any items or amounts set forth therein after Purchaser delivers the Post-Closing Statement to Parent. If Purchaser does not deliver the Post-Closing Statement to Parent within ten (10) Business Days after the Closing Date, Parent (acting in its sole discretion) may elect by written notice to Purchaser to deem the Closing Statement as the Final Post-Closing Statement that is final, binding and non-appealable by the Parties.

(d) In connection with the review of the Post-Closing Statement by Parent, Purchaser shall provide Parent and its Representatives with reasonable access to the books and records, personnel and facilities of the Business (in each case upon reasonable advance notice in writing and during normal business hours in a manner that does not unreasonably interfere with the Business). Furthermore, Parent shall have the right to review the work papers of Purchaser underlying or utilized in preparing the Post-Closing Statement and the calculation of the Cash Purchase Price set forth therein; provided, however, that the independent accountants of the Business, if any, shall not be obligated to make any such work papers available to Parent unless and until Parent has signed a customary confidentiality agreement relating to such access to such work papers in form and substance reasonably acceptable to such independent accountants.

(e) Within ten (10) Business Days after its receipt of the Post-Closing Statement, Parent shall inform Purchaser in writing either (i) that the Post-Closing Statement is acceptable or (ii) of any objection to the Post-Closing Statement, setting forth in reasonable detail the basis for such objection and the specific adjustment to amounts, determinations and calculations set forth on the Post-Closing Statement that Parent believes should be made, including specific dollar amounts of adjustments necessary (an "Objection Notice"). If an Objection Notice is timely delivered within such ten (10) Business Days period, Purchaser and Parent shall negotiate in good faith to resolve each dispute raised therein (each, a "Disputed Item"). Any amounts that are not a Disputed Item on the Objection Notice shall be final, conclusive, binding and non-appealable on the Parties. If Purchaser and Parent, notwithstanding such good faith efforts, fail to resolve any Disputed Item within five (5) days after Parent timely delivers an Objection Notice or such longer period of time as the Parties may mutually agree in writing, then Purchaser and Parent shall jointly engage the Accounting Firm to resolve only any remaining Disputed Items as soon as practicable thereafter (but in any event, within ten (10) days after engagement of the Accounting Firm or such longer period as the Accounting Firm may reasonably require), which resolution must be in writing and set forth in reasonable detail the basis therefor; provided, that, all negotiations and discussions between Purchaser and Parent regarding the matters specified on the Objection Notice shall (unless otherwise agreed to in writing by Purchaser and Parent) be governed by Rule 408 of the U.S. Federal Rules of Evidence and any comparable applicable state rule of evidence. The amounts, determinations and calculations (or any component thereof) contained in the Post-Closing Statement shall become final, conclusive, binding and non-appealable on the Parties at the following times:

(i) in the event that Parent has informed Purchaser in writing that the Post-Closing Statement is acceptable pursuant to this Section 2.6(e), the date on which Parent so informs Purchaser (in which case such amounts, determinations and calculations (or any component thereof) shall be as set forth in the Post-Closing Statement delivered or deemed to be delivered pursuant to Section 2.6(c));

(ii) in the event that Parent does not deliver an Objection Notice to Purchaser pursuant to this Section 2.6(e) within ten (10) Business Days after receipt of the Post-Closing Statement, on the next Business Day following the expiration of such period (in which case such amounts, determinations and calculations (or any component thereof) shall be as set forth in the Post-Closing Statement delivered pursuant to Section 2.6(c));

(iii) in the event that Parent has delivered an Objection Notice to Purchaser pursuant to this Section 2.6(e), the date of an agreement in writing by Purchaser and Parent that such amounts, determinations and calculations (or any component thereof) that are the subject of such Objection Notice, together with any modifications thereto agreed to by Purchaser and Parent, are final, conclusive, binding and non-appealable (in which case such amounts, determinations and calculations (or any component thereof) shall be as agreed upon by Purchaser and Parent); and

(iv) in the event that Purchaser and Parent engage the Accounting Firm to resolve any remaining Disputed Items pursuant to this Section 2.6(e), the date on which the Accounting Firm issues its written resolution of such Disputed Items (in which case such amounts, determinations and calculations (or any component thereof) shall be as resolved by the Accounting Firm pursuant to this Section 2.6(e) with respect to all Disputed Items submitted to the Accounting Firm, and shall otherwise be as set forth in the Post-Closing Statement delivered pursuant to Section 2.6(c), together with any modifications thereto agreed to by Purchaser and Parent).

(f) At such time determined in accordance with this Section 2.6, the Post-Closing Statement as so agreed (or deemed agreed) or determined shall be the “Final Post-Closing Statement” for purposes of this Agreement, and shall be final, conclusive, binding and non-appealable (absent fraud, willful misrepresentation or mathematical or manifest error and such determination may be entered and enforced in accordance with Section 10.12) on the Parties and shall be used for the adjustment of the Purchase Price, if any, pursuant to Section 2.6(i). The statements of (i) Core Inventory Amount as of the Determination Time set forth in the Final Post-Closing Statement shall be the “Final Core Inventory Amount” for purposes of this Agreement, (ii) A/R Amount set forth in the Final Post-Closing Statement shall be the “Final A/R Amount” for purposes of this Agreement and (iii) the Store Cash Amount as of the Determination Time set forth in the Final Post-Closing Statement shall be the “Final Store Cash Amount” for purposes of the Agreement.

(g) In resolving any Disputed Item, the Accounting Firm (i) shall act as an expert and not as an arbitrator, (ii) shall be bound by the provisions of this Section 2.6(g), (iii) shall not assign a value to any Disputed Item greater than the greatest value claimed for such Disputed Item or less than the smallest value for such Disputed Item claimed by either Purchaser in the Post-Closing Statement or Parent in the Objection Notice, (iv) shall limit its determination to each

unresolved Disputed Item, (v) shall make its determination based solely on presentations by Purchaser and Parent which are in accordance with the guidelines and procedures set forth in this Agreement and not on the basis of independent review; provided, that, the Accounting Firm may make reasonable requests for additional information from Purchaser and Parent, (vi) may not consider for any purpose, any settlement discussions or settlement offer(s) made by or on behalf of either Purchaser or Parent unless otherwise agreed in writing by Purchaser and Parent, and (vii) shall have exclusive jurisdiction over any disputes arising out of or relating to the calculation of, and any adjustments to, the Purchase Price; provided, that upon the determination of the Accounting Firm, such determination may be entered and enforced in any court of competent jurisdiction in accordance with Section 10.12.

(h) For purposes of complying with this Section 2.6, Purchaser and Parent shall furnish to each other and to the Accounting Firm such work papers and other documents and information relating to the Disputed Items as the Accounting Firm may require and that are available to the Party (or its independent public accountants) from whom such documents or information are requested. The Accounting Firm shall deliver its determination of the Disputed Items to Purchaser and Parent in writing, together with a reasonable basis for its determination of each Disputed Item. In no event shall either Party engage in *ex parte* communications with the Accounting Firm with respect to any Disputed Item until the Accounting Firm issues its final determination of the Disputed Items. The fees and expenses of the Accounting Firm incurred pursuant to this Section 2.6 shall be allocated between Purchaser and Parent in inverse proportion to their success on the unresolved Disputed Items, i.e., (i) Purchaser shall be responsible for that portion of the fees and expenses multiplied by a fraction, the numerator of which is the aggregate Dollar value of the Disputed Items submitted to the Accounting Firm that are resolved against Purchaser (as finally determined by the Accounting Firm) and the denominator of which is the total Dollar value of the Disputed Items so submitted and (ii) Parent shall be responsible for the remaining amount of fees and expenses. In the event of any dispute regarding such allocation, the Accounting Firm shall determine the allocation of its fees and expenses as between Purchaser and Parent in accordance with such allocation methodology, such determination to be final and binding on both Purchaser and Parent. Except as otherwise set forth in Section 2.6(b) and this Section 2.6(h), the fees and expenses of Parent and its Representatives incurred in connection with the Post-Closing Statement and any Disputed Items shall be borne by Parent, and the fees and expenses of Purchaser and its Representatives incurred in connection with the Post-Closing Statement and any Disputed Items shall be borne by Purchaser.

(i) If the Cash Purchase Price (as finally determined in the Final Post-Closing Statement): (A) is less than the Estimated Cash Purchase Price, then within three (3) Business Days after the Cash Purchase Price is finally determined in the Final Post-Closing Statement, Parent shall repay to Purchaser an amount equal to the difference between the Cash Purchase Price and the Estimated Cash Purchase Price by way of offset against the Holdback Amount; provided, that, if the amount owed by Parent is greater than the Holdback Amount, the Parent shall pay the difference to Purchaser, by wire transfer of immediately available funds to the bank accounts designated by Purchaser in writing; or (B) exceeds the Estimated Cash Purchase Price, then within three (3) Business Days after the Cash Purchase Price is finally determined in the Final Post-Closing Statement, Purchaser shall pay (or Purchaser shall cause to be paid) to Parent (on behalf of Sellers) an amount equal to the difference (if any) between the Cash Purchase Price and the Estimated Cash Purchase Price by wire transfer of immediately available funds to the bank

accounts designated by Parent in writing. The amounts in this Section 2.6(i) shall be exclusive of any fees and expenses owed to the Accounting Firm by any Party pursuant to Section 2.6(h). If the Net Adjustment Amount is deemed to be zero (\$0), the Estimated Cash Purchase Price is the Cash Purchase Price.

This Section 2.6 shall be the sole and exclusive remedy of the Parties with respect to the determination of the Cash Purchase Price; provided, however, that in no event shall Purchaser or Parent be entitled to any duplicative recovery as a result of the rights and remedies afforded in this Agreement and the Transaction Agreements.

Section 2.7 Withholding. Notwithstanding anything in this Agreement to the contrary, Purchaser, Sellers, and any other Person required to make a payment with respect to the transactions contemplated by this Agreement shall be entitled to deduct and withhold from such payment such amounts as Purchaser, Sellers, or any other Person is required to deduct and withhold under applicable Tax Law; provided that Purchaser shall use commercially reasonable efforts to notify Sellers of any anticipated deduction or withholding at least five (5) Business Days prior to making the applicable payment. The Parties shall use commercially reasonable efforts to cooperate to mitigate or eliminate any such deduction or withholding to the maximum extent permitted by applicable Law. To the extent that amounts are so deducted and withheld and paid over to the appropriate Governmental Body, such amounts shall be treated for all purposes of this Agreement as having been paid to the Person in respect of which such deduction and withholding was made.

ARTICLE III REPRESENTATIONS AND WARRANTIES OF SELLERS

Except as (i) disclosed in any forms, statements or other documents filed with the Bankruptcy Court or (ii) set forth in the Schedules delivered by Sellers concurrently herewith and subject to Section 10.11, Sellers represent and warrant to Purchaser as of the Agreement Date as follows.

Section 3.1 Organization and Qualification. Each Seller is a corporation, limited liability company or limited partnership, as applicable, duly incorporated or organized, validly existing, and in good standing under the Laws of the jurisdiction of its incorporation or formation, except where the failure to be so incorporated, organized, existing or in good standing would not reasonably be expected to prevent or materially adversely affect the ability of any Seller to consummate the Transactions.

Section 3.2 Authorization of Agreement. The execution, delivery, and performance by each Seller of this Agreement and the other Transaction Agreements to which such Seller is a party, and the consummation by such Seller of the Transactions, subject to requisite Bankruptcy Court approvals being granted, have been duly authorized by all requisite corporate action, limited liability company action, or limited partnership action on the part of such Seller, as applicable, and no other organizational proceedings on such Seller's part are necessary to authorize the execution, delivery, and performance by such Seller of this Agreement or the other Transaction Agreements and the consummation by it of the Transactions. Subject to requisite Bankruptcy Court approvals being granted, this Agreement and the other Transaction Agreements to which each Seller is a party have been, or will be, duly executed and delivered by such Seller and, assuming due

authorization, execution and delivery of the Transaction Agreements by the other parties to such Transaction Agreements, constitutes, or will constitute, legal, valid and binding obligations of such Seller, enforceable against such Seller in accordance with its and their terms, except that such enforceability (a) may be limited by bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium and other similar Laws of general application affecting or relating to the enforcement of creditors' rights generally and (b) is subject to general principles of equity, whether considered in a proceeding at law or in equity (collectively, the "Enforceability Exceptions").

Section 3.3 Conflicts; Consents. Assuming that (a) requisite Bankruptcy Court approvals are obtained, (b) the notices, authorizations, approvals, Orders, Permits or Consents set forth on Schedule 3.3 are made, given, or obtained (as applicable), (c) the requirements of any applicable antitrust, competition, foreign direct investment or "FDI", or merger control Laws promulgated by any Governmental Body ("Foreign Competition Laws") are complied with, and (d) any filings required by any applicable federal or state securities or "blue sky" Laws are made, the execution and delivery by Sellers of this Agreement or the other Transaction Agreements, and the consummation by Sellers of the Transactions and the performance or compliance by Sellers with any of the terms or provisions of the Transaction Agreements, do not and will not (i) conflict with or violate any provision of any Seller's Organizational Documents, (ii) violate or constitute a breach of or default (with or without notice or lapse of time, or both) under or give rise to a right of termination, modification, or cancelation of any obligation or to the loss of any benefit, any of the terms or provisions of any Material Contract or accelerate any Seller's obligations under any such Material Contract, (iii) violate any Law or Order applicable to Sellers, or (iv) result in the creation of any Encumbrance (other than a Permitted Encumbrance) on any Acquired Assets, except, in the case of clauses (ii) through (iv), as would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

Section 3.4 Equity Interests of Acquired Entities.

(a) The authorized and outstanding Equity Interests of each of the Acquired Entities are as set forth on Schedule 3.4(a). All of the Equity Interests of the Acquired Entities have been duly authorized, validly issued, fully paid and are non-assessable (where such concepts are legally recognized in the jurisdictions of organization of such Acquired Entities). Except as set forth on Schedule 3.4(a), there are no Contracts, commitments, understandings, arrangements, or other obligations by which any of the Acquired Entities is bound to issue, deliver or sell, or cause to be issued, delivered or sold, Equity Interests, or that otherwise give any Person the right to receive any benefits or rights similar to any rights enjoyed by or accruing to the holders of shares of Equity Interests of any Acquired Entity (including any rights to receive any payment in respect, or based on the price or value, of such Equity Interests).

(b) None of Sellers or the Acquired Entities is a party to any shareholders' agreement, voting trust agreement, registration rights agreement or other similar agreement or understanding relating to any Equity Interests or any other agreement relating to the disposition, voting, or dividends with respect to any Equity Interests. Except as set forth on Schedule 3.4(a), Sellers own all of the outstanding Equity Interests of the Acquired Entities, free and clear of all Encumbrances (other than Permitted Encumbrances).

(c) Except as set forth on Schedule 3.4(c), there are no other corporations, limited liability companies, partnerships, joint ventures, associations or other entities or Persons in which the Acquired Entities own as of the Agreement Date, of record or beneficially, any Equity Interests or any right (contingent or otherwise) to acquire any Equity Interests.

Section 3.5 Financial Statements. Attached to Schedule 3.5 are the (i) audited consolidated financial statements of Sellers as of February 3, 2024 (the “Audited Financial Statements”) and (ii) the unaudited consolidated balance sheets of Sellers, as of and for the nine month period ended November 2, 2024 (the “Balance Sheet” and collectively with the Audited Financial Statements, the “Financial Statements”). The Financial Statements were prepared in accordance with GAAP, except as noted therein, and subject, in the case of the Balance Statements, to the absence of explanatory footnote disclosures, other presentation items, and normal recurring year-end adjustments (none of which are not material, individually or in the aggregate, to the Business).

Section 3.6 Title to Properties.

(a) As of immediately prior to Closing, one or more of Sellers or the Acquired Entities have, or will have, good and valid title to all of the Acquired Assets, free and clear of any and all free and clear of all Encumbrances (other than Permitted Encumbrances).

(b) As of immediately prior to Closing, one or more of Sellers or the Acquired Entities has a good and valid leasehold interest to the Acquired Leased Real Property, free and clear of all Encumbrances (other than Permitted Encumbrances).

(c) Except as set forth on Schedule 3.6(c) (and subject to entry of the Sale Order), with respect to each Acquired Lease (i) such Acquired Lease is legal, valid, binding, enforceable and in full force and effect; (ii) neither Sellers nor any of the Acquired Entities have currently subleased, licensed or otherwise granted any Person the right to use or occupy such Acquired Leased Real Property or any portion of such Acquired Leased Real Property; and (iii) none of the Acquired Leases, or any interest in any Acquired Lease, is collaterally assigned or subject to a security interest (except for Permitted Encumbrances).

Section 3.7 Contracts.

(a) Schedule 3.7(a) sets forth a list of each Material Contract, as of the Agreement Date. For purposes of this Agreement, “Material Contract” means any Contract to which any Sellers or Acquired Entity, excluding the Employee Benefit Plans and any Leases, is party that is material to the Business including and Contract that:

(i) relates to the formation, creation, governance, economics, or control of any joint venture, partnership or other similar arrangement with a third party (in each case, other than Contracts entered into in the Ordinary Course and Organizational Documents of any Seller or Acquired Entity);

(ii) relates to the acquisition or disposition of any business (whether by merger, sale of stock, sale of assets or otherwise) for aggregate consideration under such Contract in excess of \$1,000,000 (in each case, excluding acquisitions or dispositions,

supplies, merchandise, Inventory, products, Equipment, properties or other assets in the Ordinary Course, or of supplies, Inventory, merchandise, products, Equipment, properties or other assets that are obsolete, worn out, surplus or no longer used or useful in the conduct of the Business);

(iii) contains any provision (A) limiting, in any material respect, the right of Sellers or the Acquired Entities to engage in any business, make use of any Acquired Intellectual Property that is material to Sellers or the Acquired Entities, compete with any Person, or operate anywhere in the world, (B) granting any exclusivity right to any third party, or (C) containing a “most favored nation” provision in favor of any third party, in each case of clauses (A) through (C), other than (1) a Contract that can be terminated on 90 days’ notice or less without resulting in a breach or violation of, or any acceleration of any rights or obligations or the payment of any penalty under, such Contract, (2) Contracts entered into in the Ordinary Course granting exclusive rights to any Seller’s or any Acquired Entity’s services or containing “most favored nation” provisions with respect to certain of Seller’s and the Acquired Entity’s products or (3) any provision in any license agreements for Intellectual Property limiting Seller’s and the Acquired Entity’s use of such Intellectual Property to specified fields of use or specified territories; and

(iv) is a commitment or agreement to enter into any of the foregoing.

(b) Subject to requisite Bankruptcy Court and/or Canadian Court approvals, and assumption by the applicable Purchaser of the applicable Contract in accordance with applicable Law (including satisfaction by Purchaser of any applicable Cure Costs) and except (i) as a result of the commencement of the Bankruptcy Cases or the Canadian Proceedings, (ii) with respect to any Contract that has previously expired in accordance with its terms, been terminated, restated, or replaced, or (iii) as set forth in Schedule 3.7(b), (A) each Material Contract is valid and binding on the Seller or Acquired Entity that is a party thereto and, to the Knowledge of Sellers, each other party thereto, and is in full force and effect, except as such enforceability may be limited by the Enforceability Exceptions, (B) the applicable Seller or Acquired Entity, and, to the Knowledge of Sellers, any other party thereto, have performed all material obligations required to be performed by it under each Material Contract, (C) Sellers or Acquired Entities have received no written notice of the existence of any breach or default on the part of any Sellers and the Acquired Entities under any Material Contract, (D) there are no events or conditions that constitute, or, after notice or lapse of time or both, will constitute a default on the part of a Seller or Acquired Entity, or to the Knowledge of Sellers, any counterparty under such Material Contract and (E) to the Knowledge of Sellers, Sellers and the Acquired Entities have not received any written notice from any Person that such Person intends to terminate, or not renew, any Material Contract, except in each case of clauses (A) through (E), as would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

Section 3.8 No Litigation. Except as set forth on Schedule 3.8, there are no Actions pending or, to the Knowledge of Sellers, threatened against any of Sellers or the Acquired Entities that would reasonably be expected to (a) adversely affect any Seller’s performance of its obligations under this Agreement or the consummation of the Transactions or (b) be material to the Acquired Assets and Assumed Liabilities, taken as a whole.

Section 3.9 Permits; Compliance with Laws. (i) Each Seller and Acquired Entity is, and has been since January 1, 2024, in compliance in all material respects with all Laws and applicable Orders, and (ii) Sellers and the Acquired Entities hold all licenses, franchises, permits, certificates, approvals and authorizations from Governmental Bodies necessary for the lawful conduct of the Business as currently conducted, in each case, except as would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect (collectively, “Permits”). Each Seller and Acquired Entity and each of their respective directors, officers and employees acting in such capacity and, to the Knowledge of Sellers, each of its and their other agents acting on its or their behalf, is, and has been since January 1, 2024, in compliance in all material respects with the Foreign Corrupt Practices Act of 1977 and any rules and regulations promulgated thereunder.

Section 3.10 Intellectual Property.

(a) Except as would not reasonably be expected to be material to the Business, taken as a whole, Sellers and the Acquired Entities own all of the rights, title and interest in and to the Acquired Intellectual Property, free and clear of all Encumbrances (other than Permitted Encumbrances). Except as would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect, all of the Acquired Intellectual Property is subsisting, valid and enforceable.

(b) Except as would not reasonably be expected to be material to the Business, taken as a whole, (i) Sellers and the Acquired Entities own or have legally enforceable and sufficient rights to use all Intellectual Property necessary to the conduct of the Business as currently conducted by Sellers and the Acquired Entities free and clear of all Encumbrances (other than Permitted Encumbrances) and (ii) Sellers and the Acquired Entities have taken commercially reasonable steps to maintain the confidentiality of all material non-public Acquired Intellectual Property; provided that nothing in this Section 3.10(b) shall be interpreted or construed as a representation or warranty with respect to whether there is any infringement, misappropriation, or violation of any Intellectual Property, which is the subject of Section 3.10(d).

(c) Except as would not reasonably be expected to be material to the Business, taken as a whole, no Actions are pending or, to the Knowledge of Sellers, threatened against any Seller or Acquired Entity in a writing received by a Seller or Acquired Entity, and since January 1, 2024, Sellers and the Acquired Entities have not received any written notice or claim, (i) challenging the ownership, validity, enforceability or use by any Seller or Acquired Entity of any Intellectual Property owned by any such Seller or Acquired Entity or (ii) alleging that any Seller or Acquired Entity with respect to the Business is infringing, misappropriating or otherwise violating the Intellectual Property of any Person.

(d) Except as would not reasonably be expected to be material to the Business, taken as a whole, to the Knowledge of Sellers, since January 1, 2024, (i) no Person has infringed, misappropriated or otherwise violated the rights of Sellers or the Acquired Entities with respect to any Intellectual Property that is owned by Sellers or the Acquired Entities and (ii) the operation of the Business by Sellers and the Acquired Entities has not violated, misappropriated or infringed the Intellectual Property of any other Person.

(e) The consummation of the Transactions will not result in the grant of any right or license to any third party of any Intellectual Property that is owned by any Seller or Acquired Entity and is material to the Acquired Assets, the Assumed Liabilities, and the Business, taken as a whole.

Section 3.11 Data Privacy and Security.

(a) Except as would not reasonably be expected to be material to the Business, taken as a whole, each Seller and Acquired Entity are, and since January 1, 2024, have been, in compliance with all applicable data privacy Laws.

(b) Except as would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect, since January 1, 2024, there has been no unauthorized intrusions into the information technology systems owned by any Seller or Acquired Entity or breaches of security in which Personal Information in the possession of any Seller or Acquired Entity was exfiltrated without authorization, in each case, that would reasonably require Sellers to notify a Governmental Body under any applicable Law.

Section 3.12 Tax Matters. Except as would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect:

(a) All Tax Returns required to be filed with respect to the Acquired Assets or the Acquired Entities have been timely filed (taking into account any valid extensions of time within which to file) and all such Tax Returns are complete and accurate.

(b) All Taxes with respect to the Acquired Assets or the Acquired Entities that are due and payable have been timely paid or have been adequately reserved for in accordance with GAAP, except to the extent the nonpayment thereof is permitted or required by the Bankruptcy Code.

(c) There are no currently pending or threatened Actions with respect to Taxes or Tax Returns of or with respect to any Acquired Entity, Acquired Asset, or Assumed Liability.

(d) There are no Encumbrances for Taxes on any of the Acquired Assets or the assets of the Acquired Entities other than Permitted Encumbrances.

(e) None of Sellers or the Acquired Entities has waived any statute of limitations in respect of Taxes with respect to the Acquired Assets or the Acquired Entities or agreed to any extension of time with respect to an assessment or deficiency for Taxes with respect to the Acquired Assets or the Acquired Entities (other than customary extensions of time for filing Tax Returns), in each case, which waiver or extension would have effect after the Closing.

(f) Neither Sellers nor any Acquired Entity has participated in any “listed transaction” within the meaning of Treasury Regulations Section 1.6011-4(b)(2).

Notwithstanding anything in this Agreement to the contrary, the representations and warranties in this Section 3.12 and Section 3.13 (insofar as they relate to Taxes) shall constitute the sole representations and warranties in this Agreement with respect to Taxes and no representation or

warranty set forth in this Section 3.12 shall apply, directly or indirectly, with respect to any Seller Combined Tax Return. No representation or warranty is made with respect to the validity of any Tax position or the amount or availability of any Tax attribute in any Tax period (or portion thereof) following the Closing.

Section 3.13 Assumed Benefit Plans.

(a) With respect to each material Assumed Benefit Plan, Sellers shall make available to Purchaser copies, within thirty (30) days after the date hereof (to the extent applicable) of the current plan document or a written description of the material terms of such Assumed Benefit Plan, other than any document that any Seller is prohibited from making available to Purchaser as the result of applicable Law relating to the safeguarding of data privacy.

(b) There are no pending, or to the Knowledge of Sellers, threatened claims (other than routine claims for benefits) by, on behalf of or against any Assumed Benefit Plan that would reasonably be expected to result in any material Liability to Purchaser and no material audit or other proceeding by a Governmental Body is pending, or to the Knowledge of Sellers, threatened with respect to such Assumed Benefit Plan. The Assumed Benefit Plans comply in form and in operation in all material respects with their terms and applicable Laws, except as would not reasonably be expected to be material to the Acquired Assets, the Assumed Liabilities, and the Business, taken as a whole.

(c) None of Sellers or the Acquired Entities maintains, contributes to, or has any Liability with respect to any (i) pension plan that is subject to Title IV of ERISA or Section 412 of the Tax Code or (ii) “multiemployer plan” (as defined in Section 4001(a)(3) of ERISA).

(d) The consummation of the Transactions is not reasonably expected to (i) accelerate the time of payment or vesting, or materially increase the amount, of compensation due to any Business Employee under any Assumed Benefit Plan, (ii) cause a Seller or Acquired Entity to transfer or set aside any assets to fund any benefits under any Assumed Benefit Plan or (iii) result in any “disqualified individual” with respect to any Seller or Acquired Entity receiving any “excess parachute payment” (as each such term is defined in Section 280G of the Tax Code), determined without regard to any arrangements that may be implemented by, or at the direction of, Purchaser or any of its Affiliates.

Section 3.14 Employees.

(a) None of Sellers or the Acquired Entities is party to any collective bargaining agreements or similar labor-related Contracts with any labor union representing any Business Employees. Except as would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect, (i) there is no written demand from any labor union seeking recognition as the exclusive bargaining representative of any Business Employees by any Seller or Acquired Entity and (ii) there is no pending or, to the Knowledge of Sellers, threatened, strike, lockout, organized labor slowdown, or concerted work stoppage by any Business Employees.

(b) Sellers are in compliance with all applicable Laws respecting employment practices and labor, including those related to wages and hours, collective bargaining,

unemployment insurance, workers' compensation, immigration, harassment and discrimination, disability rights and benefits, affirmative action, and employee layoffs except where the failure to be in compliance would not reasonably be expected to result in a Material Adverse Effect.

(c) There is no Action pending or, to the Knowledge of Sellers, threatened in writing against any Seller or any Acquired Entity alleging a violation of any applicable labor or employment Law brought by any Business Employee before any Governmental Body, except for such Actions (or threatened Actions) that, if adversely determined, would not, individually or in the aggregate, reasonably be expected to result in a Material Adverse Effect.

Section 3.15 Brokers. Except for Houlihan Lokey (the "FA"), the fees and expenses of which will be paid by Sellers, no broker, investment banker, financial advisor or other Person is entitled to any broker's, finder's, financial advisor's or other similar fee or commission, or the reimbursement of expenses in connection therewith, in connection with the Transactions based upon arrangements made by or on behalf of Sellers.

Section 3.16 No Other Representations and Warranties. EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES CONTAINED IN THIS ARTICLE III (AS QUALIFIED, AMENDED, SUPPLEMENTED AND MODIFIED BY THE SCHEDULES), NEITHER A SELLER NOR ANY OTHER PERSON MAKES (AND PURCHASER IS NOT RELYING UPON) ANY OTHER EXPRESS OR IMPLIED REPRESENTATION OR WARRANTY WITH RESPECT TO SELLERS, THE BUSINESS, THE ACQUIRED ASSETS (INCLUDING THE VALUE, CONDITION OR USE OF ANY ACQUIRED ASSET), THE ASSUMED LIABILITIES OR THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT, AND SELLERS DISCLAIM ANY OTHER REPRESENTATIONS OR WARRANTIES, WHETHER MADE BY SELLERS, ANY AFFILIATE OF SELLERS OR ANY OF THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS OR REPRESENTATIVES. EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES CONTAINED IN THIS ARTICLE III (AS QUALIFIED, AMENDED, SUPPLEMENTED AND MODIFIED BY THE SCHEDULES), EACH SELLER (I) EXPRESSLY DISCLAIMS AND NEGATES ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AT COMMON LAW, BY STATUTE OR OTHERWISE, RELATING TO THE CONDITION OF THE ACQUIRED ASSETS (INCLUDING ANY IMPLIED OR EXPRESSED WARRANTY OF TITLE, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR OF THE PROBABLE SUCCESS OR PROFITABILITY OF THE OWNERSHIP, USE OR OPERATION OF THE BUSINESS OR THE ACQUIRED ASSETS BY PURCHASER AFTER THE CLOSING), AND (II) DISCLAIMS ALL LIABILITY AND RESPONSIBILITY FOR ANY REPRESENTATION, WARRANTY, PROJECTION, FORECAST, STATEMENT OR INFORMATION MADE, COMMUNICATED OR FURNISHED (ORALLY OR IN WRITING) TO PURCHASER OR ITS AFFILIATES OR ADVISORS (INCLUDING ANY OPINION, INFORMATION, PROJECTION OR ADVICE THAT MAY HAVE BEEN OR MAY BE PROVIDED TO PURCHASER BY ANY DIRECTOR, OFFICER, EMPLOYEE, AGENT, CONSULTANT OR ADVISOR OF ANY SELLER OR ANY OF THEIR AFFILIATES). THE DISCLOSURE OF ANY MATTER OR ITEM IN THE SCHEDULES SHALL NOT BE DEEMED TO CONSTITUTE AN ACKNOWLEDGMENT THAT ANY SUCH MATTER IS REQUIRED TO BE DISCLOSED OR IS MATERIAL OR THAT SUCH MATTER WOULD RESULT IN A MATERIAL ADVERSE EFFECT. PURCHASER HAS PERFORMED AN

INDEPENDENT INVESTIGATION, ANALYSIS, AND EVALUATION OF THE ACQUIRED ASSETS. THE PROVISIONS OF THIS SECTION 3.15 SHALL SURVIVE THE CLOSING OR EARLIER TERMINATION OF THIS AGREEMENT AND SHALL BE INCORPORATED INTO THE CLOSING DOCUMENTS TO BE DELIVERED AT CLOSING.

ARTICLE IV REPRESENTATIONS AND WARRANTIES OF PURCHASER

Purchaser represents and warrants to Sellers as of the Agreement Date as follows.

Section 4.1 Organization and Qualification. Purchaser is a limited liability company duly formed, validly existing and in good standing under the Laws of the State of Delaware and has all requisite power and authority necessary to carry on its business as it is now being conducted, except (other than with respect to Purchaser's due formation and valid existence) as would not, individually or in the aggregate, reasonably be expected to have a material adverse effect on Purchaser's ability to consummate the Transactions. Purchaser is duly licensed or qualified to do business and is in good standing (where such concept is recognized under applicable Law) in each jurisdiction in which the nature of the business conducted by it or the character or location of the properties and assets owned or used by it makes such licensing or qualification necessary, except where the failure to be so licensed, qualified or in good standing would not, individually or in the aggregate, reasonably be expected to prevent or adversely affect the ability of Purchaser to consummate the Transactions.

Section 4.2 Authorization of Agreement. Purchaser has all necessary power and authority to execute and deliver this Agreement and the Transaction Agreements and to perform its obligations hereof and to consummate the Transactions. The execution, delivery and performance by Purchaser of this Agreement, and the consummation by Purchaser of the Transactions, subject to requisite Bankruptcy Court approvals, have been duly 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 and performance by Purchaser of this Agreement and the consummation by it of the Transactions. This Agreement has been duly executed and delivered by Purchaser and, assuming due authorization, execution and delivery of this Agreement by the other Parties, constitutes a legal, valid and binding obligation of Purchaser, enforceable against Purchaser in accordance with its terms, except that such enforceability may be limited by the Enforceability Exceptions.

Section 4.3 Conflicts; Consents.

(a) Assuming that (i) the Sale Order, and all other requisite Bankruptcy Court approvals are obtained, (ii) the notices, authorizations, approvals, Orders, permits or Consents set forth on Schedule 4.3(a) are made, given or obtained (as applicable), and (iii) neither the execution and delivery by Purchaser of this Agreement, nor the consummation by Purchaser of the Transactions, nor performance or compliance by Purchaser with any of the terms or provisions of this Agreement, will (A) conflict with or violate any provision of Purchaser's Organizational Documents, (B) violate any Law or applicable Order, (C) violate or constitute a breach of or default (with or without notice or lapse of time, or both) under or give rise to a right of termination, modification, or cancelation of any obligation or to the loss of any benefit, any of the terms or

provisions of any loan or credit agreement or other material Contract to which Purchaser is a party or accelerate Purchaser's obligations under any such Contract, or (D) result in the creation of any Encumbrance (other than a Permitted Encumbrance) on any properties or assets of Purchaser or any of its Subsidiaries, except, in the case of clauses (A) through (D), as would not, individually or in the aggregate, reasonably be expected to prevent or adversely affect the ability of Purchaser to consummate the Transactions.

(b) Except as set forth on Schedule 1.1(a), 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, except 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 impair the ability of Purchaser to consummate the Transactions.

Section 4.4 Financing. Purchaser has, and 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, including the payment of the Purchase Price and all fees, expenses of, and other amounts required to be paid by, Purchaser in connection with Transactions and does not know of any circumstance or condition that could reasonably be expected to prevent or substantially delay the availability of such funds or otherwise impair such capability at the Closing and such other dates that such obligations and transactions are required to be satisfied pursuant to the terms hereof. Purchaser affirms that it is not a condition to Closing or to any of its obligations under this Agreement that Purchaser obtains financing for the Transactions. 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.

Section 4.5 Brokers. There is no investment banker, broker, finder, or other intermediary that 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.

Section 4.6 No Litigation. There are no Actions pending or, to Purchaser's knowledge, threatened against or affecting Purchaser that will or would reasonably be expected to adversely affect Purchaser's performance of its obligations under this Agreement or the consummation of the Transactions.

Section 4.7 Investment Representation; Investigation. Purchaser is acquiring the Equity Interests of the Acquired Entities for its own account with the present intention of holding such securities for investment purposes and not with a view to, or for sale in connection with, any distribution of such securities in violation of any federal or state securities Laws. Purchaser is an "accredited investor" within the meaning of Regulation D promulgated pursuant to the Securities Act. Purchaser is knowledgeable about the industries in which the Acquired Entities operate and is capable of evaluating the merits and risks of the Transactions and is able to bear the substantial economic risk of such investment for an indefinite period of time. Purchaser has been afforded full access to the books and records, facilities and personnel of the Acquired Entities for purposes of conducting a due diligence investigation and has conducted a full due diligence investigation of

the Acquired Entities and is satisfied with the access and materials made available to it in connection with such investigation and the scope and results of such investigation.

Section 4.8 Certain Arrangements. As of the Agreement Date, there are no Contracts, undertakings, commitments, agreements or obligations, whether written or oral, between any member of the Purchaser Group, on the one hand, and any member of the management of any Seller or its respective board of directors (or applicable governing body of any Affiliate of any Seller), any holder of equity or debt securities of any Seller, or any lender or creditor of any Seller or any Affiliate of any Seller, on the other hand, (a) relating in any way to the acquisition of the Acquired Assets or the Transactions or (b) that would be reasonably likely to prevent, restrict, impede or affect adversely the ability of any Seller or any of its Affiliates to entertain, negotiate or participate in any such Transactions.

Section 4.9 No Foreign Person. As of Closing, Purchaser will not be a “foreign person,” as defined in Section 721 of the U.S. Defense Production Act of 1950 or its implementing regulations.

Section 4.10 Solvency. Purchaser is, and immediately after giving effect to the Transactions each of Purchaser and the Acquired Entities shall be, solvent and at all times shall: (a) be able to pay its debts as they become due; (b) own property that has a fair saleable value greater than the amounts required to pay its debt (including a reasonable estimate of the amount of all contingent Liabilities) and (c) have adequate capital to carry on its business. No transfer of property is being made and no obligation is being incurred in connection with the Transactions with the intent to hinder, delay or defraud either present or future creditors of Purchaser or any of the Acquired Entities. In connection with the Transactions, Purchaser has not incurred, nor plans to incur, debts beyond its ability to pay as they become absolute and matured.

Section 4.11 WARN Act and Mass Layoffs. Purchaser does not currently plan or contemplate any plant closings, reduction in force, terminations of employees, or similar personnel actions impacting Transferred Employees that would trigger obligations under the WARN Act or similar Laws.

Section 4.12 No Competitive Assets. Neither Purchaser nor any of its “associates” or “affiliates” (each as defined in 16 CFR 801.1(d)) hold five percent (5%) or more of the economic interest, voting securities or non-corporate interests (as “hold,” “voting securities” and “non-corporate interest” are defined under 16 CFR 801) of any entity that competes with any of Sellers or the Acquired Entities to the extent that any such holdings would reasonably be expected to prevent or materially delay the expiration or termination of the waiting period under applicable Foreign Competition Laws in connection with the Transactions.

Section 4.13 No Additional Representations or Warranties. Except for the representations and warranties contained in this Article IV, Sellers acknowledge 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 Sellers by Purchaser.

ARTICLE V
BANKRUPTCY COURT MATTERS

Section 5.1 Bankruptcy Actions.

(a) Within two (2) Business Days following the Agreement Date, Sellers shall file a notice with the Bankruptcy Court attaching the proposed form of Sale Order approving the execution, delivery, and performance of this Agreement by Sellers (including payment of the Expense Reimbursement pursuant to Section 8.2(b) or Breakup Fee pursuant to Section 8.2(c)), other than the performance of those obligations to be performed at or after the Closing, which Sale order shall be in form and substance acceptable to Purchaser. The foregoing notice shall be served in accordance with the Sale Order. Purchaser will promptly take such actions as are reasonably requested by any Seller to assist in obtaining Bankruptcy Court approval of the Sale Order.

(b) As soon as reasonably practicable following the Agreement Date, Sellers shall file a notice with the Canadian Court attaching the proposed form of Sale Order approving the execution, delivery, and performance of this Agreement by Sellers (including payment of the Expense Reimbursement pursuant to Section 8.2(b) or Breakup Fee pursuant to Section 8.2(c)), other than the performance of those obligations to be performed at or after the Closing, which Sale order shall be in form and substance acceptable to Purchaser. The foregoing notice shall be served in accordance with the Sale Order. Purchaser will promptly take such actions as are reasonably requested by any Seller to assist in obtaining Canadian Court approval of the Sale Order.

(c) Sellers, including through their representatives, are and may continue soliciting inquiries, proposals or offers from third parties in connection with any Alternative Transaction pursuant to the terms of the Sale Order. Sellers may modify the Sale Order pursuant to discussions with the United States Trustee assigned to the Bankruptcy Case, the Monitor appointed in the Canadian Proceedings, the Bankruptcy Court or Canadian Court, any creditor or committee representing a group of creditors in the Bankruptcy Case or the Canadian Proceedings, or any other party in interest, with such modifications being acceptable to Purchaser in its commercially reasonable discretion.

(d) From the Agreement Date until the earlier of (i) the termination of this Agreement in accordance with Article VIII and (ii) the Closing Date, the Parties shall use their respective commercially reasonable efforts to obtain entry by the Bankruptcy Court and the Canadian Court of the Sale Order.

(e) Purchaser shall promptly take all actions as are reasonably requested by Sellers to assist in obtaining the Bankruptcy Court's and the Canadian Court's entry of the Sale Order and any other Order reasonably necessary in connection with the Transactions as promptly as practicable, including furnishing affidavits, financial information, or other documents or information for filing with the Bankruptcy Court and/o the Canadian Court and making such employees and Advisors of Purchaser and its Affiliates available to testify before the Bankruptcy Court and/or the Canadian 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.

(f) Parent (on behalf of the Sellers) and Purchaser shall (i) appear formally or informally in the Bankruptcy Court and/or the Canadian Court if reasonably requested by the other Party or required by the Bankruptcy Court in connection with the Transactions and (ii) keep the other reasonably apprised of the status of material matters related to the Agreement, including, upon reasonable request promptly furnishing the other with copies of notices or other communications received by Sellers from the Bankruptcy Court and/or the Canadian Court with respect to the Transactions.

(g) If Purchaser is not the prevailing party at the conclusion of the Sale Hearing (as defined in the Sale Motion) (such prevailing party, the "Successful Bidder"), then, unless this Agreement is validly terminated by Purchaser pursuant to Section 8.1(h) (and without limiting such termination right), Purchaser may in its discretion agree to serve as a back-up bidder in its sole discretion.

(h) This Agreement and the sale of the Acquired Assets are subject to higher and better bids and Bankruptcy Court and Canadian Court approval. Purchaser acknowledges that Sellers must take reasonable steps to demonstrate that they have sought to obtain the highest or otherwise best price for the Acquired Assets, including giving notice to the creditors of Sellers and other interested parties, providing information about Sellers to prospective bidders, entertaining higher and better offers from such prospective bidders, and, in the event that additional qualified prospective bidders desire to bid for the Acquired Assets, conducting an Sale Hearing.

(i) Purchaser shall provide adequate assurance of future performance as required under Section 365 of the Bankruptcy Code and/or its equivalents under the CCAA for the Assigned Contracts. Purchaser will take all actions reasonably required to assist in obtaining a Bankruptcy Court and/or Canadian Court finding that there has been a sufficient demonstration of adequate assurance of future performance under the Assigned Contracts, such as furnishing affidavits, non-confidential financial information and other documents or information for filing with the Bankruptcy Court and/or Canadian Court and making Purchaser's Advisors available to testify before the Bankruptcy Court and/or Canadian Court.

(j) Nothing in this Section 5.1 shall prevent Sellers from modifying the Sale Order as necessary or appropriate to maximize value for Sellers' estate in accordance with Sellers' fiduciary obligations.

Section 5.2 Cure Costs. Subject to entry of the Sale Order, Purchaser shall, on or prior to the Closing (or, in the case of any Contract that is to be assigned following the Closing pursuant to Section 1.5, on or prior to the date of such assignment), pay the Cure Costs 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/or its equivalents under the CCAA and this Agreement.

Section 5.3 Sale Order. The Sale Order shall, among other things, (a) approve, pursuant to sections 105, 363 and 365 of the Bankruptcy Code, (i) the execution, delivery and performance

by Sellers of this Agreement, (ii) the sale of the Acquired Assets to Purchaser on the terms set forth in this Agreement and free and clear of all Encumbrances (other than Encumbrances included in the Assumed Liabilities and Permitted Encumbrances), and (iii) the performance by Sellers of their obligations under this Agreement, (b) authorize and empower Sellers to assume and assign to Purchaser the Assigned Contracts, (c) find that Purchaser is a “good faith” buyer within the meaning of Section 363(m) of the Bankruptcy Code, find that Purchaser is not a successor to any Seller, and grant Purchaser the protections of Section 363(m) of the Bankruptcy Code, (d) 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, (e) 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, and (f) find that Purchaser shall have no Liability for any Excluded Liability. Sellers shall seek substantially equivalent approvals and findings, as necessary and appropriate, pursuant to the Sale Order in the Canadian Proceedings.

Section 5.4 Approval. Sellers’ obligations under this Agreement and in connection with the Transactions are subject to entry of and, to the extent entered, the terms of any Orders of the Bankruptcy Court and/or the Canadian Court (including entry of the Sale Order). Nothing in this Agreement shall require Sellers or their respective Affiliates to give testimony to or submit a motion to the Bankruptcy Court or the Canadian Court that is untruthful or to violate any duty of candor or other fiduciary duty to the Bankruptcy Court, the Canadian Court, or its stakeholders.

ARTICLE VI COVENANTS AND AGREEMENTS

Section 6.1 Conduct of the Business of Sellers.

(a) Except (i) as required by applicable Law, Order or a Governmental Body, (ii) due to any limitations on operations imposed by the Bankruptcy Court or the Bankruptcy Code, the Canadian Court or the CCAA, or Sellers’ debtor-in-possession financing, use of cash collateral, the DIP Term Sheet (as defined in the Financing Orders) or any DIP Budget (as defined in the Financing Orders), as the case may be, (iii) as expressly contemplated, required or permitted by this Agreement or the Financing Orders, (iv) to the extent related to an Excluded Asset or an Excluded Liability, (v) as set forth on Schedule 6.1, during the period from the Agreement Date until the Closing, unless Purchaser otherwise consents in writing (such consent not to be unreasonably withheld, conditioned or delayed), (A) Sellers shall use their commercially reasonable efforts to carry on the Business in the Ordinary Course and to cause the Acquired Entities to carry on the Business in the Ordinary Course, in each case except as would not reasonably be expected to be material to the Acquired Assets, the Assumed Liabilities, and the Business and (B) subject to Section 2.2(b), Sellers shall use its reasonable best efforts to acquire \$24,100,000 of new Core Inventory in accordance with Sellers’ forecast inventory purchasing plan; provided, that upon Purchaser’s written consent, Sellers may allocate a portion of the foregoing commitment to pay vendor claims under Section 503(b)(9) of the Bankruptcy Code, in each case, taken as a whole; provided that no action by any Seller or Acquired Entity with respect

to matters specifically addressed by Section 6.1(b) shall be deemed to be a breach of this Section 6.1(a) unless such action would constitute a breach of Section 6.1(b).

(b) Except (i) as required by applicable Law, Order or a Governmental Body, (ii) due to any limitations on operations imposed by the Bankruptcy Court or the Bankruptcy Code, the Canadian Court or the CCAA, or Sellers' debtor-in-possession financing or use of cash collateral, the DIP Term Sheet or any DIP Budget, as the case may be, (iii) as expressly contemplated, required or permitted by this Agreement or the Financing Orders, (iv) to the extent related to an Excluded Asset or an Excluded Liability, or (v) as set forth on Schedule 6.1, during the period from the Agreement Date until the Closing, unless Purchaser otherwise consents in writing (such consent not to be unreasonably withheld, delayed or conditioned), Sellers shall not, and shall cause the Acquired Entities not to, take any of the following actions:

(i) other than transactions solely among Sellers and the Acquired Entities or pursuant to the terms of any Employee Benefit Plan, (A) issue, sell, encumber or grant any Equity Interests of the Acquired Entities; (B) redeem, purchase, or otherwise acquire any of the outstanding Equity Interests of the Acquired Entities, (C) establish a record date for, declare, set aside for payment or pay any dividend on, or make any other distribution in respect of, any Equity Interests of the Acquired Entities, or (D) split, combine, subdivide or reclassify any Equity Interests of the Acquired Entities;

(ii) (A) incur, assume or otherwise become liable for any indebtedness for borrowed money, issue or sell any debt securities or rights to acquire any debt securities of Sellers or the Acquired Entities, guarantee any such indebtedness or any debt securities of another Person or enter into any "keep well" or other agreement to maintain any financial statement condition of another Person (collectively, "Indebtedness"), except (1) for intercompany Indebtedness among Sellers and their Affiliates, (2) for letters of credit, bank guarantees, security or performance bonds or similar credit support instruments, overdraft facilities or cash management programs, in each case issued, made or entered into in the Ordinary Course, (3) for Indebtedness incurred under arrangements that are not secured by the Acquired Assets and that the Acquired Entities are not responsible for (whether as borrowers or guarantors), (4) for Indebtedness incurred under existing arrangements (including in respect of letters of credit), and (5) for Indebtedness incurred in connection with the refinancing of any Indebtedness existing on the Agreement Date or permitted to be incurred, assumed or otherwise entered into under this Agreement, in each case of this clause (A), other than Excluded Liabilities, (B) enter into any swap or hedging transaction or other derivative agreements other than in the Ordinary Course or (C) make any loans, capital contributions or advances to, or investments in, any Person other than (1) as permitted pursuant to Section 6.1(b)(v) or (2) in the Ordinary Course;

(iii) sell or lease to any Person, in a single transaction or series of related transactions, any of the Acquired Assets for consideration, individually or in the aggregate, in excess of \$25,000, except (A) Ordinary Course dispositions of Inventory and dispositions of obsolete, surplus or worn out assets or assets that are no longer used or useful in the conduct of the Business, (B) transfers among Sellers and the Acquired Entities, (C) leases or subleases of real property under which a Seller or Acquired Entity is a tenant or a subtenant and voluntary terminations or surrenders of such leases or subleases,

in each case following prior good faith consultation with Purchaser, and (D) other sales and leases in the Ordinary Course;

(iv) make or authorize capital expenditures, including for property, plant and Equipment, except for those (A) in connection with the repair or replacement of (x) facilities, properties or assets destroyed or damaged due to casualty or accident (whether or not covered by insurance) or (y) assets that are necessary to operate the Business in the Ordinary Course, (B) otherwise in an aggregate amount for all such capital expenditures made pursuant to this clause (B) not to exceed \$25,000 in the aggregate or (C) in accordance with the business plan or capital expenditure budget made available to Purchaser;

(v) except as permitted under Section 6.1(b)(iv), and except for acquisitions made with Purchaser's prior written consent, make any acquisition of, or investment in, any material properties, assets, securities or business (including by merger), except in the Ordinary Course (which shall include acquisitions of Inventory in the Ordinary Course with respect to the Go-Forward Stores);

(vi) except (A) in the Ordinary Course or (B) as permitted or required pursuant to the terms of any Employee Benefit Plan, (1) grant to any Business Employee any material increase in compensation (including bonus or long-term incentive opportunities), (2) hire any employee whose base salary exceeds \$50,000 per annum, (3) establish, adopt, enter into, materially amend or terminate any material Assumed Benefit Plan or (4) take any action to accelerate any rights or benefits of any Business Employee under any Assumed Benefit Plan; provided that the foregoing shall not restrict any Seller from (x) entering into or making available, to newly hired employees or to employees in the context of promotions based on job performance or workplace requirements, in each case, in the Ordinary Course, plans, agreements, benefits and compensation arrangements (including incentive grants) in a manner consistent with the past practice of making compensation and benefits available to newly hired or promoted employees in similar positions or (y) taking any action or establishing any Employee Benefit Plan or other compensation or benefit plan that is not targeted at Business Employees or that will not result in Purchaser bearing Liability therefor after the Closing;

(vii) make any material changes in financial accounting methods, principles or practices materially affecting the consolidated assets, Assumed Liabilities or results of operations of Sellers and the Acquired Entities, except insofar as may be required (A) by GAAP (or any interpretation of GAAP), (B) by any applicable Law or (C) by any Governmental Body or quasi-governmental authority (including the Financial Accounting Standards Board or any similar organization);

(viii) grant any Encumbrance (other than Permitted Encumbrances) on any of its material Acquired Assets other than to secure Indebtedness and other obligations that are in existence at the Agreement Date (and required to be so secured by their terms);

(ix) settle any pending or threatened Action against any Seller or Acquired Entity that would result in an Assumed Liability in an amount in excess of \$25,000;

(x) sell or license to any Person, in a single transaction or series of related transactions, any of the material Acquired Intellectual Property, except for non-exclusive licenses granted in the Ordinary Course or the expiration of registered Intellectual Property at the end of its statutory term;

(xi) subject to Section 2.2(b) and Section 6.1(a), (A) purchase any new Inventory, (B) conduct liquidation sales of any goods on consignment or any Core Inventory, (C) replenish any Inventory in any Phase I Closing Stores or (D) replenish Inventory in any Go-Forward Stores other than Ordinary Course replenishments of Inventory on hand as of the Agreement Date; or

(xii) commit or agree to take any of the foregoing actions.

(c) Nothing contained in this Agreement is intended to give Purchaser or its Affiliates, directly or indirectly, the right to control or direct the Business (or the other business of Sellers and their Affiliates) prior to the Closing, and nothing contained in this Agreement is intended to give any Seller, directly or indirectly, the right to control or direct Purchaser's or its Subsidiaries' operations. Prior to the Closing, each of Purchaser and Sellers shall exercise, consistent with the terms and conditions of this Agreement, complete control and supervision over its and its Subsidiaries' respective operations.

Section 6.2 Access to Information.

(a) From the Agreement Date until the Closing, Sellers will provide Purchaser and its authorized Advisors with reasonable access and upon reasonable advance notice and during regular business hours (and in accordance with the reasonable procedures established by Sellers) to the books and records of Sellers and the Acquired Entities to the extent required in order to consummate the Transactions; provided that (i) such access does not unreasonably interfere with the normal operations of any Seller or Acquired Entity, (ii) such access will occur in such a manner as Sellers reasonably determine to be appropriate to protect the confidentiality of the Transactions and such books and records, (iii) all requests for access will be directed to the FA or such other Person(s) as the FA may designate in writing from time to time, (iv) Sellers and the Acquired Entities are not obligated to disclose, and may redact or remove, any information that is not related to the Business, and (v) nothing in this Agreement will require Sellers or any Acquired Entity to provide access to, or to disclose any information to, Purchaser if such access or disclosure (A) would cause significant competitive harm to any Seller or any Acquired Entity if the Transactions are not consummated, (B) would require any Seller or the Acquired Entities to disclose any information regarding the Affiliates of any Seller (other than any Seller or Acquired Entity), (C) would reasonably be expected to adversely affect any legal privilege, (D) would be in violation of applicable Laws (including the Foreign Competition Laws) or the provisions of any agreement to which any Seller or Acquired Entity is bound or (E) would violate any fiduciary duty. Nothing in this Agreement will permit Purchaser or its Advisors to conduct any sampling or testing of environmental media or any other invasive investigation or assessment at any Acquired Leased

Real Property other property of the Acquired Entities, including of the type commonly known as a Phase II environmental site assessment.

(b) The information provided pursuant to this Section 6.2 will be used solely for the purpose of consummating the Transactions and will be governed by the terms and conditions of the Confidentiality Agreement, which Confidentiality Agreement shall not terminate upon the execution of this Agreement notwithstanding anything to the contrary in the Confidentiality Agreement. Purchaser will, and will cause its Advisors to, abide by the terms of the Confidentiality Agreement with respect to such access and any information furnished to Purchaser or any of its Advisors. Sellers and their Affiliates make no 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) For a period of three (3) years following the Closing Date (or, if later, through the closing of the Bankruptcy Cases and dissolution of Sellers and their controlled Affiliates), Purchaser will provide 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, and other documents (but excluding any books and records with respect to Taxes or Tax matters, which shall be governed by Section 9.3) (for the purpose of examining and copying) relating to the Acquired Assets, the Acquired Entities, the Excluded Assets, the Assumed Liabilities, or the Excluded 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 Advisors, offices and properties of Purchaser (including for the purpose of better understanding the books and records). Unless otherwise consented to in writing by Sellers, Purchaser will not, during such period, destroy, alter, or otherwise dispose of any of such books and records without first offering to surrender to Sellers such books and records that Purchaser may intend to destroy, alter, or dispose of. From and after the Closing, Purchaser will, and will cause its employees to, provide Sellers with reasonable assistance, support and cooperation with Sellers' wind-down and related activities (*e.g.*, helping to locate Documents or information related to preparation of Tax Returns, reconciliation of claims in the Bankruptcy Case and other Liabilities, and processing of insurance/benefit claims).

(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, licensee, licensor, distributor, noteholder or other material business relation of any Seller prior to the Closing with respect to any Seller, the Business, or the Transactions, without the prior written consent of such Seller for each such contact.

Section 6.3 Employee Matters.

(a) At or prior to Closing, Purchaser shall, in its discretion, extend to certain Business Employees employed by Sellers (i) who are not employed by an Acquired Entity; and (ii) whose work either primarily relates to the Acquired Leased Real Property or primarily relates to the revenue channels of the Business (each an "Offer Employee"), a written offer of employment on the terms set forth in this Section 6.3 ("Transfer Offer"), and that, if accepted, shall become effective immediately after the Closing. Business Employees who are employed by an Acquired

Entity as of the Closing Date (each an “Acquired Entity Employee”) or who accept such Transfer Offers and begin employment with Purchaser or an Affiliate of Purchaser, and Business Employees employed by the Acquired Entities as of the Closing Date, shall be collectively referred to as “Transferred Employees.” Purchaser shall notify Sellers in a reasonable timeframe (but in any event within three Business Days of receiving a response from the applicable Offer Employee) with respect to whether each such offer has been accepted or rejected. Nothing in this Agreement shall be construed as a representation or guarantee by any Seller or any of their respective Affiliates that any or all Offer Employees employed by Sellers will accept a Transfer Offer, or that any Transferred Employee will continue in employment with Purchaser following the Closing for any period of time. Purchaser shall carry out all necessary actions to effect the timely employment by it of each Offer Employee who has accepted a Transfer Offer, and the continuation of employment of all Business Employees employed by the Acquired Entities, on the Closing Date. Effective as of the Closing, each Transferred Employee previously employed by Sellers shall cease to be an employee of each Seller.

(b) Purchaser shall provide each Transferred Employee, or cause each Transferred Employee to be provided, with a base compensation or wage rate, as applicable, that is no less than that provided to such Transferred Employee as of immediately prior to the Closing. For purposes of eligibility, vesting and determining level of benefits under the benefit plans and programs maintained by Purchaser or any of its Affiliates after the Closing Date (the “Purchaser Plans”), each Transferred Employee shall be credited with his or her years of service with Sellers (and any of its predecessors) before the Closing Date, except to the extent such credit would result in a duplication of benefits.

(c) At the Closing, Transferred Employees (and their eligible dependents and beneficiaries) shall cease active participation in the Employee Benefit Plans that are not Assumed Benefit Plans. Further, (i) each Transferred Employee shall be immediately eligible to participate, without any waiting time, in any and all Purchaser Plans; (ii) for purposes of each Purchaser Plan providing health or welfare benefits, Purchaser shall cause all pre-existing condition exclusions and actively-at-work requirements of such Purchaser Plan to be waived for such Transferred Employee and their covered dependents (unless such exclusions or requirements were applicable under comparable Employee Benefit Plans); and (iii) Purchaser shall use commercially reasonable efforts to cause any co-payments, deductible and other eligible expenses incurred by such Transferred Employee or his or her covered dependents during the plan year in which the Closing Date occurs to be credited for purposes of satisfying all deductible, coinsurance, and maximum out-of-pocket requirements applicable to such Transferred Employee and their covered dependents for the applicable plan year of each comparable Purchaser Plan.

(d) Purchaser shall be solely responsible for paying, providing, and satisfying when due all compensation (including salary, wages, commissions, bonuses, incentive compensation, overtime, premium pay and shift differentials), vacation, personal days, sick pay and other paid time off, benefits and benefit claims, severance and termination pay, notice, and benefits (including any employer Taxes or other payments related thereto), in each case, to the extent, accruing, incurred or arising as a result of employment or separation from employment with Purchaser on or after the Closing Date with respect to Transferred Employees. For the avoidance of doubt, (i) all Liabilities relating to the employment with, termination of employment with, application for employment with or any other employment or labor-related Liabilities with

respect to current and former employees of any of the Acquired Entities shall continue to be Liabilities of such Acquired Entity and (ii) all Liabilities relating to the employment with, termination of employment with, application for employment with or any other employment or labor-related Liabilities with respect to any Business Employees who do not become Transferred Employees shall be Excluded Liabilities and continue to be Liabilities of the applicable Seller.

(e) The provisions of this Section 6.3 are for the sole benefit of the Parties and nothing in this Agreement, express or implied, is intended or shall be construed to confer upon or give any Person (including any employees of Sellers or Acquired Entities 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 in this Agreement, express or implied: (i) shall be construed to establish, amend, or modify any benefit plan, program, agreement or arrangement; (ii) shall, subject to compliance with the other provisions of this Section 6.3, alter or limit Purchaser's or 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.

(f) Purchaser will, or will cause its Affiliates to, provide any required notice under the Worker Adjustment and Retraining Notification Act of 1988 or any similar Laws ("WARN Act") and to otherwise comply with the WARN Act with respect to any "plant closing" or "mass layoff" or group termination or similar event under the WARN Act affecting Transferred Employees and occurring after the Closing. Purchaser will not, and will cause its Affiliates not to, take any action on or after the Closing Date that would result in an employment loss or layoff for a sufficient number of Transferred Employees in Hawaii, New Jersey, and Illinois, if aggregated with any such conduct on the part of Sellers prior to the Closing Date, would trigger the WARN Act.

(g) For any Transferred Employees of Sellers who are principally based outside the United States, the provisions of this Section 6.3 shall apply to such employees *mutatis mutandis* to the maximum extent permitted by applicable Law.

(h) At the Closing, Sellers shall provide a list that sets forth the name, site of employment, and employment loss date of any employee who suffered an "employment loss" (including as a result of a furlough or reduction in hours) under the WARN Act within the ninety (90) days immediately preceding the Closing Date.

Section 6.4 Regulatory Approvals.

(a) Subject to Section 6.5, Sellers will (i) cooperate with Purchaser in exchanging such information and providing such assistance as Purchaser may reasonably request in connection with any filings made by the Purchaser Group pursuant to Section 6.4(b), and (ii) (A) supply promptly any additional information and documentary material that may be requested in connection with the filings made pursuant to this Section 6.4(a) or Section 6.4(b) and (B) use reasonable best efforts to take all actions necessary to obtain all required clearances in connection with such filings.

(b) Subject to Section 6.5, 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, if any, (ii) cooperate with Sellers in exchanging such information and providing such assistance as Sellers may reasonably request in connection with any filings made by a Seller pursuant to Section 6.4(a), and (iii) (A) supply promptly any additional information and documentary material that may be requested in connection with the filings made pursuant to this Section 6.4(b) or Section 6.4(a) and (B) use reasonable best efforts to take all actions necessary to obtain all required clearances.

Section 6.5 Antitrust Notification.

(a) Parent (on behalf of the Sellers) and Purchaser will (and will cause their respective Affiliates, if applicable, to), as promptly as practicable make all notifications, filings, registrations or other materials required or necessary under the Foreign Competition Laws or other Laws set forth on Schedule 7.1(a). Parent (on behalf of the Sellers) and Purchaser shall (and shall cause their respective Affiliates to) furnish to each other's counsel such necessary information and reasonable assistance as the other may request in connection with its preparation of any filing or submission that is necessary under the Foreign Competition Laws or such other Laws, and will respond to any requests made for any supplemental information by any Governmental Body as promptly as practicable. Parent (on behalf of the Sellers) and Purchaser shall not extend any waiting period or enter into any agreement or understanding with any Governmental Body without the prior written consent of the other; provided that such consent shall not be unreasonably withheld, conditioned, or delayed. Purchaser will use all reasonable best efforts to comply as promptly as practicable with any requests made for additional information in connection with such filings. Purchaser will be solely responsible for payment of all filing fees payable in connection with such filings.

(b) Subject to the immediately following sentence, Parent (on behalf of the Sellers) and Purchaser will use their reasonable best efforts to obtain as promptly as practicable (and in any event prior to the Outside Date) any clearances, waiting period expirations or terminations, non-actions, or other Consents required under state transaction notification or similar Laws, or such Foreign Competition Laws for the Transactions and will keep each other apprised of the status of any communications with, and any inquiries or requests for additional information from, any Governmental Body and will comply promptly with any such inquiry or request. Purchaser will take, and will cause its Affiliates to take, any and all steps necessary to avoid or eliminate each and every impediment under any Law that may be asserted by any Governmental Body or any other Person so as to enable the Parties to expeditiously consummate the Transactions, including (i) opposing at Purchaser's cost and expense any motion or Action for a temporary, preliminary or permanent Order against, or preventing or delaying, the consummation of the Transactions, and exhausting all avenues of appeal, including appealing properly any adverse decision or Order by any Governmental Body, (ii) entering into a consent decree, consent agreement, settlement, or other agreement or arrangement (including any customary ancillary agreements) containing Purchaser's agreement to hold separate, license, sell, transfer, dispose of, or divest (pursuant to such terms as may be required by any Governmental Body) such assets (whether tangible or intangible), rights, properties, products, or businesses of Purchaser and its Affiliates and any Acquired Assets, (iii) agreeing to the termination, modification, or assignment

of existing relationships, joint ventures, Contracts, or obligations of Purchaser and its Affiliates and (iv) agreeing to such limitations on conduct or actions of members of Purchaser and its Affiliates after the Closing as may be required in order to obtain satisfaction of the conditions set forth in Section 7.1(a) prior to the Outside Date, in each case, so as to allow the consummation of the Transactions as soon as practicable and, in any event, prior to the Outside Date.

(c) Without limiting this Section 6.5(c), the Parties will instruct their respective counsel to cooperate with each other and will use reasonable best efforts to facilitate and expedite obtaining any clearances, waiting period expirations or terminations, non-actions, or other Consents under state transaction notification or similar Laws, or Foreign Competition Laws at the earliest practicable dates and, in any event, prior to the Outside Date. Such reasonable best efforts and cooperation shall include each Party and its respective counsel undertaking to (i) promptly notify the other Party or its counsel of, and, if in writing, furnish such other Party or its counsel with copies of (or, in the case of oral communications, advise such other Party or its counsel of the contents of), any communication received by such Person from a Governmental Body in connection with the filings made pursuant to this Section 6.5 and (ii) keep the other Party or its counsel informed with respect to the status of any applicable submissions and filings to any Governmental Body in connection with this Agreement and the Transactions and any developments, meetings or discussions with any Governmental Body in respect such submissions and filings, including with respect to (A) the receipt of any non-action, action, clearance, Consent, approval, waiver, or other authorizations, (B) the expiration or termination of any waiting period, (C) the commencement or proposed or threatened commencement of any investigation, litigation or administrative or judicial Action or proceeding under applicable Laws, including any proceeding initiated by a private party, and (D) the nature and status of any objections raised or proposed or threatened to be raised by any Governmental Body with respect to this Agreement and the Transactions. Neither Parent (on behalf of the Sellers) nor Purchaser will participate in any meeting or discussion with any Governmental Body with respect of any such filings, applications, investigation or other inquiry relating to the Transactions without giving the other Party reasonable prior notice of the meeting or discussion and, to the extent permitted by the relevant Governmental Body, the opportunity to attend and participate in such meeting or discussion, unless prohibited by such Governmental Body. Parent (on behalf of the Sellers) will have the right to review and approve the content of any draft notifications, formal notifications, filing, submission or other written communication (and any analyses, memoranda, presentations, white papers, correspondence or other written materials submitted therewith) to be submitted to any Governmental Body in advance of any such submission. With respect to any non-public information provided by a Party to the other under this Section 6.5, each Party may (1) designate such material as restricted to “outside counsel only” and any such material shall not be shared with employees, officers or directors or their equivalents of the receiving Party without approval of the disclosing Party and (2) make appropriately limited redactions necessary to satisfy contractual confidentiality obligations, preserve attorney-client privilege or protect material relating to the valuation of the Acquired Assets.

(d) Purchaser will not, and will not permit any member of the Purchaser Group or their respective Affiliates to, engage in any action or enter into any transaction or permit any action to be taken or transaction to be entered into that would reasonably be expected to (i) impose any delay in the obtaining of, or increase the risk of not obtaining, any clearances, Consents, approvals, waivers, actions, waiting period expirations or terminations, non-actions or other

authorizations under the Foreign Competition Laws from any Governmental Body necessary to consummate the Transactions, (ii) increase the risk of any Governmental Body entering an Order preventing, delaying, or prohibiting the consummation of the Transactions or (iii) delay the consummation of the Transactions.

Section 6.6 Reasonable Efforts; Cooperation.

(a) Subject to the other terms of this Agreement, including any provisions with an express different standard regarding actions to be taken in this Agreement, each Party shall, and shall cause its Advisors to, use its reasonable best efforts to perform its obligations hereunder and to take, or cause to be taken, and to do, or cause to be done, all things necessary, proper, or advisable to cause the Transactions 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 in this Agreement in all cases, taking into account of the Bankruptcy Cases. The “reasonable best efforts” of Sellers will not require any Seller or any of its 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 Sellers pursuant to this Agreement, including this Section 6.6, shall be subject to any Orders entered, or approvals or authorizations granted or required, by or under the Bankruptcy Court or the Bankruptcy Code, Sellers’ debtor-in-possession financing or use of cash collateral, as the case may be, and Sellers’ obligations as debtors in possession to comply with any Order of the Bankruptcy Court, and Sellers’ duty to seek and obtain the highest or otherwise best price for the Acquired Assets as required by the Bankruptcy Code.

Section 6.7 Further Assurances. 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 to evidence and effectuate the Transactions in accordance with the terms of this Agreement.

Section 6.8 Insurance Matters. Upon Closing, all nontransferable insurance coverage provided in relation to any Seller and the Acquired Assets that is maintained by such Seller or its Affiliates (whether such policies are maintained with third party insurers or with any Seller or its Affiliates) shall cease to provide any coverage with respect to the Business, the Acquired Assets, and the Assumed Liabilities, and no further coverage shall be available to Purchaser with respect to the Business, the Acquired Assets, or the Assumed Liabilities under any such policies. From and after the Closing, Purchaser shall have the right to make claims and to receive proceeds from such claims with respect to any matter solely to the extent related to the Acquired Assets or Assumed Liabilities for periods prior to the Closing, and Sellers shall use reasonable best efforts to seek recovery or allow Purchaser to seek recovery under the applicable occurrence-based insurance policies, and Seller shall cooperate with Purchaser’s reasonable requests if it seeks recovery, with respect to such matters and shall remit (or, at Purchaser’s request, direct any such insurer to pay directly to Purchaser) any insurance proceeds actually obtained with respect to such

claims (net of Sellers' reasonable and documented out-of-pocket costs and expenses of seeking recovery, to the extent not otherwise paid or reimbursed by Purchaser) to Purchaser or its designee.

Section 6.9 Receipt of Misdirected Assets; Liabilities.

(a) From and after the Closing, if any Seller or any of its respective Affiliates receives any right, property or asset that is an Acquired Asset, the applicable Seller shall promptly transfer or cause such of its Affiliates to transfer such right, property or asset (and shall promptly endorse and deliver any such asset that is received in the form of cash, checks or similar documents) to Purchaser, and such asset will be deemed the property of Purchaser held in trust by such Seller for Purchaser until so transferred. From and after the Closing, if Purchaser or any of its Affiliates receives any right, property or asset that is an Excluded Asset, Purchaser shall promptly transfer or cause such of its Affiliates to transfer such asset (and shall promptly endorse and deliver any such right, property or asset that is received in the form of cash, checks, or similar documents) to the applicable Seller, and such asset will be deemed the property of such Seller held in trust by Purchaser for such Seller until so transferred.

(b) From and after the Closing, if any Seller or any of such Seller's Affiliates is subject to a Liability that should belong to Purchaser or its Affiliates pursuant to the terms of this Agreement, such Seller shall promptly transfer or cause such of its Affiliates to transfer such Liability to Purchaser, and Purchaser shall assume and accept such Liability. From and after the Closing, if Purchaser or any of its Affiliates is subject to a Liability that should belong to a Seller or its Affiliates pursuant to the terms of this Agreement, Purchaser shall promptly transfer or cause such of its Affiliates to transfer such Liability to the applicable Seller or its Affiliates, and such Seller or its Affiliates shall assume and accept such Liability.

(c) If, on or after the Closing, if Purchaser receive any payments or other funds due to or belonging to the Sellers pursuant to the terms of this Agreement or any Transaction Agreements, including any credit card reserves of the Sellers, then Purchaser shall, within five (5) Business Days after receipt of such funds, forward such funds to Parent. The Parties acknowledge and agree there is no right of offset regarding such payments and a Party may not withhold funds received from third parties for the account of the other Party in the event there is a dispute regarding any other issue under this Agreement or any of the Transaction Agreements.

Section 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 (including its financial condition, results of operations, assets, Liabilities, properties, Contracts, environmental, health or safety conditions and compliance, employee matters, regulatory compliance, business risks, and prospects), the Acquired Assets, and the Assumed Liabilities.

(b) Purchaser acknowledges and agrees, on its own behalf and on behalf of the Purchaser Group, that, in making its determination to execute this Agreement and proceed with the Transactions, Purchaser and the Purchaser Group have relied, are relying, and will rely solely on the Express Representations and have not relied on, are not relying on, and will not rely on any

information, statements, disclosures, documents, projections, forecasts or other material made available or provided by any Person (including in any presentations or other materials prepared by the FA (the “Information Presentation”) or in that certain Project Carat datasite administered by Datasite, (the “Dataroom”) or elsewhere) to Purchaser or any of its Affiliates or Advisors, or the Projections or any other information, statements, disclosures or materials, in each case, whether written or oral, made or provided by or on behalf of any Seller or any other Seller Party, or any failure of any of the foregoing to disclose or contain any information, in all cases, except for the representations and warranties expressly contained in Article III (as qualified by the Schedules and in accordance with the express terms and conditions (including limitations and exclusions) of this Agreement) or the certificate delivered pursuant to Section 2.4(f) (the “Express Representations”) (it being understood that Purchaser and the Purchaser Group have relied only on such Express Representations).

(c) 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 and (ii) 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 Dataroom, Information Presentation, Projections, meetings, calls or correspondence with management of any Seller, any of the Seller Parties or any other Person on behalf of any Seller or any of the Seller Parties 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, environmental, health or safety conditions and compliance, employee matters, regulatory compliance, business risks and prospects of the Business, or the quality, quantity or condition of any of the Acquired Assets or any assets or Liabilities of the Acquired Entities, are, in each case, specifically disclaimed by each Seller, on its behalf and on behalf of the Seller Parties. Purchaser, on its own behalf and on behalf of the Purchaser Group: (1) disclaims reliance on the items in clause (ii) in the immediately preceding sentence; and (2) acknowledges and agrees that it has relied on, is relying on and will rely on only the Express Representations.

(d) Without limiting the generality of the foregoing, Purchaser acknowledges and agrees, on its own behalf and on behalf of the Purchaser Group, that neither Sellers, 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 waives, 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, (x) any potentially material information regarding any Seller or any Acquired Entity or any of their respective assets (including the Acquired Assets), Liabilities (including the Assumed Liabilities) or operations and (y) 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 any Seller’s or any Acquired Entity’s business (including the Business), operations, assets, Liabilities, Contracts, environmental, health or safety conditions and compliance, employee matters, regulatory compliance, business risks and prospects, except, in each case, solely to the extent expressly set forth in the Express Representations.

(e) Without limiting the generality of the foregoing, in connection with the investigation by the Purchaser Group, 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 any Seller or other Seller Parties, 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 Sellers, (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). Purchaser further acknowledges that neither Parent, Seller nor any Seller Parties make any representations or warranties with respect to the Projections.

(f) Purchaser acknowledges and agrees, on its own behalf and on behalf of the Purchaser Group, that it will not assert, institute, or maintain, and will cause each member of the Purchaser Group not to assert, institute or maintain, any Action that makes any claim contrary to the agreements and covenants set forth in this Section 6.10.

(g) 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 to the maximum extent permitted by applicable Law and (ii) are an integral part of the Transactions and that, without these agreements set forth in this Section 6.10, Seller would not enter into this Agreement.

Section 6.11 Directors’ and Officers’ Indemnification.

(a) Following the Closing until the sixth (6th) anniversary of the Closing, Purchaser shall (a) cause the Acquired Entities not to amend, repeal, or otherwise modify the Acquired Entities’ Organizational Documents as in effect at the Closing, in any manner that would adversely affect the rights of individuals who are or were directors or officers of the Acquired Entities (the “Indemnified Persons”) and (b) cause the Acquired Entities to honor and pay, the indemnification, advancement of expenses and exculpation provisions of each of the Acquired Entities’ Organizational Documents as in effect at the Closing, in any manner; provided that all rights to indemnification in respect of any Action pending or asserted or any claim made within such period shall continue until the disposition of such Action or resolution of such claim. Purchaser shall not cancel or otherwise reduce coverage under any “tail” insurance policies purchased by the Acquired Entities prior to the Closing; provided that no payments shall be required of the Acquired Entities or the Purchaser Group with respect to such policies after the Closing.

(b) This Section 6.11 is intended to be for the benefit of each of the Indemnified Persons and may be enforced by any such Indemnified Person as if such Indemnified Person were a party to this Agreement. The obligations of Purchaser under this Section 6.11 will not be terminated or modified in such a manner as to adversely affect any Person to whom this Section 6.11 applies without the consent of such affected Person.

Section 6.12 Seller Support Obligations

(a) Parent and its Affiliates may have entered into various arrangements (a) in which guarantees, letters of credit, sureties, bonds, or similar arrangements were issued by Parent or its Affiliates and (b) in which Parent or its Affiliates are the primary obligors on other Contracts, in any such case to support or facilitate the Business. The arrangements entered into by Parent and its Affiliates referred to in the foregoing clauses (a) and (b) that are set forth in Schedule 6.12(a) are referred to as the “Seller Support Obligations”. The Seller Support Obligations are not intended to continue after the Closing.

(b) Purchaser shall use its reasonable best efforts to obtain replacements for the Seller Support Obligations (which shall include the full and unconditional release of Parent and its Affiliates) that will be in effect at the Closing or, in the case of Seller Support Obligations described in clause (b) of Section 6.12(a) above, will use its commercially reasonable efforts to arrange for itself or one of its Subsidiaries to be substituted as the primary obligor as of the Closing through an assumption, accession, acknowledgement, or similar agreement (which shall include the full and unconditional release of Parent and its Affiliates) with the beneficiary of the applicable Seller Support Obligation.

(c) Whether or not Purchaser is able to satisfy the terms of Section 6.12(b), (i) the obligations of Purchaser in Section 6.12(b) shall continue following the Closing until such terms have been satisfied and (ii) Purchaser shall indemnify Sellers and their respective Affiliates and each of their respective officers, directors, employees, agents and representatives from and against any and all Liabilities incurred by any of them relating to the Seller Support Obligations. With respect to any Seller Support Obligation, Purchaser’s reasonable best efforts shall include, if requested, the execution and delivery by Purchaser, or by an Affiliate of Purchaser acceptable to the beneficiary of such Seller Support Obligation, of a replacement guarantee that is substantially in the form of such Seller Support Obligation. All costs and expenses incurred in connection with providing the release or substitution of the Seller Support Obligations shall be borne by Purchaser.

Section 6.13 EU IP Licenses. Prior to Closing, upon request by Seller or by any acquirer of all or a portion of the Sellers’ business in the European Union or in the United Kingdom (each, an “EU Acquirer”), Purchaser shall (and shall cause its Affiliates to) negotiate in good faith and enter into a license or similar grant of rights to such EU Acquirer(s) on commercially reasonable terms for the use of the Acquired Intellectual Property in the European Union or in the United Kingdom, including in connection with any business or operations that are similar to the Business; provided that in no event shall Sellers enter into any such license or similar grant of rights prior to Closing without Purchaser’s consent.

Section 6.14 Updates to Schedules. Following the date hereof and no less than one (1) Business Days prior to the Closing, Parent may, upon Purchaser’s request, deliver to Purchaser: (a) updated Schedules reflecting updates and changes to the lists of the Assigned Contracts, the Excluded Contracts, the Acquired Entities (including any corresponding updates to Schedule 3.4), the Assumed Benefit Plans being transferred or rejected arising as a result of the conduct of the Business in the Ordinary Course consistent with past practice during the period from the Agreement Date until the Closing and (b) updated list of the Sellers, resulting from the changes of the lists of the Assigned Contracts, the Excluded Contracts, the Acquired Entities (including any

corresponding updates to Schedule 3.4) or the Assumed Benefit Plans. Such updates to the Schedules shall be incorporated for all purposes herein.

Section 6.15 Stub Rent. Following the date hereof until (a) the effective date of assumption of the applicable Lease for an Acquired Store by Purchaser or its affiliates or (b) the effective date of rejection of such Lease by the Debtors, as applicable), Purchaser shall use commercially reasonable efforts to cause the applicable landlord of such Lease to waive or, to the extent such Stub Rent is not waived, reduce or settle for a lower amount, the Stub Rent.

ARTICLE VII CONDITIONS TO CLOSING

Section 7.1 Conditions Precedent to the Obligations of Purchaser and Sellers. The respective obligations of each Party to consummate the Closing are subject to the satisfaction (or to the extent permitted by Law, written waiver by Sellers and Purchaser) at the Closing, of each of the following conditions:

- (a) reserved;
- (b) no court of competent jurisdiction shall have issued, enacted, entered, promulgated, or enforced any Order (including any temporary restraining Order or preliminary or permanent injunction) restraining, enjoining, or otherwise prohibiting the Closing that is still in effect; and
- (c) the Bankruptcy Court and the Canadian Court shall have entered the Sale Order, and the Sale Order shall not have been stayed, vacated, or modified without Purchaser's consent.

Section 7.2 Conditions Precedent to the Obligations of Purchaser. The obligations of Purchaser to consummate the Closing are subject to the satisfaction (or to the extent permitted by Law, written waiver by Purchaser), at the Closing, of each of the following conditions:

- (a) the representations and warranties made by Sellers in Article III shall be true and correct in all respects as of the Closing Date as though made on and as of the Closing Date, except that (A) representations and warranties that are made as of a specified date need be true and correct only as of such date and (B) to the extent the failure of such representations and warranties to be true and correct as of such dates has not had a Material Adverse Effect;
- (b) Sellers shall not have breached in a manner that is material with respect to the Transactions, taken as a whole, the covenants required to be performed or complied with by Sellers under this Agreement on or prior to Closing;
- (c) Sellers shall have delivered, or caused to be delivered, to Purchaser all of the items set forth in Section 2.4; and
- (d) Subject to Purchaser's compliance with Section 2.2(b), the Acquired Assets are delivered with a minimum balance of \$63,600,000 for the Core Inventory (as adjusted pursuant to Section 2.2(b), the "Minimum Core Inventory Threshold").

Section 7.3 Conditions Precedent to the Obligations of Sellers. The obligations of Sellers to consummate the Closing are subject to the satisfaction (or to the extent permitted by Law, written waiver by Sellers in their sole discretion), at the Closing, of each of the following conditions:

(a) the representations and warranties made by Purchaser in Article IV shall be true and correct in all material respects as of the Closing Date as though 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 in all material respects only as of such date;

(b) Purchaser shall not have breached in a manner that is material with respect to the Transactions, taken as a whole, the covenants required to be performed or complied with by it under this Agreement on or prior to the Closing Date; and

(c) Purchaser shall have delivered, or caused to be delivered, to Sellers all of the items set forth in Section 2.5.

Section 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 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 perform any of its obligations under this Agreement, including its obligation to use its reasonable best efforts to consummate the Transactions as required under this Agreement.

ARTICLE VIII TERMINATION

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

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

(b) by written notice of either Purchaser or Sellers, upon the issuance of an Order by a court of competent jurisdiction restraining, enjoining, or otherwise prohibiting the consummation of the Closing or declaring unlawful the Transactions, and such Order having become final, binding, and non-appealable; provided that no Party may terminate this Agreement under this Section 8.1(b) if the issuance of such Order was caused by such Party's failure to perform any of its obligations under this Agreement;

(c) by written notice of either Purchaser or Sellers, if the Closing shall not have occurred on or before September 30, 2025 (the "Outside Date"); provided that a Party shall not be permitted to terminate this Agreement pursuant to this Section 8.1(c) if the failure of the Closing to have occurred by the Outside Date was caused by such Party's failure to perform any of its obligations under this Agreement; provided further that Sellers may extend the Outside Date up to an additional 30 days to the extent necessary to satisfy the conditions set forth in Section 7.1 so long as Section 7.2(d) and the other conditions in Article VII (other than conditions that by their

nature are to be satisfied at the Closing) have been satisfied or waived as of each of the initial Outside Date and the extended Outside Date;

(d) by written notice from Sellers 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 Sellers may not terminate this Agreement under this Section 8.1(d) unless such breach has not been cured by the date that is the earlier of (A) two Business Days prior to the Outside Date and (B) 10 days after Sellers notify Purchaser of such breach and (ii) the right to terminate this Agreement pursuant to this Section 8.1(d) will not be available to Sellers at any time that Sellers are in material breach of, any covenant, representation, or warranty in this Agreement;

(e) by written notice from Purchaser to Sellers, if (a) the Bankruptcy Court has not approved and entered the Sale Order prior to 11:59 p.m. (Eastern Time) on September 30, 2025 (unless further extended upon mutual agreement by Purchaser and Sellers in writing (email to counsel being sufficient)), or (b) following entry of the Sale Order if such Sale Order is not a Final Order (unless such Final Order requirement is waived by Purchaser and Sellers in their respective discretion) within fourteen (14) days of entry of the Sale Order; provided, that the right to terminate this Agreement under this Section 8.1(e) shall not be available to Purchaser if Purchaser failed to fulfill any material obligation under this Agreement and such failure is the cause of, or resulted in, such stay, reversal, modification, amendment or vacation;

(f) by written notice from Sellers 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 2.3;

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

(h) by written notice of either Purchaser or Sellers, if (i) the Sellers enter into an Alternative Transactions with any Person other than Purchaser or the Successful Bidder, (ii) the Bankruptcy Court approves an Alternative Transaction other than with the Successful Bidder, or (iii) Sellers consummate an Alternative Transaction with the Successful Bidder.

Section 8.2 Effect of Termination.

(a) In the event of termination of this Agreement pursuant to Section 8.1, this Agreement shall become null and void and no Party or any of its partners, officers, directors, managers or equityholders will have any Liability under this Agreement; provided that Section 2.2, Section 6.2(b), this Section 8.2, and Article X shall survive any such termination. Subject to Section 10.12, nothing in this Section 8.2 will be deemed to impair the right of any Party to be

entitled to specific performance or other equitable remedies to enforce specifically the terms and provisions of this Agreement.

(b) Subject in all cases to the Sale Order and Financing Orders:

(i) if this Agreement is terminated pursuant to Section 8.1(e), then Seller will pay, or cause to be paid, to Purchaser by wire transfer of immediately available funds within five (5) Business Days following such termination of this Agreement an amount equal to the reasonable and documented out-of-pocket costs and expenses (including fees and expenses of counsel) incurred by Purchaser in connection with the negotiation, diligence, execution, performance and enforcement of this Agreement, which amount will shall not exceed \$500,000 (“Expense Reimbursement”).

(ii) In consideration for Purchaser having expended considerable time and expense in connection with this Agreement and the negotiation of this Agreement, if this Agreement is terminated pursuant to Section 8.1(h), Sellers shall pay, or cause to be paid, to Purchaser (x) a break-up fee in an amount equal to 2% of the Base Cash Purchase Price (the “Breakup Fee”); provided that the Breakup Fee shall be payable concurrently with the consummation of, and only out of the cash proceeds of, an Alternative Transaction, to an account designated by Purchaser in writing to Sellers and (y) the Deposit, in accordance with the terms and conditions of Section 2.2(c).

(c) The agreements contained in this Section 8.2 are an integral part of this Agreement. The Expense Reimbursement, the Breakup Fee, are not a penalty, but rather represent liquidated damages in a reasonable amount that will reasonably compensate Purchaser in the circumstances in which such Expense Reimbursement, Breakup Fee, or refund of Deposit, as applicable, is payable for the efforts and resources expended and opportunities foregone by Purchaser while negotiating and pursuing this Agreement and in reasonable reliance on this Agreement, which amount would otherwise be impossible to calculate with precision.

(d) Subject in all cases to Section 10.12, prior to the Closing, in the event of any breach by Seller of this Agreement, the sole and exclusive remedy of Purchaser shall be to terminate this Agreement in accordance with Section 8.1 and, if applicable, to receive the and Expense Reimbursement or the Breakup Fee, as applicable, in accordance with Section 8.2(b) and Section 8.2(c). Subject to approval by the Bankruptcy Court and entry of the Sale Order, the claim of Purchaser in respect of the Expense Reimbursement, the Breakup Fee or refund of Deposit, is and constitutes an allowed administrative expense claim against Seller under Sections 503 and 507(b) of the Bankruptcy Code in the Bankruptcy Case.

ARTICLE IX TAXES

Section 9.1 Sales Taxes and Transfer Taxes. Any sales, use, goods and services, or similar Taxes attributable to the transfer of the Acquired Assets, the Assumed Liabilities and the Acquired Entities under this Agreement and not exempted under the Sale Order (the “Sales Taxes”) and any real or personal property, transfer, conveyance, deed, recording charge, value added, fixed asset, documentary stamp, other similar Taxes attributable to the transfer of the Acquired Assets,

the Assumed Liabilities and the Acquired Entities under this Agreement and not exempted under the Sale Order (the “Transfer Taxes”) shall be borne and timely paid by Purchaser, and Purchaser shall timely file all Tax Returns related to such Sales Taxes and Transfer Taxes.

Section 9.2 Allocation of Purchase Price. For U.S. federal and applicable state and local income Tax purposes, Purchaser, Sellers, and their respective Affiliates shall allocate the Purchase Price (and any Assumed Liabilities or other amounts treated as part of the purchase price for U.S. federal income Tax purposes) (a) between the Acquired Assets (other than the Acquired Entities), on the one hand, and each of the Acquired Entities, on the other hand, and (b) among the Acquired Assets (other than the Acquired Entities) in accordance with the methodology set forth in Schedule 9.2 (the “Allocation Methodology”). As soon as commercially practicable, but no later than 60 days following the final determination of the Cash Purchase Price in accordance with the provisions of Section 2.6, Purchaser shall provide a proposed allocation to Sellers setting forth the allocation of the Purchase Price (and any Assumed Liabilities or other amounts treated as part of the purchase price for U.S. federal income Tax purposes) between the Acquired Assets, on the one hand, and each of the Acquired Entities, on the other hand, and among the Acquired Assets in accordance with the Allocation Methodology (the “Allocation”) for Sellers’ review, comment, and consent (such consent not to be unreasonably withheld, conditioned or delayed). If Sellers deliver a written objection within 30 days after receipt of the draft Allocation proposed by Purchaser, then Purchaser and Sellers shall negotiate in good faith to resolve any such objection, and, if Sellers and Purchaser cannot resolve such dispute within 30 days of Purchaser’s receipt of Sellers’ objection, then a nationally recognized accounting firm mutually acceptable to Purchaser and Sellers shall resolve such dispute, with the costs of such resolution to be allocated by such accounting firm between Purchaser and Sellers based upon the percentage of the aggregate contested amount submitted to such accounting firm that is ultimately awarded to Purchaser, on the one hand, or Sellers on the other hand, such that Purchaser bears a percentage of such costs and expenses equal to the percentage of the contested amount awarded to Sellers and Sellers bears a percentage of such costs and expenses equal to the percentage of the contested amount awarded to Purchaser. The Allocation, as delivered by Purchaser, if Sellers do not timely deliver a written objection, as modified by the agreement between Purchaser and Sellers, or as determined by such accounting firm shall be final and binding on the Parties. The Parties and their respective Affiliates shall file all Tax Returns in accordance with such Allocation (as finally determined under this Section 9.2) and shall not take any Tax-related action inconsistent with such Allocation, in each case, unless otherwise required by a “determination” within the meaning of Section 1313(a) of the Tax Code.

Section 9.3 Cooperation. Purchaser and Sellers shall use commercially reasonable efforts to cooperate, as and to the extent reasonably requested by the other Party, in connection with the filing of any Tax Returns and the conduct of any Action with respect to Taxes. Following the Closing, the Purchaser shall retain all Assumed Tax Returns for the applicable statute of limitations (including any extension thereof) and in abidance with any record retention agreements entered into with any taxing authority. Notwithstanding anything to the contrary in this Agreement, Sellers shall not be obligated to provide or disclose to any Person any Excluded Tax Returns (including any Seller Combined Tax Return).

Section 9.4 Preparation of Tax Returns and Payment of Taxes.

(a) Except as otherwise provided by Section 9.1, Sellers shall prepare and timely file (i) all Tax Returns with respect to the Acquired Assets and any Acquired Entity for any Tax period ending on or prior to the Closing Date (and Purchaser shall reasonably cooperate with Sellers in causing such Tax Returns to be filed) and (ii) all income Tax Returns of Sellers (including any Seller Combined Tax Return).

(b) Purchaser shall prepare and timely file all Tax Returns with respect to the Acquired Assets or any Acquired Entity for any Tax period ending after the Closing Date.

(c) Purchaser shall not file any Tax Return, file an amendment to any previously-filed Tax Return, take or initiate any voluntary discussion, examination or Contract with a taxing authority (including any voluntary disclosure agreement or similar process), or otherwise take any Tax position that has the effect of increasing any Tax that is payable or otherwise borne by Sellers or their Affiliates. Notwithstanding anything to the contrary, Purchaser shall not, and shall cause its Affiliates not to, make any election under Sections 338 or 336 of the Tax Code with respect to the Acquired Entities.

**ARTICLE X
MISCELLANEOUS**

Section 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) set forth in this Agreement or in any other Transaction Agreement, will terminate effective immediately as of the Closing such that no claim for breach of, and no claim for detrimental reliance or other right or remedy (whether in contract, in tort, at law, or in equity) with respect to, any such representation, warranty, covenant, or agreement may be brought after the Closing. Each covenant and agreement that explicitly contemplates performance after the Closing, will, only to the extent such covenant or agreement contemplates performance after the Closing, expressly survive the Closing in accordance with its terms, and if no term is specified, then for five years following the Closing Date. Purchaser and Parent (on behalf of the Sellers) acknowledge and agree, on their own behalf and on behalf of the Purchaser Group or the Seller Parties, as the case may be, that the agreements contained in this Section 10.1 (a) require performance after the Closing to the maximum extent permitted by applicable Law and will survive the Closing for five years and (b) are an integral part of the Transactions and that, without the agreements set forth in this Section 10.1, none of the Parties would enter into this Agreement.

Section 10.2 Expenses. Whether or not the Closing takes place, except as otherwise provided in this Agreement, all fees, costs and expenses (including fees, costs and expenses of Advisors) incurred in connection with the negotiation of this Agreement and the other Transaction Agreements, the performance of this Agreement and the other Transaction Agreements, and the consummation of the Transactions will be paid by the Party incurring such fees, costs and expenses. However, (a) all fees and expenses in connection with any filing or submission that is necessary under any Foreign Competition Laws will be allocated pursuant to Section 6.4, (b) all

Sales Taxes and Transfer Taxes will be allocated pursuant to Section 9.1 and (c) all Cure Costs will be allocated pursuant to Section 5.2.

Section 10.3 Notices. Except as otherwise expressly provided in this Agreement, 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 (having obtained electronic delivery confirmation of such transmittal), if delivered by 5:00 P.M. Central Time of the recipient on a Business Day and otherwise on the following 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 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:

c/o Ames Watson, LLC
6100 Merriweather Drive, Suite 550
Columbia, MD 21044
Attention: Lawrence Berger
Email: lberger@ameswatson.com

with a copy to (which shall not constitute notice):

Paul Hastings LLP
2050 M Street, NW
Washington, DC 20036
Attention: Alan Noskow
Email: alannoskow@paulhastings.com

Notices to Sellers:

Claire's Holdings LLC
2400 West Central Road
Hoffman Estates, IL 60192
Attention: Brendan McKeough
Email: Brendan.McKeough@Claires.com

with copies to (which shall not constitute notice):

Kirkland & Ellis LLP
601 Lexington Avenue
New York, NY 10022
Attention: Shawn O'Hargan, P.C.
Keli Huang
Email: sohargan@kirkland.com
keli.huang@kirkland.com

Section 10.4 Binding Effect; Assignment; Designated Purchasers.

(a) This Agreement shall be binding upon Purchaser and, subject to the entry and terms of the Sale Order, Sellers, and shall inure to the benefit of and be so binding on the Parties and their respective successors and permitted assigns, including any trustee or estate representative appointed in the Bankruptcy Cases or any successor Chapter 7 cases; provided that, without limiting Section 10.4(b) below, neither this Agreement nor any of the rights or obligations in this Agreement may be assigned or delegated without the prior written consent of Purchaser and Sellers, and any attempted assignment or delegation without such prior written consent shall be null and void.

(b) Prior to the Closing, Purchaser shall be entitled to designate, by written notice to Sellers no later than two (2) Business Days prior to the Closing Date, one or more Affiliates to (i) purchase the Acquired Assets and pay the corresponding Purchase Price amount, (ii) assume Assumed Liabilities, or (iii) take title directly to any Acquired Asset (any such Affiliate that shall be designated in accordance with this clause, a “Designated Purchaser”), and, to the extent of any such designation, this Agreement shall be binding upon each of such Affiliates, their successors and permitted assigns, which shall be treated as Purchaser to such extent; provided that Purchaser shall remain primarily liable until the transfer to any such Designated Purchaser and the satisfaction by such Designated Purchaser of any related obligations or other Liabilities in this Agreement. If such designation will, or would reasonably be expected to, (x) result in any Seller incurring any incremental unreimbursed fees, costs, Taxes or expenses (other than immaterial attorneys’ fees), (y) result in notifications or other information required to be filed under any foreign investment Laws or (z) delay the receipt of any Consent, clearance, approval or authorization of or from any Governmental Body required to be obtained by Purchaser, Sellers or any of their respective Affiliates to consummate the Transactions, then such assignment shall be void ab initio. At or after the Closing, Purchaser may assign its rights (but not its obligations) under this Agreement to any of the financing sources of Purchaser to the extent necessary for purposes of creating a security interest therein or otherwise assigning as collateral in respect of any such financing, provided that, in each case of the foregoing, no assignment shall relieve the assigning party of any of its obligations hereunder.

Section 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 Sellers or (b) waived only in a writing executed by the Party against which enforcement of such waiver is sought. No waiver of any provision in this Agreement or of any breach or default of any provision in this Agreement will extend to or affect in any way any other provision or prior or subsequent breach or default.

Section 10.6 Third Party Beneficiaries. Except as otherwise expressly provided in this Agreement, nothing expressed or referred to in this Agreement will be construed to give any Person other than (i) for purposes of Section 6.11, the Indemnified Persons, (ii) for purposes of Section 10.7 the Non-Recourse Persons, and (iii) the Parties hereto and such permitted assigns, any legal or equitable right, remedy, or claim under or with respect to this Agreement or any provision of this Agreement.

Section 10.7 Non-Recourse. This Agreement may be enforced against, and any Agreement Dispute may be brought against, only the Persons that are expressly named as Parties and not against any other Persons. Except to the extent named as a Party, 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 (each, a “Non-Recourse Person”) 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 or for any Agreement Dispute and (ii) in no event shall any Person have any shared or vicarious liability, or otherwise be the subject of legal or equitable claims, for the actions or omissions (including through equitable claims (such as unjust enrichment) not requiring proof of wrongdoing committed by the subject of such claims) of any other Person, and each of such Persons and the Non-Recourse Persons are intended third party beneficiaries of this Section 10.7 and shall be entitled to enforce this Section 10.7 as if a party directly hereto.

Section 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.

Section 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 Party. 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 of this Agreement.

Section 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, and any disclosure in the Schedules will be deemed a disclosure against any representation or warranty set forth 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 Exhibits does not 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, 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 Agreement Dispute 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. In addition, matters reflected in the Schedules are not necessarily limited to matters required by this Agreement to be reflected in the Schedules. Such additional matters are set forth for informational purposes only and do not necessarily include other matters of a similar nature. No information set forth in the Schedules will be deemed to broaden in any way the scope of the Parties’ representations and warranties. Any description of any agreement, document, instrument,

plan, arrangement, or other item set forth on any Schedule is qualified in its entirety by the terms of such agreement, document, instrument, plan, arrangement, or item, and such terms will be deemed disclosed for all purposes of this Agreement. The information contained in this Agreement, the Schedules, and the Exhibits is disclosed solely for purposes of this Agreement, and no information contained in this Agreement, the Schedules, or the Exhibits 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.

Section 10.11 Complete Agreement. This Agreement, together with the Confidentiality Agreement and the other Transaction Agreements, contains the entire agreement of the Parties respecting the sale and purchase of the Acquired Assets and the Assumed Liabilities and the Transactions and supersedes all prior agreements and documents among the Parties respecting the sale and purchase of the Acquired Assets and the Assumed Liabilities and the Transactions. 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 other Transaction Agreements 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 of this Agreement or the intent of the Parties, and will be deemed joint work product of the Parties.

Section 10.12 Specific Performance. 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 under 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 of this Agreement in the courts described in Section 10.13 without proof of damages or otherwise, this being in addition to any other remedy to which the Parties are entitled under this Agreement, and (b) the right of specific performance and other equitable relief is an integral part of the Transactions and without that right, neither Sellers nor Purchaser would have entered into this Agreement. 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 Sellers 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 Seller 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 of this Agreement by any other Party, the Outside Date will automatically be extended (i) for the period during which such Action is pending, plus ten Business Days or (ii) 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 Seller to remedy any breach of any representation or warranty made by any Seller.

Section 10.13 Jurisdiction and Exclusive Venue. Any Action of any kind whatsoever, including a counterclaim, cross-claim, or defense, regardless of the legal theory under which any

Liability or obligation may be sought to be imposed, whether sounding in contract or in tort or under statute, or whether at law or in equity, or otherwise under any legal or equitable theory, that may be based upon, arising out of, or related to this Agreement, the negotiation, execution, or performance of this Agreement, or the Transactions and any questions concerning the construction, interpretation, validity, and enforceability of this Agreement (each, an “Agreement Dispute”) 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) if the Bankruptcy Court is unwilling or unable to hear such Action, in the Court of Chancery of the State of Delaware (or if such court lacks jurisdiction, any other state or federal court sitting in the State of Delaware) (the “Chosen Courts”). Each of the Parties 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 Agreement Dispute. No Party will commence any Agreement Dispute except in the Chosen Courts, other than Actions in any court of competent jurisdiction to enforce any Order rendered by any Chosen Courts, and no Party will file a motion to dismiss any Agreement Dispute filed in a Chosen Court on any jurisdictional or venue-related grounds, including the doctrine of *forum non-conveniens*. Venue would be proper in any of the Chosen Courts, and each Party hereby irrevocably waives any objection that any Chosen Court is an improper or inconvenient forum for any Agreement Dispute. Each of the Parties 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 serve process in any other manner permitted by Law.

Section 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 Agreement Dispute 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) ANY AGREEMENT DISPUTE IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES AND THEREFORE EACH PARTY HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY AGREEMENT DISPUTE. ANY AGREEMENT DISPUTE WILL BE DECIDED BY COURT TRIAL WITHOUT A JURY AND THE PARTIES 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 ANY AGREEMENT DISPUTE, 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 10.14(B).

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

Section 10.16 Counterparts and PDF. This Agreement and any other Transaction Agreements, and any amendments to any Transaction Agreements, may be executed in multiple counterparts, any one of which need not contain the signature of more than one party to such Transaction Agreement, 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 .PDF, DocuSign, 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 of such Contract delivered in person. Minor variations in the form of the signature page to this Agreement or any Transaction Agreement, including footers from earlier versions of any such other document, will be disregarded in determining the effectiveness of such signature. At the request of any party to any Transaction Agreement, each other party to such Transaction Agreement will re-execute original forms of such Transaction Agreement and deliver them to all other parties. No party to any such Transaction Agreement will raise the use of a .PDF, DocuSign, or other electronic transmission to deliver a signature or the fact that any signature or Contract was transmitted or communicated through the use of PDF, DocuSign, or other electronic transmission as a defense to the formation of a Contract and each such party forever waives any such defense.

Section 10.17 Publicity. Neither Sellers nor Purchaser shall issue any press release or public announcement concerning this Agreement or the Transactions without obtaining the prior written approval of the other Party (which approval will not be unreasonably conditioned, withheld, or delayed), (i) unless in the reasonable judgment of the applicable disclosing Party, 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 Sellers (or their respective Affiliates) lists securities; provided that the Party intending to make such release shall use its reasonable efforts consistent with such applicable Law or Bankruptcy Court requirement to consult with the other Party with respect to the contents of such release; or (ii) provided that each Party or its Affiliates may make customary disclosures in connection with marketing purposes and financial disclosures to (x) any current or prospective investors of such Party or its Affiliates and (y) their lenders, banks and Advisors who have a reasonable need to receive such information. However, a copy of this Agreement will be filed with the Bankruptcy Court.

Section 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 Encumbrances in the Acquired Assets (including any Encumbrances claims arising out of any “bulk sales,” “bulk transfers,” or similar Laws), except Permitted Encumbrances, and the Parties shall take such steps as may be necessary or appropriate to so provide in the Sale Order. In furtherance of the foregoing, each Party hereby waives compliance by the Parties with any “bulk sales,” “bulk transfers,” or similar Laws in respect of the Transactions.

Section 10.19 Fiduciary Obligations. Nothing in this Agreement, or any document related to the Transactions, will require any Seller or any of their respective managers, officers, directors, partners, 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 or applicable Law. Sellers retain the right to pursue any transaction or restructuring strategy that, in Sellers' business judgment, will maximize the value of their estates.

Section 10.20 Sellers' Representative. Parent has the power and authority to unilaterally act on behalf of all or any Seller for the purposes specified under this Agreement. Such power will include the power to make all decisions, actions, Consents, and determinations on behalf of Sellers, including to make any waiver of any condition or agree to any amendment to this Agreement. No Party shall have any right to object, dissent, protest, or otherwise contest the same. Purchaser shall be entitled to rely on any action or omission taken by Parent on behalf of Sellers.

ARTICLE XI ADDITIONAL DEFINITIONS AND INTERPRETIVE MATTERS

Section 11.1 Certain Definitions.

"A/R Amount" means the Accounts Receivable (net of gift card receivables, "tax receivables" (as set forth on Exhibit E) and "other miscellaneous receivables" (as set forth on Exhibit E)) of the Sellers as of the Determination Time.

"A/R Peg" means \$10,000,000.

"A/R Shortfall" means the amount by which the A/R Peg exceeds the Final A/R Amount.

"Accounting Firm" means a nationally recognized independent accounting firm mutually acceptable to Purchaser and Parent.

"Accounting Policies" has the meaning set forth on Exhibit D.

"Accounts Receivable" means accounts receivable (net of credit card reserves), notes receivable, negotiable instruments and chattel paper owing from Persons to the Sellers to the extent related to the Business (other than Sellers and their Affiliates), together with any unpaid interest or fees accrued thereon or other amounts due with respect thereto.

"Action" means any action, suit, litigation, arbitration, mediation, audit, proceeding (including any civil, criminal, administrative, investigative, or appellate proceeding) or prosecution, of any kind whatsoever, 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 any Governmental Body.

"Advisors" means, with respect to any Person as of any relevant time, any directors, managers, officers, employees, investment bankers, financial advisors,

accountants, agents, attorneys, consultants, agents or other representatives of such Person.

“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, affairs, and policies of such Person, whether through ownership of voting securities, by Contract, or otherwise. For the avoidance of doubt, the Acquired Entities will be Affiliates of Sellers until Closing and Affiliates of Purchaser after Closing.

“Aggregate Partial September Rent” means any Liabilities for the Leases for the Go-Forward Stores, including but not limited to base rent, any percentage rent relating to store proceeds, utilities, common area maintenance charges, and other rents, fees, and costs specified by each such applicable Lease (if Closing has occurred on or prior to September 15, 2025, for the period from September 16 to September 30, 2025 and, if Closing has not occurred by September 16, 2025, for the period from September 16, 2025 to the effective date of assumption of such Lease by Purchaser or its affiliates or the effective date of rejection of such Lease by the Debtors), provided that if (w) all of the conditions in Section 7.1 are satisfied (or waived) on or by September 15, 2025; (x) one or more conditions in Section 7.2 (excluding Section 7.2(d)) are not satisfied (or waived) on by September 15, 2025, (y) an initial draft of the Intercreditor Agreement has been provided to Parent on or prior to 10:00 am Eastern Time at least five (5) Business Days prior to September 15, 2025 and (z) the Closing has not occurred on or prior to September 15, 2025, Sellers shall be responsible for a portion of the Aggregate Partial September Rent determined as follows: (1) the number of days after September 15, 2025 that the Closing Date occurs (capped at 15) *multiplied* by (2) the Pro Rata September Rent.

“Alternative Transaction” means any transaction (or series of transactions), whether direct or indirect, whereby any Person or group of Persons (other than Sellers and their Affiliates or Purchaser and its Affiliates) acquires (i) beneficial ownership of a majority of the Equity Interests of Sellers or (ii) a material portion of the Acquired Assets, in each case whether by merger, sale of assets or equity, recapitalization, plan of reorganization, or otherwise. Notwithstanding the foregoing, a liquidation or wind-down of Sellers’ estates (or a plan in the Bankruptcy Case approving a liquidation or wind-down) shall not be an Alternative Transaction.

“Base Cash Purchase Price” means \$104,000,000.

“Business” means the business and operations of Sellers and their Subsidiaries as of the Closing that are related to their North America operations.

“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.

“Business Employee” means each (i) employee of any of Sellers and (ii) employee of any Acquired Entity.

“Cash and Cash Equivalents” means all cash (including checks and deposits in transit, demand deposits, money markets, or similar accounts), checking account balances, 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.

“Cash Purchase Price” means the Estimated Cash Purchase Price, as adjusted in accordance with Section 2.6.

“Confidentiality Agreement” means that certain letter agreement, dated as of June 9, 2025, by and between Parent and Ames Watson, LLC.

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

“Contract” means any written contract, indenture, note, bond, lease, sublease, mortgage, guarantee, or other agreement that is binding upon a Person or its property, in each case, other than an invoice, purchase order, service order, or sales order.

“Core Inventory” means (i) all Inventory on hand at any Acquired Leased Real Property or any Go-Forward Store, (ii) all Inventory in transit to any Acquired Leased Real Property or any Go-Forward Store plus the amount of customs and freight charges to the extent paid by Sellers prior to Closing for such Inventory, (iii) the amount of any Eligible Prepaid Inventory, and (iv) the amount of any cash payments approved by Purchaser in writing to any vendor with a claim under Section 503(b)(9) of the Bankruptcy Code.

“Core Inventory Amount” means the amount of Core Inventory as of the Determination Time.

“Core Inventory Peg” means \$82,600,000.

“Core Inventory Shortfall” means the amount by which the Inventory Peg exceeds the Final Core Inventory Amount.

“Core Inventory Surplus” means the amount by which the Final Core Inventory Amount exceeds the Inventory Peg.

“Debtors” means, collectively, the debtors-in-possession under the Bankruptcy Cases.

“Determination Time” means 11:59 PM Eastern time on the date immediately preceding the Closing Date.

“DIP Balance” means all amounts due and owing under the DIP Financing as of the Closing, including outstanding principal, accrued interest and fees.

“Documents” means all of Sellers’ written files, documents, instruments, papers, books, reports, records, tapes, microfilms, photographs, letters, budgets, forecasts, plans, operating records, safety and environmental reports, data, studies, ledgers, journals, customer lists, regulatory filings, plans, research materials, technical documentation (design specifications, engineering information, test results, 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; provided that Documents shall exclude any Tax Returns, Tax records or Tax work papers.

“Eligible Prepaid Inventory” means the amount of any prepayments for Inventory designated for the Acquired Leased Real Property or Go-Forward Stores, to the extent such prepayments are acknowledged by the vendor in writing as being prepaid and available for future application against purchase orders, plus the amount of customs and freight charges to the extent paid by Sellers prior to Closing for such Inventory.

“Employee Benefit Plan” means each (i) employee welfare benefit plan within the meaning of Section 3(1) of ERISA (whether or not subject to ERISA), (ii) employee pension benefit plan within the meaning of Section 3(2) of ERISA (whether or not subject to ERISA), (iii) stock option, stock purchase, stock appreciation right or other equity or equity-based agreement, program or plan, (iv) employment, individual consulting, severance or retention agreement, or (v) bonus, incentive, retention, stay, deferred compensation, profit-sharing, retirement, post-termination health or welfare, vacation, severance or termination pay, fringe, or any other compensation or benefit plan, program, policy, Contract, agreement, or other arrangement, in each case that is sponsored, maintained or contributed to by Sellers or the Acquired Entities or to which any Seller or Acquired Entity is obligated to contribute or with respect to which any Seller or Acquired Entity has any Liability.

“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), charge, mortgage, deed of trust, option, pledge, security interest or similar interest, hypothecation, easement, right of way, encroachment, conditional sale or other title retention agreement and other similar imposition, imperfections or defects of title, or restrictions on transfer or use.

“Equipment” means equipment, computers, furniture, furnishings, fixtures, office supplies, vehicles, and other fixed assets.

“Equity Interests” means, with respect to a Person, any (a) membership interests, partnership interests, profits interests, capital stock or other equity securities (including profit participation features or stock or equity appreciation rights, “phantom” stock rights, stock-based performance units, or other similar rights) or other ownership interests of such Person, or (b) any securities (including debt securities or other indebtedness), options, warrants, rights to subscribe to, purchase rights, calls or commitments relating to the issuance, purchase, or sale or repurchase of or exercisable or exchangeable for or convertible into, or other rights to acquire any of the items in clause (a) of such Person.

“ERISA” means the Employee Retirement Income Security Act of 1974.

“Estimated A/R Shortfall” means the amount by which the A/R Peg exceeds the Estimated A/R Amount.

“Estimated Cash Purchase Price” means an amount equal to (a) the Base Cash Purchase Price, plus (b) Estimated Store Cash Surplus (if any), (c) less Estimated Store Cash Shortfall (if any), less (d) the Estimated Core Inventory Shortfall (if any), plus (e) the Estimated Core Inventory Surplus (if any), less (f) the portion of the Estimated A/R Shortfall in excess of \$1,000,000; provided, that in any and all events, the Base Cash Purchase Price is inclusive of the Deposit and the DIP Balance.

“Estimated Core Inventory Shortfall” means the amount by which the Inventory Peg exceeds the Estimated Core Inventory Amount.

“Estimated Core Inventory Surplus” means the amount by which the Estimated Core Inventory Amount exceeds the Inventory Peg.

“Estimated Seller Note Credit” means an amount equal to the Estimated A/R Shortfall, not to exceed \$1,000,000.

“Estimated Store Cash Shortfall” means the amount by which the Store Cash Peg exceeds the Estimated Store Cash Amount.

“Estimated Store Cash Surplus” means the amount by which the Estimated Store Cash Amount exceeds the Store Cash Peg.

“Excluded Tax Returns” means Tax Returns (or any portion of any Tax Return) of the Sellers related to (i) Taxes that are not solely or primarily related to any Acquired Entity, Acquired Asset or Assumed Liability or (ii) any consolidated, combined, affiliated or unitary group for Tax purposes that includes Seller or any of its Affiliates.

“Final Order” shall mean an Order or judgment of the Bankruptcy Court entered by the clerk of the Bankruptcy Court or such other court on the docket in the Bankruptcy Cases or the docket of such other court, which has not been modified, amended, reversed, vacated or stayed and as to which (a) the time to appeal, petition for certiorari, or move for a new trial, reargument or rehearing has expired and as to which no appeal, petition for certiorari or motion for new trial, reargument or rehearing shall then be pending or (b) if an appeal, writ of certiorari new trial, reargument or rehearing thereof has been sought, such order or judgment of the applicable Bankruptcy Court, or other court of competent jurisdiction shall have been affirmed by the highest court to which such Order was appealed, or certiorari shall have been denied, or a new trial, reargument or rehearing shall have been denied or resulted in no modification of such order, and the time to take any further appeal, petition for certiorari or move for a new trial, reargument or rehearing shall have expired, as a result of which such order shall have become final in accordance with Rule 8002 of the Federal Rules of Bankruptcy Procedure or a similar rule of such other court of competent jurisdiction; provided, that, with respect to the Bankruptcy Court, the possibility that a motion under Rule 60 of the Federal Rules of Civil Procedure, or any analogous rule under the Bankruptcy Code, may be (but for the avoidance of doubt has not been) filed relating to such order, shall not cause such order not to be a Final Order.

“Financing Orders” means the interim and final orders approving the DIP Term Sheet.

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

“Go-Forward Store” means each of the retail stores operated by the Sellers in North America that is not a Phase I Closing Store, which shall include a minimum of 795 retail stores operated by the Sellers in North America.

“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.

“Governmental Body” means any government, quasi-governmental entity, or other governmental or regulatory body, of any nature, whether foreign, federal, state, or local, or any agency, branch, department, commission, official, entity, instrumentality, political subdivision, or authority of any of the foregoing, or any court or arbitrator of competent jurisdiction.

“Hazardous Materials” means any toxic or hazardous material, substance, or waste regulated under any environmental laws due to its dangerous or deleterious properties or characteristics.

“Intellectual Property” means (i) patents, patent applications, and patent disclosures; (ii) trademarks, service marks, trade dress, corporate names, and Internet domain names, together with all associated goodwill; (iii) copyrights; (iv) registrations and applications for any of clauses (i) through (iii); (v) trade secrets; (vi) computer software; (vii) drawings, schematics, and other technical plans; and (viii) all other intellectual property.

“Inventory” means all inventory (including finished goods, supplies, raw materials, work in progress, and spare, replacement, and component parts) maintained or held by, stored by or on behalf of, or in transit to, any of Sellers or the Acquired Entities.

“Knowledge of Sellers”, or words of like import, means the actual knowledge, as of the Agreement Date, without independent verification (and not any constructive, imputed or similar concepts of knowledge) of Chris Cramer and Brendan McKeough, none of whom shall have any personal Liability or obligations regarding such knowledge.

“Law” means any federal, state, provincial, local, municipal, foreign, international, multinational, or other law, statute, legislation, constitution, principle of common law, ordinance, code, decree, treaty, convention, rule, regulation, or Order, in each case, issued, enacted, adopted, promulgated, implemented, or otherwise put into effect by or under the authority of any Governmental Body.

“Lease” means all leases, subleases, licenses, concessions, and other agreements (written or oral) pursuant to which any Seller or any Acquired Entity holds any Acquired Leased Real Property.

“Leased Real Property” means all real property leased by Sellers and the Acquired Entities.

“Leasehold Improvements” means all buildings, structures, improvements, and fixtures that are owned by a Seller and located on any Acquired 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 Acquired Leased Real Property.

“Liability” means, as to any Person, any debt, adverse claim, liability, 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.

“Material Adverse Effect” means a material adverse effect on the Business, Acquired Assets, and Assumed Liabilities, taken as whole; provided that none of the following (or consequences of the following), either alone or in combination, shall constitute, or be taken into account in determining whether or not there has

been, a Material Adverse Effect: any matter, event, change, development, occurrence, circumstance, or effect (each, an “Effect”) in, arising from, or relating to (i) general business or economic conditions; (ii) conditions including tariffs, riots, protests, the engagement in hostilities or the escalation of any hostilities, 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 (whether or not state-sponsored) attack or data breach, including upon any military installation, asset, Equipment, or personnel; (iii) any fire, flood, hurricane, earthquake, tornado, windstorm, other calamity or act of God, global or national health concern, epidemic, pandemic (whether or not declared as such by any Governmental Body), viral outbreak (including “Coronavirus” or “COVID-19”) or the worsening of any outbreak, or any quarantine or trade restrictions related thereto or any other *force majeure*; (iv) the change in price and availability of any Equipment, inventory or supplies necessary to or used in the Business; (v) to financial, banking, or securities markets (including (A) any disruption of any of such 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); (vi) changes in GAAP or interpretation of GAAP; (vii) changes in Laws or other binding directives or determinations issued or made by or agreements with or Consents of any Governmental Body (including any such items related to Section 6.5) and any change in the terms or enforcement of (or negotiations or disputes with respect to) any of the foregoing; (viii)(A) the taking of any action permitted or contemplated by this Agreement or at the request of Purchaser or its Affiliates, (B) the failure to take any action if such action is prohibited by this Agreement, (C) Purchaser’s failure to consent to any of the actions restricted in Section 6.1 or (D) the negotiation, announcement, or pendency of this Agreement or the Transactions, the identity, nature, or ownership of Purchaser or Purchaser’s plans with respect to the Business, Acquired Assets, Assumed Liabilities, and Business Employees, including the impact on the relationships, contractual or otherwise, of the Business with employees, customers, lessors, suppliers, vendors, or other commercial partners or litigation arising from or relating to this Agreement or the Transactions; (ix) any existing event, occurrence or circumstance that is publicly known or disclosed or with respect to which Purchaser has actual knowledge as of the Agreement Date; (x) any action required to be taken under any existing Contract to which Sellers or their Subsidiaries is bound; (xi) any seasonal fluctuations in the Business; (xii) 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) and any other failure to win or maintain customers or business; (xiii) any action taken by Purchaser or its Affiliates with respect to the Transactions or the financing of the Transactions or any breach by Purchaser of this Agreement; (xiv) the matters set forth on the Schedules and any changes or developments in, or Effects or results arising from or relating to, matters set forth on the Schedules; or (xv) (A) the commencement or pendency of the Bankruptcy Cases; (B) any objections in the Bankruptcy Court to (1) this

Agreement or any of the Transactions, (2) the Sale Order or the reorganization or liquidation of Sellers or their Affiliates, (3) the assumption or rejection of any Assigned Contract; or (C) any Order of the Bankruptcy Court or any actions or omissions of Sellers or their Affiliates in compliance with such Orders. However, any adverse Effect resulting or arising from any matter described in clauses (i) through (v) may be taken into account in determining whether there has been a Material Adverse Effect to the extent, and only to the extent, that such Effect has had a materially disproportionate adverse effect on Sellers relative to similarly situated participants in the industries and geographic areas in which Sellers operate (in which case only such incremental materially disproportionate adverse effect may be taken into account in determining whether there has been a Material Adverse Effect).

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

“Ordinary Course” means the ordinary and usual course of operations of the Business, taken as a whole, subject to deviation, in the reasonable business judgment of the Sellers, on account of the contemplation, commencement and pendency of the Bankruptcy Cases and past practice; provided that any action taken, or omitted to be taken, that relates to, or arises out of, any pandemic, epidemic or disease outbreak shall be deemed to be in the Ordinary Course. For the avoidance of doubt, each Seller retains the right to pursue any business strategy that in such Seller’s reasonable business judgment will maximize the value of the Business, consistent with its obligations under applicable Law.

“Organizational Documents” means, with respect to any Person other than a natural person, the constituent documents or agreements by which such Person was organized (such as a certificate of incorporation, certificate of formation, certificate of limited partnership or articles of organization, and including any certificates of designation for preferred stock or other forms of preferred equity) or that relate to the internal governance of such Person (such as bylaws, a partnership agreement or an operating, limited liability or members agreement).

“Permitted Encumbrances” means (i) Encumbrances for Taxes not yet due and payable, or that are being contested in good faith, or the nonpayment of which is permitted or required by the Bankruptcy Code, (ii) easements, rights of way, restrictive covenants, encroachments, and similar non-monetary Encumbrances or non-monetary impediments against any of the Acquired Assets, in each case, that do not, individually or in the aggregate, adversely affect the operation of the Acquired Assets and, in the case of the Acquired Leased Real Property, that do not, individually or in the aggregate, adversely affect the use or occupancy of such Acquired 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, (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 or that are being contested by appropriate proceedings, (v) licenses granted on a non-exclusive basis, (vi) such other Encumbrances or title exceptions that do not, individually or in the aggregate, materially and adversely affect the operation of the Business, (vii) any Encumbrances set forth on Schedule 11.1, and (viii) solely prior to Closing, any Encumbrances that will be removed or released by operation of the Sale Order.

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

“Personal Information” means any data or information (i) that identifies, relates to, describes, is reasonably capable of being associated with, or would reasonably be linked, directly or indirectly, with a particular individual or household or (ii) that is otherwise subject to a Law relating to privacy or security of data or information (including if such data or information constitutes “personal information” or “personal data” or other equivalent term under any such Law).

“Plan” means any chapter 11 plan filed by Parent and/or any of its debtor affiliates in the Bankruptcy Cases.

“Pro Rata September Rent” means a fraction with the numerator as the Aggregate Partial September Rent and the denominator as 15.

“Purchase Price” means the Cash Purchase Price, plus the assumption of the Assumed Liabilities, plus the payment of the Aggregate Partial September Rent, plus the Seller Note.

“Purchaser Group” means Purchaser (including any Designated Purchaser), any Affiliate of Purchaser (or any Designated Purchaser) (including, following the Closing, the Acquired Entities) and each of their respective former, current or future Affiliates, partners, members, Advisors, successors, or permitted assigns.

“Sale Order” means the Order or Orders of the Bankruptcy Court and the Canadian Court (i) approving this Agreement and the terms and conditions of this Agreement, including pursuant to sections 363 and 365 of the Bankruptcy Code and/or equivalents under the CCAA and (ii) approving and authorizing Sellers to consummate the Transactions.

“Securities Act” means the Securities Act of 1933 and the rules and regulations promulgated thereunder.

“Seller Combined Tax Return” means any combined, consolidated, affiliated, or unitary Tax Return that includes a Seller or any of its Affiliates (other than an Acquired Entity), on the one hand, and any Acquired Entity, on the other hand.

“Seller Note Credit” means the Estimated Seller Note Credit, as adjusted in accordance with Section 2.6.

“Seller Parties” means each Seller and its former, current, or future Affiliates, partners, members, equityholders, controlling or controlled Persons, managers, Advisors, successors, or permitted assigns.

“Straddle Period” means any taxable period commencing on or before, and ending after the Closing Date.

“Store Cash Peg” means \$350,000.

“Stub Rent” means any post-petition rent for any Go-Forward Stores (for the period from the petition date to August 31, 2025).

“Subsidiary” or “Subsidiaries” means, with respect to any Person, any corporation, limited liability company, or other entity of which a majority of the total voting power of shares of stock or other Equity Interests entitled (without regard to the occurrence of any contingency) to vote in the election of directors, managers, trustees, or other governing body of such Person 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.

“Tax” or “Taxes” means any federal, state, local, or non-U.S. income, gross receipts, capital stock, franchise, profits, withholding, social security, unemployment, disability, real property, ad valorem, personal property, stamp, excise, occupation, sales, use, transfer, value added, alternative minimum, or estimated tax, in each case, imposed by any Governmental Body, including any interest, penalty or additions to tax with respect thereto.

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

“Tax Return” means any return, claim for refund, report, statement, or information return relating to Taxes required to be filed with a Governmental Body in connection with the determination, assessment or collection of any Tax, including any schedule or attachment thereto and any amendment thereof.

“Transaction Agreements” means this Agreement and any other agreements, instruments, or documents entered into pursuant to this Agreement.

“Transactions” means the transactions contemplated by this Agreement and the other Transaction Agreements.

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Section 11.3 Rules of Interpretation. Unless otherwise expressly provided in this Agreement, the following will apply to this Agreement, the Schedules and any Transaction Agreement.

(a) 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 in this Agreement are references to Sections, clauses, Schedules and Exhibits in or to this Agreement, unless otherwise specified. All Exhibits and Schedules annexed to this Agreement or referred to in this Agreement are incorporated in and made a part of this Agreement as if set forth in full in this Agreement. Any capitalized terms used but not defined in any Schedule or Exhibit shall be defined as set forth in this Agreement.

(b) Whenever the words “include,” “includes” or “including” are used in this Agreement, they will be deemed to be followed by the words “without limitation,” whether or not such words are actually included. Where the context permits, the use of the term “or” will be equivalent to the use of the term “and/or.”

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

(d) 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, such period will end on the next succeeding Business Day.

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

(f) 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. “May” is permissive.

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

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

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

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

(k) Any reference to any particular Bankruptcy Code or Tax 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 in this Agreement, with respect to any violation of or non-compliance with, or alleged violation of or non-compliance, with any Bankruptcy Code or Tax Code section or Law, the reference to such Bankruptcy Code or Tax Code section or Law means such Bankruptcy Code or Tax Code section or Law as in effect at the time of such violation or non-compliance or alleged violation or non-compliance.

(l) A reference to any Party to this Agreement or any other agreement or document shall include such Party's successors and assigns, but only if such successors and assigns are not prohibited by this Agreement.

(m) A reference to a Person in a particular capacity excludes such Person in any other capacity or individually.

[Signature pages follow.]

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.

PURCHASER:

AWS CLAIRE'S, LLC

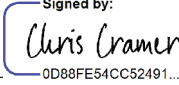
By: 
Name: Lawrence S. Berger
Title: Authorized Signatory

[SIGNATURE PAGE TO ASSET PURCHASE AGREEMENT]

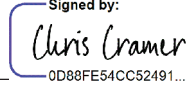
SELLERS

PARENT:

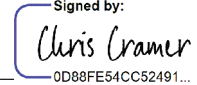
CLAIRE'S HOLDINGS LLC

By:  Signed by:
Chris Cramer
0D88FE54CC52491...
Name: Chris Cramer
Title: Chief Executive Officer

CLAIRE'S STORES, INC.

By:  Signed by:
Chris Cramer
0D88FE54CC52491...
Name: Chris Cramer
Title: Chief Executive Officer

CLAIRE'S BOUTIQUES, INC.

By:  Signed by:
Chris Cramer
0D88FE54CC52491...
Name: Chris Cramer
Title: Chief Executive Officer

BMS DISTRIBUTING CORP.

By:  Signed by:
Chris Cramer
0D88FE54CC52491...
Name: Chris Cramer
Title: Chief Executive Officer

CBI DISTRIBUTING CORP.

By:  Signed by:
Chris Cramer
0D88FE54CC52491...
Name: Chris Cramer
Title: Chief Executive Officer

CLAIRE'S CANADA CORP.

By:  _____
 Name: Chris Cramer
 Title: Chief Executive Officer

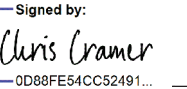
CLAIRE'S PUERTO RICO CORP.

By:  _____
 Name: Chris Cramer
 Title: Chief Executive Officer

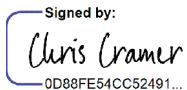
CLAIRE'S STORES CANADA CORP.

By:  _____
 Name: Chris Cramer
 Title: Chief Executive Officer

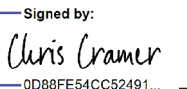
CLAIRE'S SWISS HOLDINGS LLC

By:  _____
 Name: Chris Cramer
 Title: Chief Executive Officer

CLSIP LLC

By:  _____
 Name: Chris Cramer
 Title: Chief Executive Officer

CLSIP HOLDINGS LLC

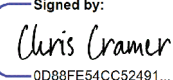
By:  _____
 Name: Chris Cramer
 Title: Chief Executive Officer

CSI CANADA LLC

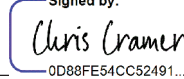
Signed by:

By: _____
Name: Chris Cramer
Title: Chief Executive Officer

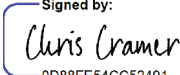
CLAIRE'S INTELLECTUAL LLC

Signed by:

By: _____
Name: Chris Cramer
Title: Chief Executive Officer

CLAIRE'S SWISS HOLDINGS II LLC

Signed by:

By: _____
Name: Chris Cramer
Title: Chief Executive Officer

**CLAIRE'S GIBRALTAR HOLDINGS
LLC**

Signed by:

0D88FE54CC52491...

By: _____

Name: Chris Cramer

Title: Chief Executive Officer

**CLAIRE'S (GIBRALTAR) HOLDINGS
LIMITED**

Signed by:
Chris Cramer
0D88FE54CC52491...

By: _____

Name: Chris Cramer

Title: Chief Executive Officer

EXECUTION VERSION

AMENDMENT TO PURCHASE AGREEMENT

This Amendment Number 1 (this “Amendment”) to the Asset Purchase Agreement (the “Purchase Agreement”), dated as of August 18, 2025, by and among AWS Claire’s, LLC, a Delaware limited liability company (subject to Section 10.4(b) of the Purchase Agreement, the “Purchaser”), Claire’s Holdings LLC, a Delaware limited liability company (as in existence on the Agreement Date, as a debtor-in-possession, and as a reorganized Debtor, as applicable, “Parent”), and the other parties party thereto (including the Sellers), is dated and made effective as of September 8, 2025 (the “Amendment Date”), and is entered into by and among Purchaser and Parent (on behalf of the Sellers) (the “Parties”). All capitalized terms used herein without definitions shall have the meanings ascribed to them in the Purchase Agreement.

WHEREAS, in accordance with Section 10.5 of the Purchase Agreement, the Purchase Agreement may be amended with the written consent of Buyer and each of the Sellers.

WHEREAS, in accordance with Section 10.20 of the Purchase Agreement, Parent has the power and authority to unilaterally act on behalf of all or any Seller for the purposes specified under the Purchase Agreement, including among other things, to agree to any amendment of the Purchase Agreement.

WHEREAS, Purchaser and Parent desire to amend the Purchase Agreement on the terms and subject to the conditions set forth in this Amendment.

In consideration of the agreements and obligations set forth in this Amendment, and for other good and valuable consideration, the Parties hereby amend the Purchase Agreement as follows:

1. Amendment to Section 1.5(b)(ii). Section 1.5(b)(ii) of the Purchase Agreement is hereby deleted in its entirety and replaced with the following:

Subject to Section 1.5(b)(iii), Purchaser shall have the right to notify Sellers in writing of any Assigned Contract covered in clause (i) or (v) of Section 1.1(a) or Section 1.1(f) that it does not wish to assume or any Contract to which any Seller is a party that Purchaser wishes to add as an Assigned Contract, in either case, following the date hereof and at least two Business Days prior to Closing, and (i) 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 added to the Schedules related to Excluded Contracts, in each case, without any adjustment to the Purchase Price, and (ii) any such previously considered Excluded Contract that Purchaser wishes to assume as an Assigned Contract shall be automatically deemed added to the Schedules related to Assigned Contracts, automatically deemed removed from the Schedules related to Excluded Contracts, and assumed by the applicable Seller to sell and assign to Purchaser and accepted and assumed by Purchaser, in each case, without any adjustment to the Purchase Price. Purchaser shall be solely responsible for the payment, performance and discharge when due of the Liabilities under the Assigned Contracts arising or that are otherwise payable from the time of and after the Closing. In the event that as of the Closing there are any Contracts (including Leases for Go-Forward Stores) for which Purchaser desires additional time to decide whether to include such on

Schedule 1.1(a) or (f), as applicable, Purchaser may, in its discretion, require Sellers to keep in place such Contract(s) (at Purchaser's sole cost and expense) and, notwithstanding anything to the contrary herein, in no event shall any such Contract(s) be deemed to be an Excluded Contract unless Purchaser has not elected for such Contract to be an Assigned Contract within the earlier of (x) the confirmation date of the Plan and (y) sixty (60) days following the Closing (such date, the "Rejection Deadline Date"), provided that with respect to the Leases for the Go-Forward Stores located in Canada the Rejection Deadline Date for shall be September 30, 2025.

2. Amendment to Section 1.5(b)(iii). Section 1.5(b)(iii) of the Purchase Agreement is hereby deleted in its entirety and replaced with the following:

On or prior to 10 am Eastern Time on the Closing Date, Purchaser shall provide notice of the Leases for the Go-Forward Stores that (A) Purchaser will seek to assume as of the Closing Date (the "Acquired Stores") and (B) Purchaser does not seek to assume as of Closing but for which the Purchaser requests the Debtors not reject effective as of Closing (the "Non-Acquired Stores"). Purchaser shall be responsible for any obligations relating to the Non-Acquired Stores arising after Closing and prior to the effective date of any rejection of the Lease for a Non-Acquired Store that arise under section 365(d)(3) of the Bankruptcy Code and/or its equivalents under the CCAA, including but not limited to base rent, any percentage rent relating to store proceeds, utilities, common area maintenance charges, and other rents, fees, and costs specified by the applicable Lease or such other amounts as may be otherwise agreed to by a landlord (the "Non-Acquired Stores Obligations"), provided, however, that to the extent the Purchaser provides the Debtors with written notice (e-mail to the Debtors' counsel being sufficient) that it elects to not acquire any Non-Acquired Store, the Debtors shall, within one (1) business day, file a notice under any approved procedures or a motion with the Bankruptcy Court requesting that the Lease for such Non-Acquired Store be rejected effective as of the date such notice or motion is filed; provided, further, for the avoidance of doubt, if the applicable rejection effective date is determined (whether by the Bankruptcy Court, the Canadian Court, or upon mutual agreement between the applicable landlord, Purchaser, and Seller) to be later than the date such notice or motion is filed, Purchaser shall be responsible for such Non-Acquired Stores Obligations through the rejection effective date. The Debtors may in their sole discretion reject the applicable Leases for (1) any Go-Forward Stores that are not Acquired Stores and (2) if Purchaser has not timely paid to Parent the Non-Acquired Store Obligations with respect to any Non-Acquired Store within 3 Business Days' following Parent's request for payment for such Non-Acquired Store Obligations, such Non-Acquired Stores.

3. Amendment to Section 2.2(b). Section 2.2(b) of the Purchase Agreement is hereby deleted in its entirety and replaced with the following:

During the period beginning on the date of the Financing Orders and ending on the Closing, Parent (on behalf of the Sellers) shall have the right to use all, or a portion, of the Deposit as a DIP Facility (as defined the Financing Orders) in accordance with the Financing Orders, which shall be in a form acceptable to each of Purchaser and Parent, including (i) to fund the purchase of Inventory for the Business (including (a) any Inventory in transit

but for which Seller has not yet obtained title or possession and (b) actual freight and duty invoices associated with such Inventory) upon notification of such intended purchases to Purchaser, (ii) to fund certain critical vendor payments, and (iii) to the extent any amounts under the DIP Facility Amount remain following the funding of clauses (i) and (ii), to pay vendor claims under section 503b9 of the Bankruptcy Code, in each case, subject to written approval (email being sufficient) from the Purchaser (such approval not to be unreasonably withheld, conditioned or delayed). With respect to prong (i), any purchase order proposed by Parent must be accompanied by supporting information with respect to the Inventory subject to such proposed purchase order, which provides the following: historical sales (if applicable, to the extent such information exists), margins, current inventory position on hand and how such purchase fits into the merchandising open to buy) and, if Purchaser declines to approve Parent's proposed purchase order, Purchaser shall provide an alternative proposal of similar amount for such purchase order to Parent within five (5) Business Days of such notification from Parent. Within one (1) Business Day of such approval or alternative proposal from Purchaser, the applicable Parties shall deliver joint written instructions to the Escrow Agent directing the Escrow Agent to transfer by wire transfer of immediately available funds for the applicable purchase amount to the account(s) as may be designated by Purchaser.

4. Amendment to Section 6.1(b)(xi). Section 6.1(b)(xi) of the Purchase Agreement is hereby deleted in its entirety and replaced with the following:

(A) subject to Section 2.2(b) and Section 6.1(a)(B), purchase any new Inventory, (B) other than as set forth on Schedule 6.1(b)(xi), during the period beginning on the Amendment Date and ending on the Closing Date, notwithstanding anything to the contrary herein, conduct or authorize the conduct of liquidation sales or other promotional sales of any goods on consignment or any Core Inventory, (C) replenish any Inventory in any Phase I Closing Stores or (D) replenish Inventory in any Go-Forward Stores other than Ordinary Course replenishments of Inventory on hand as of the Agreement Date;

5. Addition to Article VI. The following section is added as Section 6.16 to Article VI of the Purchase Agreement:

Floorset Update. Promptly following the Amendment Date, Sellers shall (a) prior to closing, pay for the current orders of signage, fixtures and marketing materials for the Business for the "fall" season for the Go-Forward Stores (such signage, fixtures, and marketing materials, the "Floorset Materials"), provided that the costs for the Floorset Materials shall not exceed \$220,000 in the aggregate (inclusive of any delivery or shipment fees) (such cap, the "Floorset Materials Cap"), and (b) upon receipt of the Floorset Materials, to use reasonable best efforts to promptly update the floorset in the Go-Forward Stores with such Floorset Materials during the normal business hours of the Go-Forward Stores (such floorset update process, the "Floorset Update"). For the avoidance of doubt, (i) in no event shall any Seller be required to incur overtime costs in connection with the Floorset Update, (ii) Purchaser shall not be responsible for any labor costs incurred in connection with the Floorset Update to the extent such costs are incurred prior to Closing and (iii) Sellers shall not be responsible for (x) any labor costs incurred in connection with the Floorset Update to the extent such costs are incurred following Closing and (y) any

other expenses or costs in connection with the Floorset Update (other than the costs for the Floorset Materials, capped at the Floorset Materials Cap, and any labor costs in connection with the Floorset Update to the extent incurred prior to Closing in accordance with this Section 6.16) that are incurred by the Sellers at the written direction of the Purchaser. To the extent that there are other expenses or costs incurred by any Sellers at the written direction of the Purchaser which relate to the Floorset Update, Purchaser shall reimburse the applicable Seller within three (3) Business Days of receipt of the applicable invoices (or evidence of payment from the applicable Seller) from Parent.

6. Amendment to Section 7.2(d). Section 7.2(d) of the Purchase Agreement is hereby deleted in its entirety.
7. Amendment to Section 8.1(c). Section 8.1(c) of the Purchase Agreement is hereby deleted in its entirety and replaced with the following:

by written notice of either Purchaser or Sellers, if the Closing shall not have occurred on or before September 30, 2025 (the “Outside Date”); provided that a Party shall not be permitted to terminate this Agreement pursuant to this Section 8.1(c) if the failure of the Closing to have occurred by the Outside Date was caused by such Party’s failure to perform any of its obligations under this Agreement; provided further that Sellers may extend the Outside Date up to an additional 30 days to the extent necessary to satisfy the conditions set forth in Section 7.1 so long as the other conditions in Article VII (other than conditions that by their nature are to be satisfied at the Closing) have been satisfied or waived as of each of the initial Outside Date and the extended Outside Date;

8. Amendments to Section 11.1.

- a) The definition of “A/R Amount” is hereby deleted in its entirety and replaced with the following:

“A/R Amount” means the aggregate amount of the Accounts Receivable of the Sellers as of the Determination Time, calculated based on the line items set forth on the Accounts Receivable tab of the Exhibit E (net of gift card receivables (as set forth on Exhibit E), “tax receivables” (as set forth on Exhibit E) and “other miscellaneous receivables” (as set forth on Exhibit E)) of the Sellers as of the Determination Time.

- b) The definition of “Aggregate Partial September Rent” is hereby deleted in its entirety and replaced with the following:

“Aggregate Partial September Rent” means any Liabilities for the Leases for the Go-Forward Stores, including but not limited to base rent, any percentage rent relating to store proceeds, utilities, common area maintenance charges, and other rents, fees, and costs specified by each such applicable Lease (if Closing has occurred on or prior to September 15, 2025, for the period from September 16 to September 30, 2025 and, if Closing has not occurred by September 16, 2025, for the period from September 16, 2025 to the effective date of assumption of such Lease by Purchaser or its affiliates or the effective date of rejection of such Lease by the Debtors), provided that if (w) all of the conditions in Section 7.1 are satisfied (or waived) on or by September 15, 2025; (x)

one or more conditions in Section 7.2 are not satisfied (or waived) on by September 15, 2025, (y) an initial draft of the Intercreditor Agreement has been provided to Parent on or prior to 10:00 am Eastern Time at least five (5) Business Days prior to September 15, 2025 and (z) the Closing has not occurred on or prior to September 15, 2025, Sellers shall be responsible for a portion of the Aggregate Partial September Rent determined as follows: (1) the number of days after September 15, 2025 that the Closing Date occurs (capped at 15) multiplied by (2) the Pro Rata September Rent.

- c) The definition of “Core Inventory Amount” is hereby deleted in its entirety and replaced with the following:

“Core Inventory Amount” means the amount of Core Inventory as of the Determination Time. With respect to the calculation and determination of the amount of (a) the Inventory on hand at any Acquired Leased Real Property or any Go-Forward Store or (b) all Inventory in transit to any Acquired Leased Real Property or any Go-Forward Store, (i) such amount shall be determined in accordance with the Accounting Policies and the line items (i.e., the accounts 07601, 07602, 07901, 08501, 10001, 10002 and 10003) set forth on the Inventory tab of Exhibit E and (ii) the calculation and determination of the Core Inventory Amount will not include any reduction on account of any inventory count, whether conducted by Sellers or Parent prior or following Closing, or “shrink reserve” projection, assumption or adjustment.

- d) The definition of “Core Inventory Shortfall” is hereby deleted in its entirety and replaced with the following:

“Core Inventory Shortfall” means the amount by which the Core Inventory Peg exceeds the Final Core Inventory Amount.

- e) The definition of “Core Inventory Surplus” is hereby deleted in its entirety and replaced with the following:

“Core Inventory Surplus” means the amount by which the Final Core Inventory Amount exceeds the Core Inventory Peg.

- f) The definition of “Estimated Cash Purchase Price” is hereby deleted in its entirety and replaced with the following:

“Estimated Cash Purchase Price” means an amount equal to (a) the Base Cash Purchase Price, plus (b) Estimated Store Cash Surplus (if any), (c) less Estimated Store Cash Shortfall (if any), less (d) the Estimated Core Inventory Shortfall (if any), plus (e) the Estimated Core Inventory Surplus (if any), less (f) the portion of the Estimated A/R Shortfall in excess of \$1,000,000, less (g) the Shrink Amount; provided, that in any and all events, the Base Cash Purchase Price is inclusive of the Deposit and the DIP Balance.

- g) The definition of “Estimated Core Inventory Shortfall” is hereby deleted in its entirety and replaced with the following:

“Estimated Core Inventory Shortfall” means the amount by which the Core Inventory Peg exceeds the Estimated Core Inventory Amount.

- h) The definition of “Estimated Core Inventory Surplus” is hereby deleted in its entirety and replaced with the following:

“Estimated Core Inventory Surplus” means the amount by which the Estimated Core Inventory Amount exceeds the Core Inventory Peg.

- i) The definition of “Go-Forward Store” is hereby deleted in its entirety and replaced with the following:

“Go-Forward Store” means each of the retail stores operated by the Sellers in North America that is not a Phase I Closing Store, which shall include a minimum of 795 retail stores operated by the Sellers in North America. For the avoidance of doubt, as of the Amendment Date, the Go-Forward Stores are set forth on Exhibit F attached hereto.

- j) The definition of “Minimum Core Inventory Threshold” is hereby deleted in its entirety.

- k) The definition of “Shrink Amount” is hereby added as a new defined term to Section 11.1 of the Purchase Agreement.

“Shrink Amount” means \$2,500,000. The Parties acknowledge and agree that the Shrink Amount is an agreed upon adjustment to Core Inventory Amount for purposes of the calculation and determination of the Estimated Cash Purchase Price and the Cash Purchase Price, and is being agreed to in lieu of a post-Closing adjustment to the Estimated Cash Purchase Price and the Cash Purchase Price on account of any reduction to the Core Inventory Amount resulting from any inventory count, whether conducted by Sellers or Parent prior or following Closing, or “shrink reserve” projection, assumption or adjustment.

9. Amendments to Exhibits. A new Exhibit F is added to the Purchase Agreement, in the form attached as Exhibit F hereto.
10. Limited Effect. Except as expressly provided hereby, all of the terms and provisions of the Purchase Agreement are, and will remain, in full force and effect and are hereby ratified and confirmed by the Parties. The amendments contained in this Amendment will not be construed as a waiver or amendment of any other provision of the Purchase Agreement, or for any purpose except as expressly set forth herein, or a consent to any further or future action on the part of any party that would require the waiver or consent of the other parties.
11. Miscellaneous. The provisions of Article X of the Purchase Agreement shall apply, *mutatis mutandis*, to the terms of this Amendment and are incorporated herein by reference.

[Remainder of this page intentionally left blank – signature page follows]

The undersigned Parties have executed this Amendment as of the Amendment Date.

PURCHASER:

AWS CLAIRE'S LLC

By:  _____
Name: Lawrence S. Berger
Title: Authorized Signer

PARENT:

CLAIRE'S HOLDINGS LLC

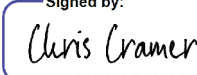
By:  Signed by:
0D88FE54CC52491...
Name: Chris Cramer
Title: Chief Executive Officer

EXHIBIT F

Exhibit F - Go Forward Stores

Store ID	Location	Center Type	Landlord	City	State	Country	Go-Forward Store
6,083	The Shoppes At Carlsbad	Regional Mall	Brookfield	Carlsbad	CA	United States	Yes
6,036	Ridgedale Center	Regional Mall	Brookfield	Minnetonka	MN	United States	Yes
6,625	Coral Ridge Mall	Regional Mall	Brookfield	Coralville	IA	United States	Yes
3,485	Willowbrook Mall	Regional Mall	Brookfield	Wayne	NJ	United States	Yes
5,624	Bayshore Mall	Regional Mall	Brookfield	Eureka	CA	United States	Yes
6,013	Hulen Mall	Regional Mall	Brookfield	Ft. Worth	TX	United States	Yes
5,476	Pembroke Lakes Mall	Regional Mall	Brookfield	Pembroke Pines	FL	United States	Yes
5,771	Oglethorpe Mall	Regional Mall	Brookfield	Savannah	GA	United States	Yes
3,283	Glendale Galleria	Regional Mall	Brookfield	Glendale	CA	United States	Yes
6,465	Prince Kuhio Plaza	Regional Mall	Brookfield	Hilo	HI	United States	Yes
5,728	Valley Plaza Mall	Regional Mall	Brookfield	Bakersfield	CA	United States	Yes
5,693	Kenwood Town Centre	Regional Mall	Brookfield	Cincinnati	OH	United States	Yes
5,237	Market Place Shopping Center	Regional Mall	Brookfield	Champaign	IL	United States	Yes
6,985	Oakwood Shopping Center	Regional Mall	Brookfield	Gretna	LA	United States	Yes
5,674	Peachtree Mall	Regional Mall	Brookfield	Columbus	GA	United States	Yes
3,310	The Parks At Arlington	Regional Mall	Brookfield	Arlington	TX	United States	Yes
5,649	The Parks At Arlington	Regional Mall	Brookfield	Arlington	TX	United States	Yes
6,450	First Colony Mall	Regional Mall	Brookfield	Sugarland	TX	United States	Yes
5,975	Towson Town Center	Regional Mall	Brookfield	Towson	MD	United States	Yes
6,299	Northridge Fashion Center	Regional Mall	Brookfield	Northridge	CA	United States	Yes
5,552	Oakwood Mall	Regional Mall	Brookfield	Eau Claire	WI	United States	Yes
5,653	The Oaks	Regional Mall	Brookfield	Gainesville	FL	United States	Yes
5,729	Boise Towne Square	Regional Mall	Brookfield	Boise	ID	United States	Yes
6,561	Coastland Center	Regional Mall	Brookfield	Naples	FL	United States	Yes
5,418	The Tucson Mall	Regional Mall	Brookfield	Tucson	AZ	United States	Yes
3,148	Christiana Mall	Regional Mall	Brookfield	Newark	DE	United States	Yes
5,850	Mt. Shasta Mall	Regional Mall	Brookfield	Redding	CA	United States	Yes
5,085	Short Pump Town Center	Regional Mall	Brookfield	Richmond	VA	United States	Yes
6,205	Beachwood Place	Regional Mall	Brookfield	Beachwood	OH	United States	Yes
6,029	Galleria At Tyler	Regional Mall	Brookfield	Riverside	CA	United States	Yes
6,808	Clackamas Town Center	Regional Mall	Brookfield	Portland	OR	United States	Yes
5,619	Quail Springs Mall	Regional Mall	Brookfield	Oklahoma City	OK	United States	Yes
5,452	Grand Teton Mall	Regional Mall	Brookfield	Idaho Falls	ID	United States	Yes
5,986	Grand Traverse Mall	Regional Mall	Brookfield	TRAVERSE CITY	MI	United States	Yes
5,776	Town East Mall	Regional Mall	Brookfield	Mesquite	TX	United States	Yes
6,140	Augusta Mall	Regional Mall	Brookfield	Augusta	GA	United States	Yes
5,643	Four Seasons Towne Center	Regional Mall	Brookfield	Greensboro	NC	United States	Yes
5,133	Park City Center	Regional Mall	Brookfield	Lancaster	PA	United States	Yes
6,148	Alderwood Mall	Regional Mall	Brookfield	Lynnwood	WA	United States	Yes
3,251	Oakbrook Shopping Center	Regional Mall	Brookfield	Oak Brook	IL	United States	Yes
6,260	The Shoppes At River Crossing	Lifestyle	Brookfield	Macon	GA	United States	Yes
3,300	Altamonte Mall	Regional Mall	Brookfield	Altamonte Springs	FL	United States	Yes
5,627	Chesterfield Towne Center	Regional Mall	Brookfield	Richmond	VA	United States	Yes
6,632	Southland Center	Regional Mall	Brookfield	Taylor	MI	United States	Yes
6,728	Park Meadows	Regional Mall	Brookfield	Lone Tree	CO	United States	Yes
5,193	Sooner Mall	Regional Mall	Brookfield	Norman	OK	United States	Yes
5,819	The Mall At Barnes Crossing	Regional Mall	Brookfield	Tupelo	MS	United States	Yes
5,124	Westroads Mall	Regional Mall	Brookfield	Omaha	NE	United States	Yes
5,882	Visalia Mall	Regional Mall	Brookfield	Visalia	CA	United States	Yes
6,447	Greenville Mall	Regional Mall	Brookfield	Greenville	NC	United States	Yes
6,103	Lynnhaven Mall	Regional Mall	Brookfield	Virginia Beach	VA	United States	Yes
720	Fashion Show	Regional Mall	Brookfield	Las Vegas	NV	United States	Yes
5,804	Coronado Center	Regional Mall	Brookfield	Albuquerque	NM	United States	Yes
5,063	Perimeter Mall	Regional Mall	Brookfield	Atlanta	GA	United States	Yes
5,943	Carolina Place	Regional Mall	Brookfield	Pineville	NC	United States	Yes
6,016	Apache Mall	Regional Mall	Brookfield	Rochester	MN	United States	Yes
5,466	Riverchase Galleria	Regional Mall	Brookfield	Hoover	AL	United States	Yes
6,035	Governors Square Mall	Regional Mall	Brookfield	Tallahassee	FL	United States	Yes
6,473	Columbia Mall	Regional Mall	Brookfield	Columbia	MO	United States	Yes
6,593	Spokane Valley Mall	Regional Mall	Brookfield	Spokane	WA	United States	Yes
5,946	Victoria Gardens	Lifestyle	Brookfield	WCHO CUCAMON	CA	United States	Yes
5,901	Mayfair Mall	Regional Mall	Brookfield	Wauwatosa	WI	United States	Yes
6,135	Natick Collection	Regional Mall	Brookfield	Natick	MA	United States	Yes
5,577	Saint Louis Galleria	Regional Mall	Brookfield	St. Louis	MO	United States	Yes
5,377	Fox River Mall	Regional Mall	Brookfield	Appleton	WI	United States	Yes
6,165	Independence Mall	Regional Mall	Brookfield	Wilmington	NC	United States	Yes
6,339	Willowbrook Mall	Regional Mall	Brookfield	Houston	TX	United States	Yes
5,402	Deerbrook Mall	Regional Mall	Brookfield	Humble	TX	United States	Yes
6,138	The Maine Mall	Regional Mall	Brookfield	South Portland	ME	United States	Yes
5,991	Mall St. Matthews	Regional Mall	Brookfield	Louisville	KY	United States	Yes
5,827	Columbiana Center	Regional Mall	Brookfield	Columbia	SC	United States	Yes
6,166	Baybrook Mall	Regional Mall	Brookfield	Friendswood	TX	United States	Yes
5,045	The Streets At Southpoint	Regional Mall	Brookfield	Durham	NC	United States	Yes
6,192	Cumberland Mall	Regional Mall	Brookfield	Atlanta	GA	United States	Yes
6,831	Stonebriar Centre	Regional Mall	Brookfield	Frisco	TX	United States	Yes

6,058	North Star Mall	Regional Mall	Brookfield	San Antonio	TX	United States	Yes
6,670	The Promenade In Temecula	Regional Mall	Brookfield	Temecula	CA	United States	Yes
6,476	Mall Of Louisiana	Regional Mall	Brookfield	Baton Rouge	LA	United States	Yes
5,456	The Shops At La Cantera	Regional Mall	Brookfield	San Antonio	TX	United States	Yes
6,601	Jordan Creek Town Center	Regional Mall	Brookfield	West Des Moines	IA	United States	Yes
5,034	Ala Moana Center	Regional Mall	Brookfield	Honolulu	HI	United States	Yes
6,157	The Woodlands Mall	Regional Mall	Brookfield	The Woodlands	TX	United States	Yes
6,703	Fairview Park Mall	Regional Mall	Cadillac Fairview	Kitchener	ON	Canada	Yes
615	Rideau Centre	Regional Mall	Cadillac Fairview	Ottawa	ON	Canada	Yes
2,607	Fairview Mall	Regional Mall	Cadillac Fairview	Willowdale	ON	Canada	Yes
6,759	Sherway Gardens	Regional Mall	Cadillac Fairview	Etonicoke	ON	Canada	Yes
2,595	Richmond Centre	Regional Mall	Cadillac Fairview	Richmond	BC	Canada	Yes
2,584	Market Mall	Regional Mall	Cadillac Fairview	Calgary	AB	Canada	Yes
614	Promenade St. Bruno	Regional Mall	Cadillac Fairview	St. Bruno	QC	Canada	Yes
2,648	The Toronto Eaton Centre	Regional Mall	Cadillac Fairview	Toronto	ON	Canada	Yes
2,831	Carrefour Laval	Regional Mall	Cadillac Fairview	Laval	QC	Canada	Yes
2,523	Masonville Place	Regional Mall	Cadillac Fairview	London	ON	Canada	Yes
2,510	Lime Ridge Mall	Regional Mall	Cadillac Fairview	Hamilton	ON	Canada	Yes
2,612	Chinook Centre	Regional Mall	Cadillac Fairview	Calgary	AB	Canada	Yes
2,550	Polo Park Shopping Centre	Regional Mall	Cadillac Fairview	Winnipeg	MB	Canada	Yes
5,311	Eastwood Mall Complex	Regional Mall	Cafaro	Niles	OH	United States	Yes
5,335	Meadowbrook Mall	Regional Mall	Cafaro	Bridgeport	WV	United States	Yes
3,497	Kentucky Oaks Mall	Regional Mall	Cafaro	Paducah	KY	United States	Yes
1,929	Millcreek Mall	Regional Mall	Cafaro	Erie	PA	United States	Yes
5,571	Governors Square	Regional Mall	Cafaro	Clarksville	TN	United States	Yes
5,303	Huntington Mall	Regional Mall	Cafaro	Barboursville	WV	United States	Yes
5,752	South Hill Mall	Regional Mall	Cafaro	Puyallup	WA	United States	Yes
5,302	Spotsylvania Towne Centre	Regional Mall	Cafaro	Fredericksburg	VA	United States	Yes
5,285	South County Mall	Regional Mall	CBL	St. Louis	MO	United States	Yes
5,889	West Towne Mall	Regional Mall	CBL	Madison	WI	United States	Yes
5,424	East Towne Mall	Regional Mall	CBL	Madison	WI	United States	Yes
5,575	Mall Del Norte	Regional Mall	CBL	Laredo	TX	United States	Yes
5,278	Dakota Square	Regional Mall	CBL	Minot	ND	United States	Yes
5,608	Northpark Mall	Regional Mall	CBL	Joplin	MO	United States	Yes
5,920	Old Hickory Mall	Regional Mall	CBL	Jackson	TN	United States	Yes
5,174	Cherryvale Mall	Regional Mall	CBL	Rockford	IL	United States	Yes
5,273	Hanes Mall	Regional Mall	CBL	Winston-Salem	NC	United States	Yes
6,077	Southaven Towne Center	Strip Center	CBL	Southaven	MS	United States	Yes
5,982	Sunrise Mall	Regional Mall	CBL	Brownsville	TX	United States	Yes
5,420	Mayfaire Town Center	Lifestyle	CBL	Wilmington	NC	United States	Yes
1,919	Hanes Mall	Regional Mall	CBL	Winston-Salem	NC	United States	Yes
5,510	Parkdale Mall	Regional Mall	CBL	Beaumont	TX	United States	Yes
5,431	Valley View Mall	Regional Mall	CBL	Roanoke	VA	United States	Yes
1,886	Mid Rivers Mall	Regional Mall	CBL	St. Peters	MO	United States	Yes
5,761	Southpark Mall	Regional Mall	CBL	Colonial Heights	VA	United States	Yes
5,280	Kirkwood Mall	Regional Mall	CBL	Bismarck	ND	United States	Yes
5,286	Meridian Mall	Regional Mall	CBL	Okemos	MI	United States	Yes
5,457	Northwoods Mall	Regional Mall	CBL	N Charleston	SC	United States	Yes
5,242	Westmoreland Mall	Regional Mall	CBL	Greensburg	PA	United States	Yes
3,333	Pearland Town Center	Lifestyle	CBL	Pearland	TX	United States	Yes
6,089	Turtle Creek Mall	Regional Mall	CBL	Hattiesburg	MS	United States	Yes
5,265	Richland Mall	Regional Mall	CBL	Waco	TX	United States	Yes
3,452	Friendly Center	Lifestyle	CBL	Greensboro	NC	United States	Yes
5,574	Hamilton Place	Regional Mall	CBL	Chattanooga	TN	United States	Yes
5,478	Post Oak Mall	Regional Mall	CBL	College Station	TX	United States	Yes
5,353	Fayette Mall	Regional Mall	CBL	Lexington	KY	United States	Yes
5,083	Parkway Place Mall	Regional Mall	CBL	Huntsville	AL	United States	Yes
5,388	Coastal Grand Mall	Regional Mall	CBL	Myrtle Beach	SC	United States	Yes
5,001	Oak Park Mall	Regional Mall	CBL	Overland Park	KS	United States	Yes
6,278	Cross Creek Mall	Regional Mall	CBL	Fayetteville	NC	United States	Yes
5,138	Coolsprings Galleria	Regional Mall	CBL	Franklin	TN	United States	Yes
5,200	West County Mall	Regional Mall	CBL	Des Peres	MO	United States	Yes
5,520	The Shoppes At Arbor Lake	Lifestyle	CBRE	Maple Grove	MN	United States	Yes
5,560	Greenbrier Mall	Regional Mall	CBRE	Chesapeake	VA	United States	Yes
5,314	Killeen Mall	Regional Mall	CBRE	Killeen	TX	United States	Yes
5,703	Pueblo Mall	Regional Mall	Centennial Real Estate	Pueblo	CO	United States	Yes
6,763	Port Charlotte Town Center	Regional Mall	Centennial Real Estate	Port Charlotte	FL	United States	Yes
6,394	Mainplace	Regional Mall	Centennial Real Estate	Santa Ana	CA	United States	Yes
3,372	Providence Place	Regional Mall	Centennial Real Estate	Providence	RI	United States	Yes
5,701	Brazos Mall	Regional Mall	Centennial Real Estate	Lake Jackson	TX	United States	Yes
1,943	Antelope Valley Mall	Regional Mall	Centennial Real Estate	Palmdale	CA	United States	Yes
6,121	Valencia Town Center	Regional Mall	Centennial Real Estate	Valencia	CA	United States	Yes
5,953	Connecticut Post	Regional Mall	Centennial Real Estate	Milford	CT	United States	Yes
5,310	Annapolis Mall	Regional Mall	Centennial Real Estate	Annapolis	MD	United States	Yes
6,294	Arden Fair	Regional Mall	Centennial Real Estate	Sacramento	CA	United States	Yes
5,787	Vancouver Mall	Regional Mall	Centennial Real Estate	Vancouver	WA	United States	Yes
5,184	Fox Valley Mall	Regional Mall	Centennial Real Estate	Aurora	IL	United States	Yes
2,545	Londonderry Mall	Regional Mall	Cushman & Wakefield	Edmonton	AB	Canada	Yes
2,516	Pen Centre	Regional Mall	Cushman & Wakefield	St. Catharines	ON	Canada	Yes
2,524	Aberdeen Mall	Regional Mall	Cushman & Wakefield	Kamloops, B.C.	BC	Canada	Yes
2,527	St. Vital Centre	Regional Mall	Cushman & Wakefield	Winnipeg	MB	Canada	Yes
2,553	Mic Mac Mall	Regional Mall	Cushman & Wakefield	Dartmouth	NS	Canada	Yes

2,525	Midtown Plaza	Regional Mall	Cushman & Wakefield	Saskatoon	SK	Canada	Yes
2,529	Halifax Shopping Centre	Regional Mall	Cushman & Wakefield	Halifax	NS	Canada	Yes
6,246	Florence Mall	Regional Mall	Hull Property Group	Florence	AL	United States	Yes
5,289	Dalton Mall	Regional Mall	Hull Property Group	Dalton	GA	United States	Yes
6,960	Lake City Mall	Regional Mall	Hull Property Group	Lake City	FL	United States	Yes
5,685	Cleveland Mall	Regional Mall	Hull Property Group	Shelby	NC	United States	Yes
5,384	Danville Mall	Regional Mall	Hull Property Group	Danville	VA	United States	Yes
5,288	Eastgate Mall	Regional Mall	Hull Property Group	Cincinnati	OH	United States	Yes
6,609	Mt. Berry Square	Regional Mall	Hull Property Group	Rome	GA	United States	Yes
6,742	Carolina Mall	Regional Mall	Hull Property Group	Concord	NC	United States	Yes
5,318	Victoria Mall	Regional Mall	Hull Property Group	Victoria	TX	United States	Yes
6,122	La Grange Mall	Regional Mall	Hull Property Group	La Grange	GA	United States	Yes
6,678	Citrus Park Town Center	Regional Mall	Hull Property Group	Tampa Bay	FL	United States	Yes
6,692	Quintard Mall	Regional Mall	Hull Property Group	Oxford	AL	United States	Yes
6,075	Statesboro Mall	Regional Mall	Hull Property Group	Statesboro	GA	United States	Yes
5,425	Auburn Mall	Regional Mall	Hull Property Group	Auburn	AL	United States	Yes
2,827	Laurier Quebec	Regional Mall	Ivanhoe Cambridge / JLL	Quebec	QC	Canada	Yes
2,719	Mapleview Mall II	Regional Mall	Ivanhoe Cambridge / JLL	Burlington	ON	Canada	Yes
2,511	Oshawa Centre	Regional Mall	Ivanhoe Cambridge / JLL	Oshawa	ON	Canada	Yes
2,728	The Outlet Collection At Niagara	Outlet	Ivanhoe Cambridge / JLL	Niagara on the Lake	ON	Canada	Yes
2,546	Guildford Towne Centre	Regional Mall	Ivanhoe Cambridge / JLL	Surrey	BC	Canada	Yes
2,699	Bayshore Shopping Centre	Regional Mall	Ivanhoe Cambridge / JLL	Ottawa	ON	Canada	Yes
6,792	Southgate Centre	Regional Mall	Ivanhoe Cambridge / JLL	Edmonton	AB	Canada	Yes
5,740	Park Plaza	Regional Mall	JLL	Little Rock	AR	United States	Yes
620	Galleries D'Anjou	Regional Mall	JLL	Montreal	QC	Canada	Yes
5,945	Town Center At Cobb	Regional Mall	JLL	Kennesaw	GA	United States	Yes
5,546	Alexandria Mall	Regional Mall	Radiant - JLL	Alexandria	LA	United States	Yes
5,461	Sunset Mall	Regional Mall	Radiant - JLL	San Angelo	TX	United States	Yes
5,392	Mall Of Abilene	Regional Mall	Radiant - JLL	Abilene	TX	United States	Yes
5,444	Chicago Ridge Mall	Regional Mall	JLL	Chicago Ridge	IL	United States	Yes
5,602	Countryside Square	Regional Mall	JLL	Clearwater	FL	United States	Yes
6,923	Eden Prairie Center	Regional Mall	JLL	Eden Prairie	MN	United States	Yes
6,708	Windward Mall	Regional Mall	JLL	Kaneohe	HI	United States	Yes
6,733	Outlet Collection Winnipeg	Outlet	JLL	Winnipeg	MB	Canada	Yes
5,186	The Shops At Perry Crossing	Lifestyle	JLL	Plainfield	IN	United States	Yes
6,751	River Ridge Mall	Regional Mall	JLL	Lynchburg	VA	United States	Yes
6,781	Rivertown Crossings	Regional Mall	JLL	Grandville	MI	United States	Yes
5,940	Kitsap Mall	Regional Mall	JLL	SILVERDALE	WA	United States	Yes
6,298	Rosedale Center	Regional Mall	JLL	Roseville	MN	United States	Yes
3,022	Front Range Village	Lifestyle	Kimco	Fort Collins	CO	United States	Yes
6,289	Cypress Towne Center	Strip Center	Kimco	Cypress	TX	United States	Yes
6,230	Bridgewater Falls	Lifestyle	Kimco	Hamilton	OH	United States	Yes
6,697	Providence Marketplace	Regional Mall	Kimco	Mount Juliet	TN	United States	Yes
5,031	Fairway Marketplace	Strip Center	Kimco	Pasadena	TX	United States	Yes
6,212	Woodbury Lakes	Lifestyle	Kimco	Woodbury	MN	United States	Yes
5,287	Gateway Station	Strip Center	Kimco	Burleson	TX	United States	Yes
5,730	New Towne Mall	Regional Mall	Kohan	New Philadelphia	OH	United States	Yes
5,395	Pierre Bossier Mall	Regional Mall	Kohan	Bossier City	LA	United States	Yes
6,175	Fairlane Town Center	Regional Mall	Kohan	Dearborn	MI	United States	Yes
5,430	Santa Fe Place	Regional Mall	Kohan	Santa Fe	NM	United States	Yes
5,027	Lima Mall	Regional Mall	Kohan	Lima	OH	United States	Yes
5,794	Morgantown Mall	Regional Mall	Kohan	Morgan Town	WV	United States	Yes
5,462	Lufkin Mall	Regional Mall	Kohan	Lufkin	TX	United States	Yes
5,705	Rimrock Mall	Regional Mall	Kohan	Billings	MT	United States	Yes
5,275	Southern Hills Mall	Regional Mall	Kohan	Sioux City	IA	United States	Yes
6,891	Mall At Robinson	Regional Mall	Kohan	Pittsburgh	PA	United States	Yes
5,276	Greenwood Mall	Regional Mall	Kohan	Bowling Green	KY	United States	Yes
6,382	Lakewood Center	Regional Mall	Macerich	Lakewood	CA	United States	Yes
3,014	Flatiron Crossing	Regional Mall	Macerich	Broomfield	CO	United States	Yes
5,849	Superstition Springs	Regional Mall	Macerich	Mesa	AZ	United States	Yes
6,796	Pacific View	Regional Mall	Macerich	Ventura	CA	United States	Yes
6,080	Green Acres Mall	Regional Mall	Macerich	Valley Stream	NY	United States	Yes
6,496	Northpark	Regional Mall	Macerich	Davenport	IA	United States	Yes
5,505	Danbury Fair Mall	Regional Mall	Macerich	Danbury	CT	United States	Yes
744	Fashion District Philadelphia	Regional Mall	Macerich	Philadelphia	PA	United States	Yes
6,958	Valley River Center	Regional Mall	Macerich	Eugene	OR	United States	Yes
6,648	Wilton Mall At Saratoga	Regional Mall	Macerich	Saratoga Springs	NY	United States	Yes
5,451	Valley Mall	Regional Mall	Macerich	Harrisonburg	VA	United States	Yes
5,877	Deptford Mall	Regional Mall	Macerich	Deptford	NJ	United States	Yes
5,765	Santan Village	Lifestyle	Macerich	Gilbert	AZ	United States	Yes
5,573	The Mall Of Victor Valley	Regional Mall	Macerich	Victorville	CA	United States	Yes
5,990	Vintage Faire Mall	Regional Mall	Macerich	Modesto	CA	United States	Yes
5,330	Eastland Mall	Regional Mall	Macerich	Evansville	IN	United States	Yes
5,796	Freehold Raceway Mall	Regional Mall	Macerich	Freehold	NJ	United States	Yes
3,443	Los Cerritos Center	Regional Mall	Macerich	Cerritos	CA	United States	Yes
6,063	Tyson's Corner Center	Regional Mall	Macerich	McLean	VA	United States	Yes
1,138	Scottsdale Fashion Square	Regional Mall	Macerich	Scottsdale	AZ	United States	Yes
6,025	Fashion Fair	Regional Mall	Macerich	Fresno	CA	United States	Yes
6,924	Chandler Fashion Center	Regional Mall	Macerich	Chandler	AZ	United States	Yes
5,484	South Plains Mall	Regional Mall	Macerich	Lubbock	TX	United States	Yes
2,650	Sevenoaks Shopping Centre	Regional Mall	Morguard	Abbotsford	BC	Canada	Yes
2,637	Pine Centre Mall	Regional Mall	Morguard	Prince George	BC	Canada	Yes

2,721	The Centre At Circle	Regional Mall	Morguard	Saskatoon	SK	Canada	Yes
5,538	Southland Mall	Regional Mall	Morguard	Houma	LA	United States	Yes
2,723	St. Laurent	Regional Mall	Morguard	Ottawa	ON	Canada	Yes
6,664	Jackson Crossing	Regional Mall	Namdar	Jackson	MI	United States	Yes
5,474	College Square Mall	Regional Mall	Namdar	Cedar Falls	IA	United States	Yes
6,485	Genesee Valley Mall	Regional Mall	Namdar	Flint	MI	United States	Yes
5,625	River Valley Mall	Regional Mall	Namdar	Lancaster	OH	United States	Yes
5,470	River Oaks Shopping Center	Regional Mall	Namdar	Calumet City	IL	United States	Yes
6,202	Sierra Vista Mall	Regional Mall	Namdar	Clovis	CA	United States	Yes
5,974	Mall De Las Aguilas	Regional Mall	Namdar	Eagle Pass	TX	United States	Yes
6,951	Mesilla Valley Mall	Regional Mall	Namdar	Las Cruces	NM	United States	Yes
5,439	Wiregrass Commons	Regional Mall	Namdar	Dothan	AL	United States	Yes
5,963	Bangor Mall	Regional Mall	Namdar	Bangor	ME	United States	Yes
5,782	Northwest Arkansas Mall	Regional Mall	Namdar	Fayetteville	AR	United States	Yes
5,707	Berkshire Mall	Regional Mall	Namdar	Wyomissing	PA	United States	Yes
5,426	South Park Mall	Regional Mall	Namdar	San Antonio	TX	United States	Yes
6,881	Wenatchee Valley Mall	Regional Mall	Namdar	E. Wenatchee	WA	United States	Yes
5,266	Logan Valley Mall	Regional Mall	Namdar	Altoona	PA	United States	Yes
6,744	Crossroads Mall	Regional Mall	Namdar	Mt Hope	WV	United States	Yes
3,398	Mall Of Acadiana	Regional Mall	Namdar	Lafayette	LA	United States	Yes
5,262	Louis Joliet Mall	Regional Mall	Namdar	Joliet	IL	United States	Yes
5,331	Chapel Hills Mall	Regional Mall	Namdar	Colorado Springs	CO	United States	Yes
5,346	Green Tree Mall	Regional Mall	Namdar	Clarksville	IN	United States	Yes
5,459	Florence Mall	Regional Mall	Namdar	Florence	KY	United States	Yes
3,522	Westgate Mall	Regional Mall	Namdar	Amarillo	TX	United States	Yes
5,148	Central Mall	Regional Mall	Namdar	Fort Smith	AR	United States	Yes
5,259	Valley Hills Mall	Regional Mall	Namdar	Hickory	NC	United States	Yes
1,111	Champlain Centre	Regional Mall	Pacific Retail Partners	Plattsburg	NY	United States	Yes
6,426	Broward Mall	Regional Mall	Pacific Retail Partners	Plantation	FL	United States	Yes
6,050	Great Northern Mall	Regional Mall	Pacific Retail Partners	North Olmsted	OH	United States	Yes
3,418	Northpark Mall	Regional Mall	Pacific Retail Partners	Ridgeland	MS	United States	Yes
5,957	Plaza West Covina	Regional Mall	Pacific Retail Partners	West Covina	CA	United States	Yes
6,432	Parkway Plaza	Regional Mall	Pacific Retail Partners	El Cajon	CA	United States	Yes
5,207	Colonie Center	Regional Mall	Pacific Retail Partners	Albany	NY	United States	Yes
6,143	Franklin Park Mall	Regional Mall	Pacific Retail Partners	Toledo	OH	United States	Yes
6,124	The Shops Of Palm Desert	Regional Mall	Pacific Retail Partners	Palm Desert	CA	United States	Yes
5,590	Park Place	Regional Mall	Pacific Retail Partners	Tucson	AZ	United States	Yes
6,410	Queen Ka'Ahamanu	Regional Mall	Pacific Retail Partners	Kahului	HI	United States	Yes
5,154	Belden Village	Regional Mall	Pacific Retail Partners	Canton	OH	United States	Yes
5,704	Capital Mall	Regional Mall	Pacific Retail Partners	Olympia	WA	United States	Yes
5,423	Southlake	Regional Mall	Pacific Retail Partners	Merrillville	IN	United States	Yes
5,630	Valley Mall	Regional Mall	PREIT	Hagerstown	MD	United States	Yes
6,153	The Mall At Prince Georges	Regional Mall	PREIT	HYATTSVILLE	MD	United States	Yes
5,284	Magnolia Mall	Regional Mall	PREIT	Florence	SC	United States	Yes
6,159	Dartmouth Mall	Regional Mall	PREIT	North Dartmouth	MA	United States	Yes
6,595	Springfield Town Center	Regional Mall	PREIT	Springfield	VA	United States	Yes
5,902	Moorestown Mall	Regional Mall	PREIT	Moorestown	NJ	United States	Yes
5,349	Willow Grove Park	Regional Mall	PREIT	Willow Grove	PA	United States	Yes
5,249	Francis Scott Key Mall	Regional Mall	PREIT	Frederick	MD	United States	Yes
5,534	Cherry Hill Mall	Regional Mall	PREIT	Cherry Hill	NJ	United States	Yes
5,141	Woodland Mall	Regional Mall	PREIT	Kentwood	MI	United States	Yes
5,698	Jacksonville Mall	Regional Mall	PREIT	JACKSONVILLE	NC	United States	Yes
5,581	Patrick Henry Mall	Regional Mall	PREIT	Newport News	VA	United States	Yes
5,409	Capital City Mall	Regional Mall	PREIT	CAMP HILL	PA	United States	Yes
6,170	Viewmont Mall	Regional Mall	PREIT	Scranton	PA	United States	Yes
3,267	Bay Plaza Shopping Center	Regional Mall	Prestige	Bronx	NY	United States	Yes
2,619	Place D'Orleans Shopping Centre	Regional Mall	Primaris	Orleans	ON	Canada	Yes
2,565	Catarqui Town Centre	Regional Mall	Primaris	Kingston	ON	Canada	Yes
2,568	Mcallister Place Shopping Centre	Regional Mall	Primaris	St. John	NB	Canada	Yes
2,635	Sherwood Park Mall	Regional Mall	Primaris	Sherwood Park	AB	Canada	Yes
2,823	Galeries De La Capitale	Regional Mall	Primaris	Quebec	QC	Canada	Yes
2,570	Regent Mall Shopping Centre	Regional Mall	Primaris	Fredericton	NB	Canada	Yes
2,560	Orchard Park Shopping Centre	Regional Mall	Primaris	Kelowna	BC	Canada	Yes
2,662	Peter Pond Shopping Center	Regional Mall	Primaris	Ft. Mc Murray	AB	Canada	Yes
2,603	Park Place	Regional Mall	Primaris	LETHBRIDGE	AB	Canada	Yes
2,528	Kildonan Place	Regional Mall	Primaris	Winnipeg	MB	Canada	Yes
2,537	Sunridge Mall	Regional Mall	Primaris	Calgary	AB	Canada	Yes
2,581	New Sudbury Centre	Regional Mall	Primaris	Sudbury	ON	Canada	Yes
5,993	Galleria At Crystal Run	Regional Mall	Pyramid	Middletown	NY	United States	Yes
3,474	Palisades Center	Regional Mall	Pyramid	West Nyack	NY	United States	Yes
6,188	Poughkeepsie Galleria	Regional Mall	Pyramid	Poughkeepsie	NY	United States	Yes
6,641	Walden Galleria	Regional Mall	Pyramid	Buffalo	NY	United States	Yes
5,547	Salmon Run Mall	Regional Mall	Pyramid	Watertown	NY	United States	Yes
5,332	Sangertown Square	Regional Mall	Pyramid	New Hartford	NY	United States	Yes
3,401	Holyoke Mall At Ingleside	Regional Mall	Pyramid	Holyoke	MA	United States	Yes
5,829	Destiny Usa	Regional Mall	Pyramid	Syracuse	NY	United States	Yes
6,277	Crossgates Mall	Regional Mall	Pyramid	Albany	NY	United States	Yes
6,800	Lenox Square	Regional Mall	Simon	Atlanta	GA	United States	Yes
5,013	Dadeland Mall	Regional Mall	Simon	Miami	FL	United States	Yes
6,723	The Galleria	Regional Mall	Simon	Houston	TX	United States	Yes
6,537	Fashion Center At Pentagon City	Regional Mall	Simon	Arlington	VA	United States	Yes
6,504	Cape Cod Mall	Regional Mall	Simon	Hyannis	MA	United States	Yes

6,105	Menlo Park Mall	Regional Mall	Simon	Edison	NJ	United States	Yes
6,162	King Of Prussia Mall	Regional Mall	Simon	King Of Prussia	PA	United States	Yes
3,311	Auburn Mall	Regional Mall	Simon	Auburn	MA	United States	Yes
6,201	Roosevelt Field Mall	Regional Mall	Simon	Garden City	NY	United States	Yes
5,582	Mccain Mall	Regional Mall	Simon	ORTH LITTLE ROC	AR	United States	Yes
6,787	Pier Park	Lifestyle	Simon	Panama City	FL	United States	Yes
6,663	Folsom Premium Outlets	Outlet	Simon	Folsom	CA	United States	Yes
6,146	The Shops At Misson Viejo	Regional Mall	Simon	Mission Viejo	CA	United States	Yes
6,364	Carolina Premium Outlets	Outlet	Simon	Smithfield	NC	United States	Yes
6,099	Grove City Premium Outlets	Outlet	Simon	Grove City	PA	United States	Yes
6,234	Ellenton Premium Outlets	Outlet	Simon	Ellenton	FL	United States	Yes
3,027	Jersey Shore Premium Outlets	Outlet	Simon	Tinton Falls	NJ	United States	Yes
5,319	College Mall	Regional Mall	Simon	Bloomington	IN	United States	Yes
6,472	Sawgrass Mills	Outlet	Simon	Sunrise	FL	United States	Yes
5,252	North East Mall	Regional Mall	Simon	Hurst	TX	United States	Yes
6,273	Briarwood Mall	Regional Mall	Simon	Ann Arbor	MI	United States	Yes
608	Grand Prairie Premium Outlets	Outlet	Simon	Grand Prairie	TX	United States	Yes
3,339	Grapevine Mills	Outlet	Simon	Grapevine	TX	United States	Yes
5,233	Woodland Hills	Regional Mall	Simon	Tulsa	OK	United States	Yes
6,282	Springfield Mall	Regional Mall	Simon	Springfield	PA	United States	Yes
3,824	Colorado Mills	Outlet	Simon	Lakewood	CO	United States	Yes
5,235	White Oaks Mall	Regional Mall	Simon	Springfield	IL	United States	Yes
6,576	The Galleria	Regional Mall	Simon	Houston	TX	United States	Yes
6,743	Woodburn Premium Outlets	Outlet	Simon	Woodburn	OR	United States	Yes
613	Gloucester Premium Outlets	Outlet	Simon	Blackwood	NJ	United States	Yes
5,995	Potomac Mills	Outlet	Simon	Woodbridge	VA	United States	Yes
3,856	Plaza Carolina	Regional Mall	Simon	Carolina	PR	United States	Yes
6,112	The Great Mall	Outlet	Simon	Milpitas	CA	United States	Yes
6,354	St. Augustine Premium Outlets	Outlet	Simon	St. Augustine	FL	United States	Yes
6,499	Jersey Gardens	Outlet	Simon	ELIZABETH	NJ	United States	Yes
5,527	The Florida Mall	Regional Mall	Simon	Orlando	FL	United States	Yes
6,572	Ontario Mills	Outlet	Simon	Ontario	CA	United States	Yes
747	Norfolk Premium Outlets	Outlet	Simon	Norfolk	VA	United States	Yes
6,023	Oxford Valley Mall	Regional Mall	Simon	Langhorne	PA	United States	Yes
6,331	Prien Lake Mall	Regional Mall	Simon	Lake Charles	LA	United States	Yes
5,152	Castleton Square	Regional Mall	Simon	Indianapolis	IN	United States	Yes
6,198	Firewheel Town Center	Regional Mall	Simon	Garland	TX	United States	Yes
3,035	Houston Premium Outlets	Outlet	Simon	Cypress	TX	United States	Yes
5,923	Gurnee Mills	Outlet	Simon	Gurnee	IL	United States	Yes
6,757	Fashion Valley Mall	Regional Mall	Simon	San Diego	CA	United States	Yes
3,280	South Hills Village	Regional Mall	Simon	Pittsburgh	PA	United States	Yes
6,176	Brea Mall	Regional Mall	Simon	Brea	CA	United States	Yes
5,511	Dover Mall & Commons	Regional Mall	Simon	Dover	DE	United States	Yes
3,172	Sugarloaf Mills	Outlet	Simon	Lawrenceville	GA	United States	Yes
5,401	La Plaza Mall	Regional Mall	Simon	Mcallen	TX	United States	Yes
603	Toronto Premium Outlets	Outlet	Simon	Halton Hills	ON	Canada	Yes
6,007	Williamsburg Premium Outlets	Outlet	Simon	Williamsburg	VA	United States	Yes
5,954	The Mall At Rockingham Park	Regional Mall	Simon	Salem	NH	United States	Yes
5,366	St. Louis Premium Outlets	Outlet	Simon	Chesterfield	MO	United States	Yes
1,106	The Mall Of New Hampshire	Regional Mall	Simon	Manchester	NH	United States	Yes
5,961	Lehigh Valley Mall	Regional Mall	Simon	Whitehall	PA	United States	Yes
3,495	The Outlets At Orange	Outlet	Simon	Orange	CA	United States	Yes
5,243	Rockaway Town Square	Regional Mall	Simon	Rockaway	NJ	United States	Yes
5,336	Apple Blossom Mall	Regional Mall	Simon	Winchester	VA	United States	Yes
6,577	Wolfchase Galleria	Regional Mall	Simon	Memphis	TN	United States	Yes
1,825	Penn Square Mall	Regional Mall	Simon	Oklahoma City	OK	United States	Yes
6,905	The Westchester	Regional Mall	Simon	White Plains	NY	United States	Yes
6,568	Las Vegas South Premium Outlets	Outlet	Simon	Las Vegas	NV	United States	Yes
3,394	Cielo Vista Mall	Regional Mall	Simon	El Paso	TX	United States	Yes
6,072	Stoneridge	Regional Mall	Simon	Pleasanton	CA	United States	Yes
5,400	Midland Park Mall	Regional Mall	Simon	Midland	TX	United States	Yes
3,218	Burlington Mall	Regional Mall	Simon	Burlington	MA	United States	Yes
605	Charlotte Premium Outlets	Outlet	Simon	Charlotte	NC	United States	Yes
5,264	The Empire Mall	Regional Mall	Simon	Sioux Falls	SD	United States	Yes
5,301	Bay Park Square	Regional Mall	Simon	Green Bay	WI	United States	Yes
5,813	The Avenues	Regional Mall	Simon	Jacksonville	FL	United States	Yes
6,707	Round Rock Premium Outlets	Outlet	Simon	Round Rock	TX	United States	Yes
5,245	University Park Mall	Regional Mall	Simon	Mishawaka	IN	United States	Yes
6,322	Lakeline Mall	Regional Mall	Simon	Cedar Park	TX	United States	Yes
616	Carlsbad Premium Outlets	Outlet	Simon	Carlsbad	CA	United States	Yes
6,378	Meadowood Mall	Regional Mall	Simon	Reno	NV	United States	Yes
3,539	Haywood Mall	Regional Mall	Simon	Greenville	SC	United States	Yes
6,027	Summit Mall	Regional Mall	Simon	Fairlawn	OH	United States	Yes
6,847	Arundel Mills	Outlet	Simon	Hanover	MD	United States	Yes
6,805	Allen Premium Outlets	Outlet	Simon	ALLEN	TX	United States	Yes
5,588	Del Amo Fashion Center	Regional Mall	Simon	Torrance	CA	United States	Yes
6,870	Orlando Vineland Premium Outlets	Outlet	Simon	Orlando	FL	United States	Yes
6,694	Hamilton Town Center	Lifestyle	Simon	Noblesville	IN	United States	Yes
5,472	Twin Cities Premium Outlets	Outlet	Simon	Eagan	MN	United States	Yes
5,238	Orland Square Shopping Center	Regional Mall	Simon	Orland Park	IL	United States	Yes
5,871	Pheasant Lane Mall	Regional Mall	Simon	Nashua	NH	United States	Yes
1,814	Treasure Coast Square	Regional Mall	Simon	Jensen Beach	FL	United States	Yes

5,267	Greenwood Park Mall	Regional Mall	Simon	Greenwood	IN	United States	Yes
3,487	Katy Mills	Outlet	Simon	Katy	TX	United States	Yes
6,079	Town Center At Boca Raton	Regional Mall	Simon	Boca Raton	FL	United States	Yes
699	Seattle Premium Outlets	Outlet	Simon	Tulalip	WA	United States	Yes
1,827	Columbia Mall	Regional Mall	Simon	Kennewick	WA	United States	Yes
5,639	St. Johns Town Center	Lifestyle	Simon	Jacksonville	FL	United States	Yes
3,532	Battlefield Mall	Regional Mall	Simon	Springfield	MO	United States	Yes
606	Desert Hills Premium Outlets	Outlet	Simon	Cabazon	CA	United States	Yes
6,180	West Town Mall	Regional Mall	Simon	Knoxville	TN	United States	Yes
3,288	Ross Park	Regional Mall	Simon	Pittsburgh	PA	United States	Yes
5,240	Towne East Square	Regional Mall	Simon	Wichita	KS	United States	Yes
5,831	Tacoma Mall	Regional Mall	Simon	Tacoma	WA	United States	Yes
5,694	Broadway Square Mall	Regional Mall	Simon	Tyler	TX	United States	Yes
6,790	Mall Of Georgia	Regional Mall	Simon	Buford	GA	United States	Yes
3,262	South Shore Plaza	Regional Mall	Simon	Braintree	MA	United States	Yes
5,480	Cordova Mall	Regional Mall	Simon	Pensacola	FL	United States	Yes
6,488	Southpark	Regional Mall	Simon	Charlotte	NC	United States	Yes
714	Tampa Premium Outlets	Outlet	Simon	Lutz	FL	United States	Yes
3,238	Opry Mills	Outlet	Simon	Nashville	TN	United States	Yes
5,337	Woodfield Mall	Regional Mall	Simon	SCHAUMBURG	IL	United States	Yes
3,488	Concord Mills	Outlet	Simon	Concord	NC	United States	Yes
1,973	Barton Creek Square Mall	Regional Mall	Simon	Austin	TX	United States	Yes
6,674	Tulsa Premium Outlets	Outlet	Simon	Jenks	OK	United States	Yes
5,479	Solano Mall	Regional Mall	Spinoso	Fairfield	CA	United States	Yes
6,530	Woodbridge Center	Regional Mall	Spinoso	Woodbridge	NJ	United States	Yes
6,337	Lakeland Square Mall	Regional Mall	Spinoso	Lakeland	FL	United States	Yes
5,408	Valdosta Mall	Regional Mall	Spinoso	Valdosta	GA	United States	Yes
5,438	White Marsh	Regional Mall	Spinoso	Baltimore	MD	United States	Yes
5,533	North County Mall	Regional Mall	Spinoso	Escondido	CA	United States	Yes
6,858	The Mall At Wellington Green	Regional Mall	Spinoso	Wellington	FL	United States	Yes
5,557	Rogue Valley Mall	Regional Mall	Spinoso	Medford	OR	United States	Yes
5,754	Albany Mall	Regional Mall	Spinoso	Albany	GA	United States	Yes
5,122	Crossroads Center	Regional Mall	Spinoso	St.Cloud	MN	United States	Yes
5,158	Southridge Mall	Regional Mall	Spinoso	Greendale	WI	United States	Yes
6,085	The Outlet Collection Seattle	Outlet	Spinoso	Auburn	WA	United States	Yes
5,300	Arnot Mall	Regional Mall	Spinoso	Horseheads	NY	United States	Yes
5,175	Haute City Center	Regional Mall	Spinoso	Terre Haute	IN	United States	Yes
3,381	Manassas Mall	Regional Mall	Spinoso	Manassas	VA	United States	Yes
5,832	The Shoppes At Buckland Hills	Regional Mall	Spinoso	Manchester	CT	United States	Yes
6,451	Santa Maria Town Center	Regional Mall	Spinoso	Santa Maria	CA	United States	Yes
5,436	Pecanland Mall	Regional Mall	Spinoso	Monroe	LA	United States	Yes
5,863	Mall At Partridge Creek	Lifestyle	Spinoso	Clinton Township	MI	United States	Yes
6,454	Galleria At Sunset	Regional Mall	Spinoso	Henderson	NV	United States	Yes
6,483	Southpark	Regional Mall	Spinoso	Strongsville	OH	United States	Yes
5,764	Ingram Park Mall	Regional Mall	Spinoso	San Antonio	TX	United States	Yes
5,316	Glenbrook Square	Regional Mall	Spinoso	Fort Wayne	IN	United States	Yes
5,883	Houston County Galleria	Regional Mall	Spinoso	Centerville	GA	United States	Yes
5,453	Eastridge Mall	Regional Mall	Summit	Casper	WY	United States	Yes
5,326	Lansing Mall	Regional Mall	Summit	Lansing	MI	United States	Yes
5,197	Sikes Senter	Regional Mall	Summit	Wichita Falls	TX	United States	Yes
5,442	Gadsden Mall	Regional Mall	Summit	Gadsden	AL	United States	Yes
5,839	Northtown Mall	Regional Mall	Summit	Spokane	WA	United States	Yes
5,358	Animas Valley Mall	Regional Mall	Summit	Farmington	NM	United States	Yes
5,241	Montgomery Mall	Regional Mall	Summit	North Wales	PA	United States	Yes
5,762	Asheville Mall	Regional Mall	Summit	Asheville	NC	United States	Yes
5,149	Northwood Mall	Regional Mall	Summit	Peoria	IL	United States	Yes
6,092	Mall St. Vincent	Regional Mall	Summit	Shreveport	LA	United States	Yes
5,069	Triangle Town Center	Regional Mall	Summit	Raleigh	NC	United States	Yes
5,939	River Hills Mall	Regional Mall	Summit	Mankato	MN	United States	Yes
5,295	The Crossroads	Regional Mall	Summit	Portage	MI	United States	Yes
6,618	Outlet Center Commerce	Outlet	Tanger	Commerce	GA	United States	Yes
715	Outlet Center Fort Worth	Outlet	Tanger	Fort Worth	TX	United States	Yes
5,948	Outlet Center Houston	Outlet	Tanger	Texas City	TX	United States	Yes
5,966	Outlet Collection Glendale	Outlet	Tanger	Glendale	AZ	United States	Yes
6,745	Outlet Center Hilton Head	Outlet	Tanger	Bluffton	SC	United States	Yes
6,760	Outlet Center Nashville	Outlet	Tanger	Antioch	TN	United States	Yes
2,727	Outlet Center Ottawa	Outlet	Tanger	Ottawa	ON	Canada	Yes
6,853	Outlet Center Tilton	Outlet	Tanger	Tilton	NH	United States	Yes
703	Outlet Center Mebane	Outlet	Tanger	Mebane	NC	United States	Yes
5,981	Outlet Center National Harbor	Outlet	Tanger	Oxon Hill	MD	United States	Yes
6,219	Outlet Collection Rehoboth	Outlet	Tanger	Rehoboth Beach	DE	United States	Yes
6,462	Outlet Center Gonzales	Outlet	Tanger	Gonzales	LA	United States	Yes
5,680	Outlet Center Sevierville	Outlet	Tanger	Sevierville	TN	United States	Yes
6,558	Outlet Center San Marcos	Outlet	Tanger	San Marcos	TX	United States	Yes
5,112	Outlet Center Myrtle Beach	Outlet	Tanger	Myrtle Beach	SC	United States	Yes
6,619	Bridge Street Town Centre	Lifestyle	Tanger	Huntsville	AL	United States	Yes
3,517	Outlet Center Branson	Outlet	Tanger	Branson	MO	United States	Yes
5,700	Outlet Center Charleston	Outlet	Tanger	N. Charleston	SC	United States	Yes
5,488	Outlet Center Savannah	Outlet	Tanger	Pooler	GA	United States	Yes
1,132	Cherry Creek Shopping Center	Regional Mall	Taubman	Denver	CO	United States	Yes
5,952	Sunvalley	Regional Mall	Taubman	Concord	CA	United States	Yes
1,819	Mall At Green Hills	Regional Mall	Taubman	Nashville	TN	United States	Yes

6,859	International Plaza	Regional Mall	Taubman	Tampa	FL	United States	Yes
6,649	Great Lakes Crossing	Outlet	Taubman	Auburn Hills	MI	United States	Yes
6,005	Twelve Oaks Mall	Regional Mall	Taubman	Novi	MI	United States	Yes
5,428	University Town Center	Regional Mall	Taubman	Sarasota	FL	United States	Yes
6,281	Westfarms	Regional Mall	Taubman	Farmington	CT	United States	Yes
3,010	Mall Of America	Regional Mall	Triple Five	Bloomington	MN	United States	Yes
6,498	Mall Of America	Regional Mall	Triple Five	Bloomington	MN	United States	Yes
5,897	Mall Of America	Regional Mall	Triple Five	Bloomington	MN	United States	Yes
2,530	West Edmonton Mall	Regional Mall	Triple Five	Edmonton	AB	Canada	Yes
6,274	Boynton Beach Mall	Regional Mall	WP	Boynton Beach	FL	United States	Yes
6,401	Irving Mall	Regional Mall	WP	Irving	TX	United States	Yes
5,846	Great Lakes Mall	Regional Mall	WP	Mentor	OH	United States	Yes
5,450	Mesa Mall	Regional Mall	WP	Grand Junction	CO	United States	Yes
6,966	The Mall At Fairfield Commons	Regional Mall	WP	Beavercreek	OH	United States	Yes
5,415	Paddock Mall	Regional Mall	WP	Ocala	FL	United States	Yes
5,642	Grand Central Mall	Regional Mall	WP	Vienna	WV	United States	Yes
5,798	Ashland Town Center	Regional Mall	WP	Ashland	KY	United States	Yes
6,280	Edison Mall	Regional Mall	WP	Fort Myers	FL	United States	Yes
6,614	Pearlridge Center	Regional Mall	WP	Aiea	HI	United States	Yes
6,621	Weberstown Mall	Regional Mall	WP	Stockton	CA	United States	Yes
1,957	Melbourne Square	Regional Mall	WP	Melbourne	FL	United States	Yes
5,750	Southgate Mall	Regional Mall	WP	Missoula	MT	United States	Yes
6,935	Polaris Fashion Place	Regional Mall	WP	Columbus	OH	United States	Yes
5,248	Longview Mall	Regional Mall	WP	Longview	TX	United States	Yes
5,719	The Mall At Johnson City	Regional Mall	WP	Johnson City	TN	United States	Yes
5,370	Orange Park Mall	Regional Mall	WP	Orange Park	FL	United States	Yes
5,646	Gateway Mall	Regional Mall	WP	Lincoln	NE	United States	Yes
5,770	Garden State Plaza	Regional Mall	Westfield	Paramus	NJ	United States	Yes
3,285	Old Orchard Mall	Regional Mall	Westfield	Skokie	IL	United States	Yes
6,639	Topanga Mall	Regional Mall	Westfield	CANOGA PARK	CA	United States	Yes
5,467	Plaza Bonita	Regional Mall	Westfield	National City	CA	United States	Yes
6,088	Fashion Square	Regional Mall	Westfield	Sherman Oaks	CA	United States	Yes
6,206	Montgomery Mall	Regional Mall	Westfield	Bethesda	MD	United States	Yes
5,830	Culver City Mall	Regional Mall	Westfield	Culver City	CA	United States	Yes
6,430	Santa Anita Mall	Regional Mall	Westfield	Arcadia	CA	United States	Yes
6,349	Southcenter	Regional Mall	Westfield	Tukwila	WA	United States	Yes
6,830	Galleria At Roseville	Regional Mall	Westfield	Roseville	CA	United States	Yes
5,226	Hemet Valley Mall	Regional Mall	MCStrauss	Hemet	CA	United States	Yes
6,584	River City Marketplace	Strip Center	Ramco	Jacksonville	FL	United States	Yes
731	Poplin Place Shopping Center	Strip Center	BVA Poplin Place, LLC	Monroe	NC	United States	Yes
5,933	Westgate Mall	Regional Mall	New England Development	Brockton	MA	United States	Yes
2,673	Timmins Square Shopping Centre	Regional Mall	RioCan	Timmins	ON	Canada	Yes
3,411	Harlem Irving Plaza	Regional Mall	Harlem Irving	Norridge	IL	United States	Yes
5,702	West Ridge Mall	Regional Mall	Dream Big Partners, LLC	Topeka	KS	United States	Yes
6,904	Macedonia Commons	Strip Center	Osborne Capital Group	Macedonia	OH	United States	Yes
6,471	Columbia Mall	Regional Mall	GK Development Inc.	Grand Forks	ND	United States	Yes
5,255	Edgewater Mall	Regional Mall	Wilson	Biloxi	MS	United States	Yes
5,374	Greeley Mall	Regional Mall	Moonbeam Capital Inv.	Greeley	CO	United States	Yes
6,411	The Shoppes At Farmington Valley	Lifestyle	WS Development	Canton	CT	United States	Yes
6,605	Meridian Crossroads	Strip Center	Pine Tree Commercial Realty	Meridian	ID	United States	Yes
730	The Outlets At Lake George	Outlet	Northway Outlets, LLC	Lake George	NY	United States	Yes
6,738	Brazos Town Center	Strip Center	Brazos TC - Partnership ALP	Rosenburg	TX	United States	Yes
6,255	The Shoppes At Chino Hills	Lifestyle	Dunhill Partens	Chino Hills	CA	United States	Yes
5,057	Shops At Willow Lawn	Strip Center	ederal Realty Investment Trus	Richmond	VA	United States	Yes
5,293	Colony Square Mall	Regional Mall	Time Equities	Zanesville	OH	United States	Yes
6,001	Paseo Nuevo	Regional Mall	Investec	Santa Barbara	CA	United States	Yes
5,677	Shawnee Mall	Regional Mall	StreetMac	Shawnee	OK	United States	Yes
6,972	Kendall Village Center	Strip Center	Berkowitz Development	Miami	FL	United States	Yes
5,437	Merced Mall	Regional Mall	Coddling Enterprises	Merced	CA	United States	Yes
6,392	Eastridge Mall	Regional Mall	astridge Property Holdings LL	San Jose	CA	United States	Yes
706	Brookside Marketplace	Strip Center	SITE Centers	Tinley Park	IL	United States	Yes
5,868	Bassett Center	Regional Mall	Cypress Equities	El Paso	TX	United States	Yes
6,440	Richland Mall	Regional Mall	Out of the Box Ventures	Mansfield	OH	United States	Yes
6,620	The Centre At Salisbury	Regional Mall	4D Properties	Salisbury	MD	United States	Yes
602	Taylor Square	Strip Center	Casto	Reynoldsburg	OH	United States	Yes
5,826	Yuba Sutter Marketplace	Regional Mall	Ethan Conrad	Yuba City	CA	United States	Yes
3,263	Alliance Town Center	Strip Center	Trademark	Fort Worth	TX	United States	Yes
6,409	Outlets At The Dells	Outlet	Horizon Group	Baraboo	WI	United States	Yes
5,843	Promenade Fultondale	Strip Center	Inventrust	Fultondale	AL	United States	Yes
5,636	Las Palmas Marketplace	Strip Center	Shopcore	El Paso	TX	United States	Yes
6,371	Eagle Ridge Mall	Regional Mall	Tabani Group	Lake Wales	FL	United States	Yes
6,413	Promenade Shops At Centerra	Lifestyle	DRA Advisors	Loveland	CO	United States	Yes
5,526	Bayside Marketplace	Lifestyle	Ashkenazy Acquisition Group	Miami	FL	United States	Yes
5,916	Rock Hill Galleria	Regional Mall	Collett	Rock Hill	SC	United States	Yes
5,044	Silverado Ranch Plaza	Strip Center	Seligman	Las Vegas	NV	United States	Yes
6,068	Gallatin Valley Mall	Regional Mall	Gallatin Mall Group, LLC	Bozeman	MT	United States	Yes
6,809	Mount Pleasant Towne Center	Lifestyle	Continental Realty	Mt. Pleasant	SC	United States	Yes
6,545	Outlets At Nags Head	Outlet	Avison Young/TORG	Nags Head	NC	United States	Yes
6,986	The Marketplace At Augusta	Strip Center	WS Development	Augusta	ME	United States	Yes
5,686	River Center	Regional Mall	Ashkenazy Acquisition Group	San Antonio	TX	United States	Yes
749	The Outlets Of Des Moines	Outlet	New England Development	Altoona	IA	United States	Yes
740	Gates Of Prosper	Strip Center	380 & 289, LP	Prosper	TX	United States	Yes

6,328	The Shops At Oshkosh	Outlet	Mid America	Oshkosh	WI	United States	Yes
3,358	Market Street At Lynnfield	Lifestyle	WS Development	Lynnfield	MA	United States	Yes
6,774	North Plains Mall	Regional Mall	North Plains Mall Mgmt LLC	Clovis	NM	United States	Yes
696	Palm Beach Outlets	Outlet	Palm Beach Mall Holdings, Inc	West Palm Beach	FL	United States	Yes
733	Liberty Commons	Strip Center	Legacy Development	Liberty	MO	United States	Yes
6,764	River Front Center	Strip Center	Mad River Development, LLC	Clifton	NJ	United States	Yes
5,035	Pine Ridge Marketplace	Regional Mall	1st Commercial Realty	Prescott	AZ	United States	Yes
5,890	Bradley Square Mall	Regional Mall	Morrison Companies	Cleveland	TN	United States	Yes
6,646	Washington Square Mall	Regional Mall	Wagner, Ohe	Detroit Lakes	MN	United States	Yes
5,967	Palouse Mall	Regional Mall	ameson Commercial Property	Moscow	ID	United States	Yes
2,615	Royalty Crossing	Regional Mall	RioCan	Charlottetown	PE	Canada	Yes
6,110	Lakeside Village	Lifestyle	Casto-Oakbridge Venture, Ltd	Lakeland	FL	United States	Yes
2,656	White Oaks Mall	Regional Mall	Bentall	London	ON	Canada	Yes
3,435	Carmel Mountain Plaza	Strip Center	American Assets (2)	San Diego	CA	United States	Yes
2,548	Mayflower Mall	Regional Mall	McCor Realities	Sydney	NS	Canada	Yes
6,224	Southlands	Regional Mall	Northwoods	Aurora	CO	United States	Yes
1,954	Water Tower Place	Regional Mall	M&J WILKOW	Chicago	IL	United States	Yes
5,572	Indian Mound Mall	Regional Mall	Stockbridge Leasing LLC	Heath	OH	United States	Yes
5,803	Weatherford Marketplace	Strip Center	Wilcox Savage	Weatherford	TX	United States	Yes
5,292	Golden Triangle Mall	Regional Mall	MGHerring Group	Denton	TX	United States	Yes
5,621	Central Mall	Regional Mall	IGP LLC	Salina	KS	United States	Yes
6,108	Mayaguez Mall	Regional Mall	Mayaguez Mall	Mayaguez	PR	United States	Yes
6,758	Miromar Outlets	Outlet	Miromar	Estero	FL	United States	Yes
5,506	The Shoppes At Webb Ginn	Lifestyle	Olshan Properties	Snellville	GA	United States	Yes
5,892	Village At Sandhill	Lifestyle	Stiles	Columbia	SC	United States	Yes
5,281	The Greene	Lifestyle	Olshan Properties	Beavercreek	OH	United States	Yes
6,906	Westover Marketplace	Strip Center	Inventrust	San Antonio	TX	United States	Yes
5,203	Southbay Pavilion	Regional Mall	Gerrity Group	Carson	CA	United States	Yes
5,212	Sand Creek Crossing	Strip Center	International Asset Managem	Brentwood	CA	United States	Yes
6,786	Rio West Mall	Regional Mall	FKS Investment	Gallup	NM	United States	Yes
5,847	Eastern Shore Center	Lifestyle	ford Square Real Estate Adv	Spanish Fort	AL	United States	Yes
6,963	The Collection At Forsyth	Lifestyle	Starwood	Cummings	GA	United States	Yes
6,018	Northfield At Stapleton	Lifestyle	QIC	Denver	CO	United States	Yes
5,611	Yuma Palms	Lifestyle	Inland	Yuma	AZ	United States	Yes
5,094	The Village	Lifestyle	Robert B. Aikens	Rochester Hills	MI	United States	Yes
5,058	Geneva Commons	Lifestyle	Mid America	Geneva	IL	United States	Yes
6,073	Hanford Mall	Regional Mall	Passco	Hanford	CA	United States	Yes
3,023	Treasure Valley Marketplace	Strip Center	Ball Ventures	Nampa	ID	United States	Yes
6,091	Dublin Mall	Regional Mall	McKnight Properties	Dublin	GA	United States	Yes
5,513	Zona Rosa	Lifestyle	Trademark	Kansas City	MO	United States	Yes
6,127	Prairie Hills Mall	Regional Mall	GPCE, LLC	Dickinson	ND	United States	Yes
5,820	Lincolnwood Town Center	Regional Mall	Friedman Real Estate	Lincolnwood	IL	United States	Yes
6,837	The Pinnacle	Strip Center	JJ. Gumberg	Bristol	TN	United States	Yes
6,747	Bellevue Square	Regional Mall	emper Development Compan	Bellevue	WA	United States	Yes
5,722	Chico Mall	Regional Mall	Ethan Conrad	Chico	CA	United States	Yes
6,756	Sawmill Square	Regional Mall	Sizeler Realty	Laurel	MS	United States	Yes
5,950	Aventura Mall	Regional Mall	Turnberry Associates	N. Miami Beach	FL	United States	Yes
2,602	Lloyd Mall	Regional Mall	Triovest	Lloydminster	AB	Canada	Yes
6,602	Coral Ridge Mall	Regional Mall	Gumberg Asset Management	Ft Lauderdale	FL	United States	Yes
3,189	Crocker Park	Lifestyle	Stark Enterprises	Westlake	OH	United States	Yes
2,617	Gateway Mall	Regional Mall	Fishman Real Estate	Prince Albert	SK	Canada	Yes
5,620	Northridge Mall	Regional Mall	Starwood	Salinas	CA	United States	Yes
6,257	Village At Stone Oak	Lifestyle	SITE Centers	San Antonio	TX	United States	Yes
3,309	Capitola Mall	Regional Mall	Merlone Geier	Capitola	CA	United States	Yes
5,411	Flagstaff Mall	Regional Mall	Cypress Equities	Flagstaff	AZ	United States	Yes
6,657	Forum At Olympic Parkway	Strip Center	IRUM AT OLYMPIC PARKW,	Selma	TX	United States	Yes
5,777	Chesapeake Square	Regional Mall	Kotarides	Chesapeake	VA	United States	Yes
5,783	University Mall	Regional Mall	Woodbury	Orem	UT	United States	Yes
5,989	Monroeville Mall	Regional Mall	Cypress Equities	Monroeville	PA	United States	Yes
5,225	Meyerland Plaza	Strip Center	Fidelis Realty Partners	Houston	TX	United States	Yes
5,749	Village Pointe	Lifestyle	Red Development	Omaha	NE	United States	Yes
5,741	Bentley Mall	Regional Mall	Bentley Mall	Fairbanks	AK	United States	Yes
5,840	Promenade Shops Saucon Valley	Lifestyle	Poag Shopping Centers	Center Valley	PA	United States	Yes
6,258	Waxahachie Towne Center	Strip Center	CMG/Provost	Waxahachie	TX	United States	Yes
3,154	Hammond Square	Lifestyle	Stirling Properties	Hammond	LA	United States	Yes
5,935	Midland Mall	Regional Mall	6800 Eastman Ave LLC	Midland	MI	United States	Yes
6,718	Plaza Del Norte	Strip Center	DDR Norte LLC	Hatilo	PR	United States	Yes
6,589	Shoppes At Trace Fork	Strip Center	Kinsley Properties	South Charleston	WV	United States	Yes
6,863	Oakland Mall	Regional Mall	Centercal Prop	Troy	MI	United States	Yes
5,688	Pine Crest Plaza	Strip Center	Providence Group	Southern Pines	NC	United States	Yes
5,781	Silver Lake Mall	Regional Mall	Silver Lake Center LLC	Coeur D'Alene	ID	United States	Yes
2,813	Carrefour Angrignon	Regional Mall	Westcliff	La Salle	QC	Canada	Yes
5,023	Summitwoods Crossing	Strip Center	Red Development	Lees Summit	MO	United States	Yes
3,410	North Riverside Park	Regional Mall	Feil	North Riverside	IL	United States	Yes
5,690	College Square	Regional Mall	Time Equities	Morristown	TN	United States	Yes
6,659	Broadmoor Shopping Center	Strip Center	Gemini Rosemont	Hobbs	NM	United States	Yes
6,449	Northwest Promenade	Strip Center	JBL	Bakersfield	CA	United States	Yes
6,913	The Mall At Stonecrest	Regional Mall	Urban	Lithonia	GA	United States	Yes
5,732	Bellis Fair	Regional Mall	4D Properties	Bellingham	WA	United States	Yes
6,383	The Loop	Strip Center	Wilder Co	Kissimmee	FL	United States	Yes
5,390	Outlets Of Mississippi	Outlet	FFO RE Advisors	Pearl	MS	United States	Yes
6,502	The Shops At Liberty Place	Regional Mall	Williams Jackson Ewing	Philadelphia	PA	United States	Yes

6,119	The Oaks	Regional Mall	Stockdale Capital Partners	Thousand Oaks	CA	United States	Yes
3,147	Oklahoma City Outlets	Outlet	Avison Young/TORG	Oklahoma City	OK	United States	Yes
5,696	Streets Of Tanasbourne	Lifestyle	Commercial Realty Advisors	Hillsboro	OR	United States	Yes
6,038	Moreno Valley At Towngate	Regional Mall	IGP LLC	Moreno Valley	CA	United States	Yes
5,192	Old Mill District At River Bend	Lifestyle	Compass Retail	Bend	OR	United States	Yes
6,564	Kalispell Center Mall	Regional Mall	Parkline Partners LP	Kalispell	MT	United States	Yes
6,243	Stones River Mall	Regional Mall	Sterling Organization	Murfreesboro	TN	United States	Yes
6,271	Fair Oaks Mall	Regional Mall	Olshan Properties	Fairfax	VA	United States	Yes
6,145	Aguadilla Mall	Regional Mall	Luan Investments	Aguadilla	PR	United States	Yes
5,256	Wyoming Valley Mall	Regional Mall	4D Properties	Wilkes Barre	PA	United States	Yes
6,235	Jackson Plaza	Strip Center	Stonemar	Cookeville	TN	United States	Yes
5,111	Valparaiso Marketplace	Strip Center	Goodman Realty Group	Valparaiso	IN	United States	Yes
2,501	Bower Place Shopping Center	Regional Mall	QuadReal Property Group	Red Deer	AB	Canada	Yes
6,268	Tempe Marketplace	Lifestyle	Vestar	Tempe	AZ	United States	Yes
5,458	Nebraska Crossing	Outlet	OTB Destination	Gretna	NE	United States	Yes
5,562	Fremaux Town Center	Regional Mall	Stirling	Slidell	LA	United States	Yes
5,558	Magic Valley Mall	Regional Mall	Woodbury	Twin Falls	ID	United States	Yes
3,481	Bridgewater Commons	Regional Mall	Trademark	Bridgewater	NJ	United States	Yes
6,456	Azalea Square	Strip Center	Fairbourne Properties	Summerville	SC	United States	Yes
3,254	Palladio At Broadstone	Lifestyle	Tri Commercial	Folsom	CA	United States	Yes
6,615	The Shops At Wiregrass	Regional Mall	QIC	Wesley Chapel	FL	United States	Yes
5,455	Oakdale Mall	Regional Mall	JFM Real Estate, LLC	Johnson City	NY	United States	Yes
3,139	Warwick Mall	Regional Mall	Mark T. Brennan & Assoc.	Warwick	RI	United States	Yes
5,654	Gulfgate Center	Strip Center	Wulfe Mgmt.	Houston	TX	United States	Yes
5,941	Centennial Center	Strip Center	Kite Realty	Las Vegas	NV	United States	Yes
5,432	The Promenade Shops At Briargate	Lifestyle	Hines	Colorado Springs	CO	United States	Yes
750	The Avenue Peachtree City	Lifestyle	Poag	Peachtree City	GA	United States	Yes
3,330	Broadway At The Beach	Strip Center	Burroughs & Chapin	Myrtle Beach	SC	United States	Yes
5,229	The Mall At Greece Ridge	Regional Mall	Wilmore	Rochester	NY	United States	Yes
6,074	North Point Mall	Regional Mall	Trademark	Alpharetta	GA	United States	Yes
6,893	Dogwood Festival Market	Strip Center	Inland	Flowood	MS	United States	Yes
6,873	Rockwall Market Center	Strip Center	RMC Dunhill LLC	Rockwall	TX	United States	Yes
5,528	Outlet Shoppes Of Bluegrass	Outlet	Horizon Group	Simpsonville	KY	United States	Yes
6,390	Burbank Town Center	Regional Mall	EB Arrow	Burbank	CA	United States	Yes
6,094	Hilltop Mall	Regional Mall	DP Management, LLC	Kearny	NE	United States	Yes
5,477	Towne Mall	Regional Mall	Linnick Investments	Elizabethtown	KY	United States	Yes
5,180	Independence Center	Regional Mall	IGP LLC	Independence	MO	United States	Yes
5,844	Red Cliffs Mall	Regional Mall	Satterfield-Helm Mgmt	St. George	UT	United States	Yes
6,467	Berkeley Mall	Regional Mall	Berkeley Mall, LLC	Goldsboro	NC	United States	Yes
6,436	Outlet Shoppes At El Paso	Outlet	Horizon Group	Canutillo	TX	United States	Yes
6,117	Montclair Plac	Regional Mall	CIM	Montclair	CA	United States	Yes
6,149	Plaza Del Sol	Regional Mall	SITE Centers	Bayamon	PR	United States	Yes
5,033	Kahala Mall	Regional Mall	MMI Realty	Honolulu	HI	United States	Yes
5,836	Ashley Park	Lifestyle	Bayer Properties	Newnan	GA	United States	Yes
3,226	Galleria Dallas	Regional Mall	Trademark	Dallas	TX	United States	Yes
2,540	Georgian Mall	Regional Mall	RioCan	Barrie	ON	Canada	Yes
6,420	Branson Landing	Lifestyle	Branson Landing	Branson	MO	United States	Yes
6,633	Dulles Town Center	Regional Mall	Lerner	Dulles	VA	United States	Yes
6,359	The Gardens Mall	Regional Mall	Forbes Cohen	Palm Beach Gardens	FL	United States	Yes
5,543	Cross County Shopping Center	Regional Mall	Marx Realty	Yonkers	NY	United States	Yes
5,583	La Palmera	Regional Mall	Trademark	Corpus Christi	TX	United States	Yes
6,064	Algonquin Commons	Lifestyle	Mid America	Algonquin	IL	United States	Yes
5,073	Outlet Shoppes At Atlanta	Outlet	Horizon Group	Woodstock	GA	United States	Yes
2,541	Southcentre Mall	Regional Mall	Oxford	Calgary	AB	Canada	Yes
5,315	West Park Mall	Regional Mall	Wilcox Savage	Cape Girardeau	MO	United States	Yes
2,582	Champlain Place Shopping Centre	Regional Mall	ain Place (Moncton) Limited P.	Dieppe	NB	Canada	Yes
5,554	Lacenterra At Cinco Ranch	Lifestyle	Poag Shopping Centers	Katy	TX	United States	Yes
5,491	University Mall	Regional Mall	Aronov	Tuscaloosa	AL	United States	Yes
5,522	Laguna Gateway Shopping Center	Strip Center	Pappas Investments	Elk Grove	CA	United States	Yes
5,684	University Mall	Regional Mall	Wilcox Savage	South Burlington	VT	United States	Yes
5,772	Central Mall	Regional Mall	4D Properties	Texarkana	TX	United States	Yes
6,458	Citrus Plaza	Strip Center	Redlands Joint Venture, LLC	Redlands	CA	United States	Yes
6,591	Hillside Village	Lifestyle	Prep PG	Cedar Hill	TX	United States	Yes
6,803	Brandon Mall	Regional Mall	th American Development Gr	Brandon	FL	United States	Yes
5,870	Southlake Mall	Regional Mall	City View Commercial	Morrow	GA	United States	Yes
6,415	Sherman Town Center	Strip Center	Newquest Properties	Sherman	TX	United States	Yes
3,825	Liberty Center	Lifestyle	Bayer Properties	Liberty Township	OH	United States	Yes
601	Downtown Summerlin	Lifestyle	Howard Hughes	Las Vegas	NV	United States	Yes
6,721	Las Catalinas	Regional Mall	Urban Edge	Caguas	PR	United States	Yes
5,671	Bel Air Mall	Regional Mall	4D Properties	Mobile	AL	United States	Yes
2,597	Willowbrook Mall	Regional Mall	QuadReal Property Group	Langley	BC	Canada	Yes
6,000	Valley Mall	Regional Mall	Centercal Prop	Union Gap	WA	United States	Yes
5,351	Legends Outlets	Outlet	Legacy Dev.	Kansas City	KS	United States	Yes
5,386	Music City Mall	Regional Mall	MCM Properties Ltd	Odessa	TX	United States	Yes
5,060	The Shoppes At Eastchase	Lifestyle	Crawford Square	Montgomery	AL	United States	Yes
6,827	Hillsdale Shopping Center	Regional Mall	Related	San Mateo	CA	United States	Yes
721	Ka Makana Ali'i	Strip Center	lei Hawaii Property Company	Kapolei	HI	United States	Yes
3,465	Macomb Mall Shopping Center	Regional Mall	Time Equities	Roseville	MI	United States	Yes
6,283	Memorial City Mall	Regional Mall	Edge Retail Partners	Houston	TX	United States	Yes
6,179	Plaza Las Americas	Regional Mall	Plaza Las Americas	San Juan	PR	United States	Yes
2,599	Avalon Mall	Regional Mall	Crombie	St. Johns	NL	Canada	Yes
6,408	Marketplace At River Park	Lifestyle	Lance-Kashian & Company	Fresno	CA	United States	Yes

2,567	Mayfair Shopping Centre	Regional Mall	Central Walk	Victoria	BC	Canada	Yes
5,595	Destin Commons	Lifestyle	Turnberry Associates	Destin	FL	United States	Yes
3,502	The Easton Town Center	Lifestyle	Steiner & Associates	Columbus	OH	United States	Yes
6,098	Plaza Del Caribe	Regional Mall	Plaza Las Americas	Ponce	PR	United States	Yes
6,754	The Mall At Millenia	Regional Mall	Forbes Taubman	Orlando	FL	United States	Yes
6,154	Serramonte Center	Regional Mall	Regency	Daly City	CA	United States	Yes
6,213	Eastview	Regional Mall	Wilmore	Victor	NY	United States	Yes
5,217	Dimond Center	Regional Mall	Dimond	Anchorage	AK	United States	Yes
6,734	Northpark Center	Regional Mall	NorthPark Partners LP	Dallas	TX	United States	Yes
6,425	Somerset Collection	Regional Mall	Forbes Cohen	Troy	MI	United States	Yes
6,448	Crabtree Valley Mall	Regional Mall	The Maley Co	Raleigh	NC	United States	Yes
5,101	Lakeside Shopping Center	Regional Mall	Feil	Metairie	LA	United States	Yes
5,146	West Acres Shopping Center	Regional Mall	West Acres Development	Fargo	ND	United States	Yes
5,205	Irvine Spectrum Center	Regional Mall	Irvine Company	Irvine	CA	United States	Yes
6,003	Staten Island Mall	Regional Mall	Brookfield	Staten Island	NY	United States	Yes
5,350	Southwest Plaza	Regional Mall	Brookfield	Littleton	CO	United States	Yes
8,007	Coronado Center	Regional Mall	Brookfield	Albuquerque	NM	United States	Yes
3,317	Southland Mall	Regional Mall	Brookfield	Hayward	CA	United States	Yes
3,223	The Mall In Columbia	Regional Mall	Brookfield	Columbia	MD	United States	Yes
8,009	Clackamas Town Center	Regional Mall	Brookfield	Happy Valley	OR	United States	Yes
3,433	Meadows Mall	Regional Mall	Brookfield	Las Vegas	NV	United States	Yes
5,793	Otay Ranch Town Center	Lifestyle	Brookfield	Chula Vista	CA	United States	Yes
6,350	Paramus Park	Regional Mall	Brookfield	Paramus	NJ	United States	Yes
3,415	Mall Of Louisiana	Regional Mall	Brookfield	Baton Rouge	LA	United States	Yes
619	Fairvie Pointe-Claire	Regional Mall	Cadillac Fairview	Pointe-Claire	QC	Canada	Yes
5,348	Ohio Valley Mall	Regional Mall	Cafaro	St. Clairsville	OH	United States	Yes
5,343	Sandusky Mall	Regional Mall	Cafaro	Sandusky	OH	United States	Yes
8,276	Oak Park Mall	Regional Mall	CBL	Overland Park	KS	United States	Yes
3,504	St. Clair Square	Regional Mall	CBL	Fairview Heights	IL	United States	Yes
5,244	Jefferson Mall	Regional Mall	CBL	Louisville	KY	United States	Yes
8,133	Pueblo Mall	Regional Mall	Centennial Real Estate	Pueblo	CO	United States	Yes
6,048	Northlake Mall	Regional Mall	Hull Property Group	Charlotte	NC	United States	Yes
2,718	Crossiron Mills	Regional Mall	Ivanhoe Cambridge / JLL	Rocky View	AB	Canada	Yes
5,359	Lindale Mall	Regional Mall	Kohan	Cedar Rapids	IA	United States	Yes
5,151	Southern Park Mall	Regional Mall	Kohan	Youngstown	OH	United States	Yes
5,334	Valley View Mall	Regional Mall	Kohan	La Crosse	WI	United States	Yes
6,517	Queens Center	Regional Mall	Macerich	Elmhurst	NY	United States	Yes
6,186	Kings Plaza Shopping Center	Regional Mall	Macerich	Brooklyn	NY	United States	Yes
1,873	Inland Center Mall	Regional Mall	Macerich	San Bernardino	CA	United States	Yes
6,386	Stonewood Center	Regional Mall	Macerich	Downey	CA	United States	Yes
3,561	Northpark	Regional Mall	Macerich	Davenport	IA	United States	Yes
8,107	Vintage Faire Mall	Regional Mall	Macerich	Modesto	CA	United States	Yes
2,544	Shoppers Mall	Regional Mall	Morguard	Brandon	MB	Canada	Yes
5,937	Westgate Mall	Regional Mall	Namdar	Spartanburg	SC	United States	Yes
6,288	West Valley Mall	Regional Mall	Namdar	Tracy	CA	United States	Yes
2,633	Quinte Mall	Regional Mall	Primaris	Belleville	ON	Canada	Yes
611	Dufferin Mall	Regional Mall	Primaris	Toronto	ON	Canada	Yes
2,685	Lansdowne Place	Regional Mall	Primaris	Peterborough	ON	Canada	Yes
618	Woodbury Commons	Outlet	Simon	Central Valley	NY	United States	Yes
609	Clarksburg Premium Outlets	Outlet	Simon	Clarksburg	MD	United States	Yes
612	San Francisco Premium Outlets	Outlet	Simon	Livermore	CA	United States	Yes
607	Pleasant Prairie Premium Outlets	Outlet	Simon	Pleasant Prairie	WI	United States	Yes
1,122	Woodfield Mall	Regional Mall	Simon	Schaumburg	IL	United States	Yes
3,776	Ocean County Mall	Regional Mall	Simon	Toms River	NJ	United States	Yes
3,790	Penn Square Mall	Regional Mall	Simon	OKLAHOMA CITY	OK	United States	Yes
6,634	Lee Premium Outlets	Outlet	Simon	Lee	MA	United States	Yes
3,338	Arizona Mills	Outlet	Simon	Tempe	AZ	United States	Yes
5,054	The Falls Shopping Center	Regional Mall	Simon	Miami	FL	United States	Yes
6,654	Premium Outlets Montreal	Outlet	Simon	Mirabel	QC	Canada	Yes
3,770	Menlo Park Mall	Regional Mall	Simon	Edison	NJ	United States	Yes
6,613	Petaluma Village Premium Outlets	Outlet	Simon	Petaluma	CA	United States	Yes
3,278	Woodland Hills	Regional Mall	Simon	Tulsa	OK	United States	Yes
8,639	La Plaza Mall	Regional Mall	Simon	McAllen	TX	United States	Yes
5,176	Tippecanoe Mall	Regional Mall	Simon	Lafayette	IN	United States	Yes
3,206	Gilroy Premium Outlets	Outlet	Simon	Gilroy	CA	United States	Yes
6,612	Camarillo Premium Outlets	Outlet	Simon	Camarillo	CA	United States	Yes
5,150	Philadelphia Premium Outlets	Outlet	Simon	Pottstown	PA	United States	Yes
3,858	Puerto Rico Premium Outlets	Regional Mall	Simon	Barceloneta	PR	United States	Yes
3,596	The Avenues	Regional Mall	Simon	Jacksonville	FL	United States	Yes
6,191	Florida Keys Outlet Center	Outlet	Simon	Florida City	FL	United States	Yes
6,084	Smith Haven Mall	Regional Mall	Simon	Lake Grove	NY	United States	Yes
6,645	North Bend Premium Outlets	Outlet	Simon	North Bend	WA	United States	Yes
3,645	Cordova Mall	Regional Mall	Simon	Pensacola	FL	United States	Yes
6,520	Santa Rosa Plaza	Regional Mall	Simon	Santa Rosa	CA	United States	Yes
6,631	Wrentham Village Premium Outlets	Outlet	Simon	Wrentham	MA	United States	Yes
6,071	Square One Mall	Regional Mall	Simon	Saugus	MA	United States	Yes
3,215	Brea Mall	Regional Mall	Simon	Brea	CA	United States	Yes
3,345	Wolfchase Galleria	Regional Mall	Simon	Memphis	TN	United States	Yes
6,361	Indiana Premium Outlets	Outlet	Simon	Edinburgh	IN	United States	Yes
5,795	St. Charles Towne Center	Regional Mall	Simon	Waldorf	MD	United States	Yes
3,638	Round Rock Premium Outlets	Outlet	Simon	Round Rock	TX	United States	Yes
5,369	Miami International Mall	Regional Mall	Simon	Miami	FL	United States	Yes

8,264	Greenwood Park Mall	Regional Mall	Simon	Greenwood	IN	United States	Yes
5,715	Rio Grande Valley Premium Outlets	Outlet	Simon	Mercedes	TX	United States	Yes
5,821	Tyrone Square	Regional Mall	Simon	St. Petersburg	FL	United States	Yes
5,191	Chicago Premium Outlets	Outlet	Simon	Aurora	IL	United States	Yes
6,351	Aurora Farms Premium Outlets	Outlet	Simon	Aurora	OH	United States	Yes
610	Phoenix Premium Outlets	Outlet	Simon	Phoenix	AZ	United States	Yes
8,624	Broadway Square Mall	Regional Mall	Simon	Tyler	TX	United States	Yes
6,987	Terrace At Florida Mall	Regional Mall	Simon	Orlando	FL	United States	Yes
6,132	Santa Rosa Plaza	Regional Mall	Simon	Santa Rosa	CA	United States	Yes
6,226	Vacaville Premium Outlets	Outlet	Simon	Vacaville	CA	United States	Yes
6,629	Lighthouse Premium Outlets	Outlet	Simon	Michigan City	IN	United States	Yes
6,579	Alberville Premium Outlets	Outlet	Simon	Albertville	MN	United States	Yes
3,378	The Empire Mall	Regional Mall	Simon	Sioux Falls	SD	United States	Yes
6,878	The Crossings Premium Outlets	Outlet	Simon	Tannersville	PA	United States	Yes
5,373	Gulfport Premium Outlets	Outlet	Simon	Gulfport	MS	United States	Yes
3,134	Cincinnati Premium Outlets	Outlet	Simon	Monroe	OH	United States	Yes
3,573	Bay Park Square	Regional Mall	Simon	Green Bay	WI	United States	Yes
6,336	Coral Square	Regional Mall	Simon	Coral Springs	FL	United States	Yes
3,739	Columbia Mall	Regional Mall	Simon	Kennewick	WA	United States	Yes
8,629	Cielo Vista Mall	Regional Mall	Simon	El Paso	TX	United States	Yes
617	Las Vegas North Premium Outlets	Outlet	Simon	Las Vegas	NV	United States	Yes
8,380	Battlefield Mall	Regional Mall	Simon	Springfield	MO	United States	Yes
6,773	Orlando International Premium Outlets	Outlet	Simon	Orlando	FL	United States	Yes
5,650	Miller Hill Mall	Regional Mall	Simon	Duluth	MN	United States	Yes
6,691	Leesburg Premium Outlets	Outlet	Simon	Leesburg	VA	United States	Yes
6,389	Birch Run Premium Outlets	Outlet	Simon	Birch Run	MI	United States	Yes
6,578	Johnson Creek Outlet Center	Outlet	Simon	Johnson Creek	WI	United States	Yes
5,065	Merrimack Premium Outlets	Outlet	Simon	Merrimack	NH	United States	Yes
6,651	Premium Outlet Collection	Outlet	Simon	Leduc	AB	Canada	Yes
3,725	Tacoma Mall	Regional Mall	Simon	Tacoma	WA	United States	Yes
3,426	Orland Square Shopping Center	Regional Mall	Simon	Orland Park	IL	United States	Yes
6,884	Las Americas Premium Outlets	Outlet	Simon	San Ysidro	CA	United States	Yes
6,587	Denver Premium Outlets	Outlet	Simon	Thornton	CO	United States	Yes
6,627	North Georgia Premium Outlets	Outlet	Simon	Dawsonville	GA	United States	Yes
5,727	Newport Centre	Regional Mall	Simon	Jersey City	NJ	United States	Yes
6,107	Quaker Bridge Mall	Regional Mall	Simon	Lawrenceville	NJ	United States	Yes
5,115	5th Avenue Mall	Regional Mall	Simon	Anchorage	AK	United States	Yes
6,967	Ocean County Mall	Regional Mall	Simon	Toms River	NJ	United States	Yes
5,320	Barton Creek Square Mall	Regional Mall	Simon	Austin	TX	United States	Yes
3,525	Towne East Square	Regional Mall	Simon	Wichita	KS	United States	Yes
8,595	Haywood Mall	Regional Mall	Simon	Greenville	SC	United States	Yes
3,602	Tippecanoe Mall	Regional Mall	Simon	Lafayette	IN	United States	Yes
8,607	West Town Mall	Regional Mall	Simon	Knoxville	TN	United States	Yes
6,788	Tucson Premium Outlets	Outlet	Simon	Tucson	AZ	United States	Yes
6,789	Kittery Premium Outlets	Outlet	Simon	Kittery	ME	United States	Yes
5,609	The Shops At Montebello	Regional Mall	Spinoso	Montebello	CA	United States	Yes
3,533	Solano Mall	Regional Mall	Spinoso	Fairfield	CA	United States	Yes
3,150	Outlet Center Deer Park	Outlet	Tanger	Deer Park	NY	United States	Yes
3,190	City Creek Center	Regional Mall	Taubman	Salt Lake City	UT	United States	Yes
6,766	Dolphin Mall	Outlet	Taubman	Miami	FL	United States	Yes
3,299	Sunvalley	Regional Mall	Taubman	Concord	CA	United States	Yes
6,791	Westfarms	Regional Mall	Taubman	Farmington	CT	United States	Yes
8,740	West Edmonton Mall	Regional Mall	Triple Five	EDMONTON	AB	Canada	Yes
3,274	West Shore Plaza	Regional Mall	WP	Tampa	FL	United States	Yes
8,487	The Mall At Fairfield Commons	Regional Mall	WP	Beavercreek	OH	United States	Yes
6,320	Oakridge Mall	Regional Mall	Westfield	San Jose	CA	United States	Yes
5,492	2267 Broadway	CBD	Dimucci	Manhattan	NY	United States	Yes
6,285	Queens Marketplace	Strip Center	Alexander Baldwin	Waikoloa	HI	United States	Yes
5,272	658 W. 181st Street	CBD	Ashkenazy Acquisition Group	New York	NY	United States	Yes
6,644	Five Points Plaza	Strip Center	SARM Five Points Plaza, LLC	Huntington Beach	CA	United States	Yes
5,181	Maplewood Mall	Regional Mall	Brookwood Capital Advisors	Maplewood	MN	United States	Yes
6,194	Westland Mall	Regional Mall	Starwood	Hialeah	FL	United States	Yes
5,074	Station Park	Lifestyle	Centercal Prop	Farmington	UT	United States	Yes
5,531	Monte Vista Crossings	Strip Center	Shopcore	Turlock	CA	United States	Yes
2,534	Woodgrove Center	Regional Mall	Central Walk	Nanaimo	BC	Canada	Yes
8,753	Woodgrove Center	Regional Mall	Central Walk	Nanaimo	BC	Canada	Yes
8,280	West Ridge Mall	Regional Mall	Dream Big Partners, LLC	Topeka	KS	United States	Yes
3,577	Dimond Center	Regional Mall	Dimond	Anchorage	AK	United States	Yes
6,801	American Dream - 6801	Regional Mall	Triple Five Group	East Rutherford	NJ	United States	Yes
6,802	489 Fulton Street		Plaza Circle Enterprises LLC	Brooklyn	NY	United States	Yes
8,042	Galleria At Tyler	Regional Mall	Brookfield	Riverside	CA	United States	Yes
5,062	Westlake Center	Regional Mall	Brookfield	Seattle	WA	United States	Yes
5,586	Newpark Mall	Regional Mall	Brookfield	Newark	CA	United States	Yes
5,615	Trumbull Mall	Regional Mall	Namdar	Trumbull	CT	United States	Yes
6,263	Palms Crossing	Strip Center	WP	Mc Allen	TX	United States	Yes
5,623	Del Monte Center	Regional Mall	American Assets (2)	Monterey	CA	United States	Yes
5,746	Kennedy Mall	Regional Mall	Cafaro	Dubuque	IA	United States	Yes
5,970	Oak View Mall	Regional Mall	4D Properties	Omaha	NE	United States	Yes
5,614	Hawthorn Mall	Regional Mall	Centennial Real Estate	Vernon Hills	IL	United States	Yes
6,684	Northtown Mall	Regional Mall	4D Properties	Blaine	MN	United States	Yes
6,883	Bowie Town Center	Regional Mall	WP	Bowie	MD	United States	Yes
6,087	Fashion Square Mall	Regional Mall	Summit	Saginaw	MI	United States	Yes

8,100	Valley Plaza Mall	Regional Mall	Brookfield	Bakersfield	CA	United States	Yes
8,205	Prince Kuhio Plaza	Regional Mall	Brookfield	Hilo	HI	United States	Yes
6,225	Central Mall	Regional Mall	4D Properties	Port Arthur	TX	United States	Yes
8,075	The Shoppes At Carlsbad	Regional Mall	Brookfield	Carlsbad	CA	United States	Yes
5,419	Westland Mall	Regional Mall	4D Properties	W Burlington	IA	United States	Yes
5,544	Foothills Mall	Regional Mall	Time Equities	Maryville	TN	United States	Yes
6,042	Valley Fair Mall	Regional Mall	Vestar	West Valley City	UT	United States	Yes
8,496	Great Lakes Mall	Regional Mall	WP	Mentor	OH	United States	Yes
8,110	Arden Fair	Regional Mall	Centennial Real Estate	Sacramento	CA	United States	Yes
3,747	University Town Center	Regional Mall	Taubman	Sarasota	FL	United States	Yes
5,129	Yorktown Center	Regional Mall	Pacific Retail Partners	Lombard	IL	United States	Yes
2,640	Devonshire Mall	Regional Mall	Primaris	Windsor	ON	Canada	Yes
3,567	Twelve Oaks Mall	Regional Mall	Taubman	#N/A	MI	United States	Yes
2,626	Northgate Shopping Centre	Regional Mall	Morguard	North Bay	ON	Canada	Yes
2,666	Cambridge Centre	Regional Mall	Morguard	Cambridge	ON	Canada	Yes
3,318	Cottonwood Mall	Regional Mall	Spinoso	Albuquerque	NM	United States	Yes
2,547	The Mall At Lawson Heights	Regional Mall	Morguard	Saskatoon	SK	Canada	Yes

Exhibit 2

Cure Costs

Landlord Counterparty	Lease Description	Property Address	Debtor Party	Proposed Cure Amount (Local Currency)
1 JONES LANG LASALLE AMERICAS, INC.	STORE LEASE NUMBER 6923 LOCATED AT EDEN PRAIRIE CENTER	8251 FLYING CLOUD DRIVE, SUITE# 2178 EDEN PRAIRIE, MINNESOTA 55344	CLAIRE'S BOUTIQUES, INC.	3,457
168TH AND DODGE LP	STORE LEASE NUMBER 5749 LOCATED AT VILLAGE POINTE	17305 DAVENPORT STREET, SUITE #Q2 OMAHA, NEBRASKA 68118	CLAIRE'S BOUTIQUES, INC.	76
1ST COMMERCIAL REALTY GROUP INC	STORE LEASE NUMBER 5035 LOCATED AT PINE RIDGE MARKETPLACE	3250 GATEWAY BLVD, SUITE #1046 PRESCOTT, ARIZONA 86303	CLAIRE'S BOUTIQUES, INC.	4,132
2259 TOWN CIRCLE HOLDINGS, LLC	STORE LEASE NUMBER 6038 LOCATED AT MORENO VALLEY AT TOWNGATE	22500 TOWNGATE CIRCLE, SUITE #1165 MORENO VALLEY, CALIFORNIA 92553	CLAIRE'S BOUTIQUES, INC.	5,261
250 WOODBRIDGE CENTER DRIVE LLC	STORE LEASE NUMBER 6530 LOCATED AT WOODBRIDGE CENTER	413 WOODBRIDGE CENTER DRIVE, SUITE #2095 WOODBRIDGE, NEW JERSEY 07095	CLAIRE'S BOUTIQUES, INC.	-
2601 DAWSON ROAD - 10072905 LLC	STORE LEASE NUMBER 5754 LOCATED AT ALBANY MALL	2601 DAWSON ROAD, SUITE #E48 ALBANY, GEORGIA 31707	CLAIRE'S BOUTIQUES, INC.	8,846
3101 NORTHWEST TARGET, LLC	STORE LEASE NUMBER 6449 LOCATED AT NORTHWEST PROMENADE	9360 ROSEDALE HIGHWAY, SUITE B, BAKERSFIELD, CALIFORNIA 93312	CLAIRE'S BOUTIQUES, INC.	13,394
380 & 289, LP	STORE LEASE NUMBER 740 LOCATED AT GATES OF PROSPER	905 SOUTH PRESTON ROAD, SUITE# 905 PROSPER, TEXAS 75078	CLAIRE'S BOUTIQUES, INC.	5,343
4250 BROADWAY RETAIL OWNERS, LLC	STORE LEASE NUMBER 5272 LOCATED AT 658 W. 181ST STREET BUSINESS DISTRICT	658 W 181ST STREET, SUITE #6 & 7 NEW YORK, NEW YORK 10033	CLAIRE'S BOUTIQUES, INC.	39,262
4TH DIMENSION PROPERTIES LLC	STORE LEASE NUMBER 5256 LOCATED AT WYOMING VALLEY MALL	29 WYOMING VALLEY MALL, SUITE #736 WILKES BARRE, PENNSYLVANIA 18702	CLAIRE'S BOUTIQUES, INC.	40,024
5060 MONTCLAIR PLAZA LANE OWNER, LLC	STORE LEASE NUMBER 6117 LOCATED AT MONTCLAIR PLACE	5167 MONTCLAIR PLAZA LANE, SUITE #5167 MONTCLAIR, CALIFORNIA 91763	CLAIRE'S BOUTIQUES, INC.	16,072
6800 EASTMAN AVENUE, LLC	STORE LEASE NUMBER 5935 LOCATED AT MIDLAND MALL	6800 EASTMAN AVE, SUITE #E-556A MIDLAND, MICHIGAN 48640	CLAIRE'S BOUTIQUES, INC.	3,033
A & B PROPERTIES HAWAII LLC	STORE LEASE NUMBER 6285 LOCATED AT QUEENS MARKETPLACE	201 WAIKOLOA BEACH DRIVE, SUITE #J5 WAIKOLOA, HAWAII 96738	CLAIRE'S BOUTIQUES, INC.	22,621
ACADANIA MALL LLC	STORE LEASE NUMBER 3398 LOCATED AT MALL OF ACADIANA	5725 JOHNSTON STREET, SUITE #C-151 LAFAYETTE, LOUISIANA 70503	CLAIRE'S BOUTIQUES, INC.	18,956
AIM STRATEGIES LLC	STORE LEASE NUMBER 5702 LOCATED AT WEST RIDGE MALL	1801 S.W. WANAMAKER RD., SUITE #E70 TOPEKA, KANSAS 66604	CLAIRE'S BOUTIQUES, INC.	2,243
AIM STRATEGIES LLC	STORE LEASE NUMBER 8280 LOCATED AT WEST RIDGE MALL	1801 SW WANAMAKER ROAD, SUITE #E-3C TOPEKA, KANSAS 66604	CLAIRE'S BOUTIQUES, INC.	3,204
ALEXANDRIA MAIN MALL LLC	STORE LEASE NUMBER 5546 LOCATED AT ALEXANDRIA MALL	3437 MASONIC DRIVE, SUITE #1486 ALEXANDRIA, LOUISIANA 71301	CLAIRE'S BOUTIQUES, INC.	16,048
ALGONQUIN I, LLC	STORE LEASE NUMBER 6064 LOCATED AT ALGONQUIN COMMONS	1728S RANDALL RD, SUITE #14 ALGONQUIN, ILLINOIS 60102	CLAIRE'S BOUTIQUES, INC.	-
AMARILLO MALL LLC	STORE LEASE NUMBER 3522 LOCATED AT WESTGATE MALL	7701 140 W, SUITE #620 AMARILLO, TEXAS 79121	CLAIRE'S BOUTIQUES, INC.	17,746
AMEREAM LLC	STORE LEASE NUMBER 6801 LOCATED AT AMERICAN DREAM	ONE AMERICA DREAM WAY, SUITE B-102 EAST RUTHERFORD, NEW JERSEY 07073	CLAIRE'S BOUTIQUES, INC.	35,749
ANDREW D. GUMBERG, TRUSTEE	STORE LEASE NUMBER 6602 LOCATED AT CORAL RIDGE MALL	3200 N. FEDERAL HWY, SUITE #602 FT LAUDERDALE, FLORIDA 33306	CLAIRE'S BOUTIQUES, INC.	12,632
ANREM CORPORATION	STORE LEASE NUMBER 5255 LOCATED AT EDGEWATER MALL	2600 BEACH BLVD, SUITE #42 BILOXI, MISSISSIPPI 39531	CLAIRE'S BOUTIQUES, INC.	12,195
ANTELOPE VALLEY SHOP, LLC	STORE LEASE NUMBER 1943 LOCATED AT ANTELOPE VALLEY MALL	1233 W. AVENUE F, SUITE# 123 PALMDALE, CALIFORNIA 93551	CLAIRE'S BOUTIQUES, INC.	33,062
ARDEN FAIR ASSOCIATES L.P.	STORE LEASE NUMBER 6294 LOCATED AT ARDEN FAIR	1689 ARDEN W AT SUITE #E124 SACRAMENTO, CALIFORNIA 95815	CLAIRE'S BOUTIQUES, INC.	34,168
ARNALL GOLDEN GREGORY LLP	STORE LEASE NUMBER 5609 LOCATED AT THE SHOPS AT MONTEBELLO	2039 MONTEBELLO TOWN CENTER, SUITE #DU12 MONTEBELLO, CALIFORNIA 90640	CLAIRE'S BOUTIQUES, INC.	21,399
ARNOT MALL	STORE LEASE NUMBER 5300 LOCATED AT ARNOT MALL	3300 CHAMBERS ROAD, SUITE #C-16 HORSEHEADS, NEW YORK 14845	CLAIRE'S BOUTIQUES, INC.	7,645
ASHLEY PARK PROPERTY OWNER LLC	STORE LEASE NUMBER 5836 LOCATED AT ASHLEY PARK	330 NEWMAN CROSSING BYPASS, SUITE #330 NEWNAN, GEORGIA 30152	CLAIRE'S BOUTIQUES, INC.	10,116
ATC INVESTORS, LP	STORE LEASE NUMBER 3263 LOCATED AT ALLIANCE TOWN CENTER	2914 SAGE MEADOW TRAIL, SUITE #2914 FORT WORTH, TEXAS 76177	CLAIRE'S BOUTIQUES, INC.	8,885
ATLANTA OUTLET SHOPPES CMBS, LLC	STORE LEASE NUMBER 5073 LOCATED AT THE OUTLET SHOPPES AT ATLANTA	175 AT RIDGEWALK PKWY, SUITE #E505 WOODSTOCK, GEORGIA 30188	CLAIRE'S BOUTIQUES, INC.	18,478
ATLAS VI1 CP CARSON LLC	STORE LEASE NUMBER 5203 LOCATED AT SOUTH BAY PAVILION	20700 S AVALON, SUITE #E23 CARSON, CALIFORNIA 90746	CLAIRE'S BOUTIQUES, INC.	15,048
AUBURN MALL, LLC	STORE LEASE NUMBER 5425 LOCATED AT AUBURN MALL	162755 OPPELIKA ROAD, SUITE #51 AUBURN, ALABAMA 36830	CLAIRE'S BOUTIQUES, INC.	11,340
AVISON YOUNG - ATLANTA, LLC	STORE LEASE NUMBER 3147 LOCATED AT OKC OUTLETS	7638 W. RENO AVE, SUITE #E523 OKLAHOMA CITY, OKLAHOMA 73128	CLAIRE'S BOUTIQUES, INC.	14,009
B10 MOUNTAIN B OC LP	STORE LEASE NUMBER 6644 LOCATED AT FIVE POINTS PLAZA	18583 MAIN STREET, SUITE# N/A HUNTINGTON BEACH, CALIFORNIA 92648	CLAIRE'S BOUTIQUES, INC.	19,480
B33 YUMA PALMS III LLC	STORE LEASE NUMBER 5611 LOCATED AT YUMA PALMS	1313 SOUTH YUMA PALMS PKWY, SUITE #C3 YUMA, ARIZONA 85364	CLAIRE'S BOUTIQUES, INC.	11,761
BANGOR MALL REALTY LLC, BANGOR CH LLC, AND BANGOR NASSIM LLC	STORE LEASE NUMBER 5963 LOCATED AT BANGOR MALL	663 STILLWATER RD, SUITE# 1153 BANGOR, MAINE 04401	CLAIRE'S BOUTIQUES, INC.	19,479
BARNES CROSSING	STORE LEASE NUMBER 5819 LOCATED AT THE MALL AT BARNES CROSSING	1001 BARNES CROSSING RD, SUITE #323 TUPELO, MISSISSIPPI 38804	CLAIRE'S BOUTIQUES, INC.	16,397
BASSETT CENTER	STORE LEASE NUMBER 5868 LOCATED AT BASSETT CENTER	10-K BASSETT CENTER, SUITE #515 EL PASO, TEXAS 79925	CLAIRE'S BOUTIQUES, INC.	3,617
BAYSIDE MARKETPLACE LLC	STORE LEASE NUMBER 5526 LOCATED AT BAYSIDE MARKETPLACE	401 BISCAYNE BLVD & NE 4TH ST, SUITE# S135 MIAMI, FLORIDA 33132	CLAIRE'S BOUTIQUES, INC.	43,232
BDG DEER PARK ASSOCIATES, LLC	STORE LEASE NUMBER 3150 LOCATED AT TANGER OUTLETS DEER PARK	1550 THE ARCHES CIRCLE, SUITE #1550 DEER PARK, NEW YORK 11729	CLAIRE'S BOUTIQUES, INC.	29,095
BEL AIR MALL	STORE LEASE NUMBER 5671 LOCATED AT BEL AIR MALL	3464 BEL AIR MALL, SUITE #G0006A MOBILE, ALABAMA 36606	CLAIRE'S BOUTIQUES, INC.	17,288
BELLEVUE SQUARE LLC	STORE LEASE NUMBER 6747 LOCATED AT BELLEVUE SQUARE	158 BELLEVUE SQUARE, BELLEVUE, WASHINGTON 98004	CLAIRE'S BOUTIQUES, INC.	29,067
BELLIS FAIR MALL TERRITORIES LLC	STORE LEASE NUMBER 5732 LOCATED AT BELLIS FAIR	1 BELLIS FAIR PARKWAY, SUITE #0222 BELLINGHAM, WASHINGTON 98226	CLAIRE'S BOUTIQUES, INC.	16,288
BERKELEY MALL, LLC	STORE LEASE NUMBER 6467 LOCATED AT BERKELEY MALL	613K BERKELEY BLVD, SUITE# P7A/B GOLDSBORO, NORTH CAROLINA 27534	CLAIRE'S BOUTIQUES, INC.	6,301
BERKSHIRE PA HOLDINGS LLC	STORE LEASE NUMBER 5707 LOCATED AT BERKSHIRE	1665 BERN RD, SUITE #140 WYOMISSING, PENNSYLVANIA 19610	CLAIRE'S BOUTIQUES, INC.	16,967
BIG APPLE CORP.	STORE LEASE NUMBER 5492 LOCATED AT 2677 BROADWAY BUSINESS DISTRICT	2267 BROADWAY, SUITE #687 MANHATTAN, NEW YORK 10024	CLAIRE'S BOUTIQUES, INC.	82,466
BLOCK & COMPANY, INC	STORE LEASE NUMBER 733 LOCATED AT LIBERTY COMMONS	109 S STEWARD ROAD, SUITE 109 LIBERTY, MISSOURI 64068	CLAIRE'S BOUTIQUES, INC.	5,290
BLOOMFIELD HOLDINGS, LLC	STORE LEASE NUMBER 5390 LOCATED AT THE OUTLETS OF MISSISSIPPI	200 BASS PRO DRIVE, SUITE #445 PEARL, MISSISSIPPI 39208	CLAIRE'S BOUTIQUES, INC.	13,106
BLUEGRASS OUTLET SHOPPES CMBS 2024 LLC	STORE LEASE NUMBER 3528 LOCATED AT THE OUTLET SHOPPES OF THE BLUEGRASS	1155 BUCK CREEK ROAD, SUITE #E-512 SIMPSONVILLE, KENTUCKY 40067	CLAIRE'S BOUTIQUES, INC.	13,619
BOYNTON BEACH MALL	STORE LEASE NUMBER 6274 LOCATED AT BOYNTON BEACH MALL	801 N. CONGRESS AVE., SUITE #747 BOYNTON BEACH, FLORIDA 33426	CLAIRE'S BOUTIQUES, INC.	-
BRADLEY SQUARE MALL	STORE LEASE NUMBER 5890 LOCATED AT BRADLEY SQUARE MALL	200 NW PAUL HUFF HWY., SUITE #219 CLEVELAND, TENNESSEE 37312	CLAIRE'S BOUTIQUES, INC.	4,534
BRANDON (TAMPA) LP	STORE LEASE NUMBER 6803 LOCATED AT BRANDON EXCHANGE	639 BRANDON TOWN CTR, SUITE #639 BRANDON, FLORIDA 33511	CLAIRE'S BOUTIQUES, INC.	33,809
BRE/PEARLRIDGE, LLC	STORE LEASE NUMBER 6614 LOCATED AT PEARLRIDGE CENTER 1 UPTOWN	98-1005 MOANALUA ROAD, SUITE #23-06B AIEA, HAWAII 96701	CLAIRE'S BOUTIQUES, INC.	57,650
BRFH HILLSBORO, LLC	STORE LEASE NUMBER 5696 LOCATED AT STREETS AT TANASBOURNE	2385 NE ALLIE AVE, SUITE #954 HILLSBORO, OREGON 97124	CLAIRE'S BOUTIQUES, INC.	17,036
BRIDGEWATER FALLS STATION LLC	STORE LEASE NUMBER 6230 LOCATED AT BRIDGEWATER FALLS	3423 PRINCETON ROAD, SUITE #L-129 HAMILTON, OHIO 45011	CLAIRE'S BOUTIQUES, INC.	-
BRIXTON ROGUE, LLC	STORE LEASE NUMBER 5557 LOCATED AT ROGUE VALLEY MALL	1600 N. RIVERSIDE, SUITE #1106 MEDFORD, OREGON 97501	CLAIRE'S BOUTIQUES, INC.	2,710
BROADSTONE LAND, LLC	STORE LEASE NUMBER 3254 LOCATED AT PALLADIO AT BROADSTONE	300 PALLADIO PARKWAY, SUITE #2053 FOLSOM, CALIFORNIA 95630	CLAIRE'S BOUTIQUES, INC.	8,041
BROADWAY AT THE BEACH	STORE LEASE NUMBER 3330 LOCATED AT BROADWAY AT THE BEACH	1210 CELEBRITY CIRCLE, SUITE #204 MYRTLE BEACH, SOUTH CAROLINA 29577	CLAIRE'S BOUTIQUES, INC.	14,947
BROOKWOOD CAPITAL PARTNERS LLC	STORE LEASE NUMBER 5181 LOCATED AT MAPLEWOOD MALL	3001 WHITE BEAR AVE N, SUITE #2050A MAPLEWOOD, MINNESOTA 55109	CLAIRE'S BOUTIQUES, INC.	24,939
BUCKLAND REALTY LLC	STORE LEASE NUMBER 5832 LOCATED AT THE SHOPPES AT BUCKLAND HILLS	194 BUCKLAND HILLS DR, SUITE #1162 MANCHESTER, CONNECTICUT 06040	CLAIRE'S BOUTIQUES, INC.	15,446
BURBANK TOWN CENTER	STORE LEASE NUMBER 6390 LOCATED AT BURBANK TOWN CENTER	201 E MAGNOLIA, SUITE #240 BURBANK, CALIFORNIA 91501	CLAIRE'S BOUTIQUES, INC.	-
BURLESON GATEWAY STATION LIMITED PARTNERSHIP	STORE LEASE NUMBER 5287 LOCATED AT GATEWAY STATION	1169 N BURLESON BLVD, SUITE #105 BURLESON, TEXAS 76028	CLAIRE'S BOUTIQUES, INC.	7,064
BURLINGTON U MALL OWNER LLC	STORE LEASE NUMBER 5684 LOCATED AT UNIVERSITY MALL	155 DORSET STREET, SUITE #D-11 SOUTH BURLINGTON, VERMONT 05403	CLAIRE'S BOUTIQUES, INC.	14,740
C T CENTER S.C., L.P.	STORE LEASE NUMBER 6289 LOCATED AT CYPRESS TOWNE CENTER	25905 NW FREEWAY, SUITE# 1086 CYPRESS, TEXAS 77429	CLAIRE'S BOUTIQUES, INC.	11,797
C.F. SMITH PROPERTY GROUP	STORE LEASE NUMBER 5688 LOCATED AT PINE CREST PLAZA	23 PINE CREST PLAZA, SUITE #C-3 SOUTHERN PINES, NORTH CAROLINA 28387	CLAIRE'S BOUTIQUES, INC.	9,914
CO NEWQUEST PROPERTIES	STORE LEASE NUMBER 6738 LOCATED AT BRAZOS TOWN CENTER	24110 COMMERCIAL DRIVE, SUITE# 44 ROSENBERG, TEXAS 77471	CLAIRE'S BOUTIQUES, INC.	13,429
CAROLINA MALL, LLC	STORE LEASE NUMBER 6742 LOCATED AT CAROLINA MALL	1480 US HIGHWAY 29 NORTH, SUITE #108 CONCORD, NORTH CAROLINA 28025	CLAIRE'S BOUTIQUES, INC.	-
CAUSEWAY LLC	STORE LEASE NUMBER 5101 LOCATED AT LAKESIDE SHOPPING CENTER	3301 VETERANS MEMORIAL BLVD, SUITE #100 METAIRIE, LOUISIANA 70002	CLAIRE'S BOUTIQUES, INC.	30,841
CBL & ASSOCIATES MANAGMENT, INC.	STORE LEASE NUMBER 5244 LOCATED AT JEFFERSON MALL	4801 OUTERLOOP RD, SUITE #B-316 LOUISVILLE, KENTUCKY 40219	CLAIRE'S BOUTIQUES, INC.	-
CBL & ASSOCIATES MANAGEMENT INC	STORE LEASE NUMBER 5415 LOCATED AT PADDOCK MALL	3100 COLLEGE ROAD, SUITE# 124 OCALA, FLORIDA 34474	CLAIRE'S BOUTIQUES, INC.	21,724

Landlord Counterparty	Lease Description	Property Address	Debtor Party	Proposed Cure Amount (Local Currency)
CBL & ASSOCIATES MANAGEMENT INC	STORE LEASE NUMBER 5450 LOCATED AT MESA MALL	2424 US HIGHWAY 6 & 50, SUITE #200A GRAND JUNCTION, COLORADO 81505	CLAIRE'S BOUTIQUES, INC.	23,826
CBL & ASSOCIATES MANAGEMENT INC	STORE LEASE NUMBER 5798 LOCATED AT ASHLAND TOWN CENTER	500 WINCHESTER AVE., SUITE #568 ASHLAND, KENTUCKY 41105	CLAIRE'S BOUTIQUES, INC.	20,745
CBL & ASSOCIATES MANAGEMENT, INC.	STORE LEASE NUMBER 3333 LOCATED AT PEARLAND TOWN CENTER	11200 BROADWAY STREET, SUITE #160 PEARLAND, TEXAS 77584	CLAIRE'S BOUTIQUES, INC.	15,745
CBL & ASSOCIATES MANAGEMENT, INC.	STORE LEASE NUMBER 3452 LOCATED AT FRIENDLY CENTER	634 FRIENDLY SHOPPING CTR RD., SUITE #105 GREENSBORO, NORTH CAROLINA 27408	CLAIRE'S BOUTIQUES, INC.	16,782
CBL & ASSOCIATES MANAGEMENT, INC.	STORE LEASE NUMBER 5083 LOCATED AT PARKWAY PLACE MALL	2801 MEMORIAL PARKWAY SOUTH, SUITE #272A HUNTSVILLE, ALABAMA 35801	CLAIRE'S BOUTIQUES, INC.	13,909
CBL & ASSOCIATES MANAGEMENT, INC.	STORE LEASE NUMBER 5138 LOCATED AT COOLSPRINGS GALLERIA	1800 GALLERIA BLVD, SUITE #5060 FRANKLIN, TENNESSEE 37067	CLAIRE'S BOUTIQUES, INC.	31,579
CBL & ASSOCIATES MANAGEMENT, INC.	STORE LEASE NUMBER 5200 LOCATED AT WEST COUNTY CENTER	80 WEST COUNTY CENTER DRIVE, SUITE #2205 DES PERES, MISSOURI 63131	CLAIRE'S BOUTIQUES, INC.	16,801
CBL & ASSOCIATES MANAGEMENT, INC.	STORE LEASE NUMBER 5265 LOCATED AT RICHLAND MALL	6601 W. WACO DRIVE, SUITE# 016B WACO, TEXAS 76710	CLAIRE'S BOUTIQUES, INC.	14,226
CBL & ASSOCIATES MANAGEMENT, INC.	STORE LEASE NUMBER 5278 LOCATED AT DAKOTA SQUARE MALL	2400 10TH ST. S.W., SUITE #412 MINOT, NORTH DAKOTA 58701	CLAIRE'S BOUTIQUES, INC.	-
CBL & ASSOCIATES MANAGEMENT, INC.	STORE LEASE NUMBER 5280 LOCATED AT KIRKWOOD MALL	832 KIRKWOOD PLAZA SHOPP. CTR., SUITE #295 BISMARCK, NORTH DAKOTA 58504	CLAIRE'S BOUTIQUES, INC.	12,423
CBL & ASSOCIATES MANAGEMENT, INC.	STORE LEASE NUMBER 5285 LOCATED AT SOUTH COUNTY CENTER	303 SOUTH COUNTY CENTER, SUITE #303 ST. LOUIS, MISSOURI 63129	CLAIRE'S BOUTIQUES, INC.	16,073
CBL & ASSOCIATES MANAGEMENT, INC.	STORE LEASE NUMBER 5353 LOCATED AT FAYETTE MALL	3401 NICHOLASVILLE RD., SUITE #G716 LEXINGTON, KENTUCKY 40503	CLAIRE'S BOUTIQUES, INC.	20,487
CBL & ASSOCIATES MANAGEMENT, INC.	STORE LEASE NUMBER 5388 LOCATED AT COASTAL GRAND MALL	2000 COASTAL GRAND CIRCLE, SUITE #225/230 MYRTLE BEACH, SOUTH CAROLINA 29577	CLAIRE'S BOUTIQUES, INC.	34,478
CBL & ASSOCIATES MANAGEMENT, INC.	STORE LEASE NUMBER 5424 LOCATED AT EAST TOWNE MALL	70 EAST TOWNE MALL, SUITE# C317 MADISON, WISCONSIN 53704	CLAIRE'S BOUTIQUES, INC.	4,718
CBL & ASSOCIATES MANAGEMENT, INC.	STORE LEASE NUMBER 5431 LOCATED AT VALLEY VIEW-ROANOKE	4802 VALLEY VIEW BLVD N.W., SUITE# UF-278 ROANOKE, VIRGINIA 24012	CLAIRE'S BOUTIQUES, INC.	11,420
CBL & ASSOCIATES MANAGEMENT, INC.	STORE LEASE NUMBER 5457 LOCATED AT NORTHWOODS	2150 NORTHWOODS BLVD, SUITE# J-720 N CHARLESTON, SOUTH CAROLINA 29406	CLAIRE'S BOUTIQUES, INC.	7,696
CBL & ASSOCIATES MANAGEMENT, INC.	STORE LEASE NUMBER 5574 LOCATED AT HAMILTON PLACE	2100 HAMILTON PLACE BLVD, SUITE #206 CHATTANOOGA, TENNESSEE 37421	CLAIRE'S BOUTIQUES, INC.	13,636
CBL & ASSOCIATES MANAGEMENT, INC.	STORE LEASE NUMBER 5575 LOCATED AT MALL DEL NORTE	205 MALL DEL NORTE, SUITE# 142 LAREDO, TEXAS 78041	CLAIRE'S BOUTIQUES, INC.	18,368
CBL & ASSOCIATES MANAGEMENT, INC.	STORE LEASE NUMBER 5608 LOCATED AT NORTH PARK MALL	101 NORTH RANGELINE, SUITE# 234 JOPLIN, MISSOURI 64801	CLAIRE'S BOUTIQUES, INC.	13,547
CBL & ASSOCIATES MANAGEMENT, INC.	STORE LEASE NUMBER 5982 LOCATED AT SUNRISE	2370 N EXPRESSWAY, SUITE# 1082 BROWNSVILLE, TEXAS 77826	CLAIRE'S BOUTIQUES, INC.	6,095
CBL & ASSOCIATES MANAGEMENT, INC.	STORE LEASE NUMBER 6077 LOCATED AT SOUTHAVEN TOWNE CENTER	6554 TOWN CENTER LOOP, SUITE #930 SOUTHAVEN, MISSISSIPPI 38671	CLAIRE'S BOUTIQUES, INC.	9,333
CBL & ASSOCIATES MANAGEMENT, INC.	STORE LEASE NUMBER 6089 LOCATED AT TURTLE CREEK MALL	1000 TURTLE CREEK DRIVE, SUITE #50 HATTIESBURG, MISSISSIPPI 39402	CLAIRE'S BOUTIQUES, INC.	18,649
CBL & ASSOCIATES MANAGEMENT, INC.	STORE LEASE NUMBER 6278 LOCATED AT CROSS CREEK MALL	232 CROSS CREEK MALL, SUITE #TD-6 FAYETTEVILLE, NORTH CAROLINA 28303	CLAIRE'S BOUTIQUES, INC.	40,611
CBL & ASSOCIATES MANAGEMENT, INC.	STORE LEASE NUMBER 8276 LOCATED AT OAK PARK MALL	11409 W 95TH ST, SUITE #44 OVERLAND PARK, KANSAS 66214	CLAIRE'S BOUTIQUES, INC.	-
CBL & ASSOCIATES MANAGEMENT, INC.	STORE LEASE NUMBER 5174 LOCATED AT CHERRYVALE MALL	7200 HARRISON AVENUE, SUITE 9H-42B ROCKFORD, ILLINOIS 61112	CLAIRE'S BOUTIQUES, INC.	14,613
CBL & ASSOCIATES MANAGEMENT, INC.	STORE LEASE NUMBER 5242 LOCATED AT WESTMORELAND MALL	5256 ROUTE 30, SUITE #219 GREENSBURG, PENNSYLVANIA 15601	CLAIRE'S BOUTIQUES, INC.	11,226
CBL & ASSOCIATES MANAGEMENT, INC.	STORE LEASE NUMBER 1886 LOCATED AT MID RIVERS MALL	2012 MID RIVERS MALL, SUITE #1246 ST. PETERS, MISSOURI 63376	CLAIRE'S BOUTIQUES, INC.	11,420
CBL & ASSOCIATES MANAGEMENT, INC.	STORE LEASE NUMBER 3504 LOCATED AT ST. CLAIR SQUARE	163 ST CLAIR SQUARE, SUITE# 163 FAIRVIEW HEIGHTS, ILLINOIS 62208	CLAIRE'S BOUTIQUES, INC.	15,475
CBL & ASSOCIATES MANAGEMENT, INC.	STORE LEASE NUMBER 5761 LOCATED AT SOUTHPARK MALL	62 SOUTH PARK CIRCLE, SUITE# C-40 COLONIAL HEIGHTS, VIRGINIA 23834	CLAIRE'S BOUTIQUES, INC.	393
CBL & ASSOCIATES MANAGEMENT, INC.	STORE LEASE NUMBER 5889 LOCATED AT WEST TOWNE MALL	202 WEST TOWNE MALL, SUITE #C-80 MADISON, WISCONSIN 53719	CLAIRE'S BOUTIQUES, INC.	5,333
CBL & ASSOCIATES MANAGEMENT, INC.	STORE LEASE NUMBER 5920 LOCATED AT OLD HICKORY MALL	2021 N HIGHLAND, SUITE #A1A JACKSON, TENNESSEE 38305	CLAIRE'S BOUTIQUES, INC.	2,000
CBL & ASSOCIATES PROPERTIES, INC.	STORE LEASE NUMBER 5562 LOCATED AT FREMAUX TOWN CENTER	736 TOWN CENTER PARKWAY, SUITE #C600 SLIDELL, LOUISIANA 70458	CLAIRE'S BOUTIQUES, INC.	12,056
CBL & ASSOCIATES, INC.	STORE LEASE NUMBER 5478 LOCATED AT POST OAK MALL	1500 HARVEY ROAD, SUITE #6008 COLLEGE STATION, TEXAS 77840	CLAIRE'S BOUTIQUES, INC.	11,408
CBL SOUTHGATE MALL LLC	STORE LEASE NUMBER 5750 LOCATED AT SOUTHGATE MALL- MISSOULA	2901 BROOKS ST., SUITE #D-3 MISSOULA, MONTANA 59801	CLAIRE'S BOUTIQUES, INC.	19,546
CENTENNIAL REAL ESTATE MANAGEMENT, LLC	STORE LEASE NUMBER 5620 LOCATED AT NORTHBRIDGE MALL	466 NORTHBRIDGE MALL, SUITE# D12 SALINAS, CALIFORNIA 93906	CLAIRE'S BOUTIQUES, INC.	19,251
CENTRAL MALL TEXARKANA	STORE LEASE NUMBER 5772 LOCATED AT CENTRAL MALL	2000 RICHMOND RD, SUITE #93 TEXARKANA, TEXAS 75503	CLAIRE'S BOUTIQUES, INC.	9,490
CHAPEL HILLS REALTY LLC	STORE LEASE NUMBER 5331 LOCATED AT CHAPEL HILLS MALL	1710 BRIARGATE BLVD, SUITE #333 COLORADO SPRINGS, COLORADO 80920	CLAIRE'S BOUTIQUES, INC.	14,088
CHERRY HILL CENTER, LLC	STORE LEASE NUMBER 5534 LOCATED AT CHERRY HILL MALL	2000 ROUTE 38, SUITE #1430 CHERRY HILL, NEW JERSEY 08002	CLAIRE'S BOUTIQUES, INC.	21,866
CHICAGO RIDGE MALL	STORE LEASE NUMBER 5444 LOCATED AT CHICAGO RIDGE MALL	641 CHICAGO RIDGE MALL, SUITE #7K-16 CHICAGO RIDGE, ILLINOIS 60415	CLAIRE'S BOUTIQUES, INC.	8,937
CHICO MALL	STORE LEASE NUMBER 5722 LOCATED AT CHICO MALL	1950 E. 20TH ST., SUITE #C-315 CHICO, CALIFORNIA 95928	CLAIRE'S BOUTIQUES, INC.	13,930
CHINO DUNHILL, LLC	STORE LEASE NUMBER 6255 LOCATED AT THE SHOPPES AT CHINO HILLS	13865 CITY CENTER DRIVE, SUITE #3075 CHINO HILLS, CALIFORNIA 91709	CLAIRE'S BOUTIQUES, INC.	20,151
CINDY RODENHIZER	STORE LEASE NUMBER 1957 LOCATED AT MELBOURNE SQUARE	1700 W. NEW HAVEN AVE., SUITE #257A MELBOURNE, FLORIDA 32906	CLAIRE'S BOUTIQUES, INC.	20,055
CITRUS PARK MALL OWNER LLC	STORE LEASE NUMBER 6678 LOCATED AT CITRUS PARK TOWN CENTER	8135-A CITRUS PARK TOWN CENTER, SUITE #8135 TAMPA BAY, FLORIDA 33625	CLAIRE'S BOUTIQUES, INC.	11,552
COLLEGE SQUARE MALL ASSOCIATES, LLC	STORE LEASE NUMBER 5474 LOCATED AT COLLEGE SQUARE MALL CEDAR FALLS	1260 COLLEGE SQUARE MALL, SUITE #1260 CEDAR FALLS, IOWA 50613	CLAIRE'S BOUTIQUES, INC.	2,099
COLLEGE SQUARE TEI EQUITIES, LLC	STORE LEASE NUMBER 5690 LOCATED AT COLLEGE SQUARE	2550 EAST MORRIS BLVD., SUITE #29 MORRISTOWN, TENNESSEE 37813	CLAIRE'S BOUTIQUES, INC.	6,430
COLONY SQUARE MALL OWNER LLC	STORE LEASE NUMBER 5293 LOCATED AT COLONY SQUARE MALL	3575 N. MAPLE, SUITE #600 ZANESVILLE, OHIO 43701	CLAIRE'S BOUTIQUES, INC.	9,627
COLUMBIA GRAND FORKS, LLC	STORE LEASE NUMBER 6471 LOCATED AT COLUMBIA	2800 COLUMBIA RD., SUITE #437 GRAND FORKS, NORTH DAKOTA 58201	CLAIRE'S BOUTIQUES, INC.	9,185
COMM 2006-C8 SHAW AVENUE CLOVIS, LLC	STORE LEASE NUMBER 6202 LOCATED AT SIERRA VISTA MALL	1050 SHAW AVENUE, SUITE #A-15 CLOVIS, CALIFORNIA 93612	CLAIRE'S BOUTIQUES, INC.	8,495
COROC/LAKES REGION L.L.C.	STORE LEASE NUMBER 4853 LOCATED AT TANGER OUTLETS TILTON	120 LACONIA ROAD, SUITE #131 TILTON, NEW HAMPSHIRE 03276	CLAIRE'S BOUTIQUES, INC.	8,902
COROC/MYRTLE BEACH L.L.C.	STORE LEASE NUMBER 5112 LOCATED AT TANGER OUTLETS MYRTLE BEACH HWY 17	10843 KINGS ROAD, SUITE #660 MYRTLE BEACH, SOUTH CAROLINA 29572	CLAIRE'S BOUTIQUES, INC.	16,894
CP COMMERCIAL DELAWARE LLC	STORE LEASE NUMBER 3189 LOCATED AT CROCKER PARK	75 MAIN STREET, SUITE #1020 WESTLAKE, OHIO 44145	CLAIRE'S BOUTIQUES, INC.	18,999
CROSSROADS CENTER	STORE LEASE NUMBER 5122 LOCATED AT CROSSROADS	4201 DIVISION STREET, SUITE #B0011 ST.CLOUD, MINNESOTA 56301	CLAIRE'S BOUTIQUES, INC.	28,186
CT022 FORSYTH LLC	STORE LEASE NUMBER 6963 LOCATED AT THE COLLECTION AT FORSYTH	410 PEACHTREE PARKWAY, SUITE #148 CUMMINGS, GEORGIA 30041	CLAIRE'S BOUTIQUES, INC.	10,233
D MALL, LLC	STORE LEASE NUMBER 6091 LOCATED AT DUBLIN MALL	2005 VETERANS BOULEVARD, SUITE# A24 DUBLIN, GEORGIA 31021	CLAIRE'S BOUTIQUES, INC.	4,473
DALTON MALL, LLC	STORE LEASE NUMBER 5289 LOCATED AT DALTON MALL	816 WALNUT SQUARE BLVD, SUITE #46 DALTON, GEORGIA 30721	CLAIRE'S BOUTIQUES, INC.	5,179
DANVILLE MALL, LLC	STORE LEASE NUMBER 5384 LOCATED AT DANVILLE MALL	325 PIEDMONT DRIVE, SUITE #275 DANVILLE, VIRGINIA 24540	CLAIRE'S BOUTIQUES, INC.	5,829
DAVID L. LANSKY, ESQ.	STORE LEASE NUMBER 6268 LOCATED AT TEMPE MARKETPLACE	3000 E. RIO SALADO PKWY, SUITE #1233 TEMPE, ARIZONA 85281	CLAIRE'S BOUTIQUES, INC.	6,053
DAVID R FEINBERG, ESQ	STORE LEASE NUMBER 3465 LOCATED AT MACOMB MALL	32417 GRATOTT ROAD, SUITE #235 ROSEVILLE, MICHIGAN 48066	CLAIRE'S BOUTIQUES, INC.	13,760
DDR DEL SOL LLC; S.E.	STORE LEASE NUMBER 6149 LOCATED AT PLAZA DEL SOL	725 WEST MAIN STREET, SUITE #1580 BAYAMON, PUERTO RICO 00956	CLAIRE'S BOUTIQUES, INC.	11,198
DDR NORTE LLC S.E.	STORE LEASE NUMBER 6718 LOCATED AT PLAZA DEL NORTE	506 TRUNCADO STREET, UNIT #B118 HATILLO, PUERTO RICO 00659	CLAIRE'S BOUTIQUES, INC.	21,544
DEBARTOLO HOLDINGS LLC	STORE LEASE NUMBER 721 LOCATED AT KA MAKANA ALI	91-5431 KAPOLEI PARKWAY, SUITE #416 KAPOLEI, HAWAII 96707	CLAIRE'S BOUTIQUES, INC.	18,509
DIMOND CENTER HOLDINGS, LLC	STORE LEASE NUMBER 3577 LOCATED AT DIMOND CENTER	800 E. DIMOND BLVD, SUITE #125B ANCHORAGE, ALASKA 99515	CLAIRE'S BOUTIQUES, INC.	12,710
DIMOND CENTER HOLDINGS, LLC	STORE LEASE NUMBER 5217 LOCATED AT DIMOND CENTER	800 EAST DIMOND BLVD, SUITE# 173 ANCHORAGE, ALASKA 99515	CLAIRE'S BOUTIQUES, INC.	39,992
DONAHUE SCHRIBER REALTY GROUP, L.P.	STORE LEASE NUMBER 5226 LOCATED AT HEMET VALLEY MALL	2200 W. FLORIDA AVE., SUITE #D3 HEMET, CALIFORNIA 92345	CLAIRE'S BOUTIQUES, INC.	16,292
DOTRS LIMITED LIABILITY COMPANY	STORE LEASE NUMBER 6904 LOCATED AT MACEDONIA COMMONS	8210 MACEDONIA COMMONS BLVD, SUITE #4 MACEDONIA, OHIO 44056	CLAIRE'S BOUTIQUES, INC.	8,135
DROP-HIT LLC	STORE LEASE NUMBER 6094 LOCATED AT HILLTOP MALL	5003 2ND, SUITE #1617 KEARNY, NEBRASKA 68847	CLAIRE'S BOUTIQUES, INC.	6,386
EAGLE RIDGE MALL	STORE LEASE NUMBER 6371 LOCATED AT EAGLE RIDGE MALL	728 EAGLE RIDGE DRIVE, SUITE #412 LAKE WALES, FLORIDA 33853	CLAIRE'S BOUTIQUES, INC.	4,128
EASTGATE OH MALL LLC	STORE LEASE NUMBER 5288 LOCATED AT EASTGATE MALL	4601/540 EASTGATE BLVD, SUITE #556 CINCINNATI, OHIO 45245	CLAIRE'S BOUTIQUES, INC.	-
EASTRIDGE MALL	STORE LEASE NUMBER 5453 LOCATED AT EASTRIDGE-CASPER	601 SE WYOMING BLVD, SUITE #1302 CASPER, WYOMING 82609	CLAIRE'S BOUTIQUES, INC.	3,131
EASTRIDGE MANAGEMENT LLC	STORE LEASE NUMBER 6392 LOCATED AT EASTRIDGE MALL	2200 EASTRIDGE LOOP, SUITE #2043 SAN JOSE, CALIFORNIA 95129	CLAIRE'S BOUTIQUES, INC.	23,474
EASTVIEW MALL, LLC	STORE LEASE NUMBER 6213 LOCATED AT EASTVIEW MALL	301 EASTVIEW MALL, SUITE #G1 VICTOR, NEW YORK 14564	CLAIRE'S BOUTIQUES, INC.	13,624

Landlord Counterparty	Lease Description	Property Address	Debtor Party	Proposed Cure Amount (Local Currency)
ECP/TPB1, LLC	STORE LEASE NUMBER 5826 LOCATED AT YUBA SUTTER MARKETPLACE	1165 COLUSA AVE., SUITE #C320 YUBA CITY, CALIFORNIA 95992	CLAIRE'S BOUTIQUES, INC.	8,875
EDISON MALL	STORE LEASE NUMBER 6280 LOCATED AT EDISON MALL	4125 CLEVELAND AVE, SUITE #1801 FORT MYERS, FLORIDA 33901	CLAIRE'S BOUTIQUES, INC.	21,799
EKLECCO NEWCO LLC	STORE LEASE NUMBER 3474 LOCATED AT PALISADES CENTER	1001 PALISADE CIR DRIVE, SUITE# B302 WEST NYACK, NEW YORK 10994	CLAIRE'S BOUTIQUES, INC.	33,878
EL PASO OUTLET CENTER CMBS, LLC	STORE LEASE NUMBER 6436 LOCATED AT OUTLET SHOPPES AT EL PASO	7051 SOUTH DESERT BLVD, SUITE #E507 CANUTILLO, TEXAS 79835	CLAIRE'S BOUTIQUES, INC.	12,430
ELDIA M. DIAZ-OLMO	STORE LEASE NUMBER 6108 LOCATED AT MAYAGUEZ MALL	975 AVE. HOSTOS, SUITE #C-1 MAYAGUEZ, PUERTO RICO 00680	CLAIRE'S BOUTIQUES, INC.	14,328
ESC RVF PROPERTY LLC	STORE LEASE NUMBER 5847 LOCATED AT EASTERN SHORE CENTRE	30500 STATE HWY 181, SUITE #722 SPANISH FORT, ALABAMA 36527	CLAIRE'S BOUTIQUES, INC.	4,284
ETHAN CONRAD PROPERTIES	STORE LEASE NUMBER 5437 LOCATED AT MERCED MALL	660 MERCED MALL, SUITE #750 MERCED, CALIFORNIA 95348	CLAIRE'S BOUTIQUES, INC.	1,476
FAIRLANE TOWN CENTER REALTY HOLDING LLC	STORE LEASE NUMBER 6175 LOCATED AT FAIRLANE TOWN CENTER	18900 MICHIGAN AVE, SUITE #N108 DEARBORN, MICHIGAN 48126	CLAIRE'S BOUTIQUES, INC.	-
FC REAL ESTATE HOLDINGS LLC	STORE LEASE NUMBER 6659 LOCATED AT BROADMOOR SHOPPING CENTER	1401 N. TURNER, SUITE #A4 HOBBS, NEW MEXICO 88240	CLAIRE'S BOUTIQUES, INC.	6,737
FLORENCE MALL REALTY LLC	STORE LEASE NUMBER 5459 LOCATED AT FLORENCE MALL	1160 FLORENCE MALL, SUITE #1160 FLORENCE, KENTUCKY 41042	CLAIRE'S BOUTIQUES, INC.	16,957
FOREST HARLEM PROPERTIES LIMITED PROPERTIES	STORE LEASE NUMBER 3411 LOCATED AT HARLEM IRVING PLAZA	4222 N HARLEM AVE, SUITE #102 NORRIDGE, ILLINOIS 60706	CLAIRE'S BOUTIQUES, INC.	10,798
FORT SMITH MALL REALTY LLC	STORE LEASE NUMBER 5148 LOCATED AT CENTRAL MALL	5111 ROGERS AVE, SUITE #27 FORT SMITH, ARKANSAS 72903	CLAIRE'S BOUTIQUES, INC.	13,462
FRAGNER SEIFERT PACE & MINTZ LLP	STORE LEASE NUMBER 6018 LOCATED AT THE SHOPS AT NORTHFIELD	8340 EAST 49 AVE, SUITE #1670 DENVER, COLORADO 80238	CLAIRE'S BOUTIQUES, INC.	7,634
FRAGNER SEIFERT PACE & MINTZ, LLP	STORE LEASE NUMBER 6119 LOCATED AT THE OAKS	266 W. HILL CREST DRIVE, SUITE# N006 THOUSAND OAKS, CALIFORNIA 91360	CLAIRE'S BOUTIQUES, INC.	15,762
FRIEDMAN REAL ESTATE BROKERAGE II, LLC	STORE LEASE NUMBER 5820 LOCATED AT LINCOLNWOOD TOWN CENTER	3333 WEST TOUHY AVE., SUITE #C02A LINCOLNWOOD, ILLINOIS 60712	CLAIRE'S BOUTIQUES, INC.	4,402
GALLERIA DALLAS	STORE LEASE NUMBER 3226 LOCATED AT GALLERIA DALLAS	13350 DALLAS PARKWAY, SUITE #3450 DALLAS, TEXAS 75240	CLAIRE'S BOUTIQUES, INC.	23,174
GALLERIA ROCK HILL, LLC	STORE LEASE NUMBER 5916 LOCATED AT ROCK HILL GALLERIA	2301 DAVE LYLE BLVD, SUITE #245 ROCK HILL, SOUTH CAROLINA 29730	CLAIRE'S BOUTIQUES, INC.	2,679
GARRISON SALINA OWNER LLC	STORE LEASE NUMBER 5621 LOCATED AT CENTRAL MALL-SALINA	2259 SOUTH NINTH STREET, SUITE# F33 SALINA, KANSAS 67401	CLAIRE'S BOUTIQUES, INC.	3,210
GCP-GLENBROOK LLC	STORE LEASE NUMBER 5316 LOCATED AT GLENBROOK SQUARE	4201 COLDWATER RD, SUITE# H-2 FORT WAYNE, INDIANA 46805	CLAIRE'S BOUTIQUES, INC.	15,570
GEMINI ALTO CENTERVILLE PARTNERS LP	STORE LEASE NUMBER 5883 LOCATED AT HOUSTON COUNTY GALLERIA	2922 WATSON BLVD, SUITE #323 CENTERVILLE, GEORGIA 31028	CLAIRE'S BOUTIQUES, INC.	9,315
GENERAL GROWTH MANAGEMENT, INC.	STORE LEASE NUMBER 6708 LOCATED AT WINDWARD MALL	46-055 KAMEHAMEHA HWY., SUITE #K-1B KANEHOE, HAWAII 96744	CLAIRE'S BOUTIQUES, INC.	12,719
GENESSEE MALL REALTY LLC	STORE LEASE NUMBER 6485 LOCATED AT GENESSEE VALLEY MALL	3361 SOUTH LINDEN ROAD, SUITE #1030 FLINT, MICHIGAN 48507	CLAIRE'S BOUTIQUES, INC.	10,090
GENEVA COMMONS	STORE LEASE NUMBER 5058 LOCATED AT GENEVA COMMONS	1534 COMMONS DRIVE, SUITE #8010 GENEVA, ILLINOIS 60134	CLAIRE'S BOUTIQUES, INC.	8,970
GLEASON MALL, LP	STORE LEASE NUMBER 6960 LOCATED AT LAKE CITY MALL	2649 W US HWY 90, SUITE #A22 LAKE CITY, FLORIDA 32055	CLAIRE'S BOUTIQUES, INC.	6,206
GOODWIN PROCTOR LLP	STORE LEASE NUMBER 3533 LOCATED AT SOLANO TOWN CENTER	1350 TRAVIS BLVD, SUITE #S1 FAIRFIELD, CALIFORNIA 94533	CLAIRE'S BOUTIQUES, INC.	2,262
GOULSON & STORRS PC	STORE LEASE NUMBER 749 LOCATED AT THE OUTLETS OF DES MOINES	739 BASS PRO DRIVE, SUITE #550 ALTOONA, IOWA 50009	CLAIRE'S BOUTIQUES, INC.	7,623
GOULSTON & STORRS, P.C.	STORE LEASE NUMBER 3358 LOCATED AT MARKETSTREET LYNNFIELD	660 MARKET STREET, SUITE #660 LYNNFIELD, MASSACHUSETTS 01940	CLAIRE'S BOUTIQUES, INC.	4,250
GOVERNOR'S SQUARE	STORE LEASE NUMBER 3571 LOCATED AT GOVERNOR'S SQUARE	2801 WILMA RICHARDSON BLVD, SUITE #307 CLARKSVILLE, TENNESSEE 37040	CLAIRE'S BOUTIQUES, INC.	18,975
GRAND CENTRAL PARKERSBURG LLC	STORE LEASE NUMBER 5642 LOCATED AT GRAND CENTRAL MALL	#282 GRAND CENTRAL, SUITE# 282 VIENNA, WEST VIRGINIA 26105	CLAIRE'S BOUTIQUES, INC.	23,229
GREAT LAKES MALL	STORE LEASE NUMBER 5846 LOCATED AT GREAT LAKES MALL	7850 MENTOR AVE., SUITE #732 MENTOR, OHIO 44060	CLAIRE'S BOUTIQUES, INC.	-
GREECE RIDGE LLC	STORE LEASE NUMBER 5229 LOCATED AT THE MALL AT GREECE RIDGE	460 GREECE RIDGE CENTER, SUITE #L1 ROCHESTER, NEW YORK 14626	CLAIRE'S BOUTIQUES, INC.	9,465
GREELEY MALL CO LLC	STORE LEASE NUMBER 5374 LOCATED AT GREELEY MALL	3072 GREELEY AVENUE, SUITE #350 GREELEY, COLORADO 80631	CLAIRE'S BOUTIQUES, INC.	12,200
GREEN TREE MALL REALTY LLC	STORE LEASE NUMBER 5346 LOCATED AT GREEN TREE MALL	757 E LEWIS & CLARK PKY, SUITE #220 CLARKSVILLE, INDIANA 47129	CLAIRE'S BOUTIQUES, INC.	10,715
HS FLORENCE LLC	STORE LEASE NUMBER 6246 LOCATED AT FLORENCE MALL	301 COX CREEK BLVD, SUITE# 1040 FLORENCE, ALABAMA 36630	CLAIRE'S BOUTIQUES, INC.	5,210
HAUPPAUGE PROPERTIES LLC	STORE LEASE NUMBER 6235 LOCATED AT JACKSON PLAZA	377 WEST JACKSON STREET, SUITE #17 COOKVILLE, TENNESSEE 38501	CLAIRE'S BOUTIQUES, INC.	2,224
HGP TIC, LLC	STORE LEASE NUMBER 6409 LOCATED AT OUTLETS AT THE DELLS	210 GASSER ROAD, SUITE #930 BARABOO, WISCONSIN 53913	CLAIRE'S BOUTIQUES, INC.	12,344
HONEY CREEK INVESTMENTS LLC	STORE LEASE NUMBER 5175 LOCATED AT HAUTE CITY CENTER	3401 SOUTH US 41, SUITE #J-1 TERRE HAUTE, INDIANA 47802	CLAIRE'S BOUTIQUES, INC.	5,691
HOUSTON GULFGATE PARTNERS, L.P.	STORE LEASE NUMBER 5654 LOCATED AT GULFGATE CENTER	3111 WOODBRIDGE, SUITE #555 HOUSTON, TEXAS 77067	CLAIRE'S BOUTIQUES, INC.	14,750
HSC PROPERTY OWNER LLC	STORE LEASE NUMBER 6827 LOCATED AT HILLSDALE SHOPPING CENTER	401 HILLSDALE SHOP CTR, SUITE #2132 SAN MATEO, CALIFORNIA 94403	CLAIRE'S BOUTIQUES, INC.	16,042
HUNTINGTON MALL COMPANY	STORE LEASE NUMBER 5303 LOCATED AT HUNTINGTON MALL	642 HUNTINGTON MALL, SUITE #642 BARBOURSVILLE, WEST VIRGINIA 25504	CLAIRE'S BOUTIQUES, INC.	20,896
INDEPENDENCE MALL HOLDING LLC	STORE LEASE NUMBER 5180 LOCATED AT INDEPENDENCE CENTER	18813 E 39TH STREET, SUITE #L10 INDEPENDENCE, MISSOURI 64057	CLAIRE'S BOUTIQUES, INC.	-
INVESTORS REALTY	STORE LEASE NUMBER 5458 LOCATED AT NEBRASKA CROSSING OUTLETS	21355 NEBRASKA CROSSING DRIVE, SUITE #-123 GRETNA, NEBRASKA 68028	CLAIRE'S BOUTIQUES, INC.	16,343
IRVINE RETAIL PROPERTIES COMPANY	STORE LEASE NUMBER 5205 LOCATED AT IRVINE SPECTRUM CENTER	741 SPECTRUM CENTER DRIVE, SUITE #741 IRVINE, CALIFORNIA 92618	CLAIRE'S BOUTIQUES, INC.	13,760
JACKSON CROSSING REALTY LLC, JACKSON CROSSING CH LLC, JACKSON CROSSING NASSIM LLC	STORE LEASE NUMBER 6664 LOCATED AT JACKSON CROSSING	1224 JACKSON CROSSING, SUITE #J-100 JACKSON, MICHIGAN 49202	CLAIRE'S BOUTIQUES, INC.	6,178
JG WINSTON-SALEM LLC	STORE LEASE NUMBER 1919 LOCATED AT HANES MALL	3320 SILAS CREEK PKWY, SUITE #U804 WINSTON-SALEM, NORTH CAROLINA 27103	CLAIRE'S BOUTIQUES, INC.	26,765
JOHN DORSEY AND MARK RUSSO AS COURT APPOINTED RECEIVERS FOR PROVIDENCE PLACE MALL	STORE LEASE NUMBER 3372 LOCATED AT PROVIDENCE PLACE	95 PROVIDENCE PL, SUITE #309 PROVIDENCE, RHODE ISLAND 02903	CLAIRE'S BOUTIQUES, INC.	-
JONES LANG LASALLE	STORE LEASE NUMBER 5426 LOCATED AT SOUTH PARK MALL	2310 S.W. MILITARY DR., SUITE #418 SAN ANTONIO, TEXAS 78224	CLAIRE'S BOUTIQUES, INC.	15,578
JONES LANG LASALLE AMERICAS INC.	STORE LEASE NUMBER 5974 LOCATED AT MALL DE LAS AGUILAS	455 S BIBB, SUITE #404 EAGLE PASS, TEXAS 78852	CLAIRE'S BOUTIQUES, INC.	7,215
JONES LANG LASALLE AMERICAS, INC.	STORE LEASE NUMBER 5392 LOCATED AT MALL OF ABILENE	4310 BUFFALO GAP RD., SUITE #1106 ABILENE, TEXAS 79906	CLAIRE'S BOUTIQUES, INC.	7,525
JONES LANG LASALLE AMERICAS, INC.	STORE LEASE NUMBER 5777 LOCATED AT CHESAPEAKE SQUARE	4200 PORTSMOUTH BLVD., SUITE #864 CHESAPEAKE, VIRGINIA 23321	CLAIRE'S BOUTIQUES, INC.	9,983
JONES LANG LASALLE AMERICAS, INC.	STORE LEASE NUMBER 5558 LOCATED AT MAGIC VALLEY MALL	1485 POLELINE RD., SUITE# 193 TWIN FALLS, IDAHO 83301	CLAIRE'S BOUTIQUES, INC.	13,115
JOSEPH M SAPONARO	STORE LEASE NUMBER 5151 LOCATED AT SOUTHERN PARK MALL	7401 MARKET ST, SUITE# 283 YOUNGSTOWN, OHIO 44512	CLAIRE'S BOUTIQUES, INC.	15,655
JOSEPH M SAPONARO	STORE LEASE NUMBER 5334 LOCATED AT VALLEY VIEW	3800 US HIGHWAY 16, SUITE #175 LA CROSSE, WISCONSIN 54601	CLAIRE'S BOUTIQUES, INC.	15,919
JOSEPH M SAPONARO	STORE LEASE NUMBER 5705 LOCATED AT RIMROCK MALL	300 SOUTH 24TH ST. WEST, SUITE #A11 BILLINGS, MONTANA 59102	CLAIRE'S BOUTIQUES, INC.	17,137
JOSEPH M. SAPONARO, CHIEF OPERATING OFFICER	STORE LEASE NUMBER 5197 LOCATED AT SIKES SENTER	3111 MIDWESTERN PARKWAY, SUITE #690 WICHITA FALLS, TEXAS 76308	CLAIRE'S BOUTIQUES, INC.	9,334
JOSEPH M. SAPONARO, CHIEF OPERATING OFFICER	STORE LEASE NUMBER 5241 LOCATED AT MONTGOMERY MALL	236 MONTGOMERY MALL, SUITE #2112 NORTH WALES, PENNSYLVANIA 19454	CLAIRE'S BOUTIQUES, INC.	-
JOSEPH M. SAPONARO, CHIEF OPERATING OFFICER	STORE LEASE NUMBER 5314 LOCATED AT KILLEEN MALL	2100 S.W. S. YOUNG DR., SUITE #1410 KILLEEN, TEXAS 76543	CLAIRE'S BOUTIQUES, INC.	18,069
JOSEPH M. SAPONARO, CHIEF OPERATING OFFICER	STORE LEASE NUMBER 5395 LOCATED AT PIERRE BOSSIER MALL	2950 E. TEXAS ST, SUITE# 61 & 62 BOSSIER CITY, LOUISIANA 71111	CLAIRE'S BOUTIQUES, INC.	4,414
JOSEPH M. SAPONARO, CHIEF OPERATING OFFICER	STORE LEASE NUMBER 5430 LOCATED AT SANTA FE PLACE	4250 CERRILLO RD., SUITE #1110 SANTA FE, NEW MEXICO 87505	CLAIRE'S BOUTIQUES, INC.	4,574
JOSEPH M. SAPONARO, CHIEF OPERATING OFFICER	STORE LEASE NUMBER 5794 LOCATED AT MORGANTOWN MALL	9711 MALL ROAD, SUITE #711 MORGAN TOWN, WEST VIRGINIA 26501	CLAIRE'S BOUTIQUES, INC.	-
JOSEPH M. SAPONARO, CHIEF OPERATING OFFICER	STORE LEASE NUMBER 5839 LOCATED AT NORTHTOWN MALL	4750 N DIVISION, SUITE #2146 SPOKANE, WASHINGTON 99207	CLAIRE'S BOUTIQUES, INC.	29,479
JOSEPH M. SAPONARO, ESQ	STORE LEASE NUMBER 6891 LOCATED AT THE MALL AT ROBINSON	100 ROBINSON CENTER DR, SUITE #2620 PITTSBURGH, PENNSYLVANIA 15205	CLAIRE'S BOUTIQUES, INC.	19,201
JOLIE LAS PALMAS OWNER, LLC	STORE LEASE NUMBER 5636 LOCATED AT LAS PALMAS MARKETPLACE	11917 GATEWAY WEST, SUITE #B3 EL PASO, TEXAS 79936	CLAIRE'S BOUTIQUES, INC.	7,164
JP MORGAN CHASE COMMERCIAL MTG PASS THRU SERIES 2013- LC11 LOWER TIER REMIC	STORE LEASE NUMBER 5436 LOCATED AT PECANLAND MALL	4700 MILLER ROAD, SUITE# 1434 MONROE, LOUISIANA 71203	CLAIRE'S BOUTIQUES, INC.	23,078
JPMBB 2015-C28 IN WA W1 PROPERTIES LLC	STORE LEASE NUMBER 6328 LOCATED AT THE SHOPS AT OSHKOSH	3001 SOUTH WASHBURN ST., SUITE #D180 OSHKOSH, WISCONSIN 54901	CLAIRE'S BOUTIQUES, INC.	5,000
KAHALA CENTER COMPANY	STORE LEASE NUMBER 5033 LOCATED AT KAHALA MALL	4211 WAIALAE AVENUE, SUITE #A-10 HONOLULU, HAWAII 96816	CLAIRE'S BOUTIQUES, INC.	21,948
KBR SHAWNEE MALL CAPITAL LLC	STORE LEASE NUMBER 5677 LOCATED AT SHAWNEE MALL	4901 KICKAPOO ST., SUITE# 1512 SHAWNEE, OKLAHOMA 74801	CLAIRE'S BOUTIQUES, INC.	2,877
KE BENTLEY ONE LLC AND KGC BENTLEY TWO LLC TIC	STORE LEASE NUMBER 5741 LOCATED AT BENTLEY MALL	32 COLLEGE RD., SUITE #13M FAIRBANKS, ALASKA 99701	CLAIRE'S BOUTIQUES, INC.	7,550
KENDALL VILLAGE ASSOCIATES, LTD.	STORE LEASE NUMBER 6972 LOCATED AT KENDALL VILLAGE CENTER	8713 SW 124TH AVENUE, SUITE #E-A MIAMI, FLORIDA 33183	CLAIRE'S BOUTIQUES, INC.	9,540
KENTUCKY OAKS MALL COMPANY	STORE LEASE NUMBER 3497 LOCATED AT KENTUCKY OAKS MALL	5101 HINKLEVILLE ROAD, SUITE #645 PADUCAH, KENTUCKY 42001	CLAIRE'S BOUTIQUES, INC.	26,927
KIR PASADENA II LP	STORE LEASE NUMBER 5031 LOCATED AT FAIRWAY MARKETPLACE	5584 FAIRMONT PARKWAY, SUITE #00027 PASADENA, TEXAS 77505	CLAIRE'S BOUTIQUES, INC.	11,745

Landlord Counterparty	Lease Description	Property Address	Debtor Party	Proposed Cure Amount (Local Currency)
KITSAP MALL LLC	STORE LEASE NUMBER 5940 LOCATED AT KITSAP MALL	10315 SILVERDALE WAY NORTHWEST, SUITE# F-11 SILVERDALE, WASHINGTON 98383	CLAIRE'S BOUTIQUES, INC.	11,729
LAKELAND SQUARE MALL, LLC	STORE LEASE NUMBER 6337 LOCATED AT LAKELAND SQUARE MALL	3800 N. HIGHWAY 98, SUITE# 710 LAKELAND, FLORIDA 33805	CLAIRE'S BOUTIQUES, INC.	4,570
LAKESIDE SHOPPING CENTER	STORE LEASE NUMBER 3410 LOCATED AT NORTH RIVERSIDE PARK MALL	7501 W. CERMACK ROAD, SUITE #63 NORTH RIVERSIDE, ILLINOIS 60546	CLAIRE'S BOUTIQUES, INC.	25,743
LANSING MALL REALTY HOLDING, LLC	STORE LEASE NUMBER 5326 LOCATED AT LANSING MALL	5222 W. SAGINAW HWY, SUITE #236 LANSING, MICHIGAN 48917	CLAIRE'S BOUTIQUES, INC.	7,066
LBX FULTONDALE LLC	STORE LEASE NUMBER 5843 LOCATED AT PROMENADE FULTONDALE	3477 LOWERY PKWY, SUITE #210 FULTONDALE, ALABAMA 35068	CLAIRE'S BOUTIQUES, INC.	8,448
LEVENE, GOULDIN & THOMPSON, LLP	STORE LEASE NUMBER 5455 LOCATED AT OAKDALE MALL	601-635 HARRY L. DRIVE, SUITE #22 JOHNSON CITY, NEW YORK 13790	CLAIRE'S BOUTIQUES, INC.	13,930
LIBERTY PLACE RETAIL ASSOCIATES, L.P.	STORE LEASE NUMBER 6502 LOCATED AT THE SHOPS AT LIBERTY PLACE	1623 CHESTNUT STREET, SUITE #253 PHILADELPHIA, PENNSYLVANIA 19103	CLAIRE'S BOUTIQUES, INC.	-
LOGAN VALLEY REALTY LLC, LOGAN VALLEY CH LLC AND LOGAN VALLEY NASSIM LLC	STORE LEASE NUMBER 5266 LOCATED AT LOGAN VALLEY MALL	5580 GOODS LANE, SUITE #0420 ALTOONA, PENNSYLVANIA 16602	CLAIRE'S BOUTIQUES, INC.	11,949
LOUIS JOLIET REALTY LLC	STORE LEASE NUMBER 5262 LOCATED AT LOUIS JOLIET	1226 LOUIS JOLIET MALL, SUITE #1226 JOLIET, ILLINOIS 60435	CLAIRE'S BOUTIQUES, INC.	-
LUAN INVESTMENT S.E.	STORE LEASE NUMBER 6145 LOCATED AT AGUADILLA MALL	CARR. #2 KM 126.5, SUITE# 11 AGUADILLA, PUEBLO RICO 00605	CLAIRE'S BOUTIQUES, INC.	1,503
LUFKIN MALL REALTY HOLDING LLC	STORE LEASE NUMBER 5462 LOCATED AT LUFKIN MALL	4600 SOUTH MEDFORD, SUITE #1126 LUFKIN, TEXAS 75901	CLAIRE'S BOUTIQUES, INC.	11,211
M & J WILKOW PROPERTIES LLC	STORE LEASE NUMBER 1954 LOCATED AT WATER TOWER PLACE	835 N. MICHIGAN AVE, SUITE #5015 CHICAGO, ILLINOIS 60611	CLAIRE'S BOUTIQUES, INC.	70,608
MAD RIVER DEVELOPMENT, LLC	STORE LEASE NUMBER 6764 LOCATED AT RIVER FRONT CENTER	358 RT. 3 WEST, SUITE# C-3 CLIFTON, NEW JERSEY 07014	CLAIRE'S BOUTIQUES, INC.	17,592
MAGNOLIA MALL	STORE LEASE NUMBER 5284 LOCATED AT MAGNOLIA MALL	2701 W. DAVID MENDO BLVD., SUITE #1106 FLORENCE, SOUTH CAROLINA 29501	CLAIRE'S BOUTIQUES, INC.	11,990
MAINPLACE MALL	STORE LEASE NUMBER 6394 LOCATED AT MAINPLACE MALL	2800 NORTH MAIN PLACE, SUITE #438 SANTA ANA, CALIFORNIA 92705	CLAIRE'S BOUTIQUES, INC.	23,641
MALL AT JOHNSON CITY	STORE LEASE NUMBER 5719 LOCATED AT THE MALL AT JOHNSON CITY	2011 N. ROAN ST., SUITE #14 JOHNSON CITY, TENNESSEE 37601	CLAIRE'S BOUTIQUES, INC.	20,184
MALL AT LIMA, LLC	STORE LEASE NUMBER 5027 LOCATED AT LIMA MALL	2400 ELIDA RD, SUITE #320 LIMA, OHIO 45805	CLAIRE'S BOUTIQUES, INC.	6,716
MALL AT LONGVIEW, LLC	STORE LEASE NUMBER 5248 LOCATED AT LONGVIEW MALL	3500 MCCANN ROAD, SUITE #H09A LONGVIEW, TEXAS 75605	CLAIRE'S BOUTIQUES, INC.	23,476
MALL ST. VINCENT REALTY HOLDING LLC	STORE LEASE NUMBER 6092 LOCATED AT MALL ST. VINCENT	1133 ST. VINCENT AVENUE, SUITE #454 SHREVEPORT, LOUISIANA 71104	CLAIRE'S BOUTIQUES, INC.	7,058
MANASSAS REAL ESTATE VENTURES, LLC	STORE LEASE NUMBER 3381 LOCATED AT MANASSAS MALL	8300 SUDLEY ROAD, SUITE# 075 MANASSAS, VIRGINIA 20109	CLAIRE'S BOUTIQUES, INC.	11,097
MARKET PLACE VALPARAISO L.L.C.	STORE LEASE NUMBER 5111 LOCATED AT VALPARAISO MARKETPLACE	2630 LAPOINTE AVE, SUITE #61 VALPARAISO, INDIANA 46383	CLAIRE'S BOUTIQUES, INC.	11,230
MAYFAIRE TOWN CENTER LP	STORE LEASE NUMBER 5420 LOCATED AT MAYFAIRE TOWN CENTER	6859 MAIN STREET, L130 WILMINGTON, NORTH CAROLINA 28405	CLAIRE'S BOUTIQUES, INC.	6,582
MCM PROPERTIES LTD	STORE LEASE NUMBER 5386 LOCATED AT MUSIC CITY MALL	4101 E 42ND STREET, SUITE #C-18 ODESSA, TEXAS 79762	CLAIRE'S BOUTIQUES, INC.	13,443
MEADOWBROOK MALL COMPANY	STORE LEASE NUMBER 5335 LOCATED AT MEADOWBROOK MALL	2630 MEADOWBROOK ROAD, SUITE #630 BRIDGEPORT, WEST VIRGINIA 26330	CLAIRE'S BOUTIQUES, INC.	11,868
MEMORIAL CITY MALL, LP	STORE LEASE NUMBER 6283 LOCATED AT MEMORIAL CITY MALL	303 MEMORIAL CITY, SUITE #706 HOUSTON, TEXAS 77024	CLAIRE'S BOUTIQUES, INC.	21,563
MERSHOPS GALLERIA AT SUNSET LLC	STORE LEASE NUMBER 6454 LOCATED AT GALLERIA AT SUNSET	1300 WEST SUNSET ROAD, SUITE #1253 HENDERSON, NEVADA 89014	CLAIRE'S BOUTIQUES, INC.	19,173
MESILLA REALTY LLC	STORE LEASE NUMBER 6951 LOCATED AT MESILLA VALLEY MALL	700 S. TELSHOR BLVD., SUITE #1300 LAS CRUCES, NEW MEXICO 88011	CLAIRE'S BOUTIQUES, INC.	4,907
METROPOLITAN LIFE INSURANCE COMPANY	STORE LEASE NUMBER 6383 LOCATED AT THE LOOP	2228 NORTH JOHNSTON PKWY, SUITE# B-25 KISSIMMEE, FLORIDA 34741	CLAIRE'S BOUTIQUES, INC.	12,847
MEYERS, ROMAN, FRIEDBERG & LEWIS	STORE LEASE NUMBER 5730 LOCATED AT NEW TOWNE MALL	400 MILL AVE. S.E., SUITE #701 NEW PHILADELPHIA, OHIO 44663	CLAIRE'S BOUTIQUES, INC.	8,608
MGP XI CAPITOLA, LLC	STORE LEASE NUMBER 3309 LOCATED AT CAPITOLA MALL	1855 41ST AVENUE, SUITE #B01 CAPITOLA, CALIFORNIA 95010	CLAIRE'S BOUTIQUES, INC.	4,244
MIDLAND LOAN SERVICES, A DIVISION OF PNC BANK, NA	STORE LEASE NUMBER 5158 LOCATED AT SOUTHRIDGE	5300 S. 76TH STREET, SUITE #580A GREENDALE, WISCONSIN 53129	CLAIRE'S BOUTIQUES, INC.	24,916
MILL SHOPS LLC	STORE LEASE NUMBER 5192 LOCATED AT OLD MILL DISTRICT	450 SW POWERSHOUSE DRIVE, SUITE #401 BEND, OREGON 97702	CLAIRE'S BOUTIQUES, INC.	11,408
MIROMAR OUTLET WEST; LLC	STORE LEASE NUMBER 6758 LOCATED AT MIROMAR OUTLETS	10801 CORKSCREW ROAD, SUITE #207 ESTERO, FLORIDA 33928	CLAIRE'S BOUTIQUES, INC.	11,989
MK OAKLAND MALL LLC	STORE LEASE NUMBER 6863 LOCATED AT OAKLAND MALL	656 W. 14 MILE ROAD, SUITE# 656 TROY, MICHIGAN 48063	CLAIRE'S BOUTIQUES, INC.	6,301
MOAC MALL HOLDINGS LLC	STORE LEASE NUMBER 3010 LOCATED AT MALL OF AMERICA	522 E. BROADWAY, SUITE #E292 BLOOMINGTON, MINNESOTA 55425	CLAIRE'S BOUTIQUES, INC.	39,342
MOAC MALL HOLDINGS LLC	STORE LEASE NUMBER 5897 LOCATED AT MALL OF AMERICA	179 E BROADWAY, SUITE #E179 BLOOMINGTON, MINNESOTA 55425	CLAIRE'S BOUTIQUES, INC.	55,038
MOAC MALL HOLDINGS; LLC	STORE LEASE NUMBER 6498 LOCATED AT MALL OF AMERICA	394 N. GARDEN, SUITE #N394 BLOOMINGTON, MINNESOTA 55425	CLAIRE'S BOUTIQUES, INC.	25,906
MOORESTOWN MALL LLC	STORE LEASE NUMBER 5902 LOCATED AT MOORESTOWN MALL	RT. 38 LENOLA, SUITE #1495 MOORESTOWN, NEW JERSEY 08057	CLAIRE'S BOUTIQUES, INC.	-
MSCI 2011-C2 INGRAM PARK LLC	STORE LEASE NUMBER 5764 LOCATED AT INGRAM PARK MALL	6301 NORTHWEST LOOP 410, SUITE #L18 SAN ANTONIO, TEXAS 78238	CLAIRE'S BOUTIQUES, INC.	30,514
NC NORTHLAKE MALL, LLC	STORE LEASE NUMBER 6048 LOCATED AT NORTHLAKE	6801 NORTH LAKE MALL DR., SUITE# 295 CHARLOTTE, NORTH CAROLINA 28216	CLAIRE'S BOUTIQUES, INC.	14,121
NE GATEWAY MALL PROPCO LLC	STORE LEASE NUMBER 5646 LOCATED AT GATEWAY MALL	295 GATEWAY MALL, SUITE #295 LINCOLN, NEBRASKA 68505	CLAIRE'S BOUTIQUES, INC.	18,887
NEW RIVERCENTER MALL II LP	STORE LEASE NUMBER 5686 LOCATED AT RIVERCENTER	849 E. COMMERCE ST, SUITE# 0455 SAN ANTONIO, TEXAS 78206	CLAIRE'S BOUTIQUES, INC.	17,344
NEW WESTGATE MALL LLC	STORE LEASE NUMBER 5933 LOCATED AT WESTGATE MALL-BROCKTON	200 WESTGATE DRIVE, SUITE #E117 BROCKTON, MASSACHUSETTS 02301	CLAIRE'S BOUTIQUES, INC.	6,743
NORTH COUNTY FAIR LP & EWH ESCONDIDO ASSOC LP	STORE LEASE NUMBER 5533 LOCATED AT NORTH COUNTY MALL	200 E. VIA RANCHO PARKWAY, SUITE #217 ESCONDIDO, CALIFORNIA 92025	CLAIRE'S BOUTIQUES, INC.	17,392
NORTH PLAINS MALL MGMT. LLC	STORE LEASE NUMBER 6774 LOCATED AT NORTH PLAINS MALL	2809 N. PRINCE STREET, SUITE #1178 CLOVIS, NEW MEXICO 88101	CLAIRE'S BOUTIQUES, INC.	1,991
NORTH POINT MALL	STORE LEASE NUMBER 6074 LOCATED AT NORTH POINT MALL	2174 NORTH POINT CIRCLE, SUITE #2174 ALPHARETTA, GEORGIA 30022	CLAIRE'S BOUTIQUES, INC.	13,142
NORTHWAY OUTLETS, LLC	STORE LEASE NUMBER 730 LOCATED AT THE OUTLETS AT LAKE GEORGE	1415 STATE ROUTE 9, SUITE 122 LAKE GEORGE, NEW YORK 12845	CLAIRE'S BOUTIQUES, INC.	12,317
NORTHWOOD MALL REALTY HOLDING LLC	STORE LEASE NUMBER 5149 LOCATED AT NORTHWOODS MALL	2200 W. MEMORIAL DRIVE, SUITE# BL-03 PEORIA, ILLINOIS 61613	CLAIRE'S BOUTIQUES, INC.	19,242
NW ARKANSAS MALL REALTY LLC, NW ARKANSAS NASSIM LLC, AND NW ARKANSAS CH LLC	STORE LEASE NUMBER 5782 LOCATED AT NORTHWEST ARKANSAS MALL	4201 N. SHILOH DR., SUITE #1680 PAYETTEVILLE, E. ARKANSAS 72703	CLAIRE'S BOUTIQUES, INC.	6,984
OAK PARK MALL	STORE LEASE NUMBER 5001 LOCATED AT OAK PARK MALL	11567 W 95TH STREET, SUITE #114 OVERLAND PARK, KANSAS 66214	CLAIRE'S BOUTIQUES, INC.	42,291
OHIO VALLEY MALL COMPANY	STORE LEASE NUMBER 5348 LOCATED AT OHIO VALLEY MALL	67800 MALL ROAD, SUITE #625 ST. CLAIRSVILLE, OHIO 43950	CLAIRE'S BOUTIQUES, INC.	9,422
ONTARIO MALL LLC	STORE LEASE NUMBER 6440 LOCATED AT THE ONTARIO CENTER	636 RICHLAND MALL, SUITE #D4 MANSFIELD, OHIO 44906	CLAIRE'S BOUTIQUES, INC.	3,396
ORANGE PARK MALL LLC	STORE LEASE NUMBER 5370 LOCATED AT ORANGE PARK MALL	1910 WELLS ROAD, SUITE #E15A ORANGE PARK, FLORIDA 32073	CLAIRE'S BOUTIQUES, INC.	21,062
OUTLET PARK OF SAVANNAH, LLC	STORE LEASE NUMBER 5488 LOCATED AT TANGER OUTLETS SAVANNAH	200 TANGER OUTLET BLVD, SUITE #371 POOLER, GEORGIA 31322	CLAIRE'S BOUTIQUES, INC.	18,121
OXFORD MALL, LLC	STORE LEASE NUMBER 6692 LOCATED AT QUINTARD MALL	700 QUINTARD DRIVE, SUITE #47 OXFORD, ALABAMA 36203	CLAIRE'S BOUTIQUES, INC.	7,105
PACIFIC CARMEL MT HOLDINGS LP	STORE LEASE NUMBER 3435 LOCATED AT CARMEL MOUNTAIN PLAZA	11738 CARMEL MOUNTAIN ROAD, SUITE #180 SAN DIEGO, CALIFORNIA 92128	CLAIRE'S BOUTIQUES, INC.	15,597
PALACE PROPERTIES; LLC.	STORE LEASE NUMBER 3154 LOCATED AT HAMMOND SQUARE	205 PALACE DRIVE, SUITE #510 HAMMOND, LOUISIANA 70403	CLAIRE'S BOUTIQUES, INC.	9,639
PALOUSE MALL LLC	STORE LEASE NUMBER 5967 LOCATED AT PALOUSE MALL	2048 W PULLMAN ROAD, SUITE #C-13 MOSCOW, IDAHO 83843	CLAIRE'S BOUTIQUES, INC.	4,366
PARK PLAZA MALL	STORE LEASE NUMBER 5740 LOCATED AT PARK PLAZA	6000 W. MARKHAM, SUITE #3040 LITTLE ROCK, ARKANSAS 72205	CLAIRE'S BOUTIQUES, INC.	8,880
PARKLINE PARTNERS LP	STORE LEASE NUMBER 6564 LOCATED AT KALISPELL CENTER MALL	20 NORTH MAIN STREET, SUITE #A-180 KALISPELL, MONTANA 59901	CLAIRE'S BOUTIQUES, INC.	3,660
PPF COLUMBUS II, LLC	STORE LEASE NUMBER 6935 LOCATED AT POLARIS FASHION PLACE	1500 POLARIS PKWY, SUITE #P2168 COLUMBUS, OHIO 43240	CLAIRE'S BOUTIQUES, INC.	58,793
PINNACLE NORTH IV, LLC	STORE LEASE NUMBER 6837 LOCATED AT THE PINNACLE	475 PINNACLE PKWY, SUITE #641 BRISTOL, TENNESSEE 37620	CLAIRE'S BOUTIQUES, INC.	11,533
POPLIN PLACE LLC	STORE LEASE NUMBER 751 LOCATED AT POPLIN PLACE SHOPPING CENTER	2901 W. US HIGHWAY 74, SUITE #3 MONROE, NORTH CAROLINA 28110	CLAIRE'S BOUTIQUES, INC.	10,520
PR CAPITAL CITY LIMITED PARTNERSHIP	STORE LEASE NUMBER 5409 LOCATED AT CAPITAL CITY MALL	3572 CAPITAL CITY MALL DR., SUITE #226 CAMP HILL, PENNSYLVANIA 17011	CLAIRE'S BOUTIQUES, INC.	10,299
PR FINANCING LIMITED PARTNERSHIP	STORE LEASE NUMBER 5249 LOCATED AT FRANCIS SCOTT KEY MALL	5500 BUCKEYS TOWN PIKE, SUITE #268 FREDERICK, MARYLAND 21703	CLAIRE'S BOUTIQUES, INC.	11,779
PR JACKSONVILLE LIMITED PARTNERSHIP	STORE LEASE NUMBER 5698 LOCATED AT JACKSONVILLE MALL	304 JACKSONVILLE MALL, SUITE #D1 JACKSONVILLE, NORTH CAROLINA 28546	CLAIRE'S BOUTIQUES, INC.	13,062
PR NORTH DARTMOUTH LLC	STORE LEASE NUMBER 6159 LOCATED AT DARTMOUTH MALL	147 N. DARTMOUTH MALL RD, SUITE #1382 NORTH DARTMOUTH, MASSACHUSETTS 02747	CLAIRE'S BOUTIQUES, INC.	17,709
PR PATRICK HENRY LLC	STORE LEASE NUMBER 5581 LOCATED AT PATRICK HENRY MALL	12300 JEFFERSON AVENUE, SUITE #801 NEWPORT NEWS, VIRGINIA 23602	CLAIRE'S BOUTIQUES, INC.	-
PR PRINCE GEORGES PLAZA L.L.C.	STORE LEASE NUMBER 6153 LOCATED AT THE MALL AT PRINCE GEORGES	3500 EAST WEST HWY, SUITE #1434 HYATTSVILLE, MARYLAND 20782	CLAIRE'S BOUTIQUES, INC.	4,927
PR SPRINGFIELD TOWN CENTER LLC	STORE LEASE NUMBER 6595 LOCATED AT SPRINGFIELD TOWN CENTER	6500 SPRINGFIELD MALL, SUITE #12048 SPRINGFIELD, VIRGINIA 22150	CLAIRE'S BOUTIQUES, INC.	24,903
PR VALLEY LIMITED PARTNERSHIP	STORE LEASE NUMBER 5630 LOCATED AT VALLEY MALL	17301 VALLEY MALL ROAD, SUITE #580 HAGERSTOWN, MARYLAND 21740	CLAIRE'S BOUTIQUES, INC.	15,724

Landlord Counterparty	Lease Description	Property Address	Debtor Party	Proposed Cure Amount (Local Currency)
PR VIEWMONT LP	STORE LEASE NUMBER 6170 LOCATED AT VIEWMONT MALL	100 VIEWMONT MALL, SUITE #826 SCRANTON, PENNSYLVANIA 18508	CLAIRE'S BOUTIQUES, INC.	20,337
PR WOODLAND LIMITED PARTNERSHIP	STORE LEASE NUMBER 5141 LOCATED AT WOODLAND MALL GRAND RAPIDS	3135 28TH ST SE, SUITE #H-102 KENTWOOD, MICHIGAN 49512	CLAIRE'S BOUTIQUES, INC.	-
PRAIRIE HILLS MALL LLC	STORE LEASE NUMBER 6127 LOCATED AT PRAIRIE HILLS MALL	1681 3RD AVENUE WEST, SUITE #993 DICKINSON, NORTH DAKOTA 58601	CLAIRE'S BOUTIQUES, INC.	5,324
PREP HILLSIDE REAL ESTATE LLC	STORE LEASE NUMBER 6591 LOCATED AT HILLSIDE VILLAGE	205 WEST FM 1382, SUITE #617 CEDAR HILL, TEXAS 75104	CLAIRE'S BOUTIQUES, INC.	12,638
PROMENADE SHOPS - 10220472 LLC	STORE LEASE NUMBER 6413 LOCATED AT THE PROMENADE SHOPS AT CENTERRA	5897 SKY POND DRIVE, SUITE #1120 LOVELAND, COLORADO 80538	CLAIRE'S BOUTIQUES, INC.	21,812
RADIANT SUNSET BUILDING LLC	STORE LEASE NUMBER 5461 LOCATED AT SUNSET MALL	1182 SUNSET MALL, SUITE #1334 SAN ANGELO, TEXAS 76904	CLAIRE'S BOUTIQUES, INC.	6,559
RAINIER SUMMIT WOODS ACQUISITIONS, LLC	STORE LEASE NUMBER 5023 LOCATED AT SUMMITWOODS CROSSING	1756 N.W. CHIPMAN RD, SUITE# B-7 LEES SUMMIT, MISSOURI 64081	CLAIRE'S BOUTIQUES, INC.	9,378
RAMCO JACKSONVILLE, LLC	STORE LEASE NUMBER 6584 LOCATED AT RIVER CITY MARKETPLACE	13159 CITY CENTER BOULEVARD, L-103 JACKSONVILLE, FLORIDA 32218	CLAIRE'S BOUTIQUES, INC.	13,103
RCC VALDOSTA MALL LLC	STORE LEASE NUMBER 5408 LOCATED AT VALDOSTA MALL	1700 NORMAN DRIVE, SUITE #1108 VALDOSTA, GEORGIA 31601	CLAIRE'S BOUTIQUES, INC.	8,777
REDLANDS JOINT VENTURE LLC	STORE LEASE NUMBER 6458 LOCATED AT CITRUS PLAZA	27520 W. LUGONIA AVE, SUITE B REDLANDS, CALIFORNIA 92374	CLAIRE'S BOUTIQUES, INC.	15,112
REVENUE PROPERTIES SOUTHLAND LIMITED PARTNERSHIP	STORE LEASE NUMBER 5538 LOCATED AT SOUTHLAND MALL	5953 WEST PARK AVENUE, SUITE #1037 HOUMA, LOUISIANA 70364	CLAIRE'S BOUTIQUES, INC.	6,692
RHINO HOLDINGS TURLOCK, LLC	STORE LEASE NUMBER 5531 LOCATED AT MONTE VISTA CROSSINGS	3017 COUNTRY SIDE DRIVE, SUITE #3017 TURLOCK, CALIFORNIA 95380	CLAIRE'S BOUTIQUES, INC.	11,753
RIVER CITY CENTRE LLC	STORE LEASE NUMBER 5315 LOCATED AT WEST PARK MALL (RIVER CITY CENTRE)	3049 ROUTE K, SUITE #173 CAPE GIRARDEAU, MISSOURI 63701	CLAIRE'S BOUTIQUES, INC.	10,823
RIVER HILLS MALL REALTY HOLDING LLC	STORE LEASE NUMBER 5939 LOCATED AT RIVER HILLS MALL	1850 ADAMS, SUITE #530 MANKATO, MINNESOTA 56001	CLAIRE'S BOUTIQUES, INC.	4,927
RIVER OAKS REALTY LLC	STORE LEASE NUMBER 5470 LOCATED AT RIVER OAKS CENTER	207 RIVER OAKS, SUITE #B07 CALUMET CITY, ILLINOIS 60409	CLAIRE'S BOUTIQUES, INC.	3,578
RIVER PARK PROPERTIES II	STORE LEASE NUMBER 6408 LOCATED AT RIVER PARK FRESNO	7810 VIA DEL RIO, SUITE #217 FRESNO, CALIFORNIA 93720	CLAIRE'S BOUTIQUES, INC.	15,130
RIVER RIDGE MALL	STORE LEASE NUMBER 6751 LOCATED AT RIVER RIDGE MALL	3405 CANDLERS MTN RD, SUITE #B-105 LYNCHBURG, VIRGINIA 24002	CLAIRE'S BOUTIQUES, INC.	11,336
RIVER VALLEY MALL LLC	STORE LEASE NUMBER 5625 LOCATED AT RIVER VALLEY MALL	1635 RIVER VALLEY CIRCLE SOUTH, SUITE #763 LANCASTER, OHIO 43130	CLAIRE'S BOUTIQUES, INC.	3,880
RMC DUNHILL LLC	STORE LEASE NUMBER 6873 LOCATED AT ROCKWALL MARKET CENTER	2811 MARKET CENTER BLVD, SUITE #2837 ROCKWALL, TEXAS 75087	CLAIRE'S BOUTIQUES, INC.	8,239
ROME MALL, LLC	STORE LEASE NUMBER 6609 LOCATED AT MT. BERRY SQUARE	722 MOUNT BERRY SQUARE NE, SUITE #722 ROME, GEORGIA 30165	CLAIRE'S BOUTIQUES, INC.	8,121
RPI CARLSBAD, L.P.	STORE LEASE NUMBER 6083 LOCATED AT THE SHOPPES AT CARLSBAD	5235 EL CAMINO REAL, SUITE #138 CARLSBAD, CALIFORNIA 92008	CLAIRE'S BOUTIQUES, INC.	11,162
RPI SHASTA MALL, LP	STORE LEASE NUMBER 5850 LOCATED AT MT. SHASTA MALL	900 DANA DRIVE, SUITE #C-7 REDDING, CALIFORNIA 96003	CLAIRE'S BOUTIQUES, INC.	19,588
RPT REALTY LP	STORE LEASE NUMBER 3022 LOCATED AT FRONT RANGE VILLAGE	2733 COUNCIL TREE AVE, SUITE #402 FORT COLLINS, COLORADO 80525	CLAIRE'S BOUTIQUES, INC.	12,554
RPT REALTY LP	STORE LEASE NUMBER 6212 LOCATED AT WOODBURY LAKES	9140 HUDSON ROAD, SUITE #E-11 WOODBURY, MINNESOTA 55125	CLAIRE'S BOUTIQUES, INC.	5,598
RPT REALTY LP	STORE LEASE NUMBER 6697 LOCATED AT PROVIDENCE MARKETPLACE	401 MT JULIET ROAD, SUITE #00013 MOUNT JULIET, TENNESSEE 37122	CLAIRE'S BOUTIQUES, INC.	8,440
RSE INDEPENDENCE, LLC	STORE LEASE NUMBER 6165 LOCATED AT INDEPENDENCE MALL	3500 OLEANDER DRIVE, SUITE #C22 WILMINGTON, NORTH CAROLINA 28403	CLAIRE'S BOUTIQUES, INC.	14,736
S.A. DEVELOPMENT COMPANY LP	STORE LEASE NUMBER 6657 LOCATED AT FORUM AT OLYMPIA PARKWAY	8332 AGORA PKWY STE. 112, SELMA, TEXAS 78154	CLAIRE'S BOUTIQUES, INC.	9,925
SAED INVESTMENTS IV LLC	STORE LEASE NUMBER 6786 LOCATED AT RIO WEST MALL	1300 W. MALONE AVE, SUITE# 304A GALLUP, NEW MEXICO 87301	CLAIRE'S BOUTIQUES, INC.	6,334
SALISBURY MALL REALTY HOLDING LLC	STORE LEASE NUMBER 6620 LOCATED AT THE CENTRE AT SALISBURY	2300 N. SALISBURY BLVD, SUITE #1105 SALISBURY, MARYLAND 21801	CLAIRE'S BOUTIQUES, INC.	2,781
SANDHILL CENTER LLC	STORE LEASE NUMBER 5892 LOCATED AT VILLAGE AT SANDHILL	470- 13 TOWN CTR, SUITE# B111 COLUMBIA, SOUTH CAROLINA 29229	CLAIRE'S BOUTIQUES, INC.	7,733
SANDUSKY MALL COMPANY	STORE LEASE NUMBER 5343 LOCATED AT SANDUSKY MALL	4314 MILAN ROAD, SUITE# 155 SANDUSKY, OHIO 44870	CLAIRE'S BOUTIQUES, INC.	16,120
SAWMILL SQUARE ASSOCIATES	STORE LEASE NUMBER 6756 LOCATED AT SAWMILL SQUARE	910 SAWMILL ROAD, SUITE #D-31 LAUREL, MISSISSIPPI 39440	CLAIRE'S BOUTIQUES, INC.	3,858
SDG MACRICH PROPERTIES, LP	STORE LEASE NUMBER 5359 LOCATED AT LINDALE MALL	4444 FIRST AVE N.E., SUITE #0115 CEDAR RAPIDS, IOWA 52402	CLAIRE'S BOUTIQUES, INC.	9,086
SEATTLE OUTLET ASSOCIATES LLC	STORE LEASE NUMBER 6085 LOCATED AT THE OUTLET COLLECTION SEATTLE	1101 OUTLET COLLECTION RD, SUITE #358B AUBURN, WASHINGTON 98001	CLAIRE'S BOUTIQUES, INC.	-
SEED; MACKALL; NIDA & COLE	STORE LEASE NUMBER 6001 LOCATED AT THE PAVILION AT PASEO NUEVO	811 STATE ST., SUITE C, SUITE #1-11 SANTA BARBARA, CALIFORNIA 93101	CLAIRE'S BOUTIQUES, INC.	13,636
SHELBY MALL; LLC	STORE LEASE NUMBER 5685 LOCATED AT CLEVELAND MALL	2001 E DIXON BLVD., SUITE #16 SHELBY, NORTH CAROLINA 28150	CLAIRE'S BOUTIQUES, INC.	4,635
SIERRA LANDMARK LLC	STORE LEASE NUMBER 5212 LOCATED AT SAND CREEK CROSSING	2440 SAND CREEK ROAD, SUITE# E11 BRENTWOOD, CALIFORNIA 94513	CLAIRE'S BOUTIQUES, INC.	8,487
SILVER LAKE MALL	STORE LEASE NUMBER 5781 LOCATED AT SILVER LAKE MALL	200 W. HANLEY AVE., SUITE #1121 COEUR D'ALENE, IDAHO 83814	CLAIRE'S BOUTIQUES, INC.	6,906
SILVERADO RANCH PLAZA, LLC	STORE LEASE NUMBER 5044 LOCATED AT SILVERADO RANCH PLAZA	9731 EASTERN AVENUE, SUITE #A9 LAS VEGAS, NEVADA 89183	CLAIRE'S BOUTIQUES, INC.	7,773
SMTC ACQUISITION LLC	STORE LEASE NUMBER 6451 LOCATED AT SANTA MARIA TOWN CENTER	130 TOWN CENTER EAST, SUITE #D-42 SANTA MARIA, CALIFORNIA 93454	CLAIRE'S BOUTIQUES, INC.	23,077
SOLANO TOWN CENTER	STORE LEASE NUMBER 5479 LOCATED AT SOLANO TOWN CENTER	1350 TRAVIS BLVD., SUITE #F11 FAIRFIELD, CALIFORNIA 94533	CLAIRE'S BOUTIQUES, INC.	8,842
SOUTHERN HILLS MALL LLC	STORE LEASE NUMBER 5275 LOCATED AT SOUTHERN HILLS MALL	4400 SERGEANT RD, SUITE #0234 SIOUX CITY, IOWA 51106	CLAIRE'S BOUTIQUES, INC.	12,023
SOUTHLANDS TC LLC	STORE LEASE NUMBER 6224 LOCATED AT SOUTHLANDS	6155 SOUTH MAIN STREET, SUITE #E-110 AURORA, COLORADO 80016	CLAIRE'S BOUTIQUES, INC.	6,846
SP CENTER LLC	STORE LEASE NUMBER 3267 LOCATED AT BAY PLAZA SHOPPING CENTER	2140 BARSTOW AVENUE, SUITE #140 BRONX, NEW YORK 10475	CLAIRE'S BOUTIQUES, INC.	29,696
SPM ACQUISITION LLC	STORE LEASE NUMBER 6483 LOCATED AT SOUTHPARK MALL	500 SOUTHPARK CENTER ROAD, SUITE #BL244 STRONGSVILLE, OHIO 44136	CLAIRE'S BOUTIQUES, INC.	17,702
SPOTSYLVANIA MALL COMPANY	STORE LEASE NUMBER 3302 LOCATED AT SPOTSYLVANIA TOWNE CENTRE	110 SPOTSYLVANIA MALL DR., SUITE #110 FREDERICKSBURG, VIRGINIA 22407	CLAIRE'S BOUTIQUES, INC.	26,528
SRE MUSTANG, LLC	STORE LEASE NUMBER 6545 LOCATED AT OUTLETS NAGS HEAD	7100 S. CROATAN HIGHWAY, SUITE #88 NAGS HEAD, NORTH CAROLINA 27959	CLAIRE'S BOUTIQUES, INC.	12,729
SREG WHITE MARSH MALL LLC	STORE LEASE NUMBER 5438 LOCATED AT WHITE MARSH MALL	8200 PERRY HALL BLVD., SUITE #1410 BALTIMORE, MARYLAND 21236	CLAIRE'S BOUTIQUES, INC.	6,197
STARWOOD RETAIL PROPERTY MANAGEMENT, LLC	STORE LEASE NUMBER 6858 LOCATED AT THE MALL AT WELLINGTON GREEN	10300 WEST FOREST HILL BLVD, SUITE #109 WELLINGTON, FLORIDA 33414	CLAIRE'S BOUTIQUES, INC.	9,327
STATESBORO MALL; LLC	STORE LEASE NUMBER 6075 LOCATED AT STATESBORO MALL	718 NORTHSIDE DR EAST, SUITE #A21 STATESBORO, GEORGIA 30458	CLAIRE'S BOUTIQUES, INC.	2,616
STOCKBRIDGE OHIO LLC	STORE LEASE NUMBER 5572 LOCATED AT INDIAN MOUND MALL	771 S. 30TH ST., SUITE# 329 HEATH, OHIO 43056	CLAIRE'S BOUTIQUES, INC.	5,578
SUMMIT MALLS MANAGEMENT LLC	STORE LEASE NUMBER 5295 LOCATED AT THE CROSSROADS	6650 S. WESTNEDGE, SUITE #130 PORTAGE, MICHIGAN 49024	CLAIRE'S BOUTIQUES, INC.	14,233
SUMMIT MALLS MANAGEMENT LLC	STORE LEASE NUMBER 5442 LOCATED AT GADSDEN MALL	1001 RAINBOW DR., SUITE# 62 GADSDEN, ALABAMA 35901	CLAIRE'S BOUTIQUES, INC.	6,100
SUMMIT MALLS MANAGEMENT LLC	STORE LEASE NUMBER 5762 LOCATED AT ASHEVILLE MALL	3 SOUTH TUNNEL RD., SUITE# M-04 ASHEVILLE, NORTH CAROLINA 28805	CLAIRE'S BOUTIQUES, INC.	33,022
TANGER BRANSON, LLC	STORE LEASE NUMBER 3517 LOCATED AT TANGER OUTLETS BRANSON	300 TANGER BLVD, SUITE #204 BRANSON, MISSOURI 65616	CLAIRE'S BOUTIQUES, INC.	32,059
TANGER FORT WORTH, LLC	STORE LEASE NUMBER 715 LOCATED AT TANGER OUTLETS FORT WORTH	15853 NORTH FREEWAY, SUITE 1025 FORT WORTH, TEXAS 76177	CLAIRE'S BOUTIQUES, INC.	13,378
TANGER HUNTSVILLE LLC	STORE LEASE NUMBER 6619 LOCATED AT BRIDGE STREET TOWN CENTRE	365 THE BRIDGE STREET N.W., SUITE #113 HUNTSVILLE, ALABAMA 35806	CLAIRE'S BOUTIQUES, INC.	22,252
TANGER MANAGEMENT, LLC	STORE LEASE NUMBER 696 LOCATED AT PALM BEACH OUTLETS	1751 PALM BEACH LAKES BLVD., SUITE E313 WEST PALM BEACH, FLORIDA 33401	CLAIRE'S BOUTIQUES, INC.	15,728
TANGER MANAGEMENT, LLC	STORE LEASE NUMBER 6558 LOCATED AT TANGER OUTLETS SAN MARCOS	4015 I-35 SOUTH, SUITE #409 SAN MARCOS, TEXAS 78666	CLAIRE'S BOUTIQUES, INC.	19,668
TANGER NASHVILLE LLC	STORE LEASE NUMBER 6760 LOCATED AT TANGER OUTLETS NASHVILLE	4060 CANE RIDGE PARKWAY, SUITE #113 ANTIOCH, TENNESSEE 37013	CLAIRE'S BOUTIQUES, INC.	18,670
TANGER PROPERTIES LIMITED PARTNERSHIP	STORE LEASE NUMBER 703 LOCATED AT TANGER OUTLETS MEBANE	4000 ARROWHEAD BLVD, SUITE #670 MEBANE, NORTH CAROLINA 27302	CLAIRE'S BOUTIQUES, INC.	12,212
TANGER PROPERTIES LIMITED PARTNERSHIP	STORE LEASE NUMBER 5680 LOCATED AT TANGER OUTLETS SEVIERVILLE	1645 PARKWAY, SUITE #1340 SEVIERVILLE, TENNESSEE 37862	CLAIRE'S BOUTIQUES, INC.	28,694
TANGER PROPERTIES LIMITED PARTNERSHIP	STORE LEASE NUMBER 6462 LOCATED AT TANGER OUTLETS GONZALES	2200 TANGER BLVD, SUITE #124 GONZALES, LOUISIANA 70737	CLAIRE'S BOUTIQUES, INC.	14,054
TANGER PROPERTIES LIMITED PARTNERSHIP	STORE LEASE NUMBER 6618 LOCATED AT TANGER OUTLETS COMMERCE	800 STEVEN W. TANGER BLVD, SUITE #510 COMMERCE, GEORGIA 30529	CLAIRE'S BOUTIQUES, INC.	11,847
THE CAFARO COMPANY	STORE LEASE NUMBER 1929 LOCATED AT MILLCREEK MALL	575 MILLCREEK MALL, SUITE #575 ERIE, PENNSYLVANIA 16565	CLAIRE'S BOUTIQUES, INC.	19,546
THE CAFARO NORTHWEST PARTNERSHIP	STORE LEASE NUMBER 5752 LOCATED AT SOUTH HILL MALL	3500 S. MERIDIAN, SUITE #620 PUYALLUP, WASHINGTON 98373	CLAIRE'S BOUTIQUES, INC.	33,709
THE MARION PLAZA; INC.	STORE LEASE NUMBER 5311 LOCATED AT EASTWOOD MALL COMPLEX	5555 YOUNGSTOWN-WARREN RD, SUITE #424 NILES, OHIO 44446	CLAIRE'S BOUTIQUES, INC.	9,089
THE ROYAL BANK OF SCOTLAND PLC	STORE LEASE NUMBER 5094 LOCATED AT VILLAGE OF ROCHESTER HILLS	124 NORTH ADAMS ROAD, SUITE #B124 ROCHESTER HILLS, MICHIGAN 48309	CLAIRE'S BOUTIQUES, INC.	8,619
THE SHOPS AT SUMMERLIN NORTH, LP	STORE LEASE NUMBER 601 LOCATED AT DOWNTOWN SUMMERLIN	1980 FESTIVAL PLAZA DR., SUITE #100C LAS VEGAS, NEVADA 89135	CLAIRE'S BOUTIQUES, INC.	13,686
THF ONC DEVELOPMENT, LLC	STORE LEASE NUMBER 6589 LOCATED AT THE SHOPPES AT TRACE FORK	55 RHIL BOULEVARD, SUITE# 15 SOUTH CHARLESTON, WEST VIRGINIA 25309	CLAIRE'S BOUTIQUES, INC.	9,359
TM PARTRIDGE CREEK MALL LP	STORE LEASE NUMBER 5863 LOCATED AT MALL AT PARTRIDGE CREEK	17460 HALL RD., SUITE #152A CLINTON TOWNSHIP, MICHIGAN 48038	CLAIRE'S BOUTIQUES, INC.	8,033

Landlord Counterparty	Lease Description	Property Address	Debtor Party	Proposed Cure Amount (Local Currency)
TOWN CENTER AT COBB	STORE LEASE NUMBER 5945 LOCATED AT TOWN CENTER AT COBB	400 ERNST BARETT W. PKWY, SUITE #138 KENNESAW, GEORGIA 30144	CLAIRE'S BOUTIQUES, INC.	-
TOWNE MALL, LLC	STORE LEASE NUMBER 5477 LOCATED AT TOWNE MALL	1704 N. DIXIE HWY, SUITE# D-2A ELIZABETHTOWN, KENTUCKY 42701	CLAIRE'S BOUTIQUES, INC.	3,807
TRIANGLE TOWN CENTER REALTY HOLDING LLC	STORE LEASE NUMBER 5069 LOCATED AT TRIANGLE TOWN CENTER	5959 TRIANGLE TOWN BLVD, SUITE #EL-1071 RALEIGH, NORTH CAROLINA 27616	CLAIRE'S BOUTIQUES, INC.	18,777
UNIVERSITY MALL, L.L.C.	STORE LEASE NUMBER 5491 LOCATED AT UNIVERSITY	1701 MC FARLAND BLVD. EAST, SUITE# B-10 TUSCALOOSA, ALABAMA 35404	CLAIRE'S BOUTIQUES, INC.	11,167
UNIVERSITY PLACE SPE LLC	STORE LEASE NUMBER 5783 LOCATED AT UNIVERSITY OREM	575 E UNIVERSITY PKWY, SUITE #D-63 OREM, UTAH 84097	CLAIRE'S BOUTIQUES, INC.	17,823
URBAN RETAIL PROPERTIES LLC	STORE LEASE NUMBER 6913 LOCATED AT THE MALL AT STONECREST	2929 TURNER HILL ROAD, SUITE #2360 LITHONIA, GEORGIA 30038	CLAIRE'S BOUTIQUES, INC.	13,399
VALLEY HILLS MALL REALTY LLC	STORE LEASE NUMBER 5259 LOCATED AT VALLEY HILLS MALL	1960 HIGHWAY 64-70 S.E., SUITE #237A HICKORY, NORTH CAROLINA 28602	CLAIRE'S BOUTIQUES, INC.	24,840
VALLEY MALL, LLC	STORE LEASE NUMBER 6000 LOCATED AT VALLEY MALL-UNION GAP	2529 MAIN STREET, SUITE #B4 UNION GAP, WASHINGTON 98903	CLAIRE'S BOUTIQUES, INC.	14,732
VCG-SOUTHLAKE MALL, LLC	STORE LEASE NUMBER 5870 LOCATED AT SOUTHLAKE MALL	1213 SOUTHLAKE MALL, SUITE #1213 MORROW, GEORGIA 30260	CLAIRE'S BOUTIQUES, INC.	14,095
VICTORIA MALL, LP	STORE LEASE NUMBER 5318 LOCATED AT VICTORIA MALL	7800 HALLETTSVILLE HWY., SUITE #B4-8 VICTORIA, TEXAS 77904	CLAIRE'S BOUTIQUES, INC.	4,028
WARWICK MALL	STORE LEASE NUMBER 3139 LOCATED AT WARWICK MALL	400 BALD HILL ROAD, SUITE #B-117 WARWICK, RHODE ISLAND 02886	CLAIRE'S BOUTIQUES, INC.	41,521
WASHINGTON SQUARE LIMITED PARTNERSHIP	STORE LEASE NUMBER 6646 LOCATED AT WASHINGTON SQUARE MALL	808 WASHINGTON AVENUE, SUITE #13&15 DETROIT LAKES, MINNESOTA 56501	CLAIRE'S BOUTIQUES, INC.	2,074
WAXAHACHIE RC, LLC	STORE LEASE NUMBER 6258 LOCATED AT WAXAHACHIE TOWNE CENTER	1314 HWY 77 NORTH, BLDG. A WAXAHACHIE, TEXAS 75165	CLAIRE'S BOUTIQUES, INC.	10,533
WEATHERFORD I, LLC	STORE LEASE NUMBER 3803 LOCATED AT WEATHERFORD MARKETPLACE	138 EAST INTERSTATE 20, SUITE #200 WEATHERFORD, TEXAS 76086	CLAIRE'S BOUTIQUES, INC.	6,782
WENATCHEE REALTY LLC	STORE LEASE NUMBER 6881 LOCATED AT WENATCHEE VALLEY MALL	511 VALLEY MALL PKWY, SUITE #D-4 E. WENATCHEE, WASHINGTON 98802	CLAIRE'S BOUTIQUES, INC.	7,000
WEST GEORGIA COMMONS LLC	STORE LEASE NUMBER 6122 LOCATED AT LA GRANGE MALL	1501 LAFAYETTE PARKWAY, SUITE #A08 LA GRANGE, GEORGIA 30240	CLAIRE'S BOUTIQUES, INC.	8,754
WEST VALLEY REALTY LLC	STORE LEASE NUMBER 6288 LOCATED AT WEST VALLEY MALL	3200 N. NAGLEE ROAD, SUITE #233 TRACY, CALIFORNIA 95376	CLAIRE'S BOUTIQUES, INC.	21,254
WESTGATE CAROLINA REALTY COMPANY	STORE LEASE NUMBER 5937 LOCATED AT WESTGATE MALL-SPARTANBURG	205 WEST BLACKSTOCK RD, SUITE #420 SPARTANBURG, SOUTH CAROLINA 29301	CLAIRE'S BOUTIQUES, INC.	22
WESTSHORE PLAZA	STORE LEASE NUMBER 3274 LOCATED AT WEST SHORE PLAZA	185 WESTSHORE PLAZA, SUITE# C45 TAMPA, FLORIDA 33609	CLAIRE'S BOUTIQUES, INC.	-
WIREGRASS REALTY LLC, WIREGRASS CH LLC, AND WIREGRASS NASSIM LLC	STORE LEASE NUMBER 5439 LOCATED AT WIREGRASS COMMONS MALL	900 COMMONS DRIVE, SUITE# 97 DOTHAN, ALABAMA 36303	CLAIRE'S BOUTIQUES, INC.	-
W-LD LEGENDS OWNER VII, LLC	STORE LEASE NUMBER 3351 LOCATED AT LEGENDS OUTLETS KANSAS CITY	1843 VILLAGE WEST PARKWAY, SUITE C-103 KANSAS CITY, KANSAS 66111	CLAIRE'S BOUTIQUES, INC.	14,618
WTM STOCKTON, LLC	STORE LEASE NUMBER 6621 LOCATED AT WEBERSTOWN MALL	4950 PACIFIC AVENUE, SUITE #215 STOCKTON, CALIFORNIA 95207	CLAIRE'S BOUTIQUES, INC.	24,020
WV CROSSROADS REALTY LLC, WV CROSSROADS CH LLC, AND WV CROSSROADS NASSIM LLC	STORE LEASE NUMBER 6744 LOCATED AT CROSSROADS	41 CROSSROADS MALL, SUITE #B-8 MT HOPE, WEST VIRGINIA 25880	CLAIRE'S BOUTIQUES, INC.	8,908
ZONA ROSA DEVELOPMENT, LLC	STORE LEASE NUMBER 5513 LOCATED AT ZONA ROSA	7206 NW 86 TH, SUITE #B-126 KANSAS CITY, MISSOURI 64153	CLAIRE'S BOUTIQUES, INC.	15,816

Exhibit 3

Continued Cure and Adequate Assurance Objections

Landlord Counterparty	Lease Description	Property Address	Debtor Party	Proposed Cure Amount (Local Currency)
1 GREENWOOD PARK MALL, LLC	STORE LEASE NUMBER 5267 LOCATED AT GREENWOOD PARK MALL	1251 U.S. 31 NORTH, SUITE #C-10B GREENWOOD, INDIANA 46142	CLAIRE'S BOUTIQUES, INC.	45,274
1 GREENWOOD PARK MALL, LLC	STORE LEASE NUMBER 8264 LOCATED AT GREENWOOD PARK MALL	1251 U.S. 31 NORTH, SUITE #C01B GREENWOOD, INDIANA 46142	CLAIRE'S BOUTIQUES, INC.	6,124
1 PHEASANT LANE REALTY TRUST	STORE LEASE NUMBER 5871 LOCATED AT PHEASANT LANE MALL	310 DANIEL WEBSTER HWY., SUITE #W165 NASHUA, NEW HAMPSHIRE 03060	CLAIRE'S BOUTIQUES, INC.	32,910
1401 GREENBRIER PARKWAY LLC	STORE LEASE NUMBER 5560 LOCATED AT GREENBRIER MALL	1401 GREENBRIER PKWY, SUITE #2206 CHESAPEAKE, VIRGINIA 23320	CLAIRE'S BOUTIQUES, INC.	5,485
3902 ANNADALE LANE LP	STORE LEASE NUMBER 6073 LOCATED AT HANFORD MALL	1675 W. LACEY BLVD, SUITE #G-6 HANFORD, CALIFORNIA 92320	CLAIRE'S BOUTIQUES, INC.	9,113
489 FULTON STREET LLC	STORE LEASE NUMBER 6802 LOCATED AT 489 FULTON STREET BUSINESS DISTRICT	489 FULTON STREET BROOKLYN, NEW YORK 11239	CLAIRE'S BOUTIQUES, INC.	—
863 BROADWAY LLC	STORE LEASE NUMBER 6765 LOCATED AT 863 BROADWAY	863 BROADWAY SUITE# N/A, NEW YORK, NEW YORK 10003	CLAIRE'S BOUTIQUES, INC.	96,059
AAT DEL MONTE, LLC	STORE LEASE NUMBER 5623 LOCATED AT DEL MONTE CENTER	1460 DEL MONTE CENTER SUITE #C-100, MONTEREY, CALIFORNIA 93940	CLAIRE'S BOUTIQUES, INC.	25,189
AC BRAZOS MALL PARTNERS, LLC	STORE LEASE NUMBER 5701 LOCATED AT BRAZOS MALL	100 W. HWY. 332, SUITE #1286 LAKE JACKSON, TEXAS 77564	CLAIRE'S BOUTIQUES, INC.	10,853
AETNA LIFE INSURANCE COMPANY	STORE LEASE NUMBER 6641 LOCATED AT WALDEN GALLERIA	ONE WALDEN GALLERIA DR, SUITE #B112 BUFFALO, NEW YORK 14225	CLAIRE'S BOUTIQUES, INC.	10,291
ALDERWOOD MALL	STORE LEASE NUMBER 6148 LOCATED AT ALDERWOOD MALL	3000 184TH ST SW , SUITE #176 LYNNWOOD, WASHINGTON 98037	CLAIRE'S BOUTIQUES, INC.	29,875
ALLEN MATKINS LECK GAMBLE MALLORY & NATSIS LLP	STORE LEASE NUMBER 5522 LOCATED AT LAGUNA GATEWAY	9170 W STOCKTON BLVD, SUITE #130 ELK GROVE, CALIFORNIA 95758	CLAIRE'S BOUTIQUES, INC.	10,793
ALLEN PREMIUM OUTLETS, L.P.	STORE LEASE NUMBER 6805 LOCATED AT ALLEN PREMIUM OUTLETS	820 WEST STACY ROAD, SUITE# 626 ALLEN, TEXAS 75013	CLAIRE'S BOUTIQUES, INC.	24,130
ALTAMONTE MALL	STORE LEASE NUMBER 3300 LOCATED AT ALTAMONTE MALL	451 E ALTAMONTE DRIVE ST, SUITE #1253 ALTAMONTE SPRINGS, FLORIDA 32701	CLAIRE'S BOUTIQUES, INC.	19,023
APACHE MALL	STORE LEASE NUMBER 6016 LOCATED AT APACHE MALL	1055 APACHE MALL, SUITE #1055 ROCHESTER, MINNESOTA 55902	CLAIRE'S BOUTIQUES, INC.	17,259
ARDEN FAIR ASSOCIATES, L.P.	STORE LEASE NUMBER 8110 LOCATED AT ARDEN FAIR	1689 ARDEN WAY SUITE #1032, SACRAMENTO, CALIFORNIA 95815	CLAIRE'S BOUTIQUES, INC.	—
ARIZONA MILLS MALL, LLC	STORE LEASE NUMBER 3338 LOCATED AT ARIZONA MILLS	500 ARIZONA MILLS, SUITE #507 TEMPE, ARIZONA 85282	CLAIRE'S BOUTIQUES, INC.	34,128
ARROWHEAD TOWNE CENTER LLC	STORE LEASE NUMBER 6113 LOCATED AT ARROWHEAD TOWNE CENTER	7700-1040 WEST ARROWHEAD T.C. SUITE #1040, GLENDALE, ARIZONA 85308	CLAIRE'S BOUTIQUES, INC.	43,110
ARUNDEL MILLS LIMITED PARTNERSHIP	STORE LEASE NUMBER 6847 LOCATED AT ARUNDEL MILLS	7000 ARUNDEL MILLS CIRCLE, SUITE #411 HANOVER, MARYLAND 21076	CLAIRE'S BOUTIQUES, INC.	23,745
AUBURN MALL PROPERTIES LIMITED PARTNERSHIP	STORE LEASE NUMBER 3311 LOCATED AT AUBURN MALL	385 SOUTHBRIDGE ST., SUITE #N460 AUBURN, MASSACHUSETTS 01501	CLAIRE'S BOUTIQUES, INC.	12,908
AUGUSTA MALL	STORE LEASE NUMBER 6140 LOCATED AT AUGUSTA MALL	3450 WRIGHTSBORO RD, SUITE #2190 AUGUSTA, GEORGIA 30909	CLAIRE'S BOUTIQUES, INC.	51,543
AVENTURA MALL VENTURE	STORE LEASE NUMBER 5950 LOCATED AT AVENTURA MALL	19575 BISCAYNE BLVD., SUITE #1289 N. MIAMI BEACH, FLORIDA 33180	CLAIRE'S BOUTIQUES, INC.	96,789
AVENUES MALL, LLC	STORE LEASE NUMBER 3596 LOCATED AT THE AVENUES	10300 SOUTHSIDE BLVD., SUITE #1180 JACKSONVILLE, FLORIDA 32256	CLAIRE'S BOUTIQUES, INC.	8,976
AVENUES MALL, LLC	STORE LEASE NUMBER 5813 LOCATED AT THE AVENUES	10300 SOUTHSIDE BLVD., SUITE #2476A JACKSONVILLE, FLORIDA 32256	CLAIRE'S BOUTIQUES, INC.	25,682
AZALEA SHOPPING CENTER, LLC	STORE LEASE NUMBER 6456 LOCATED AT AZALEA SQUARE	214 AZALEA SQUARE BLVD, SUITE #464B SUMMERVILLE, SOUTH CAROLINA 29483	CLAIRE'S BOUTIQUES, INC.	11,758
BATTLEFIELD MALL; LLC	STORE LEASE NUMBER 3532 LOCATED AT BATTLEFIELD MALL	2825 SOUTH GLEN STONE ST., SUITE #109 SPRINGFIELD, MISSOURI 65804	CLAIRE'S BOUTIQUES, INC.	42,338
BATTLEFIELD MALL; LLC	STORE LEASE NUMBER 8380 LOCATED AT BATTLEFIELD MALL	2825 SOUTH GLEN STONE ST, SUITE #VC01A SPRINGFIELD, MISSOURI 65804	CLAIRE'S BOUTIQUES, INC.	13,162
BAYBROOK MALL	STORE LEASE NUMBER 6166 LOCATED AT BAYBROOK MALL	1336 BAYBROOK MALL, SUITE #1336 FRIENDSWOOD, TEXAS 77546	CLAIRE'S BOUTIQUES, INC.	46,628
BAYSHORE MALL	STORE LEASE NUMBER 5624 LOCATED AT BAYSHORE MALL	3300 BROADWAY, SUITE #0310 EUREKA, CALIFORNIA 95501	CLAIRE'S BOUTIQUES, INC.	4,683
BEACHWOOD PLACE	STORE LEASE NUMBER 6205 LOCATED AT BEACHWOOD PLACE	26300 CEDAR ROAD, SUITE #2140 BEACHWOOD, OHIO 44122	CLAIRE'S BOUTIQUES, INC.	28,718
BELDEN MALL LLC	STORE LEASE NUMBER 5154 LOCATED AT BELDEN VILLAGE	4336 BELDEN VILLAGE MALL, SUITE #D6 CANTON, OHIO 44718	CLAIRE'S BOUTIQUES, INC.	24,936
BELL WETHER PROPERTIES OF SOUTH CAROLINE; LIMITED PARTNERSHI	STORE LEASE NUMBER 8595 LOCATED AT HAYWOOD MALL	700 HAYWOOD RD, SUITE #1035 GREENVILLE, SOUTH CAROLINA 29607	CLAIRE'S BOUTIQUES, INC.	14,524
BELL WETHER PROPERTIES OF MASSACHUSETTS; L.P.	STORE LEASE NUMBER 3218 LOCATED AT BURLINGTON MALL	75 MIDDLESEX TPKE, SUITE #2060 BURLINGTON, MASSACHUSETTS 01803	CLAIRE'S BOUTIQUES, INC.	52,677
BELL WETHER PROPERTIES OF SOUTH CAROLINA LIMITED PARTNERSHIP	STORE LEASE NUMBER 3539 LOCATED AT HAYWOOD MALL	700 HAYWOOD ROAD, SUITE #1049 GREENVILLE, SOUTH CAROLINA 29607	CLAIRE'S BOUTIQUES, INC.	43,005
BIRCH RUN OUTLETS II, L.L.C.	STORE LEASE NUMBER 6389 LOCATED AT BIRCH RUN PREMIUM OUTLETS	12365 S. BEYER, SUITE #F450 BIRCH RUN, MICHIGAN 48415	CLAIRE'S BOUTIQUES, INC.	19,416
BOISE TOWNE SQUARE	STORE LEASE NUMBER 5729 LOCATED AT BOISE TOWN SQUARE	350 N. MILWAUKEE ST., SUITE #1171 BOISE, IDAHO 83704	CLAIRE'S BOUTIQUES, INC.	42,616
BRAINTREE PROPERTY ASSOCIATES LP	STORE LEASE NUMBER 3262 LOCATED AT SOUTH SHORE PLAZA	250 GRANITE STREET, SUITE #1073A BRAINTREE, MASSACHUSETTS 02184	CLAIRE'S BOUTIQUES, INC.	54,194
BRIARWOOD	STORE LEASE NUMBER 6273 LOCATED AT BRIARWOOD MALL	670B BRIARWOOD CIRCLE, SUITE #D-141 ANN ARBOR, MICHIGAN 48106	CLAIRE'S BOUTIQUES, INC.	12,609
BRDMOR LACENTERRA LLC	STORE LEASE NUMBER 5554 LOCATED AT LACENTERRA AT CINCO RANCH	23501 CINCO RANCH BLVD, SUITE #E110 KATY, TEXAS 77494	CLAIRE'S BOUTIQUES, INC.	51,123
BROOKLYN KINGS PLAZA LLC	STORE LEASE NUMBER 6186 LOCATED AT KINGS PLAZA SHOPPING CENTER	5169 KINGS PLAZA MALL, SUITE #244 BROOKLYN, NEW YORK 11234	CLAIRE'S BOUTIQUES, INC.	—
BROOKS SHOPPING CENTERS, LLC	STORE LEASE NUMBER 5543 LOCATED AT CROSS COUNTY CENTER	8000 MALL WALK, SUITE #5A80 YONKERS, NEW YORK 10704	CLAIRE'S BOUTIQUES, INC.	26,942
BROWARD MALL	STORE LEASE NUMBER 6426 LOCATED AT BROWARD MALL	8000 W BROWARD BLVD, SUITE #1323 PLANTATION, FLORIDA 33388	CLAIRE'S BOUTIQUES, INC.	6,818
CAPITAL AUGUSTA PROPERTIES LIMITED PARTNERSHIP	STORE LEASE NUMBER 6986 LOCATED AT MARKETPLACE AT AUGUSTA	2 STEPHEN KING DRIVE, SUITE #106 AUGUSTA, MAINE 04330	CLAIRE'S BOUTIQUES, INC.	12,610
CAPITAL MALL	STORE LEASE NUMBER 5704 LOCATED AT CAPITAL MALL	625 BLACK LAKE BLVD, SUITE #J1 OLYMPIA, WASHINGTON 98502	CLAIRE'S BOUTIQUES, INC.	23,266
CARLSBAD PREMIUM OUTLET OUTLETS, LLC	STORE LEASE NUMBER 616 LOCATED AT CARLSBAD PREMIUM OUTLETS	5620 PASEO DEL NORTE, SUITE #D126 CARLSBAD, CALIFORNIA 92008	CLAIRE'S BOUTIQUES, INC.	17,501
CAROLINA PLACE	STORE LEASE NUMBER 5943 LOCATED AT CAROLINA PLACE	11025 CAROLINA PL PKWY, SUITE #A-19 PINEVILLE, NORTH CAROLINA 28134	CLAIRE'S BOUTIQUES, INC.	27,322
CAROLINA PREMIUM OUTLETS, LLC	STORE LEASE NUMBER 6364 LOCATED AT CAROLINA PREMIUM OUTLETS	1025 OUTLET CENTER DR, SUITE #510 SMITHFIELD, NORTH CAROLINA 27577	CLAIRE'S BOUTIQUES, INC.	20,876
CASTLETON SQUARE, LLC	STORE LEASE NUMBER 5152 LOCATED AT CASTLETON SQUARE	6020 E. 82ND ST, SUITE #46 INDIANAPOLIS, INDIANA 46250	CLAIRE'S BOUTIQUES, INC.	53,984
CBL & ASSOCIATES MANAGEMENT, INC.	STORE LEASE NUMBER 5273 LOCATED AT HANES MALL	3320 SHELAS CREEK PKWY, SUITE #AU-560 WINSTON-SALEM, NORTH CAROLINA 27103	CLAIRE'S BOUTIQUES, INC.	18,028
CBL & ASSOCIATES MANAGEMENT, INC.	STORE LEASE NUMBER 5510 LOCATED AT PARKDALE MALL	6155 EASTEX FREEWAY, SUITE #G-726 BEAUMONT, TEXAS 77706	CLAIRE'S BOUTIQUES, INC.	5,991
CBL & ASSOCIATES MANAGEMENT; INC.	STORE LEASE NUMBER 5286 LOCATED AT MERIDIAN MALL	1982.E GRAND RIVER, SUITE# 345 OKEMOS, MICHIGAN 48864	CLAIRE'S BOUTIQUES, INC.	5,791
CENTENNIAL ADVISORY SERVICES LLC	STORE LEASE NUMBER 6633 LOCATED AT DULLES TOWN CENTER	21100 DULLES TOWN CIRCLE, SUITE #B-109 DULLES, VIRGINIA 20166	CLAIRE'S BOUTIQUES, INC.	11,703
CENTENNIAL REAL ESTATE MANAGEMENT LLC	STORE LEASE NUMBER 5310 LOCATED AT ANNAPOLIS MALL	1665 ANNAPOLIS MALL, SUITE #62 ANNAPOLIS, MARYLAND 21401	CLAIRE'S BOUTIQUES, INC.	51,751
CENTENNIAL REAL ESTATE MANAGEMENT LLC	STORE LEASE NUMBER 5840 LOCATED AT THE PROMENADE SHOPS AT SAUCON VALLEY	2845 CENTER VALLEY PKWY, SUITE #430 CENTER VALLEY, PENNSYLVANIA 18034	CLAIRE'S BOUTIQUES, INC.	3,292
CENTENNIAL VTC LLC	STORE LEASE NUMBER 6121 LOCATED AT VALENCIA TOWN CENTER	24201 W. VALENCIA BLVD., SUITE #1005 VALENCIA, CALIFORNIA 91355	CLAIRE'S BOUTIQUES, INC.	15,406
CENTENNIAL WESTLAND MALL PARTNERS LLC	STORE LEASE NUMBER 6194 LOCATED AT WESTLAND MALL	1675 W 49TH STREET, SUITE #1364 HIALEAH, FLORIDA 33012	CLAIRE'S BOUTIQUES, INC.	32,787
CENTERCAL PROPERTIES, LLC	STORE LEASE NUMBER 5074 LOCATED AT STATION PARK	877 W EAST PROMONTORY, SUITE #H-105 FARMINGTON, UTAH 84025	CLAIRE'S BOUTIQUES, INC.	19,009
CHAMPAIGN MARKET PLACE LLC	STORE LEASE NUMBER 5237 LOCATED AT MARKET PLACE SHOPPING CENTER	2000 N. NEIL STREET, SUITE #365 CHAMPAIGN, ILLINOIS 61820	CLAIRE'S BOUTIQUES, INC.	17,501
CHARLES MALL COMPANY LIMITED PARTNERSHIP	STORE LEASE NUMBER 5795 LOCATED AT ST. CHARLES TOWNE CENTER	11110 MALL CIRCLE SUITE #004, WALDORF, MARYLAND 20603	CLAIRE'S BOUTIQUES, INC.	—
CHARLOTTE OUTLETS LLC	STORE LEASE NUMBER 605 LOCATED AT CHARLOTTE PREMIUM OUTLETS	5404 NEW FASHION WAY, SUITE #994 CHARLOTTE, NORTH CAROLINA 28278	CLAIRE'S BOUTIQUES, INC.	13,642
CHELSEA FINANCING PARTNERSHIP; L.P.	STORE LEASE NUMBER 6663 LOCATED AT FOLSOM PREMIUM OUTLETS	13000 FOLSOM BLVD, SUITE# 1225 FOLSOM, CALIFORNIA 95630	CLAIRE'S BOUTIQUES, INC.	4,761
CHELSEA LIMERICK HOLDINGS; LLC	STORE LEASE NUMBER 5150 LOCATED AT PHILADELPHIA PREMIUM OUTLETS	18 LIGHT CAP ROAD, SUITE #1063 POTTSTOWN, PENNSYLVANIA 19464	CLAIRE'S BOUTIQUES, INC.	12,444
CHELSEA MONROE HOLDINGS	STORE LEASE NUMBER 3134 LOCATED AT CINCINNATI PREMIUM OUTLETS	400 PREMIUM OUTLETS DRIVE, SUITE #831 MONROE, OHIO 45050	CLAIRE'S BOUTIQUES, INC.	33,239
CHELSEA ORLANDO DEVELOPMENT LIMITED PARTNERSHIP	STORE LEASE NUMBER 6870 LOCATED AT ORLANDO VINELAND PREMIUM OUTLETS	8166 VINELAND RD, SUITE #1707 ORLANDO, FLORIDA 32821	CLAIRE'S BOUTIQUES, INC.	49,091
CHELSEA POCONO FINANCE;LLC	STORE LEASE NUMBER 6878 LOCATED AT THE CROSSINGS PREMIUM OUTLETS	1000 PREMIUM OUTLET DRIVE, SUITE #B00 TANNERSVILLE, PENNSYLVANIA 18372	CLAIRE'S BOUTIQUES, INC.	23,412
CHELSEA PROPERTY GROUP	STORE LEASE NUMBER 3035 LOCATED AT HOUSTON PREMIUM OUTLETS	29300 HEMPSTEAD ROAD, SUITE #205 CYPRESS, TEXAS 77433	CLAIRE'S BOUTIQUES, INC.	38,583
CHELSEA SAN DIEGO FINANCE, LLC	STORE LEASE NUMBER 6884 LOCATED AT LAS AMERICAS PREMIUM OUTLETS	4321 CAMINO DE LA PLAZA, SUITE #L-236 SAN YSIDRO, CALIFORNIA 92173	CLAIRE'S BOUTIQUES, INC.	33,053
CHESTERFIELD TOWNE CENTER	STORE LEASE NUMBER 5627 LOCATED AT CHESTERFIELD TOWNE CENTER	11500 MIDLOTHIAN TURN PIKE, SUITE #508 RICHMOND, VIRGINIA 23235	CLAIRE'S BOUTIQUES, INC.	16,332
CHICAGO PREMIUM OUTLETS LLC	STORE LEASE NUMBER 5191 LOCATED AT CHICAGO PREMIUM OUTLETS	1141 PREMIUM OUTLET BLVD., SUITE #1141 AURORA, ILLINOIS 60503	CLAIRE'S BOUTIQUES, INC.	21,644

Landlord Counterparty	Lease Description	Property Address	Debtor Party	Proposed Cure Amount (Local Currency)
CHRISTIANA MALL	STORE LEASE NUMBER 3148 LOCATED AT CHRISTIANA MALL	449 CHRISTIANA MALL, SUITE #1125 NEWARK, DELAWARE 19702	CLAIRE'S BOUTIQUES, INC.	42,064
CHRISTIANA MALL LLC	STORE LEASE NUMBER 8145 LOCATED AT CHRISTIANA MALL	513 CHRISTIANA MALL ROAD SUITE #222, NEWARK, DELAWARE 19702	CLAIRE'S BOUTIQUES, INC.	22,522
CITY CREEK ASSOCIATES LLC	STORE LEASE NUMBER 3190 LOCATED AT CITY CREEK CENTER	51 S MAIN ST., SUITE #113 SALT LAKE CITY, UTAH 84101	CLAIRE'S BOUTIQUES, INC.	23,145
CLACKAMAS MALL LLC	STORE LEASE NUMBER 6808 LOCATED AT CLACKAMAS TOWN CENTER	12000 SE 82 AVENUE, SUITE #H1-13 PORTLAND, OREGON 97086	CLAIRE'S BOUTIQUES, INC.	45,638
CLACKAMAS MALL LLC	STORE LEASE NUMBER 8009 LOCATED AT CLACKAMAS TOWN CENTER	12000 SE 82ND AVE, SUITE #G105 HAPPY VALLEY, OREGON 97086	CLAIRE'S BOUTIQUES, INC.	11,258
CLARKSBURG PREMIUM OUTLETS, LLC	STORE LEASE NUMBER 609 LOCATED AT CLARKSBURG PREMIUM OUTLETS	22705 CLARKSBURG ROAD, SUITE #938 CLARKSBURG, MARYLAND 20871	CLAIRE'S BOUTIQUES, INC.	15,620
COASTLAND CENTER	STORE LEASE NUMBER 6561 LOCATED AT COASTLAND CENTER	1942 N. TAMIAMI TRAIL, SUITE #30003 NAPLES, FLORIDA 34102	CLAIRE'S BOUTIQUES, INC.	24,797
COLORADO MILLS MALL LIMITED PARTNERSHIP	STORE LEASE NUMBER 3824 LOCATED AT COLORADO MILLS	14500 W. COLFAX, SUITE #489 LAKEWOOD, COLORADO 80401	CLAIRE'S BOUTIQUES, INC.	22,717
COLUMBIA MALL	STORE LEASE NUMBER 6473 LOCATED AT COLUMBIA MALL	2300 W. BERNADETTE DR., SUITE #502 COLUMBIA, MISSOURI 65203	CLAIRE'S BOUTIQUES, INC.	25,439
COLUMBIA MALL PARTNERSHIP	STORE LEASE NUMBER 1827 LOCATED AT COLUMBIA CENTER	1321 N COLUMBIA CENTER, SUITE #527 KENNEWICK, WASHINGTON 99360	CLAIRE'S BOUTIQUES, INC.	43,953
COLUMBIA MALL PARTNERSHIP	STORE LEASE NUMBER 3739 LOCATED AT COLUMBIA CENTER	1321 N COLUMBIA CENTER BLVD, SUITE #364 KENNEWICK, WASHINGTON 99336	CLAIRE'S BOUTIQUES, INC.	7,008
COLUMBIANA CENTRE	STORE LEASE NUMBER 5827 LOCATED AT COLUMBIANA CENTRE	100 COLUMBIANA CIRCLE, SUITE #1292 COLUMBIA, SOUTH CAROLINA 29212	CLAIRE'S BOUTIQUES, INC.	43,462
CONCORD MILLS MALL LIMITED PARTNERSHIP	STORE LEASE NUMBER 3488 LOCATED AT CONCORD MILLS	8111 CONCORD MILLS BLVD, SUITE #219 CONCORD, NORTH CAROLINA 28027	CLAIRE'S BOUTIQUES, INC.	34,005
CONNECTICUT POST MALL	STORE LEASE NUMBER 5953 LOCATED AT CONNECTICUT POST MALL	1201 BOSTON POST ROAD, SUITE #2066 MILFORD, CONNECTICUT 06460	CLAIRE'S BOUTIQUES, INC.	16,406
CORAL RIDGE MALL	STORE LEASE NUMBER 6625 LOCATED AT CORAL RIDGE MALL	1451 CORAL RIDGE AV., SUITE #403 CORALVILLE, IOWA 52241	CLAIRE'S BOUTIQUES, INC.	12,071
CORAL-CS/LTD. ASSOCIATES	STORE LEASE NUMBER 6336 LOCATED AT CORAL SQUARE	9299 W. ATLANTIC BLVD, SUITE #9299 CORAL SPRINGS, FLORIDA 33071	CLAIRE'S BOUTIQUES, INC.	19,420
COROC/HILTON HEAD II, L.L.C.	STORE LEASE NUMBER 6745 LOCATED AT TANGER OUTLETS HILTON HEAD	1414 FORDING ISLAND ROAD, SUITE #F140 BLUFORT, SOUTH CAROLINA 29910	CLAIRE'S BOUTIQUES, INC.	13,279
COROC'REHOBOTH II LLC	STORE LEASE NUMBER 6219 LOCATED AT TANGER OUTLETS REHOBOTH BEACH	36698 BAYSIDE OUTLET DR., SUITE #270 REHOBOTH BEACH, DELAWARE 19971	CLAIRE'S BOUTIQUES, INC.	12,959
CORONADO CENTER	STORE LEASE NUMBER 5804 LOCATED AT CORONADO CENTER	6600 MENAUL NE, SUITE #D-002 ALBUQUERQUE, NEW MEXICO 87110	CLAIRE'S BOUTIQUES, INC.	56,347
CORONADO CENTER	STORE LEASE NUMBER 8007 LOCATED AT CORONADO CENTER	6600 MENAUL NE, SUITE #H-001 ALBUQUERQUE, NEW MEXICO 87110	CLAIRE'S BOUTIQUES, INC.	4,998
CORPUS CHRISTI RETAIL VENTURE LP	STORE LEASE NUMBER 5583 LOCATED AT LA PALMERA	5488 S PADRE ISLAND DR., SUITE# 2200 CORPUS CHRISTI, TEXAS 78411	CLAIRE'S BOUTIQUES, INC.	37,758
COUNTRYSIDE MALL	STORE LEASE NUMBER 5602 LOCATED AT COUNTRYSIDE SQUARE	27001 U.S.19 NORTH, SUITE #1028A CLEARWATER, FLORIDA 33761	CLAIRE'S BOUTIQUES, INC.	16,476
CP VENTURE FIVE - APC LLC	STORE LEASE NUMBER 750 LOCATED AT THE AVENUE PEACHTREE CITY	239 CITY CIRCLE, SUITE 120 PEACHTREE CITY, GEORGIA 30269	CLAIRE'S BOUTIQUES, INC.	10,409
CPG FINANCE II, LLC	STORE LEASE NUMBER 6226 LOCATED AT VACAVILLE PREMIUM OUTLETS	131M NUT TREE ROAD, SUITE #131M VACAVILLE, CALIFORNIA 95687	CLAIRE'S BOUTIQUES, INC.	27,648
CPG MERCEDES, L.P.	STORE LEASE NUMBER 5715 LOCATED AT RIO GRANDE VALLEY PREMIUM OUTLETS	5001 EAST US EXPRESSWAY 83, SUITE #600C MERCEDES, TEXAS 78570	CLAIRE'S BOUTIQUES, INC.	17,937
CPG PARTNERS, L.P.	STORE LEASE NUMBER 6354 LOCATED AT ST. AUGUSTINE PREMIUM OUTLETS	2700 STATE RD 16, SUITE #201 ST. AUGUSTINE, FLORIDA 32092	CLAIRE'S BOUTIQUES, INC.	18,601
CPG PARTNERS, L.P.	STORE LEASE NUMBER 6579 LOCATED AT ALBERTVILLE PREMIUM OUTLETS	6415 LABEAUX AVE, SUITE #B140 ALBERTVILLE, MINNESOTA 55301	CLAIRE'S BOUTIQUES, INC.	17,173
CPG PARTNERS, L.P.	STORE LEASE NUMBER 6691 LOCATED AT LEESBURG PREMIUM OUTLETS	241 FORT EVANS ROAD, SUITE #023 LEESBURG, VIRGINIA 20176	CLAIRE'S BOUTIQUES, INC.	17,504
CPG ROUND ROCK, L.P.	STORE LEASE NUMBER 3638 LOCATED AT ROUND ROCK PREMIUM OUTLETS	4401 N. IH-35, SUITE #875 ROUND ROCK, TEXAS 78664	CLAIRE'S BOUTIQUES, INC.	15,705
CR LAKESIDE VILLAGE LLC	STORE LEASE NUMBER 6110 LOCATED AT LAKESIDE VILLAGE	1557 TOWN CENTER DRIVE, SUITE# G-120 LAKELAND, FLORIDA 33803	CLAIRE'S BOUTIQUES, INC.	8,888
CR MOUNT PLEASANT LLC	STORE LEASE NUMBER 6809 LOCATED AT MOUNT PLEASANT TOWNE CENTRE	1328 THEATER DRIVE, SUITE #C-2 MT. PLEASANT, SOUTH CAROLINA 29464	CLAIRE'S BOUTIQUES, INC.	11,287
CR WEBB GIN LLC	STORE LEASE NUMBER 5506 LOCATED AT THE SHOPS AT WEBB GIN	1350 SCenic HWY S.W. SR. #408, SUITE# 408 SNELLVILLE, GEORGIA 30078	CLAIRE'S BOUTIQUES, INC.	25,168
CRYSTAL RUN NEWCO LLC	STORE LEASE NUMBER 5993 LOCATED AT GALLERIA AT CRYSTAL RUN	1 GALLERIA DR., SUITE #A217 MIDDLETOWN, NEW YORK 10940	CLAIRE'S BOUTIQUES, INC.	19,943
CULVER CITY MALL LLC	STORE LEASE NUMBER 5830 LOCATED AT WESTFIELD CULVER CITY	136 FOX HILLS MALL, SUITE #B5 CULVER CITY, CALIFORNIA 90230	CLAIRE'S BOUTIQUES, INC.	45,554
CUMBERLAND MALL	STORE LEASE NUMBER 6192 LOCATED AT CUMBERLAND MALL (ATLANTA)	1325 CUMBERLAND MALL, SUITE #0221 ATLANTA, GEORGIA 30339	CLAIRE'S BOUTIQUES, INC.	30,719
CYPRESS FLAGSTAFF MALL, LP	STORE LEASE NUMBER 5411 LOCATED AT FLAGSTAFF MALL	4650 N.HIGHWAY 89A, SUITE# B030 FLAGSTAFF, ARIZONA 86001	CLAIRE'S BOUTIQUES, INC.	12,424
DALY CITY SERRAMONTE CENTER, LLC	STORE LEASE NUMBER 6154 LOCATED AT SERRAMONTE CENTER	35 SERRAMONTE CENTER, SUITE# J721 DALY CITY, CALIFORNIA 94015	CLAIRE'S BOUTIQUES, INC.	10,080
DANBURY MALL, LLC	STORE LEASE NUMBER 5505 LOCATED AT DANBURY FAIR MALL	7 BACKUS AVE, SUITE #E-107 DANBURY, CONNECTICUT 06810	CLAIRE'S BOUTIQUES, INC.	22,133
DEERBROOK MALL	STORE LEASE NUMBER 5402 LOCATED AT DEERBROOK MALL	20131 HIGHWAY 39 NORTH, SUITE #1328 HUMBLE, TEXAS 77338	CLAIRE'S BOUTIQUES, INC.	33,849
DEL AMO FASHION CENTER OPERATING COMPANY, L.L.C.	STORE LEASE NUMBER 5588 LOCATED AT DEL AMO FASHION CENTER	21712 HAWTHORNE BLVD, SUITE# 299 TORRANCE, CALIFORNIA 90503	CLAIRE'S BOUTIQUES, INC.	90,145
DENVER PREMIUM OUTLETS, LLC	STORE LEASE NUMBER 6587 LOCATED AT DENVER PREMIUM OUTLETS	13801 GRANT STREET, SUITE# 722 THORNTON, COLORADO 80023	CLAIRE'S BOUTIQUES, INC.	21,029
DESTIN COMMONS, LTD	STORE LEASE NUMBER 5595 LOCATED AT DESTIN COMMONS	4315 LEGENDARY DRIVE, SUITE #D130 DESTIN, FLORIDA 32241	CLAIRE'S BOUTIQUES, INC.	19,825
DOLPHIN MALL ASSOCIATES LIMITED PARTNERSHIP	STORE LEASE NUMBER 6766 LOCATED AT DOLPHIN MALL	11401 NW 12TH STREET, SUITE #130 MIAMI, FLORIDA 33172	CLAIRE'S BOUTIQUES, INC.	43,321
DOVER MALL, LLC	STORE LEASE NUMBER 5511 LOCATED AT DOVER MALL & COMMONS	4023 DOVER MALL, SUITE #4023 DOVER, DELAWARE 19901	CLAIRE'S BOUTIQUES, INC.	8,943
DT BROOKSIDE LLC	STORE LEASE NUMBER 706 LOCATED AT BROOKSIDE MARKETPLACE	7380C WEST 191ST STREET, SUITE 7 TINLEY PARK, ILLINOIS 60487	CLAIRE'S BOUTIQUES, INC.	12,374
EAST MESA MALL, L.L.C.	STORE LEASE NUMBER 3549 LOCATED AT SUPERSTITION SPRINGS CENTER	6555 E. SOUTHERN AVE., SUITE #A28 MESA, ARIZONA 85206	CLAIRE'S BOUTIQUES, INC.	21,650
EASTON TOWN CENTER LLC	STORE LEASE NUMBER 3502 LOCATED AT EASTON TOWN CENTER	110 EASTON TOWN CTR, SUITE #C-106 COLUMBUS, OHIO 43219	CLAIRE'S BOUTIQUES, INC.	50,345
EMI SANTA ROSA LIMITED PARTNERSHIP	STORE LEASE NUMBER 6132 LOCATED AT SANTA ROSA PLAZA	1001 SANTA ROSA PLAZA, SUITE #1001 SANTA ROSA, CALIFORNIA 95401	CLAIRE'S BOUTIQUES, INC.	17,685
EMI SANTA ROSA LIMITED PARTNERSHIP	STORE LEASE NUMBER 6520 LOCATED AT SANTA ROSA PLAZA	1046 SANTA ROSA PLAZA, SUITE #1046 SANTA ROSA, CALIFORNIA 95401	CLAIRE'S BOUTIQUES, INC.	6,065
EMPIRE MALL MALL LLC	STORE LEASE NUMBER 3378 LOCATED AT EMPIRE MALL	4001 WEST 41ST, SUITE #0018A SIOUX FALLS, SOUTH DAKOTA 57106	CLAIRE'S BOUTIQUES, INC.	8,839
EMPIRE MALL, LLC	STORE LEASE NUMBER 5264 LOCATED AT EMPIRE MALL	700 W. EMPIRE, SUITE #322 SIOUX FALLS, SOUTH DAKOTA 57106	CLAIRE'S BOUTIQUES, INC.	45,636
F/C GILROY DEVELOPMENT LLC	STORE LEASE NUMBER 3206 LOCATED AT GILROY PREMIUM OUTLETS	681 LEAVESLEY, SUITE #C095 GILROY, CALIFORNIA 95020	CLAIRE'S BOUTIQUES, INC.	3,198
FAIRFAX COMPANY OF VIRGINIA L.L.C.	STORE LEASE NUMBER 6271 LOCATED AT FAIR OAKS MALL	11750 FAIR OAKS SUITE #K221, FAIRFAX, VIRGINIA 22033	CLAIRE'S BOUTIQUES, INC.	10,782
FASHION CENTRE MALL, LLC	STORE LEASE NUMBER 6537 LOCATED AT FASHION CENTER AT PENTAGON CITY	1100 S. HAYES STREET SUITE #X-5, ARLINGTON, VIRGINIA 22202	CLAIRE'S BOUTIQUES, INC.	-
FASHION SHOW	STORE LEASE NUMBER 720 LOCATED AT FASHION SHOW MALL	3200 LAS VEGAS BOULEVARD #2805, SUITE 2805 LAS VEGAS, NEVADA 89109	CLAIRE'S BOUTIQUES, INC.	17,959
FASHION SQUARE MALL REALTY HOLDING LLC	STORE LEASE NUMBER 6087 LOCATED AT FASHION SQUARE MALL	4853 FASHION SQUARE MALL SUITE #D414, SAGINAW, MICHIGAN 48604	CLAIRE'S BOUTIQUES, INC.	844
FASHION VALLEY MALL, LLC	STORE LEASE NUMBER 6757 LOCATED AT FASHION VALLEY MALL	7007 FRIARS ROAD, SUITE #363 SAN DIEGO, CALIFORNIA 92108	CLAIRE'S BOUTIQUES, INC.	41,973
FEDERAL REALTY INVESTMENT TRUST	STORE LEASE NUMBER 5057 LOCATED AT THE SHOPS AT WILLOW LAWN	1601 WILLOW LAWN DR, SUITE #300A RICHMOND, VIRGINIA 23230	CLAIRE'S BOUTIQUES, INC.	10,234
FIDELIS REALTY PARTNERS, LTD.	STORE LEASE NUMBER 5225 LOCATED AT MEYERLAND PLAZA	394 MEYERLAND PLAZA MALL, SUITE #394 HOUSTON, TEXAS 77096	CLAIRE'S BOUTIQUES, INC.	11,258
FIRST COLONY MALL	STORE LEASE NUMBER 6450 LOCATED AT FIRST COLONY MALL	16355 SOUTHWEST FRELEWAY, SUITE #105 SUGARLAND, TEX 75479	CLAIRE'S BOUTIQUES, INC.	31,471
FLATIRON PROPERTY HOLDING, L.L.C.	STORE LEASE NUMBER 3014 LOCATED AT FLATIRON CROSSING	1 WEST FLATIRON CIR., SUITE #2090 BROOMFIELD, COLORADO 80021	CLAIRE'S BOUTIQUES, INC.	28,154
FLORIDA KEYS FACTORY SHOPS LIMITED PARTNERSHIP	STORE LEASE NUMBER 6191 LOCATED AT FLORIDA KEYS OUTLET MARKETPLACE	250 EAST PALM DRIVE, SUITE #165 FLORIDA CITY, FLORIDA 33034	CLAIRE'S BOUTIQUES, INC.	12,961
FLORIDA MALL ASSOCIATES, LTD	STORE LEASE NUMBER 6987 LOCATED AT THE FLORIDA MALL	8001 S ORANGE BLOSSOM, SUITE #1250 ORLANDO, FLORIDA 32809	CLAIRE'S BOUTIQUES, INC.	41,939
FOOTHILLS MALL OWNER EQUITIES, LLC	STORE LEASE NUMBER 5544 LOCATED AT FOOTHILLS MALL	129 FOOTHILLS MALL SUITE# 44C, MARYVILLE, TENNESSEE 37801	CLAIRE'S BOUTIQUES, INC.	5,816
FORBES TAUBMAN ORLANDO L.L.C.	STORE LEASE NUMBER 6754 LOCATED AT MALL AT MILLENIA	4200 CONROY ROAD, STE 125 ORLANDO, FLORIDA 32839	CLAIRE'S BOUTIQUES, INC.	47,568
FORBES/COHEN FLORIDA PROPERTIES LIMITED PARTNERSHIP	STORE LEASE NUMBER 6359 LOCATED AT THE GARDENS MALL	3101 PGA BLVD., SUITE #E100 PALM BEACH GARDENS, FLORIDA 33410	CLAIRE'S BOUTIQUES, INC.	16,105
FOUR SEASONS TOWN CENTRE	STORE LEASE NUMBER 5643 LOCATED AT FOUR SEASONS TOWN CENTRE	322 FOUR SEASONS MALL, SUITE #322 GREENSBORO, NORTH CAROLINA 27407	CLAIRE'S BOUTIQUES, INC.	15,613
FOX RIVER MALL	STORE LEASE NUMBER 5377 LOCATED AT FOX RIVER MALL	4301 WEST WISCONSIN AVE, SUITE #558 APPLETON, WISCONSIN 54913	CLAIRE'S BOUTIQUES, INC.	59,839
FOX VALLEY MALL	STORE LEASE NUMBER 5184 LOCATED AT FOX VALLEY MALL	2070 FOX VALLEY CENTER, SUITE #C-11 AURORA, ILLINOIS 60504	CLAIRE'S BOUTIQUES, INC.	31,224
FREEMALL ASSOCIATES, LLC	STORE LEASE NUMBER 5796 LOCATED AT FREEHOLD RACEWAY MALL	3710 ROUTE 9, SUITE #B222 FREEHOLD, NEW JERSEY 07728	CLAIRE'S BOUTIQUES, INC.	19,235
GALLATIN MALL GROUP, L.L.C.	STORE LEASE NUMBER 6068 LOCATED AT GALLATIN CROSSING	2825 W. MAIN, UNIT 4-D BOZEMAN, MONTANA 59718	CLAIRE'S BOUTIQUES, INC.	10,715

Landlord Counterparty	Lease Description	Property Address	Debtor Party	Proposed Cure Amount (Local Currency)
GALLERIA AT TYLER	STORE LEASE NUMBER 8042 LOCATED AT GALLERIA AT TYLER	2166 GALLERIA AT TYLER SUITE #F219, RIVERSIDE, CALIFORNIA 92503	CLAIRE'S BOUTIQUES, INC.	4,119
GALLERIA AT TYLER MANAGEMENT OFFICE	STORE LEASE NUMBER 6029 LOCATED AT GALLERIA AT TYLER	2010 GALLERIA AT TYLER, SUITE #F202 RIVERSIDE, CALIFORNIA 92503	CLAIRE'S BOUTIQUES, INC.	28,431
GALLERIA AT WOLFCHASE, LLC	STORE LEASE NUMBER 3345 LOCATED AT WOLFCHASE GALLERIA	2760 NORTH GERMANTOWN, SUITE #1610 MEMPHIS, TENNESSEE 38133	CLAIRE'S BOUTIQUES, INC.	6,625
GALLERIA AT WOLFCHASE, LLC	STORE LEASE NUMBER 6577 LOCATED AT WOLFCHASE GALLERIA	2760 NORTH GERMANTOWN, SUITE #2340 MEMPHIS, TENNESSEE 38133	CLAIRE'S BOUTIQUES, INC.	48,830
GALVESTON OUTLETS, LLC	STORE LEASE NUMBER 5948 LOCATED AT TANGER OUTLETS HOUSTON	5885 GULF FREEWAY, SUITE #335 TEXAS CITY, TEXAS 77591	CLAIRE'S BOUTIQUES, INC.	18,302
GGP - MAINE MALL L.L.C.	STORE LEASE NUMBER 6138 LOCATED AT THE MAINE MALL	364 MAINE MALL RD, SUITE #N123 SOUTH PORTLAND, MAINE 04106	CLAIRE'S BOUTIQUES, INC.	23,717
GGP ALA MOANA LLC	STORE LEASE NUMBER 5034 LOCATED AT ALA MOANA CENTER	1450 ALA MOANA CENTER, SUITE# 3021 HONOLULU, HAWAII 96814	CLAIRE'S BOUTIQUES, INC.	84,526
GGP STATEN ISLAND MALL, LLC	STORE LEASE NUMBER 6003 LOCATED AT STATEN ISLAND MALL	2655 RICHMOND AVENUE, SUITE #2492 STATEN ISLAND, NEW YORK 10314	CLAIRE'S BOUTIQUES, INC.	56,648
GGP-MALL OF LOUISIANA; L.P.	STORE LEASE NUMBER 3415 LOCATED AT MALL OF LOUISIANA	6401 BLUEBONNET ROAD, SUITE #2032 BATON ROUGE, LOUISIANA 70836	CLAIRE'S BOUTIQUES, INC.	16,095
GGP-MALL OF LOUISIANA; L.P.	STORE LEASE NUMBER 6476 LOCATED AT MALL OF LOUISIANA	6401 BLUEBONNET BLVD, SUITE #1110 BATON ROUGE, LOUISIANA 70836	CLAIRE'S BOUTIQUES, INC.	36,033
GGP-OTAY RANCH; L.P.	STORE LEASE NUMBER 5793 LOCATED AT OTAY RANCH TOWN CENTER	2015 BIRCH ROAD, SUITE #507 CHULA VISTA, CALIFORNIA 91915	CLAIRE'S BOUTIQUES, INC.	9,132
GLENDALE GALLERIA	STORE LEASE NUMBER 3283 LOCATED AT GLENDALE GALLERIA	2185 GLENDALE GALLERIA, SUITE #BU05 GLENDALE, CALIFORNIA 91210	CLAIRE'S BOUTIQUES, INC.	53,923
GOULSTON & STORRS, P.C.	STORE LEASE NUMBER 6411 LOCATED AT THE SHOPS AT FARMINGTON VALLEY	110 ALBANY TURNPIKE, SUITE #1012 CANTON, CONNECTICUT 06019	CLAIRE'S BOUTIQUES, INC.	10,774
GOVERNORS SQUARE	STORE LEASE NUMBER 6035 LOCATED AT GOVERNOR'S SQUARE MALL	1500 PALACHEE PARKWAY, SUITE #2400 TALLAHASSEE, FLORIDA 32301	CLAIRE'S BOUTIQUES, INC.	23,332
GRAND PRAIRIE OUTLETS, LLC	STORE LEASE NUMBER 608 LOCATED AT GRAND PRAIRIE PREMIUM OUTLETS	2950 W INTERSTATE 20, SUITE #605 GRAND PRAIRIE, TEXAS 75052	CLAIRE'S BOUTIQUES, INC.	11,278
GRAND TETON MALL, LLC	STORE LEASE NUMBER 5452 LOCATED AT GRAND TETON MALL	2300 E 17TH STREET, SUITE #1120 IDAHO FALLS, IDAHO 83404	CLAIRE'S BOUTIQUES, INC.	34,261
GRAND TRAVERSE MALL	STORE LEASE NUMBER 5986 LOCATED AT GRAND TRAVERSE MALL	3200 S AIRPORT RD W, SUITE #524 TRAVERSE CITY, MICHIGAN 49684	CLAIRE'S BOUTIQUES, INC.	15,381
GRAPEVINE MILLS; LP	STORE LEASE NUMBER 3339 LOCATED AT GRAPEVINE MILLS	3000 GRAPEVINE MILL PKWY, SUITE #546 GRAPEVINE, TEXAS 76051	CLAIRE'S BOUTIQUES, INC.	33,198
GREEN HILLS MALL TRG LLC	STORE LEASE NUMBER 1819 LOCATED AT MALL AT GREEN HILLS	2126 ABBOTT MARTIN RD SUITE #173, NASHVILLE, TENNESSEE 37215	CLAIRE'S BOUTIQUES, INC.	14,899
GREENE TOWN CENTER; LLC	STORE LEASE NUMBER 5281 LOCATED AT THE GREENE	76 CHESTNUT STREET, SUITE# H-118 BEAVERCREEK, OHIO 45440	CLAIRE'S BOUTIQUES, INC.	8,517
GREENVILLE MALL	STORE LEASE NUMBER 6447 LOCATED AT GREENVILLE MALL	714 SOUTHEAST GREENVILLE BLVD, SUITE #00019 GREENVILLE, NORTH CAROLINA 27858	CLAIRE'S BOUTIQUES, INC.	15,254
GREENWOOD MALL REALTY HOLDING LLC	STORE LEASE NUMBER 5276 LOCATED AT GREENWOOD	2625 SCOTTSVILLE ROAD, SUITE #0426 BOWLING GREEN, KENTUCKY 42101	CLAIRE'S BOUTIQUES, INC.	-
GROVE CITY FACTORY SHOPS LIMITED PARTNERSHIP	STORE LEASE NUMBER 6099 LOCATED AT GROVE CITY PREMIUM OUTLETS	1911 LEEBSBURG, SUITE #A2 GROVE CITY, PENNSYLVANIA 16127	CLAIRE'S BOUTIQUES, INC.	23,526
GSM 2014-GC26 WEST KAAHUMANU AVENUE LLC	STORE LEASE NUMBER 6410 LOCATED AT QUEEN KAAHUMANU CENTER	275 KAAHUMANU AVENUE, SUITE# 1B07 KAHULUI, HAWAII 96732	CLAIRE'S BOUTIQUES, INC.	26,520
GTM DEVELOPMENT, LTD.	STORE LEASE NUMBER 5292 LOCATED AT GOLDEN TRIANGLE MALL	2301 B3E S., SUITE #L16 DENTON, TEXAS 76205	CLAIRE'S BOUTIQUES, INC.	12,605
GULF COAST FACTORY SHOPS LIMITED PARTNERSHIP	STORE LEASE NUMBER 6234 LOCATED AT ELLENTON PREMIUM OUTLETS	5363 FACTORY SHOPS BLVD, SUITE #565 ELLENTON, FLORIDA 34222	CLAIRE'S BOUTIQUES, INC.	32,253
GULFPORT FACTORY SHOPS LIMITED PARTNERSHIP	STORE LEASE NUMBER 5373 LOCATED AT GULFPORT PREMIUM OUTLETS	10130 FACTORY SHOPS BLVD, SUITE #130 GULFPORT, MISSISSIPPI 39503	CLAIRE'S BOUTIQUES, INC.	7,088
HAMILTON TOWN CENTER; LLC	STORE LEASE NUMBER 6694 LOCATED AT HAMILTON TOWN CENTER	13068 TOWN CENTER BLVD, SUITE #F09 NOBLESVILLE, INDIANA 46060	CLAIRE'S BOUTIQUES, INC.	28,010
HAWTHORN, L.P.	STORE LEASE NUMBER 5614 LOCATED AT HAWTHORN MALL	526 HAWTHORN CENTER SUITE #523, VERNON HILLS, ILLINOIS 60061	CLAIRE'S BOUTIQUES, INC.	13,907
HCW PRIVATE DEVELOPMENT, LLC	STORE LEASE NUMBER 6420 LOCATED AT BRANSON LANDING	715 BRANSON LANDING BLVD, SUITE #321 BRANSON, MISSOURI 65616	CLAIRE'S BOUTIQUES, INC.	5,924
HG GALLERIA; I, II, III, L.P.	STORE LEASE NUMBER 6723 LOCATED AT THE GALLERIA	5085 WESTHEIMER ROAD, SUITE #A1185 HOUSTON, TEXAS 77056	CLAIRE'S BOUTIQUES, INC.	32,005
HGIT BRIARGATE LLC	STORE LEASE NUMBER 3432 LOCATED AT THE PROMENADE SHOPS AT BRIARGATE	1645 BRIARGATE PARKWAY, SUITE #C330 COLORADO SPRINGS, COLORADO 80920	CLAIRE'S BOUTIQUES, INC.	17,638
HOLYOKE MALL COMPANY, L.P.	STORE LEASE NUMBER 3401 LOCATED AT HOLYOKE MALL AT INGLESIDE	50 HOLYOKE STREET, SUITE #H209 HOLYOKE, MASSACHUSETTS 01040	CLAIRE'S BOUTIQUES, INC.	27,606
HULEN MALL	STORE LEASE NUMBER 6013 LOCATED AT HULEN MALL	4800 S HULEN, SUITE #2575 FT. WORTH, TEXAS 76132	CLAIRE'S BOUTIQUES, INC.	14,014
IA SAN ANTONIO WESTOVER, LLC	STORE LEASE NUMBER 6906 LOCATED AT WESTOVER MARKETPLACE	8203 HWY 151, SUITE #109 SAN ANTONIO, TEXAS 78245	CLAIRE'S BOUTIQUES, INC.	6,990
ING REAL ESTATE FINANCE (USA) LLC	STORE LEASE NUMBER 1873 LOCATED AT INLAND CENTER MALL	500 INLAND CENTER DRIVE, SUITE# 214 SAN BERNARDINO, CALIFORNIA 92408	CLAIRE'S BOUTIQUES, INC.	21,896
INLAND COMMERCIAL REAL ESTATE SERVICES LLC / BLDG. #75019	STORE LEASE NUMBER 6893 LOCATED AT DOGWOOD FESTIVAL MARKET	202 DOGWOOD BLVD, SUITE #21 FLOWOOD, MISSISSIPPI 39232	CLAIRE'S BOUTIQUES, INC.	18,081
IRVING MALL	STORE LEASE NUMBER 6401 LOCATED AT IRVING MALL	3656 IRVING MALL, SUITE #C01 IRVING, TEXAS 75062	CLAIRE'S BOUTIQUES, INC.	846
JG ELIZABETH, II, LLC	STORE LEASE NUMBER 6499 LOCATED AT THE MILLS AT JERSEY GARDENS	651 KAPONISKY ROAD, SUITE #2232 ELIZABETH, NEW JERSEY 07201	CLAIRE'S BOUTIQUES, INC.	57,637
JLL RETAIL	STORE LEASE NUMBER 6298 LOCATED AT ROSEDALE CENTER	1595 HIGHWAY 36 W, SUITE #560 ROSEVILLE, MINNESOTA 55113	CLAIRE'S BOUTIQUES, INC.	16,024
JONES DAY	STORE LEASE NUMBER 6615 LOCATED AT THE SHOPS AT WIREGRASS	28163 PASEO DRIVE, SUITE #810 WESLEY CHAPEL, FLORIDA 33543	CLAIRE'S BOUTIQUES, INC.	21,333
JONES LANG LASALLE	STORE LEASE NUMBER 8133 LOCATED AT PUEBLO MALL	3515 DILLON DRIVE, SUITE# F-7 PUEBLO, COLORADO 81098	CLAIRE'S BOUTIQUES, INC.	6,214
JORDAN CREEK TOWN CENTER	STORE LEASE NUMBER 6601 LOCATED AT JORDAN CREEK TOWN CENTER	101 JORDAN CREEK PKWY, SUITE #11460 WEST DES MOINES, IOWA 50266	CLAIRE'S BOUTIQUES, INC.	41,698
KENNEDY MALL	STORE LEASE NUMBER 5746 LOCATED AT KENNEDY MALL	555 JOHN F KENNEDY RD SUITE #262, DUBUQUE, IOWA 52002	CLAIRE'S BOUTIQUES, INC.	19,062
KENWOOD MALL L.L.C.	STORE LEASE NUMBER 5693 LOCATED AT KENWOOD TOWNE CENTRE	7875 MONTGOMERY RD., SUITE #1133 CINCINNATI, OHIO 45236	CLAIRE'S BOUTIQUES, INC.	45,403
KEYSTONE PHILADELPHIA PROPERTIES, L.P.	STORE LEASE NUMBER 744 LOCATED AT FASHION DISTRICT PHILADELPHIA	901 MARKET STREET, PHILADELPHIA, PENNSYLVANIA 19107	CLAIRE'S BOUTIQUES, INC.	20,837
KING OF PRUSSIA ASSOCIATES	STORE LEASE NUMBER 6162 LOCATED AT KING OF PRUSSIA	ROUTE 202 AND 363, SUITE #1128 KING OF PRUSSIA, PENNSYLVANIA 19406	CLAIRE'S BOUTIQUES, INC.	41,847
KRE COLONIE OWNER LLC	STORE LEASE NUMBER 5207 LOCATED AT COLONIE CENTER	1417 CENTRAL AVE, SUITE #425 ALBANY, NEW YORK 12205	CLAIRE'S BOUTIQUES, INC.	9,989
KRG LAS VEGAS CENTENNIAL CENTER, LLC	STORE LEASE NUMBER 5941 LOCATED AT CENTENNIAL CENTER	7991 W. TROPICAL PARKWAY, SUITE #27-F LAS VEGAS, NEVADA 89149	CLAIRE'S BOUTIQUES, INC.	11,909
LA CANTERA RETAIL LIMITED PARTNERSHIP	STORE LEASE NUMBER 5456 LOCATED AT THE SHOPS AT LA CANTERA	15900 LA CANTERA PKWY, SUITE #1895 SAN ANTONIO, TEXAS 78256	CLAIRE'S BOUTIQUES, INC.	37,937
LAKELINE DEVELOPERS	STORE LEASE NUMBER 6322 LOCATED AT LAKELINE MALL	11200 LAKELINE MALL DR, SUITE #B02 CEDAR PARK, TEXAS 78613	CLAIRE'S BOUTIQUES, INC.	18,910
LAS VEGAS NORTH OUTLETS, LLC	STORE LEASE NUMBER 617 LOCATED AT LAS VEGAS NORTH PREMIUM OUTLETS	875 S GRAND CENTRAL PKWY, SUITE #1507 LAS VEGAS, NEVADA 89106	CLAIRE'S BOUTIQUES, INC.	32,414
LAS VEGAS SOUTH OUTLETS, LLC	STORE LEASE NUMBER 6568 LOCATED AT LAS VEGAS SOUTH PREMIUM OUTLETS	7800 LAS VEGAS SOUTH, SUITE #00648 LAS VEGAS, NEVADA 89123	CLAIRE'S BOUTIQUES, INC.	31,519
LAWRENCE ASSOCIATES	STORE LEASE NUMBER 6107 LOCATED AT QUAKER BRIDGE MALL	253 QUAKER BRIDGE MALL, SUITE #1239B LAWRENCEVILLE, NEW JERSEY 08648	CLAIRE'S BOUTIQUES, INC.	25,261
LEE OUTLETS LLC	STORE LEASE NUMBER 6634 LOCATED AT LEE PREMIUM OUTLETS	290 PREMIUM OUTLETS BLVD, SUITE #F290 LEE, MASSACHUSETTS 01238	CLAIRE'S BOUTIQUES, INC.	8,353
LIBERTY CENTER LLC	STORE LEASE NUMBER 3825 LOCATED AT LIBERTY CENTER	7100 FOUNDRY ROW, SUITE #S-184 LIBERTY TOWNSHIP, OHIO 45069	CLAIRE'S BOUTIQUES, INC.	18,539
LIGHTHOUSE PLACE PREMIUM OUTLETS, LLC	STORE LEASE NUMBER 6629 LOCATED AT LIGHTHOUSE PREMIUM OUTLETS	1635 LIGHTHOUSE PLACE, SUITE #P070 MICHIGAN CITY, INDIANA 46360	CLAIRE'S BOUTIQUES, INC.	18,245
LINCOLN PLAZA CENTER, L.P.	STORE LEASE NUMBER 6023 LOCATED AT OXFORD VALLEY MALL	2300 EAST LINCOLN HWY, SUITE #1117 LANGHORNE, PENNSYLVANIA 19047	CLAIRE'S BOUTIQUES, INC.	11,453
LINCOLN PROPERTY CO.	STORE LEASE NUMBER 6415 LOCATED AT SHERMAN TOWN CENTER	3916 TOWN CENTER STREET, SUITE #3916 SHERMAN, TEXAS 75091	CLAIRE'S BOUTIQUES, INC.	19,355
LIVERMORE PREMIUM OUTLETS, LLC	STORE LEASE NUMBER 612 LOCATED AT SAN FRANCISCO PREMIUM OUTLETS	2774 LIVERMORE OUTLETS DRIVE, SUITE #340 LIVERMORE, CALIFORNIA 94551	CLAIRE'S BOUTIQUES, INC.	28,424
LYNNHAVEN MALL	STORE LEASE NUMBER 6103 LOCATED AT LYNNHAVEN MALL	701 LYNNHAVEN PKWY, SUITE# B12 VIRGINIA BEACH, VIRGINIA 23452	CLAIRE'S BOUTIQUES, INC.	21,367
M.S. MANAGEMENT ASSOCIATES, INC	STORE LEASE NUMBER 3394 LOCATED AT CIELO VISTA MALL	8401 GATEWAY W, SUITE #P02A EL PASO, TEXAS 79925	CLAIRE'S BOUTIQUES, INC.	15,694
M.S. MANAGEMENT ASSOCIATES, INC	STORE LEASE NUMBER 5369 LOCATED AT MIAMI INTERNATIONAL MALL	1455 NORTHWEST 107TH AVENUE, SUITE #740 MIAMI, FLORIDA 33172	CLAIRE'S BOUTIQUES, INC.	21,741
M.S. MANAGEMENT ASSOCIATES, INC	STORE LEASE NUMBER 8639 LOCATED AT LA PLAZA MALL	2200 SOUTH 10TH STREET, SUITE# Q-16A MCALLEN, TEXAS 78503	CLAIRE'S BOUTIQUES, INC.	18,525
M.S. MANAGEMENT ASSOCIATES, INC	STORE LEASE NUMBER 5527 LOCATED AT THE FLORIDA MALL	8001 S. ORANGE BLOSSOM SUITE #844, ORLANDO, FLORIDA 32809	CLAIRE'S BOUTIQUES, INC.	-
M.S. MANAGEMENT ASSOCIATES, INC	STORE LEASE NUMBER 5954 LOCATED AT THE MALL AT ROCKINGHAM PARK	99 ROCKINGHAM PARK BLVD SUITE #E125, SALEM, NEW HAMPSHIRE 03079	CLAIRE'S BOUTIQUES, INC.	-
MACERICH	STORE LEASE NUMBER 3561 LOCATED AT NORTH PARK	320 W. KIMBERLY RD, SUITE #0070 DAVENPORT, IOWA 52806	CLAIRE'S BOUTIQUES, INC.	6,744
MACERICH BUENAVENTURA LIMITED PARTNERSHIP	STORE LEASE NUMBER 6796 LOCATED AT PACIFIC VIEW VENTURA	3301 E. MAIN ST., SUITE #1101 VENTURA, CALIFORNIA 93003	CLAIRE'S BOUTIQUES, INC.	17,478
MACERICH CERRITOS, LLC	STORE LEASE NUMBER 3443 LOCATED AT LOS CERRITOS CENTER	115 LOS CERRITOS CTR, SUITE# B04 CERRITOS, CALIFORNIA 90703	CLAIRE'S BOUTIQUES, INC.	34,544
MACERICH CRABTREE LP	STORE LEASE NUMBER 6448 LOCATED AT CRABTREE VALLEY MALL	4325 GLENWOOD AVENUE, SUITE #2076 RALEIGH, NORTH CAROLINA 27612	CLAIRE'S BOUTIQUES, INC.	32,673
MACERICH DEPTFORD, LLC	STORE LEASE NUMBER 5877 LOCATED AT DEPTFORD MALL	1750 DEPTFORD CTR ROAD, SUITE #1214 DEPTFORD, NEW JERSEY 08096	CLAIRE'S BOUTIQUES, INC.	-

Landlord Counterparty	Lease Description	Property Address	Debtor Party	Proposed Cure Amount (Local Currency)
MACERICH FRESNO LIMITED PARTNERSHIP	STORE LEASE NUMBER 6025 LOCATED AT FASHION FAIR	657 E SHAW AVE, SUITE #E05 FRESNO, CALIFORNIA 93710	CLAIRE'S BOUTIQUES, INC.	37,500
MACERICH NORTH PARK MALL LLC	STORE LEASE NUMBER 6496 LOCATED AT NORTH PARK	320 W. KIMBERLY, SUITE #158A DAVENPORT, IOWA 52806	CLAIRE'S BOUTIQUES, INC.	16,771
MACERICH PROPERTY MANAGEMENT COMPANY MACERICH PROPERTY MANAGEMENT COMPANY, LLC; AS AGENT FOR MACE	STORE LEASE NUMBER 5573 LOCATED AT THE MALL OF VICTOR VALLEY	14400 BEAR VALLEY RD, SUITE 317 VICTORVILLE, CALIFORNIA 92392	CLAIRE'S BOUTIQUES, INC.	27,779
	STORE LEASE NUMBER 6382 LOCATED AT LAKEWOOD CENTER	371 LAKEWOOD CENTER, SUITE #371 LAKEWOOD, CALIFORNIA 90712	CLAIRE'S BOUTIQUES, INC.	11,455
MACERICH PROPERTY MANAGEMENT COMPANY, LLP	STORE LEASE NUMBER 3507 LOCATED AT LAKEWOOD CENTER	371 LAKEWOOD CENTER SUITE #100, LAKEWOOD, CALIFORNIA 90712	CLAIRE'S BOUTIQUES, INC.	11,694
MACERICH SOUTH PLAINS LP	STORE LEASE NUMBER 5484 LOCATED AT SOUTH PLAINS MALL	6002 SLIDE ROAD, SUITE #G23 LUBBOCK, TEXAS 79414	CLAIRE'S BOUTIQUES, INC.	5,334
MACERICH STONEWOOD, LLC	STORE LEASE NUMBER 6386 LOCATED AT STONEWOOD CENTER	351 STONEWOOD STREET, SUITE #B21 DOWNEY, CALIFORNIA 90241	CLAIRE'S BOUTIQUES, INC.	27,061
MACERICH VALLEY RIVER CENTER LLC	STORE LEASE NUMBER 6958 LOCATED AT VALLEY RIVER CENTER	509 VALLEY RIVER CENTER, SUITE #H-11 EUGENE, OREGON 97401	CLAIRE'S BOUTIQUES, INC.	25,437
MACERICH VINTAGE FAIRE LIMITED PARTNERSHIP	STORE LEASE NUMBER 5990 LOCATED AT VINTAGE FAIRE MALL	3401 DALE RD, SUITE #Q-21 MODESTO, CALIFORNIA 95356	CLAIRE'S BOUTIQUES, INC.	46,094
MACERICH VINTAGE FAIRE LIMITED PARTNERSHIP	STORE LEASE NUMBER 8107 LOCATED AT VINTAGE FAIRE MALL	3401 DALE ROAD, SUITE #101A MODESTO, CALIFORNIA 95356	CLAIRE'S BOUTIQUES, INC.	43,438
MALL AT COTTONWOOD, LLC	STORE LEASE NUMBER 3318 LOCATED AT COTTONWOOD MALL	10000 COORS BY PASS SUITE #0G220, ALBUQUERQUE, NEW MEXICO 87114	CLAIRE'S BOUTIQUES, INC.	8,237
MALL AT GREAT LAKES, LLC	STORE LEASE NUMBER 8496 LOCATED AT GREAT LAKES MALL	7850 MENTOR AVENUE SUITE #820, MENTOR, OHIO 44060	CLAIRE'S BOUTIQUES, INC.	8,114
MALL AT GURNEE MILLS; LLC	STORE LEASE NUMBER 5923 LOCATED AT GURNEE MILLS	6170 W GRAND AVENUE, SUITE #795 GURNEE, ILLINOIS 60031	CLAIRE'S BOUTIQUES, INC.	32,535
MALL AT KATY MILLS, L.P.	STORE LEASE NUMBER 3487 LOCATED AT KATY MILLS	5000 KATY MILLS CIRCLE, SUITE #153 KATY, TEXAS 77494	CLAIRE'S BOUTIQUES, INC.	32,637
MALL AT LEHIGH VALLEY; L.P.	STORE LEASE NUMBER 5961 LOCATED AT LEHIGH VALLEY MALL	263 LEHIGH VALLEY MALL, SUITE #2044 WHITEHALL, PENNSYLVANIA 18052	CLAIRE'S BOUTIQUES, INC.	32,981
MALL AT MIDLAND PARK, LLC	STORE LEASE NUMBER 5400 LOCATED AT MIDLAND PARK MALL	4511 N MIDKIFF DRIVE, SUITE #806A MIDLAND, TEXAS 79705	CLAIRE'S BOUTIQUES, INC.	41,774
MALL AT NORTHSORE; LLC	STORE LEASE NUMBER 6603 LOCATED AT NORTHSORE MALL	210 ANDOVER STREET SUITE #W101, PEABODY, MASSACHUSETTS 01960	CLAIRE'S BOUTIQUES, INC.	13,208
MALL AT POTOMAC MILLS, LLC	STORE LEASE NUMBER 5995 LOCATED AT POTOMAC MILLS	2700 POTOMAC MILLS CIR. SUITE #1111 WOODBRIIDGE, VIRGINIA 22192	CLAIRE'S BOUTIQUES, INC.	30,178
MALL AT SUMMIT, LLC	STORE LEASE NUMBER 6027 LOCATED AT SUMMIT MALL	3265 MARKET STREET, SUITE #418 FAIRLAWN, OHIO 44333	CLAIRE'S BOUTIQUES, INC.	22,040
MALL AT WHITE OAKS, LLC	STORE LEASE NUMBER 5235 LOCATED AT WHITE OAKS MALL	253 WHITE OAKS S.C., SUITE #D07A SPRINGFIELD, ILLINOIS 62704	CLAIRE'S BOUTIQUES, INC.	16,761
MALL OF GEORGIA; L.L.C.	STORE LEASE NUMBER 6790 LOCATED AT MALL OF GEORGIA	3333 BUFORD DRIVE, SUITE #2011 BUFORD, GEORGIA 30519	CLAIRE'S BOUTIQUES, INC.	56,166
MALL ST. MATTHEWS	STORE LEASE NUMBER 5991 LOCATED AT MALL ST. MATTHEWS	5000 SHELBYVILLE RD, SUITE #1745 LOUISVILLE, KENTUCKY 40207	CLAIRE'S BOUTIQUES, INC.	27,885
MAYFAIR MALL	STORE LEASE NUMBER 5901 LOCATED AT MAYFAIR MALL	2500 N. MAYFAIR RD., SUITE #607 WAUWATOSA, WISCONSIN 53226	CLAIRE'S BOUTIQUES, INC.	15,510
MAYFLOWER APPLE BLOSSOM, L.P	STORE LEASE NUMBER 5336 LOCATED AT APPLE BLOSSOM MALL	1850 APPLE BLOSSOM DRIVE, SUITE #N133 WINCHESTER, VIRGINIA 22091	CLAIRE'S BOUTIQUES, INC.	20,461
MAYFLOWER CAPE COD, LLC	STORE LEASE NUMBER 6504 LOCATED AT CAPE COD MALL	793 VYANNOUGH ROAD, SUITE #E124 HYANNIS, MASSACHUSETTS 02601	CLAIRE'S BOUTIQUES, INC.	20,899
MAYFLOWER SQUARE ONE, LLC	STORE LEASE NUMBER 6071 LOCATED AT SQUARE ONE MALL	1201 BROADWAY, SUITE #S101A SAUGUS, MASSACHUSETTS 01906	CLAIRE'S BOUTIQUES, INC.	31,980
MCCAIN MALL COMPANY; L.P.	STORE LEASE NUMBER 5582 LOCATED AT MCCAIN MALL	3929 MC CAIN BLVD, SUITE #H03 NORTH LITTLE ROCK, ARKANSAS 72116	CLAIRE'S BOUTIQUES, INC.	18,552
MEADOWOOD MALL SPE, LLC	STORE LEASE NUMBER 6378 LOCATED AT MEADOWOOD MALL	5410 MEADOWOOD MALL CIR, SUITE #C102 RENO, NEVADA 89502	CLAIRE'S BOUTIQUES, INC.	49,090
MEADOWS MALL	STORE LEASE NUMBER 3433 LOCATED AT MEADOWS MALL	4300 MEADOWS LANE, SUITE #2500 LAS VEGAS, NEVADA 89107	CLAIRE'S BOUTIQUES, INC.	23,980
MERRIMACK P.O.	STORE LEASE NUMBER 3065 LOCATED AT MERRIMACK PREMIUM OUTLETS	80 PREMIUM OUTLETS BLVD, SUITE #355 MERRIMACK, NEW HAMPSHIRE 03054	CLAIRE'S BOUTIQUES, INC.	20,872
MFC BEAVERCREEK, LLC	STORE LEASE NUMBER 6966 LOCATED AT THE MALL AT FAIRFIELD COMMONS	2727 FAIRFIELD COMMONS, SUITE #E279 BEAVERCREEK, OHIO 45431	CLAIRE'S BOUTIQUES, INC.	20,470
MFC BEAVERCREEK, LLC	STORE LEASE NUMBER 8487 LOCATED AT THE MALL AT FAIRFIELD COMMONS	2727 FAIRFIELD RD, SUITE #E223 BEAVERCREEK, OHIO 45431	CLAIRE'S BOUTIQUES, INC.	6,144
MILPITAS MILLS LIMITED PARTNERSHIP	STORE LEASE NUMBER 6112 LOCATED AT GREAT MALL	447 GREAT MALL DRIVE, SUITE #134 MILPITAS, CALIFORNIA 95035	CLAIRE'S BOUTIQUES, INC.	27,818
MISSION VIEJO ASSOCIATES; L.P.	STORE LEASE NUMBER 6146 LOCATED AT THE SHOPS AT MISSION VIEJO	398 SHOPS AT MISSION VIEJO ST, SUITE #386A MISSION VIEJO, CALIFORNIA 92691	CLAIRE'S BOUTIQUES, INC.	32,252
MNH MALL; L.L.C.	STORE LEASE NUMBER 1106 LOCATED AT THE MALL OF NEW HAMPSHIRE	1500 S. WILLOW STREET, SUITE #W151 MANCHESTER, NEW HAMPSHIRE 03103	CLAIRE'S BOUTIQUES, INC.	15,997
MONTGOMERY EASTCHASE LLC	STORE LEASE NUMBER 5060 LOCATED AT THE SHOPPES AT EASTCHASE	6828 EAST CHASE PARKWAY, SUITE #A112 MONTGOMERY, ALABAMA 36117	CLAIRE'S BOUTIQUES, INC.	10,780
MONTGOMERY MALL OWNER LLC	STORE LEASE NUMBER 6206 LOCATED AT WESTFIELD MONTGOMERY	7101 DEMOCRACY BLVD, SUITE #1000 BETHESDA, MARYLAND 20817	CLAIRE'S BOUTIQUES, INC.	29,853
MSCI 2005 IQ9 CENTRAL MALL PORT ARTHUR	STORE LEASE NUMBER 6225 LOCATED AT CENTRAL MALL	3100 HIGHWAY 365 SUITE #59, PORT ARTHUR, TEXAS 77642	CLAIRE'S BOUTIQUES, INC.	-
MSCI 2011-C2 INGRAM PARK, LLC	STORE LEASE NUMBER 1975 LOCATED AT BARTON CREEK SQUARE MALL	2901 CAPITAL OF TEXAS HWY, SUITE #H19 AUSTIN, TEXAS 78746	CLAIRE'S BOUTIQUES, INC.	43,286
MSCI 2011-C2 INGRAM PARK, LLC	STORE LEASE NUMBER 5252 LOCATED AT NORTH EAST MALL	1101 MELBOURNE ROAD, SUITE #L27 HURST, TEXAS 76053	CLAIRE'S BOUTIQUES, INC.	29,005
MSCI 2011-C2 INGRAM PARK, LLC	STORE LEASE NUMBER 5320 LOCATED AT BARTON CREEK SQUARE MALL	2901 CAPITOL OF TEXAS HIGHWAY, SUITE #P-1A AUSTIN, TEXAS 78746	CLAIRE'S BOUTIQUES, INC.	12,563
MSCI 2011-C2 INGRAM PARK, LLC	STORE LEASE NUMBER 5694 LOCATED AT BROADWAY SQUARE	4601 S. BROADWAY, SUITE #B-14 TYLER, TEXAS 75703	CLAIRE'S BOUTIQUES, INC.	26,242
MSCI 2011-C2 INGRAM PARK, LLC	STORE LEASE NUMBER 6198 LOCATED AT FIREWHEEL TOWN CENTER	383 CEDAR SAGE DRIVE, SUITE #H07 GARLAND, TEXAS 75040	CLAIRE'S BOUTIQUES, INC.	31,100
MSCI 2011-C2 INGRAM PARK, LLC	STORE LEASE NUMBER 8624 LOCATED AT BROADWAY SQUARE	4601 S BROADWAY, SUITE #D06C TYLER, TEXAS 75703	CLAIRE'S BOUTIQUES, INC.	2,948
MSCI 2011-C2 INGRAM PARK, LLC	STORE LEASE NUMBER 8629 LOCATED AT CIELO VISTA MALL	8401 GATEWAY BLVD WEST, SUITE #J01 EL PASO, TEXAS 79925	CLAIRE'S BOUTIQUES, INC.	19,515
MSCI 2011-C2 INGRAM PARK, LLC	STORE LEASE NUMBER 5401 LOCATED AT LA PLAZA MALL	2200 SOUTH 10TH STREET SUITE# E-07, MCALLEN, TEXAS 78503	CLAIRE'S BOUTIQUES, INC.	-
NATICK MALL	STORE LEASE NUMBER 6135 LOCATED AT NATICK COLLECTION	1245 WORCESTER STREET, SUITE #2022 NATICK, MASSACHUSETTS 01760	CLAIRE'S BOUTIQUES, INC.	35,616
NE GATEWAY MALL PROPCO LLC	STORE LEASE NUMBER 8802 LOCATED AT GATEWAY MALL	602 GATEWAY MALL SUITE #268, LINCOLN, NEBRASKA 68505	CLAIRE'S BOUTIQUES, INC.	7,461
NEWBURGH MALL VENTURES LLC	STORE LEASE NUMBER 5294 LOCATED AT NEWBURGH MALL	1401 NY-300, SUITE C-11, NEWBURGH, NEW YORK, 12550	CLAIRE'S BOUTIQUES, INC.	-
NEWPARK MALL, LP	STORE LEASE NUMBER 5586 LOCATED AT NEWPARK MALL	1211 NEWPARK MALL SUITE #2046, NEWARK, CALIFORNIA 94560	CLAIRE'S BOUTIQUES, INC.	-
NEWPORT CENTRE, LLC	STORE LEASE NUMBER 5727 LOCATED AT NEWPORT CENTRE	30 MALL DRIVE WEST, SUITE #B42 JERSEY CITY, NEW JERSEY 07310	CLAIRE'S BOUTIQUES, INC.	25,160
NORFOLK OUTLETS, LLC	STORE LEASE NUMBER 747 LOCATED AT NORFOLK PREMIUM OUTLETS	1600 PREMIUM OUTLETS BLVD, SUITE #111 NORFOLK, VIRGINIA 23518	CLAIRE'S BOUTIQUES, INC.	12,978
NORTH STAR MALL	STORE LEASE NUMBER 6058 LOCATED AT NORTH STAR MALL	7400 SAN PEDRO AVE, SUITE #2135 SAN ANTONIO, TEXAS 78216	CLAIRE'S BOUTIQUES, INC.	40,228
NORTH PARK PARTNERS LP	STORE LEASE NUMBER 6734 LOCATED AT NORTH PARK CENTER	8687 N CENTRAL EXPWY., #2306 DALLAS, TEXAS 75225	CLAIRE'S BOUTIQUES, INC.	41,989
NORTH PARK REALTY LP	STORE LEASE NUMBER 3418 LOCATED AT NORTH PARK	1200 E COUNTY LINE RD, SUITE #230 RIDGELAND, MISSISSIPPI 39157	CLAIRE'S BOUTIQUES, INC.	17,539
NORTHTOWN MALL TERRITORIES LLC	STORE LEASE NUMBER 6684 LOCATED AT NORTHTOWN MALL	614 NORTHTOWN DRIVE SUITE #H14, BLAINE, MINNESOTA 55434	CLAIRE'S BOUTIQUES, INC.	3,355
NORTHWESTERN SIMON, INC.	STORE LEASE NUMBER 5115 LOCATED AT ANCHORAGE 5TH AVENUE MALL	320 W 5TH AVENUE, SUITE #C48 ANCHORAGE, ALASKA 99501	CLAIRE'S BOUTIQUES, INC.	16,397
OAK RIDGE MALL LLC	STORE LEASE NUMBER 6320 LOCATED AT WESTFIELD OAKRIDGE	925 BLOSSOM HILL RD, SUITE #Y16 SAN JOSE, CALIFORNIA 95123	CLAIRE'S BOUTIQUES, INC.	27,923
OAKBROOK CENTER	STORE LEASE NUMBER 3251 LOCATED AT OAKBROOK SHOPPING CENTER	544 OAKBROOK CENTER, SUITE #544 OAK BROOK, ILLINOIS 60523	CLAIRE'S BOUTIQUES, INC.	33,606
OAKS MALL GAINESVILLE LIMITED PARTNERSHIP	STORE LEASE NUMBER 5653 LOCATED AT THE OAKS	6393 NEWBERRY ROAD, SUITE #A15 GAINESVILLE, FLORIDA 32605	CLAIRE'S BOUTIQUES, INC.	16,535
OAKVIEW OMAHA MALL REALTY HOLDING, LLC	STORE LEASE NUMBER 5970 LOCATED AT OAK VIEW MALL	3001 S. 144TH STREET SUITE #H3, OMAHA, NEBRASKA 68144	CLAIRE'S BOUTIQUES, INC.	17,830
OAKWOOD CENTER LA	STORE LEASE NUMBER 6985 LOCATED AT OAKWOOD CENTER	197 WESTBANK EXPRESSWAY, SUITE #1740 GRETN, LOUISIANA 70053	CLAIRE'S BOUTIQUES, INC.	17,133
OAKWOOD HILLS MALL LLC	STORE LEASE NUMBER 5552 LOCATED AT OAKWOOD MALL	4800 GOLF ROAD, SUITE #424 EAU CLAIRE, WISCONSIN 54701	CLAIRE'S BOUTIQUES, INC.	18,817
OGLETHORPE MALL	STORE LEASE NUMBER 5771 LOCATED AT OGLETHORPE MALL	7804 ABERCORN STREET, SUITE #47 SAVANNAH, GEORGIA 31406	CLAIRE'S BOUTIQUES, INC.	22,936
OLD ORCHARD URBAN LIMITED PARTNERSHIP	STORE LEASE NUMBER 3285 LOCATED AT WESTFIELD OLD ORCHARD	4999 OLD ORCHARD CENTER, SUITE #L10 SKOKIE, ILLINOIS 60077	CLAIRE'S BOUTIQUES, INC.	28,259
ONTARIO MILLS LIMITED PARTNERSHIP	STORE LEASE NUMBER 6572 LOCATED AT ONTARIO MILLS	ONE ONTARIO MILLS CIRCLE, SUITE #1025 ONTARIO, CALIFORNIA 91764	CLAIRE'S BOUTIQUES, INC.	67,430
OPRY MILLS MALL LIMITED PARTNERSHIP	STORE LEASE NUMBER 3238 LOCATED AT OPRY MILLS	343 OPRY MILLS DR, SUITE# 747 NASHVILLE, TENNESSEE 37214	CLAIRE'S BOUTIQUES, INC.	41,466
ORANGE CITY MILLS LIMITED PARTNERSHIP	STORE LEASE NUMBER 3495 LOCATED AT THE OUTLETS AT ORANGE	20 CITY BLVD WEST, SUITE #905 ORANGE, CALIFORNIA 92668	CLAIRE'S BOUTIQUES, INC.	34,669
ORLAND, L.P.	STORE LEASE NUMBER 3426 LOCATED AT ORLAND SQUARE	748 ORLAND SQUARE, SUITE #G13A ORLAND PARK, ILLINOIS 60462	CLAIRE'S BOUTIQUES, INC.	10,805
ORLAND, L.P.	STORE LEASE NUMBER 5238 LOCATED AT ORLAND SQUARE	202 ORLAND SQUARE DRIVE, SUITE #B01A ORLAND PARK, ILLINOIS 60462	CLAIRE'S BOUTIQUES, INC.	40,984
ORLANDO OUTLET OWNER; LLC	STORE LEASE NUMBER 6773 LOCATED AT ORLANDO INTERNATIONAL PREMIUM OUTLETS	4973 INTERNATIONAL DRIVE, SUITE #3F.31 ORLANDO, FLORIDA 32819	CLAIRE'S BOUTIQUES, INC.	42,295

Landlord Counterparty	Lease Description	Property Address	Debtor Party	Proposed Cure Amount (Local Currency)
OUTLETS AT WESTGATE LLC	STORE LEASE NUMBER 5966 LOCATED AT TANGER OUTLETS GLENDALE (WESTGATE)	6800 N 93TH AVE, SUITE #855 GLENDALE, ARIZONA 85305	CLAIRE'S BOUTIQUES, INC.	21,009
PACIFIC BRIDGEWATER MANAGEMENT PR, LLC	STORE LEASE NUMBER 3481 LOCATED AT BRIDGEWATER COMMONS	400 COMMONS WAY, SUITE #3025 BRIDGEWATER, NEW JERSEY 08807	CLAIRE'S BOUTIQUES, INC.	57,137
PACIFIC CHAMPLAIN MANAGEMENT LLC	STORE LEASE NUMBER 1111 LOCATED AT CHAMPLAIN CENTRES	60 SMITHFIELD BLVD, SUITE #120 PLATTSBURG, NEW YORK 12601	CLAIRE'S BOUTIQUES, INC.	5,617
PACIFIC PALM DESERT MANAGEMENT PR LLC	STORE LEASE NUMBER 6124 LOCATED AT THE SHOPS AT PALM DESERT	72-840 HIGHWAY 111, SUITE #V435 PALM DESERT, CALIFORNIA 92260	CLAIRE'S BOUTIQUES, INC.	31,219
PALMS CROSSING TOWN CENTER LLC	STORE LEASE NUMBER 6263 LOCATED AT PALMS CROSSING	3300 EXPRESSWAY 83 SUITE #D15, MC ALLEN, TEXAS 78501	CLAIRE'S BOUTIQUES, INC.	5,563
PARAMUS PARK	STORE LEASE NUMBER 6350 LOCATED AT PARAMUS PARK	700 PARAMUS PARK MALL, SUITE #1395 PARAMUS, NEW JERSEY 07652	CLAIRE'S BOUTIQUES, INC.	14,979
PARK CITY CENTER	STORE LEASE NUMBER 5133 LOCATED AT PARK CITY CENTER	640 PARK CITY CENTER, SUITE #60640 LANCASTER, PENNSYLVANIA 17601	CLAIRE'S BOUTIQUES, INC.	14,030
PARK MEADOWS	STORE LEASE NUMBER 6728 LOCATED AT PARK MEADOWS	8505 PARK MEADOWS CENTER DRIVE, SUITE #2300 LONE TREE, COLORADO 80124	CLAIRE'S BOUTIQUES, INC.	43,977
PARK PLACE MANAGEMENT PR, LLC	STORE LEASE NUMBER 5590 LOCATED AT PARK PLACE	5870 E. BROADWAY, SUITE #505 TUCSON, ARIZONA 85711	CLAIRE'S BOUTIQUES, INC.	36,004
PEACHTREE MALL	STORE LEASE NUMBER 5674 LOCATED AT PEACHTREE MALL	3507 MANCHESTER EXPRESSWAY, SUITE #43 COLUMBUS, GEORGIA 31909	CLAIRE'S BOUTIQUES, INC.	27,750
PEMBROKE LAKES MALL, LLC	STORE LEASE NUMBER 5476 LOCATED AT PEMBROKE LAKES MALL	11401 PINES BLVD SUITE #764, PEMBROKE PINES, FLORIDA 33026	CLAIRE'S BOUTIQUES, INC.	39,036
PENN ROSS JOINT VENTURE	STORE LEASE NUMBER 3288 LOCATED AT ROSS PARK	1000 ROSS PARK DRIVE, SUITE# N04D PITTSBURGH, PENNSYLVANIA 15237	CLAIRE'S BOUTIQUES, INC.	36,095
PENN SQUARE MALL LIMITED PARTNERSHIP	STORE LEASE NUMBER 1825 LOCATED AT PENN SQUARE MALL	1901 NW EXPRESSWAY, SUITE #1085 OKLAHOMA CITY, OKLAHOMA 73118	CLAIRE'S BOUTIQUES, INC.	33,162
PENN SQUARE MALL LIMITED PARTNERSHIP	STORE LEASE NUMBER 3790 LOCATED AT PENN SQUARE MALL	1901 NW EXPRESSWAY, SUITE #2008 OKLAHOMA CITY, OKLAHOMA 73118	CLAIRE'S BOUTIQUES, INC.	8,443
PERIMETER MALL, LLC	STORE LEASE NUMBER 5063 LOCATED AT PERIMETER MALL	4400 ASHFORD DUNWOODY ROAD SUITE #1675, ATLANTA, GEORGIA 30346	CLAIRE'S BOUTIQUES, INC.	38,115
PHOENIX PREMIUM OUTLETS, LLC	STORE LEASE NUMBER 610 LOCATED AT PHOENIX PREMIUM OUTLETS	4976 PREMIUM OUTLETS WAY, SUITE #718 PHOENIX, ARIZONA 85226	CLAIRE'S BOUTIQUES, INC.	14,129
PINE TREE COMMERCIAL REALTY, LLC	STORE LEASE NUMBER 6605 LOCATED AT MERIDIAN CROSSROADS	1400 N. EAGLE RD., SUITE #39 MERIDIAN, IDAHO 83642	CLAIRE'S BOUTIQUES, INC.	8,917
PLAZA BONITA, LLC	STORE LEASE NUMBER 5467 LOCATED AT WESTFIELD PLAZA BONITA	3030 PLAZA BONITA ROAD, SUITE #1074 NATIONAL CITY, CALIFORNIA 91950	CLAIRE'S BOUTIQUES, INC.	29,648
PLAZA CAROLINA MALL, L.P.	STORE LEASE NUMBER 3858 LOCATED AT PUERTO RICO PREMIUM OUTLETS	1 PREMIUM OUTLETS BLVD, SUITE #425 BARCELONETA, PUERTO RICO 00617	CLAIRE'S BOUTIQUES, INC.	17,395
PLAZA CAROLINA MALL, L.P.	STORE LEASE NUMBER 3856 LOCATED AT PLAZA CAROLINA	AVENIDA JESUS M. FRAGOSO, SUITE #256 CAROLINA, PUERTO RICO 00983	CLAIRE'S BOUTIQUES, INC.	21,135
PLAZA DEL CARIBE S.E.	STORE LEASE NUMBER 6098 LOCATED AT PLAZA DEL CARIBE	3050 PONCE DE LEON, SUITE #722 PONCE, PUERTO RICO 00717	CLAIRE'S BOUTIQUES, INC.	20,636
PLAZA LAS AMERICAS INC.	STORE LEASE NUMBER 6179 LOCATED AT PLAZA LAS AMERICAS	525 FD ROSSEVELT AVE. 1ST FL, SUITE #112 SAN JUAN, PUERTO RICO 00918	CLAIRE'S BOUTIQUES, INC.	43,865
PLAZA WEST COVINA LP	STORE LEASE NUMBER 5957 LOCATED AT PLAZA WEST COVINA	621 PLAZA DRIVE, SUITE #621 WEST COVINA, CALIFORNIA 91790	CLAIRE'S BOUTIQUES, INC.	15,986
PLEASANT PRAIRIE PREMIUM OUTLETS, LLC	STORE LEASE NUMBER 607 LOCATED AT PLEASANT PRAIRIE PREMIUM OUTLETS	11211 120TH AVENUE, SUITE #A020 PLEASANT PRAIRIE, WISCONSIN 53158	CLAIRE'S BOUTIQUES, INC.	12,918
POAG SHOPPING CENTERS, LLC	STORE LEASE NUMBER 5186 LOCATED AT THE SHOPS AT PERRY CROSSING	2498 PERRY CROSSING WAY, SUITE #C203 PLAINFIELD, INDIANA 46168	CLAIRE'S BOUTIQUES, INC.	11,687
POUGHKEEPSIE GALLERIA COMPANY	STORE LEASE NUMBER 6188 LOCATED AT POUGHKEEPSIE GALLERIA	2001 SOUTH RD, SUITE #D206 POUGHKEEPSIE, NEW YORK 12601	CLAIRE'S BOUTIQUES, INC.	12,880
PPR WASHINGTON SQUARE LLC	STORE LEASE NUMBER 6391 LOCATED AT WASHINGTON SQUARE- TIGARD	9612 SW WASHINGTON SQUARE RD SUITE #G-2, TIGARD, OREGON 97223	CLAIRE'S BOUTIQUES, INC.	58,316
PR SPRINGFIELD/DELCO LIMITED PARTNERSHIP	STORE LEASE NUMBER 6282 LOCATED AT SPRINGFIELD MALL	1250 BALTIMORE PIKE SUITE #L20, SPRINGFIELD, PENNSYLVANIA 19064	CLAIRE'S BOUTIQUES, INC.	4,114
PREMIUM OUTLET PARTNERS L.P	STORE LEASE NUMBER 606 LOCATED AT DESERT HILLS PREMIUM OUTLETS	48400 SEMINOLE DRIVE, SUITE #304 CABAZON, CALIFORNIA 92230	CLAIRE'S BOUTIQUES, INC.	20,544
PREMIUM OUTLET PARTNERS L.P	STORE LEASE NUMBER 618 LOCATED AT WOODBURY COMMONS PREMIUM OUTLETS	498 REED APPLE COURT, SUITE #419 CENTRAL VALLEY, NEW YORK 10917	CLAIRE'S BOUTIQUES, INC.	59,629
PREMIUM OUTLET PARTNERS LP	STORE LEASE NUMBER 699 LOCATED AT SEATTLE PREMIUM OUTLETS	10600 QUIL CEDA BLVD, SUITE #0600B TULALIP, WASHINGTON 98271	CLAIRE'S BOUTIQUES, INC.	18,023
PREMIUM OUTLET PARTNERS LP	STORE LEASE NUMBER 6631 LOCATED AT WRENTHAM VILLAGE PREMIUM OUTLETS	1048 SOUTH STREET, SUITE #292 WRENTHAM, MASSACHUSETTS 02093	CLAIRE'S BOUTIQUES, INC.	17,732
PREMIUM OUTLET PARTNERS, L.P.	STORE LEASE NUMBER 6612 LOCATED AT CAMARILLO PREMIUM OUTLETS	950 CAMARILLO CENTER, SUITE #922 CAMARILLO, CALIFORNIA 93010	CLAIRE'S BOUTIQUES, INC.	29,269
PREMIUM OUTLET PARTNERS, L.P.	STORE LEASE NUMBER 6613 LOCATED AT PETALUMA VILLAGE PREMIUM OUTLETS	2200 PETALUMA BLVD NORTH, SUITE #0430 PETALUMA, CALIFORNIA 94952	CLAIRE'S BOUTIQUES, INC.	17,498
PREMIUM OUTLET PARTNERS, L.P.	STORE LEASE NUMBER 6627 LOCATED AT NORTH GEORGIA PREMIUM OUTLETS	800 HWY 400 SOUTH, SUITE #755 DAWSONVILLE, GEORGIA 30534	CLAIRE'S BOUTIQUES, INC.	18,791
PREMIUM OUTLET PARTNERS, LP	STORE LEASE NUMBER 6351 LOCATED AT AURORA FARMS PREMIUM OUTLETS	549 S CHILLICOTHE RD, SUITE #200 AURORA, OHIO 44202	CLAIRE'S BOUTIQUES, INC.	15,032
PREMIUM OUTLET PARTNERS, LP	STORE LEASE NUMBER 6361 LOCATED AT INDIANA PREMIUM OUTLETS	11701 NORTH EXECUTIVE DRIVE, SUITE #B095 EDINBURGH, INDIANA 46124	CLAIRE'S BOUTIQUES, INC.	17,409
PREMIUM OUTLET PARTNERS, LP	STORE LEASE NUMBER 6578 LOCATED AT JOHNSON CREEK PREMIUM OUTLETS	595 WEST LINMAR LANE, SUITE #B110 JOHNSON CREEK, WISCONSIN 53038	CLAIRE'S BOUTIQUES, INC.	4,702
PRINCE KUHIO PLAZA, LLC	STORE LEASE NUMBER 6465 LOCATED AT PRINCE KUHIO PLAZA	111 EAST PUAINAKO ST. SUITE #782, HILO, HAWAII 96720	CLAIRE'S BOUTIQUES, INC.	16,534
PRINCE KUHIO PLAZA, LLC	STORE LEASE NUMBER 8205 LOCATED AT PRINCE KUHIO PLAZA	111 E PUAINAKO ST SUITE #760, HILO, HAWAII 96720	CLAIRE'S BOUTIQUES, INC.	12,654
PRISA ARBOR LAKES LLC	STORE LEASE NUMBER 5520 LOCATED AT THE SHOPPES @ ARBOR LAKE	12475 ELM CREEK BLVD, SUITE# A-10 MAPLE GROVE, MINNESOTA 55369	CLAIRE'S BOUTIQUES, INC.	6,011
PUEBLO MALL	STORE LEASE NUMBER 5703 LOCATED AT PUEBLO MALL	3535 DILLON DR., SUITE #G13 PUEBLO, COLORADO 81009	CLAIRE'S BOUTIQUES, INC.	8,575
PYRAMID MANAGEMENT GROUP	STORE LEASE NUMBER 5547 LOCATED AT SALMON RUN MALL	21182 SALEM RUN LOOP W., SUITE# B113 WATERTOWN, NEW YORK 13601	CLAIRE'S BOUTIQUES, INC.	6,459
PYRAMID MANAGEMENT GROUP	STORE LEASE NUMBER 6277 LOCATED AT CROSSGATES MALL	1 CROSSGATES MALL ROAD, SUITE# C-209 ALBANY, NEW YORK 12203	CLAIRE'S BOUTIQUES, INC.	20,871
PYRAMID MANAGEMENT GROUP INC.	STORE LEASE NUMBER 5332 LOCATED AT SANGERTOWN SQUARE	ROUTE 5 & 5A COMMERCIAL DRIVE, SUITE# L-04 NEW HARTFORD, NEW YORK 13413	CLAIRE'S BOUTIQUES, INC.	11,865
QUAIL SPRINGS MALL	STORE LEASE NUMBER 5619 LOCATED AT QUAIL SPRINGS MALL	2501 W. MEMORIAL RD. SUITE #254, OKLAHOMA CITY, OKLAHOMA 73134	CLAIRE'S BOUTIQUES, INC.	23,139
QUEENS CENTER SPE LLC	STORE LEASE NUMBER 6517 LOCATED AT QUEENS CENTER	90-15 QUEENS BLVD., SUITE #3024 ELMHURST, NEW YORK 11373	CLAIRE'S BOUTIQUES, INC.	71,196
RCM ST. GEORGE PROPERTIES, LLC	STORE LEASE NUMBER 5844 LOCATED AT RED CLIFFS MALL	1750 E. RED CLIFFS DR., SUITE #1107 ST. GEORGE, UTAH 84790	CLAIRE'S BOUTIQUES, INC.	19,548
RIDGEDALE CENTER	STORE LEASE NUMBER 6036 LOCATED AT RIDGEDALE CENTER	12571 WAYZATA, SUITE #1260 MINNETONKA, MINNESOTA 55305	CLAIRE'S BOUTIQUES, INC.	35,615
RIVER CROSSING SHOPPES, LLC	STORE LEASE NUMBER 6260 LOCATED AT THE SHOPPES AT RIVER CROSSING	5080 RIVERSIDE DR, SUITE #406 MACON, GEORGIA 31210	CLAIRE'S BOUTIQUES, INC.	16,664
RIVERCHASE GALLERIA	STORE LEASE NUMBER 5466 LOCATED AT RIVERCHASE GALLERIA	2000 RIVERCHASE GALLERIA, SUITE #204 HOOVER, ALABAMA 35244	CLAIRE'S BOUTIQUES, INC.	18,615
RIVERTOWN CROSSINGS MALL	STORE LEASE NUMBER 6781 LOCATED AT RIVERTOWN CROSSINGS	3700 RIVERTOWN PARKWAY, SUITE #2060 GRANDVILLE, MICHIGAN 49418	CLAIRE'S BOUTIQUES, INC.	38,261
ROCKAWAY CENTER ASSOCIATES	STORE LEASE NUMBER 5241 LOCATED AT ROCKAWAY TOWNSQUARE	ROUTE 40 & MITHOPE ROAD, SUITE #2046 ROCKAWAY, NEW JERSEY 07866	CLAIRE'S BOUTIQUES, INC.	38,054
ROSEVILLE SHOPPINGTOWN LLC	STORE LEASE NUMBER 6830 LOCATED AT WESTFIELD GALLERIA AT ROSEVILLE	1151 GALLERIA BOULEVARD, SUITE #2057 ROSEVILLE, CALIFORNIA 95678	CLAIRE'S BOUTIQUES, INC.	46,612
ROUND ROCK PREMIUM OUTLETS, L.P.	STORE LEASE NUMBER 6707 LOCATED AT ROUND ROCK PREMIUM OUTLETS	4401 NORTH INTERSTATE HWY 35, RM 0279 ROUND ROCK, TEXAS 78664	CLAIRE'S BOUTIQUES, INC.	16,094
RPI CARLSBAD, L.P.	STORE LEASE NUMBER 8075 LOCATED AT THE SHOPPES AT CARLSBAD	2525 EL CAMINO REAL SUITE #234A, CARLSBAD, CALIFORNIA 92008	CLAIRE'S BOUTIQUES, INC.	8,694
RSS WFRBS2011-C2-FL PCM LLC	STORE LEASE NUMBER 6763 LOCATED AT PORT CHARLOTTE TOWN CENTER	1441 TAMiami TRAIL, SUITE 965 PORT CHARLOTTE, FLORIDA 33948	CLAIRE'S BOUTIQUES, INC.	-
SA GALLERIA IV, L.P.	STORE LEASE NUMBER 6576 LOCATED AT THE GALLERIA	5085 WESTHEIMER ROAD, SUITE #6010A HOUSTON, TEXAS 77056	CLAIRE'S BOUTIQUES, INC.	42,552
SAINT LOUIS GALLERIA	STORE LEASE NUMBER 5577 LOCATED AT SAINT LOUIS GALLERIA	2073 SAINT LOUIS GALLERIA, SUITE #2073 ST. LOUIS, MISSOURI 63117	CLAIRE'S BOUTIQUES, INC.	26,438
SANTA ANITA SHOPPINGTOWN LP	STORE LEASE NUMBER 6430 LOCATED AT THE SHOPS AT SANTA ANITA	400 S BALDWIN, SUITE #C14 ARCADIA, CALIFORNIA 91007	CLAIRE'S BOUTIQUES, INC.	46,566
SCOTTSDALE FASHION SQUARE LLC	STORE LEASE NUMBER 1138 LOCATED AT SCOTTSDALE FASHION SQUARE	E 7014 CAMELBACK RD, SUITE #2097 SCOTTSDALE, ARIZONA 85251	CLAIRE'S BOUTIQUES, INC.	33,711
SGD DADELEAND ASSOCIATES, INC.	STORE LEASE NUMBER 5013 LOCATED AT DADELAND MALL	7537 SW 88TH STREET, SUITE #1000 MIAMI, FLORIDA 33156	CLAIRE'S BOUTIQUES, INC.	8,304
SHERMAN OAKS FASHION ASSOCIATES, LP	STORE LEASE NUMBER 6088 LOCATED AT WESTFIELD FASHION SQUARE	14006 RIVERSIDE DR., SUITE #85 SHERMAN OAKS, CALIFORNIA 91423	CLAIRE'S BOUTIQUES, INC.	33,303
SHOPPING CENTER ASSOCIATES	STORE LEASE NUMBER 6105 LOCATED AT MENLO PARK MALL	386 MENLO PARK, SUITE #2590 EDISON, NEW JERSEY 08837	CLAIRE'S BOUTIQUES, INC.	40,381
SHOPPING CENTER ASSOCIATES	STORE LEASE NUMBER 3770 LOCATED AT MENLO PARK MALL	55 PARSONAGE ROAD SUITE #1540C, EDISON, NEW JERSEY 08837	CLAIRE'S BOUTIQUES, INC.	-
SHOPS AT ST. JOHNS, LLC	STORE LEASE NUMBER 5639 LOCATED AT ST. JOHNS TOWN CENTER	4712 RIVER CITY DRIVE, SUITE #J01C JACKSONVILLE, FLORIDA 32246	CLAIRE'S BOUTIQUES, INC.	45,296
SHORT PUMP TOWN CENTER, LLC	STORE LEASE NUMBER 5085 LOCATED AT SHORT PUMP TOWN CENTER	11800 WEST BROAD ST, SUITE #2508 RICHMOND, VIRGINIA 23223	CLAIRE'S BOUTIQUES, INC.	24,656
SIMON CAPITAL GP	STORE LEASE NUMBER 5821 LOCATED AT TYRONE SQUARE	6753 TYRONE SQUARE, SUITE #304 ST. PETERSBURG, FLORIDA 33710	CLAIRE'S BOUTIQUES, INC.	18,094
SIMON CAPITAL LIMITED PARTNERSHIP	STORE LEASE NUMBER 3573 LOCATED AT BAY PARK SQUARE	918 BAY PARK SQUARE, SUITE #918 GREEN BAY, WISCONSIN 54304	CLAIRE'S BOUTIQUES, INC.	-
SIMON CAPITAL LIMITED PARTNERSHIP	STORE LEASE NUMBER 5301 LOCATED AT BAY PARK SQUARE	303 BAY PARK SQUARE SHOP. CNTR, SUITE #227A GREEN BAY, WISCONSIN 54304	CLAIRE'S BOUTIQUES, INC.	30,865
SIMON PROPERTY GROUP (DELAWARE), INC.	STORE LEASE NUMBER 6967 LOCATED AT OCEAN COUNTY MALL	1201 HOPPER ROAD, SUITE #1071 TOMS RIVER, NEW JERSEY 08753	CLAIRE'S BOUTIQUES, INC.	24,289

Landlord Counterparty	Lease Description	Property Address	Debtor Party	Proposed Cure Amount (Local Currency)
SIMON PROPERTY GROUP (TEXAS); LP	STORE LEASE NUMBER 5480 LOCATED AT CORDOVA MALL	5100 N. NINTH AVENUE, SUITE #D433 PENSACOLA, FLORIDA 32504	CLAIRE'S BOUTIQUES, INC.	41,558
SIMON PROPERTY GROUP, INC.	STORE LEASE NUMBER 3027 LOCATED AT JERSEY SHORE PREMIUM OUTLETS	1 PREMIUM OUTLET BLVD, SUITE #741 TINTON FALLS, NEW JERSEY 07753	CLAIRE'S BOUTIQUES, INC.	18,448
SIMON PROPERTY GROUP, INC.	STORE LEASE NUMBER 3776 LOCATED AT OCEAN COUNTY MALL	1201 HOOVER AVENUE, SUITE #1020 TOMS RIVER, NEW JERSEY 08753	CLAIRE'S BOUTIQUES, INC.	6,721
SIMON PROPERTY GROUP, L.P.	STORE LEASE NUMBER 3645 LOCATED AT CORDOVA MALL	5100 N. 9TH AVE SUITE #B205 , PENSACOLA, FLORIDA 32504	CLAIRE'S BOUTIQUES, INC.	-
SIMON PROPERTY GROUP, L.P.	STORE LEASE NUMBER 5319 LOCATED AT COLLEGE MALL	2842 E. 3RD STREET SUITE #F14, BLOOMINGTON, INDIANA 47401	CLAIRE'S BOUTIQUES, INC.	-
SIMON PROPERTY GROUP, L.P.	STORE LEASE NUMBER 3525 LOCATED AT TOWNE EAST SQUARE	7700 E. KELLOGG, SUITE #F01A WICHITA, KANSAS 67207	CLAIRE'S BOUTIQUES, INC.	24,286
SIMON PROPERTY GROUP, L.P.	STORE LEASE NUMBER 5650 LOCATED AT MILLER HILL MALL	1600 MILLER TRUNK HWY, SUITE #E07 DULUTH, MINNESOTA 55811	CLAIRE'S BOUTIQUES, INC.	22,844
SIMON PROPERTY GROUP, L.P.	STORE LEASE NUMBER 6787 LOCATED AT PIER PARK	205 BLUEFISH DRIVE, SUITE #F110 PANAMA CITY, FLORIDA 32413	CLAIRE'S BOUTIQUES, INC.	17,911
SIMON/PREIT GLOUCESTER DEVELOPMENT, LLC	STORE LEASE NUMBER 613 LOCATED AT GLOUCESTER PREMIUM OUTLETS	100 PREMIUM OUTLET DRIVE, SUITE #476 BLACKWOOD, NEW JERSEY 08012	CLAIRE'S BOUTIQUES, INC.	13,404
SIMON/WOODMONT DEVELOPMENT, LLC	STORE LEASE NUMBER 5366 LOCATED AT ST. LOUIS PREMIUM OUTLETS	18527 OUTLETS BLVD, SUITE #739 CHESTERFIELD, MISSOURI 63005	CLAIRE'S BOUTIQUES, INC.	20,233
SM EASTLAND MALL, LLC	STORE LEASE NUMBER 5330 LOCATED AT EASTLAND MALL EVANSVILLE	800 N. GREEN RIVER RD, SUITE #151 EVANSVILLE, INDIANA 47715	CLAIRE'S BOUTIQUES, INC.	5,185
SM EASTLAND MALL, LLC	STORE LEASE NUMBER 8261 LOCATED AT EASTLAND MALL EVANSVILLE	800 N. GREEN RIVER RD SUITE# 56, EVANSVILLE, INDIANA 47715	CLAIRE'S BOUTIQUES, INC.	7,399
SM VALLEY MALL	STORE LEASE NUMBER 5451 LOCATED AT VALLEY MALL- HARRISONBURG	1925 E. MARKET STREET, SUITE# 604 HARRISONBURG, VIRGINIA 22801	CLAIRE'S BOUTIQUES, INC.	12,190
SMITH HAVEN CENTER ASSOCIATES, LLC	STORE LEASE NUMBER 6084 LOCATED AT SMITH HAVEN MALL	408 SMITH HAVEN MALL, SUITE #C04 LAKE GROVE, NEW YORK 11755	CLAIRE'S BOUTIQUES, INC.	40,026
SOMERSET COLLECTION LIMITED PARTNERSHIP	STORE LEASE NUMBER 6425 LOCATED AT SOMERSET COLLECTION	2800 N.W. BIG BEAVER RD., SUITE #W-332 TROY, MICHIGAN 48084	CLAIRE'S BOUTIQUES, INC.	63,546
SOONER FASHION MALL, L.L.C.	STORE LEASE NUMBER 5193 LOCATED AT SOONER MALL	3443 W. MAIN STREET, SUITE #423 NORMAN, OKLAHOMA 73072	CLAIRE'S BOUTIQUES, INC.	8,584
SOUTH HILLS VILLAGE ASSOCIATES, L.P.	STORE LEASE NUMBER 3280 LOCATED AT SOUTH HILLS VILLAGE	301 SOUTH HILLS VILLAGE, SUITE #2000A PITTSBURGH, PENNSYLVANIA 15241	CLAIRE'S BOUTIQUES, INC.	29,369
SOUTH SATURN RIDGE, LLC	STORE LEASE NUMBER 5989 LOCATED AT MONROEVILLE MALL	RT 22 & MALL DRIVE, SUITE #108 MONROEVILLE, PENNSYLVANIA 15146	CLAIRE'S BOUTIQUES, INC.	13,705
SOUTHCENTER OWNER LLC	STORE LEASE NUMBER 6349 LOCATED AT WESTFIELD SOUTHCENTER	2836 SOUTHCENTER MALL, SUITE #2150 TUKWILA, WASHINGTON 98188	CLAIRE'S BOUTIQUES, INC.	50,178
SOUTHLAKE INDIANA LLC	STORE LEASE NUMBER 5423 LOCATED AT SOUTHLAKE MALL	2035 SOUTHLAKE MALL, SUITE #CL332 MERRILLVILLE, INDIANA 46410	CLAIRE'S BOUTIQUES, INC.	25,608
SOUTHLAND CENTER	STORE LEASE NUMBER 6632 LOCATED AT SOUTHLAND CENTER	23000 EUREKA (1-75), SUITE #1125 TAYLOR, MICHIGAN 48180	CLAIRE'S BOUTIQUES, INC.	22,169
SOUTHLAND MALL, L.P.	STORE LEASE NUMBER 3317 LOCATED AT SOUTHLAND MALL	277 SOUTHLAND MALL, SUITE #110 HAYWARD, CALIFORNIA 94545	CLAIRE'S BOUTIQUES, INC.	13,950
SOUTHPARK MALL LIMITED PARTNERSHIP	STORE LEASE NUMBER 6488 LOCATED AT SOUTHPARK	4400 SHARON ROAD, SUITE #V10 CHARLOTTE, NORTH CAROLINA 28211	CLAIRE'S BOUTIQUES, INC.	32,156
SOUTHPONT MALL, LLC	STORE LEASE NUMBER 5045 LOCATED AT THE STREETS AT SOUTHPONT	6702 FAYETTEVILLE ROAD, SUITE #2195 DURHAM, NORTH CAROLINA 27613	CLAIRE'S BOUTIQUES, INC.	32,273
SOUTHWEST PLAZA	STORE LEASE NUMBER 5350 LOCATED AT SOUTHWEST PLAZA	8501 W. BOWLES AVENUE, SUITE #2042 LITTLETON, COLORADO 80123	CLAIRE'S BOUTIQUES, INC.	33,385
SPG FINANCE II LLC	STORE LEASE NUMBER 6645 LOCATED AT NORTH BEND PREMIUM OUTLETS	461 S. FORK AVENUE S.W. SUITE #461P, NORTH BEND, WASHINGTON 98045	CLAIRE'S BOUTIQUES, INC.	-
SPG KITTERY HOLDINGS LLC	STORE LEASE NUMBER 6789 LOCATED AT KITTERY PREMIUM OUTLETS	345 US ROUTE 1, SUITE# P016 KITTERY, MAINE 03904	CLAIRE'S BOUTIQUES, INC.	14,559
SPG PRIEN LLC	STORE LEASE NUMBER 6331 LOCATED AT PRIEN LAKE MALL	460 W. PRIEN LAKE ROAD, SUITE #D02A LAKE CHARLES, LOUISIANA 70601	CLAIRE'S BOUTIQUES, INC.	28,259
SPOKANE MALL L.L.C.	STORE LEASE NUMBER 6593 LOCATED AT SPOKANE VALLEY MALL	14700 INDIANA AVE., SUITE #2046 SPOKANE, WASHINGTON 99216	CLAIRE'S BOUTIQUES, INC.	18,380
STAR WEST FRANKLIN PARK MALL, LLC	STORE LEASE NUMBER 6143 LOCATED AT FRANKLIN PARK MALL	5001 MONROE, SUITE #1100 TOLEDO, OHIO 43623	CLAIRE'S BOUTIQUES, INC.	16,157
STAR WEST GREAT NORTHERN MALL LLC	STORE LEASE NUMBER 6050 LOCATED AT GREAT NORTHERN MALL	599 GREAT NORTHERN MALL, SUITE #599 NORTH OLMSDED, OHIO 44070	CLAIRE'S BOUTIQUES, INC.	16,182
STAR-WEST PARKWAY MALL LP	STORE LEASE NUMBER 6432 LOCATED AT PARKWAY PLAZA	733 PARKWAY PLAZA, SUITE #Y9 EL CAJON, CALIFORNIA 92020	CLAIRE'S BOUTIQUES, INC.	11,682
STONEBRIAR CENTRE	STORE LEASE NUMBER 6831 LOCATED AT STONEBRIAR CENTRE	2601 PRESTON ROAD, SUITE #1024 FRISCO, TEXAS 75034	CLAIRE'S BOUTIQUES, INC.	15,797
STONERIDGE PROPERTIES LLC	STORE LEASE NUMBER 6072 LOCATED AT STONERIDGE SHOPPING CENTER	1308 STONERIDGE MALL, SUITE #D131 PLEASANTON, CALIFORNIA 94588	CLAIRE'S BOUTIQUES, INC.	30,726
SUGARLOAF MILLS LP	STORE LEASE NUMBER 3172 LOCATED AT SUGARLOAF MILLS	5900 SUGARLOAF PARKWAY, SUITE# 251 LAWRENCEVILLE, GEORGIA 30043	CLAIRE'S BOUTIQUES, INC.	19,814
SUMMIT MALLS MANAGEMENT LLC	STORE LEASE NUMBER 5358 LOCATED AT ANIMAS VALLEY MALL	4601 E. MAIN STREET, SUITE #860 FARMINGTON, NEW MEXICO 87402	CLAIRE'S BOUTIQUES, INC.	19,617
SUNRISE MILLS (MLP) LIMITED PARTNERSHIP	STORE LEASE NUMBER 6472 LOCATED AT SAWGRASS MILLS	12801 W. SUNRISE BLVD, SUITE #303 SUNRISE, FLORIDA 33323	CLAIRE'S BOUTIQUES, INC.	102,406
SUNVALLEY	STORE LEASE NUMBER 3299 LOCATED AT SUNVALLEY	470 SUNVALLEY MALL, SUITE #D211 CONCORD, CALIFORNIA 94520	CLAIRE'S BOUTIQUES, INC.	19,490
SUNVALLEY	STORE LEASE NUMBER 5952 LOCATED AT SUNVALLEY	13 SUNVALLEY MALL, SUITE #203 CONCORD, CALIFORNIA 94520	CLAIRE'S BOUTIQUES, INC.	17,723
SVAP II STONE RIVER, LLC	STORE LEASE NUMBER 6243 LOCATED AT STONES RIVER MALL	1720 OLD FORT PARKWAY, SUITE #B0130 MURFREESBORO, TENNESSEE 37129	CLAIRE'S BOUTIQUES, INC.	14,167
SVAP IV STONE OAK LLC	STORE LEASE NUMBER 6257 LOCATED AT VILLAGE AT STONE OAK	22706 US HIGHWAY 281 NORTH, SUITE #N-5 SAN ANTONIO, TEXAS 78259	CLAIRE'S BOUTIQUES, INC.	8,891
TACOMA MALL PARTNERSHIP	STORE LEASE NUMBER 3725 LOCATED AT TACOMA MALL	4502 S STEELE ST, SUITE #440A TACOMA, WASHINGTON 98409	CLAIRE'S BOUTIQUES, INC.	16,929
TACOMA MALL PARTNERSHIP	STORE LEASE NUMBER 5831 LOCATED AT TACOMA MALL	4502 S STEELE, SUITE #140 TACOMA, WASHINGTON 98409	CLAIRE'S BOUTIQUES, INC.	43,633
TAMPA PREMIUM OUTLETS	STORE LEASE NUMBER 714 LOCATED AT TAMPA PREMIUM OUTLETS	2300 GRAND CYPRESS DRIVE, SUITE #897 LUTZ, FLORIDA 33559	CLAIRE'S BOUTIQUES, INC.	14,392
TAMPA WESTSHORE ASSOCIATES LIMITED PARTNERSHIP	STORE LEASE NUMBER 6859 LOCATED AT INTERNATIONAL PLAZA	2223 N. WEST SHORE BLVD, SUITE #112 TAMPA, FLORIDA 33607	CLAIRE'S BOUTIQUES, INC.	11,933
TANGER NATIONAL HARBOR, LLC	STORE LEASE NUMBER 3981 LOCATED AT TANGER OUTLETS NATIONAL HARBOR	6800 OXON HILL ROAD, SUITE #855 OXON HILL, MARYLAND 20745	CLAIRE'S BOUTIQUES, INC.	17,846
TANGER PROPERTIES LIMITED PARTNERSHIP	STORE LEASE NUMBER 5700 LOCATED AT TANGER OUTLETS CHARLESTON	4840 TANGER OUTLET BLVD, SUITE #811 N. CHARLESTON, SOUTH CAROLINA 29418	CLAIRE'S BOUTIQUES, INC.	16,774
TAUBMAN AUBURN HILLS ASSOCIATES LIMITED PARTNERSHIP	STORE LEASE NUMBER 6649 LOCATED AT GREAT LAKES CROSSING	4588 BALDWIN ROAD, SUITE #807 AUBURN HILLS, MICHIGAN 48326	CLAIRE'S BOUTIQUES, INC.	20,624
TAUBMAN CHERRY CREEK SHOPPING CENTER, LLC	STORE LEASE NUMBER 1132 LOCATED AT CHERRY CREEK SHOPPING CENTER	3000 EAST FIRST AVE, SUITE #100 DENVER, COLORADO 80206	CLAIRE'S BOUTIQUES, INC.	7,461
TAYLOR SQUARE HOLDINGS LLC	STORE LEASE NUMBER 602 LOCATED AT TAYLOR SQUARE	2571 TAYLOR ROAD SW, #12 REYNOLDSBURG, OHIO 43068	CLAIRE'S BOUTIQUES, INC.	7,502
TB MALL AT UTC LLC	STORE LEASE NUMBER 3428 LOCATED AT THE MALL AT UNIVERSITY TOWN CENTER	140 UNIVERSITY TOWN CENTER DRIVE, SUITE #295 SARASOTA, FLORIDA 34243	CLAIRE'S BOUTIQUES, INC.	10,548
TB MALL AT UTC LLC	STORE LEASE NUMBER 3747 LOCATED AT UNIVERSITY TOWN CENTER	140 UNIVERSITY TOWN CENTER DRIVE SUITE #192, SARASOTA, FLORIDA 34243	CLAIRE'S BOUTIQUES, INC.	17,512
TEMECULA TOWNE CENTER ASSOCIATES, LLC	STORE LEASE NUMBER 6670 LOCATED AT THE PROMENADE IN TEMECULA	40820 WINCHESTER SUITE #1520, TEMECULA, CALIFORNIA 92591	CLAIRE'S BOUTIQUES, INC.	47,646
THE CLINTON EXCHANGE	STORE LEASE NUMBER 5829 LOCATED AT DESTINY USA	1 DESTINY USA DRIVE, SUITE #E203 SYRACUSE, NEW YORK 13204	CLAIRE'S BOUTIQUES, INC.	28,814
THE FALLS SHOPPING CENTER ASSOCIATES LLC	STORE LEASE NUMBER 5054 LOCATED AT THE FALLS SHOPPING CENTER	8888 SW 136 STREET SUITE #135, MIAMI, FLORIDA 33176	CLAIRE'S BOUTIQUES, INC.	-
THE MALL IN COLUMBIA	STORE LEASE NUMBER 3223 LOCATED AT THE MALL IN COLUMBIA	10500 LITTLE PATUXENT PKWY, SUITE #2375 COLUMBIA, MARYLAND 21044	CLAIRE'S BOUTIQUES, INC.	34,047
THE PARKS AT ARLINGTON	STORE LEASE NUMBER 3310 LOCATED AT THE PARKS AT ARLINGTON	3811 S. COOPER STREET, SUITE #2094 ARLINGTON, TEXAS 76015	CLAIRE'S BOUTIQUES, INC.	21,952
THE PARKS AT ARLINGTON	STORE LEASE NUMBER 5649 LOCATED AT THE PARKS AT ARLINGTON	3811 S. COOPER ST, SUITE #2022 ARLINGTON, TEXAS 76015	CLAIRE'S BOUTIQUES, INC.	12,940
THE RETAIL CONNECTION	STORE LEASE NUMBER 6800 LOCATED AT LENOX SQUARE MALL	3393 PEACHTREE RD., ATLANTA, GEORGIA 30326	CLAIRE'S BOUTIQUES, INC.	46,798
THE RETAIL PROPERTY TRUST	STORE LEASE NUMBER 3215 LOCATED AT BREA MALL	1043 BREA MALL, SUITE #1043 BREA, CALIFORNIA 92821	CLAIRE'S BOUTIQUES, INC.	25,274
THE RETAIL PROPERTY TRUST	STORE LEASE NUMBER 6176 LOCATED AT BREA MALL	1123 BREA MALL, SUITE #1123 BREA, CALIFORNIA 92821	CLAIRE'S BOUTIQUES, INC.	40,456
THE RETAIL PROPERTY TRUST	STORE LEASE NUMBER 6201 LOCATED AT ROOSEVELT FIELD MALL	630 OLD COUNTRY ROAD, SUITE #1079A GARDEN CITY, NEW YORK 11530	CLAIRE'S BOUTIQUES, INC.	116,151
THE TOWN CENTER AT BOCA RATON	STORE LEASE NUMBER 6079 LOCATED AT TOWN CENTER AT BOCA RATON	6000 GLADES ROAD, SUITE #1110 BOCA RATON, FLORIDA 33431	CLAIRE'S BOUTIQUES, INC.	52,935
THE WOODLANDS MALL	STORE LEASE NUMBER 6157 LOCATED AT THE WOODLANDS MALL	1201 LAKE WOODLANDS, SUITE #2040 THE WOODLANDS, TEXAS 77380	CLAIRE'S BOUTIQUES, INC.	21,139
THE WOODMONT COMPANY, RECEIVER	STORE LEASE NUMBER 5176 LOCATED AT TIPPECANOE MALL	2415 SAGAMORE PKWY, SUITE# A10 LAFAYETTE, INDIANA 47905	CLAIRE'S BOUTIQUES, INC.	14,202
THE WOODMONT COMPANY, RECEIVER	STORE LEASE NUMBER 5240 LOCATED AT TOWNE EAST SQUARE	7700 EAST KELLOGE, SUITE #0R03 WICHITA, KANSAS 67207	CLAIRE'S BOUTIQUES, INC.	74,848
TOPANGA	STORE LEASE NUMBER 6639 LOCATED AT WESTFIELD TOPANGA & THE VILLAGE	6600 TOPANGA CANYON BLVD., SUITE #2106C CANOGA PARK, CALIFORNIA 91304	CLAIRE'S BOUTIQUES, INC.	36,438
TOWN EAST MALL	STORE LEASE NUMBER 5776 LOCATED AT TOWN EAST MALL	2063 TOWN EAST MALL, SUITE #2236 MESQUITE, TEXAS 75150	CLAIRE'S BOUTIQUES, INC.	25,314
TOWSON TOWN CENTER	STORE LEASE NUMBER 5975 LOCATED AT TOWSON TOWN CENTER	825 DULANEY VALLEY RD, SUITE #1120 TOWSON, MARYLAND 21204	CLAIRE'S BOUTIQUES, INC.	16,066
TREASURE COAST-JCP ASSOCIATES, LTD.	STORE LEASE NUMBER 1814 LOCATED AT TREASURE COAST SQUARE	3212 N.W. FEDERAL HIGHWAY, SUITE #3212 JENSEN BEACH, FLORIDA 34957	CLAIRE'S BOUTIQUES, INC.	48,214
TREASURE VALLEY MARKETPLACE, LLC	STORE LEASE NUMBER 3023 LOCATED AT TREASURE VALLEY MARKETPLACE	16447 NORTH MARKETPLACE ROAD, SUITE #Q4 NAMPA, IDAHO 83687	CLAIRE'S BOUTIQUES, INC.	8,579

Landlord Counterparty	Lease Description	Property Address	Debtor Party	Proposed Cure Amount (Local Currency)
TRUMBULL MALL REALTY LLC	STORE LEASE NUMBER 5615 LOCATED AT TRUMBULL MALL	5065 MAIN STREET SUITE #1125, TRUMBULL, CONNECTICUT 06611	CLAIRE'S BOUTIQUES, INC.	18,961
TUCSON MALL	STORE LEASE NUMBER 5418 LOCATED AT TUCSON MALL	4500 N ORACLE RD, SUITE #170 TUCSON, ARIZONA 85705	CLAIRE'S BOUTIQUES, INC.	28,064
TUCSON PREMIUM OUTLETS LLC.	STORE LEASE NUMBER 6788 LOCATED AT TUCSON PREMIUM OUTLETS	6401 MARANA CENTER BLVD, SPACE #933 TUCSON, ARIZONA 85742	CLAIRE'S BOUTIQUES, INC.	9,898
TULSA PREMIUM OUTLETS LLC	STORE LEASE NUMBER 6674 LOCATED AT TULSA PREMIUM OUTLETS	801 EAST 103RD STREET SOUTH, SUITE# 2135 JENKS, OKLAHOMA 74137	CLAIRE'S BOUTIQUES, INC.	14,031
TVO MALL OWNER LLC	STORE LEASE NUMBER 6005 LOCATED AT TWELVE OAKS MALL	27488 NOVI RD, SUITE #C248 NOVI, MICHIGAN 48377	CLAIRE'S BOUTIQUES, INC.	34,921
TWC CHANDLER LLC	STORE LEASE NUMBER 6924 LOCATED AT CHANDLER FASHION CENTER	3111 WEST CHANDLER BLVD, SUITE #2448 CHANDLER, ARIZONA 85226	CLAIRE'S BOUTIQUES, INC.	40,618
TWIN CITIES OUTLETS EAGAN LLC	STORE LEASE NUMBER 5472 LOCATED AT TWIN CITIES PREMIUM OUTLETS	3935 EAGAN OUTLETS PARKWAY, SUITE #880 EAGAN, MINNESOTA 55122	CLAIRE'S BOUTIQUES, INC.	22,842
TYSONS CORNER HOLDINGS LLC	STORE LEASE NUMBER 6063 LOCATED AT TYSONS CORNER CENTER	1961 CHAIN BRIDGE RD, SUITE #FTBL MCLEAN, VIRGINIA 22102	CLAIRE'S BOUTIQUES, INC.	48,368
U. K. NORTHBRIDGE, INC.	STORE LEASE NUMBER 6299 LOCATED AT NORTHBRIDGE FASHION CENTER	9301 TAMPA AVENUE, SUITE #67 NORTHBRIDGE, CALIFORNIA 91324	CLAIRE'S BOUTIQUES, INC.	26,879
UNIVERSITY PARK MALL	STORE LEASE NUMBER 5245 LOCATED AT UNIVERSITY PARK MALL	6501 NORTH GRAPE, SUITE #312 MISHAWAKA, INDIANA 46545	CLAIRE'S BOUTIQUES, INC.	36,338
URBAN EDGE CAGUAS LP	STORE LEASE NUMBER 6721 LOCATED AT LAS CATALINAS	CARRNO 1 KM 267 FSQ 798, SUITE #840 CAGUAS, PUERTO RICO 00725	CLAIRE'S BOUTIQUES, INC.	17,083
VALLEY FAIR HOLDINGS LLC	STORE LEASE NUMBER 6042 LOCATED AT VALLEY FAIR MALL	3601 S. 2700 WEST SUITE #B134, WEST VALLEY CITY, UTAH 84119	CLAIRE'S BOUTIQUES, INC.	14,268
VALLEY PLAZA MALL	STORE LEASE NUMBER 5728 LOCATED AT VALLEY PLAZA MALL	2701 MING AVENUE SUITE #196, BAKERSFIELD, CALIFORNIA 93304	CLAIRE'S BOUTIQUES, INC.	28,070
VALLEY PLAZA MALL, LP	STORE LEASE NUMBER 8100 LOCATED AT VALLEY PLAZA MALL	2014 GREENE MALL, SUITE #208A VALLEY STREAM, NEW YORK 11581	CLAIRE'S BOUTIQUES, INC.	5,012
VALLEY STREAM GREEN ACRES LLC	STORE LEASE NUMBER 6080 LOCATED AT GREEN ACRES MALL	8700 NE VANCOUVER MALL, SUITE #161 VANCOUVER, WASHINGTON 98662	CLAIRE'S BOUTIQUES, INC.	18,865
VANCOUVER MALL	STORE LEASE NUMBER 5787 LOCATED AT VANCOUVER MALL	2855 STEVENS CREEK BLVD SUITE #B-375, SANTA CLARA, CALIFORNIA 95050	CLAIRE'S BOUTIQUES, INC.	21,978
VF MALL LLC	STORE LEASE NUMBER 3269 LOCATED AT WESTFIELD VALLEY FAIR	12544 NORTH MAIN STREET, SUITE #3282 RANCHO CUCAMONGA, CALIFORNIA 91739	CLAIRE'S BOUTIQUES, INC.	76,334
VICTORIA GARDENS MALL, LLC	STORE LEASE NUMBER 5946 LOCATED AT VICTORIA GARDENS	2131 S. MOONEY BLVD, SUITE #1700 VISALIA, CALIFORNIA 93277	CLAIRE'S BOUTIQUES, INC.	34,639
VISALIA MALL	STORE LEASE NUMBER 5882 LOCATED AT VISALIA MALL	2415 SAGAMORE PKWY, SUITE #D19A LAFAYETTE, INDIANA 47905	CLAIRE'S BOUTIQUES, INC.	11,872
WATERFORD LAKES TOWN CENTER LLC	STORE LEASE NUMBER 3602 LOCATED AT TIPPECANOE MALL	3902 13TH AVE S, SUITE #306 FARGO, NORTH DAKOTA 58103	CLAIRE'S BOUTIQUES, INC.	8,031
WEST ACRES DEVELOPMENT, LLP	STORE LEASE NUMBER 5146 LOCATED AT WEST ACRES MALL	80 WEST COUNTY CENTER DRIVE SUITE #2240, DES PERES, MISSOURI 63131	CLAIRE'S BOUTIQUES, INC.	32,632
WEST COUNTY MALL CMBS, LLC	STORE LEASE NUMBER 3581 LOCATED AT WEST COUNTY CENTER	143 WEST FARMS MALL, SUITE# F104 FARMINGTON, CONNECTICUT 060302	CLAIRE'S BOUTIQUES, INC.	7,937
WEST FARMS MALL LLC	STORE LEASE NUMBER 6791 LOCATED AT WEST FARMS	143 WEST FARMS MALL, SUITE #H-137 FARMINGTON, CONNECTICUT 060302	CLAIRE'S BOUTIQUES, INC.	28,474
WEST FARMS MALL, LLC	STORE LEASE NUMBER 6281 LOCATED AT WEST FARMS	7600 KINGSTON PIKE, SUITE #1146 KNOXVILLE, TENNESSEE 37919	CLAIRE'S BOUTIQUES, INC.	27,634
WEST TOWN MALL, LLC	STORE LEASE NUMBER 6180 LOCATED AT WEST TOWN MALL	7600 KINGSTON PIKE, SUITE #1530 KNOXVILLE, TENNESSEE 37919	CLAIRE'S BOUTIQUES, INC.	49,375
WEST TOWN MALL, LLC	STORE LEASE NUMBER 8607 LOCATED AT WEST TOWN MALL	125 WESTCHESTER AVE, SUITE #3190 WHITE PLAINS, NEW YORK 10601	CLAIRE'S BOUTIQUES, INC.	5,392
WESTCHEST MALL, LLC	STORE LEASE NUMBER 6905 LOCATED AT THE WESTCHESTER	2268 EAST WILLIAMS FIELD ROAD, SUITE #658 GILBERT, ARIZONA 85296	CLAIRE'S BOUTIQUES, INC.	29,300
WESTCOR SANTAN VILLAGE LLC	STORE LEASE NUMBER 5765 LOCATED AT SANTAN VILLAGE	400 PINE STREET SUITE #3060, SEATTLE, WASHINGTON 98101	CLAIRE'S BOUTIQUES, INC.	41,472
WESTLAKE CENTER LLC	STORE LEASE NUMBER 5062 LOCATED AT WESTLAKE CENTER	1 GARDEN STATE PLAZA BLVD, SUITE #T13 PARAMUS, NEW JERSEY 07652	CLAIRE'S BOUTIQUES, INC.	2,913
WESTLAND GARDEN STATE PLAZA LIMITED PARTNERSHIP	STORE LEASE NUMBER 5770 LOCATED AT WESTFIELD GARDEN STATE PLAZA	556 SOUTH GEAR AVENUE SUITE #3050, W BURLINGTON, IOWA 52655	CLAIRE'S BOUTIQUES, INC.	68,956
WESTLAND MALL REALTY HOLDING LLC	STORE LEASE NUMBER 5419 LOCATED AT WESTLAND MALL	156 WESTMINSTER MALL, SUITE #3426 OMAHA, NEBRASKA 68114	CLAIRE'S BOUTIQUES, INC.	1,853
WESTROADS MALL	STORE LEASE NUMBER 5124 LOCATED AT WESTROADS MALL	2500 MORELAND RD., SUITE #1116 WILLOW GROVE, PENNSYLVANIA 19090	CLAIRE'S BOUTIQUES, INC.	20,673
WG PARK, L.P.	STORE LEASE NUMBER 5349 LOCATED AT WILLOW GROVE PARK	11160 VIEWS MILL RD, SUITE #147, WHEATON, MARYLAND 20902	CLAIRE'S BOUTIQUES, INC.	—
WHEATON PLAZA REGIONAL SHOPPING CENTER, L.L.P.	STORE LEASE NUMBER 3304 LOCATED AT WESTFIELD WHEATON	5711 RICHMOND ROAD, SUITE #B034 WILLIAMSBURG, VIRGINIA 23188	CLAIRE'S BOUTIQUES, INC.	41,620
WILLIAMSBURG OUTLETS, L.L.C.	STORE LEASE NUMBER 6007 LOCATED AT WILLIAMSBURG PREMIUM OUTLETS	1152 WILLOWBROOK MALL, SUITE #1152 HOUSTON, TEXAS 77070	CLAIRE'S BOUTIQUES, INC.	35,114
WILLOWBROOK MALL TX	STORE LEASE NUMBER 6339 LOCATED AT WILLOWBROOK	1398 WILLOWBROOK MALL, SUITE #1398 WAYNE, NEW JERSEY 07470	CLAIRE'S BOUTIQUES, INC.	43,942
WILLOWBROOK MALL, LLC	STORE LEASE NUMBER 3485 LOCATED AT WILLOWBROOK	3065 ROUTE 50, SUITE# E68A SARATOGA SPRINGS, NEW YORK 12866	CLAIRE'S BOUTIQUES, INC.	36,555
WILTON MALL DEVELOPMENT I, II, III, IV, V, VI, VII, IX LLC,	STORE LEASE NUMBER 6648 LOCATED AT WILTON MALL AT SARATOGA	1001 ARNEY ROAD, SUITE #419 WOODBURN, OREGON 97071	CLAIRE'S BOUTIQUES, INC.	4,541
WOODBURN PREMIUM OUTLETS, LLC	STORE LEASE NUMBER 6743 LOCATED AT WOODBURN PREMIUM OUTLETS	5 WOODFIELD MALL, SUITE #G309 SCHAUMBURG, ILLINOIS 60173	CLAIRE'S BOUTIQUES, INC.	23,808
WOODFIELD MALL, LLC	STORE LEASE NUMBER 1122 LOCATED AT WOODFIELD MALL	5 WOODFIELD MALL, SUITE# F322 SCHAUMBURG, ILLINOIS 60173	CLAIRE'S BOUTIQUES, INC.	34,010
WOODFIELD MALL, LLC	STORE LEASE NUMBER 5337 LOCATED AT WOODFIELD MALL	7021 SOUTH MEMORIAL, SUITE #222 TULSA, OKLAHOMA 74133	CLAIRE'S BOUTIQUES, INC.	90,710
WOODLAND HILLS MALL LLC	STORE LEASE NUMBER 5233 LOCATED AT WOODLAND HILLS MALL	7021 S. MEMORIAL DRIVE, SUITE #242 TULSA, OKLAHOMA 74133	CLAIRE'S BOUTIQUES, INC.	48,112
WOODLAND HILLS MALL, LLC	STORE LEASE NUMBER 3278 LOCATED AT WOODLAND HILLS MALL	15435 EMERALD WAY SUITE #D-11, BOWIE, MARYLAND 20716	CLAIRE'S BOUTIQUES, INC.	14,705
WP BTC LLC	STORE LEASE NUMBER 6883 LOCATED AT BOWIE TOWN CENTER	148 YORKTOWN SHOPPING CENTER SUITE #148, LOMBARD, ILLINOIS 60148	CLAIRE'S BOUTIQUES, INC.	8,531
YTC MALL OWNER LLC	STORE LEASE NUMBER 5129 LOCATED AT YORKTOWN CENTER		CLAIRE'S BOUTIQUES, INC.	64,084

Appendix “D”

ASSET PURCHASE AGREEMENT

DATED AS OF AUGUST 18, 2025

BY AND AMONG

AWS CLAIRE'S, LLC, AS PURCHASER,

AND

CLAIRE'S HOLDINGS LLC

AND ITS SUBSIDIARIES NAMED HEREIN, AS SELLERS

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INDEX OF EXHIBITS

Exhibit A	Form of Bill of Sale and Assignment and Assumption Agreement
Exhibit B	Form of Intellectual Property Assignment Agreement
Exhibit C	Form of Seller Note
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ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement (this “Agreement”), dated as of August 18, 2025 (the “Agreement Date”), is made by and among AWS Claire’s, LLC, a Delaware limited liability company (subject to Section 10.4(b), “Purchaser”), and Claire’s Holdings LLC, a Delaware limited liability company (as in existence on the Agreement Date, as a debtor-in-possession, and as a reorganized Debtor, as applicable, “Parent”) and the Subsidiaries of Parent that are indicated on the signature pages attached hereto (as updated pursuant to Section 6.14, together with Parent, each a “Seller” and collectively “Sellers”). Purchaser and Sellers are referred to individually as a “Party” and collectively as the “Parties.” Capitalized terms used in this Agreement shall have the meanings set forth in this Agreement including Article XI.

WHEREAS, on August 6, 2025, Sellers, together with certain of Sellers’ Subsidiaries and Affiliates (other than the Canadian Seller (as defined below)), commenced voluntary cases under chapter 11 of title 11 of the United States Code, 11 U.S.C. §§ 101-1532 (as amended, 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 under Case No. 25-11454 (collectively, the “Bankruptcy Cases”);

WHEREAS, on August 6, 2025, Seller Claire’s Stores Canada Corp. (the “Canadian Seller”) was granted protection under the *Companies’ Creditors Arrangement Act*, RSC 1985, c. C-36 (the “CCAA”) in the Ontario Superior Court of Justice (Commercial List) (the “Canadian Court” and the proceedings thereunder, the “Canadian Proceedings”);

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 (i) with respect to Acquired Assets and Assumed Liabilities of the Sellers subject to the Bankruptcy Cases, the Bankruptcy Court pursuant to, *inter alia*, sections 105, 363 and 365 of the Bankruptcy Code, in accordance with the other applicable provisions of the Bankruptcy Code and the Federal Rules of Bankruptcy Procedure and the local rules for the Bankruptcy Court, and (ii) with respect to Acquired Assets and Assumed Liabilities of the Canadian Seller, the Canadian Court, in accordance with the applicable provisions of the CCAA, all on the terms and subject to the conditions set forth in this Agreement and subject to the entry and terms of the Sale Order;

WHEREAS, on or prior to the date hereof, as a material inducement to Parent and the Sellers’ willingness to enter into this Agreement and consummate the transactions contemplated hereby, Purchaser, Parent and the Escrow Agent have entered into an escrow agreement (the “Escrow Agreement”);

WHEREAS, at the Closing, Purchaser will issue and deliver to Parent that certain Seller Note, substantially in the form attached hereto as Exhibit C (the “Seller Note”), in favor of the Sellers, in an original principal amount equal to \$36,000,000 (the “Seller Note Amount”); and

NOW, THEREFORE, in consideration of the foregoing and the mutual representations, warranties, covenants, and agreements set forth in this Agreement, intending to be legally bound, the Parties hereby agree as follows:

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

Section 1.1 Purchase and Sale of the Acquired Assets. Pursuant to sections 105, 363 and 365 of the Bankruptcy Code, on the terms and subject to the conditions set forth in this Agreement and in the Sale Order, 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, as of the Closing, 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 primarily related to the Business held by any Seller as of the Closing, 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 any Seller after the Agreement Date and prior to the Closing, and further including Sellers' right, title and interest in and to, as of the Closing, the following assets of each Seller, but excluding in all cases the Excluded Assets:

(a) (i) subject to Section 1.5, the Contracts on Schedule 1.1(a), (ii) all purchase orders or similar instruments related to the Contracts set forth on Schedule 1.1(a), (iii) all Contracts that are leases governing tangible assets otherwise included in the Acquired Assets, (iv) all Contracts constituting a guarantee, indemnity, or similar arrangement pursuant to which Parent or any of its Subsidiaries provides a Seller Support Obligation in respect of any other Assigned Contract or Assumed Liability, but, in all cases, excluding Leases, which are addressed in Section 1.1(f) (collectively, the "Assigned Executory Contracts");

(b) all Accounts Receivable;

(c) Subject to Section 1.1(n), all prepaid expenses or deposits (A) made pursuant to any Assigned Contract or purchase order or (B) to the extent arising out of the operation or conduct of the Business unless to the extent related to any Excluded Contracts;

(d) any cash on hand (whether in a cash register, safe, deposit box) at an Acquired Leased Real Property (the "Store Cash" and such amount, the "Store Cash Amount");

(e) all Documents (excluding any credit card numbers or related customer payment sources, social security numbers, or other information to the extent prohibited by Law) and any Tax Returns of the Sellers to the extent solely or primarily related to any Acquired Assets, Acquired Entities or any Assumed Liabilities other than any Excluded Tax Return (the "Assumed Tax Returns");

(f) subject to Section 1.5, the Leased Real Property listed on Schedule 1.1(f) (the "Acquired Leased Real Property" and the Lease governing any Acquired Leased Real Property, an "Acquired Lease" and collectively, the "Acquired Leases", and together with the Assigned Executory Contracts, the "Assigned Contracts"), including any Leasehold Improvements and all permanent fixtures, improvements, and appurtenances thereto;

(g) subject to Section 1.2(j), all tangible assets (including Equipment) of Sellers, including the tangible assets of Sellers located at any Acquired Leased Real Property and

any such tangible assets on order to be delivered to any Seller; provided that, with respect to any such tangible asset that is leased to any Seller, the lease agreement covering such leased tangible asset is an Assigned Contract;

(h) all rights against third parties (including customers, suppliers, vendors, merchants, manufacturers and counterparties to any Assigned Contract), including causes of action, claims, counterclaims, defenses, credits, rebates (including any vendor or supplier rebates), demands, allowances, refunds, rights of set off, rights of recovery, rights of recoupment or rights under or with respect to express or implied guarantees, warranties, representations, covenants or indemnities made by such third parties, in each case (i) other than with respect to Taxes or Tax matters (including any Tax refunds or Tax attributes) and (ii) to the extent arising out of or relating to events or circumstances occurring from and after the Closing Date with respect to any of the Acquired Assets or Assumed Liabilities (in each case, other than against any Seller or its Affiliates);

(i) all credits, deposits, prepaid amounts and other rights to refunds in respect of Taxes that are attributable to (i) any Acquired Asset for any taxable period (or portion thereof) beginning after the Closing Date, (ii) any Acquired Entity or (iii) any Assumed Liability;

(j) all Equity Interests that any Seller owns in the Persons set forth on Schedule 1.1(j) (the “Transferred Subsidiaries” and, together with the Subsidiaries of any Transferred Subsidiary, the “Acquired Entities”) and all amounts owing from any Acquired Entity to any Seller;

(k) to the extent transferable under applicable Law, all of the rights, interests and benefits (if any) accruing under all Permits and Governmental Authorizations and all pending applications therefor;

(l) the sponsorship of, and all rights, interests and assets associated with, the Employee Benefit Plans set forth on Schedule 1.1(l) (collectively, the “Assumed Benefit Plans”);

(m) all Intellectual Property owned by Sellers, all rights to collect royalties and proceeds in connection with such Intellectual Property with respect to the period from and after the Closing, 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 (collectively, the “Acquired Intellectual Property”);

(n) all (i) subject to Section 1.2(j), Inventory and supplies of Sellers located in any Acquired Leased Real Property or Go-Forward Store in North America, (ii) prepaid inventory or in-transit inventory ordered and paid for by any Seller for any Acquired Leased Real Property or Go-Forward Store prior to Closing (including customs and freight charges to the extent paid by Sellers prior to Closing), regardless whether such inventory has arrived at an Acquired Leased Real Property or Go-Forward Store as of the Closing Date and (iii) inventory on consignment or related to the Seller’s Consumer Products Group; and

(o) all goodwill, payment intangibles and general intangible assets and rights of Sellers.

Section 1.2 Excluded Assets. Notwithstanding anything to the contrary in this Agreement, in no event shall Sellers be deemed to sell, transfer, assign, convey or deliver, and Sellers shall retain all right, title and interest to any assets of the Seller other than the Acquired Assets, including the following properties, rights, interests and other assets of Sellers (collectively, the “Excluded Assets”): Sellers hereby acknowledge and agree that no Asset of any Acquired Entity shall be an Excluded Asset and that all Assets of any Acquired Entity as of the Closing shall continue to be the Assets of such Acquired Entity following the Closing.

(a) except as set forth in Section 1.1(c), (d) and (n)(ii), and excluding those of any Acquired Entities, all Cash and Cash Equivalents of Sellers, all bank accounts, and all deposits (including maintenance deposits, and security deposits for rent, electricity, telephone or otherwise) or prepaid or deferred charges and expenses, including all lease and rental payments, that have been prepaid by any Seller, except to the extent made pursuant to any Assigned Contract or Lease for any Go-Forward Store, and any retainers or similar amounts paid to Advisors or other professional service providers;

(b) subject to Section 1.5, all rights and interests in any Contracts of Sellers other than the Assigned Contracts, including the Contracts set forth on Schedule 1.2(b) (collectively, the “Excluded Contracts”); provided, that Leases for Go-Forward Stores which are not Assigned Contracts as of the Closing shall not constitute Excluded Contracts until such time as Purchaser timely notifies Sellers that such Go-Forward Store Lease will not be an Assigned Contract in accordance with Section 1.5(b)(ii);

(c) (i) all Documents (including information stored on the computer systems, data networks or servers of any Seller) (A) to the extent they relate to any of the Excluded Assets or Excluded Liabilities, (B) that are financial accounting Documents, minute books, Organizational Documents, stock certificates or other Equity Interests instrument, stock registers and such other books and records of any Seller pertaining to the ownership, organization or existence of such Seller, Tax Returns and records (and any related work papers), corporate seal, checkbooks, and canceled checks, (C) that any Seller is required by Law to retain, or (iv) that are governed under applicable data privacy Laws that prohibit the transfer or sale of Personal Information and (ii) all Tax Returns, Tax records and Tax work papers of the Sellers other than Assumed Tax Returns; provided that Purchaser shall have the right to make copies of any reasonably relevant portions of such Documents or Tax Returns (other than Excluded Tax Returns) to the extent not prohibited by applicable Law;

(d) all documents prepared or received by any Seller or any of its Affiliates or on their behalf in connection with the sale of the Acquired Assets, this Agreement or the other Transaction Agreements, the Transactions, or the Bankruptcy Case, including (i) all records and reports prepared or received by Sellers or any of their respective Affiliates or Advisors in connection with the sale of the Acquired Assets and the Transactions, including all analyses relating to the business of any Seller or its Affiliates so prepared or received, (ii) all bids and expressions of interest received from third parties with respect to the acquisition of any of Sellers’ businesses or assets, (iii) all privileged materials, documents and records of any Seller or any of its Affiliates, including any privileged materials, documents and records that are in the possession of any Acquired Entity (and including for the avoidance of doubt, any other privileged materials, documents and records that are prepared or received by Seller or any of its Affiliates or on their

behalf in any other circumstance), (iv) copies of the documents, materials and data related to the Acquired Assets or Assumed Liabilities prior to the Closing Date, (v) confidentiality agreements with prospective purchasers of any of Sellers' businesses or assets, and (vi) any other files or records to the extent relating exclusively to any Excluded Assets, Excluded Liabilities or the Bankruptcy Case;

(e) all current and prior insurance policies or Employee Benefit Plans of any Seller or its Affiliates, in each case, that are not Assumed Benefit Plans, including all director and officer insurance policies, and all rights and benefits of any nature of Sellers or its Affiliates with respect to such insurance policies or Employee Benefit Plans, including all insurance recoveries under such insurance policies or Employee Benefit Plans and rights to assert claims with respect to any such insurance recoveries;

(f) all Equity Interests of any Seller or any of their respective Subsidiaries, other than Equity Interests issued by any Acquired Entity;

(g) (i) all preference or avoidance claims or Actions arising under the Bankruptcy Code or applicable Law, (ii) all other rights, claims, causes of action, rights of recovery, rights of set-off, and rights of recoupment as of the Closing of any Seller or its Affiliates, in each case, arising out of or relating to events occurring on or prior to the Closing Date, and (iii) all claims that any Seller or any of its Affiliates may have against any Person to the extent related to any other Excluded Assets or any Excluded Liabilities;

(h) Sellers' claims, causes of action or other rights under this Agreement, including the Purchase Price, or any agreement, certificate, instrument, or other document executed and delivered between any Seller or its Affiliates, on the one hand, and Purchaser or any member of the Purchaser Group, on the other hand, in connection with the Transactions, or any other agreement between any Seller or its Affiliates, on the one hand, and Purchaser or any member of the Purchaser Group, on the other hand, entered into on or after the Agreement Date;

(i) all credits, deposits, prepaid amounts and other rights to refunds in respect of Taxes that are attributable to (i) any Acquired Asset in any Tax period ending on or prior to the Closing Date (unless such Taxes are Assumed Liabilities), (ii) any Excluded Asset or (iii) any Excluded Liability;

(j) every asset of Sellers or their Affiliates that would otherwise constitute an Acquired Asset (if owned immediately prior to the Closing) if conveyed or otherwise disposed of during the period from the Agreement Date until the Closing Date (i) in the Ordinary Course, (ii) as authorized by the Bankruptcy Court, or (iii) as otherwise permitted by the terms of this Agreement;

(k) except with respect to Assigned Contracts, all demands, credits, statements, allowances, refunds, rebates (including any vendor or supplier rebates), rights (including under or with respect to express or implied guarantees, warranties, representations, covenants and indemnities), claims, counterclaims, defenses, credits, causes of action, rights of set off, rights of recovery or rights of recoupment relating to or arising against suppliers, vendors, merchants, manufacturers and counterparties to Leases, licenses or any Contract, arising out of or relating to events occurring on or prior to the Closing Date;

(l) all claims or other amounts owing from any Sellers or any of their respective Affiliates (other than the Acquired Entities);

(m) the credit card reserves of the Sellers; and

(n) all items set forth on Schedule 1.2(n).

Section 1.3 Assumption of Certain Liabilities. On the terms and subject to the conditions set forth in this Agreement, in the Sale Order, effective as of the Closing, in addition to the payment of the Cash Purchase Price and delivery of the Seller Note in accordance with Section 2.1, Purchaser shall irrevocably assume from each Seller (or with respect to Taxes, if applicable, from such Seller's applicable Affiliate) and from and after the Closing pay, perform, discharge, or otherwise satisfy in accordance with their respective terms, and Sellers (or with respect to Taxes, if applicable, Sellers' applicable Affiliate) shall irrevocably transfer, assign, convey, and deliver to Purchaser, only the following Liabilities, without duplication and only to the extent not paid prior to the Closing (collectively, the "Assumed Liabilities"):

(a) all Liabilities and obligations of any Seller under the Assigned Contracts related to and arising from and after the Closing, including any accrued but unpaid Liabilities that are not due prior to the Closing;

(b) all cure costs required to be paid pursuant to Section 365 of the Bankruptcy Code and/or any equivalents under the CCAA in connection with the assumption and assignment of the Assigned Contracts ("Cure Costs");

(c) all Liabilities (including all government charges or fees) related to or arising out of the Purchaser's conduct of the Business or the ownership or operation of the Acquired Assets on or after the Closing Date;

(d) all Liabilities relating to amounts required to be paid, or actions required to be taken or not to be taken, by Purchaser under the express terms of this Agreement;

(e) all Liabilities for (i) Taxes imposed on or with respect to the Acquired Assets (including the Acquired Entities) and the Assumed Liabilities for any taxable period (or portion thereof) beginning after the Closing Date and (ii) Sales Taxes and Transfer Taxes allocated to Purchaser pursuant to Section 9.1;

(f) the sponsorship of and all Liabilities at any time arising under, pursuant to or in connection with the Assumed Benefit Plans and all Liabilities for compliance with the requirements of section 4980B of the Tax Code and the rules and regulations thereunder with respect to all individuals who are "M&A qualified beneficiaries" as such term is defined in 26 C.F.R. § 54.4980B-9;

(g) all Liabilities up to a cap of \$5,900,000 arising under Section 503(b)(9) of the Bankruptcy Code;

(h) all (i) Liabilities relating to Purchaser's employment of the Transferred Employees and all Liabilities and obligations assumed by Purchaser under Section 6.3, including

all Liabilities associated with any termination of employment of any Transferred Employee after the Closing; and (ii) for the avoidance of doubt, all Liabilities of any kind or nature whatsoever, whenever arising, relating to the Acquired Entity Employees;

(i) all Liabilities related to the Acquired Leased Real Property and the Acquired Leases, including any Leasehold Improvements and all permanent fixtures, improvements, and appurtenances thereto;

(j) any Liabilities owing to any Acquired Entity;

(k) all Liabilities related to gift cards, store credits, customer loyalty programs, and gift certificates, validly issued by the Sellers within the one-year period prior to the Closing that are outstanding and redeemable in North America; and

(l) all Liabilities in respect of freight and duty for any Inventory purchased by Sellers as contemplated by Section 6.1(a).

Section 1.4 Excluded Liabilities. 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 any Seller of any kind or nature whatsoever, whether absolute, accrued, contingent or otherwise, liquidated or unliquidated, due or to become due, known or unknown, currently existing or hereafter arising, matured or unmatured, direct or indirect, and however arising, 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, including any Liabilities of any Seller in respect of such Seller's European operations, that are not Assumed Liabilities being referred to collectively as the "Excluded Liabilities"). For avoidance of doubt, the Excluded Liabilities shall include (a) all Liabilities relating to Sellers' employment of the Business Employees and qualified COBRA beneficiaries (including payroll, benefits and COBRA) up to the Closing, including all Liabilities associated with any termination of employment of any Business Employee on or prior to the Closing, (b) all Liabilities for Taxes imposed on or with respect to the Business, the Acquired Assets (including the Acquired Entities) and the Assumed Liabilities for any taxable period (or portion thereof) beginning prior to and ending on the Closing Date, and all Liabilities for Taxes imposed on or with respect to the Excluded Assets and Excluded Liabilities and (c) all Liabilities in respect of Stub Rent. Purchaser hereby acknowledges and agrees that no Liability of any Acquired Entity shall be an Excluded Liability and that all Liabilities of any Acquired Entity as of the Closing shall continue to be the Liabilities of such Acquired Entity following the Closing.

Section 1.5 Assumption/Rejection of Certain Contracts.

(a) Assumption and Assignment of Executory Contracts. Sellers shall provide timely and proper written notice of a proposed Sale Order to all parties to any executory Contracts or unexpired Leases to which any Seller is a party that are Assigned Contracts and take all other actions reasonably necessary to cause such Assigned Contracts to be assumed by Sellers and assigned to Purchaser pursuant to Section 365 of the Bankruptcy Code and/or its equivalents under the CCAA to the extent that such Contracts or Leases are Assigned Contracts at Closing. The Sale Order shall provide that as of and conditioned on the occurrence of the Closing, the applicable

Sellers shall assume and assign or cause to be assigned to Purchaser, as applicable, the Assigned Contracts, each of which shall be identified by the name or appropriate description and date of the Assigned Contract (if available), the other party to the Assigned Contract and the address of such party for notice purposes, all included in a notice filed with the Bankruptcy Court. Such notice shall also set forth Sellers' good faith estimate of the Cure Cost under each of the Assigned Contracts. At the Closing, pursuant to the Sale Order, and the Assignment and Assumption Agreement, Sellers shall assume and assign to Purchaser (the consideration for which is included in the Purchase Price), and Purchaser shall accept and assume all Assigned Contracts that may be assigned by any such Seller to Purchaser pursuant to sections 363 and 365 of the Bankruptcy Code and/or its equivalents under the CCAA. At the Closing, Purchaser shall (i) pay all Cure Costs and (ii) assume, and thereafter in due course and in accordance with its respect terms pay, fully satisfy, discharge and perform all of the obligations under each Assigned Contract pursuant to Section 365 of the Bankruptcy Code and/or its equivalents under the CCAA.

(b) Go-Forward Stores; Excluding or Adding Assigned Contracts.

(i) Within seven (7) days following the date hereof, Purchaser shall provide notice to Sellers identifying the retail stores operated by the Sellers in North America that Purchaser is not interested in acquiring (such stores, the "Phase I Closing Stores"). Notwithstanding anything to the contrary herein, Sellers shall be permitted, from and after receipt of the foregoing notice, to conduct liquidation and "going out of business" sales at the Phase I Closing Stores; provided that, in no event shall any Inventory, located in the Sellers' distribution center(s) or not otherwise located in the Phase I Closing Stores be delivered to any of the Phase I Closing Stores.

(ii) Subject to Section 1.5(b)(iii), Purchaser shall have the right to notify Sellers in writing of any Assigned Contract covered in clause (i) or (v) of Section 1.1(a) or Section 1.1(f) that it does not wish to assume or any Contract to which any Seller is a party that Purchaser wishes to add as an Assigned Contract, in either case, following the date hereof and at least two Business Days prior to Closing, and (i) 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 added to the Schedules related to Excluded Contracts, in each case, without any adjustment to the Purchase Price, and (ii) any such previously considered Excluded Contract that Purchaser wishes to assume as an Assigned Contract shall be automatically deemed added to the Schedules related to Assigned Contracts, automatically deemed removed from the Schedules related to Excluded Contracts, and assumed by the applicable Seller to sell and assign to Purchaser and accepted and assumed by Purchaser, in each case, without any adjustment to the Purchase Price. Purchaser shall be solely responsible for the payment, performance and discharge when due of the Liabilities under the Assigned Contracts arising or that are otherwise payable from the time of and after the Closing. In the event that as of the Closing there are any Contracts (including Leases for Go-Forward Stores) for which Purchaser desires additional time to decide whether to include such on Schedule 1.1(a) or (f), as applicable, Purchaser may, in its discretion, require Sellers to keep in place such Contract(s) (at Purchaser's sole cost and expense) and, notwithstanding anything to the contrary herein, in no event shall any such Contract(s) be deemed to be an Excluded Contract unless Purchaser has not elected for such Contract to

be an Assigned Contract within the earlier of (x) the effective date of the Plan and (y) sixty (60) days following the Closing (such date, the “Rejection Deadline Date”).

(iii) On or prior to September 15, 2025, Purchaser shall provide notice of the Leases for the Go-Forward Stores that (A) Purchaser will seek to assume as of the Closing Date (the “Acquired Stores”) and (B) Purchaser does not seek to assume as of Closing but for which the Purchaser requests the Debtors not reject effective as of Closing (the “Non-Acquired Stores”). Purchaser shall be responsible for any obligations relating to the Non-Acquired Stores arising after Closing that arise under section 365(d)(3) of the Bankruptcy Code and/or its equivalents under the CCAA, including but not limited to base rent, any percentage rent relating to store proceeds, utilities, common area maintenance charges, and other rents, fees, and costs specified by the applicable Lease (the “Non-Acquired Stores Obligations”). The Debtors may in their sole discretion reject the applicable Leases for (1) any Go-Forward Stores that are not Acquired Stores and (2) if Purchaser has not timely paid to Parent the Non-Acquired Store Obligations with respect to any Non-Acquired Store within 3 Business Days’ following Parent’s request for payment for such Non-Acquired Store Obligations, such Non-Acquired Stores.

(c) Non-Assignment.

(i) Notwithstanding anything to the contrary in this Agreement, a Contract shall not be assigned to, or assumed by, Purchaser to the extent that such Contract is rejected by Seller or its Affiliates in accordance with this Section 1.5 or terminated by a Seller, its Affiliates or any other party thereto, 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 and is not continued or otherwise extended upon assumption.

(ii) Notwithstanding anything to the contrary in this Agreement, if (A) an Acquired Asset requires a Consent or Governmental Authorization in order to permit the sale or transfer to Purchaser of the applicable Seller’s right, title and interest in and to such asset, (B) no Order of the Bankruptcy Court or the Canadian Court, including the Sale Order, is then in effect that precludes satisfaction of such requirement, and (C) such Consent or Governmental Authorization has not been obtained prior to such time as such right, title and interest is to be transferred by Purchaser, such asset shall not be transferred to, or received by, Purchaser until either (Y) such an Order is in effect or (Z) such Consent or Governmental Authorization has been obtained.

(iii) If any Acquired Asset is deemed not to be assigned pursuant to Section 1.5(c)(ii), the Closing shall nonetheless take place subject to the terms and conditions set forth in this Agreement and, thereafter, through the earliest of (W) such time as such Consent or Governmental Authorization is obtained, (X) such an Order is in effect, (Y) six (6) months following the Closing, and (Z) the closing of the Bankruptcy Cases or the Canadian Proceedings or dissolution of the applicable Seller(s), Sellers and Purchaser shall (A) use reasonable best efforts to secure such Consent or Governmental Authorization or Order as promptly as practicable after the Closing and (B) cooperate in good faith in any lawful and commercially reasonable arrangement, including subcontracting, licensing, or sublicensing to Purchaser any or all of any Seller’s rights and obligations with respect to

any such Acquired Asset, 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 or any direct costs associated with the retention and maintenance of such Acquired Asset incurred by any Seller or its Affiliates) with respect to such Acquired Asset and (2) Purchaser shall assume and timely discharge any related burden and obligation with respect to such Acquired Asset. Upon the effectiveness of such Order or satisfying any requisite Consent or Governmental Authorization requirement after the Closing, the applicable Seller shall transfer to Purchaser and Purchaser shall accept such Seller's right, title and interest in and to such Acquired Asset in accordance with the terms of this Agreement, the Sale Order and the Bankruptcy Code and the CCAA.

(iv) Notwithstanding anything in this Agreement to the contrary, (A) the provisions of this Section 1.5(c)(iv) shall not apply to any Consent or Governmental Authorization required under any Foreign Competition Laws, which Consent or Governmental Authorization shall be governed by Section 6.4 and (B) no Seller will be obligated to pay any consideration to any third party from whom Consent or Governmental Authorization is requested or to initiate any litigation to obtain any such Consent or Governmental Authorization.

ARTICLE II

CONSIDERATION; PAYMENT; CLOSING

Section 2.1 Consideration; Payment.

(a) The aggregate consideration to be paid by Purchaser for the purchase of the Acquired Assets shall be the Purchase Price.

(b) At the Closing, Purchaser shall deliver, or cause to be delivered, to Parent (for further distribution to the Sellers) an aggregate amount equal to the Cash Purchase Price less the Holdback Amount and the DIP Balance plus an amount equal to the Aggregate Partial September Rent for the Acquired Stores (collectively, the "Closing Date Payment").

(c) Within one (1) Business Day of the effectiveness of Parent's rejection of or Purchaser's assumption and assignment of any Lease for a Go-Forward Store that is not an Acquired Store pursuant to Section 1.5(b), Purchaser shall reimburse the applicable Seller for the Aggregate Partial September Rent for such Lease for a Go-Forward Store that is not an Acquired Store by wire transfer of immediately available funds to such bank account as shall be designated in writing by Parent.

(d) The Closing Date Payment and any payment required to be made pursuant to any other provision of this Agreement shall be made in cash by wire transfer of immediately available funds to such bank account as shall be designated in writing by the applicable Party to (or for the benefit of) whom such payment is to be made, and such designation shall be made at least two (2) Business Days prior to the date such payment is to be made.

(e) A portion of the Cash Purchase Price equal to \$4,000,000 (the "Retained Holdback Amount") shall be retained by the Purchaser at Closing until the Purchaser Price is finally

determined in accordance with Section 2.6. If as a result thereof, (i) the Sellers owe additional funds to Purchaser, Purchaser shall be permitted to retain from the Retained Holdback Amount a sum equal to such amounts owed and pay the remaining amount of the Retained Holdback Amount to Sellers in cash in immediately available funds to such account(s) as may be designated by Purchaser or (ii) the Sellers do not owe additional funds to Purchaser, the Purchaser shall pay the 100% of the Retained Holdback Amount to Sellers in cash in immediately available funds to such account(s) as may be designated by Parent.

(f) A portion of the Cash Purchase Price equal to \$4,000,000 (the “Deposited Holdback Amount”, and together with the Retained Holdback Amount, the “Holdback Amount”) deposited with the Escrow Agent at Closing until the Cash Purchase Price is finally determined in accordance with Section 2.6. If as a result thereof, (i) the Sellers owe additional funds to Purchaser and the amount owed to Purchaser exceeds the Retained Holdback Amount Purchaser and Parent shall deliver joint written instructions to the Escrow Agent directing the Escrow Agent to transfer by wire transfer of immediately available funds (x) a sum equal to such amounts owed in excess of the Retained Holdback Amount to such account(s) as may be designated by Purchaser and (y) any remaining portion of the Deposited Holdback Amount (together with any and all investment interest thereon, if any) to such account(s) as may be designated by Parent, or (ii) the Sellers do not owe additional funds to Purchaser, Purchaser and Parent shall deliver joint written instructions to the Escrow Agent directing the Escrow Agent to transfer by wire transfer of immediately available funds 100% of the Deposited Holdback Amount (together with any and all investment interest thereon, if any) to such account(s) as may be designated by Parent.

Section 2.2 Deposit; DIP Financing.

(a) Prior to the Agreement Date, Purchaser has made an earnest money deposit of \$7,500,000 (the “Initial Deposit”) with Citibank, N.A., together with its permitted successors and assigns (the “Escrow Agent”), by wire transfer of immediately available funds for deposit into a separate, segregated, non-interest bearing escrow account maintained by the Escrow Agent in accordance with the Financing Orders. Purchaser shall make an additional earnest money deposit of \$15,000,000 on or prior to 5:00 pm Eastern Time on August 22, 2025 (the “Second Deposit”, and together with the Initial Deposit collectively, the “Deposit”) with the Escrow Agent by wire transfer of immediately available funds for deposit into a separate, segregated, non-interest bearing escrow account maintained by the Escrow Agent in accordance with the Financing Orders and Purchaser’s failure to fund the Second Deposit in accordance with this Section 2.2(a) shall be deemed a material breach of this Agreement by the Purchaser that is not subject to cure. The Deposit shall not be subject to any lien, attachment, trustee process, or any other judicial process of any creditor of any Seller or Purchaser.

(b) During the period beginning on the date of the Financing Orders and ending on the Closing, Parent (on behalf of the Sellers) shall have the right to use all, or a portion, of the Deposit as a DIP Facility (as defined the Financing Orders) in accordance with the Financing Orders, which shall be in a form acceptable to each of Purchaser and Parent, including (i) to fund the purchase of Inventory for the Business (including (a) any Inventory in transit but for which Seller has not yet obtained title or possession and (b) actual freight and duty invoices associated with such Inventory) upon notification of such intended purchases to Purchaser, (ii) to fund certain critical vendor payments, and (iii) to the extent any amounts under the DIP Facility Amount remain

following the funding of clauses (i) and (ii), to pay vendor claims under section 503b9 of the Bankruptcy Code, in each case, subject to written approval (email being sufficient) from the Purchaser (such approval not to be unreasonably withheld, conditioned or delayed). With respect to prong (i), any purchase order proposed by Parent must be accompanied by supporting information with respect to the Inventory subject to such proposed purchase order, which provides the following: historical sales (if applicable, to the extent such information exists), margins, current inventory position on hand and how such purchase fits into the merchandising open to buy) and, if Purchaser declines to approve Parent's proposed purchase order, Purchaser shall provide an alternative proposal of similar amount for such purchase order to Parent within five (5) Business Days of such notification from Parent. Within one (1) Business Day of such approval or alternative proposal from Purchaser, the applicable Parties shall deliver joint written instructions to the Escrow Agent directing the Escrow Agent to transfer by wire transfer of immediately available funds for the applicable purchase amount to the account(s) as may be designated by Purchaser. In the event that the Purchaser withholds its approval for the applicable proposed purchase order and does not provide an alternative proposal of similar amount to such unapproved purchase order, the Minimum Core Inventory Threshold shall be decreased dollar-for-dollar by the amount of Inventory proposed to be purchased pursuant to the purchase order; provided, that notwithstanding the foregoing, there shall be no decrease to the Minimum Core Inventory Threshold if the Purchaser withholds its approval for the applicable proposed purchase order because Sellers have not provided the required supporting information.

(c) If, prior to the Closing, this Agreement has been terminated other than by Seller pursuant to Section 8.1(d) or (f), then the remaining Deposit, together with all received investment income, if any, shall be returned to Purchaser after such termination and within two (2) Business Days of such termination, the applicable Parties shall deliver joint written instructions to the Escrow Agent directing the Escrow Agent to transfer by wire transfer of immediately available funds 100% of the remaining Deposit (together with any and all investment interest thereon, if any) to such account(s) as may be designated by Purchaser.

(d) If, prior to the Closing, this Agreement has been terminated by Seller pursuant to Section 8.1(d) or (f), then Sellers shall retain the remaining Deposit together with all received investment income, if any and, within two (2) Business Days of such termination, the applicable Parties shall deliver joint written instructions to the Escrow Agent directing the Escrow Agent to transfer by wire transfer of immediately available funds 100% of the remaining Deposit (together with any and all investment interest thereon, if any) to such account(s) as may be designated by Parent.

(e) Sellers' right to retain the remaining Deposit, as set forth in Section 2.2(d), is not a penalty, but rather is liquidated damages in a reasonable amount that will compensate the Sellers for their efforts and resources expended and the opportunities foregone while negotiating this Agreement and in reliance on this Agreement and on the expectation of the consummation of the Transactions, which amount would otherwise be impossible to calculate with precision.

(f) If the Closing occurs, at the Closing the applicable Parties shall deliver joint written instructions to the Escrow Agent directing the Escrow Agent to transfer by wire transfer of immediately available funds 100% of the Deposit (together with any and all investment interest thereon, if any) to such account(s) as may be designated by Parent.

Section 2.3 Closing. The closing of the purchase and sale of the Acquired Assets, the delivery of the Cash Purchase Price, the Seller Note and the assumption of the Assumed Liabilities in accordance with 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 601 Lexington Avenue, New York, New York 10022 at 10:00 a.m. Eastern Time) on the second 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, but subject to the satisfaction or waiver of those conditions), or at such other place and time as the Parties may agree in writing. The date on which the Closing actually occurs is referred to as the “Closing Date.”

Section 2.4 Closing Deliveries by Sellers. At or prior to the Closing, Sellers shall deliver to Purchaser:

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

(b) a short-form Intellectual Property assignment agreement substantially in the form of Exhibit B (the “IP Assignment Agreement”), duly executed by the applicable Sellers;

(c) instruments of transfer of the Equity Interests of the Transferred Subsidiaries, in customary form, duly executed by the applicable Sellers;

(d) an Internal Revenue Service (“IRS”) Form W-9 or IRS Form W-8, as applicable, executed by each Seller or each Seller’s regarded owner for U.S. federal income Tax purposes; provided that the failure to deliver such form shall not be deemed a breach of any condition or covenant in this Agreement and Purchaser’s sole remedy for the failure to provide any such form shall be to forgo the consideration otherwise payable to Sellers in accordance with Section 2.7;

(e) the Seller Note, duly executed by Parent;

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

(g) to the extent the ABL Credit Agreement (as defined in the Seller Note) is entered into at Closing, the Intercreditor Agreement (as defined in the Seller Note), duly executed by the applicable subsidiaries of Parent.

Section 2.5 Closing Deliveries by Purchaser. At the Closing, Purchaser shall deliver to (or at the direction of) Sellers:

(a) the Closing Date Payment;

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

- (c) the IP Assignment Agreement, duly executed by Purchaser;
- (d) the Seller Note, duly executed by Purchaser; and
- (e) 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 Section 7.3(a) and 7.3(b) have been satisfied.

Section 2.6 Cash Purchase Price.

(a) At least three (3) Business Days before the Closing, Parent shall prepare and deliver to Purchaser a written statement (the "Closing Statement") setting forth in reasonable detail its good faith estimate of (i) Core Inventory Amount, as of the Determination Time (the "Estimated Core Inventory Amount") and corresponding Estimated Core Inventory Shortfall or Estimated Core Inventory Surplus, as applicable, (ii) the A/R Amount as of the Determination Time (the "Estimated A/R Amount") and corresponding Estimated A/R Shortfall (if any), and (iii) the Store Cash Amount as of the Determination Time (the "Estimated Store Cash Amount") and corresponding Estimated Store Cash Shortfall or Estimated Store Cash Surplus, as applicable, and (iv) based upon the immediately preceding clauses (i), (ii) and (iii), the resulting Estimated Cash Purchase Price and Estimated Seller Note Credit. Parent will prepare the Closing Statement and all items included therein consistent with this Agreement (including the definitions herein) and the Accounting Policies, which statement shall be substantially in the form of Exhibit E attached hereto. During the period after the delivery of the Closing Statement and prior to the Closing Date, Purchaser shall have an opportunity to review the Closing Statement and Parent shall provide Purchaser and its Representatives reasonable access during normal business hours to all properties, books and records relating thereto and the officers and other employees and advisors of the Sellers and their Affiliates, in each case, to the extent reasonably necessary to assist Purchaser and its Representatives in their review of the Closing Statement; provided, that such access shall be in a manner that does not interfere with the normal business operations of the Sellers and their Subsidiaries. Parent shall in good faith consider any questions or comments received from Purchaser regarding the Closing Statement; provided, that, to the extent that Purchaser and Parent disagrees as to any one or more items, then with respect to such item, the amount of such item set forth in the Closing Statement sent by Parent shall be used for purposes of calculating the Estimated Cash Purchase Price and Estimated Seller Note Credit; provided, however, that, Purchaser's acceptance of the Estimated Cash Purchase Price and Estimated Seller Note Credit as proposed by Parent (or as otherwise agreed by Purchaser and Parent pursuant to this Section 2.6(a)) will not be deemed to waive or otherwise impair any rights of Purchaser relating to its preparation of the Post-Closing Statement and the adjustments to the Estimated Cash Purchase Price, the Estimated Seller Note Credit, the Cash Purchase Price or the Seller Note Credit pursuant to this Agreement, or waive, limit or otherwise modify any of its rights or remedies under this Agreement. Notwithstanding the foregoing, the Parties agree that in the event the Estimated A/R Amount is less than the A/R Peg, the first \$1,000,000 of such difference shall be satisfied by way of a dollar-for-dollar Seller Note Credit, to be applied by Purchaser to the cash payments first owing under the Seller Note, and any remaining portion of such difference shall result in a reduction to the Estimated Cash Purchase Price.

(b) Subsequent to the Closing and subject to this Section 2.6 (as applicable), the Estimated Cash Purchase Price and/or Seller Note Credit shall be increased (if the Net Adjustment Amount is positive) or decreased (if the Net Adjustment Amount is negative) by the absolute value of the Net Adjustment Amount (which may be negative or positive). “Net Adjustment Amount” means an amount equal to the net result of (i) the amount by which the Final Core Inventory Amount exceeds the Estimated Core Inventory Amount (if any), less (ii) the amount by which the Estimated Core Inventory Amount exceeds the Final Core Inventory Amount (if any), plus (iii) solely in the event the Final A/R Amount is equal to or less than the A/R Peg, the amount by which the Final A/R Amount exceeds the Estimated A/R Amount (if any) (the “A/R Increase”), less (iv) the amount by which the Estimated A/R Amount exceeds the Final A/R Amount (if any) (the “A/R Decrease”), plus (v) the amount by which the Final Store Cash Amount exceeds the Estimated Store Cash Amount (if any), less (vi) the amount by which the Estimated Store Cash Amount exceeds the Final Store Cash Amount (if any). Notwithstanding the foregoing, the Parties agree that, solely with respect to any Net Adjustment Amount resulting from an A/R Decrease, (A) the first \$1,000,000 of such A/R Decrease (inclusive of any difference based on the amount by which the Estimated A/R Amount is less than the A/R Peg) shall be satisfied by way of a dollar-for-dollar adjustment to the Estimated Seller Note Credit, to be applied by Purchaser to the cash payments first owing under the Seller Note and (B) to the extent the Estimated A/R Amount was less than the A/R Peg and it is thereafter determined that there is an A/R Increase as part of the Net Adjustment Amount, (i) a portion of any such A/R Increase in an amount up to the portion of cash reduction included in the Estimated Cash Purchase Price due to the Estimated A/R Shortfall shall be paid to Sellers and (ii) the Estimated Seller Note Credit shall be decreased by an amount equal to the remaining portion of such A/R Increase. By way of example, if the Estimated A/R Amount was \$8,500,000 and, as such, the Estimated Seller Note Credit was \$1,000,000 and there was a \$500,000 cash reduction included in the Estimated Cash Purchase Price, and thereafter it is determined that the Final A/R Amount is \$9,500,000 and there is a \$1,000,000 A/R Increase as part of the Net Adjustment Amount, the first \$500,000 of such A/R Increase shall be paid to Sellers and the Estimated Seller Note Credit shall be reduced by \$500,000.

(c) As soon as reasonably practicable, but no later than ten (10) Business Days after the Closing Date, Purchaser shall (i) prepare a statement of the calculation of (A) the Core Inventory Amount as of the Determination Time (the “Final Core Inventory Amount”), (B) the A/R Amount as of the Determination Time (the “Final A/R Amount”), (C) the Store Cash Amount as of the Determination Time (the “Final Store Cash Amount”), and (D) based upon the immediately preceding clauses (A), (B) and (C) (and taking into account the Net Adjustment Amount, including the limitation set forth in the proviso in the first sentence of Section 2.6(b)), the resulting Cash Purchase Price and Seller Note Credit (as applicable) as if (and solely for this purpose) such Core Inventory Amount is the Final Core Inventory Amount, such A/R Amount is the Final A/R Amount and such Store Cash Amount is the Final Store Cash Amount (the “Post-Closing Statement”), and (ii) deliver the Post-Closing Statement to Parent. The Post-Closing Statement shall be prepared in good faith consistent with this Agreement (including the definitions herein) and the Accounting Policies, which statement shall be substantially in the form of Exhibit E attached hereto (in the case of the Core Inventory Amount, A/R Amount and Store Cash Amount). The Parties agree that (1) in determining the Final Core Inventory Amount, the Final Store Cash Amount and the Final A/R Amount, and the related adjustment contemplated by this Section 2.6(c), no Party will be permitted to introduce judgments, accounting methods, policies, principles, practices, procedures, assumptions, conventions, categorizations, definitions,

techniques (including in respect of management's exercise of judgment), classifications or estimation methodologies different than those set forth in the Accounting Policies, and (2) the Post-Closing Statement shall not include any purchase accounting or other adjustment arising out of the consummation of the Transactions and shall not be impacted by any changes requested by Purchaser between the Closing and the delivery of the Post-Closing Statement. Without the prior consent of Parent pursuant to this Section 2.6, Purchaser shall not have the right to modify the Post-Closing Statement or any items or amounts set forth therein after Purchaser delivers the Post-Closing Statement to Parent. If Purchaser does not deliver the Post-Closing Statement to Parent within ten (10) Business Days after the Closing Date, Parent (acting in its sole discretion) may elect by written notice to Purchaser to deem the Closing Statement as the Final Post-Closing Statement that is final, binding and non-appealable by the Parties.

(d) In connection with the review of the Post-Closing Statement by Parent, Purchaser shall provide Parent and its Representatives with reasonable access to the books and records, personnel and facilities of the Business (in each case upon reasonable advance notice in writing and during normal business hours in a manner that does not unreasonably interfere with the Business). Furthermore, Parent shall have the right to review the work papers of Purchaser underlying or utilized in preparing the Post-Closing Statement and the calculation of the Cash Purchase Price set forth therein; provided, however, that the independent accountants of the Business, if any, shall not be obligated to make any such work papers available to Parent unless and until Parent has signed a customary confidentiality agreement relating to such access to such work papers in form and substance reasonably acceptable to such independent accountants.

(e) Within ten (10) Business Days after its receipt of the Post-Closing Statement, Parent shall inform Purchaser in writing either (i) that the Post-Closing Statement is acceptable or (ii) of any objection to the Post-Closing Statement, setting forth in reasonable detail the basis for such objection and the specific adjustment to amounts, determinations and calculations set forth on the Post-Closing Statement that Parent believes should be made, including specific dollar amounts of adjustments necessary (an "Objection Notice"). If an Objection Notice is timely delivered within such ten (10) Business Days period, Purchaser and Parent shall negotiate in good faith to resolve each dispute raised therein (each, a "Disputed Item"). Any amounts that are not a Disputed Item on the Objection Notice shall be final, conclusive, binding and non-appealable on the Parties. If Purchaser and Parent, notwithstanding such good faith efforts, fail to resolve any Disputed Item within five (5) days after Parent timely delivers an Objection Notice or such longer period of time as the Parties may mutually agree in writing, then Purchaser and Parent shall jointly engage the Accounting Firm to resolve only any remaining Disputed Items as soon as practicable thereafter (but in any event, within ten (10) days after engagement of the Accounting Firm or such longer period as the Accounting Firm may reasonably require), which resolution must be in writing and set forth in reasonable detail the basis therefor; provided, that, all negotiations and discussions between Purchaser and Parent regarding the matters specified on the Objection Notice shall (unless otherwise agreed to in writing by Purchaser and Parent) be governed by Rule 408 of the U.S. Federal Rules of Evidence and any comparable applicable state rule of evidence. The amounts, determinations and calculations (or any component thereof) contained in the Post-Closing Statement shall become final, conclusive, binding and non-appealable on the Parties at the following times:

(i) in the event that Parent has informed Purchaser in writing that the Post-Closing Statement is acceptable pursuant to this Section 2.6(e), the date on which Parent so informs Purchaser (in which case such amounts, determinations and calculations (or any component thereof) shall be as set forth in the Post-Closing Statement delivered or deemed to be delivered pursuant to Section 2.6(c));

(ii) in the event that Parent does not deliver an Objection Notice to Purchaser pursuant to this Section 2.6(e) within ten (10) Business Days after receipt of the Post-Closing Statement, on the next Business Day following the expiration of such period (in which case such amounts, determinations and calculations (or any component thereof) shall be as set forth in the Post-Closing Statement delivered pursuant to Section 2.6(c));

(iii) in the event that Parent has delivered an Objection Notice to Purchaser pursuant to this Section 2.6(e), the date of an agreement in writing by Purchaser and Parent that such amounts, determinations and calculations (or any component thereof) that are the subject of such Objection Notice, together with any modifications thereto agreed to by Purchaser and Parent, are final, conclusive, binding and non-appealable (in which case such amounts, determinations and calculations (or any component thereof) shall be as agreed upon by Purchaser and Parent); and

(iv) in the event that Purchaser and Parent engage the Accounting Firm to resolve any remaining Disputed Items pursuant to this Section 2.6(e), the date on which the Accounting Firm issues its written resolution of such Disputed Items (in which case such amounts, determinations and calculations (or any component thereof) shall be as resolved by the Accounting Firm pursuant to this Section 2.6(e) with respect to all Disputed Items submitted to the Accounting Firm, and shall otherwise be as set forth in the Post-Closing Statement delivered pursuant to Section 2.6(c), together with any modifications thereto agreed to by Purchaser and Parent).

(f) At such time determined in accordance with this Section 2.6, the Post-Closing Statement as so agreed (or deemed agreed) or determined shall be the “Final Post-Closing Statement” for purposes of this Agreement, and shall be final, conclusive, binding and non-appealable (absent fraud, willful misrepresentation or mathematical or manifest error and such determination may be entered and enforced in accordance with Section 10.12) on the Parties and shall be used for the adjustment of the Purchase Price, if any, pursuant to Section 2.6(i). The statements of (i) Core Inventory Amount as of the Determination Time set forth in the Final Post-Closing Statement shall be the “Final Core Inventory Amount” for purposes of this Agreement, (ii) A/R Amount set forth in the Final Post-Closing Statement shall be the “Final A/R Amount” for purposes of this Agreement and (iii) the Store Cash Amount as of the Determination Time set forth in the Final Post-Closing Statement shall be the “Final Store Cash Amount” for purposes of the Agreement.

(g) In resolving any Disputed Item, the Accounting Firm (i) shall act as an expert and not as an arbitrator, (ii) shall be bound by the provisions of this Section 2.6(g), (iii) shall not assign a value to any Disputed Item greater than the greatest value claimed for such Disputed Item or less than the smallest value for such Disputed Item claimed by either Purchaser in the Post-Closing Statement or Parent in the Objection Notice, (iv) shall limit its determination to each

unresolved Disputed Item, (v) shall make its determination based solely on presentations by Purchaser and Parent which are in accordance with the guidelines and procedures set forth in this Agreement and not on the basis of independent review; provided, that, the Accounting Firm may make reasonable requests for additional information from Purchaser and Parent, (vi) may not consider for any purpose, any settlement discussions or settlement offer(s) made by or on behalf of either Purchaser or Parent unless otherwise agreed in writing by Purchaser and Parent, and (vii) shall have exclusive jurisdiction over any disputes arising out of or relating to the calculation of, and any adjustments to, the Purchase Price; provided, that upon the determination of the Accounting Firm, such determination may be entered and enforced in any court of competent jurisdiction in accordance with Section 10.12.

(h) For purposes of complying with this Section 2.6, Purchaser and Parent shall furnish to each other and to the Accounting Firm such work papers and other documents and information relating to the Disputed Items as the Accounting Firm may require and that are available to the Party (or its independent public accountants) from whom such documents or information are requested. The Accounting Firm shall deliver its determination of the Disputed Items to Purchaser and Parent in writing, together with a reasonable basis for its determination of each Disputed Item. In no event shall either Party engage in *ex parte* communications with the Accounting Firm with respect to any Disputed Item until the Accounting Firm issues its final determination of the Disputed Items. The fees and expenses of the Accounting Firm incurred pursuant to this Section 2.6 shall be allocated between Purchaser and Parent in inverse proportion to their success on the unresolved Disputed Items, i.e., (i) Purchaser shall be responsible for that portion of the fees and expenses multiplied by a fraction, the numerator of which is the aggregate Dollar value of the Disputed Items submitted to the Accounting Firm that are resolved against Purchaser (as finally determined by the Accounting Firm) and the denominator of which is the total Dollar value of the Disputed Items so submitted and (ii) Parent shall be responsible for the remaining amount of fees and expenses. In the event of any dispute regarding such allocation, the Accounting Firm shall determine the allocation of its fees and expenses as between Purchaser and Parent in accordance with such allocation methodology, such determination to be final and binding on both Purchaser and Parent. Except as otherwise set forth in Section 2.6(b) and this Section 2.6(h), the fees and expenses of Parent and its Representatives incurred in connection with the Post-Closing Statement and any Disputed Items shall be borne by Parent, and the fees and expenses of Purchaser and its Representatives incurred in connection with the Post-Closing Statement and any Disputed Items shall be borne by Purchaser.

(i) If the Cash Purchase Price (as finally determined in the Final Post-Closing Statement): (A) is less than the Estimated Cash Purchase Price, then within three (3) Business Days after the Cash Purchase Price is finally determined in the Final Post-Closing Statement, Parent shall repay to Purchaser an amount equal to the difference between the Cash Purchase Price and the Estimated Cash Purchase Price by way of offset against the Holdback Amount; provided, that, if the amount owed by Parent is greater than the Holdback Amount, the Parent shall pay the difference to Purchaser, by wire transfer of immediately available funds to the bank accounts designated by Purchaser in writing; or (B) exceeds the Estimated Cash Purchase Price, then within three (3) Business Days after the Cash Purchase Price is finally determined in the Final Post-Closing Statement, Purchaser shall pay (or Purchaser shall cause to be paid) to Parent (on behalf of Sellers) an amount equal to the difference (if any) between the Cash Purchase Price and the Estimated Cash Purchase Price by wire transfer of immediately available funds to the bank

accounts designated by Parent in writing. The amounts in this Section 2.6(i) shall be exclusive of any fees and expenses owed to the Accounting Firm by any Party pursuant to Section 2.6(h). If the Net Adjustment Amount is deemed to be zero (\$0), the Estimated Cash Purchase Price is the Cash Purchase Price.

This Section 2.6 shall be the sole and exclusive remedy of the Parties with respect to the determination of the Cash Purchase Price; provided, however, that in no event shall Purchaser or Parent be entitled to any duplicative recovery as a result of the rights and remedies afforded in this Agreement and the Transaction Agreements.

Section 2.7 Withholding. Notwithstanding anything in this Agreement to the contrary, Purchaser, Sellers, and any other Person required to make a payment with respect to the transactions contemplated by this Agreement shall be entitled to deduct and withhold from such payment such amounts as Purchaser, Sellers, or any other Person is required to deduct and withhold under applicable Tax Law; provided that Purchaser shall use commercially reasonable efforts to notify Sellers of any anticipated deduction or withholding at least five (5) Business Days prior to making the applicable payment. The Parties shall use commercially reasonable efforts to cooperate to mitigate or eliminate any such deduction or withholding to the maximum extent permitted by applicable Law. To the extent that amounts are so deducted and withheld and paid over to the appropriate Governmental Body, such amounts shall be treated for all purposes of this Agreement as having been paid to the Person in respect of which such deduction and withholding was made.

ARTICLE III REPRESENTATIONS AND WARRANTIES OF SELLERS

Except as (i) disclosed in any forms, statements or other documents filed with the Bankruptcy Court or (ii) set forth in the Schedules delivered by Sellers concurrently herewith and subject to Section 10.11, Sellers represent and warrant to Purchaser as of the Agreement Date as follows.

Section 3.1 Organization and Qualification. Each Seller is a corporation, limited liability company or limited partnership, as applicable, duly incorporated or organized, validly existing, and in good standing under the Laws of the jurisdiction of its incorporation or formation, except where the failure to be so incorporated, organized, existing or in good standing would not reasonably be expected to prevent or materially adversely affect the ability of any Seller to consummate the Transactions.

Section 3.2 Authorization of Agreement. The execution, delivery, and performance by each Seller of this Agreement and the other Transaction Agreements to which such Seller is a party, and the consummation by such Seller of the Transactions, subject to requisite Bankruptcy Court approvals being granted, have been duly authorized by all requisite corporate action, limited liability company action, or limited partnership action on the part of such Seller, as applicable, and no other organizational proceedings on such Seller's part are necessary to authorize the execution, delivery, and performance by such Seller of this Agreement or the other Transaction Agreements and the consummation by it of the Transactions. Subject to requisite Bankruptcy Court approvals being granted, this Agreement and the other Transaction Agreements to which each Seller is a party have been, or will be, duly executed and delivered by such Seller and, assuming due

authorization, execution and delivery of the Transaction Agreements by the other parties to such Transaction Agreements, constitutes, or will constitute, legal, valid and binding obligations of such Seller, enforceable against such Seller in accordance with its and their terms, except that such enforceability (a) may be limited by bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium and other similar Laws of general application affecting or relating to the enforcement of creditors' rights generally and (b) is subject to general principles of equity, whether considered in a proceeding at law or in equity (collectively, the "Enforceability Exceptions").

Section 3.3 Conflicts; Consents. Assuming that (a) requisite Bankruptcy Court approvals are obtained, (b) the notices, authorizations, approvals, Orders, Permits or Consents set forth on Schedule 3.3 are made, given, or obtained (as applicable), (c) the requirements of any applicable antitrust, competition, foreign direct investment or "FDI", or merger control Laws promulgated by any Governmental Body ("Foreign Competition Laws") are complied with, and (d) any filings required by any applicable federal or state securities or "blue sky" Laws are made, the execution and delivery by Sellers of this Agreement or the other Transaction Agreements, and the consummation by Sellers of the Transactions and the performance or compliance by Sellers with any of the terms or provisions of the Transaction Agreements, do not and will not (i) conflict with or violate any provision of any Seller's Organizational Documents, (ii) violate or constitute a breach of or default (with or without notice or lapse of time, or both) under or give rise to a right of termination, modification, or cancellation of any obligation or to the loss of any benefit, any of the terms or provisions of any Material Contract or accelerate any Seller's obligations under any such Material Contract, (iii) violate any Law or Order applicable to Sellers, or (iv) result in the creation of any Encumbrance (other than a Permitted Encumbrance) on any Acquired Assets, except, in the case of clauses (ii) through (iv), as would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

Section 3.4 Equity Interests of Acquired Entities.

(a) The authorized and outstanding Equity Interests of each of the Acquired Entities are as set forth on Schedule 3.4(a). All of the Equity Interests of the Acquired Entities have been duly authorized, validly issued, fully paid and are non-assessable (where such concepts are legally recognized in the jurisdictions of organization of such Acquired Entities). Except as set forth on Schedule 3.4(a), there are no Contracts, commitments, understandings, arrangements, or other obligations by which any of the Acquired Entities is bound to issue, deliver or sell, or cause to be issued, delivered or sold, Equity Interests, or that otherwise give any Person the right to receive any benefits or rights similar to any rights enjoyed by or accruing to the holders of shares of Equity Interests of any Acquired Entity (including any rights to receive any payment in respect, or based on the price or value, of such Equity Interests).

(b) None of Sellers or the Acquired Entities is a party to any shareholders' agreement, voting trust agreement, registration rights agreement or other similar agreement or understanding relating to any Equity Interests or any other agreement relating to the disposition, voting, or dividends with respect to any Equity Interests. Except as set forth on Schedule 3.4(a), Sellers own all of the outstanding Equity Interests of the Acquired Entities, free and clear of all Encumbrances (other than Permitted Encumbrances).

(c) Except as set forth on Schedule 3.4(c), there are no other corporations, limited liability companies, partnerships, joint ventures, associations or other entities or Persons in which the Acquired Entities own as of the Agreement Date, of record or beneficially, any Equity Interests or any right (contingent or otherwise) to acquire any Equity Interests.

Section 3.5 Financial Statements. Attached to Schedule 3.5 are the (i) audited consolidated financial statements of Sellers as of February 3, 2024 (the “Audited Financial Statements”) and (ii) the unaudited consolidated balance sheets of Sellers, as of and for the nine month period ended November 2, 2024 (the “Balance Sheet” and collectively with the Audited Financial Statements, the “Financial Statements”). The Financial Statements were prepared in accordance with GAAP, except as noted therein, and subject, in the case of the Balance Statements, to the absence of explanatory footnote disclosures, other presentation items, and normal recurring year-end adjustments (none of which are not material, individually or in the aggregate, to the Business).

Section 3.6 Title to Properties.

(a) As of immediately prior to Closing, one or more of Sellers or the Acquired Entities have, or will have, good and valid title to all of the Acquired Assets, free and clear of any and all free and clear of all Encumbrances (other than Permitted Encumbrances).

(b) As of immediately prior to Closing, one or more of Sellers or the Acquired Entities has a good and valid leasehold interest to the Acquired Leased Real Property, free and clear of all Encumbrances (other than Permitted Encumbrances).

(c) Except as set forth on Schedule 3.6(c) (and subject to entry of the Sale Order), with respect to each Acquired Lease (i) such Acquired Lease is legal, valid, binding, enforceable and in full force and effect; (ii) neither Sellers nor any of the Acquired Entities have currently subleased, licensed or otherwise granted any Person the right to use or occupy such Acquired Leased Real Property or any portion of such Acquired Leased Real Property; and (iii) none of the Acquired Leases, or any interest in any Acquired Lease, is collaterally assigned or subject to a security interest (except for Permitted Encumbrances).

Section 3.7 Contracts.

(a) Schedule 3.7(a) sets forth a list of each Material Contract, as of the Agreement Date. For purposes of this Agreement, “Material Contract” means any Contract to which any Sellers or Acquired Entity, excluding the Employee Benefit Plans and any Leases, is party that is material to the Business including and Contract that:

(i) relates to the formation, creation, governance, economics, or control of any joint venture, partnership or other similar arrangement with a third party (in each case, other than Contracts entered into in the Ordinary Course and Organizational Documents of any Seller or Acquired Entity);

(ii) relates to the acquisition or disposition of any business (whether by merger, sale of stock, sale of assets or otherwise) for aggregate consideration under such Contract in excess of \$1,000,000 (in each case, excluding acquisitions or dispositions,

supplies, merchandise, Inventory, products, Equipment, properties or other assets in the Ordinary Course, or of supplies, Inventory, merchandise, products, Equipment, properties or other assets that are obsolete, worn out, surplus or no longer used or useful in the conduct of the Business);

(iii) contains any provision (A) limiting, in any material respect, the right of Sellers or the Acquired Entities to engage in any business, make use of any Acquired Intellectual Property that is material to Sellers or the Acquired Entities, compete with any Person, or operate anywhere in the world, (B) granting any exclusivity right to any third party, or (C) containing a “most favored nation” provision in favor of any third party, in each case of clauses (A) through (C), other than (1) a Contract that can be terminated on 90 days’ notice or less without resulting in a breach or violation of, or any acceleration of any rights or obligations or the payment of any penalty under, such Contract, (2) Contracts entered into in the Ordinary Course granting exclusive rights to any Seller’s or any Acquired Entity’s services or containing “most favored nation” provisions with respect to certain of Seller’s and the Acquired Entity’s products or (3) any provision in any license agreements for Intellectual Property limiting Seller’s and the Acquired Entity’s use of such Intellectual Property to specified fields of use or specified territories; and

(iv) is a commitment or agreement to enter into any of the foregoing.

(b) Subject to requisite Bankruptcy Court and/or Canadian Court approvals, and assumption by the applicable Purchaser of the applicable Contract in accordance with applicable Law (including satisfaction by Purchaser of any applicable Cure Costs) and except (i) as a result of the commencement of the Bankruptcy Cases or the Canadian Proceedings, (ii) with respect to any Contract that has previously expired in accordance with its terms, been terminated, restated, or replaced, or (iii) as set forth in Schedule 3.7(b), (A) each Material Contract is valid and binding on the Seller or Acquired Entity that is a party thereto and, to the Knowledge of Sellers, each other party thereto, and is in full force and effect, except as such enforceability may be limited by the Enforceability Exceptions, (B) the applicable Seller or Acquired Entity, and, to the Knowledge of Sellers, any other party thereto, have performed all material obligations required to be performed by it under each Material Contract, (C) Sellers or Acquired Entities have received no written notice of the existence of any breach or default on the part of any Sellers and the Acquired Entities under any Material Contract, (D) there are no events or conditions that constitute, or, after notice or lapse of time or both, will constitute a default on the part of a Seller or Acquired Entity, or to the Knowledge of Sellers, any counterparty under such Material Contract and (E) to the Knowledge of Sellers, Sellers and the Acquired Entities have not received any written notice from any Person that such Person intends to terminate, or not renew, any Material Contract, except in each case of clauses (A) through (E), as would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

Section 3.8 No Litigation. Except as set forth on Schedule 3.8, there are no Actions pending or, to the Knowledge of Sellers, threatened against any of Sellers or the Acquired Entities that would reasonably be expected to (a) adversely affect any Seller’s performance of its obligations under this Agreement or the consummation of the Transactions or (b) be material to the Acquired Assets and Assumed Liabilities, taken as a whole.

Section 3.9 Permits; Compliance with Laws. (i) Each Seller and Acquired Entity is, and has been since January 1, 2024, in compliance in all material respects with all Laws and applicable Orders, and (ii) Sellers and the Acquired Entities hold all licenses, franchises, permits, certificates, approvals and authorizations from Governmental Bodies necessary for the lawful conduct of the Business as currently conducted, in each case, except as would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect (collectively, “Permits”). Each Seller and Acquired Entity and each of their respective directors, officers and employees acting in such capacity and, to the Knowledge of Sellers, each of its and their other agents acting on its or their behalf, is, and has been since January 1, 2024, in compliance in all material respects with the Foreign Corrupt Practices Act of 1977 and any rules and regulations promulgated thereunder.

Section 3.10 Intellectual Property.

(a) Except as would not reasonably be expected to be material to the Business, taken as a whole, Sellers and the Acquired Entities own all of the rights, title and interest in and to the Acquired Intellectual Property, free and clear of all Encumbrances (other than Permitted Encumbrances). Except as would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect, all of the Acquired Intellectual Property is subsisting, valid and enforceable.

(b) Except as would not reasonably be expected to be material to the Business, taken as a whole, (i) Sellers and the Acquired Entities own or have legally enforceable and sufficient rights to use all Intellectual Property necessary to the conduct of the Business as currently conducted by Sellers and the Acquired Entities free and clear of all Encumbrances (other than Permitted Encumbrances) and (ii) Sellers and the Acquired Entities have taken commercially reasonable steps to maintain the confidentiality of all material non-public Acquired Intellectual Property; provided that nothing in this Section 3.10(b) shall be interpreted or construed as a representation or warranty with respect to whether there is any infringement, misappropriation, or violation of any Intellectual Property, which is the subject of Section 3.10(d).

(c) Except as would not reasonably be expected to be material to the Business, taken as a whole, no Actions are pending or, to the Knowledge of Sellers, threatened against any Seller or Acquired Entity in a writing received by a Seller or Acquired Entity, and since January 1, 2024, Sellers and the Acquired Entities have not received any written notice or claim, (i) challenging the ownership, validity, enforceability or use by any Seller or Acquired Entity of any Intellectual Property owned by any such Seller or Acquired Entity or (ii) alleging that any Seller or Acquired Entity with respect to the Business is infringing, misappropriating or otherwise violating the Intellectual Property of any Person.

(d) Except as would not reasonably be expected to be material to the Business, taken as a whole, to the Knowledge of Sellers, since January 1, 2024, (i) no Person has infringed, misappropriated or otherwise violated the rights of Sellers or the Acquired Entities with respect to any Intellectual Property that is owned by Sellers or the Acquired Entities and (ii) the operation of the Business by Sellers and the Acquired Entities has not violated, misappropriated or infringed the Intellectual Property of any other Person.

(e) The consummation of the Transactions will not result in the grant of any right or license to any third party of any Intellectual Property that is owned by any Seller or Acquired Entity and is material to the Acquired Assets, the Assumed Liabilities, and the Business, taken as a whole.

Section 3.11 Data Privacy and Security.

(a) Except as would not reasonably be expected to be material to the Business, taken as a whole, each Seller and Acquired Entity are, and since January 1, 2024, have been, in compliance with all applicable data privacy Laws.

(b) Except as would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect, since January 1, 2024, there has been no unauthorized intrusions into the information technology systems owned by any Seller or Acquired Entity or breaches of security in which Personal Information in the possession of any Seller or Acquired Entity was exfiltrated without authorization, in each case, that would reasonably require Sellers to notify a Governmental Body under any applicable Law.

Section 3.12 Tax Matters. Except as would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect:

(a) All Tax Returns required to be filed with respect to the Acquired Assets or the Acquired Entities have been timely filed (taking into account any valid extensions of time within which to file) and all such Tax Returns are complete and accurate.

(b) All Taxes with respect to the Acquired Assets or the Acquired Entities that are due and payable have been timely paid or have been adequately reserved for in accordance with GAAP, except to the extent the nonpayment thereof is permitted or required by the Bankruptcy Code.

(c) There are no currently pending or threatened Actions with respect to Taxes or Tax Returns of or with respect to any Acquired Entity, Acquired Asset, or Assumed Liability.

(d) There are no Encumbrances for Taxes on any of the Acquired Assets or the assets of the Acquired Entities other than Permitted Encumbrances.

(e) None of Sellers or the Acquired Entities has waived any statute of limitations in respect of Taxes with respect to the Acquired Assets or the Acquired Entities or agreed to any extension of time with respect to an assessment or deficiency for Taxes with respect to the Acquired Assets or the Acquired Entities (other than customary extensions of time for filing Tax Returns), in each case, which waiver or extension would have effect after the Closing.

(f) Neither Sellers nor any Acquired Entity has participated in any “listed transaction” within the meaning of Treasury Regulations Section 1.6011-4(b)(2).

Notwithstanding anything in this Agreement to the contrary, the representations and warranties in this Section 3.12 and Section 3.13 (insofar as they relate to Taxes) shall constitute the sole representations and warranties in this Agreement with respect to Taxes and no representation or

warranty set forth in this Section 3.12 shall apply, directly or indirectly, with respect to any Seller Combined Tax Return. No representation or warranty is made with respect to the validity of any Tax position or the amount or availability of any Tax attribute in any Tax period (or portion thereof) following the Closing.

Section 3.13 Assumed Benefit Plans.

(a) With respect to each material Assumed Benefit Plan, Sellers shall make available to Purchaser copies, within thirty (30) days after the date hereof (to the extent applicable) of the current plan document or a written description of the material terms of such Assumed Benefit Plan, other than any document that any Seller is prohibited from making available to Purchaser as the result of applicable Law relating to the safeguarding of data privacy.

(b) There are no pending, or to the Knowledge of Sellers, threatened claims (other than routine claims for benefits) by, on behalf of or against any Assumed Benefit Plan that would reasonably be expected to result in any material Liability to Purchaser and no material audit or other proceeding by a Governmental Body is pending, or to the Knowledge of Sellers, threatened with respect to such Assumed Benefit Plan. The Assumed Benefit Plans comply in form and in operation in all material respects with their terms and applicable Laws, except as would not reasonably be expected to be material to the Acquired Assets, the Assumed Liabilities, and the Business, taken as a whole.

(c) None of Sellers or the Acquired Entities maintains, contributes to, or has any Liability with respect to any (i) pension plan that is subject to Title IV of ERISA or Section 412 of the Tax Code or (ii) “multiemployer plan” (as defined in Section 4001(a)(3) of ERISA).

(d) The consummation of the Transactions is not reasonably expected to (i) accelerate the time of payment or vesting, or materially increase the amount, of compensation due to any Business Employee under any Assumed Benefit Plan, (ii) cause a Seller or Acquired Entity to transfer or set aside any assets to fund any benefits under any Assumed Benefit Plan or (iii) result in any “disqualified individual” with respect to any Seller or Acquired Entity receiving any “excess parachute payment” (as each such term is defined in Section 280G of the Tax Code), determined without regard to any arrangements that may be implemented by, or at the direction of, Purchaser or any of its Affiliates.

Section 3.14 Employees.

(a) None of Sellers or the Acquired Entities is party to any collective bargaining agreements or similar labor-related Contracts with any labor union representing any Business Employees. Except as would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect, (i) there is no written demand from any labor union seeking recognition as the exclusive bargaining representative of any Business Employees by any Seller or Acquired Entity and (ii) there is no pending or, to the Knowledge of Sellers, threatened, strike, lockout, organized labor slowdown, or concerted work stoppage by any Business Employees.

(b) Sellers are in compliance with all applicable Laws respecting employment practices and labor, including those related to wages and hours, collective bargaining,

unemployment insurance, workers' compensation, immigration, harassment and discrimination, disability rights and benefits, affirmative action, and employee layoffs except where the failure to be in compliance would not reasonably be expected to result in a Material Adverse Effect.

(c) There is no Action pending or, to the Knowledge of Sellers, threatened in writing against any Seller or any Acquired Entity alleging a violation of any applicable labor or employment Law brought by any Business Employee before any Governmental Body, except for such Actions (or threatened Actions) that, if adversely determined, would not, individually or in the aggregate, reasonably be expected to result in a Material Adverse Effect.

Section 3.15 Brokers. Except for Houlihan Lokey (the "FA"), the fees and expenses of which will be paid by Sellers, no broker, investment banker, financial advisor or other Person is entitled to any broker's, finder's, financial advisor's or other similar fee or commission, or the reimbursement of expenses in connection therewith, in connection with the Transactions based upon arrangements made by or on behalf of Sellers.

Section 3.16 No Other Representations and Warranties. EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES CONTAINED IN THIS ARTICLE III (AS QUALIFIED, AMENDED, SUPPLEMENTED AND MODIFIED BY THE SCHEDULES), NEITHER A SELLER NOR ANY OTHER PERSON MAKES (AND PURCHASER IS NOT RELYING UPON) ANY OTHER EXPRESS OR IMPLIED REPRESENTATION OR WARRANTY WITH RESPECT TO SELLERS, THE BUSINESS, THE ACQUIRED ASSETS (INCLUDING THE VALUE, CONDITION OR USE OF ANY ACQUIRED ASSET), THE ASSUMED LIABILITIES OR THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT, AND SELLERS DISCLAIM ANY OTHER REPRESENTATIONS OR WARRANTIES, WHETHER MADE BY SELLERS, ANY AFFILIATE OF SELLERS OR ANY OF THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS OR REPRESENTATIVES. EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES CONTAINED IN THIS ARTICLE III (AS QUALIFIED, AMENDED, SUPPLEMENTED AND MODIFIED BY THE SCHEDULES), EACH SELLER (I) EXPRESSLY DISCLAIMS AND NEGATES ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AT COMMON LAW, BY STATUTE OR OTHERWISE, RELATING TO THE CONDITION OF THE ACQUIRED ASSETS (INCLUDING ANY IMPLIED OR EXPRESSED WARRANTY OF TITLE, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR OF THE PROBABLE SUCCESS OR PROFITABILITY OF THE OWNERSHIP, USE OR OPERATION OF THE BUSINESS OR THE ACQUIRED ASSETS BY PURCHASER AFTER THE CLOSING), AND (II) DISCLAIMS ALL LIABILITY AND RESPONSIBILITY FOR ANY REPRESENTATION, WARRANTY, PROJECTION, FORECAST, STATEMENT OR INFORMATION MADE, COMMUNICATED OR FURNISHED (ORALLY OR IN WRITING) TO PURCHASER OR ITS AFFILIATES OR ADVISORS (INCLUDING ANY OPINION, INFORMATION, PROJECTION OR ADVICE THAT MAY HAVE BEEN OR MAY BE PROVIDED TO PURCHASER BY ANY DIRECTOR, OFFICER, EMPLOYEE, AGENT, CONSULTANT OR ADVISOR OF ANY SELLER OR ANY OF THEIR AFFILIATES). THE DISCLOSURE OF ANY MATTER OR ITEM IN THE SCHEDULES SHALL NOT BE DEEMED TO CONSTITUTE AN ACKNOWLEDGMENT THAT ANY SUCH MATTER IS REQUIRED TO BE DISCLOSED OR IS MATERIAL OR THAT SUCH MATTER WOULD RESULT IN A MATERIAL ADVERSE EFFECT. PURCHASER HAS PERFORMED AN

INDEPENDENT INVESTIGATION, ANALYSIS, AND EVALUATION OF THE ACQUIRED ASSETS. THE PROVISIONS OF THIS SECTION 3.15 SHALL SURVIVE THE CLOSING OR EARLIER TERMINATION OF THIS AGREEMENT AND SHALL BE INCORPORATED INTO THE CLOSING DOCUMENTS TO BE DELIVERED AT CLOSING.

ARTICLE IV REPRESENTATIONS AND WARRANTIES OF PURCHASER

Purchaser represents and warrants to Sellers as of the Agreement Date as follows.

Section 4.1 Organization and Qualification. Purchaser is a limited liability company duly formed, validly existing and in good standing under the Laws of the State of Delaware and has all requisite power and authority necessary to carry on its business as it is now being conducted, except (other than with respect to Purchaser's due formation and valid existence) as would not, individually or in the aggregate, reasonably be expected to have a material adverse effect on Purchaser's ability to consummate the Transactions. Purchaser is duly licensed or qualified to do business and is in good standing (where such concept is recognized under applicable Law) in each jurisdiction in which the nature of the business conducted by it or the character or location of the properties and assets owned or used by it makes such licensing or qualification necessary, except where the failure to be so licensed, qualified or in good standing would not, individually or in the aggregate, reasonably be expected to prevent or adversely affect the ability of Purchaser to consummate the Transactions.

Section 4.2 Authorization of Agreement. Purchaser has all necessary power and authority to execute and deliver this Agreement and the Transaction Agreements and to perform its obligations hereof and to consummate the Transactions. The execution, delivery and performance by Purchaser of this Agreement, and the consummation by Purchaser of the Transactions, subject to requisite Bankruptcy Court approvals, have been duly 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 and performance by Purchaser of this Agreement and the consummation by it of the Transactions. This Agreement has been duly executed and delivered by Purchaser and, assuming due authorization, execution and delivery of this Agreement by the other Parties, constitutes a legal, valid and binding obligation of Purchaser, enforceable against Purchaser in accordance with its terms, except that such enforceability may be limited by the Enforceability Exceptions.

Section 4.3 Conflicts; Consents.

(a) Assuming that (i) the Sale Order, and all other requisite Bankruptcy Court approvals are obtained, (ii) the notices, authorizations, approvals, Orders, permits or Consents set forth on Schedule 4.3(a) are made, given or obtained (as applicable), and (iii) neither the execution and delivery by Purchaser of this Agreement, nor the consummation by Purchaser of the Transactions, nor performance or compliance by Purchaser with any of the terms or provisions of this Agreement, will (A) conflict with or violate any provision of Purchaser's Organizational Documents, (B) violate any Law or applicable Order, (C) violate or constitute a breach of or default (with or without notice or lapse of time, or both) under or give rise to a right of termination, modification, or cancelation of any obligation or to the loss of any benefit, any of the terms or

provisions of any loan or credit agreement or other material Contract to which Purchaser is a party or accelerate Purchaser's obligations under any such Contract, or (D) result in the creation of any Encumbrance (other than a Permitted Encumbrance) on any properties or assets of Purchaser or any of its Subsidiaries, except, in the case of clauses (A) through (D), as would not, individually or in the aggregate, reasonably be expected to prevent or adversely affect the ability of Purchaser to consummate the Transactions.

(b) Except as set forth on Schedule 1.1(a), 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, except 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 impair the ability of Purchaser to consummate the Transactions.

Section 4.4 Financing. Purchaser has, and 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, including the payment of the Purchase Price and all fees, expenses of, and other amounts required to be paid by, Purchaser in connection with Transactions and does not know of any circumstance or condition that could reasonably be expected to prevent or substantially delay the availability of such funds or otherwise impair such capability at the Closing and such other dates that such obligations and transactions are required to be satisfied pursuant to the terms hereof. Purchaser affirms that it is not a condition to Closing or to any of its obligations under this Agreement that Purchaser obtains financing for the Transactions. 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.

Section 4.5 Brokers. There is no investment banker, broker, finder, or other intermediary that 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.

Section 4.6 No Litigation. There are no Actions pending or, to Purchaser's knowledge, threatened against or affecting Purchaser that will or would reasonably be expected to adversely affect Purchaser's performance of its obligations under this Agreement or the consummation of the Transactions.

Section 4.7 Investment Representation; Investigation. Purchaser is acquiring the Equity Interests of the Acquired Entities for its own account with the present intention of holding such securities for investment purposes and not with a view to, or for sale in connection with, any distribution of such securities in violation of any federal or state securities Laws. Purchaser is an "accredited investor" within the meaning of Regulation D promulgated pursuant to the Securities Act. Purchaser is knowledgeable about the industries in which the Acquired Entities operate and is capable of evaluating the merits and risks of the Transactions and is able to bear the substantial economic risk of such investment for an indefinite period of time. Purchaser has been afforded full access to the books and records, facilities and personnel of the Acquired Entities for purposes of conducting a due diligence investigation and has conducted a full due diligence investigation of

the Acquired Entities and is satisfied with the access and materials made available to it in connection with such investigation and the scope and results of such investigation.

Section 4.8 Certain Arrangements. As of the Agreement Date, there are no Contracts, undertakings, commitments, agreements or obligations, whether written or oral, between any member of the Purchaser Group, on the one hand, and any member of the management of any Seller or its respective board of directors (or applicable governing body of any Affiliate of any Seller), any holder of equity or debt securities of any Seller, or any lender or creditor of any Seller or any Affiliate of any Seller, on the other hand, (a) relating in any way to the acquisition of the Acquired Assets or the Transactions or (b) that would be reasonably likely to prevent, restrict, impede or affect adversely the ability of any Seller or any of its Affiliates to entertain, negotiate or participate in any such Transactions.

Section 4.9 No Foreign Person. As of Closing, Purchaser will not be a “foreign person,” as defined in Section 721 of the U.S. Defense Production Act of 1950 or its implementing regulations.

Section 4.10 Solvency. Purchaser is, and immediately after giving effect to the Transactions each of Purchaser and the Acquired Entities shall be, solvent and at all times shall: (a) be able to pay its debts as they become due; (b) own property that has a fair saleable value greater than the amounts required to pay its debt (including a reasonable estimate of the amount of all contingent Liabilities) and (c) have adequate capital to carry on its business. No transfer of property is being made and no obligation is being incurred in connection with the Transactions with the intent to hinder, delay or defraud either present or future creditors of Purchaser or any of the Acquired Entities. In connection with the Transactions, Purchaser has not incurred, nor plans to incur, debts beyond its ability to pay as they become absolute and matured.

Section 4.11 WARN Act and Mass Layoffs. Purchaser does not currently plan or contemplate any plant closings, reduction in force, terminations of employees, or similar personnel actions impacting Transferred Employees that would trigger obligations under the WARN Act or similar Laws.

Section 4.12 No Competitive Assets. Neither Purchaser nor any of its “associates” or “affiliates” (each as defined in 16 CFR 801.1(d)) hold five percent (5%) or more of the economic interest, voting securities or non-corporate interests (as “hold,” “voting securities” and “non-corporate interest” are defined under 16 CFR 801) of any entity that competes with any of Sellers or the Acquired Entities to the extent that any such holdings would reasonably be expected to prevent or materially delay the expiration or termination of the waiting period under applicable Foreign Competition Laws in connection with the Transactions.

Section 4.13 No Additional Representations or Warranties. Except for the representations and warranties contained in this Article IV, Sellers acknowledge 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 Sellers by Purchaser.

ARTICLE V BANKRUPTCY COURT MATTERS

Section 5.1 Bankruptcy Actions.

(a) Within two (2) Business Days following the Agreement Date, Sellers shall file a notice with the Bankruptcy Court attaching the proposed form of Sale Order approving the execution, delivery, and performance of this Agreement by Sellers (including payment of the Expense Reimbursement pursuant to Section 8.2(b) or Breakup Fee pursuant to Section 8.2(c)), other than the performance of those obligations to be performed at or after the Closing, which Sale order shall be in form and substance acceptable to Purchaser. The foregoing notice shall be served in accordance with the Sale Order. Purchaser will promptly take such actions as are reasonably requested by any Seller to assist in obtaining Bankruptcy Court approval of the Sale Order.

(b) As soon as reasonably practicable following the Agreement Date, Sellers shall file a notice with the Canadian Court attaching the proposed form of Sale Order approving the execution, delivery, and performance of this Agreement by Sellers (including payment of the Expense Reimbursement pursuant to Section 8.2(b) or Breakup Fee pursuant to Section 8.2(c)), other than the performance of those obligations to be performed at or after the Closing, which Sale order shall be in form and substance acceptable to Purchaser. The foregoing notice shall be served in accordance with the Sale Order. Purchaser will promptly take such actions as are reasonably requested by any Seller to assist in obtaining Canadian Court approval of the Sale Order.

(c) Sellers, including through their representatives, are and may continue soliciting inquiries, proposals or offers from third parties in connection with any Alternative Transaction pursuant to the terms of the Sale Order. Sellers may modify the Sale Order pursuant to discussions with the United States Trustee assigned to the Bankruptcy Case, the Monitor appointed in the Canadian Proceedings, the Bankruptcy Court or Canadian Court, any creditor or committee representing a group of creditors in the Bankruptcy Case or the Canadian Proceedings, or any other party in interest, with such modifications being acceptable to Purchaser in its commercially reasonable discretion.

(d) From the Agreement Date until the earlier of (i) the termination of this Agreement in accordance with Article VIII and (ii) the Closing Date, the Parties shall use their respective commercially reasonable efforts to obtain entry by the Bankruptcy Court and the Canadian Court of the Sale Order.

(e) Purchaser shall promptly take all actions as are reasonably requested by Sellers to assist in obtaining the Bankruptcy Court's and the Canadian Court's entry of the Sale Order and any other Order reasonably necessary in connection with the Transactions as promptly as practicable, including furnishing affidavits, financial information, or other documents or information for filing with the Bankruptcy Court and/o the Canadian Court and making such employees and Advisors of Purchaser and its Affiliates available to testify before the Bankruptcy Court and/or the Canadian 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.

(f) Parent (on behalf of the Sellers) and Purchaser shall (i) appear formally or informally in the Bankruptcy Court and/or the Canadian Court if reasonably requested by the other Party or required by the Bankruptcy Court in connection with the Transactions and (ii) keep the other reasonably apprised of the status of material matters related to the Agreement, including, upon reasonable request promptly furnishing the other with copies of notices or other communications received by Sellers from the Bankruptcy Court and/or the Canadian Court with respect to the Transactions.

(g) If Purchaser is not the prevailing party at the conclusion of the Sale Hearing (as defined in the Sale Motion) (such prevailing party, the "Successful Bidder"), then, unless this Agreement is validly terminated by Purchaser pursuant to Section 8.1(h) (and without limiting such termination right), Purchaser may in its discretion agree to serve as a back-up bidder in its sole discretion.

(h) This Agreement and the sale of the Acquired Assets are subject to higher and better bids and Bankruptcy Court and Canadian Court approval. Purchaser acknowledges that Sellers must take reasonable steps to demonstrate that they have sought to obtain the highest or otherwise best price for the Acquired Assets, including giving notice to the creditors of Sellers and other interested parties, providing information about Sellers to prospective bidders, entertaining higher and better offers from such prospective bidders, and, in the event that additional qualified prospective bidders desire to bid for the Acquired Assets, conducting an Sale Hearing.

(i) Purchaser shall provide adequate assurance of future performance as required under Section 365 of the Bankruptcy Code and/or its equivalents under the CCAA for the Assigned Contracts. Purchaser will take all actions reasonably required to assist in obtaining a Bankruptcy Court and/or Canadian Court finding that there has been a sufficient demonstration of adequate assurance of future performance under the Assigned Contracts, such as furnishing affidavits, non-confidential financial information and other documents or information for filing with the Bankruptcy Court and/or Canadian Court and making Purchaser's Advisors available to testify before the Bankruptcy Court and/or Canadian Court.

(j) Nothing in this Section 5.1 shall prevent Sellers from modifying the Sale Order as necessary or appropriate to maximize value for Sellers' estate in accordance with Sellers' fiduciary obligations.

Section 5.2 Cure Costs. Subject to entry of the Sale Order, Purchaser shall, on or prior to the Closing (or, in the case of any Contract that is to be assigned following the Closing pursuant to Section 1.5, on or prior to the date of such assignment), pay the Cure Costs 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/or its equivalents under the CCAA and this Agreement.

Section 5.3 Sale Order. The Sale Order shall, among other things, (a) approve, pursuant to sections 105, 363 and 365 of the Bankruptcy Code, (i) the execution, delivery and performance

by Sellers of this Agreement, (ii) the sale of the Acquired Assets to Purchaser on the terms set forth in this Agreement and free and clear of all Encumbrances (other than Encumbrances included in the Assumed Liabilities and Permitted Encumbrances), and (iii) the performance by Sellers of their obligations under this Agreement, (b) authorize and empower Sellers to assume and assign to Purchaser the Assigned Contracts, (c) find that Purchaser is a “good faith” buyer within the meaning of Section 363(m) of the Bankruptcy Code, find that Purchaser is not a successor to any Seller, and grant Purchaser the protections of Section 363(m) of the Bankruptcy Code, (d) 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, (e) 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, and (f) find that Purchaser shall have no Liability for any Excluded Liability. Sellers shall seek substantially equivalent approvals and findings, as necessary and appropriate, pursuant to the Sale Order in the Canadian Proceedings.

Section 5.4 Approval. Sellers’ obligations under this Agreement and in connection with the Transactions are subject to entry of and, to the extent entered, the terms of any Orders of the Bankruptcy Court and/or the Canadian Court (including entry of the Sale Order). Nothing in this Agreement shall require Sellers or their respective Affiliates to give testimony to or submit a motion to the Bankruptcy Court or the Canadian Court that is untruthful or to violate any duty of candor or other fiduciary duty to the Bankruptcy Court, the Canadian Court, or its stakeholders.

ARTICLE VI COVENANTS AND AGREEMENTS

Section 6.1 Conduct of the Business of Sellers.

(a) Except (i) as required by applicable Law, Order or a Governmental Body, (ii) due to any limitations on operations imposed by the Bankruptcy Court or the Bankruptcy Code, the Canadian Court or the CCAA, or Sellers’ debtor-in-possession financing, use of cash collateral, the DIP Term Sheet (as defined in the Financing Orders) or any DIP Budget (as defined in the Financing Orders), as the case may be, (iii) as expressly contemplated, required or permitted by this Agreement or the Financing Orders, (iv) to the extent related to an Excluded Asset or an Excluded Liability, (v) as set forth on Schedule 6.1, during the period from the Agreement Date until the Closing, unless Purchaser otherwise consents in writing (such consent not to be unreasonably withheld, conditioned or delayed), (A) Sellers shall use their commercially reasonable efforts to carry on the Business in the Ordinary Course and to cause the Acquired Entities to carry on the Business in the Ordinary Course, in each case except as would not reasonably be expected to be material to the Acquired Assets, the Assumed Liabilities, and the Business and (B) subject to Section 2.2(b), Sellers shall use its reasonable best efforts to acquire \$24,100,000 of new Core Inventory in accordance with Sellers’ forecast inventory purchasing plan; provided, that upon Purchaser’s written consent, Sellers may allocate a portion of the foregoing commitment to pay vendor claims under Section 503(b)(9) of the Bankruptcy Code, in each case, taken as a whole; provided that no action by any Seller or Acquired Entity with respect

to matters specifically addressed by Section 6.1(b) shall be deemed to be a breach of this Section 6.1(a) unless such action would constitute a breach of Section 6.1(b).

(b) Except (i) as required by applicable Law, Order or a Governmental Body, (ii) due to any limitations on operations imposed by the Bankruptcy Court or the Bankruptcy Code, the Canadian Court or the CCAA, or Sellers' debtor-in-possession financing or use of cash collateral, the DIP Term Sheet or any DIP Budget, as the case may be, (iii) as expressly contemplated, required or permitted by this Agreement or the Financing Orders, (iv) to the extent related to an Excluded Asset or an Excluded Liability, or (v) as set forth on Schedule 6.1, during the period from the Agreement Date until the Closing, unless Purchaser otherwise consents in writing (such consent not to be unreasonably withheld, delayed or conditioned), Sellers shall not, and shall cause the Acquired Entities not to, take any of the following actions:

(i) other than transactions solely among Sellers and the Acquired Entities or pursuant to the terms of any Employee Benefit Plan, (A) issue, sell, encumber or grant any Equity Interests of the Acquired Entities; (B) redeem, purchase, or otherwise acquire any of the outstanding Equity Interests of the Acquired Entities, (C) establish a record date for, declare, set aside for payment or pay any dividend on, or make any other distribution in respect of, any Equity Interests of the Acquired Entities, or (D) split, combine, subdivide or reclassify any Equity Interests of the Acquired Entities;

(ii) (A) incur, assume or otherwise become liable for any indebtedness for borrowed money, issue or sell any debt securities or rights to acquire any debt securities of Sellers or the Acquired Entities, guarantee any such indebtedness or any debt securities of another Person or enter into any "keep well" or other agreement to maintain any financial statement condition of another Person (collectively, "Indebtedness"), except (1) for intercompany Indebtedness among Sellers and their Affiliates, (2) for letters of credit, bank guarantees, security or performance bonds or similar credit support instruments, overdraft facilities or cash management programs, in each case issued, made or entered into in the Ordinary Course, (3) for Indebtedness incurred under arrangements that are not secured by the Acquired Assets and that the Acquired Entities are not responsible for (whether as borrowers or guarantors), (4) for Indebtedness incurred under existing arrangements (including in respect of letters of credit), and (5) for Indebtedness incurred in connection with the refinancing of any Indebtedness existing on the Agreement Date or permitted to be incurred, assumed or otherwise entered into under this Agreement, in each case of this clause (A), other than Excluded Liabilities, (B) enter into any swap or hedging transaction or other derivative agreements other than in the Ordinary Course or (C) make any loans, capital contributions or advances to, or investments in, any Person other than (1) as permitted pursuant to Section 6.1(b)(v) or (2) in the Ordinary Course;

(iii) sell or lease to any Person, in a single transaction or series of related transactions, any of the Acquired Assets for consideration, individually or in the aggregate, in excess of \$25,000, except (A) Ordinary Course dispositions of Inventory and dispositions of obsolete, surplus or worn out assets or assets that are no longer used or useful in the conduct of the Business, (B) transfers among Sellers and the Acquired Entities, (C) leases or subleases of real property under which a Seller or Acquired Entity is a tenant or a subtenant and voluntary terminations or surrenders of such leases or subleases,

in each case following prior good faith consultation with Purchaser, and (D) other sales and leases in the Ordinary Course;

(iv) make or authorize capital expenditures, including for property, plant and Equipment, except for those (A) in connection with the repair or replacement of (x) facilities, properties or assets destroyed or damaged due to casualty or accident (whether or not covered by insurance) or (y) assets that are necessary to operate the Business in the Ordinary Course, (B) otherwise in an aggregate amount for all such capital expenditures made pursuant to this clause (B) not to exceed \$25,000 in the aggregate or (C) in accordance with the business plan or capital expenditure budget made available to Purchaser;

(v) except as permitted under Section 6.1(b)(iv), and except for acquisitions made with Purchaser's prior written consent, make any acquisition of, or investment in, any material properties, assets, securities or business (including by merger), except in the Ordinary Course (which shall include acquisitions of Inventory in the Ordinary Course with respect to the Go-Forward Stores);

(vi) except (A) in the Ordinary Course or (B) as permitted or required pursuant to the terms of any Employee Benefit Plan, (1) grant to any Business Employee any material increase in compensation (including bonus or long-term incentive opportunities), (2) hire any employee whose base salary exceeds \$50,000 per annum, (3) establish, adopt, enter into, materially amend or terminate any material Assumed Benefit Plan or (4) take any action to accelerate any rights or benefits of any Business Employee under any Assumed Benefit Plan; provided that the foregoing shall not restrict any Seller from (x) entering into or making available, to newly hired employees or to employees in the context of promotions based on job performance or workplace requirements, in each case, in the Ordinary Course, plans, agreements, benefits and compensation arrangements (including incentive grants) in a manner consistent with the past practice of making compensation and benefits available to newly hired or promoted employees in similar positions or (y) taking any action or establishing any Employee Benefit Plan or other compensation or benefit plan that is not targeted at Business Employees or that will not result in Purchaser bearing Liability therefor after the Closing;

(vii) make any material changes in financial accounting methods, principles or practices materially affecting the consolidated assets, Assumed Liabilities or results of operations of Sellers and the Acquired Entities, except insofar as may be required (A) by GAAP (or any interpretation of GAAP), (B) by any applicable Law or (C) by any Governmental Body or quasi-governmental authority (including the Financial Accounting Standards Board or any similar organization);

(viii) grant any Encumbrance (other than Permitted Encumbrances) on any of its material Acquired Assets other than to secure Indebtedness and other obligations that are in existence at the Agreement Date (and required to be so secured by their terms);

(ix) settle any pending or threatened Action against any Seller or Acquired Entity that would result in an Assumed Liability in an amount in excess of \$25,000;

(x) sell or license to any Person, in a single transaction or series of related transactions, any of the material Acquired Intellectual Property, except for non-exclusive licenses granted in the Ordinary Course or the expiration of registered Intellectual Property at the end of its statutory term;

(xi) subject to Section 2.2(b) and Section 6.1(a), (A) purchase any new Inventory, (B) conduct liquidation sales of any goods on consignment or any Core Inventory, (C) replenish any Inventory in any Phase I Closing Stores or (D) replenish Inventory in any Go-Forward Stores other than Ordinary Course replenishments of Inventory on hand as of the Agreement Date; or

(xii) commit or agree to take any of the foregoing actions.

(c) Nothing contained in this Agreement is intended to give Purchaser or its Affiliates, directly or indirectly, the right to control or direct the Business (or the other business of Sellers and their Affiliates) prior to the Closing, and nothing contained in this Agreement is intended to give any Seller, directly or indirectly, the right to control or direct Purchaser's or its Subsidiaries' operations. Prior to the Closing, each of Purchaser and Sellers shall exercise, consistent with the terms and conditions of this Agreement, complete control and supervision over its and its Subsidiaries' respective operations.

Section 6.2 Access to Information.

(a) From the Agreement Date until the Closing, Sellers will provide Purchaser and its authorized Advisors with reasonable access and upon reasonable advance notice and during regular business hours (and in accordance with the reasonable procedures established by Sellers) to the books and records of Sellers and the Acquired Entities to the extent required in order to consummate the Transactions; provided that (i) such access does not unreasonably interfere with the normal operations of any Seller or Acquired Entity, (ii) such access will occur in such a manner as Sellers reasonably determine to be appropriate to protect the confidentiality of the Transactions and such books and records, (iii) all requests for access will be directed to the FA or such other Person(s) as the FA may designate in writing from time to time, (iv) Sellers and the Acquired Entities are not obligated to disclose, and may redact or remove, any information that is not related to the Business, and (v) nothing in this Agreement will require Sellers or any Acquired Entity to provide access to, or to disclose any information to, Purchaser if such access or disclosure (A) would cause significant competitive harm to any Seller or any Acquired Entity if the Transactions are not consummated, (B) would require any Seller or the Acquired Entities to disclose any information regarding the Affiliates of any Seller (other than any Seller or Acquired Entity), (C) would reasonably be expected to adversely affect any legal privilege, (D) would be in violation of applicable Laws (including the Foreign Competition Laws) or the provisions of any agreement to which any Seller or Acquired Entity is bound or (E) would violate any fiduciary duty. Nothing in this Agreement will permit Purchaser or its Advisors to conduct any sampling or testing of environmental media or any other invasive investigation or assessment at any Acquired Leased

Real Property other property of the Acquired Entities, including of the type commonly known as a Phase II environmental site assessment.

(b) The information provided pursuant to this Section 6.2 will be used solely for the purpose of consummating the Transactions and will be governed by the terms and conditions of the Confidentiality Agreement, which Confidentiality Agreement shall not terminate upon the execution of this Agreement notwithstanding anything to the contrary in the Confidentiality Agreement. Purchaser will, and will cause its Advisors to, abide by the terms of the Confidentiality Agreement with respect to such access and any information furnished to Purchaser or any of its Advisors. Sellers and their Affiliates make no 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) For a period of three (3) years following the Closing Date (or, if later, through the closing of the Bankruptcy Cases and dissolution of Sellers and their controlled Affiliates), Purchaser will provide 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, and other documents (but excluding any books and records with respect to Taxes or Tax matters, which shall be governed by Section 9.3) (for the purpose of examining and copying) relating to the Acquired Assets, the Acquired Entities, the Excluded Assets, the Assumed Liabilities, or the Excluded 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 Advisors, offices and properties of Purchaser (including for the purpose of better understanding the books and records). Unless otherwise consented to in writing by Sellers, Purchaser will not, during such period, destroy, alter, or otherwise dispose of any of such books and records without first offering to surrender to Sellers such books and records that Purchaser may intend to destroy, alter, or dispose of. From and after the Closing, Purchaser will, and will cause its employees to, provide Sellers with reasonable assistance, support and cooperation with Sellers' wind-down and related activities (*e.g.*, helping to locate Documents or information related to preparation of Tax Returns, reconciliation of claims in the Bankruptcy Case and other Liabilities, and processing of insurance/benefit claims).

(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, licensee, licensor, distributor, noteholder or other material business relation of any Seller prior to the Closing with respect to any Seller, the Business, or the Transactions, without the prior written consent of such Seller for each such contact.

Section 6.3 Employee Matters.

(a) At or prior to Closing, Purchaser shall, in its discretion, extend to certain Business Employees employed by Sellers (i) who are not employed by an Acquired Entity; and (ii) whose work either primarily relates to the Acquired Leased Real Property or primarily relates to the revenue channels of the Business (each an "Offer Employee"), a written offer of employment on the terms set forth in this Section 6.3 ("Transfer Offer"), and that, if accepted, shall become effective immediately after the Closing. Business Employees who are employed by an Acquired

Entity as of the Closing Date (each an “Acquired Entity Employee”) or who accept such Transfer Offers and begin employment with Purchaser or an Affiliate of Purchaser, and Business Employees employed by the Acquired Entities as of the Closing Date, shall be collectively referred to as “Transferred Employees.” Purchaser shall notify Sellers in a reasonable timeframe (but in any event within three Business Days of receiving a response from the applicable Offer Employee) with respect to whether each such offer has been accepted or rejected. Nothing in this Agreement shall be construed as a representation or guarantee by any Seller or any of their respective Affiliates that any or all Offer Employees employed by Sellers will accept a Transfer Offer, or that any Transferred Employee will continue in employment with Purchaser following the Closing for any period of time. Purchaser shall carry out all necessary actions to effect the timely employment by it of each Offer Employee who has accepted a Transfer Offer, and the continuation of employment of all Business Employees employed by the Acquired Entities, on the Closing Date. Effective as of the Closing, each Transferred Employee previously employed by Sellers shall cease to be an employee of each Seller.

(b) Purchaser shall provide each Transferred Employee, or cause each Transferred Employee to be provided, with a base compensation or wage rate, as applicable, that is no less than that provided to such Transferred Employee as of immediately prior to the Closing. For purposes of eligibility, vesting and determining level of benefits under the benefit plans and programs maintained by Purchaser or any of its Affiliates after the Closing Date (the “Purchaser Plans”), each Transferred Employee shall be credited with his or her years of service with Sellers (and any of its predecessors) before the Closing Date, except to the extent such credit would result in a duplication of benefits.

(c) At the Closing, Transferred Employees (and their eligible dependents and beneficiaries) shall cease active participation in the Employee Benefit Plans that are not Assumed Benefit Plans. Further, (i) each Transferred Employee shall be immediately eligible to participate, without any waiting time, in any and all Purchaser Plans; (ii) for purposes of each Purchaser Plan providing health or welfare benefits, Purchaser shall cause all pre-existing condition exclusions and actively-at-work requirements of such Purchaser Plan to be waived for such Transferred Employee and their covered dependents (unless such exclusions or requirements were applicable under comparable Employee Benefit Plans); and (iii) Purchaser shall use commercially reasonable efforts to cause any co-payments, deductible and other eligible expenses incurred by such Transferred Employee or his or her covered dependents during the plan year in which the Closing Date occurs to be credited for purposes of satisfying all deductible, coinsurance, and maximum out-of-pocket requirements applicable to such Transferred Employee and their covered dependents for the applicable plan year of each comparable Purchaser Plan.

(d) Purchaser shall be solely responsible for paying, providing, and satisfying when due all compensation (including salary, wages, commissions, bonuses, incentive compensation, overtime, premium pay and shift differentials), vacation, personal days, sick pay and other paid time off, benefits and benefit claims, severance and termination pay, notice, and benefits (including any employer Taxes or other payments related thereto), in each case, to the extent, accruing, incurred or arising as a result of employment or separation from employment with Purchaser on or after the Closing Date with respect to Transferred Employees. For the avoidance of doubt, (i) all Liabilities relating to the employment with, termination of employment with, application for employment with or any other employment or labor-related Liabilities with

respect to current and former employees of any of the Acquired Entities shall continue to be Liabilities of such Acquired Entity and (ii) all Liabilities relating to the employment with, termination of employment with, application for employment with or any other employment or labor-related Liabilities with respect to any Business Employees who do not become Transferred Employees shall be Excluded Liabilities and continue to be Liabilities of the applicable Seller.

(e) The provisions of this Section 6.3 are for the sole benefit of the Parties and nothing in this Agreement, express or implied, is intended or shall be construed to confer upon or give any Person (including any employees of Sellers or Acquired Entities 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 in this Agreement, express or implied: (i) shall be construed to establish, amend, or modify any benefit plan, program, agreement or arrangement; (ii) shall, subject to compliance with the other provisions of this Section 6.3, alter or limit Purchaser's or 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.

(f) Purchaser will, or will cause its Affiliates to, provide any required notice under the Worker Adjustment and Retraining Notification Act of 1988 or any similar Laws ("WARN Act") and to otherwise comply with the WARN Act with respect to any "plant closing" or "mass layoff" or group termination or similar event under the WARN Act affecting Transferred Employees and occurring after the Closing. Purchaser will not, and will cause its Affiliates not to, take any action on or after the Closing Date that would result in an employment loss or layoff for a sufficient number of Transferred Employees in Hawaii, New Jersey, and Illinois, if aggregated with any such conduct on the part of Sellers prior to the Closing Date, would trigger the WARN Act.

(g) For any Transferred Employees of Sellers who are principally based outside the United States, the provisions of this Section 6.3 shall apply to such employees *mutatis mutandis* to the maximum extent permitted by applicable Law.

(h) At the Closing, Sellers shall provide a list that sets forth the name, site of employment, and employment loss date of any employee who suffered an "employment loss" (including as a result of a furlough or reduction in hours) under the WARN Act within the ninety (90) days immediately preceding the Closing Date.

Section 6.4 Regulatory Approvals.

(a) Subject to Section 6.5, Sellers will (i) cooperate with Purchaser in exchanging such information and providing such assistance as Purchaser may reasonably request in connection with any filings made by the Purchaser Group pursuant to Section 6.4(b), and (ii) (A) supply promptly any additional information and documentary material that may be requested in connection with the filings made pursuant to this Section 6.4(a) or Section 6.4(b) and (B) use reasonable best efforts to take all actions necessary to obtain all required clearances in connection with such filings.

(b) Subject to Section 6.5, 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, if any, (ii) cooperate with Sellers in exchanging such information and providing such assistance as Sellers may reasonably request in connection with any filings made by a Seller pursuant to Section 6.4(a), and (iii) (A) supply promptly any additional information and documentary material that may be requested in connection with the filings made pursuant to this Section 6.4(b) or Section 6.4(a) and (B) use reasonable best efforts to take all actions necessary to obtain all required clearances.

Section 6.5 Antitrust Notification.

(a) Parent (on behalf of the Sellers) and Purchaser will (and will cause their respective Affiliates, if applicable, to), as promptly as practicable make all notifications, filings, registrations or other materials required or necessary under the Foreign Competition Laws or other Laws set forth on Schedule 7.1(a). Parent (on behalf of the Sellers) and Purchaser shall (and shall cause their respective Affiliates to) furnish to each other's counsel such necessary information and reasonable assistance as the other may request in connection with its preparation of any filing or submission that is necessary under the Foreign Competition Laws or such other Laws, and will respond to any requests made for any supplemental information by any Governmental Body as promptly as practicable. Parent (on behalf of the Sellers) and Purchaser shall not extend any waiting period or enter into any agreement or understanding with any Governmental Body without the prior written consent of the other; provided that such consent shall not be unreasonably withheld, conditioned, or delayed. Purchaser will use all reasonable best efforts to comply as promptly as practicable with any requests made for additional information in connection with such filings. Purchaser will be solely responsible for payment of all filing fees payable in connection with such filings.

(b) Subject to the immediately following sentence, Parent (on behalf of the Sellers) and Purchaser will use their reasonable best efforts to obtain as promptly as practicable (and in any event prior to the Outside Date) any clearances, waiting period expirations or terminations, non-actions, or other Consents required under state transaction notification or similar Laws, or such Foreign Competition Laws for the Transactions and will keep each other apprised of the status of any communications with, and any inquiries or requests for additional information from, any Governmental Body and will comply promptly with any such inquiry or request. Purchaser will take, and will cause its Affiliates to take, any and all steps necessary to avoid or eliminate each and every impediment under any Law that may be asserted by any Governmental Body or any other Person so as to enable the Parties to expeditiously consummate the Transactions, including (i) opposing at Purchaser's cost and expense any motion or Action for a temporary, preliminary or permanent Order against, or preventing or delaying, the consummation of the Transactions, and exhausting all avenues of appeal, including appealing properly any adverse decision or Order by any Governmental Body, (ii) entering into a consent decree, consent agreement, settlement, or other agreement or arrangement (including any customary ancillary agreements) containing Purchaser's agreement to hold separate, license, sell, transfer, dispose of, or divest (pursuant to such terms as may be required by any Governmental Body) such assets (whether tangible or intangible), rights, properties, products, or businesses of Purchaser and its Affiliates and any Acquired Assets, (iii) agreeing to the termination, modification, or assignment

of existing relationships, joint ventures, Contracts, or obligations of Purchaser and its Affiliates and (iv) agreeing to such limitations on conduct or actions of members of Purchaser and its Affiliates after the Closing as may be required in order to obtain satisfaction of the conditions set forth in Section 7.1(a) prior to the Outside Date, in each case, so as to allow the consummation of the Transactions as soon as practicable and, in any event, prior to the Outside Date.

(c) Without limiting this Section 6.5(c), the Parties will instruct their respective counsel to cooperate with each other and will use reasonable best efforts to facilitate and expedite obtaining any clearances, waiting period expirations or terminations, non-actions, or other Consents under state transaction notification or similar Laws, or Foreign Competition Laws at the earliest practicable dates and, in any event, prior to the Outside Date. Such reasonable best efforts and cooperation shall include each Party and its respective counsel undertaking to (i) promptly notify the other Party or its counsel of, and, if in writing, furnish such other Party or its counsel with copies of (or, in the case of oral communications, advise such other Party or its counsel of the contents of), any communication received by such Person from a Governmental Body in connection with the filings made pursuant to this Section 6.5 and (ii) keep the other Party or its counsel informed with respect to the status of any applicable submissions and filings to any Governmental Body in connection with this Agreement and the Transactions and any developments, meetings or discussions with any Governmental Body in respect such submissions and filings, including with respect to (A) the receipt of any non-action, action, clearance, Consent, approval, waiver, or other authorizations, (B) the expiration or termination of any waiting period, (C) the commencement or proposed or threatened commencement of any investigation, litigation or administrative or judicial Action or proceeding under applicable Laws, including any proceeding initiated by a private party, and (D) the nature and status of any objections raised or proposed or threatened to be raised by any Governmental Body with respect to this Agreement and the Transactions. Neither Parent (on behalf of the Sellers) nor Purchaser will participate in any meeting or discussion with any Governmental Body with respect of any such filings, applications, investigation or other inquiry relating to the Transactions without giving the other Party reasonable prior notice of the meeting or discussion and, to the extent permitted by the relevant Governmental Body, the opportunity to attend and participate in such meeting or discussion, unless prohibited by such Governmental Body. Parent (on behalf of the Sellers) will have the right to review and approve the content of any draft notifications, formal notifications, filing, submission or other written communication (and any analyses, memoranda, presentations, white papers, correspondence or other written materials submitted therewith) to be submitted to any Governmental Body in advance of any such submission. With respect to any non-public information provided by a Party to the other under this Section 6.5, each Party may (1) designate such material as restricted to “outside counsel only” and any such material shall not be shared with employees, officers or directors or their equivalents of the receiving Party without approval of the disclosing Party and (2) make appropriately limited redactions necessary to satisfy contractual confidentiality obligations, preserve attorney-client privilege or protect material relating to the valuation of the Acquired Assets.

(d) Purchaser will not, and will not permit any member of the Purchaser Group or their respective Affiliates to, engage in any action or enter into any transaction or permit any action to be taken or transaction to be entered into that would reasonably be expected to (i) impose any delay in the obtaining of, or increase the risk of not obtaining, any clearances, Consents, approvals, waivers, actions, waiting period expirations or terminations, non-actions or other

authorizations under the Foreign Competition Laws from any Governmental Body necessary to consummate the Transactions, (ii) increase the risk of any Governmental Body entering an Order preventing, delaying, or prohibiting the consummation of the Transactions or (iii) delay the consummation of the Transactions.

Section 6.6 Reasonable Efforts; Cooperation.

(a) Subject to the other terms of this Agreement, including any provisions with an express different standard regarding actions to be taken in this Agreement, each Party shall, and shall cause its Advisors to, use its reasonable best efforts to perform its obligations hereunder and to take, or cause to be taken, and to do, or cause to be done, all things necessary, proper, or advisable to cause the Transactions 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 in this Agreement in all cases, taking into account of the Bankruptcy Cases. The “reasonable best efforts” of Sellers will not require any Seller or any of its 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 Sellers pursuant to this Agreement, including this Section 6.6, shall be subject to any Orders entered, or approvals or authorizations granted or required, by or under the Bankruptcy Court or the Bankruptcy Code, Sellers’ debtor-in-possession financing or use of cash collateral, as the case may be, and Sellers’ obligations as debtors in possession to comply with any Order of the Bankruptcy Court, and Sellers’ duty to seek and obtain the highest or otherwise best price for the Acquired Assets as required by the Bankruptcy Code.

Section 6.7 Further Assurances. 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 to evidence and effectuate the Transactions in accordance with the terms of this Agreement.

Section 6.8 Insurance Matters. Upon Closing, all nontransferable insurance coverage provided in relation to any Seller and the Acquired Assets that is maintained by such Seller or its Affiliates (whether such policies are maintained with third party insurers or with any Seller or its Affiliates) shall cease to provide any coverage with respect to the Business, the Acquired Assets, and the Assumed Liabilities, and no further coverage shall be available to Purchaser with respect to the Business, the Acquired Assets, or the Assumed Liabilities under any such policies. From and after the Closing, Purchaser shall have the right to make claims and to receive proceeds from such claims with respect to any matter solely to the extent related to the Acquired Assets or Assumed Liabilities for periods prior to the Closing, and Sellers shall use reasonable best efforts to seek recovery or allow Purchaser to seek recovery under the applicable occurrence-based insurance policies, and Seller shall cooperate with Purchaser’s reasonable requests if it seeks recovery, with respect to such matters and shall remit (or, at Purchaser’s request, direct any such insurer to pay directly to Purchaser) any insurance proceeds actually obtained with respect to such

claims (net of Sellers' reasonable and documented out-of-pocket costs and expenses of seeking recovery, to the extent not otherwise paid or reimbursed by Purchaser) to Purchaser or its designee.

Section 6.9 Receipt of Misdirected Assets; Liabilities.

(a) From and after the Closing, if any Seller or any of its respective Affiliates receives any right, property or asset that is an Acquired Asset, the applicable Seller shall promptly transfer or cause such of its Affiliates to transfer such right, property or asset (and shall promptly endorse and deliver any such asset that is received in the form of cash, checks or similar documents) to Purchaser, and such asset will be deemed the property of Purchaser held in trust by such Seller for Purchaser until so transferred. From and after the Closing, if Purchaser or any of its Affiliates receives any right, property or asset that is an Excluded Asset, Purchaser shall promptly transfer or cause such of its Affiliates to transfer such asset (and shall promptly endorse and deliver any such right, property or asset that is received in the form of cash, checks, or similar documents) to the applicable Seller, and such asset will be deemed the property of such Seller held in trust by Purchaser for such Seller until so transferred.

(b) From and after the Closing, if any Seller or any of such Seller's Affiliates is subject to a Liability that should belong to Purchaser or its Affiliates pursuant to the terms of this Agreement, such Seller shall promptly transfer or cause such of its Affiliates to transfer such Liability to Purchaser, and Purchaser shall assume and accept such Liability. From and after the Closing, if Purchaser or any of its Affiliates is subject to a Liability that should belong to a Seller or its Affiliates pursuant to the terms of this Agreement, Purchaser shall promptly transfer or cause such of its Affiliates to transfer such Liability to the applicable Seller or its Affiliates, and such Seller or its Affiliates shall assume and accept such Liability.

(c) If, on or after the Closing, if Purchaser receive any payments or other funds due to or belonging to the Sellers pursuant to the terms of this Agreement or any Transaction Agreements, including any credit card reserves of the Sellers, then Purchaser shall, within five (5) Business Days after receipt of such funds, forward such funds to Parent. The Parties acknowledge and agree there is no right of offset regarding such payments and a Party may not withhold funds received from third parties for the account of the other Party in the event there is a dispute regarding any other issue under this Agreement or any of the Transaction Agreements.

Section 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 (including its financial condition, results of operations, assets, Liabilities, properties, Contracts, environmental, health or safety conditions and compliance, employee matters, regulatory compliance, business risks, and prospects), the Acquired Assets, and the Assumed Liabilities.

(b) Purchaser acknowledges and agrees, on its own behalf and on behalf of the Purchaser Group, that, in making its determination to execute this Agreement and proceed with the Transactions, Purchaser and the Purchaser Group have relied, are relying, and will rely solely on the Express Representations and have not relied on, are not relying on, and will not rely on any

information, statements, disclosures, documents, projections, forecasts or other material made available or provided by any Person (including in any presentations or other materials prepared by the FA (the “Information Presentation”) or in that certain Project Carat datasite administered by Datasite, (the “Dataroom”) or elsewhere) to Purchaser or any of its Affiliates or Advisors, or the Projections or any other information, statements, disclosures or materials, in each case, whether written or oral, made or provided by or on behalf of any Seller or any other Seller Party, or any failure of any of the foregoing to disclose or contain any information, in all cases, except for the representations and warranties expressly contained in Article III (as qualified by the Schedules and in accordance with the express terms and conditions (including limitations and exclusions) of this Agreement) or the certificate delivered pursuant to Section 2.4(f) (the “Express Representations”) (it being understood that Purchaser and the Purchaser Group have relied only on such Express Representations).

(c) 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 and (ii) 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 Dataroom, Information Presentation, Projections, meetings, calls or correspondence with management of any Seller, any of the Seller Parties or any other Person on behalf of any Seller or any of the Seller Parties 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, environmental, health or safety conditions and compliance, employee matters, regulatory compliance, business risks and prospects of the Business, or the quality, quantity or condition of any of the Acquired Assets or any assets or Liabilities of the Acquired Entities, are, in each case, specifically disclaimed by each Seller, on its behalf and on behalf of the Seller Parties. Purchaser, on its own behalf and on behalf of the Purchaser Group: (1) disclaims reliance on the items in clause (ii) in the immediately preceding sentence; and (2) acknowledges and agrees that it has relied on, is relying on and will rely on only the Express Representations.

(d) Without limiting the generality of the foregoing, Purchaser acknowledges and agrees, on its own behalf and on behalf of the Purchaser Group, that neither Sellers, 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 waives, 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, (x) any potentially material information regarding any Seller or any Acquired Entity or any of their respective assets (including the Acquired Assets), Liabilities (including the Assumed Liabilities) or operations and (y) 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 any Seller’s or any Acquired Entity’s business (including the Business), operations, assets, Liabilities, Contracts, environmental, health or safety conditions and compliance, employee matters, regulatory compliance, business risks and prospects, except, in each case, solely to the extent expressly set forth in the Express Representations.

(e) Without limiting the generality of the foregoing, in connection with the investigation by the Purchaser Group, 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 any Seller or other Seller Parties, 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 Sellers, (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). Purchaser further acknowledges that neither Parent, Seller nor any Seller Parties make any representations or warranties with respect to the Projections.

(f) Purchaser acknowledges and agrees, on its own behalf and on behalf of the Purchaser Group, that it will not assert, institute, or maintain, and will cause each member of the Purchaser Group not to assert, institute or maintain, any Action that makes any claim contrary to the agreements and covenants set forth in this Section 6.10.

(g) 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 to the maximum extent permitted by applicable Law and (ii) are an integral part of the Transactions and that, without these agreements set forth in this Section 6.10, Seller would not enter into this Agreement.

Section 6.11 Directors’ and Officers’ Indemnification.

(a) Following the Closing until the sixth (6th) anniversary of the Closing, Purchaser shall (a) cause the Acquired Entities not to amend, repeal, or otherwise modify the Acquired Entities’ Organizational Documents as in effect at the Closing, in any manner that would adversely affect the rights of individuals who are or were directors or officers of the Acquired Entities (the “Indemnified Persons”) and (b) cause the Acquired Entities to honor and pay, the indemnification, advancement of expenses and exculpation provisions of each of the Acquired Entities’ Organizational Documents as in effect at the Closing, in any manner; provided that all rights to indemnification in respect of any Action pending or asserted or any claim made within such period shall continue until the disposition of such Action or resolution of such claim. Purchaser shall not cancel or otherwise reduce coverage under any “tail” insurance policies purchased by the Acquired Entities prior to the Closing; provided that no payments shall be required of the Acquired Entities or the Purchaser Group with respect to such policies after the Closing.

(b) This Section 6.11 is intended to be for the benefit of each of the Indemnified Persons and may be enforced by any such Indemnified Person as if such Indemnified Person were a party to this Agreement. The obligations of Purchaser under this Section 6.11 will not be terminated or modified in such a manner as to adversely affect any Person to whom this Section 6.11 applies without the consent of such affected Person.

Section 6.12 Seller Support Obligations

(a) Parent and its Affiliates may have entered into various arrangements (a) in which guarantees, letters of credit, sureties, bonds, or similar arrangements were issued by Parent or its Affiliates and (b) in which Parent or its Affiliates are the primary obligors on other Contracts, in any such case to support or facilitate the Business. The arrangements entered into by Parent and its Affiliates referred to in the foregoing clauses (a) and (b) that are set forth in Schedule 6.12(a) are referred to as the “Seller Support Obligations”. The Seller Support Obligations are not intended to continue after the Closing.

(b) Purchaser shall use its reasonable best efforts to obtain replacements for the Seller Support Obligations (which shall include the full and unconditional release of Parent and its Affiliates) that will be in effect at the Closing or, in the case of Seller Support Obligations described in clause (b) of Section 6.12(a) above, will use its commercially reasonable efforts to arrange for itself or one of its Subsidiaries to be substituted as the primary obligor as of the Closing through an assumption, accession, acknowledgement, or similar agreement (which shall include the full and unconditional release of Parent and its Affiliates) with the beneficiary of the applicable Seller Support Obligation.

(c) Whether or not Purchaser is able to satisfy the terms of Section 6.12(b), (i) the obligations of Purchaser in Section 6.12(b) shall continue following the Closing until such terms have been satisfied and (ii) Purchaser shall indemnify Sellers and their respective Affiliates and each of their respective officers, directors, employees, agents and representatives from and against any and all Liabilities incurred by any of them relating to the Seller Support Obligations. With respect to any Seller Support Obligation, Purchaser’s reasonable best efforts shall include, if requested, the execution and delivery by Purchaser, or by an Affiliate of Purchaser acceptable to the beneficiary of such Seller Support Obligation, of a replacement guarantee that is substantially in the form of such Seller Support Obligation. All costs and expenses incurred in connection with providing the release or substitution of the Seller Support Obligations shall be borne by Purchaser.

Section 6.13 EU IP Licenses. Prior to Closing, upon request by Seller or by any acquirer of all or a portion of the Sellers’ business in the European Union or in the United Kingdom (each, an “EU Acquirer”), Purchaser shall (and shall cause its Affiliates to) negotiate in good faith and enter into a license or similar grant of rights to such EU Acquirer(s) on commercially reasonable terms for the use of the Acquired Intellectual Property in the European Union or in the United Kingdom, including in connection with any business or operations that are similar to the Business; provided that in no event shall Sellers enter into any such license or similar grant of rights prior to Closing without Purchaser’s consent.

Section 6.14 Updates to Schedules. Following the date hereof and no less than one (1) Business Days prior to the Closing, Parent may, upon Purchaser’s request, deliver to Purchaser: (a) updated Schedules reflecting updates and changes to the lists of the Assigned Contracts, the Excluded Contracts, the Acquired Entities (including any corresponding updates to Schedule 3.4), the Assumed Benefit Plans being transferred or rejected arising as a result of the conduct of the Business in the Ordinary Course consistent with past practice during the period from the Agreement Date until the Closing and (b) updated list of the Sellers, resulting from the changes of the lists of the Assigned Contracts, the Excluded Contracts, the Acquired Entities (including any

corresponding updates to Schedule 3.4) or the Assumed Benefit Plans. Such updates to the Schedules shall be incorporated for all purposes herein.

Section 6.15 Stub Rent. Following the date hereof until (a) the effective date of assumption of the applicable Lease for an Acquired Store by Purchaser or its affiliates or (b) the effective date of rejection of such Lease by the Debtors, as applicable), Purchaser shall use commercially reasonable efforts to cause the applicable landlord of such Lease to waive or, to the extent such Stub Rent is not waived, reduce or settle for a lower amount, the Stub Rent.

ARTICLE VII CONDITIONS TO CLOSING

Section 7.1 Conditions Precedent to the Obligations of Purchaser and Sellers. The respective obligations of each Party to consummate the Closing are subject to the satisfaction (or to the extent permitted by Law, written waiver by Sellers and Purchaser) at the Closing, of each of the following conditions:

- (a) reserved;
- (b) no court of competent jurisdiction shall have issued, enacted, entered, promulgated, or enforced any Order (including any temporary restraining Order or preliminary or permanent injunction) restraining, enjoining, or otherwise prohibiting the Closing that is still in effect; and
- (c) the Bankruptcy Court and the Canadian Court shall have entered the Sale Order, and the Sale Order shall not have been stayed, vacated, or modified without Purchaser's consent.

Section 7.2 Conditions Precedent to the Obligations of Purchaser. The obligations of Purchaser to consummate the Closing are subject to the satisfaction (or to the extent permitted by Law, written waiver by Purchaser), at the Closing, of each of the following conditions:

- (a) the representations and warranties made by Sellers in Article III shall be true and correct in all respects as of the Closing Date as though made on and as of the Closing Date, except that (A) representations and warranties that are made as of a specified date need be true and correct only as of such date and (B) to the extent the failure of such representations and warranties to be true and correct as of such dates has not had a Material Adverse Effect;
- (b) Sellers shall not have breached in a manner that is material with respect to the Transactions, taken as a whole, the covenants required to be performed or complied with by Sellers under this Agreement on or prior to Closing;
- (c) Sellers shall have delivered, or caused to be delivered, to Purchaser all of the items set forth in Section 2.4; and
- (d) Subject to Purchaser's compliance with Section 2.2(b), the Acquired Assets are delivered with a minimum balance of \$63,600,000 for the Core Inventory (as adjusted pursuant to Section 2.2(b), the "Minimum Core Inventory Threshold").

Section 7.3 Conditions Precedent to the Obligations of Sellers. The obligations of Sellers to consummate the Closing are subject to the satisfaction (or to the extent permitted by Law, written waiver by Sellers in their sole discretion), at the Closing, of each of the following conditions:

(a) the representations and warranties made by Purchaser in Article IV shall be true and correct in all material respects as of the Closing Date as though 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 in all material respects only as of such date;

(b) Purchaser shall not have breached in a manner that is material with respect to the Transactions, taken as a whole, the covenants required to be performed or complied with by it under this Agreement on or prior to the Closing Date; and

(c) Purchaser shall have delivered, or caused to be delivered, to Sellers all of the items set forth in Section 2.5.

Section 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 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 perform any of its obligations under this Agreement, including its obligation to use its reasonable best efforts to consummate the Transactions as required under this Agreement.

ARTICLE VIII TERMINATION

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

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

(b) by written notice of either Purchaser or Sellers, upon the issuance of an Order by a court of competent jurisdiction restraining, enjoining, or otherwise prohibiting the consummation of the Closing or declaring unlawful the Transactions, and such Order having become final, binding, and non-appealable; provided that no Party may terminate this Agreement under this Section 8.1(b) if the issuance of such Order was caused by such Party's failure to perform any of its obligations under this Agreement;

(c) by written notice of either Purchaser or Sellers, if the Closing shall not have occurred on or before September 30, 2025 (the "Outside Date"); provided that a Party shall not be permitted to terminate this Agreement pursuant to this Section 8.1(c) if the failure of the Closing to have occurred by the Outside Date was caused by such Party's failure to perform any of its obligations under this Agreement; provided further that Sellers may extend the Outside Date up to an additional 30 days to the extent necessary to satisfy the conditions set forth in Section 7.1 so long as Section 7.2(d) and the other conditions in Article VII (other than conditions that by their

nature are to be satisfied at the Closing) have been satisfied or waived as of each of the initial Outside Date and the extended Outside Date;

(d) by written notice from Sellers 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 Sellers may not terminate this Agreement under this Section 8.1(d) unless such breach has not been cured by the date that is the earlier of (A) two Business Days prior to the Outside Date and (B) 10 days after Sellers notify Purchaser of such breach and (ii) the right to terminate this Agreement pursuant to this Section 8.1(d) will not be available to Sellers at any time that Sellers are in material breach of, any covenant, representation, or warranty in this Agreement;

(e) by written notice from Purchaser to Sellers, if (a) the Bankruptcy Court has not approved and entered the Sale Order prior to 11:59 p.m. (Eastern Time) on September 30, 2025 (unless further extended upon mutual agreement by Purchaser and Sellers in writing (email to counsel being sufficient)), or (b) following entry of the Sale Order if such Sale Order is not a Final Order (unless such Final Order requirement is waived by Purchaser and Sellers in their respective discretion) within fourteen (14) days of entry of the Sale Order; provided, that the right to terminate this Agreement under this Section 8.1(e) shall not be available to Purchaser if Purchaser failed to fulfill any material obligation under this Agreement and such failure is the cause of, or resulted in, such stay, reversal, modification, amendment or vacation;

(f) by written notice from Sellers 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 2.3;

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

(h) by written notice of either Purchaser or Sellers, if (i) the Sellers enter into an Alternative Transactions with any Person other than Purchaser or the Successful Bidder, (ii) the Bankruptcy Court approves an Alternative Transaction other than with the Successful Bidder, or (iii) Sellers consummate an Alternative Transaction with the Successful Bidder.

Section 8.2 Effect of Termination.

(a) In the event of termination of this Agreement pursuant to Section 8.1, this Agreement shall become null and void and no Party or any of its partners, officers, directors, managers or equityholders will have any Liability under this Agreement; provided that Section 2.2, Section 6.2(b), this Section 8.2, and Article X shall survive any such termination. Subject to Section 10.12, nothing in this Section 8.2 will be deemed to impair the right of any Party to be

entitled to specific performance or other equitable remedies to enforce specifically the terms and provisions of this Agreement.

(b) Subject in all cases to the Sale Order and Financing Orders:

(i) if this Agreement is terminated pursuant to Section 8.1(e), then Seller will pay, or cause to be paid, to Purchaser by wire transfer of immediately available funds within five (5) Business Days following such termination of this Agreement an amount equal to the reasonable and documented out-of-pocket costs and expenses (including fees and expenses of counsel) incurred by Purchaser in connection with the negotiation, diligence, execution, performance and enforcement of this Agreement, which amount will shall not exceed \$500,000 (“Expense Reimbursement”).

(ii) In consideration for Purchaser having expended considerable time and expense in connection with this Agreement and the negotiation of this Agreement, if this Agreement is terminated pursuant to Section 8.1(h), Sellers shall pay, or cause to be paid, to Purchaser (x) a break-up fee in an amount equal to 2% of the Base Cash Purchase Price (the “Breakup Fee”); provided that the Breakup Fee shall be payable concurrently with the consummation of, and only out of the cash proceeds of, an Alternative Transaction, to an account designated by Purchaser in writing to Sellers and (y) the Deposit, in accordance with the terms and conditions of Section 2.2(c).

(c) The agreements contained in this Section 8.2 are an integral part of this Agreement. The Expense Reimbursement, the Breakup Fee, are not a penalty, but rather represent liquidated damages in a reasonable amount that will reasonably compensate Purchaser in the circumstances in which such Expense Reimbursement, Breakup Fee, or refund of Deposit, as applicable, is payable for the efforts and resources expended and opportunities foregone by Purchaser while negotiating and pursuing this Agreement and in reasonable reliance on this Agreement, which amount would otherwise be impossible to calculate with precision.

(d) Subject in all cases to Section 10.12, prior to the Closing, in the event of any breach by Seller of this Agreement, the sole and exclusive remedy of Purchaser shall be to terminate this Agreement in accordance with Section 8.1 and, if applicable, to receive the and Expense Reimbursement or the Breakup Fee, as applicable, in accordance with Section 8.2(b) and Section 8.2(c). Subject to approval by the Bankruptcy Court and entry of the Sale Order, the claim of Purchaser in respect of the Expense Reimbursement, the Breakup Fee or refund of Deposit, is and constitutes an allowed administrative expense claim against Seller under Sections 503 and 507(b) of the Bankruptcy Code in the Bankruptcy Case.

ARTICLE IX TAXES

Section 9.1 Sales Taxes and Transfer Taxes. Any sales, use, goods and services, or similar Taxes attributable to the transfer of the Acquired Assets, the Assumed Liabilities and the Acquired Entities under this Agreement and not exempted under the Sale Order (the “Sales Taxes”) and any real or personal property, transfer, conveyance, deed, recording charge, value added, fixed asset, documentary stamp, other similar Taxes attributable to the transfer of the Acquired Assets,

the Assumed Liabilities and the Acquired Entities under this Agreement and not exempted under the Sale Order (the “Transfer Taxes”) shall be borne and timely paid by Purchaser, and Purchaser shall timely file all Tax Returns related to such Sales Taxes and Transfer Taxes.

Section 9.2 Allocation of Purchase Price. For U.S. federal and applicable state and local income Tax purposes, Purchaser, Sellers, and their respective Affiliates shall allocate the Purchase Price (and any Assumed Liabilities or other amounts treated as part of the purchase price for U.S. federal income Tax purposes) (a) between the Acquired Assets (other than the Acquired Entities), on the one hand, and each of the Acquired Entities, on the other hand, and (b) among the Acquired Assets (other than the Acquired Entities) in accordance with the methodology set forth in Schedule 9.2 (the “Allocation Methodology”). As soon as commercially practicable, but no later than 60 days following the final determination of the Cash Purchase Price in accordance with the provisions of Section 2.6, Purchaser shall provide a proposed allocation to Sellers setting forth the allocation of the Purchase Price (and any Assumed Liabilities or other amounts treated as part of the purchase price for U.S. federal income Tax purposes) between the Acquired Assets, on the one hand, and each of the Acquired Entities, on the other hand, and among the Acquired Assets in accordance with the Allocation Methodology (the “Allocation”) for Sellers’ review, comment, and consent (such consent not to be unreasonably withheld, conditioned or delayed). If Sellers deliver a written objection within 30 days after receipt of the draft Allocation proposed by Purchaser, then Purchaser and Sellers shall negotiate in good faith to resolve any such objection, and, if Sellers and Purchaser cannot resolve such dispute within 30 days of Purchaser’s receipt of Sellers’ objection, then a nationally recognized accounting firm mutually acceptable to Purchaser and Sellers shall resolve such dispute, with the costs of such resolution to be allocated by such accounting firm between Purchaser and Sellers based upon the percentage of the aggregate contested amount submitted to such accounting firm that is ultimately awarded to Purchaser, on the one hand, or Sellers on the other hand, such that Purchaser bears a percentage of such costs and expenses equal to the percentage of the contested amount awarded to Sellers and Sellers bears a percentage of such costs and expenses equal to the percentage of the contested amount awarded to Purchaser. The Allocation, as delivered by Purchaser, if Sellers do not timely deliver a written objection, as modified by the agreement between Purchaser and Sellers, or as determined by such accounting firm shall be final and binding on the Parties. The Parties and their respective Affiliates shall file all Tax Returns in accordance with such Allocation (as finally determined under this Section 9.2) and shall not take any Tax-related action inconsistent with such Allocation, in each case, unless otherwise required by a “determination” within the meaning of Section 1313(a) of the Tax Code.

Section 9.3 Cooperation. Purchaser and Sellers shall use commercially reasonable efforts to cooperate, as and to the extent reasonably requested by the other Party, in connection with the filing of any Tax Returns and the conduct of any Action with respect to Taxes. Following the Closing, the Purchaser shall retain all Assumed Tax Returns for the applicable statute of limitations (including any extension thereof) and in abidance with any record retention agreements entered into with any taxing authority. Notwithstanding anything to the contrary in this Agreement, Sellers shall not be obligated to provide or disclose to any Person any Excluded Tax Returns (including any Seller Combined Tax Return).

Section 9.4 Preparation of Tax Returns and Payment of Taxes.

(a) Except as otherwise provided by Section 9.1, Sellers shall prepare and timely file (i) all Tax Returns with respect to the Acquired Assets and any Acquired Entity for any Tax period ending on or prior to the Closing Date (and Purchaser shall reasonably cooperate with Sellers in causing such Tax Returns to be filed) and (ii) all income Tax Returns of Sellers (including any Seller Combined Tax Return).

(b) Purchaser shall prepare and timely file all Tax Returns with respect to the Acquired Assets or any Acquired Entity for any Tax period ending after the Closing Date.

(c) Purchaser shall not file any Tax Return, file an amendment to any previously-filed Tax Return, take or initiate any voluntary discussion, examination or Contract with a taxing authority (including any voluntary disclosure agreement or similar process), or otherwise take any Tax position that has the effect of increasing any Tax that is payable or otherwise borne by Sellers or their Affiliates. Notwithstanding anything to the contrary, Purchaser shall not, and shall cause its Affiliates not to, make any election under Sections 338 or 336 of the Tax Code with respect to the Acquired Entities.

**ARTICLE X
MISCELLANEOUS**

Section 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) set forth in this Agreement or in any other Transaction Agreement, will terminate effective immediately as of the Closing such that no claim for breach of, and no claim for detrimental reliance or other right or remedy (whether in contract, in tort, at law, or in equity) with respect to, any such representation, warranty, covenant, or agreement may be brought after the Closing. Each covenant and agreement that explicitly contemplates performance after the Closing, will, only to the extent such covenant or agreement contemplates performance after the Closing, expressly survive the Closing in accordance with its terms, and if no term is specified, then for five years following the Closing Date. Purchaser and Parent (on behalf of the Sellers) acknowledge and agree, on their own behalf and on behalf of the Purchaser Group or the Seller Parties, as the case may be, that the agreements contained in this Section 10.1 (a) require performance after the Closing to the maximum extent permitted by applicable Law and will survive the Closing for five years and (b) are an integral part of the Transactions and that, without the agreements set forth in this Section 10.1, none of the Parties would enter into this Agreement.

Section 10.2 Expenses. Whether or not the Closing takes place, except as otherwise provided in this Agreement, all fees, costs and expenses (including fees, costs and expenses of Advisors) incurred in connection with the negotiation of this Agreement and the other Transaction Agreements, the performance of this Agreement and the other Transaction Agreements, and the consummation of the Transactions will be paid by the Party incurring such fees, costs and expenses. However, (a) all fees and expenses in connection with any filing or submission that is necessary under any Foreign Competition Laws will be allocated pursuant to Section 6.4, (b) all

Sales Taxes and Transfer Taxes will be allocated pursuant to Section 9.1 and (c) all Cure Costs will be allocated pursuant to Section 5.2.

Section 10.3 Notices. Except as otherwise expressly provided in this Agreement, 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 (having obtained electronic delivery confirmation of such transmittal), if delivered by 5:00 P.M. Central Time of the recipient on a Business Day and otherwise on the following 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 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:

c/o Ames Watson, LLC
6100 Merriweather Drive, Suite 550
Columbia, MD 21044
Attention: Lawrence Berger
Email: lberger@ameswatson.com

with a copy to (which shall not constitute notice):

Paul Hastings LLP
2050 M Street, NW
Washington, DC 20036
Attention: Alan Noskow
Email: alannoskow@paulhastings.com

Notices to Sellers:

Claire's Holdings LLC
2400 West Central Road
Hoffman Estates, IL 60192
Attention: Brendan McKeough
Email: Brendan.McKeough@Claires.com

with copies to (which shall not constitute notice):

Kirkland & Ellis LLP
601 Lexington Avenue
New York, NY 10022
Attention: Shawn O'Hargan, P.C.
Keli Huang
Email: sohargan@kirkland.com
keli.huang@kirkland.com

Section 10.4 Binding Effect; Assignment; Designated Purchasers.

(a) This Agreement shall be binding upon Purchaser and, subject to the entry and terms of the Sale Order, Sellers, and shall inure to the benefit of and be so binding on the Parties and their respective successors and permitted assigns, including any trustee or estate representative appointed in the Bankruptcy Cases or any successor Chapter 7 cases; provided that, without limiting Section 10.4(b) below, neither this Agreement nor any of the rights or obligations in this Agreement may be assigned or delegated without the prior written consent of Purchaser and Sellers, and any attempted assignment or delegation without such prior written consent shall be null and void.

(b) Prior to the Closing, Purchaser shall be entitled to designate, by written notice to Sellers no later than two (2) Business Days prior to the Closing Date, one or more Affiliates to (i) purchase the Acquired Assets and pay the corresponding Purchase Price amount, (ii) assume Assumed Liabilities, or (iii) take title directly to any Acquired Asset (any such Affiliate that shall be designated in accordance with this clause, a “Designated Purchaser”), and, to the extent of any such designation, this Agreement shall be binding upon each of such Affiliates, their successors and permitted assigns, which shall be treated as Purchaser to such extent; provided that Purchaser shall remain primarily liable until the transfer to any such Designated Purchaser and the satisfaction by such Designated Purchaser of any related obligations or other Liabilities in this Agreement. If such designation will, or would reasonably be expected to, (x) result in any Seller incurring any incremental unreimbursed fees, costs, Taxes or expenses (other than immaterial attorneys’ fees), (y) result in notifications or other information required to be filed under any foreign investment Laws or (z) delay the receipt of any Consent, clearance, approval or authorization of or from any Governmental Body required to be obtained by Purchaser, Sellers or any of their respective Affiliates to consummate the Transactions, then such assignment shall be void ab initio. At or after the Closing, Purchaser may assign its rights (but not its obligations) under this Agreement to any of the financing sources of Purchaser to the extent necessary for purposes of creating a security interest therein or otherwise assigning as collateral in respect of any such financing, provided that, in each case of the foregoing, no assignment shall relieve the assigning party of any of its obligations hereunder.

Section 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 Sellers or (b) waived only in a writing executed by the Party against which enforcement of such waiver is sought. No waiver of any provision in this Agreement or of any breach or default of any provision in this Agreement will extend to or affect in any way any other provision or prior or subsequent breach or default.

Section 10.6 Third Party Beneficiaries. Except as otherwise expressly provided in this Agreement, nothing expressed or referred to in this Agreement will be construed to give any Person other than (i) for purposes of Section 6.11, the Indemnified Persons, (ii) for purposes of Section 10.7 the Non-Recourse Persons, and (iii) the Parties hereto and such permitted assigns, any legal or equitable right, remedy, or claim under or with respect to this Agreement or any provision of this Agreement.

Section 10.7 Non-Recourse. This Agreement may be enforced against, and any Agreement Dispute may be brought against, only the Persons that are expressly named as Parties and not against any other Persons. Except to the extent named as a Party, 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 (each, a “Non-Recourse Person”) 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 or for any Agreement Dispute and (ii) in no event shall any Person have any shared or vicarious liability, or otherwise be the subject of legal or equitable claims, for the actions or omissions (including through equitable claims (such as unjust enrichment) not requiring proof of wrongdoing committed by the subject of such claims) of any other Person, and each of such Persons and the Non-Recourse Persons are intended third party beneficiaries of this Section 10.7 and shall be entitled to enforce this Section 10.7 as if a party directly hereto.

Section 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.

Section 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 Party. 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 of this Agreement.

Section 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, and any disclosure in the Schedules will be deemed a disclosure against any representation or warranty set forth 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 Exhibits does not 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, 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 Agreement Dispute 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. In addition, matters reflected in the Schedules are not necessarily limited to matters required by this Agreement to be reflected in the Schedules. Such additional matters are set forth for informational purposes only and do not necessarily include other matters of a similar nature. No information set forth in the Schedules will be deemed to broaden in any way the scope of the Parties’ representations and warranties. Any description of any agreement, document, instrument,

plan, arrangement, or other item set forth on any Schedule is qualified in its entirety by the terms of such agreement, document, instrument, plan, arrangement, or item, and such terms will be deemed disclosed for all purposes of this Agreement. The information contained in this Agreement, the Schedules, and the Exhibits is disclosed solely for purposes of this Agreement, and no information contained in this Agreement, the Schedules, or the Exhibits 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.

Section 10.11 Complete Agreement. This Agreement, together with the Confidentiality Agreement and the other Transaction Agreements, contains the entire agreement of the Parties respecting the sale and purchase of the Acquired Assets and the Assumed Liabilities and the Transactions and supersedes all prior agreements and documents among the Parties respecting the sale and purchase of the Acquired Assets and the Assumed Liabilities and the Transactions. 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 other Transaction Agreements 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 of this Agreement or the intent of the Parties, and will be deemed joint work product of the Parties.

Section 10.12 Specific Performance. 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 under 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 of this Agreement in the courts described in Section 10.13 without proof of damages or otherwise, this being in addition to any other remedy to which the Parties are entitled under this Agreement, and (b) the right of specific performance and other equitable relief is an integral part of the Transactions and without that right, neither Sellers nor Purchaser would have entered into this Agreement. 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 Sellers 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 Seller 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 of this Agreement by any other Party, the Outside Date will automatically be extended (i) for the period during which such Action is pending, plus ten Business Days or (ii) 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 Seller to remedy any breach of any representation or warranty made by any Seller.

Section 10.13 Jurisdiction and Exclusive Venue. Any Action of any kind whatsoever, including a counterclaim, cross-claim, or defense, regardless of the legal theory under which any

Liability or obligation may be sought to be imposed, whether sounding in contract or in tort or under statute, or whether at law or in equity, or otherwise under any legal or equitable theory, that may be based upon, arising out of, or related to this Agreement, the negotiation, execution, or performance of this Agreement, or the Transactions and any questions concerning the construction, interpretation, validity, and enforceability of this Agreement (each, an “Agreement Dispute”) 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) if the Bankruptcy Court is unwilling or unable to hear such Action, in the Court of Chancery of the State of Delaware (or if such court lacks jurisdiction, any other state or federal court sitting in the State of Delaware) (the “Chosen Courts”). Each of the Parties 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 Agreement Dispute. No Party will commence any Agreement Dispute except in the Chosen Courts, other than Actions in any court of competent jurisdiction to enforce any Order rendered by any Chosen Courts, and no Party will file a motion to dismiss any Agreement Dispute filed in a Chosen Court on any jurisdictional or venue-related grounds, including the doctrine of *forum non-conveniens*. Venue would be proper in any of the Chosen Courts, and each Party hereby irrevocably waives any objection that any Chosen Court is an improper or inconvenient forum for any Agreement Dispute. Each of the Parties 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 serve process in any other manner permitted by Law.

Section 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 Agreement Dispute 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) ANY AGREEMENT DISPUTE IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES AND THEREFORE EACH PARTY HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY AGREEMENT DISPUTE. ANY AGREEMENT DISPUTE WILL BE DECIDED BY COURT TRIAL WITHOUT A JURY AND THE PARTIES 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 ANY AGREEMENT DISPUTE, 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 10.14(B).

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

Section 10.16 Counterparts and PDF. This Agreement and any other Transaction Agreements, and any amendments to any Transaction Agreements, may be executed in multiple counterparts, any one of which need not contain the signature of more than one party to such Transaction Agreement, 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 .PDF, DocuSign, 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 of such Contract delivered in person. Minor variations in the form of the signature page to this Agreement or any Transaction Agreement, including footers from earlier versions of any such other document, will be disregarded in determining the effectiveness of such signature. At the request of any party to any Transaction Agreement, each other party to such Transaction Agreement will re-execute original forms of such Transaction Agreement and deliver them to all other parties. No party to any such Transaction Agreement will raise the use of a .PDF, DocuSign, or other electronic transmission to deliver a signature or the fact that any signature or Contract was transmitted or communicated through the use of PDF, DocuSign, or other electronic transmission as a defense to the formation of a Contract and each such party forever waives any such defense.

Section 10.17 Publicity. Neither Sellers nor Purchaser shall issue any press release or public announcement concerning this Agreement or the Transactions without obtaining the prior written approval of the other Party (which approval will not be unreasonably conditioned, withheld, or delayed), (i) unless in the reasonable judgment of the applicable disclosing Party, 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 Sellers (or their respective Affiliates) lists securities; provided that the Party intending to make such release shall use its reasonable efforts consistent with such applicable Law or Bankruptcy Court requirement to consult with the other Party with respect to the contents of such release; or (ii) provided that each Party or its Affiliates may make customary disclosures in connection with marketing purposes and financial disclosures to (x) any current or prospective investors of such Party or its Affiliates and (y) their lenders, banks and Advisors who have a reasonable need to receive such information. However, a copy of this Agreement will be filed with the Bankruptcy Court.

Section 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 Encumbrances in the Acquired Assets (including any Encumbrances claims arising out of any “bulk sales,” “bulk transfers,” or similar Laws), except Permitted Encumbrances, and the Parties shall take such steps as may be necessary or appropriate to so provide in the Sale Order. In furtherance of the foregoing, each Party hereby waives compliance by the Parties with any “bulk sales,” “bulk transfers,” or similar Laws in respect of the Transactions.

Section 10.19 Fiduciary Obligations. Nothing in this Agreement, or any document related to the Transactions, will require any Seller or any of their respective managers, officers, directors, partners, 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 or applicable Law. Sellers retain the right to pursue any transaction or restructuring strategy that, in Sellers' business judgment, will maximize the value of their estates.

Section 10.20 Sellers' Representative. Parent has the power and authority to unilaterally act on behalf of all or any Seller for the purposes specified under this Agreement. Such power will include the power to make all decisions, actions, Consents, and determinations on behalf of Sellers, including to make any waiver of any condition or agree to any amendment to this Agreement. No Party shall have any right to object, dissent, protest, or otherwise contest the same. Purchaser shall be entitled to rely on any action or omission taken by Parent on behalf of Sellers.

ARTICLE XI ADDITIONAL DEFINITIONS AND INTERPRETIVE MATTERS

Section 11.1 Certain Definitions.

“A/R Amount” means the Accounts Receivable (net of gift card receivables, “tax receivables” (as set forth on Exhibit E) and “other miscellaneous receivables” (as set forth on Exhibit E)) of the Sellers as of the Determination Time.

“A/R Peg” means \$10,000,000.

“A/R Shortfall” means the amount by which the A/R Peg exceeds the Final A/R Amount.

“Accounting Firm” means a nationally recognized independent accounting firm mutually acceptable to Purchaser and Parent.

“Accounting Policies” has the meaning set forth on Exhibit D.

“Accounts Receivable” means accounts receivable (net of credit card reserves), notes receivable, negotiable instruments and chattel paper owing from Persons to the Sellers to the extent related to the Business (other than Sellers and their Affiliates), together with any unpaid interest or fees accrued thereon or other amounts due with respect thereto.

“Action” means any action, suit, litigation, arbitration, mediation, audit, proceeding (including any civil, criminal, administrative, investigative, or appellate proceeding) or prosecution, of any kind whatsoever, 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 any Governmental Body.

“Advisors” means, with respect to any Person as of any relevant time, any directors, managers, officers, employees, investment bankers, financial advisors,

accountants, agents, attorneys, consultants, agents or other representatives of such Person.

“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, affairs, and policies of such Person, whether through ownership of voting securities, by Contract, or otherwise. For the avoidance of doubt, the Acquired Entities will be Affiliates of Sellers until Closing and Affiliates of Purchaser after Closing.

“Aggregate Partial September Rent” means any Liabilities for the Leases for the Go-Forward Stores, including but not limited to base rent, any percentage rent relating to store proceeds, utilities, common area maintenance charges, and other rents, fees, and costs specified by each such applicable Lease (if Closing has occurred on or prior to September 15, 2025, for the period from September 16 to September 30, 2025 and, if Closing has not occurred by September 16, 2025, for the period from September 16, 2025 to the effective date of assumption of such Lease by Purchaser or its affiliates or the effective date of rejection of such Lease by the Debtors), provided that if (w) all of the conditions in Section 7.1 are satisfied (or waived) on or by September 15, 2025; (x) one or more conditions in Section 7.2 (excluding Section 7.2(d)) are not satisfied (or waived) on by September 15, 2025, (y) an initial draft of the Intercreditor Agreement has been provided to Parent on or prior to 10:00 am Eastern Time at least five (5) Business Days prior to September 15, 2025 and (z) the Closing has not occurred on or prior to September 15, 2025, Sellers shall be responsible for a portion of the Aggregate Partial September Rent determined as follows: (1) the number of days after September 15, 2025 that the Closing Date occurs (capped at 15) *multiplied* by (2) the Pro Rata September Rent.

“Alternative Transaction” means any transaction (or series of transactions), whether direct or indirect, whereby any Person or group of Persons (other than Sellers and their Affiliates or Purchaser and its Affiliates) acquires (i) beneficial ownership of a majority of the Equity Interests of Sellers or (ii) a material portion of the Acquired Assets, in each case whether by merger, sale of assets or equity, recapitalization, plan of reorganization, or otherwise. Notwithstanding the foregoing, a liquidation or wind-down of Sellers’ estates (or a plan in the Bankruptcy Case approving a liquidation or wind-down) shall not be an Alternative Transaction.

“Base Cash Purchase Price” means \$104,000,000.

“Business” means the business and operations of Sellers and their Subsidiaries as of the Closing that are related to their North America operations.

“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.

“Business Employee” means each (i) employee of any of Sellers and (ii) employee of any Acquired Entity.

“Cash and Cash Equivalents” means all cash (including checks and deposits in transit, demand deposits, money markets, or similar accounts), checking account balances, 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.

“Cash Purchase Price” means the Estimated Cash Purchase Price, as adjusted in accordance with Section 2.6.

“Confidentiality Agreement” means that certain letter agreement, dated as of June 9, 2025, by and between Parent and Ames Watson, LLC.

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

“Contract” means any written contract, indenture, note, bond, lease, sublease, mortgage, guarantee, or other agreement that is binding upon a Person or its property, in each case, other than an invoice, purchase order, service order, or sales order.

“Core Inventory” means (i) all Inventory on hand at any Acquired Leased Real Property or any Go-Forward Store, (ii) all Inventory in transit to any Acquired Leased Real Property or any Go-Forward Store plus the amount of customs and freight charges to the extent paid by Sellers prior to Closing for such Inventory, (iii) the amount of any Eligible Prepaid Inventory, and (iv) the amount of any cash payments approved by Purchaser in writing to any vendor with a claim under Section 503(b)(9) of the Bankruptcy Code.

“Core Inventory Amount” means the amount of Core Inventory as of the Determination Time.

“Core Inventory Peg” means \$82,600,000.

“Core Inventory Shortfall” means the amount by which the Inventory Peg exceeds the Final Core Inventory Amount.

“Core Inventory Surplus” means the amount by which the Final Core Inventory Amount exceeds the Inventory Peg.

“Debtors” means, collectively, the debtors-in-possession under the Bankruptcy Cases.

“Determination Time” means 11:59 PM Eastern time on the date immediately preceding the Closing Date.

“DIP Balance” means all amounts due and owing under the DIP Financing as of the Closing, including outstanding principal, accrued interest and fees.

“Documents” means all of Sellers’ written files, documents, instruments, papers, books, reports, records, tapes, microfilms, photographs, letters, budgets, forecasts, plans, operating records, safety and environmental reports, data, studies, ledgers, journals, customer lists, regulatory filings, plans, research materials, technical documentation (design specifications, engineering information, test results, 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; provided that Documents shall exclude any Tax Returns, Tax records or Tax work papers.

“Eligible Prepaid Inventory” means the amount of any prepayments for Inventory designated for the Acquired Leased Real Property or Go-Forward Stores, to the extent such prepayments are acknowledged by the vendor in writing as being prepaid and available for future application against purchase orders, plus the amount of customs and freight charges to the extent paid by Sellers prior to Closing for such Inventory.

“Employee Benefit Plan” means each (i) employee welfare benefit plan within the meaning of Section 3(1) of ERISA (whether or not subject to ERISA), (ii) employee pension benefit plan within the meaning of Section 3(2) of ERISA (whether or not subject to ERISA), (iii) stock option, stock purchase, stock appreciation right or other equity or equity-based agreement, program or plan, (iv) employment, individual consulting, severance or retention agreement, or (v) bonus, incentive, retention, stay, deferred compensation, profit-sharing, retirement, post-termination health or welfare, vacation, severance or termination pay, fringe, or any other compensation or benefit plan, program, policy, Contract, agreement, or other arrangement, in each case that is sponsored, maintained or contributed to by Sellers or the Acquired Entities or to which any Seller or Acquired Entity is obligated to contribute or with respect to which any Seller or Acquired Entity has any Liability.

“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), charge, mortgage, deed of trust, option, pledge, security interest or similar interest, hypothecation, easement, right of way, encroachment, conditional sale or other title retention agreement and other similar imposition, imperfections or defects of title, or restrictions on transfer or use.

“Equipment” means equipment, computers, furniture, furnishings, fixtures, office supplies, vehicles, and other fixed assets.

“Equity Interests” means, with respect to a Person, any (a) membership interests, partnership interests, profits interests, capital stock or other equity securities (including profit participation features or stock or equity appreciation rights, “phantom” stock rights, stock-based performance units, or other similar rights) or other ownership interests of such Person, or (b) any securities (including debt securities or other indebtedness), options, warrants, rights to subscribe to, purchase rights, calls or commitments relating to the issuance, purchase, or sale or repurchase of or exercisable or exchangeable for or convertible into, or other rights to acquire any of the items in clause (a) of such Person.

“ERISA” means the Employee Retirement Income Security Act of 1974.

“Estimated A/R Shortfall” means the amount by which the A/R Peg exceeds the Estimated A/R Amount.

“Estimated Cash Purchase Price” means an amount equal to (a) the Base Cash Purchase Price, plus (b) Estimated Store Cash Surplus (if any), (c) less Estimated Store Cash Shortfall (if any), less (d) the Estimated Core Inventory Shortfall (if any), plus (e) the Estimated Core Inventory Surplus (if any), less (f) the portion of the Estimated A/R Shortfall in excess of \$1,000,000; provided, that in any and all events, the Base Cash Purchase Price is inclusive of the Deposit and the DIP Balance.

“Estimated Core Inventory Shortfall” means the amount by which the Inventory Peg exceeds the Estimated Core Inventory Amount.

“Estimated Core Inventory Surplus” means the amount by which the Estimated Core Inventory Amount exceeds the Inventory Peg.

“Estimated Seller Note Credit” means an amount equal to the Estimated A/R Shortfall, not to exceed \$1,000,000.

“Estimated Store Cash Shortfall” means the amount by which the Store Cash Peg exceeds the Estimated Store Cash Amount.

“Estimated Store Cash Surplus” means the amount by which the Estimated Store Cash Amount exceeds the Store Cash Peg.

“Excluded Tax Returns” means Tax Returns (or any portion of any Tax Return) of the Sellers related to (i) Taxes that are not solely or primarily related to any Acquired Entity, Acquired Asset or Assumed Liability or (ii) any consolidated, combined, affiliated or unitary group for Tax purposes that includes Seller or any of its Affiliates.

“Final Order” shall mean an Order or judgment of the Bankruptcy Court entered by the clerk of the Bankruptcy Court or such other court on the docket in the Bankruptcy Cases or the docket of such other court, which has not been modified, amended, reversed, vacated or stayed and as to which (a) the time to appeal, petition for certiorari, or move for a new trial, reargument or rehearing has expired and as to which no appeal, petition for certiorari or motion for new trial, reargument or rehearing shall then be pending or (b) if an appeal, writ of certiorari new trial, reargument or rehearing thereof has been sought, such order or judgment of the applicable Bankruptcy Court, or other court of competent jurisdiction shall have been affirmed by the highest court to which such Order was appealed, or certiorari shall have been denied, or a new trial, reargument or rehearing shall have been denied or resulted in no modification of such order, and the time to take any further appeal, petition for certiorari or move for a new trial, reargument or rehearing shall have expired, as a result of which such order shall have become final in accordance with Rule 8002 of the Federal Rules of Bankruptcy Procedure or a similar rule of such other court of competent jurisdiction; provided, that, with respect to the Bankruptcy Court, the possibility that a motion under Rule 60 of the Federal Rules of Civil Procedure, or any analogous rule under the Bankruptcy Code, may be (but for the avoidance of doubt has not been) filed relating to such order, shall not cause such order not to be a Final Order.

“Financing Orders” means the interim and final orders approving the DIP Term Sheet.

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

“Go-Forward Store” means each of the retail stores operated by the Sellers in North America that is not a Phase I Closing Store, which shall include a minimum of 795 retail stores operated by the Sellers in North America.

“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.

“Governmental Body” means any government, quasi-governmental entity, or other governmental or regulatory body, of any nature, whether foreign, federal, state, or local, or any agency, branch, department, commission, official, entity, instrumentality, political subdivision, or authority of any of the foregoing, or any court or arbitrator of competent jurisdiction.

“Hazardous Materials” means any toxic or hazardous material, substance, or waste regulated under any environmental laws due to its dangerous or deleterious properties or characteristics.

“Intellectual Property” means (i) patents, patent applications, and patent disclosures; (ii) trademarks, service marks, trade dress, corporate names, and Internet domain names, together with all associated goodwill; (iii) copyrights; (iv) registrations and applications for any of clauses (i) through (iii); (v) trade secrets; (vi) computer software; (vii) drawings, schematics, and other technical plans; and (viii) all other intellectual property.

“Inventory” means all inventory (including finished goods, supplies, raw materials, work in progress, and spare, replacement, and component parts) maintained or held by, stored by or on behalf of, or in transit to, any of Sellers or the Acquired Entities.

“Knowledge of Sellers”, or words of like import, means the actual knowledge, as of the Agreement Date, without independent verification (and not any constructive, imputed or similar concepts of knowledge) of Chris Cramer and Brendan McKeough, none of whom shall have any personal Liability or obligations regarding such knowledge.

“Law” means any federal, state, provincial, local, municipal, foreign, international, multinational, or other law, statute, legislation, constitution, principle of common law, ordinance, code, decree, treaty, convention, rule, regulation, or Order, in each case, issued, enacted, adopted, promulgated, implemented, or otherwise put into effect by or under the authority of any Governmental Body.

“Lease” means all leases, subleases, licenses, concessions, and other agreements (written or oral) pursuant to which any Seller or any Acquired Entity holds any Acquired Leased Real Property.

“Leased Real Property” means all real property leased by Sellers and the Acquired Entities.

“Leasehold Improvements” means all buildings, structures, improvements, and fixtures that are owned by a Seller and located on any Acquired 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 Acquired Leased Real Property.

“Liability” means, as to any Person, any debt, adverse claim, liability, 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.

“Material Adverse Effect” means a material adverse effect on the Business, Acquired Assets, and Assumed Liabilities, taken as whole; provided that none of the following (or consequences of the following), either alone or in combination, shall constitute, or be taken into account in determining whether or not there has

been, a Material Adverse Effect: any matter, event, change, development, occurrence, circumstance, or effect (each, an “Effect”) in, arising from, or relating to (i) general business or economic conditions; (ii) conditions including tariffs, riots, protests, the engagement in hostilities or the escalation of any hostilities, 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 (whether or not state-sponsored) attack or data breach, including upon any military installation, asset, Equipment, or personnel; (iii) any fire, flood, hurricane, earthquake, tornado, windstorm, other calamity or act of God, global or national health concern, epidemic, pandemic (whether or not declared as such by any Governmental Body), viral outbreak (including “Coronavirus” or “COVID-19”) or the worsening of any outbreak, or any quarantine or trade restrictions related thereto or any other *force majeure*; (iv) the change in price and availability of any Equipment, inventory or supplies necessary to or used in the Business; (v) to financial, banking, or securities markets (including (A) any disruption of any of such 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); (vi) changes in GAAP or interpretation of GAAP; (vii) changes in Laws or other binding directives or determinations issued or made by or agreements with or Consents of any Governmental Body (including any such items related to Section 6.5) and any change in the terms or enforcement of (or negotiations or disputes with respect to) any of the foregoing; (viii)(A) the taking of any action permitted or contemplated by this Agreement or at the request of Purchaser or its Affiliates, (B) the failure to take any action if such action is prohibited by this Agreement, (C) Purchaser’s failure to consent to any of the actions restricted in Section 6.1 or (D) the negotiation, announcement, or pendency of this Agreement or the Transactions, the identity, nature, or ownership of Purchaser or Purchaser’s plans with respect to the Business, Acquired Assets, Assumed Liabilities, and Business Employees, including the impact on the relationships, contractual or otherwise, of the Business with employees, customers, lessors, suppliers, vendors, or other commercial partners or litigation arising from or relating to this Agreement or the Transactions; (ix) any existing event, occurrence or circumstance that is publicly known or disclosed or with respect to which Purchaser has actual knowledge as of the Agreement Date; (x) any action required to be taken under any existing Contract to which Sellers or their Subsidiaries is bound; (xi) any seasonal fluctuations in the Business; (xii) 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) and any other failure to win or maintain customers or business; (xiii) any action taken by Purchaser or its Affiliates with respect to the Transactions or the financing of the Transactions or any breach by Purchaser of this Agreement; (xiv) the matters set forth on the Schedules and any changes or developments in, or Effects or results arising from or relating to, matters set forth on the Schedules; or (xv) (A) the commencement or pendency of the Bankruptcy Cases; (B) any objections in the Bankruptcy Court to (1) this

Agreement or any of the Transactions, (2) the Sale Order or the reorganization or liquidation of Sellers or their Affiliates, (3) the assumption or rejection of any Assigned Contract; or (C) any Order of the Bankruptcy Court or any actions or omissions of Sellers or their Affiliates in compliance with such Orders. However, any adverse Effect resulting or arising from any matter described in clauses (i) through (v) may be taken into account in determining whether there has been a Material Adverse Effect to the extent, and only to the extent, that such Effect has had a materially disproportionate adverse effect on Sellers relative to similarly situated participants in the industries and geographic areas in which Sellers operate (in which case only such incremental materially disproportionate adverse effect may be taken into account in determining whether there has been a Material Adverse Effect).

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

“Ordinary Course” means the ordinary and usual course of operations of the Business, taken as a whole, subject to deviation, in the reasonable business judgment of the Sellers, on account of the contemplation, commencement and pendency of the Bankruptcy Cases and past practice; provided that any action taken, or omitted to be taken, that relates to, or arises out of, any pandemic, epidemic or disease outbreak shall be deemed to be in the Ordinary Course. For the avoidance of doubt, each Seller retains the right to pursue any business strategy that in such Seller’s reasonable business judgment will maximize the value of the Business, consistent with its obligations under applicable Law.

“Organizational Documents” means, with respect to any Person other than a natural person, the constituent documents or agreements by which such Person was organized (such as a certificate of incorporation, certificate of formation, certificate of limited partnership or articles of organization, and including any certificates of designation for preferred stock or other forms of preferred equity) or that relate to the internal governance of such Person (such as bylaws, a partnership agreement or an operating, limited liability or members agreement).

“Permitted Encumbrances” means (i) Encumbrances for Taxes not yet due and payable, or that are being contested in good faith, or the nonpayment of which is permitted or required by the Bankruptcy Code, (ii) easements, rights of way, restrictive covenants, encroachments, and similar non-monetary Encumbrances or non-monetary impediments against any of the Acquired Assets, in each case, that do not, individually or in the aggregate, adversely affect the operation of the Acquired Assets and, in the case of the Acquired Leased Real Property, that do not, individually or in the aggregate, adversely affect the use or occupancy of such Acquired 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, (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 or that are being contested by appropriate proceedings, (v) licenses granted on a non-exclusive basis, (vi) such other Encumbrances or title exceptions that do not, individually or in the aggregate, materially and adversely affect the operation of the Business, (vii) any Encumbrances set forth on Schedule 11.1, and (viii) solely prior to Closing, any Encumbrances that will be removed or released by operation of the Sale Order.

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

“Personal Information” means any data or information (i) that identifies, relates to, describes, is reasonably capable of being associated with, or would reasonably be linked, directly or indirectly, with a particular individual or household or (ii) that is otherwise subject to a Law relating to privacy or security of data or information (including if such data or information constitutes “personal information” or “personal data” or other equivalent term under any such Law).

“Plan” means any chapter 11 plan filed by Parent and/or any of its debtor affiliates in the Bankruptcy Cases.

“Pro Rata September Rent” means a fraction with the numerator as the Aggregate Partial September Rent and the denominator as 15.

“Purchase Price” means the Cash Purchase Price, plus the assumption of the Assumed Liabilities, plus the payment of the Aggregate Partial September Rent, plus the Seller Note.

“Purchaser Group” means Purchaser (including any Designated Purchaser), any Affiliate of Purchaser (or any Designated Purchaser) (including, following the Closing, the Acquired Entities) and each of their respective former, current or future Affiliates, partners, members, Advisors, successors, or permitted assigns.

“Sale Order” means the Order or Orders of the Bankruptcy Court and the Canadian Court (i) approving this Agreement and the terms and conditions of this Agreement, including pursuant to sections 363 and 365 of the Bankruptcy Code and/or equivalents under the CCAA and (ii) approving and authorizing Sellers to consummate the Transactions.

“Securities Act” means the Securities Act of 1933 and the rules and regulations promulgated thereunder.

“Seller Combined Tax Return” means any combined, consolidated, affiliated, or unitary Tax Return that includes a Seller or any of its Affiliates (other than an Acquired Entity), on the one hand, and any Acquired Entity, on the other hand.

“Seller Note Credit” means the Estimated Seller Note Credit, as adjusted in accordance with Section 2.6.

“Seller Parties” means each Seller and its former, current, or future Affiliates, partners, members, equityholders, controlling or controlled Persons, managers, Advisors, successors, or permitted assigns.

“Straddle Period” means any taxable period commencing on or before, and ending after the Closing Date.

“Store Cash Peg” means \$350,000.

“Stub Rent” means any post-petition rent for any Go-Forward Stores (for the period from the petition date to August 31, 2025).

“Subsidiary” or “Subsidiaries” means, with respect to any Person, any corporation, limited liability company, or other entity of which a majority of the total voting power of shares of stock or other Equity Interests entitled (without regard to the occurrence of any contingency) to vote in the election of directors, managers, trustees, or other governing body of such Person 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.

“Tax” or “Taxes” means any federal, state, local, or non-U.S. income, gross receipts, capital stock, franchise, profits, withholding, social security, unemployment, disability, real property, ad valorem, personal property, stamp, excise, occupation, sales, use, transfer, value added, alternative minimum, or estimated tax, in each case, imposed by any Governmental Body, including any interest, penalty or additions to tax with respect thereto.

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

“Tax Return” means any return, claim for refund, report, statement, or information return relating to Taxes required to be filed with a Governmental Body in connection with the determination, assessment or collection of any Tax, including any schedule or attachment thereto and any amendment thereof.

“Transaction Agreements” means this Agreement and any other agreements, instruments, or documents entered into pursuant to this Agreement.

“Transactions” means the transactions contemplated by this Agreement and the other Transaction Agreements.

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Section 11.3 Rules of Interpretation. Unless otherwise expressly provided in this Agreement, the following will apply to this Agreement, the Schedules and any Transaction Agreement.

(a) 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 in this Agreement are references to Sections, clauses, Schedules and Exhibits in or to this Agreement, unless otherwise specified. All Exhibits and Schedules annexed to this Agreement or referred to in this Agreement are incorporated in and made a part of this Agreement as if set forth in full in this Agreement. Any capitalized terms used but not defined in any Schedule or Exhibit shall be defined as set forth in this Agreement.

(b) Whenever the words “include,” “includes” or “including” are used in this Agreement, they will be deemed to be followed by the words “without limitation,” whether or not such words are actually included. Where the context permits, the use of the term “or” will be equivalent to the use of the term “and/or.”

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

(d) 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, such period will end on the next succeeding Business Day.

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

(f) 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. “May” is permissive.

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

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

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

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

(k) Any reference to any particular Bankruptcy Code or Tax 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 in this Agreement, with respect to any violation of or non-compliance with, or alleged violation of or non-compliance, with any Bankruptcy Code or Tax Code section or Law, the reference to such Bankruptcy Code or Tax Code section or Law means such Bankruptcy Code or Tax Code section or Law as in effect at the time of such violation or non-compliance or alleged violation or non-compliance.

(l) A reference to any Party to this Agreement or any other agreement or document shall include such Party's successors and assigns, but only if such successors and assigns are not prohibited by this Agreement.

(m) A reference to a Person in a particular capacity excludes such Person in any other capacity or individually.

[Signature pages follow.]

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.

PURCHASER:

AWS CLAIRE'S, LLC

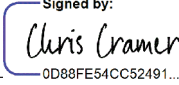
By: 
Name: Lawrence S. Berger
Title: Authorized Signatory

[SIGNATURE PAGE TO ASSET PURCHASE AGREEMENT]

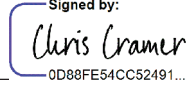
SELLERS

PARENT:

CLAIRE'S HOLDINGS LLC

By:  Signed by:
0D88FE54CC52491...
Name: Chris Cramer
Title: Chief Executive Officer

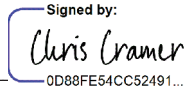
CLAIRE'S STORES, INC.

By:  Signed by:
0D88FE54CC52491...
Name: Chris Cramer
Title: Chief Executive Officer

CLAIRE'S BOUTIQUES, INC.

By:  Signed by:
0D88FE54CC52491...
Name: Chris Cramer
Title: Chief Executive Officer

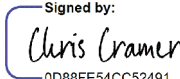
BMS DISTRIBUTING CORP.

By:  Signed by:
0D88FE54CC52491...
Name: Chris Cramer
Title: Chief Executive Officer

CBI DISTRIBUTING CORP.

By:  Signed by:
0D88FE54CC52491...
Name: Chris Cramer
Title: Chief Executive Officer

CLAIRE'S CANADA CORP.

By:  _____
Name: Chris Cramer
Title: Chief Executive Officer

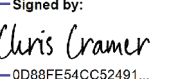
CLAIRE'S PUERTO RICO CORP.

By:  _____
Name: Chris Cramer
Title: Chief Executive Officer

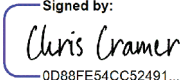
CLAIRE'S STORES CANADA CORP.

By:  _____
Name: Chris Cramer
Title: Chief Executive Officer

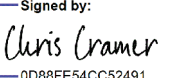
CLAIRE'S SWISS HOLDINGS LLC

By:  _____
Name: Chris Cramer
Title: Chief Executive Officer

CLSIP LLC

By:  _____
Name: Chris Cramer
Title: Chief Executive Officer

CLSIP HOLDINGS LLC

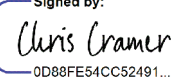
By:  _____
Name: Chris Cramer
Title: Chief Executive Officer

CSI CANADA LLC

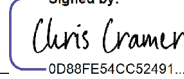
Signed by:

By: _____
Name: Chris Cramer
Title: Chief Executive Officer

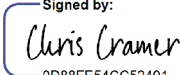
CLAIRE'S INTELLECTUAL LLC

Signed by:

By: _____
Name: Chris Cramer
Title: Chief Executive Officer

CLAIRE'S SWISS HOLDINGS II LLC

Signed by:

By: _____
Name: Chris Cramer
Title: Chief Executive Officer

**CLAIRE'S GIBRALTAR HOLDINGS
LLC**

Signed by:

0D88FE54CC52491...

By: _____

Name: Chris Cramer

Title: Chief Executive Officer

**CLAIRE'S (GIBRALTAR) HOLDINGS
LIMITED**

Signed by:
Chris Cramer
0D88FE54CC52491...

By: _____

Name: Chris Cramer

Title: Chief Executive Officer

EXHIBIT A

FORM OF BILL OF SALE AND ASSIGNMENT AND ASSUMPTION AGREEMENT

[See attached.]

BILL OF SALE AND ASSIGNMENT AND ASSUMPTION AGREEMENT

This BILL OF SALE AND ASSIGNMENT AND ASSUMPTION AGREEMENT (this “Agreement”) is made as of [●], 2025, by and between (i) Claire’s Holdings LLC, a Delaware limited liability company (“Parent”) and the Subsidiaries of Parent that are indicated on the signature pages attached hereto (together with Parent, each an “Assignor” and collectively “Assignors”), and (ii) AWS Claire’s, LLC, a Delaware limited liability company (the “Assignee” and, together with the Assignors, the “Parties”).

W I T N E S S E T H

WHEREAS, the Assignee, the Assignors and certain other parties have entered into that certain Asset Purchase Agreement, dated as of August 18, 2025 (as it may be amended from time to time, the “Purchase Agreement”) (capitalized terms used but not otherwise defined in this Agreement will have the meanings given to such terms in the Purchase Agreement);

WHEREAS, the Assignors directly or indirectly own the Acquired Assets; and

WHEREAS, pursuant to the Purchase Agreement, each of the Assignors shall, among other things, sell, convey, transfer, assign and deliver to the Assignee, and the Assignee shall purchase, acquire and accept from each of the Assignors, at the Closing, all right, title and interest of the applicable Assignor in, to and under the applicable Acquired Assets, wherever located, free and clear of any Encumbrances and Liabilities other than Permitted Encumbrances and Assumed Liabilities, and to assume the Assumed Liabilities, in each case on the terms and subject to the conditions set forth in the Purchase Agreement.

NOW, THEREFORE, subject to the terms and conditions set forth in the Purchase Agreement and in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

Section 1. Sale and Assignment. Effective as of the Closing, each of the Assignors hereby irrevocably and unconditionally sells, conveys, transfers, assigns and delivers to the Assignee, free and clear of any Encumbrances and Liabilities, other than Permitted Encumbrances and Assumed Liabilities, all of its and their respective right, title and interest in, to and under the applicable Acquired Assets (including, with respect to Intellectual Property included in the applicable Acquired Assets, all rights to sue for past, present, and future infringement, misappropriation, or violation thereof).

Section 2. Purchase and Assumption. Effective as of the Closing, the Assignee hereby irrevocably and unconditionally acquires, purchases and accepts all of the Assignors’ right, title and interest in, to and under all of the Acquired Assets and assumes and undertakes to pay, satisfy, perform and discharge all Assumed Liabilities when due. It is expressly agreed that the Assignors shall retain, and the Assignee shall not assume, any of the Excluded Liabilities, which shall remain the sole responsibility of the applicable Assignor.

Section 3. Integration. This Agreement, together with the Purchase Agreement, the Confidentiality Agreement and the other Transaction Agreements, contain the entire agreement of the Parties respecting the sale and purchase of the Acquired Assets and the Assumed Liabilities

and the Transactions and supersedes all prior agreements and documents among the Parties respecting the sale and purchase of the Acquired Assets and the Assumed Liabilities and the Transactions. 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 other Transaction Agreements 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 of this Agreement or the intent of the Parties, and will be deemed joint work product of the Parties. In the event of any conflict or other difference between the Purchase Agreement and this Agreement, the provisions of the Purchase Agreement shall control.

Section 4. Descriptive Headings. 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 of this Agreement.

Section 5. Notice. Except as otherwise expressly provided in this Agreement, 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 (having obtained electronic delivery confirmation of such transmittal), if delivered by 5:00 P.M. Central Time of the recipient on a Business Day and otherwise on the following 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 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.

Address for Notice:

If to Assignors, to:

Claire's Holdings LLC
2400 West Central Road
Hoffman Estates, IL 60192
Attention: Brendan McKeough
Email: Brendan.McKeough@Claire's.com

with copies to (which shall not constitute notice):

Kirkland & Ellis LLP
601 Lexington Avenue
New York, NY 10022
Attention: Shawn O'Hargan, P.C.
Keli Huang
Email: sohargan@kirkland.com
keli.huang@kirkland.com

If to Assignee, to:

c/o Ames Watson, LLC
6100 Merriweather Drive, Suite 550
Columbia, MD 21044
Attention: Lawrence Berger
Email: lberger@ameswatson.com

with a copy to (which shall not constitute notice):

Paul Hastings LLP
2050 M Street, NW
Washington, DC 20036
Attention: Alan Noskow
Email: alannoskow@paulhastings.com

Section 6. Assignment. Neither this Agreement nor any of the rights or obligations in this Agreement may be assigned or delegated without the prior written consent of Assignors and Assignee, and any attempted assignment or delegation without such prior written consent shall be null and void.

Section 7. Purchase Agreement Provisions. Each of Sections 10.5 (*Amendment and Waiver*), 10.8 (*Severability*), 10.13 (*Jurisdiction and Exclusive Venue*), 10.14 (*Governing Law; Waiver of Jury Trial*), 10.16 (*Counterparts and PDF*) and 11.3 (*Rules of Interpretation*) of the Purchase Agreement shall apply mutatis mutandis to this Agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the undersigned has caused this Agreement to be executed by the signature of its duly authorized officer as of the date first above written.

ASSIGNEE:

AWS CLAIRE'S, LLC

By: _____
Name:
Title:

ASSIGNORS:

CLAIRE'S HOLDINGS LLC

By: _____
Name:
Title:

[OTHER ASSIGNORS TO COME]

By: _____
Name:
Title:

EXHIBIT B

FORM OF IP ASSIGNMENT AGREEMENT

[See attached.]

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this “IP Assignment”), entered into as of [●], 2025 (the “Effective Date”), by and among each entity that is a signatory to this IP Agreement (each, an “Assignor”), on the one hand, and AWS Claire’s, LLC, a Delaware limited liability company (“Assignee”), on the other hand. Each Assignor and Assignee are individually referred to herein as a “Party,” and collectively as the “Parties.” Capitalized terms used but not defined herein have the meanings given to them in the Purchase Agreement (as defined below).

RECITALS

WHEREAS, on August 18, 2025, Claire’s Holdings LLC, a Delaware limited liability company, the parent of the Assignors (“Seller”), and Assignee entered into that certain Asset Purchase Agreement (as amended, supplemented or otherwise modified from time to time, the “Purchase Agreement”), pursuant to which, among other things, Seller has agreed to sell, transfer, assign, convey, and deliver, or cause to be sold, transferred, assigned, conveyed and delivered, to Assignee, the Acquired Intellectual Property, including the Acquired Intellectual Property set forth on Attachment A attached hereto;

WHEREAS, Assignee wishes to purchase, acquire and accept from each Assignor, all of each Assignor’s right, title and interest in and to the Acquired Intellectual Property;

WHEREAS, to the extent any of the trademarks are currently pending U.S. applications with an intent-to-use filing basis, each applicable Assignor acknowledges that Assignee is the successor of that portion of such Assignor’s business to which the trademarks in such applications pertain; and

WHEREAS, in connection with the Closing, each Assignor and Assignee desire to execute and deliver this IP Assignment pursuant to, and in accordance with, Section 2.4(b) and 2.5(c) of the Purchase Agreement.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, Assignors and Assignee hereby agree as follows:

AGREEMENT

1. Transfer of Acquired Intellectual Property. Upon the terms and subject to the conditions of the Purchase Agreement, on the date hereof, each Assignor does hereby irrevocably sell, transfer, assign, convey and deliver to Assignee, and Assignee does hereby unconditionally purchase, acquire and accept: (a) all of each Assignor’s right, title and interest in and to the Acquired Intellectual Property, including as set forth on Attachment A hereto; (b) all royalties and proceeds now or hereafter due or payable to such Assignor with respect to any of the Acquired Intellectual Property; and (c) all rights of such Assignor to sue and recover for past, present and future infringements, dilutions, misappropriations of, or other conflicts with, the Acquired

Intellectual Property and any and all corresponding rights that, now or hereafter, may be secured throughout the world.

2. Proxy Service and Electronic Transfer for Domain Names. Each Assignor hereby authorizes and requests, or will cause any proxy service that registered any of the domain names included in the Acquired Intellectual Property on each Assignor's behalf to authorize or request, the applicable registration authority to transfer such domain names from each Assignor or such proxy service, as the case may be, to Assignee. Each Assignor agrees to cooperate with Assignee at Assignee's cost and expense to initiate and complete the transfer process in relation to such domain names electronically from each such Assignor's account to Assignee's account and servers.

3. Further Assurances. Upon the reasonable written request of Assignee, each Assignor agrees, at Assignee's cost and expense, to provide any further necessary documentation and take such other actions reasonably requested by Assignee to confirm and perfect title in and to the registered Acquired Intellectual Property owned by each such Assignor in Assignee, including executing as soon as reasonably practicable any deeds, agreements or other documents required by Assignee to effect registration or recordal of the assignment of any such registered Acquired Intellectual Property to the Assignee in any jurisdiction. Each Assignor hereby authorizes the Commissioner for Patents and the Commissioner for Trademarks in the United States Patent and Trademark Office and any other Governmental Body (which, for the purposes of this IP Assignment, includes national or supra-national intellectual property offices and registries) to record and register this IP Assignment upon request by Assignee.

4. Binding Effect; Relationship to Purchase Agreement; Entire Agreement. This IP Assignment is made pursuant to, and is subject to the terms of, the Purchase Agreement. Nothing in this IP Assignment, express or implied, is intended to or shall be construed to modify, expand or limit in any way the terms of, or alter any right, liability or obligation arising under, the Purchase Agreement. To the extent that any provision of this IP Assignment conflicts or is inconsistent with the terms of the Purchase Agreement, the Purchase Agreement shall govern. This IP Assignment, together with the Purchase Agreement and the other agreements described in the Purchase Agreement, constitutes the entire understanding of the parties with respect to the subject matter hereof and thereof, and supersedes any prior agreements or understanding, written or oral, between the parties with respect to such subject matter.

5. Governing Law. This IP Assignment shall be governed by and construed in accordance with the Laws of the State of Delaware applicable to agreements made and to be performed entirely within such State, without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction).

6. Counterparts. This IP Assignment may be executed in any number of duplicate counterparts (including by means of .pdf format), each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

Signature pages follow

IN WITNESS WHEREOF, Each Assignor and Assignee have executed and delivered this IP Assignment as of the day and year first above written.

Assignors:

CLAIRE'S HOLDINGS LLC

By: _____
Name:
Title:

[OTHER ASSIGNORS TO COME]

By: _____
Name:
Title:

Attachment A-1¹

Trademarks

¹ Final schedule to be confirmed between the parties.

Country	Trademark	App. No.	App. Date	Reg. No.	Reg. Date	Status	Owner
Algeria	CLAIRE'S	DZ/T/2017/005865	26-Dec-2017	106934	06-Jan-2020	Registered	CBI Distributing Corp.
Algeria	ICING	DZ/T/2017/005866	26-Dec-2017	105053	12-Jun-2019	Registered	CBI Distributing Corp.
Angola	CLAIRE'S	62035	09-Oct-2019			Published	CBI Distributing Corp.
Angola	CLAIRE'S	62032	09-Oct-2019			Published	CBI Distributing Corp.
Angola	CLAIRE'S	62034	09-Oct-2019			Published	CBI Distributing Corp.
Angola	CLAIRE'S	62033	09-Oct-2019			Published	CBI Distributing Corp.
Argentina	CLAIRE'S	3263096	11-Jul-2013	2780180	14-Jan-2016	Registered	CBI Distributing Corp.
Argentina	CLAIRE'S	3263097	11-Jul-2013	2780181	14-Jan-2016	Registered	CBI Distributing Corp.
Argentina	CLAIRE'S	3263099	11-Jul-2013	2780182	14-Jan-2016	Registered	CBI Distributing Corp.
Armenia	CLAIRE'S	A0002512	09-Sep-2005	872750	09-Sep-2005	Registered	CBI Distributing Corp.
Australia	CLAIRE'S	A0002512	09-Sep-2005	872750	09-Sep-2005	Registered	CBI Distributing Corp.
Bahrain	CLAIRE'S	45255	22-Aug-2005	45255	02-Apr-2008	Registered	CBI Distributing Corp.
Bahrain	ICING	118505	02-Feb-2017	118505	23-Oct-2017	Registered	CBI Distributing Corp.
Bahrain	ICING	118506	02-Feb-2017	118506	23-Oct-2017	Registered	CBI Distributing Corp.
Bahrain	ICING	118507	02-Feb-2017	118507	23-Oct-2017	Registered	CBI Distributing Corp.
Bahrain	ICING	118508	02-Feb-2017	118508	23-Oct-2017	Registered	CBI Distributing Corp.
Belarus	CLAIRE'S	A0002512	09-Sep-2005	872750	09-Sep-2005	Registered	CBI Distributing Corp.
Belize	CLAIRE'S		27-Aug-2007	4849.07	05-Dec-2007	Registered	CBI Distributing Corp.
Botswana	CLAIRE'S	A0050104	30-Apr-2015	1263860	10-Mar-2017	Registered	CBI Distributing Corp.

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Brazil	CLAIRE'S in block logo	907789056	03-Jun-2014	907789056	27-Dec-2016	Registered	CBI Distributing Corp.
Brazil	CLAIRE'S	840527373	27-May-2013	840527373	23-Feb-2016	Registered	CBI Distributing Corp.
Brazil	CLAIRE'S	840527403	27-May-2013	840527403	23-Feb-2016	Registered	CBI Distributing Corp.
Brazil	CLAIRE'S	840527438	27-May-2013	840527438	23-Feb-2016	Registered	CBI Distributing Corp.
Brazil	CLAIRE'S	819044059	07-Feb-1996	819044059	31-Oct-2000	Registered	CBI Distributing Corp.
Bulgaria	CLAIRE'S	A0002512	09-Sep-2005	872750	09-Sep-2005	Registered	CBI Distributing Corp.
Canada	CLAIRE'S	0767179	25-Oct-1994	TMA446820	25-Aug-1995	Registered	CBI Distributing Corp.
Canada	CLAIRE'S	0784728	07-Jun-1995	TMA481401	22-Aug-1997	Registered	CBI Distributing Corp.
Canada	CLAIRE'S ACCESSORIES	866818	16-Jan-1998	TMA552904	24-Oct-2001	Registered	CBI Distributing Corp.
Canada	CLAIRE'S ACCESSORIES	0767178	25-Oct-1994	TMA450271	17-Nov-1995	Registered	CBI Distributing Corp.
Canada	CLAIRE'S ACCESSORIES & Design	888010	20-Aug-1998	TMA537106	14-Nov-2000	Registered	CBI Distributing Corp.
Canada	CLAIRE'S CLUB	1176845	02-May-2003	TMA667768	14-Jul-2006	Registered	CBI Distributing Corp.
Canada	CLAIRE'S REWARDS	2043756	04-Aug-2020	TMA1270856	22-Nov-2024	Registered	CBI Distributing Corp.
Canada	ICING	1226822	12-Aug-2004	TMA711637	11-Apr-2008	Registered	CBI Distributing Corp.
Canada	ICING BY CLAIRE'S	1219372	07-Jun-2004	TMA678667	20-Dec-2006	Registered	CBI Distributing Corp.
Canada	PIERCED BY CLAIRE'S	2201085	28-Jul-2022	TMA1238630	14-Jun-2024	Registered	CBI Distributing Corp. and CLSIP LLC
Canada	RAPID	1948961	28-Feb-2019	TMA1311280	06-May-2025	Registered	CBI Distributing Corp.
Canada	THE ICING	696492	02-Jan-1992	TMA404349	30-Oct-1992	Registered	CBI Distributing Corp.

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Chile	CLAIRE'S	946865	30-Mar-2011	947879	05-Apr-2012	Registered	CBI Distributing Corp.
China (People's Republic)	CLAIRE'S	8662114	13-Sep-2010	8662114	14-Aug-2014	Registered	CBI Distributing Corp.
China (People's Republic)	CLAIRE'S	200614716	09-Sep-2005	872750	28-Jul-2008	Registered	CBI Distributing Corp.
China (People's Republic)	CLAIRE'S	10608653	13-Mar-2012	10608653	07-Sep-2014	Registered	CBI Distributing Corp.
China (People's Republic)	CLAIRE'S	10608652	13-Mar-2012	10608652	21-Mar-2016	Registered	CBI Distributing Corp.
China (People's Republic)	CLAIRE'S	10608650	13-Mar-2012	10608650	21-Aug-2014	Registered	CBI Distributing Corp.
China (People's Republic)	CLAIRE'S	10608648	13-Mar-2012	10608648	21-May-2016	Registered	CBI Distributing Corp.
China (People's Republic)	CLAIRE'S	6711303	09-May-2008	6711303	06-Jan-2013	Registered	CBI Distributing Corp.
China (People's Republic)	CLAIRE'S	10608651	13-Mar-2012	10608651	07-May-2013	Registered	CBI Distributing Corp.
China (People's Republic)	CLAIRE'S	25133655	05-Jul-2017	25133655	07-Jul-2018	Registered	CBI Distributing Corp.
China (People's Republic)	CLAIRE'S	25133605	05-Jul-2017	25133605	07-Jul-2018	Registered	CBI Distributing Corp.
China (People's Republic)	CLAIRE'S	35730848	04-Jan-2019	35730848	21-Feb-2021	Registered	CBI Distributing Corp.
China (People's Republic)	CLAIRE'S	35730847	04-Jan-2019	35730847	07-Sep-2022	Registered	CBI Distributing Corp.

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China (People's Republic)	CLAIRE'S	35730846	04-Jan-2019	35730846	07-Feb-2020	Registered	CBI Distributing Corp.
China (People's Republic)	CLAIRE'S	42288942	13-Nov-2019	42288942	07-Jan-2021	Registered	CBI Distributing Corp.
China (People's Republic)	CLAIRE'S	42288940	13-Nov-2019	42288940	07-Jan-2021	Registered	CBI Distributing Corp.
China (People's Republic)	CLAIRE'S	42288941	13-Nov-2019	42288941	14-Feb-2021	Registered	CBI Distributing Corp.
China (People's Republic)	CLAIRE'S	35730847A	04-Jan-2019	35730847 A	07-Jul-2020	Registered	CBI Distributing Corp.
China (People's Republic)	CLAIRE'S	56982562	17-Jun-2021			Published	CBI Distributing Corp.
China (People's Republic)	CLAIRE'S	62344765	24-Jan-2022			Published	CBI Distributing Corp.
China (People's Republic)	COPYRIGHT: Retro Rainbow Unicorn design		22-Jan-2018	2018-F-00420166	22-Jan-2018	Registered	CBI Distributing Corp.
China (People's Republic)	COPYRIGHT: Unicorn Phone Case design China copyright (Magical unicorn)		17-Apr-2015	2017-F-00402984	21-Nov-2017	Registered	CBI Distributing Corp.
China (People's Republic)	ICING	6538117	30-Jan-2008	6538117	21-Aug-2010	Registered	CBI Distributing Corp.
China (People's Republic)	ICING	10715963	01-Apr-2012	10715963	14-Jul-2013	Registered	CBI Distributing Corp.
China (People's Republic)	ICING	11358778	16-Aug-2012	11358778	14-Feb-2014	Registered	CBI Distributing Corp.

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China (People's Republic)	ICING	6538116	30-Jan-2008	6538116	28-Mar-2010	Registered	CBI Distributing Corp.
China (People's Republic)	ICING	5278540	10-Apr-2006	5278540	28-Jul-2009	Registered	CBI Distributing Corp.
China (People's Republic)	ICING	35730845	04-Jan-2019	35730845	14-Sep-2019	Registered	CBI Distributing Corp.
China (People's Republic)	ICING	35730844	04-Jan-2019	35730844	28-Aug-2019	Registered	CBI Distributing Corp.
China (People's Republic)	ICING	35730843	04-Jan-2019	35730843	07-Mar-2020	Registered	CBI Distributing Corp.
China (People's Republic)	KE LAI ER SI (CLAIRES In Chinese Characters)	11231745	20-Jul-2012	11231745	07-Jan-2014	Registered	CBI Distributing Corp.
China (People's Republic)	KE LAI ER SI (CLAIRES In Chinese Characters)	11231742	20-Jul-2012	11231742	14-Dec-2013	Registered	CBI Distributing Corp.
China (People's Republic)	KE LAI ER SI (CLAIRES In Chinese Characters)	11231741	20-Jul-2012	11231741	14-Dec-2013	Registered	CBI Distributing Corp.
China (People's Republic)	KE LAI ER SI (CLAIRES In Chinese Characters)	11231739	20-Jul-2012	11231739	14-Dec-2013	Registered	CBI Distributing Corp.
China (People's Republic)	KE LAI ER SI (CLAIRES In Chinese Characters)	11231738	20-Jul-2012	11231738	14-Dec-2013	Registered	CBI Distributing Corp.
China (People's Republic)	KE LAI ER SI (CLAIRES In Chinese Characters)	11231737	20-Jul-2012	11231737	14-Dec-2013	Registered	CBI Distributing Corp.

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China (People's Republic)	KE LAI ER SI (CLAIRES In Chinese Characters)	11231744	20-Jul-2012	11231744	14-Dec-2013	Registered	CBI Distributing Corp.
China (People's Republic)	KE LAI ER SI (CLAIRES In Chinese Characters)	11231743	20-Jul-2012	11231743	14-Dec-2013	Registered	CBI Distributing Corp.
China (People's Republic)	KE LAI ER SI (CLAIRES In Chinese Characters)	25133604	05-Jul-2017	25133604	07-Jul-2018	Registered	CBI Distributing Corp.
China (People's Republic)	KE LAI ER SI (CLAIRES In Chinese Characters)	25133603	05-Jul-2017	25133603	07-Jul-2018	Registered	CBI Distributing Corp.
China (People's Republic)	KE LAI ER SI (CLAIRES In Chinese Characters)	36973223	21-Mar-2019	36973223	21-Nov-2019	Registered	CBI Distributing Corp.
Colombia	CLAIRE'S	96000899	11-Jan-1996	192406	23-Dec-1996	Registered	CBI Distributing Corp.
Colombia	CLAIRE'S	2004028233		330360	28-Nov-2006	Registered	CBI Distributing Corp.
Colombia	CLAIRE'S	2012.039.454	06-Mar-2012	462741	30-Nov-2012	Registered	CBI Distributing Corp.
Colombia	CLAIRE'S	2012.039.456	06-Mar-2012	461450	28-Sep-2012	Registered	CBI Distributing Corp.
Colombia	CLAIRE'S	2012.039.457	06-Mar-2012	459364	25-Oct-2012	Registered	CBI Distributing Corp.
Costa Rica	CLAIRE'S	2007-10262	20-Jul-2007	178034	25-Jul-2008	Registered	CBI Distributing Corp.
Costa Rica	CLAIRE'S	2012-2336	09-Mar-2012	223014	07-Dec-2012	Registered	CBI Distributing Corp.
Costa Rica	CLAIRE'S	2012-2335	09-Mar-2012	223016	07-Dec-2012	Registered	CBI Distributing Corp.
Costa Rica	CLAIRE'S	2012-2334	09-Mar-2012	223017	07-Dec-2012	Registered	CBI Distributing Corp.

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Curacao	CLAIRE'S	D-170309	02-Nov-2017	18613	13-Dec-2017	Registered	CBI Distributing Corp.
Dominican Republic	CLAIRE'S	2013-5325	10-Dec-2012	203520	17-May-2013	Registered	CBI Distributing Corp.
Ecuador	CLAIRE'S	240668	26-Jan-2011	2823-11	16-Sep-2011	Registered	CBI Distributing Corp.
Ecuador	CLAIRE'S	2012-15201	01-Apr-2012	6714-12	27-Jul-2012	Registered	CBI Distributing Corp.
Ecuador	CLAIRE'S	2012-15202	01-Apr-2012	5292-12	29-Jun-2012	Registered	CBI Distributing Corp.
Ecuador	CLAIRE'S	2012-15204	01-Apr-2012	5294-12	29-Jun-2012	Registered	CBI Distributing Corp.
Ecuador	CLAIRE'S	2012-15205	01-Apr-2012	5295-12	29-Jun-2012	Registered	CBI Distributing Corp.
Egypt	CLAIRE'S	198659	25-Mar-2007	198659	25-May-2009	Registered	CBI Distributing Corp.
Egypt	ICING	319531	10-Jun-2015	319531	01-Feb-2017	Registered	CBI Distributing Corp.
Egypt	ICING	319532	10-Jun-2015	319532	01-Feb-2017	Registered	CBI Distributing Corp.
Egypt	ICING	319533	10-Jun-2015	319533	08-Jul-2020	Registered	CBI Distributing Corp.
Egypt	ICING	319530	10-Jun-2015	319530	01-Feb-2017	Registered	CBI Distributing Corp.
El Salvador	CLAIRE'S	E-68697/07	25-Jul-2007	207 Book 101	22-Feb-2008	Registered	CBI Distributing Corp.
European Union (Community)	CLAIRE'S	6584221	18-Jan-2008	6584221	19-Nov-2008	Registered	CBI Distributing Corp.
European Union (Community)	CLAIRE'S	76265	01-Apr-1996	76265	04-Nov-1998	Registered	CBI Distributing Corp.
European Union (Community)	CLAIRE'S	2846087	12-Sep-2002	2846087	16-Mar-2010	Registered	CBI Distributing Corp.
European Union (Community)	CLAIRE'S	18594237	05-Nov-2021	018594237	18-May-2022	Registered	CBI Distributing Corp.

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European Union (Community)	CLAIRE'S ACCESSORIES	235374	01-Apr-1996	235374	18-Nov-1998	Registered	CBI Distributing Corp.
European Union (Community)	CLAIRE'S ACCESSORIES	428417	09-Dec-1996	428417	18-Apr-2001	Registered	CBI Distributing Corp.
European Union (Community)	CLAIRE'S and circle A design	1862200	20-Sep-2000	1862200	21-Mar-2002	Registered	CBI Distributing Corp.
European Union (Community)	CLAIRE'S BOUTIQUES	235333	01-Apr-1996	235333	18-Nov-1998	Registered	CBI Distributing Corp.
European Union (Community)	CLAIRE'S CLUB	3140878	22-Apr-2003	3140878	29-Sep-2004	Registered	CBI Distributing Corp.
European Union (Community)	CLAIRE'S COLLECTION	76166	01-Apr-1996	76166	11-Nov-1998	Registered	CBI Distributing Corp.
European Union (Community)	CLAIRE'S REWARDS	18285494	05-Aug-2020	18285494	23-Dec-2020	Registered	CBI Distributing Corp.
European Union (Community)	CLAIRE'S, ETC.	235291	01-Apr-1996	235291	21-Jun-1999	Registered	CBI Distributing Corp.
European Union (Community)	CLAIRE'S...WE MAKE MEMORIES	017672833	10-Jan-2018	017672833	17-May-2018	Registered	CBI Distributing Corp.
European Union (Community)	ICING	12599891	13-Feb-2014	12599891	12-Aug-2014	Registered	CBI Distributing Corp.
European Union (Community)	ICING	002789154	03-Jun-2002	2789154	06-Oct-2003	Registered	CBI Distributing Corp.
European Union (Community)	ICING BY CLAIRE'S	6282859	17-Sep-2007	6282859	18-Jul-2008	Registered	CBI Distributing Corp.
European Union (Community)	ICINGS	426312	09-Dec-1996	426312	20-Jan-1999	Registered	CBI Distributing Corp.

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European Union (Community)	PIERCED BY CLAIRES	18734050	15-Jul-2022	018734050	25-Nov-2022	Registered	CBI Distributing Corp. and CLSIP LLC
European Union (Community)	PUCKER POPS	017982559	09-Nov-2018	017982559	14-Mar-2019	Registered	CBI Distributing Corp.
European Union (Community)	RAPID	18029604	01-Mar-2019	18029604	18-Jul-2019	Registered	CBI Distributing Corp.
European Union (Community)	THE ICING ACCESSORIES & DESIGN	426270	09-Dec-1996	426270	28-Jun-1999	Registered	CBI Distributing Corp.
France	CLAIRE	974739	20-Dec-1988	1504288	20-Dec-1988	Registered	CSI Luxembourg S.a.r.l.
France	CLEOPATRE and head design	885449	30-Oct-1987	1432997	30-Oct-1987	Registered	Claire's France
France	CLEOPATRE Stylized	885448	30-Oct-1987	1432996	30-Oct-1987	Registered	Claire's France
Georgia	CLAIRE'S	A0002512	09-Sep-2005	872750	09-Sep-2005	Registered	CBI Distributing Corp.
Guatemala	CLAIRE'S	M-5908-2007	18-Jul-2007	156393	29-Apr-2008	Registered	CBI Distributing Corp.
Guatemala	CLAIRE'S	2021-010535	19-Oct-2021	269466	23-Jun-2022	Registered	CBI Distributing Corp.
Guatemala	CLAIRE'S	2021-010537	19-Oct-2021	269467	23-Jun-2022	Registered	CBI Distributing Corp.
Guatemala	CLAIRE'S	2021-010536	19-Oct-2021	269468	23-Jun-2022	Registered	CBI Distributing Corp.
Honduras	CLAIRE'S	32447-2005	17-Nov-2005	11492	27-Jul-2006	Registered	CBI Distributing Corp.
Hong Kong	CLAIRE'S	300246276	08-Jul-2004	300246276	01-Dec-2004	Registered	CBI Distributing Corp.
Hong Kong	CLAIRE'S (Series)	301369701	22-Jun-2009	301369701	12-Jan-2010	Registered	CBI Distributing Corp.
Iceland	CLAIRE'S	A0002512	09-Sep-2005	872750	09-Sep-2005	Registered	CBI Distributing Corp.

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India	CLAIRE'S	1579528	17-Jul-2007	1579528	14-Jan-2010	Registered	CBI Distributing Corp.
India	CLAIRE'S	1375799	05-Aug-2005	1375799	28-Mar-2008	Registered	CBI Distributing Corp.
India	CLAIRE'S	2273273	27-Jan-2012	2273273	27-Jan-2012	Registered	CBI Distributing Corp.
India	CLAIRE'S	2273274	27-Jan-2012	2273274	27-Jan-2012	Registered	CBI Distributing Corp.
India	CLAIRE'S	2273272	27-Jan-2012	2273272	04-Jul-2018	Registered	CBI Distributing Corp.
India	CLAIRE'S	2273271	27-Jan-2012	2273271	27-Jan-2012	Registered	CBI Distributing Corp.
India	CLAIRE'S	2273270	27-Jan-2012	2273270	04-Jul-2018	Registered	CBI Distributing Corp.
India	CLAIRE'S	2273269	27-Jan-2012	2273269	27-Jan-2012	Registered	CBI Distributing Corp.
India	CLAIRE'S	2273268	27-Jan-2012	2273268	03-Jul-2018	Registered	CBI Distributing Corp.
Indonesia	CLAIRE'S	J002009000707	09-Jan-2009	IDM000403561	09-Dec-2013	Registered	CBI Distributing Corp.
Indonesia	CLAIRE'S	D002009000708	09-Jan-2009	IDM000269734	21-Sep-2010	Registered	CBI Distributing Corp.
Int'l Registration - Madrid Protocol Only	CLAIRE'S	A0002512	09-Sep-2005	872750	09-Sep-2005	Registered	CBI Distributing Corp.
Int'l Registration - Madrid Protocol Only	CLAIRE'S	A0050104	30-Apr-2015	1263860	10-Sep-2015	Registered	CBI Distributing Corp.
Israel	CLAIRE'S and circle A design	142605	05-Oct-2000	142605	05-Feb-2002	Registered	CBI DISTRIBUTING CORP.
Jamaica	BE THE MOST	86906	05-Jul-2022	86906	29-May-2023	Registered	CBI Distributing Corp. and CLSIP LLC

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Jamaica	CLAIRE'S		22-Mar-2011	57734	22-Mar-2011	Registered	CBI Distributing Corp.
Japan	CLAIRE'S in block logo	2007-122030	07-Dec-2007	5255217	07-Aug-2009	Registered	CBI Distributing Corp.
Japan	CLAIRE'S in block logo	H03-121316	22-Nov-1991	4077459	31-Oct-1997	Registered	CBI Distributing Corp.
Japan	CLAIRE'S			4173259	31-Jul-1998	Registered	CBI Distributing Corp.
Japan	CLAIRE'S	28786/1997	19-Mar-1997	4225283	25-Dec-1998	Registered	CBI Distributing Corp.
Japan	CLAIRE'S ACCESSORIES	H10-006311	28-Jan-1998	4384017	19-May-2000	Registered	CBI Distributing Corp.
Japan	CLAIRE'S and circle A design	H10-034715	27-Apr-1998	4316622	17-Sep-1999	Registered	CBI Distributing Corp.
Japan	CLAIRE'S in English and Katakana	H06-066742	04-Jul-1994	4068474	17-Oct-1997	Registered	CBI Distributing Corp.
Japan	CLAIRE'S in English and Katakana	H06-066745	04-Jul-1994	4227498	08-Jan-1999	Registered	CBI Distributing Corp.
Japan	CLAIRE'S in English and Katakana	H06-066744	04-Jul-1994	4173261	31-Jul-1998	Registered	CBI Distributing Corp.
Japan	CLAIRE'S in English and Katakana	H06-066743	04-Jul-1994	4173260	31-Jul-1998	Registered	CBI Distributing Corp.
Japan	Claire's in Katakana	2008-006670	31-Jan-2008	5254831	07-Aug-2009	Registered	CBI Distributing Corp.
Japan	Claire's in Katakana	H04-024574	09-Mar-1992	2661230	31-May-1994	Registered	CBI Distributing Corp.
Jordan	CLAIRE'S	81659	29-Aug-2005	81659	29-Aug-2005	Registered	CBI Distributing Corp.
Kazakhstan	CLAIRE'S	45046	28-Oct-2008	31855	17-May-2010	Registered	CBI Distributing Corp.
Kenya	CLAIRE'S	A0002512	09-Sep-2005	872750	09-Sep-2005	Registered	CBI Distributing Corp.
Korea, Republic of	CLAIRE'S	A0002512	13-Nov-2008	872750	31-Oct-2011	Registered	CBI Distributing Corp.

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Korea, Republic of	CLAIRE'S and circle A design	45-2010-0000326	27-Jan-2010	45-0043059	09-Jan-2013	Registered	CBI Distributing Corp.
Kuwait	CLAIRE'S	103209	14-May-2009	85943	14-May-2009	Registered	CBI Distributing Corp.
Kuwait	CLAIRE'S	103210	14-May-2009	89358	14-May-2009	Registered	CBI Distributing Corp.
Kuwait	CLAIRE'S	103211	14-May-2009	89359	14-May-2009	Registered	CBI Distributing Corp.
Kuwait	ICING	140052	16-May-2013	116290	16-May-2013	Registered	CBI Distributing Corp.
Kuwait	ICING	140053	16-May-2013	116882	16-May-2013	Registered	CBI Distributing Corp.
Kuwait	ICING	140054	16-May-2013	116883	16-May-2013	Registered	CBI Distributing Corp.
Kuwait	ICING	140055	16-May-2013	116884	16-May-2013	Registered	CBI Distributing Corp.
Lebanon	CLAIRE'S	95458	03-Oct-2003	95458	03-Oct-2003	Registered	CBI Distributing Corp.
Lebanon	ICING	75452	28-Sep-2017	181775	11-Oct-2017	Registered	CBI Distributing Corp.
Lesotho	CLAIRE'S	A0050104	30-Apr-2015	1263860	10-Sep-2016	Registered	CBI Distributing Corp.
Libya	CLAIRE'S	34533	25-Feb-2018			Pending	CBI Distributing Corp.
Libya	CLAIRE'S	34534	25-Feb-2018			Pending	CBI Distributing Corp.
Libya	CLAIRE'S	34535	25-Feb-2018			Pending	CBI Distributing Corp.
Libya	CLAIRE'S	34536	25-Feb-2018			Pending	CBI Distributing Corp.
Libya	ICING	34540	25-Feb-2018			Pending	CBI Distributing Corp.
Libya	ICING	34538	25-Feb-2018			Pending	CBI Distributing Corp.
Libya	ICING	34539	25-Feb-2018			Pending	CBI Distributing Corp.
Libya	ICING	34537	25-Feb-2018			Pending	CBI Distributing Corp.

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Liechtenstein	CLAIRE'S	A0002512	09-Sep-2005	872750	09-Sep-2005	Registered	CBI Distributing Corp.
Malaysia	CLAIRE'S	2012014317	22-Aug-2012	2012014317	11-Apr-2014	Registered	CBI Distributing Corp.
Malaysia	CLAIRE'S	009000351	09-Jan-2009	09000351	24-Jun-2010	Registered	CBI Distributing Corp.
Malaysia	CLAIRE'S	09000350	09-Jan-2009	09000350	11-Jun-2010	Registered	CBI Distributing Corp.
Malaysia	CLAIRE'S	09000349	09-Jan-2009	09000349	04-Jun-2010	Registered	CBI Distributing Corp.
Mexico	CLAIRE'S	768049	24-Feb-2006	970492	29-Jan-2007	Registered	CBI Distributing Corp.
Mexico	CLAIRE'S		22-Feb-1996	521186	26-Apr-1996	Registered	CBI Distributing Corp.
Mexico	CLAIRE'S	1246135	01-Feb-2012	1349996	22-Feb-2013	Registered	CBI Distributing Corp.
Mexico	CLAIRE'S	1246137	01-Feb-2012	1295890	10-Jul-2012	Registered	CBI Distributing Corp.
Mexico	CLAIRE'S	1376348	23-May-2013	1457103	26-May-2014	Registered	CBI Distributing Corp.
Mexico	CLAIRE'S	2791233	27-Jul-2022	2582455	03-Aug-2023	Registered	CBI Distributing Corp.
Mexico	CLAIRE'S	2791237	27-Jul-2022	2564677	26-Jun-2023	Registered	CBI Distributing Corp.
Mexico	CLAIRE'S	2791242	27-Jul-2022	2564678	26-Jun-2023	Registered	CBI Distributing Corp.
Mexico	CLAIRE'S ACCESSORIES		22-Feb-1996	525515	11-Jul-1996	Registered	CSL Inc.
Monaco	CLAIRE'S	A0002512	09-Sep-2005	872750	09-Sep-2005	Registered	CBI Distributing Corp.
Morocco	CLAIRE'S	190568	29-Dec-2017	190568	23-Mar-2018	Registered	CBI Distributing Corp.
Morocco	CLAIRE'S	A0002512	09-Sep-2005	872750	09-Sep-2005	Registered	CBI Distributing Corp.
Morocco	ICING	190569	29-Dec-2017	190569	23-Mar-2018	Registered	CBI Distributing Corp.
Namibia	CLAIRE'S	NA/T/2015/353	13-Mar-2015	NA/T/2015/00353	06-Sep-2021	Registered	CBI Distributing Corp.

Country	Trademark	App. No.	App. Date	Reg. No.	Reg. Date	Status	Owner
Namibia	CLAIRE'S	NA/T/2015/354	13-Mar-2015	NA/T/2015/00354	06-Sep-2021	Registered	CBI Distributing Corp.
Namibia	CLAIRE'S	NA/T/2015/355	13-Mar-2015	NA/T/2015/00355	06-Sep-2021	Registered	CBI Distributing Corp.
Namibia	CLAIRE'S	NA/T/2015/356	13-Mar-2015	NA/T/2015/00356	06-Sep-2021	Registered	CBI Distributing Corp.
New Zealand	CLAIRE'S and circle A design	806327	13-May-2009	806327	18-Nov-2009	Registered	CBI Distributing Corp.
Nicaragua	CLAIRE'S	2007-03394	21-Sep-2007	0802817 LM	10-Dec-2008	Registered	CBI Distributing Corp.
Nigeria	CLAIRE'S	F/TM/O/2014/33146	28-Oct-2014		28-Oct-2014	Registered	CBI Distributing Corp.
Nigeria	CLAIRE'S	F/TM/O/2014/33151	28-Oct-2014		28-Oct-2014	Registered	CBI Distributing Corp.
Nigeria	CLAIRE'S	F/TM/O/2014/33154	28-Oct-2014		28-Oct-2014	Registered	CBI Distributing Corp.
Nigeria	CLAIRE'S	F/TM/O/2014/33156	28-Oct-2014		28-Oct-2014	Registered	CBI Distributing Corp.
Norway	CLAIRE'S	200510164	30-Sep-2005	233273	14-Jun-2006	Registered	CBI Distributing Corp.
Norway	CLAIRE'S	A0002512	09-Sep-2005	872750	09-Sep-2005	Registered	CBI Distributing Corp.
Norway	CLAIRE'S	202116281	30-Nov-2021	322302	08-Jun-2022	Registered	CBI Distributing Corp.
Oman	CLAIRE'S	A0050104	30-Apr-2015	1263860	10-Mar-2017	Registered	CBI Distributing Corp.
Pakistan	CLAIRE'S	369853	08-Sep-2014	369853	12-Oct-2018	Registered	CBI Distributing Corp.
Panama	CLAIRE'S	165604-01	05-Oct-2007	165604	10-Jul-2008	Registered	CBI Distributing Corp.
Panama	CLAIRE'S	211198-01	17-Apr-2012	211198	01-Nov-2012	Registered	CBI Distributing Corp.
Panama	CLAIRE'S	211197-01	17-Apr-2012	211197	17-Apr-2012	Registered	CBI Distributing Corp.
Panama	CLAIRE'S	211200-01	17-Apr-2012	211200	17-Apr-2012	Registered	CBI Distributing Corp.
Paraguay	CLAIRE'S	1210538	06-Mar-2012	577278	12-Feb-2013	Registered	CBI Distributing Corp.

Country	Trademark	App. No.	App. Date	Reg. No.	Reg. Date	Status	Owner
Paraguay	CLAIRE'S	1210537	06-Mar-2012	579844	12-Aug-2013	Registered	CBI Distributing Corp.
Peru	CLAIRE'S	444335	24-Jan-2011	66528	13-May-2011	Registered	CBI Distributing Corp.
Philippines	CLAIRE'S	4-2012-010172	17-Aug-2012	4-2012-010172	08-Feb-2013	Registered	CBI Distributing Corp.
Poland	CLAIRE'S	Z-317853	10-Nov-2006	204878	10-Nov-2006	Registered	CBI Distributing Corp.
Qatar	CLAIRE'S	48479	02-Jan-2008	48479	25-Oct-2009	Registered	CBI Distributing Corp.
Qatar	ICING	100947	25-Oct-2015	100947	13-Oct-2016	Registered	CBI Distributing Corp.
Qatar	ICING	100948	25-Oct-2015	100948	13-Oct-2016	Registered	CBI Distributing Corp.
Qatar	ICING	100949	25-Oct-2015	100949	13-Oct-2016	Registered	CBI Distributing Corp.
Qatar	ICING	100950	25-Oct-2015	100950	13-Oct-2016	Registered	CBI Distributing Corp.
Romania	CLAIRE'S	A0002512	09-Sep-2005	872750	09-Sep-2005	Registered	CBI Distributing Corp.
Russian Federation	CLAIRE'S	A0002512	09-Sep-2005	872750	09-Sep-2005	Registered	CBI Distributing Corp.
Saudi Arabia	CLAIRE'S	171587	23-Aug-2011	143209874	12-Feb-2014	Registered	CSI Luxembourg S.a.r.l.
Saudi Arabia	ICING	1436016144	17-May-2015	1436016144	21-Sep-2015	Registered	CBI Distributing Corp.
Serbia	CLAIRE'S	Z-1406/13	19-Aug-2013	67601	06-Jun-2014	Registered	CBI Distributing Corp.
Singapore	CLAIRE'S	T06/01341I	09-Sep-2005	872750	30-Nov-2006	Registered	CBI Distributing Corp.
Singapore	CLAIRE'S	T06/01342G	09-Sep-2005	872750	30-Nov-2006	Registered	CBI Distributing Corp.
Singapore	CLAIRE'S	T06/01343E	09-Sep-2005	872750	30-Nov-2006	Registered	CBI Distributing Corp.
Singapore	CLAIRE'S	T06/01344CC	09-Sep-2005	872750	30-Nov-2006	Registered	CBI Distributing Corp.

Country	Trademark	App. No.	App. Date	Reg. No.	Reg. Date	Status	Owner
South Africa	CLAIRE'S	2009/05885	30-Mar-2009	2009/05885	12-Apr-2011	Registered	CBI Distributing Corp.
South Africa	CLAIRE'S	2009/05886	30-Mar-2009	2009/05886	12-Apr-2011	Registered	CBI Distributing Corp.
South Africa	CLAIRE'S	2004/09338	09-Jun-2004	2004/09338	28-Feb-2008	Registered	CBI Distributing Corp.
South Africa	CLAIRE'S	2014/28071	15-Oct-2014	2014/28071	16-Apr-2019	Registered	CBI Distributing Corp.
Switzerland	Circle A design	09926/2002	19-Nov-2002	517937	12-Feb-2004	Registered	CBI Distributing Corp.
Switzerland	CLAIRE'S	08554/2002	03-Oct-2002	507253	18-Feb-2003	Registered	CBI Distributing Corp.
Switzerland	CLAIRE'S ACCESSORIES	09924/2002	19-Nov-2002	507908	13-Mar-2003	Registered	CBI Distributing Corp.
Switzerland	CLAIRE'S and circle A design	009925/2002	19-Nov-2002	507888	27-Feb-2003	Registered	CBI Distributing Corp.
Switzerland	CLEOPATRE head design	02882/1988	27-Apr-1988	363006	27-Apr-1988	Registered	Claire's France Société française
Switzerland	CLEOPATRE Stylized	02883/1988	27-Apr-1988	363007	29-Jul-1988	Registered	Claire's France Société française
Switzerland	PIERCED BY CLAIRE'S	09508/2022	15-Jul-2022	784286	18-Jul-2022	Registered	CBI Distributing Corp. and CLSIP LLC
Syria	CLAIRE'S in block logo in color	4768	23-Jul-2019	154837	09-Dec-2020	Registered	CBI Distributing Corp.
Syria	CLAIRE'S	4765	23-Jul-2019	152682	19-Jul-2020	Registered	CBI Distributing Corp.
Syria	CLAIRE'S	4767	23-Jul-2019	150603	24-Dec-2019	Registered	CBI Distributing Corp.
Taiwan	CLAIRE'S	098006836	26-Feb-2009	01383039	16-Oct-2009	Registered	CBI Distributing Corp.
Taiwan	CLAIRE'S	102006958	05-Feb-2013	1636275	01-Apr-2014	Registered	CBI Distributing Corp.
Thailand	CLAIRE'S	718766	06-Jan-2009	TM320726	20-Aug-2010	Registered	CBI Distributing Corp.

Country	Trademark	App. No.	App. Date	Reg. No.	Reg. Date	Status	Owner
Thailand	CLAIRE'S	718765	06-Jan-2009	C 319893	16-Aug-2010	Registered	CBI Distributing Corp.
Thailand	CLAIRE'S	883800	04-Mar-2013	BOR68822	08-Dec-2015	Registered	CBI Distributing Corp.
Tunisia	CLAIRE'S	TN/E/2017/00884	20-Dec-2017	TN/E/2017/884	13-Feb-2019	Registered	CBI Distributing Corp.
Tunisia	ICING	TN/E/2017/00883	20-Dec-2017	TN/E/2017/883	13-Feb-2019	Registered	CBI Distributing Corp.
Turkiye	CLAIRE'S	136909/33	21-Nov-2003	200331890	21-Nov-2003	Registered	CBI Distributing Corp.
Turkiye	CLAIRE'S	2021/093437	25-Jun-2021			Appealed	CBI Distributing Corp.
Turkiye	ICING	2015/56543	01-Jul-2015	201556543	01-Jul-2015	Registered	CBI Distributing Corp.
Ukraine	CLAIRE'S	A0002512	09-Sep-2005	872750	09-Sep-2005	Registered	CBI Distributing Corp.
United Arab Emirates	CLAIRE'S	72840	03-Sep-2005	77515	14-Nov-2006	Registered	CBI Distributing Corp.
United Arab Emirates	ICING	191738	15-May-2013	191738	29-Apr-2015	Registered	CBI Distributing Corp.
United Arab Emirates	ICING	191740	15-May-2013	191740	29-Apr-2015	Registered	CBI Distributing Corp.
United Arab Emirates	ICING	191739	15-May-2013	191739	29-Apr-2015	Registered	CBI Distributing Corp.
United Arab Emirates	ICING	191737	15-May-2013	191737	29-Apr-2015	Registered	CBI Distributing Corp.
United Kingdom	CLAIRE'S	UK00906584221	18-Jan-2008	UK00906584221	19-Nov-2008	Registered	CBI Distributing Corp.
United Kingdom	CLAIRE'S	UK00900076265	01-Apr-1996	UK00900076265	04-Nov-1998	Registered	CBI Distributing Corp.
United Kingdom	CLAIRE'S	UK00902846087	12-Sep-2002	UK00902846087	16-Mar-2010	Registered	CBI Distributing Corp.
United Kingdom	CLAIRE'S	3718510	05-Nov-2021	UK00003718510	01-Apr-2022	Registered	CBI Distributing Corp.
United Kingdom	CLAIRE'S ACCESSORIES	UK00900235374	01-Apr-1996	UK00900235374	18-Nov-1998	Registered	CBI Distributing Corp.
United Kingdom	CLAIRE'S ACCESSORIES	UK00900428417	09-Dec-1996	UK00900428417	18-Apr-2001	Registered	CBI Distributing Corp.

Country	Trademark	App. No.	App. Date	Reg. No.	Reg. Date	Status	Owner
United Kingdom	CLAIRE'S and circle A design	UK00901862200	20-Sep-2000	UK00901862200	21-Mar-2002	Registered	CBI Distributing Corp.
United Kingdom	CLAIRE'S BOUTIQUES	UK00900235333	01-Apr-1996	UK00900235333	18-Nov-1998	Registered	CBI Distributing Corp.
United Kingdom	CLAIRE'S CLUB	UK00903140878	22-Apr-2003	UK00903140878	29-Sep-2004	Registered	CBI Distributing Corp.
United Kingdom	CLAIRE'S COLLECTION	UK00900076166	01-Apr-1996	UK00900076166	11-Nov-1998	Registered	CBI Distributing Corp.
United Kingdom	CLAIRE'S REWARDS	3519602	05-Aug-2020	3519602	20-Nov-2020	Registered	CBI Distributing Corp.
United Kingdom	CLAIRE'S, ETC.	UK00900235291	01-Apr-1996	UK00900235291	21-Jun-1999	Registered	CBI Distributing Corp.
United Kingdom	CLAIRE'S...WE MAKE MEMORIES	3281716	10-Jan-2018	3281716	13-Apr-2018	Registered	CBI Distributing Corp.
United Kingdom	CLAIRE'S...WE MAKE MEMORIES	UK00917672833	10-Jan-2018	UK00917672833	17-May-2018	Registered	CBI Distributing Corp.
United Kingdom	ICING	2284683	05-Nov-2001	2284683	29-Mar-2002	Registered	CBI Distributing Corp.
United Kingdom	ICING	UK00912599891	13-Feb-2014	UK00912599891	12-Aug-2014	Registered	CBI Distributing Corp.
United Kingdom	ICING	UK0092789154	22-Jul-2002	UK0092789154	06-Oct-2003	Registered	CBI Distributing Corp.
United Kingdom	ICING BY CLAIRE'S	UK00906282859	17-Sep-2007	UK00906282859	18-Jul-2008	Registered	CBI Distributing Corp.
United Kingdom	ICINGS	UK00900426312	09-Dec-1996	UK00900426312	20-Jan-1999	Registered	CBI Distributing Corp.
United Kingdom	PIERCED BY CLAIRE'S	3810063	15-Jul-2022	UK00003810063	04-Nov-2022	Registered	CBI Distributing Corp. and CLSIP LLC
United Kingdom	PUCKER POPS	3352163	09-Nov-2018	3352163	08-Mar-2019	Registered	CBI Distributing Corp.
United Kingdom	PUCKER POPS	UK00917982559	09-Nov-2018	UK00917982559	14-Mar-2019	Registered	CBI Distributing Corp.
United Kingdom	RAPID	3379807	01-Mar-2019	3379807	17-May-2019	Registered	CBI Distributing Corp.

Country	Trademark	App. No.	App. Date	Reg. No.	Reg. Date	Status	Owner
United Kingdom	RAPID	UK00918029604	01-Mar-2019	UK00918029604	18-Jul-2019	Registered	CBI Distributing Corp.
United Kingdom	THE ICING ACCESSORIES & DESIGN	UK00900426270	09-Dec-1996	UK00900426270	28-Jun-1999	Registered	CBI Distributing Corp.
United States of America	...IT'S AT CLAIRE'S	77/883682	01-Dec-2009	3817929	13-Jul-2010	Registered	CBI Distributing Corp. and CLSIP LLC
United States of America	BE THE MOST	97/704877	06-Dec-2022			Suspended	CBI Distributing Corp. and CLSIP LLC
United States of America	CDROP	97/064980	08-Oct-2021	6904910	22-Nov-2022	Registered	CBI Distributing Corp. and CLSIP LLC
United States of America	CLAIRE'S in block logo	77/560510	02-Sep-2008	3602239	07-Apr-2009	Registered	CBI Distributing Corp. and CLSIP LLC
United States of America	CLAIRE'S	74/518090	28-Apr-1994	1929317	24-Oct-1995	Registered	CBI Distributing Corp. and CLSIP LLC
United States of America	CLAIRE'S	74/517854	28-Apr-1994	1925359	10-Oct-1995	Registered	CBI Distributing Corp. and CLSIP LLC
United States of America	CLAIRE'S	74/517853	28-Apr-1994	1890335	18-Apr-1995	Registered	CBI Distributing Corp. and CLSIP LLC
United States of America	CLAIRE'S	74/512656	14-Apr-1994	1891172	25-Apr-1995	Registered	CBI Distributing Corp. and CLSIP LLC
United States of America	CLAIRE'S	78/149317	31-Jul-2002	3190839	02-Jan-2007	Registered	CBI Distributing Corp. and CLSIP LLC
United States of America	CLAIRE'S	78/269386	01-Jul-2003	2978984	26-Jul-2005	Registered	CBI Distributing Corp. and CLSIP LLC
United States of America	CLAIRE'S	78/975454	31-Jul-2002	2925470	08-Feb-2005	Registered	CBI Distributing Corp. and CLSIP LLC

Country	Trademark	App. No.	App. Date	Reg. No.	Reg. Date	Status	Owner
United States of America	CLAIRE'S	78/975455	31-Jul-2002	2908861	07-Dec-2004	Registered	CBI Distributing Corp. and CLSIP LLC
United States of America	CLAIRE'S	78/975445	31-Jul-2002	2951866	17-May-2005	Registered	CBI Distributing Corp. and CLSIP LLC
United States of America	CLAIRE'S	78/975446	31-Jul-2002	2908857	07-Dec-2004	Registered	CBI Distributing Corp. and CLSIP LLC
United States of America	CLAIRE'S	78/975448	31-Jul-2002	2996103	13-Sep-2005	Registered	CBI Distributing Corp. and CLSIP LLC
United States of America	CLAIRE'S	78/975449	04-Nov-2003	2908859	07-Dec-2004	Registered	CBI Distributing Corp. and CLSIP LLC
United States of America	CLAIRE'S	78/975452	31-Jul-2002	2967212	12-Jul-2005	Registered	CBI Distributing Corp. and CLSIP LLC
United States of America	CLAIRE'S	78/975453	04-Nov-2003	2900024	02-Nov-2004	Registered	CBI Distributing Corp. and CLSIP LLC
United States of America	CLAIRE'S	78/975382	01-Jul-2003	2974652	19-Jul-2005	Registered	CBI Distributing Corp. and CLSIP LLC
United States of America	CLAIRE'S	78/589527	17-Mar-2005	3319826	23-Oct-2007	Registered	CBI Distributing Corp. and CLSIP LLC
United States of America	CLAIRE'S	88/400541	24-Apr-2019			Suspended	CBI Distributing Corp. and CLSIP LLC
United States of America	CLAIRE'S ACCESSORIES	74/586876	18-Oct-1994	1946557	09-Jan-1996	Registered	CBI Distributing Corp. and CLSIP LLC
United States of America	CLAIRE'S ACCESSORIES	74/619578	10-Jan-1995	1956047	13-Feb-1996	Registered	CBI Distributing Corp. and CLSIP LLC
United States of America	CLAIRE'S ACCESSORIES & Design	75/331385	28-Jul-1997	2294937	30-Nov-1999	Registered	CBI Distributing Corp. and CLSIP LLC

Country	Trademark	App. No.	App. Date	Reg. No.	Reg. Date	Status	Owner
United States of America	CLAIRE'S and circle A design	76/064166	06-Jun-2000	2623039	24-Sep-2002	Registered	CBI Distributing Corp. and CLSIP LLC
United States of America	CLAIRE'S BOUTIQUES and design	73/653581	06-Apr-1987	1514045	22-Nov-1988	Registered	CBI Distributing Corp. and CLSIP LLC
United States of America	CLAIRE'S CLUB	78/172438	09-Oct-2002	2908191	07-Dec-2004	Registered	CBI Distributing Corp. and CLSIP LLC
United States of America	CLAIRE'S CLUB	78/975461	09-Oct-2002	2908862	07-Dec-2004	Registered	CBI Distributing Corp. and CLSIP LLC
United States of America	CLAIRE'S CLUB	78/975462	09-Oct-2002	2908863	07-Dec-2004	Registered	CBI Distributing Corp. and CLSIP LLC
United States of America	CLAIRE'S CLUB	78/975464	09-Oct-2002	2908865	07-Dec-2004	Registered	CBI Distributing Corp. and CLSIP LLC
United States of America	CLAIRE'S CLUB	78/975469	09-Oct-2002	2908868	07-Dec-2004	Registered	CBI Distributing Corp. and CLSIP LLC
United States of America	CLAIRE'S CLUB	78/975466	09-Oct-2002	2908866	07-Dec-2004	Registered	CBI Distributing Corp. and CLSIP LLC
United States of America	CLAIRE'S CLUB	78/554003	26-Jan-2005	3343775	27-Nov-2007	Registered	CBI Distributing Corp. and CLSIP LLC
United States of America	CLAIRE'S ETC.	75/057738	14-Feb-1996	2065959	27-May-1997	Registered	CBI Distributing Corp. and CLSIP LLC
United States of America	CLAIRE'S OUTLET	85/872707	11-Mar-2013	4610591	23-Sep-2014	Registered	CBI Distributing Corp. and CLSIP LLC
United States of America	EARPRINT	97/456673	14-Jun-2022			Allowed	CBI Distributing Corp. and CLSIP LLC
United States of America	ICING	77/473939	14-May-2008	3743653	02-Feb-2010	Registered	CLSIP LLC

Country	Trademark	App. No.	App. Date	Reg. No.	Reg. Date	Status	Owner
United States of America	ICING BY CLAIRE'S	78/618255	27-Apr-2005	3050863	24-Jan-2006	Registered	CBI Distributing Corp. and CLSIP LLC
United States of America	PIERCED BY CLAIRE'S	97/504575	15-Jul-2022			Allowed	CBI Distributing Corp. and CLSIP LLC
United States of America	PIERCED BY CLAIRE'S	97/976246	15-Jul-2022			Allowed	CBI Distributing Corp. and CLSIP LLC
United States of America	PUCKER POPS	87/630513	02-Oct-2017	5453482	24-Apr-2018	Registered	CBI Distributing Corp. and CLSIP LLC
United States of America	RAPID	88/321493	01-Mar-2019	5851032	03-Sep-2019	Registered	CBI Distributing Corp. and CLSIP LLC
United States of America	SENSITIVE SOLUTIONS	74/646373	13-Mar-1995	1951435	23-Jan-1996	Registered	CBI Distributing Corp. and CLSIP LLC
United States of America	THE ICING	77/329699	14-Nov-2007	3461876	08-Jul-2008	Registered	CLSIP LLC
United States of America	THE ICING	73/642264	20-Feb-1987	1466727	24-Nov-1987	Registered	CLSIP LLC
United States of America	THE ICING ACCESSORIES and design	75/201596	21-Nov-1996	2234841	23-Mar-1999	Registered	CLSIP LLC
United States of America	Trademark Clearinghouse Recordal for CLAIRE'S				05-Nov-2021	Registered	CBI Distributing Corp.
United States of America	Trademark Clearinghouse Recordal for ICING				05-Nov-2021	Registered	CBI Distributing Corp.
Uruguay	CLAIRE'S	432942	01-Mar-2012	545445	27-Dec-2012	Registered	CBI Distributing Corp.
Venezuela	CLAIRE'S	2012-003190	23-Feb-2012	P-347986	28-Jul-2015	Registered	CBI Distributing Corp.

Country	Trademark	App. No.	App. Date	Reg. No.	Reg. Date	Status	Owner
Venezuela	CLAIRE'S	2012-003191	23-Feb-2012			Published	CBI Distributing Corp.
Venezuela	CLAIRE'S	2012-003192	23-Feb-2012			Published	CBI Distributing Corp.
Venezuela	CLAIRE'S	2012-003193	23-Feb-2012	S-061612	01-Oct-2015	Registered	CBI Distributing Corp.
Vietnam	CLAIRE'S	4-2012-18297	17-Aug-2012	216702	18-Dec-2013	Registered	CBI Distributing Corp.
Vietnam	CLAIRE'S	4-2009-00377	08-Jan-2009	163209	09-May-2011	Registered	CBI Distributing Corp.
Zambia	CLAIRE'S	1503/2014	05-Nov-2014	1503/2014	03-Aug-2017	Registered	CBI Distributing Corp.
Zambia	CLAIRE'S	1502/2014	05-Nov-2014		05-Nov-2014	Registered	CBI Distributing Corp.
Zambia	CLAIRE'S	1504/2014	05-Nov-2014	1504/2014	03-Aug-2017	Registered	CBI Distributing Corp.
Iceland	CLAIRE'S	V0059818	31-JAN-2006	V0059818	15-MAY-2006	Registered	CBI Distributing Corp.
Mexico	CLAIRE'S	2791238	27-JUL-2022	N/A	N/A	Pending	CBI Distributing Corp.
Mexico	CLAIRE'S	2791241	27-JUL-2022	N/A	N/A	Pending	CBI Distributing Corp.
U.S. Federal	EARPRINT	97482990	30-JUN-2022	N/A	N/A	PENDING Intent to Use	CBI Distributing Corp.

Attachment A-2²

Domain Names

² Final schedule to be confirmed between the parties.

Domain	Owner
icingbyclaires.es	CBI Distributing Corp.
bijouxone.ch	CBI Distributing Corp.
clairesclub.ie	CBI Distributing Corp.
icingbyclaires.nl	CBI Distributing Corp.
claires.nl	CBI Distributing Corp.
claires.my	CBI Distributing Corp.
clairesstores.com.br	CBI Distributing Corp.
clairesclub.nl	CBI Distributing Corp.
werkenbijclaires.nl	CBI Distributing Corp.
clairesaccessories.nl	CBI Distributing Corp.
icings.cz	CBI Distributing Corp.
clairesclub.pl	CBI Distributing Corp.
icingbyclaires.com	CBI Distributing Corp.
clairesint.com	CBI Distributing Corp.
claires.boutique	CBI Distributing Corp.
clairesstores.com.mt	CBI Distributing Corp.
claires.com.kw	CBI Distributing Corp.
clairesstores.cz	CBI Distributing Corp.
claires.co.id	CBI Distributing Corp.
claires.com.gr	CBI Distributing Corp.
claires.quebec	CBI Distributing Corp.
icing.quebec	CBI Distributing Corp.
claires.kr	CBI Distributing Corp.
clairesstores.com.gr	CBI Distributing Corp.
icing.biz	CBI Distributing Corp.
clairestores.biz	CBI Distributing Corp.
claires.us	CBI Distributing Corp.
claires.eg	CBI Distributing Corp.
claires.pe	CBI Distributing Corp.
clairesglobalstyles.com	CBI Distributing Corp.
icingice.com	CBI Distributing Corp.
clairesglobalstyle.com	CBI Distributing Corp.
icings.pl	CBI Distributing Corp.
clairesstores.co.za	CBI Distributing Corp.
claires.dk	CBI Distributing Corp.
claires.om	CBI Distributing Corp.
clairesstores.dk	CBI Distributing Corp.
claires.at	CBI Distributing Corp.
claires.com.cn	CBI Distributing Corp.
clairesclub.be	CBI Distributing Corp.
claires.com.tr	CBI Distributing Corp.
clairesclub.at	CBI Distributing Corp.
claires.com.mx	CBI Distributing Corp.
icing.boutique	CBI Distributing Corp.
claires.ro	CBI Distributing Corp.
icing.hu	CBI Distributing Corp.
icings.hu	CBI Distributing Corp.

clairesstores.eu	CBI Distributing Corp.
theicing.us	CBI Distributing Corp.
icingbyclaires.be	CBI Distributing Corp.
icings.be	CBI Distributing Corp.
shimmerville.com	CBI Distributing Corp.
claires.asia	CBI Distributing Corp.
claires.de	CBI Distributing Corp.
clairesstylebook.com	CBI Distributing Corp.
claires.ua	CBI Distributing Corp.
clairesclub.com	CBI Distributing Corp.
claires.career	CBI Distributing Corp.
icing.career	CBI Distributing Corp.
clairesstores.com.ua	CBI Distributing Corp.
claires.com.ua	CBI Distributing Corp.
claires.ma	CBI Distributing Corp.
clairesstores.co.nz	CBI Distributing Corp.
clairesstores.com.ar	CBI Distributing Corp.
claires.ph	CBI Distributing Corp.
clairesstores.com.ph	CBI Distributing Corp.
claires.com.ph	CBI Distributing Corp.
clairesstores.ph	CBI Distributing Corp.
claires.be	CBI Distributing Corp.
claires.com.my	CBI Distributing Corp.
clairesclub.ch	CBI Distributing Corp.
claires.fr	CBI Distributing Corp.
clairesretail.com	CBI Distributing Corp.
clairesinc.com	CBI Distributing Corp.
clairesstores.cn	CBI Distributing Corp.
clairessa.co.za	CBI Distributing Corp.
claires.blackfriday	CBI Distributing Corp.
clairesstores.ma	CBI Distributing Corp.
claires.in	CBI Distributing Corp.
clairesboutiques.com	CBI Distributing Corp.
clairesstores.ru	CBI Distributing Corp.
clairesonline.co.uk	CBI Distributing Corp.
clairestores.com	CBI Distributing Corp.
claires.com.au	CBI Distributing Corp.
claireschile-bundles.cl	CBI Distributing Corp.
claires.bg	CBI Distributing Corp.
claires.com	CBI Distributing Corp.
claires.com.br	CBI Distributing Corp.
clairesstores.cl	CBI Distributing Corp.
icingcanada.ca	CBI Distributing Corp.
clairesmail.com	CBI Distributing Corp.
clairesmail.net	CBI Distributing Corp.
clairesmail.org	CBI Distributing Corp.
clairesstores.co.id	CBI Distributing Corp.
clairesonline.eu	CBI Distributing Corp.

claires.pt	CBI Distributing Corp.
clairesboutiques.pt	CBI Distributing Corp.
clairesboutiques.com.pt	CBI Distributing Corp.
icing.com.pt	CBI Distributing Corp.
icing.pt	CBI Distributing Corp.
clairesaccessories.com.pt	CBI Distributing Corp.
clairesaccessories.pt	CBI Distributing Corp.
icings.pt	CBI Distributing Corp.
clairesclub.com.pt	CBI Distributing Corp.
icings.com.pt	CBI Distributing Corp.
clairesclub.pt	CBI Distributing Corp.
theicing.com.pt	CBI Distributing Corp.
claires.com.pt	CBI Distributing Corp.
icingbyclaires.com.pt	CBI Distributing Corp.
visallisettlement.com	CBI Distributing Corp.
icing.es	CBI Distributing Corp.
claires.sg	CBI Distributing Corp.
claires.org	CBI Distributing Corp.
claires.marketing	CBI Distributing Corp.
icing.marketing	CBI Distributing Corp.
theicing.org	CBI Distributing Corp.
claires.hk	CBI Distributing Corp.
theicing.net	CBI Distributing Corp.
claires.net	CBI Distributing Corp.
clairesclub.co.uk	CBI Distributing Corp.
claires.co.nz	CBI Distributing Corp.
clairesboutiques.it	CBI Distributing Corp.
claires.ru	CBI Distributing Corp.
clairesboutique.it	CBI Distributing Corp.
claires.it	CBI Distributing Corp.
clairesclub.it	CBI Distributing Corp.
clairesaccessories.it	CBI Distributing Corp.
icingice.co.uk	CBI Distributing Corp.
icing.mx	CBI Distributing Corp.
rsi.com.hk	CBI Distributing Corp.
clairesboutique.biz	CBI Distributing Corp.
claires.com.sg	CBI Distributing Corp.
clairesstores.sg	CBI Distributing Corp.
clairesstores.com.sg	CBI Distributing Corp.
clairesboutiques.be	CBI Distributing Corp.
clairesaccessories.be	CBI Distributing Corp.
claires.info	CBI Distributing Corp.
icings.nl	CBI Distributing Corp.
clairesaccessories.info	CBI Distributing Corp.
clairesboutiques.info	CBI Distributing Corp.
theicing.info	CBI Distributing Corp.
clair.es	CBI Distributing Corp.
icingbyclaires.pt	CBI Distributing Corp.

icing.cn	CBI Distributing Corp.
clairesclub.cz	CBI Distributing Corp.
claires.fi	CBI Distributing Corp.
blingyourbff.com	CBI Distributing Corp.
claireschile-gifts.cl	CBI Distributing Corp.
claires.social	CBI Distributing Corp.
icing.social	CBI Distributing Corp.
icing.com	CBI Distributing Corp.
clairescanada.ca	CBI Distributing Corp.
claires.com.mt	CBI Distributing Corp.
clairesstores.gr	CBI Distributing Corp.
flaunt-beauty.com	CBI Distributing Corp.
flaunt-cosmetics.com	CBI Distributing Corp.
clairescorporation.com	CBI Distributing Corp.
clairesstores.hu	CBI Distributing Corp.
icing.blackfriday	CBI Distributing Corp.
claires.com.gt	CBI Distributing Corp.
clairescorp.com	CBI Distributing Corp.
clairesclub.hu	CBI Distributing Corp.
claires.co.uk	CBI Distributing Corp.
icing.blog	CBI Distributing Corp.
claires.jobs	CBI Distributing Corp.
claires.es	CBI Distributing Corp.
icings.es	CBI Distributing Corp.
clairesclub.es	CBI Distributing Corp.
clairesboutiques.es	CBI Distributing Corp.
clairesaccessories.es	CBI Distributing Corp.
theicing.com	CBI Distributing Corp.
icing.com.mx	CBI Distributing Corp.
claires.jp	CBI Distributing Corp.
secretsantacircle.com	CBI Distributing Corp.
clairesstores.us	CBI Distributing Corp.
clairestores.us	CBI Distributing Corp.
arbeitenmitclaires.de	CBI Distributing Corp.
clairesboutique.us	CBI Distributing Corp.
claires.sa	CBI Distributing Corp.
icing.fashion	CBI Distributing Corp.
clairesboutiques.biz	CBI Distributing Corp.
clairesstores.biz	CBI Distributing Corp.
theicing.biz	CBI Distributing Corp.
itsatclaires.com	CBI Distributing Corp.
clairesaccessories.bg	CBI Distributing Corp.
claires.sv	CBI Distributing Corp.
icings.at	CBI Distributing Corp.
icingcosmetics.co.uk	CBI Distributing Corp.
claires.gt	CBI Distributing Corp.
icings.us	CBI Distributing Corp.
icing.us	CBI Distributing Corp.

clairesstores.ae	CBI Distributing Corp.
trabajarenclaires.es	CBI Distributing Corp.
xn--3etu7g95vg6o.xn--fiqs8s	CBI Distributing Corp.
xn--3etu7g95vg6o.cn	CBI Distributing Corp.
clairesboutiques.nl	CBI Distributing Corp.
clairesoffers.co.uk	CBI Distributing Corp.
icings.ch	CBI Distributing Corp.
clairescareers.eu	CBI Distributing Corp.
claireshub.com	CBI Distributing Corp.
clairesstores.mx	CBI Distributing Corp.
clairesstores.com.mx	CBI Distributing Corp.
clairesstores.sk	CBI Distributing Corp.
clairespromstyle.com	CBI Distributing Corp.
claires.com.vn	CBI Distributing Corp.
clairesstores.vn	CBI Distributing Corp.
clairesstores.com.vn	CBI Distributing Corp.
claires.vn	CBI Distributing Corp.
claires.jo	CBI Distributing Corp.
icings.biz	CBI Distributing Corp.
clairesaccessories.biz	CBI Distributing Corp.
claires.biz	CBI Distributing Corp.
girlheaven.co.uk	CBI Distributing Corp.
claires.com.ar	CBI Distributing Corp.
claires.lu	CBI Distributing Corp.
icing.lu	CBI Distributing Corp.
clairesclub.lu	CBI Distributing Corp.
icings.lu	CBI Distributing Corp.
claires.ie	CBI Distributing Corp.
claires.porn	CBI Distributing Corp.
claires.adult	CBI Distributing Corp.
icing.ie	CBI Distributing Corp.
icings.ie	CBI Distributing Corp.
claires.ly	CBI Distributing Corp.
clairesstores.ly	CBI Distributing Corp.
clairesaccessories.com	CBI Distributing Corp.
claires.ae	CBI Distributing Corp.
clairescareers.co.uk	CBI Distributing Corp.
clairescareers.com	CBI Distributing Corp.
icing.info	CBI Distributing Corp.
clairesboutique.info	CBI Distributing Corp.
icings.info	CBI Distributing Corp.
clairesstores.info	CBI Distributing Corp.
clairestores.info	CBI Distributing Corp.
clairesboutiques.us	CBI Distributing Corp.
clairesaccessories.us	CBI Distributing Corp.
claires.bh	CBI Distributing Corp.
claires.tw	CBI Distributing Corp.
claires.pr	CBI Distributing Corp.

claires.cn	CBI Distributing Corp.
claires.qa	CBI Distributing Corp.
icings.ca	CBI Distributing Corp.
clairesstores.pl	CBI Distributing Corp.
clairesstores.com.pl	CBI Distributing Corp.
clairesaccessories.eu	CBI Distributing Corp.
icing.eu	CBI Distributing Corp.
clairesclub.eu	CBI Distributing Corp.
claires.eu	CBI Distributing Corp.
clairesboutiques.eu	CBI Distributing Corp.
claire.eu	CBI Distributing Corp.
icingbyclaires.eu	CBI Distributing Corp.
clairesaccessories.cn	CBI Distributing Corp.
clairesaccessoriesuk.co.uk	CBI Distributing Corp.
icings.de	CBI Distributing Corp.
clairesboutique.com.cn	CBI Distributing Corp.
clairesboutique.cn	CBI Distributing Corp.
clairesboutiques.com.cn	CBI Distributing Corp.
clairesaccessoriesuk.org.uk	CBI Distributing Corp.
clairesaccessories.com.cn	CBI Distributing Corp.
clairesboutiques.cn	CBI Distributing Corp.
icings.fr	CBI Distributing Corp.
clairesclub.de	CBI Distributing Corp.
clairesclub.fr	CBI Distributing Corp.
claires-ca.com	CBI Distributing Corp.
icings.eu	CBI Distributing Corp.
clairesstores.com.gt	CBI Distributing Corp.
clairesholdingsllc.com	CBI Distributing Corp.
clairesholdings.com	CBI Distributing Corp.
claires.ch	CBI Distributing Corp.
claires.se	CBI Distributing Corp.
claires.careers	CBI Distributing Corp.
clairesearpiercing.com	CBI Distributing Corp.
icing.careers	CBI Distributing Corp.
claires.cl	CBI Distributing Corp.
clairessa.com	CBI Distributing Corp.

EXHIBIT C

FORM OF SELLER NOTE

[See attached.]

THIS SECURED PROMISSORY NOTE (THIS “NOTE”) AND THE SECURITIES REPRESENTED HEREBY HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED. THEY MAY NOT BE SOLD, OFFERED FOR SALE, PLEDGED OR HYPOTHECATED IN THE ABSENCE OF AN EFFECTIVE REGISTRATION STATEMENT AS TO THE SECURITIES UNDER SAID ACT OR AN OPINION OF COUNSEL SATISFACTORY TO THE COMPANY THAT SUCH REGISTRATION IS NOT REQUIRED.

THIS NOTE HAS BEEN ISSUED WITH ORIGINAL ISSUE DISCOUNT FOR U.S. FEDERAL INCOME TAX PURPOSES. A HOLDER OF THIS NOTE MAY CONTACT THE [REPRESENTATIVE]¹ OF THE COMPANY AT [ADDRESS OF THE COMPANY]² TO OBTAIN THE ISSUE PRICE, AMOUNT OF ORIGINAL ISSUE DISCOUNT, ISSUE DATE AND THE YIELD TO MATURITY, ALL AS DETERMINED UNDER THE PROVISIONS OF THE TREASURY REGULATIONS UNDER SECTIONS 1271 THROUGH 1275 OF THE INTERNAL REVENUE CODE OF 1986, AS AMENDED.

AWS CLAIRE’S, LLC

SECURED PROMISSORY NOTE

\$36,000,000.00

[Date], 2025

New York, NY

FOR VALUE RECEIVED AWS CLAIRE’S, LLC, a Delaware limited liability company³ (“Company”) promises to pay to CLAIRE’S HOLDINGS LLC, a Delaware limited liability company (the “Initial Holder”, and together with its successors and assigns the “Holders”), the principal sum of THIRTY SIX MILLION Dollars (\$36,000,000.00), or such lesser amount as shall equal the outstanding principal amount hereof, together with interest from the date of this Note on the unpaid principal balance at a rate equal to ten percent (10.00%) per annum, computed on the basis of the actual number of days elapsed and a year of 365 or 366 days, as applicable, pursuant to Section 2. All unpaid principal (including, for the avoidance of doubt, any capitalized interest added to the principal amount as a result of the Company making a PIK Election (as defined below)), together with any then unpaid and accrued interest and other amounts payable hereunder, shall be due and payable in cash in United States dollars on the earlier of (i) [●]⁴, 2030, or (ii) when,

¹ **Note to Company/PH:** Please provide.

² **Note to Company/PH:** Please provide.

³ **Note to Company/PH:** Please provide the U.S. federal income tax classification of the Company.

⁴ **NTD:** To be date that is five years after Closing Date.

upon or after the occurrence of an Event of Default (as defined below), such amounts are declared due and payable by Holders or made automatically due and payable in accordance with the terms hereof (the “Maturity Date”).

THE OBLIGATIONS DUE UNDER THIS NOTE ARE SECURED BY A GUARANTEE AND SECURITY AGREEMENT DATED AS OF THE DATE HEREOF AND EXECUTED BY COMPANY AND ITS SUBSIDIARIES IN FAVOR OF HOLDERS. ADDITIONAL RIGHTS OF HOLDERS ARE SET FORTH IN THE GUARANTEE AND SECURITY AGREEMENT.

The following is a statement of the rights of Holders and the conditions to which this Note is subject, and to which Holders, by the acceptance of this Note, agrees:

1. Definitions. As used in this Note, the following capitalized terms have the following meanings:

(a) “Affiliate,” with respect to any Person, means (i) any Person directly or indirectly controlling or controlled by or under direct or indirect common control with such Person, and (ii) any Person that is an [Affiliate] as defined in the ABL Credit Agreement. The term “control” means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract or otherwise. The term “Affiliate,” when used herein without reference to any Person, shall mean an Affiliate of the Company

(b) “ABL Credit Agreement” shall mean that certain [ABL Credit Agreement], dated as of [the date hereof], by and among the Company, the lenders party thereto, and [●] as administrative and collateral agent (in such capacities, together with its successor and assigns, the “ABL Agent”), as in effect on the date hereof; provided, that neither the ABL Agent nor any lender under the ABL Credit Agreement shall be an Affiliate of the Company

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

(d) “Change of Control” shall have the meaning assigned to it in the ABL Credit Agreement.

(e) “Closing Date” shall mean [●], 2025.

(f) “Collateral” shall mean any and all property of the Company or any of its Subsidiaries subject (or purported to be subject) to a Lien under any Security Documents and any and all other property of the Company or any of its Subsidiaries, now existing or hereafter acquired,

that is or becomes subject (or purported to be subject) to a Lien pursuant to any Security Documents to secure this Note.⁵

(g) “Company” includes the limited liability company initially executing this Note and any Person which shall succeed to or assume the obligations of Company under this Note.

(h) “Event of Default” shall have the meaning assigned to such term in Section 7 hereof.

(i) “Financial Statements” shall mean, with respect to any accounting period for any Person, statements of operations, retained earnings and cash flow of such Person for such period, and balance sheets of such Person as of the end of such period, setting forth in each case in comparative form figures for the corresponding period in the preceding fiscal year if such period is less than a full fiscal year or, if such period is a full fiscal year, corresponding figures from the preceding fiscal year, all prepared in reasonable detail and in accordance with GAAP (subject to normal year-end adjustments and except that no footnotes need be included with any unaudited Financial Statements). Unless otherwise indicated, each reference to Financial Statements of any Person shall be deemed to refer to Financial Statements prepared on a consolidated basis.

(j) “GAAP” shall mean generally accepted accounting principles as in effect in the United States of America from time to time.

(k) “Holders” shall mean the Person specified in the introductory paragraph of this Note or any Person who shall at the time be a registered holder of this Note. A reference to a Lien of Holders or a security agreement executed in favor of Holders shall be deemed to include a Lien granted to the Notes Collateral Agent on behalf of Holders and a security agreement executed in favor of the Notes Collateral Agent on behalf of Holders, respectively.

(l) “Indebtedness” shall mean and include the aggregate amount of, without duplication (i) all obligations for borrowed money, (ii) all obligations evidenced by bonds, debentures, notes or other similar instruments, (iii) all obligations to pay the deferred purchase price of property or services (other than accounts payable incurred in the ordinary course of business determined in accordance with GAAP), (iv) all obligations with respect to capital leases, (v) all obligations created or arising under any conditional sale or other title retention agreement with respect to property acquired by such Person, (vi) all reimbursement and other payment obligations, contingent or otherwise, in respect of letters of credit and similar surety instruments; and (vii) all guaranty obligations with respect to the types of Indebtedness listed in clauses (i) through (vi) above.

NTD: Collateral to be defined in a manner consistent with the defined term in the ABL Credit Agreement, but in any event to include substantially all assets of the Company and its Subsidiaries (to the extent they are obligors under the ABL Credit Agreement).

(m) “Intercreditor Agreement” shall mean that certain [Intercreditor Agreement], dated as of [the date hereof], by and among the Holders, the agent of the ABL Credit Agreement and the Company and each of its Subsidiaries party to the ABL Credit Agreement.⁶

(n) “Lien” shall mean, with respect to any property, any security interest, mortgage, pledge, lien, claim, charge or other encumbrance in, of, or on such property or the income therefrom, including, without limitation, the interest of a vendor or lessor under a conditional sale agreement, capital lease or other title retention agreement, or any agreement to provide any of the foregoing, and the filing of any financing statement or similar instrument under the Uniform Commercial Code or comparable law of any jurisdiction.

(o) “Material Adverse Effect” shall mean a material adverse effect on (a) the business, assets, operations, or financial or other condition of Company; (b) the ability of Company to pay or perform the Obligations in accordance with the terms of this Note and the other Transaction Documents and to avoid an Event of Default, or an event which, with the giving of notice or the passage of time or both, would constitute an Event of Default, under any Transaction Document; or (c) the rights and remedies of Holders under this Note, the other Transaction Documents or any related document, instrument or agreement.

(p) “Maturity Date” shall have the meaning assigned to such term in the preamble hereof.

(q) “Note” shall have the meaning assigned to such term in the legend hereof.

(r) “Notes Administrative Agent” shall mean the Person appointed as Notes Administrative Agent pursuant to Section 10 (if any) and each other Person appointed as successor Notes Administrative Agent pursuant to Section 10.

(s) “Notes Collateral Agent” shall mean the Person appointed as Notes Collateral Agent pursuant to Section 10 (if any) and each other Person appointed as successor Notes Collateral Administrative Agent pursuant to Section 10.

(t) “Obligations” shall mean and include all loans, advances, debts, liabilities and obligations, howsoever arising, owed by Company to Holders of every kind and description (whether or not evidenced by any note or instrument and whether or not for the payment of money),

⁶ **NTD:** Intercreditor Agreement to include (i) provision permitting regularly scheduled payments (including interest and principal) due hereunder provided no default under the ABL has occurred and is continuing and while any default under the ABL has occurred and is continuing, the debt and liens evidenced by this Note and the Security Documents shall be subordinated in right of lien priority and payment priority to the obligations under the ABL Credit Agreement and (ii) a provision restricting any amendments to the ABL Credit Agreement that would result in the requirements set forth in the proviso to the definition of ABL Credit Agreement not being satisfied.

now existing or hereafter arising under or pursuant to the terms of this Note and the other Transaction Documents, including, all interest, fees, charges, expenses, attorneys' fees and costs and accountants' fees and costs chargeable to and payable by Company hereunder and thereunder, in each case, whether direct or indirect, absolute or contingent, due or to become due, and whether or not arising after the commencement of a proceeding under Title 11 of the United States Code (11 U. S. C. Section 101 et seq.), as amended from time to time (including post-petition interest) and whether or not allowed or allowable as a claim in any such proceeding.

(u) "Permitted Liens" shall mean and include: (i) Liens for taxes or other governmental charges not yet due and payable or which are being contested in good faith by appropriate proceedings and for which adequate reserves have been established on the financial statements of Company in accordance with GAAP; (ii) Liens of carriers, warehousemen, mechanics, materialmen, vendors, and landlords incurred in the ordinary course of business for sums not overdue or being contested in good faith, provided provision is made to the reasonable satisfaction of Holders for the eventual payment thereof if subsequently found payable; (iii) deposits under workers' compensation, unemployment insurance and social security laws or to secure the performance of bids, tenders, contracts (other than for the repayment of borrowed money) or leases, or to secure statutory obligations of surety or appeal bonds or to secure indemnity, performance or other similar bonds in the ordinary course of business; (iv) easements, reservations, rights of way, restrictions, minor defects or irregularities in title and other similar charges or encumbrances affecting real property in a manner not materially or adversely affecting the value or use of such property; (v) Liens in favor of Holders; (vi) Liens securing obligations under a capital lease if such lease is permitted under this Note and such Liens do not extend to property other than the property leased under such capital lease; (vii) Liens upon any equipment acquired or held by Company or any of its Subsidiaries to secure the purchase price of such equipment or indebtedness incurred solely for the purpose of financing the acquisition of such equipment, so long as such Lien extends only to the equipment financed, and any accessions, replacements, substitutions and proceeds (including insurance proceeds) thereof or thereto; and (viii) Liens in favor of holders of the ABL Credit Agreement so long as such Liens are subject to the Intercreditor Agreement.

(v) "Person" shall mean and include an individual, a partnership, a corporation (including a business trust), a joint stock company, a limited liability company, an unincorporated association, a joint venture or other entity or a governmental authority.

(w) "PIK Amount" shall have the meaning assigned to such term in Section 2(c) hereof.

(x) "PIK Election" shall have the meaning assigned to such term in Section 2(c) hereof.

(y) "PIK Notice" shall have the meaning assigned to such term in Section 2(c) hereof.

(z) "Purchase Agreement" shall mean that certain Asset Purchase Agreement, dated as of August 18, 2025, by and among AWS Claire's, LLC, a Delaware limited liability

company (the “Purchaser”), and Claire’s Holdings LLC, a Delaware limited liability company (“Parent”) and the Subsidiaries of the Parent party thereto (together with the Parent, the “Sellers”).

(aa) “Repayment Date” shall have the meaning assigned to such term in Section 3(b) hereof.

(bb) “Repurchase Price” shall have the meaning assigned to such term in Section 4(a) hereof.

(cc) “Scheduled Interest Payment Date” shall have the meaning assigned to such term in Section 2(b) hereof.

(dd) “Security Agreement” shall mean that certain [Guarantee and Security Agreement], dated as of the date hereof, by and among the Company, the Holders and the other guarantors party thereto from time to time.⁷

(ee) “Security Documents” shall mean collectively, (a) the Security Agreement (and any supplement thereto delivered to the Holdings), (b) each intellectual property security agreement, and (c) each of the other instruments and documents pursuant to which the Company or any of its Subsidiary’s grants (or purports to grant) a Lien on any Collateral as security for payment of this Note.

(ff) “Subsidiary” shall mean (a) any corporation of which more than 50% of the issued and outstanding equity securities having ordinary voting power to elect a majority of the Board of Directors of such corporation is at the time directly or indirectly owned or controlled by Company, (b) any partnership, joint venture, or other association of which more than 50% of the equity interest having the power to vote, direct or control the management of such partnership, joint venture or other association is at the time directly or indirectly owned and controlled by Company, (c) any other entity included in the financial statements of Company on a consolidated basis.

(gg) “Transaction Documents” shall mean this Note, the Security Agreement, other Security Documents and the Intercreditor Agreement.

2. Interest.

(a) From and including the Closing Date through but excluding the Maturity Date, interest on this Note shall accrue on the unpaid principal amount of this Note, outstanding from time to time at a rate *per annum* equal to ten percent (10.00%).

(b) Accrued interest on this Note shall be payable on (i) the last Business Day of each March, June, September and December prior to the Maturity Date (a “Scheduled Interest”

⁷ NTD: Security Agreement to mirror the form of new ABL security agreement and for the avoidance of doubt will include a first lien security interest (subject to the Intercreditor Agreement) on all assets including IP and will be guaranteed by all guarantors of any ABL Credit Agreement.

Payment Date”) and (ii) upon the earlier of (A) the Maturity Date and (B) the date of any prepayment, redemption or repurchase of all or any portion of the Note (in the case of this clause (B), solely with respect to accrued and unpaid interest on the principal amount of this Note so prepaid, redeemed or repurchased). All interest accrued hereunder shall be paid in cash in United States dollars and shall be computed on the basis of a year of 365 or 366 days, as applicable, and in each case shall be payable for the actual number of days elapsed in the relevant calculation period (including the first day but excluding the last day).

(c) Notwithstanding the foregoing, the Company may, in its sole discretion, elect (such election, a “PIK Election”), from and after the Closing Date through the date that is the twenty four (24) month anniversary of the Closing Date, to pay all or a portion of the interest due on the applicable Scheduled Interest Payment Date in kind (rather than in cash as otherwise required by this section) (such payment amount, the “PIK Amount”) by increasing the then-outstanding principal amount outstanding under this Note on the applicable Scheduled Interest Payment Date by such PIK Amount. For the avoidance of doubt, once the PIK Amount is capitalized after a PIK Election on the applicable Scheduled Interest Payment Date pursuant to the foregoing, the principal amount outstanding under this Note shall be increased by such PIK Amount. The cash amount of interest payable on the applicable Scheduled Interest Payment Date for which a PIK Election is made shall be reduced by the PIK Amount. The Company shall make the applicable PIK Election by providing written notice (such notice, the “PIK Notice”) to the Holders at least two (2) Business Days prior to the applicable Scheduled Interest Payment Date and such PIK Notice shall specify the total amount of interest due on the applicable Scheduled Interest Payment Date and the PIK Amount.

3. **Prepayment.**

(a) *Optional Prepayment.* Upon one (1) Business Day prior written notice to Holders, Company may prepay this Note in whole or in part; provided, that any such prepayment will be applied first to the payment of expenses due under Section 16 this Note, second to interest accrued on this Note and third, if the amount of prepayment exceeds the amount of all such expenses and accrued interest, to the payment of principal of this Note.

(b) *Mandatory Prepayment.* The Company agrees to pay to the Holders, during the twelve month period ending the first anniversary of the Closing Date and on each successive twelve month periods thereafter through and including the fourth anniversary of the Closing Date (each, a “Repayment Date”), an aggregate annual amount equal to \$5,000,000 (inclusive of any Seller Note Credit (as defined in the Purchase Agreement), without duplication of any Seller Note Credit previously applied to any mandatory prepayment pursuant to this Section 3(b) or any other amounts under this Note, as and when received by the Company pursuant to Section 2.6 of the Purchase Agreement). For the avoidance of doubt, the Company agrees to pay to Holders on the Maturity Date the then-outstanding principal amount outstanding under this Note (including, for the avoidance of doubt, any capitalized interest added to the principal amount as a result of the Company making a PIK Election) of the Note then owing, together with all accrued and unpaid interest thereon and all other amounts due with respect hereto (if any) in cash in United States dollars.

4. **Mandatory Repurchases.** Upon the occurrence of a Change of Control, the Company shall repurchase this Note in cash, at a price equal to 100% of the entire outstanding unpaid principal amount (including, for the avoidance of doubt, any capitalized interest added to the principal amount as a result of the Company making a PIK Election) of the Note, together with all accrued and unpaid interest thereon through the date of repurchase and all other amounts due with respect hereto (if any) in cash (the “Repurchase Price”).

5. **Representations and Warranties.** The Company makes the following representations and warranties to the Holders as of the date of this Note:

(a) The Company is a duly organized, validly existing and in good standing under the Laws of Delaware.

(b) The Company is duly authorized to execute, deliver and perform its obligations under this Note. The execution, delivery and performance of this Note, and the performance of the transactions contemplated hereby, including, without limitation, the issuance and repayment of this Note, do not (i) require any consent or approval of any holders of the equity interests of Company, other than those already obtained; (ii) conflict with or violate any provisions of Company’s certificate of formation, its limited liability company agreement or equivalent or any shareholders’ agreement or equivalent, (iii) contravene or conflict with any provision of any material agreement, indenture, instrument, order or decree that is binding upon Company or its Subsidiaries or (iv) violate or cause a default under any material applicable Law.

(c) This Note is a legal, valid and binding obligation of the Company, enforceable against the Company in accordance with its terms, except as enforceability may be limited by bankruptcy, insolvency, fraudulent conveyance, reorganization or similar laws relating to or affecting creditors’ rights generally and general principles of equity (whether considered in a proceeding in equity or law).

(d) There is no pending or to the Company’s knowledge, threatened legal proceeding affecting the Company which materially and adversely affects the legality, validity or enforceability of this Note.

(e) The Company and its Subsidiaries on a consolidated basis are, immediately after giving effect to the Transactions Documents, Purchase Agreement and the making of this Note, Solvent.

(f) Immediately prior to and after giving effect to the making of this Note, there is no Default or Event of Default under any agreement governing any Indebtedness.

(g) The Company is not an “investment company,” or a company “controlled” by an “investment company,” within the meaning of the Investment Company Act of 1940.

(h) The Company and each of its Subsidiaries is and will remain in compliance in all material respects with all United States economic sanctions laws, executive orders and implementing regulations as promulgated by the United States Treasury Department’s Office of Foreign Assets Control (“OFAC”), and all applicable anti-money laundering and counter-

terrorism financing provisions of the BSA and all regulations issued pursuant to it. None of the Company, any of its Subsidiaries or any Person directly or indirectly controlling the Company or any of its Subsidiaries (i) is a Person designated by the United States government on the list of the Specially Designated Nationals and Blocked Persons (the “**SDN List**”) with which a United States Person cannot deal with or otherwise engage in business transactions, (ii) is a Person who is otherwise the target of United States economic sanctions laws such that a United States Person cannot deal or otherwise engage in business transactions with such Person, or (iii) is controlled by (including by virtue of such person being a director or owning voting shares or interests), or acts, directly or indirectly, for or on behalf of, any person or entity on the SDN List or a foreign government that is the target of United States economic sanctions prohibitions such that the entry into, or performance under, this Note would be prohibited under United States law.

(i) Except as would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect, Company and each of its Subsidiaries have filed all federal, state and other tax returns and reports required to be filed, and have paid all federal, state and other taxes levied or imposed upon them or their properties, income or assets, except for taxes that are being contested in good faith by appropriate proceedings and for which adequate reserves have been established on the financial statements of Company in accordance with GAAP.

(j) The Company and each of its Subsidiaries are in compliance, in all material respects, with the Patriot Act. No part of the proceeds of this Note will be used, directly or indirectly, for any payments to any governmental official or employee, political party, official of a political party, candidate for political office, or anyone else acting in an official capacity, in order to obtain, retain or direct business or obtain any improper advantage, in violation of the United States Foreign Corrupt Practices Act of 1977, as amended.

(k) None of the proceeds of this Note will be used, directly or indirectly, for “purchasing” or “carrying” any “margin stock” (with the respective meanings of each such terms under Regulation U of the Board of Governors of the Federal Reserve System as now and from time to time hereafter in effect) in violation of such Regulation U or for any other purpose that violates the provisions of Regulation U. The Company is not engaged principally, or as one of its important activities, in the business of extending credit for the purpose of purchasing or carrying “margin stock”. The Company further acknowledges and agrees that (i) it will derive substantial direct and indirect benefits (financial or otherwise) from consummation of the transactions contemplated by the Purchase Agreement; (ii) desires to induce the Holders to enter into the Purchase Agreement; and (iii) has received good and valuable consideration in connection with its entering into this Note.

6. **Covenants.** While any amount is outstanding under the Note, without the prior written consent of Holders:

(a) *Indebtedness.* Neither Company nor any of its Subsidiaries shall create, incur, assume or permit to exist any Indebtedness except Indebtedness (i) under the ABL Credit Agreement so long as such Indebtedness is subject to the Intercreditor Agreement or (ii) which is not senior or pari passu to the Indebtedness evidenced by this Note. Neither Company nor any of its Subsidiaries shall, directly or indirectly, create, incur, assume, permit to exist or otherwise become

or remain liable with respect to any Indebtedness, that is secured by Liens that are subordinated or junior in lien priority or in right of payment to Liens securing any Indebtedness under the ABL Credit Agreement or which is subordinated or junior in lien priority or right of payment to any portion of the Indebtedness under the ABL Credit Agreement unless the Liens securing such Indebtedness are also subordinated or junior in lien priority or right of payment, as applicable, in the same manner and to the same extent in all material respects, as the Liens securing the Obligations are subordinated to the Liens securing the Indebtedness under the ABL Credit Agreement.

(b) *Asset Dispositions.* Notwithstanding anything in this Note to the contrary, no intellectual property shall be permitted to be sold, leased, transferred (including through any dividend or distribution), licensed, or otherwise disposed of, directly or indirectly (including by way of an exclusive license but, for the avoidance of doubt, excluding all non-exclusive licenses, non-exclusive sub-licenses, non-exclusive leases or non-exclusive sub-leases), by the Company or any of its Subsidiaries to any Affiliate or any Subsidiary of the Company that is not a guarantor of the Obligations. For avoidance of doubt, nothing in this clause (b) shall be deemed to restrict the Company's ability to license intellectual property to bona fide third parties that are not Affiliates of the Company or its Subsidiaries.

(c) *Liens.* Neither Company nor any of its Subsidiaries shall create, incur, assume or permit to exist any Lien on or with respect to any of its assets or property of any character, whether now owned or hereafter acquired, except for Permitted Liens.

(d) *Dividends, Redemptions, Etc.* Except as permitted under the ABL Credit Agreement, neither Company nor any of its Subsidiaries shall (i) pay any dividends or make any distributions on its equity securities; (ii) purchase, redeem, retire, defease or otherwise acquire for value any of its equity securities; (iii) return any capital to any holder of its equity securities; (iv) make any distribution of assets, Equity Securities, obligations or securities to any holder of its Equity Securities; or (v) set apart any sum for any such purpose; provided, however, that any Subsidiary may pay cash dividends to Company; provided, that if the ABL Credit Agreement is terminated and not refinanced, the Company will continue to be subject to the same restrictions on dividends, distributions and redemptions as in the ABL Credit Agreement immediately prior to such termination.

(e) *Indebtedness Payments.* Neither Company nor any of its Subsidiaries shall (i) prepay, redeem, purchase, defease or otherwise satisfy in any manner prior to the scheduled repayment thereof any Indebtedness for borrowed money that is junior in right of repayment or lien priority to the Obligations; provided, that nothing herein shall limit Company or its Subsidiaries' payment of regularly scheduled interest or principal to the extent permitted under the terms of any intercreditor agreement between the Holders and the holder of such junior Indebtedness) or (ii) amend, modify or otherwise change the terms of any Indebtedness for borrowed money that is junior in right of repayment or lien priority to the Obligations so as to accelerate the scheduled repayment thereof.

(f) *Payment of Obligations.* Company will, and will cause each of its Subsidiaries to, pay, discharge or otherwise satisfy as the same shall become due and payable, all

of its obligations and liabilities, including tax liabilities, unless the same are being contested in good faith by appropriate proceedings and for which adequate reserves have been established on the financial statements of Company in accordance with GAAP, except to the extent that the failure to do so could not reasonably be expected to have a Material Adverse Effect.

(g) *Affiliate Transactions.* Neither Company nor any of its Subsidiaries shall enter into any contractual obligation with any Affiliate or engage in any other transaction with any Affiliate except to the extent permitted under the ABL Credit Agreement; provided, that if the ABL Credit Agreement is terminated and not refinanced, the Company will continue to be subject to the same restrictions on Affiliate transactions as in the ABL Credit Agreement immediately prior to such termination.

(h) *Information Rights; Notices.* Company shall furnish to Holders the following:

(i) Quarterly Financial Statements. Concurrent with the delivery to the ABL Agent under the ABL Credit Agreement, a copy of the quarterly unaudited Financial Statements of Company to be delivered to the ABL Agent under the ABL Credit Agreement; provided, that if the ABL Credit Agreement is terminated and not refinanced, the Company will continue to provide the same quarterly Financial Statements to Holders as it was obligated to provide immediately prior to such termination;

(ii) Annual Financial Statements. Concurrent with the delivery to the ABL Agent under the ABL Credit Agreement, copies of the annual audited Financial Statements of Company for such year to be delivered to the ABL Agent under the ABL Credit Agreement; provided, that if the ABL Credit Agreement is terminated and not refinanced, the Company will continue to provide the same annual Financial Statements to Holders as it was obligated to provide immediately prior to such termination; and

(iii) Notice of Defaults. Promptly upon the occurrence thereof, written notice of the occurrence of any Event of Default hereunder or any Event of Default (as defined in the ABL Credit Agreement) with respect to the ABL Credit Agreement; provided, that notice by email from counsel shall be sufficient.⁸

(i) *Security Documents.* On the Closing Date, the Holders shall have received the Security Agreement and any other Security Documents required to be delivered by the Security Agreement or reasonably requested by Holders, each duly executed by an officer or other authorized representative of the Company and each of its Subsidiaries which is or will be a guarantor of the ABL Credit Agreement and each other relevant party thereto.

⁸ **Note to PH:** Holder must receive EOD notice to know when a cross-default has occurred and for purposes of subordination of payments under the intercreditor.

(j) *Intercreditor Agreement.* [On the Closing Date]⁹, the Holders shall have received the Intercreditor Agreement, duly executed by an officer or other authorized representative of the Company and each of its Subsidiaries which is or will be a guarantor of the ABL Credit Agreement and each other relevant party thereto.

(k) *Further Assurances.*

(i) The Company will, and will cause each of its Subsidiaries to, execute any and all further documents, financing statements, agreements, instruments, notices, and acknowledgements, and take all such further actions (including the filing and recording of financing statements and/or amendments thereto and other documents) that may be required under any applicable law, or that the Holders may reasonably request, in order to grant, preserve, protect, and perfect the validity and priority of the security interests created or intended to be created by the Security Documents or in order to effectuate the appointment of any Notes Administrative Agent or Notes Collateral Agent, all at the expense of the Company and its Subsidiaries.

(ii) The Company will, and will cause each of its Subsidiaries to, execute any and all further documents, financing statements, agreements, instruments, notices, and acknowledgements, and take all such further actions (including the filing and recording of financing statements and/or amendments thereto and other documents) that the Holders may reasonably request in order to effectuate the appointment of any Notes Administrative Agent or Notes Collateral Agent.

(l) *Collateral and Guarantee Requirement.* The Company will, and will cause each of its Subsidiaries to, provide the Holders the same guarantees and security interests provided to the holders of the ABL Credit Agreement and/or the ABL Agent (subject to the Intercreditor Agreement).

7. **Events of Default.** The occurrence of any of the following shall constitute an “Event of Default” under this Note and the other Transaction Documents:

(a) *Failure to Pay.* Company shall fail to pay (i) when due any principal payment on the due date hereunder or (ii) any interest or other payment required under the terms of this Note or any other Transaction Document on the date due and, in each case, such payment shall not have been made within five (5) days of Company’s receipt of Holders’ written notice to Company of such failure to pay;

(b) *Breaches of Certain Covenants.* Company or any of its Subsidiaries shall fail to observe or perform any other covenant, obligation, condition or agreement contained in this Note or the other Transaction Documents and such failure shall continue for fifteen (15) days;

⁹ NTD: Date subject to closing of ABL Credit Agreement.

(c) *Representations and Warranties.* Any representation, warranty, certificate, or other statement (financial or otherwise) made or furnished by or on behalf of Company to Holders in writing in connection with this Note or any of the other Transaction Documents, or as an inducement to Holders to enter into this Note and the other Transaction Documents, shall be false, incorrect, incomplete or misleading in any material respect when made or furnished;

(d) *Default under ABL Credit Agreement.* An Event of Default (as defined in the ABL Credit Agreement) shall occur under the terms the ABL Credit Agreement;

(e) *Voluntary Bankruptcy or Insolvency Proceedings.* Company or any of its Subsidiaries shall (i) apply for or consent to the appointment of a receiver, trustee, liquidator or custodian of itself or of all or a substantial part of its property, (ii) be unable, or admit in writing its inability, to pay its debts generally as they mature, (iii) make a general assignment for the benefit of its or any of its creditors, (iv) be dissolved or liquidated, (v) become insolvent (as such term may be defined or interpreted under any applicable statute), (vi) commence a voluntary case or other proceeding seeking liquidation, reorganization or other relief with respect to itself or its debts under any bankruptcy, insolvency or other similar law now or hereafter in effect or consent to any such relief or to the appointment of or taking possession of its property by any official in an involuntary case or other proceeding commenced against it, or (vii) take any action for the purpose of effecting any of the foregoing;

(f) *Involuntary Bankruptcy or Insolvency Proceedings.* Proceedings for the appointment of a receiver, trustee, liquidator or custodian of Company or any of its Subsidiaries or of all or a substantial part of the property thereof, or an involuntary case or other proceedings seeking liquidation, reorganization or other relief with respect to Company or any of its Subsidiaries or the debts thereof under any bankruptcy, insolvency or other similar law now or hereafter in effect shall be commenced and an order for relief entered or such proceeding shall not be dismissed or discharged within sixty (60) days of commencement; or

(g) *Transaction Documents.* Any Transaction Document or any material term thereof shall cease to be, or be asserted by Company not to be, a legal, valid and binding obligation of Company enforceable in accordance with its terms or if the Liens of Holders in any of the assets of Company or its Subsidiaries shall cease to be or shall not be valid, first priority (subject to the Intercreditor Agreement) perfected Liens or Company or any Subsidiary shall assert that such Liens are not valid, first priority (subject to the Intercreditor Agreement) and perfected Liens.

8. **Rights of Holders upon Default.** Upon the occurrence or existence of any Event of Default (other than an Event of Default, referred to in Sections 7(f) and 7(g)) and at any time thereafter during the continuance of such Event of Default, Holders holding a majority of the Obligations under this Note may, by written notice to Company, declare all outstanding Obligations payable by Company hereunder to be immediately due and payable without presentment, demand, protest or any other notice of any kind, all of which are hereby expressly waived, anything contained herein or in the other Transaction Documents to the contrary notwithstanding. Upon the occurrence or existence of any Event of Default described in Sections 7(f) and 7(g), immediately and without notice, all outstanding Obligations payable by Company hereunder shall automatically become immediately due and payable, without

presentment, demand, protest or any other notice of any kind, all of which are hereby expressly waived, anything contained herein or in the other Transaction Documents to the contrary notwithstanding. In addition to the foregoing remedies, upon the occurrence or existence of any Event of Default, Holders holding a majority of the Obligations under this Note may exercise any other right power or remedy granted to it by the Transaction Documents or otherwise permitted to it by law, either by suit in equity or by action at law, or both.

9. **Tax Matters.**

(a) Any and all payments by or on account of any obligation of Company under this Note shall be made without deduction or withholding for any taxes, except as required by applicable Law. If applicable Law requires the deduction or withholding of any tax from any such payment, then (i) Company shall be entitled to make such deduction or withholding and shall timely pay the full amount deducted or withheld to the relevant governmental authority in accordance with applicable Law and (ii) Company shall pay such additional amounts to each Holder as necessary so that after such deduction or withholding has been made (including such deductions and withholdings applicable to additional sums payable pursuant to this Section 9(a)), each Holder receives an amount equal to the sum it would have received had no such deduction or withholding been made; *provided* that no additional amounts shall be payable pursuant to this Section 9(a) in respect of (i) taxes that are imposed on or measured by net income (however denominated), franchise taxes, branch profits taxes, and other similar taxes or (ii) withholding taxes imposed on amounts payable to or for the account of each Holder pursuant to Law in effect on the date each Holder becomes a Holder under this Note (including by means of an assignment).

(b) Each Holder shall deliver, on or prior to the date hereof or the date on which it becomes a Holder under this Note (including, for the avoidance of doubt, by means of an assignment), (i) if a Holder is a “United States person” within the meaning of Section 7701(a)(30) of the Code (a “U.S. Person”) (or an entity disregarded as an entity separate from a U.S. Person), a duly completed and executed IRS Form W-9 certifying that it is not subject to backup withholding or (ii) if a Holder is a non-U.S. Person (or an entity disregarded as an entity separate from a non-U.S. Person), any applicable duly completed and executed IRS Form W-8 or any other form prescribed by applicable Law as a basis for claiming exemption from or a reduction in U.S. federal withholding Tax.

(c) The agreements in this Section 9 shall survive repayment of this Note and all other amounts payable hereunder.

10. **Successors and Assigns.**

(a) Subject to the restrictions on transfer described in Sections 11 and 12 below, the rights and obligations of Company and Holders of this Note shall be binding upon and benefit the successors, assigns, heirs, administrators and transferees of the parties.

(b) At any time, the Holders may appoint any Person, which shall be a bank, institution which provides professional loan or note administration services, or a Holder with an office in the United States, as Notes Administrative Agent or Notes Collateral Agent, as

applicable, by delivering notice of such appointment to the Company and such appointment shall be subject to the consent of the Company, which may not be unreasonably withheld or delayed but shall not be required during the continuance of an Event of Default.

11. **Waiver and Amendment.** Any provision of this Note may only be amended, waived or modified upon the written consent of Company and the Holders.

12. **Transfer of this Note.** With respect to any offer, sale or other disposition of this Note (other than any transfer or other disposition to an entity intended to be treated as a “liquidating trust” within the meaning of Treasury Regulations Section 301.7701-4(d)), a Holder will give written notice to Company prior thereto, pursuant to Section 21, describing briefly the manner thereof, together with a written opinion of such Holder’s counsel, to the effect that such offer, sale or other distribution may be effected without registration or qualification (under any federal or state law then in effect). Upon receiving such written notice and reasonably satisfactory opinion, if so requested, Company, as promptly as practicable, shall notify such Holder that Holder may sell or otherwise dispose of this Note or such securities, all in accordance with the terms of the notice delivered to Company. If a determination has been made pursuant to this Section 12 that the opinion of counsel for such Holder is not reasonably satisfactory to Company, Company shall so notify such Holder promptly after such determination has been made. Each Note thus transferred shall bear a legend as to the applicable restrictions on transferability in order to ensure compliance with the Act, unless in the opinion of counsel for Company such legend is not required in order to ensure compliance with the Act. Company may issue stop transfer instructions to its transfer agent in connection with such restrictions. Subject to the foregoing, any transfers of this Note shall be registered upon registration books maintained for such purpose by or on behalf of Company. Prior to presentation of this Note for registration of transfer, Company shall treat the registered holder hereof as the owner and holder of this Note for the purpose of receiving all payments of principal and interest hereon and for all other purposes whatsoever, whether or not this Note shall be overdue and Company shall not be affected by notice to the contrary.

13. **Assignment by Company.** Neither this Note nor any of the rights, interests or obligations hereunder may be assigned, by operation of law or otherwise, in whole or in part, by Company without the prior written consent of Holders.

14. **Payments Due on Non-Business Days.** Anything in this Note to the contrary notwithstanding, any payment of principal of, or interest on, this Note that is due on a date other than a Business Day shall be made on the next succeeding Business Day, including the additional days elapsed in the computation of the interest payable on such next succeeding Business Day.

15. **Usury.** In the event any interest is paid on this Note which is deemed to be in excess of the then legal maximum rate, then that portion of the interest payment representing an amount in excess of the then legal maximum rate shall be deemed a payment of principal and applied against the principal of this Note.

16. **Expenses; Waivers.** If action is instituted to collect this Note, Company promises to pay all costs and expenses, including, without limitation, reasonable attorneys’ fees and costs, incurred in connection with such action. Company hereby waives notice of default, presentment

or demand for payment, protest or notice of nonpayment or dishonor and all other notices or demands relative to this instrument.

17. **No Waiver; Cumulative Remedies.** No failure or delay by Holders in exercising any right, power or privilege under this Note shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by law. No notice to or demand on the Company in any case shall entitle the Company to any other or further notice or demand in related or similar circumstances requiring such notice.

18. **Severability.** Any provision of this Note that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall (to the full extent permitted by law) not invalidate or render unenforceable such provision in any other jurisdiction. Upon any determination that any term or other provision of this Note is invalid, illegal or incapable of being enforced, the Company and the Holders shall negotiate in good faith to modify this Note so as to effect the original intent of the parties as closely as possible to the fullest extent permitted by applicable Law in a mutually acceptable manner in order that the transactions contemplated hereby are fulfilled as originally contemplated to the fullest extent possible.

19. **Governing Law; Submission to Jurisdiction.** This Note and all actions arising out of or in connection with this Note shall be governed by and construed in accordance with the laws of the State of New York, without regard to the conflicts of law provisions of the State of New York, or of any other state. The Company and the Holders hereby agree that any legal action or proceeding arising out of or relating to this Note or any agreements or transactions contemplated hereby shall be brought exclusively in a state or federal court in New York, New York and hereby expressly submits to the personal jurisdiction and venue of such court for the purposes thereof and expressly waives any claim of improper venue and any claim that such courts are an inconvenient forum. The Company and the Holders hereby irrevocably consent to the service of process of any of the aforementioned courts in any such suit, action or proceeding by the mailing of copies thereof by registered or certified mail, postage prepaid, to the addresses set forth or referred to in Section 10.3 of the Purchase Agreement (with notices to the Company to be sent as if being sent to the Purchaser pursuant thereto).

20. **WAIVER OF JURY TRIAL.** COMPANY AND HOLDERS HEREBY WAIVE THE RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING UNDER OR PURSUANT TO THIS NOTE OR ANY ACTION OR PROCEEDING ARISING OUT OF THE TRANSACTIONS CONTEMPLATED HEREBY, REGARDLESS OF WHETHER COMPANY OR HOLDERS INITIATES SUCH ACTION OR PROCEEDING.

21. **Notices.** The notice provision in Section 10.3 of the Purchase Agreement is incorporated herein by reference *mutatis mutandis*.

22. **ENTIRE AGREEMENT.** THIS NOTE, TOGETHER WITH THE TRANSACTION DOCUMENTS AND PURCHASE AGREEMENT, REPRESENTS THE FINAL, ENTIRE AGREEMENT BETWEEN THE PARTIES REGARDING THE SUBJECT MATTER HEREOF AND THEREOF AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.

[THIS SPACE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, Company has caused this Note to be issued as of the date first written above.

AWS CLAIRE'S, LLC,
a Delaware limited liability company

By: _____
Name:
Title:

ACKNOWLEDGED AND AGREED:

CLAIRE'S HOLDINGS LLC,
a Delaware limited liability company

By: _____
Name:
Title:

EXHIBIT D

ACCOUNTING POLICIES

[See attached.]

Cash and cash equivalents

The Company considers all highly liquid instruments purchased with an original maturity of 90 days or less to be cash equivalents. The Company maintains cash and cash equivalents in financial institutions in excess of federally insured limits; however, the Company has not experienced any credit losses in these accounts and does not believe it is exposed to significant credit risk as most accounts are held with major financial institutions.

Cash and cash equivalents consist of the following:

- Petty cash
- Store cash accounts

Petty cash

Petty cash consists of store register and corporate office petty cash. Store register petty cash represents an estimate of cash held in the register at each individual store at the end of a fiscal month. For the avoidance of doubt, Store Cash Amount does not include cash and cash equivalents related to the Store Accounts.

Store accounts

Store accounts consist of depository accounts for an individual store (non-consolidated) or a group of stores (consolidated). Stores make deposits daily. Store account balances (amounts greater than \$1,600) are transferred daily via ACH to the corporate master concentration account.

A separate general ledger account is maintained for each store bank account. All store bank accounts are reconciled to the general ledger at the end of each fiscal month. All unposted items are posted in the general ledger in the month reconciled. No unposted items are carried forward to subsequent fiscal months.

A/R Amount

Accounts Receivable primarily consist of the following:

- Credit card receivables
- Consumer product goods receivables
- Franchise receivables

Credit card receivables

As part of the normal course of business, the Company has approximately three to four days of proceeds from sales transactions outstanding with its third-party credit card vendors at any point. The Company classifies these outstanding balances as credit card receivables. For the avoidance of doubt, the Company's credit card reserves are excluded from the calculation of the A/R Amount.

Consumer product goods receivables

The Company's agreements with consumer product goods partners typically provide for the Company's merchandise to be delivered and displayed in designated areas within stores operated by consumer product goods partners. In consideration for selling the Company's merchandise at their stores, consumer product goods partners retain a portion of the net sales as a commission and remit the remaining balance

to the Company. The Company classifies these outstanding balances as consumer product goods receivables. Receivable accounts are reviewed for collectability monthly, and a reserve is established if necessary.

Franchise receivables

The Company sells merchandise to franchise partners and charges franchise fees, which may include fees equal to a percentage of merchandise sales by the franchise partners, under its franchising agreements. Franchise receivables represent outstanding balances due from franchise partners in the normal course of business for shipments of merchandise and franchise fees. Receivable accounts are reviewed for collectability monthly, and a reserve is established if necessary.

Inventory

Inventory is stated at the lower of cost or market based on the first-in, first-out basis. Non-store inventory is valued at actual cost, until the inventory is shipped to stores. Store Inventory cost is determined using the retail method. The methodologies used to value store inventory include the development of cost-to-retail ratios, the groupings of homogeneous classes of merchandise, and the accounting for retail price changes.

Subledgers for store inventory are maintained at retail value and are converted to cost based on cost-to-retail ratios. The cost-to-retail ratios are based on a trailing twelve months of purchases at their cost-to-retail relationship, determined on a departmental basis. Permanent markdowns and other retail price changes are recorded monthly in store retail ledgers. If necessary, a reserve for permanent markdowns is recorded quarterly based on planned markdowns in the two-week period after quarter-end.

Capitalized Freight

Inbound and outbound freight costs are capitalized for inventory on hand at the end of a reporting period. Inbound freight relates to the costs associated with transporting merchandise purchases from the vendor to the distribution center. Outbound freight relates to the costs associated with transporting merchandise purchases from the distribution center to stores.

Freight costs are capitalized based on a percentage of inventory ("freight ratio"), which approximates the freight charges incurred to ship inventory to the selling location. The freight ratio is calculated based on freight charges as a percentage of purchases for the most recent trailing twelve-month period at the end of each reporting period.

Note that duties on imported merchandise are paid one month in arrears on the 20th of the following month.

Merchandise-in-Transit

Merchandise-in-transit is merchandise that has not been received by the warehouse but has been delivered to a freight expeditor or is in transit and has Free on Board ("FOB") shipping point delivery terms. Merchandise-in-transit includes merchandise from domestic vendors but is primarily comprised of merchandise from international vendors, most of which is purchased by RSI. RSI invoices merchandise-in-transit to the US and includes the amounts on an intercompany statement. The US transportation department tracks and records international and domestic merchandise-in-transit. The US accounting department compares supporting documentation from the US transportation department to RSI's supporting documentation to ensure all international merchandise-in-transit has been captured at the cut-off date. The

international offices perform a similar reconciliation to ensure RSI has properly billed for merchandise-in-transit.

EXHIBIT E

ILLUSTRATIVE CALCULATION

[See attached.]

Exhibit E: Summary III Exhibit

	<u>Illustrative Calculations</u>	
Base Cash Purchase Price	\$104,000,000	
(+) Estimated Store Cash Surplus	208,542	
(-) Estimated Store Cash Shortfall	-	
(+) Estimated Core Inventory Surplus ¹	31,090,597	
(-) Estimated Core Inventory Shortfall ¹	-	
(-) Estimated A/R Shortfall (in excess of \$1,000,000) ²	-	1,000,000
Estimated Cash Purchase Price	\$135,299,139	
(-) Deposit ³	(22,500,000)	
(-) Retained Holdback Amount	(4,000,000)	
(-) Deposited Holdback Amount	(4,000,000)	
Closing Date Payment	\$104,799,139	

Note: Illustrative Calculations are based on the Company's July fiscal month-end figures.

1. Exhibit illustratively reflects consolidated inventory (inclusive of all NA stores) as of July fiscal month-end.

2. Estimated A/R Amount consists of: Credit Card Receivables, Consumer product goods receivables, and Franchise receivables

3. Inclusive of (i) \$7,500,000 Initial Deposit received on August 15th, 2025, (ii) and a \$15,000,000 Second Deposit to be received on or before August 22nd, 2025.

Exhibit E: Inventory

	North America (GAAP)	North America (GAAP)
	July	July
	FY25	FY25
	Actual	Actual
	US Dollar	Local Currency
	Inter-company excl. Corp Allocation	Inter-company excl. Corp Allocation
	Total Adjusted	Total Adjusted
	Excludes Acquisition and Impairment	Excludes Acquisition and Impairment
	Non_Metric	Non_Metric
07601 - Inventory - Stores.	52,393,436.13	54,217,433.90
07602 - Inventory Adjustments.	11,979,611.70	11,979,611.70
07901 - Inventory- Dc.	32,754,353.27	32,754,353.27
08501 - Capitalized Freight.	10,901,884.89	11,244,056.05
10001 - Merchandise In Transit.	2,063,223.67	2,063,223.67
10002 - Merchandise In Transit - Paid.	3,582,695.71	3,582,695.71
10003 - Merchandise In Transit - Paid.	15,392.00	15,392.00
Totals	113,690,597.37	115,856,766.30
All Inventory on hand	97,127,401	
(+) All Inventory in transit	5,661,311	
(+) Customs and Freight Charges Paid ²	10,901,885	
(+) Eligible Prepaid Inventory	-	
(+) Cash Payments towards 503(b)(9) Vendors	-	
Estimated Core Inventory Amount¹	113,690,597	
Estimated Core Inventory Amount ¹	113,690,597	
Core Inventory Peg	82,600,000	
Estimated Core Inventory Surplus / (Shortfall)	31,090,597	
Estimated Core Inventory Amount ¹	113,690,597	
Final Core Inventory Amount ¹	113,690,597	
Core Inventory Surplus / (Shortfall)	-	

1. Exhibit illustratively reflects consolidated inventory (inclusive of all NA stores) as of July fiscal month-end. Core Inventory will be inclusive of: (i) all Inventory on hand at any Acquired Leased Real Property or any Go-Forward Store, (ii) all Inventory in transit to any Acquired Leased Real Property or any Go-Forward Store plus the amount of customs and freight charges to the extent paid by Sellers prior to Closing for such Inventory, (iii) the amount of any Eligible Prepaid Inventory, and (iv) the amount of any cash payments approved by Purchaser in writing to any vendor with a claim under Section 503(b)(9) of the Bankruptcy Code

2. Freight, duty, and customs costs that have been capitalized to inventory but remain unpaid as of the Determination Time are to be excluded from Estimated Core Inventory Amount.

Exhibit E: Accounts Receivable

	North America (GAAP) July FY25 Actual US Dollar	North America (GAAP) July FY25 Actual Local Currency
	Inter-company excl. Corp Allocation Total Adjusted Excludes Acquisition and Impairment Non_Metric	Inter-company excl. Corp Allocation Total Adjusted Excludes Acquisition and Impairment Non_Metric
Credit card receivables		
02501 - Charge Cards	8,012,550.10	8,122,402.08
02801 - American Express	457,492.78	460,720.24
Totals	8,470,042.88	8,583,122.32
Consumer product goods receivables		
05401 - Catalog Receivables	3,007,475.59	3,048,662.19
Totals	3,007,475.59	3,048,662.19
Franchise receivables		
06501 - Accounts Receivables - Sales	354,226.82	354,226.82
Totals	354,226.82	354,226.82
Gift card receivables		
05701 - Gift Card Receivable	81,778.20	84,249.19
Totals	81,778.20	84,249.19
Income tax receivables		
12402 - Income Tax Receivable	(1,849,020.32)	(1,537,757.82)
12403 - Income Tax Receivable	3,304,403.42	3,453,908.00
Totals	1,455,383.09	1,916,150.18
Other miscellaneous receivables		
05801 - Rent Receivable	7,960.06	7,960.06
06301 - PayPal Receivables	2,673.43	2,673.43
06701 - Klarna Receivables	1,708.78	1,708.80
Totals	12,342.27	12,342.29
Grand Totals	13,381,248.85	13,998,752.99
Accounts Receivable	13,381,249	
(-) Gift card receivables	(81,778)	
(-) Income tax receivables	(1,455,383)	
(-) Other miscellaneous receivables	(12,342)	
Estimated A/R Amount	11,831,745	
Estimated A/R Amount	11,831,745	
A/R Peg	10,000,000	
Estimated A/R (Shortfall)	-	
Estimated A/R Amount	13,381,249	
Final A/R Amount	13,381,249	
A/R (Shortfall)	-	

Exhibit E: Petty Cash

	North America (GAAP)	North America (GAAP)
	July	July
	FY25	FY25
	Actual	Actual
	US Dollar	Local Currency
	Inter-company excl. Corp Allocation	Inter-company excl. Corp Allocation
	Total Adjusted	Total Adjusted
	Excludes Acquisition and Impairment	Excludes Acquisition and Impairment
	Non_Metric	Non_Metric
04001 - Cash In Register	558,541.62	572,230.00
00101 - Cash Clearing	109.86	109.86
00203 - Master - JPMC	1,000.00	1,000.00
Totals	559,651.48	573,339.86
Estimated Store Cash Amount	558,542	
Store Cash Peg	350,000	
Estimated Store Cash Surplus / (Shortfall)	208,542	

Exhibit E: Store Cash (Sweep Accounts)

	North America (GAAP)	North America (GAAP)
	July	July
	FY25	FY25
	Actual	Actual
	US Dollar	Local Currency
	Inter-company excl. Corp Allocation	Inter-company excl. Corp Allocation
	Total Adjusted	Total Adjusted
	Excludes Acquisition and Impairment	Excludes Acquisition and Impairment
	Non_Metric	Non_Metric
00201 - Depository	22,994.79	31,717.18
00501 - Td Bank	26,713.50	36,846.46
00601 - Royal Bank	24,260.47	33,462.95
00701 - Cash In Bank Stores	331,244.13	331,244.13
00702 - M&T Bank	16,434.33	16,434.33
00707 - Citizens Bank	27,053.59	27,053.59
00713 - Bank Of America #2	5,157.40	5,157.40
00714 - Bank Of Oklahoma	6,021.14	6,021.14
00715 - Bank Of Hawaii	38,093.62	38,093.62
00716 - JP Morgan Chase Bank	413,787.54	413,787.54
00720 - First Citizens Bank	13,445.80	13,445.80
00721 - Fifth Third Bank	48,621.82	48,621.82
00723 - First American Bank	5,625.94	5,625.94
00730 - Huntington National Bank	25,481.63	25,481.63
00731 - First Tennessee	17,699.82	17,699.82
00732 - Key Bank	37,253.41	37,253.41
00734 - M&I Bank	23,228.65	23,228.65
00736 - PNC Bank	217,652.57	217,652.57
00785 - Bb&T Bank	124,690.89	124,690.89
00793 - Regions Bank	101,508.90	101,508.90
00795 - Us Bank	142,104.74	142,104.74
00798 - Wells Fargo Bank	602,236.79	602,236.79
00901 - Scotia Bank	20,956.80	28,906.13
01401 - CIBC Depository Consolidated Account	33,911.96	46,775.44
Totals	2,326,180.22	2,375,050.87

Final Store Cash Amount	2,326,180
Target Store Cash Amount	350,000
Store Cash Surplus / (Shortfall)	1,976,180

Exhibit E: Corporate Cash

	North America (GAAP)	North America (GAAP)
	July	July
	FY25	FY25
	Actual	Actual
	US Dollar	Local Currency
	Inter-company excl. Corp Allocation	Inter-company excl. Corp Allocation
	Total Adjusted	Total Adjusted
	Excludes Acquisition and Impairment	Excludes Acquisition and Impairment
	Non_Metric	Non_Metric
00301 - Disbursements Canada	(267,237.81)	(368,606.46)
00403 - Payroll Cash Card Account	1,535.76	1,535.76
01101 - Wires Canada	80,047.11	110,410.58
01201 - Usd Acct - Canada	11,260.90	15,532.38
01301 - Dep Cc - Canada	86,950.88	119,933.09
01501 - Master - Canada	2,564,979.82	3,537,927.97
01701 - Money Market Investments < 90 Days	21,229,468.37	21,229,468.37
00205 - Master - Citibank	915,694.86	915,694.86
00104 - Electronic Payment-Citibank	8,687,695.31	8,687,695.31
00305 - ACH Debits - Citibank	358,189.36	358,189.36
00306 - CK Disbursement - Citibank	39,538.36	39,538.36
00307 - Payroll-Citibank	853,773.55	853,773.55
00206 - Claire's Intellectual - Citibank	8,673.82	8,673.82
00204 - Operating Acct - Citibank	10,000.00	10,000.00
Totals	34,580,570.29	35,519,766.95

Appendix “E”

Claire's Stores Canada Corp.
100 King Street West, Suite 6600
1 First Canadian Place
Toronto, Ontario M5X 1B8

September 10, 2025

AWS Claire's, LLC
6100 Merriweather Drive, Suite 550
Columbia, MD 21044

Re: Letter Agreement

Ladies and Gentlemen:

Reference is made to that certain Asset Purchase Agreement, dated as of August 18, 2025, by and among AWS Claire's LLC ("Purchaser"), Claire's Holdings LLC ("Parent"), Claire's Stores Canada Corp. ("Canadian Seller") and the other Subsidiaries of Parent that are indicated on the signature pages attached thereto (as amended by the amending agreement dated as of September 8, 2025 the "Purchase Agreement"). Purchaser, Parent and Canadian Seller (collectively, the "Parties" and each a "Party") are entering into this letter agreement (this "Agreement") to reflect their understanding and agreement with respect to certain matters addressed in the Purchase Agreement relating to Canadian Seller. Capitalized terms used and not otherwise defined in this Agreement shall have the respective meanings set forth in the Purchase Agreement.

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, intending to be legally bound, the Parties hereby agree as follows:

1. Purchase Price.

(a) Notwithstanding anything to the contrary in Sections 2.1, 2.6 or 9.2 of the Purchase Agreement, the Purchase Price (excluding the assumption of any Assumed Liabilities and all Sales Taxes and Transfer Taxes) allocated to, and payable to Canadian Seller on Closing in respect of, the Acquired Assets sold by Canadian Seller pursuant to the Purchase Agreement (the "Canadian Purchase Price") shall be determined in accordance with the methodology set out in Schedule "A" hereto and will be payable in cash by wire transfer of immediately available funds to a bank account to be designated by Canadian Seller to Purchaser not less than two (2) Business Days prior to the Closing Date.

(b) The Parties acknowledge that the Purchase Price is exclusive of all Sales Taxes and Transfer Taxes.

(c) For Canadian federal and applicable provincial and local income Tax purposes, the Purchase Price allocated to Canadian Seller shall include an amount equal to the Assumed Liabilities relating to the Acquired Assets sold by Canadian Seller pursuant to the Purchase Agreement that are payable or accrued as of Closing. The Parties acknowledge and agree that any such Assumed Liabilities that are not accrued and payable as of the Closing are inextricably linked

with ownership of the applicable Acquired Assets and that, while having been taken into account by the parties to the Purchase Agreement in establishing the consideration therefor, cannot be separated from the ownership rights in such Acquired Assets and such liabilities are not capable of quantification at the Closing.

2. Leases.

(a) The Parties acknowledge that some or all of the Leases to which Canadian Seller is party (each, a “Canadian Lease”) may require a Consent in order to permit the sale or transfer to Purchaser of Canadian Seller’s right, title and interest in and to such Canadian Lease, and that the assignment of: (i) any such Canadian Lease for an Acquired Store; and (ii) any prepaid expenses and deposits made pursuant to any such Canadian Lease for an Acquired Store, to Purchaser shall be subject to the provisions of Section 1.5(c)(ii) of the Purchase Agreement.

(b) For greater certainty, in the event that any Canadian Lease for an Acquired Store is deemed not to be assigned pursuant to Section 1.5(c)(ii) of the Purchase Agreement then, in accordance with Section 1.5(c)(iii) of the Purchase Agreement:

- (i) all (I) Inventory and supplies and (II) prepaid inventory or in-transit inventory, in each case as described in Section 1.1(n) of the Purchase Agreement, with respect to such Acquired Store shall nonetheless be transferred and sold to Purchaser at Closing, and Purchaser shall cause such Inventory, supplies, and inventory to be moved to a location other than such Acquired Store;
- (ii) all Store Cash at such Acquired Store shall nonetheless be transferred and sold to Purchaser at Closing (and Purchaser shall cause such Store Cash to be moved to a location other than such Acquired Store); and
- (iii) Purchaser shall be responsible for all costs of obtaining landlord Consents in respect of the Canadian Leases for an Acquired Store, including all Cure Costs.

(c) Purchaser acknowledges that, prior to the commencement of the Canadian Proceedings, notices of termination were issued by landlords in respect of Canadian Seller’s leases for the retail locations listed in Schedule “B” hereto (the “Terminated Leases”) and that certain landlords of those previously leased locations have indicated that they will not agree to re-instate the applicable leases or enter into new leases with Canadian Seller for those locations. The Purchaser hereby confirms to the Canadian Seller that it does not require the Terminated Leases, and that the Canadian Seller shall have no obligation to seek to reinstate such Terminated Leases so that they may be transferred and assigned to Purchaser under the Purchase Agreement and Sale Order. For the avoidance of doubt, the Parties hereto hereby agree and confirm that (a) the stores that were previously leased pursuant to Terminated Leases are not “Go-Forward Stores” and cannot become “Acquired Stores”, each as defined in the Purchase Agreement, (b) the Terminated Leases are not “Canadian Leases”, and (c) the Purchaser shall have no obligations in respect of the Terminated Leases, nor the stores that were previously leased pursuant to Terminated Leases,

including without limitation the obligation to purchase or take possession of inventory at such locations.

(d) Notwithstanding anything to the contrary in Section 1.5 of the Purchase Agreement:

- (i) subject to subsection 2(d)(iv) hereof, Canadian Seller agrees that, during the period from the date of this Agreement to the earlier of (A) Closing; and (B) October 1, 2025, Canadian Seller shall not issue a notice of termination or notice of disclaimer in respect of any Lease for a Go-Forward Store in Canada (unless the applicable Lease is designated as an Excluded Contract) without Purchaser's prior written consent;
- (ii) the Purchaser shall designate any Go-Forward Store in Canada as a "Non-Acquired Store" (as defined in the Purchase Agreement) on or before the earlier of (A) 10 am Eastern Time on the Closing Date, and (B) September 30, 2025;
- (iii) to the extent that Aggregate Partial September Rent is payable by the Purchaser in respect of Go-Forward Stores in Canada, such Aggregate Partial September Rent shall be added to the Canadian Purchase Price payable hereunder and paid to the Canadian Seller at the Closing;
- (iv) within three (3) Business Days of designating any Go-Forward Store in Canada a "Non-Acquired Store", Purchaser shall fund a pre-estimate of the Canadian Seller's obligations relating to such Non-Acquired Store for the month of October 2025 (including but not limited to base rent, any percentage rent relating to store proceeds, utilities, common area maintenance charges, and other rents, fees, and costs specified by the applicable Lease) (the "Canadian Non-Acquired Stores Obligations"), by paying to KSV Restructuring Inc., in its capacity as court-appointed monitor of the Canadian Seller (in such capacity, the "Monitor"), an amount equal to 110% of the amount of Rent (as defined in the Amended and Restated Initial Order of the Canadian Court dated August 15, 2025) paid to the applicable landlord in respect of September 2025 (collectively, for all Non-Acquired Stores, the "Pre-Paid NAS Obligation Funds"), to be held in trust by the Monitor in accordance with the terms of subsection 2(d)(v) hereof. The Canadian Seller may in its sole discretion terminate or disclaim the applicable Leases for any Non-Acquired Stores if Purchaser does not timely fund the Pre-Paid NAS Obligation Funds to the Monitor in accordance with this subsection 2(d)(iv);
- (v) the Monitor shall hold the Pre-Paid NAS Obligation Funds in a single non-interest bearing trust account, and allocate such funds to each Non-Acquired Store on a store-by-store basis based on a schedule to be provided by Purchaser and reviewed and confirmed by the Canadian Seller and the

Monitor, to be released as follows, with respect to each Non-Acquired Store in Canada:

- (A) if a Non-Acquired Store is designated as an Acquired Store, the Monitor shall (i) distribute to the Canadian Seller a portion of the Pre-Paid NAS Obligation Funds paid in respect of such Non-Acquired Store equal to the amount of the obligations actually incurred or to be incurred by the Canadian Seller in respect of such Acquired Store for the period from and after October 1, 2025, if any, and (b) distribute the remaining balance of the Pre-Paid NAS Obligation Funds paid in respect of such Non-Acquired Store, if any, to the Purchaser;
- (B) if the Lease for a Non-Acquired Store is designated as an Excluded Contract, the Monitor shall distribute to Canadian Seller the portion of the Pre-Paid NAS Obligation Funds paid in respect of such Non-Acquired Store;
- (C) if, after the aggregate costs and expenses of the Canadian Seller related to the Non-Acquired Stores for the period from and after October 1, 2025, have been finally determined by the Canadian Seller and the Purchaser, in consultation with the Monitor (the "Total NAS Costs"):
 - (1) the aggregate Pre-Paid NAS Obligation Funds are greater than the Total NAS Costs, then the Monitor shall distribute the excess of the Pre-Paid NAS Obligation Funds to the Purchaser;
 - (2) the aggregate Pre-Paid NAS Obligation Funds are less than the Total NAS Costs, then the Purchaser shall promptly pay the deficiency to the Canadian Seller, in immediately available funds;
- (D) the Monitor shall only distribute Pre-Paid NAS Obligation Funds pursuant to subsections 2(d)(v)(A) through (C) hereof pursuant to an irrevocable written direction to the Monitor signed by each of the Canadian Seller and the Purchaser;
- (E) notwithstanding anything to the contrary herein, the Pre-Paid NAS Obligation Funds may be distributed by the Monitor contrary to the above subsections 2(d)(v)(A) through (C): (a) pursuant to an irrevocable written direction to the Monitor signed by each of the Purchaser and the Canadian Seller, with the consent of the Monitor, or (b) pursuant to an order of the Canadian Court, obtained on not less than 5 Business Days notice to the Purchaser, Canadian Seller and Monitor; and

- (F) in the event of any dispute or other controversy regarding the distribution of the Pre-Paid NAS Obligation Funds, the Monitor is authorized to (i) retain the Pre-Paid NAS Obligation Funds until such time as it receives (x) an irrevocable written direction signed by each of the Canadian Seller and the Purchaser directing the release of the Pre-Paid NAS Obligation Funds, or (y) an Order of the Canadian Court directing the release of the Pre-Paid NAS Obligations Funds that is not subject to appeal or other review and the time period for seeking leave to appeal, appeal or other review shall have expired, or (ii) pay the Pre-Paid NAS Obligation Funds into the Canadian Court, whereupon the Monitor shall have no further liability in connection with the Pre-Paid NAS Obligation Funds and shall be released from any and all liability in connection therewith;
- (vi) to the extent that, following the granting of the Sale Order by the Canadian Court, Purchaser requests that Canadian Seller bring a motion pursuant to section 11.3 of the CCAA to seek the assignment of any Lease for an Acquired Store or Non-Acquired Store, Purchaser shall be responsible for and shall pre-fund to Canadian Seller an estimate of the reasonable fees and expenses of counsel to Canadian Seller, the Monitor and the Monitor's counsel in respect of such motion;
- (vii) for the avoidance of doubt, the "Rejection Deadline Date" for Leases for Go-Forward Stores located in Canada shall be September 30, 2025; and
- (viii) all amounts payable by the Purchaser in respect of (a) Acquired Assets in Canada, including without limitation the Canadian Purchase Price and any Aggregate Partial September Rent in respect of Go-Forward Stores in Canada, and, (b) obligations in respect of, or owing to, the Canadian Seller, including without limitation the Pre-Paid NAS Obligation Funds and any deficiency required to be funded pursuant to s. 2(d)(v)(C)(2) hereof, shall be paid into a bank account controlled by the Monitor or the Canadian Seller, unless otherwise agreed by the Monitor in writing.

3. Tax Matters.

(a) Purchaser shall be liable for and shall pay all Sales Taxes and Transfer Taxes applicable to the sale and transfer of the Acquired Assets sold by Canadian Seller, and the Parties shall collect, pay, remit and report any such applicable Sales Taxes and Transfer Taxes in accordance with applicable Law.

(b) The Canadian Seller represents and warrants to Purchaser, as of the date hereof, that all provincial sales tax owing by the Canadian Seller in the provinces of British Columbia, Saskatchewan and Manitoba has been paid. This representation and warranty will terminate effective immediately as of the Closing in accordance with Section 10.1 of the Purchase Agreement.

(c) To the extent permitted under subsection 167(1) of Part IX of the *Excise Tax Act* (Canada), section 75 of the *Québec Sales Tax Act*, and any equivalent or corresponding provision under any applicable provincial or territorial legislation imposing a similar value added or multi-staged tax, Purchaser and Canadian Seller shall jointly elect such that no goods and services tax or harmonized sales tax under the *Excise Tax Act* (Canada) (“HST/GST”) or Québec sales tax under an *Act Respecting the Québec Sales Tax* (Québec) (“QST”) will be payable with respect to the purchase and sale of the Acquired Assets sold by Canadian Seller as Seller pursuant to the Purchase Agreement. Purchaser and Canadian Seller shall make such election(s) in prescribed form containing prescribed information and Purchaser shall file such election(s) in compliance with the requirements of the applicable legislation. Purchaser shall indemnify and hold Canadian Seller harmless from and against any loss that may, directly or indirectly, be suffered or incurred by, or Tax that may be imposed on, Canadian Seller arising from or in respect of any failure by Canadian Seller to collect and remit HST/GST, QST or any similar value added or multi-staged tax or to perform its obligations in respect of HST/GST, QST or any similar value added or multi-staged tax in connection with the purchase and sale of the Acquired Assets sold by Canadian Seller under the Purchase Agreement.

(d) Canadian Seller represents and warrants to Purchaser as follows as of the date hereof and as of the Closing Date:

- (i) Canadian Seller is not a non-resident of Canada for purposes of the *Income Tax Act* (Canada) (the “Tax Act”).
- (ii) Canadian Seller is duly registered under Subdivision (d) of Division V of Part IX of the *Excise Tax Act* (Canada) with respect to HST/GST and its registration number is 865492359 RT0001.
- (iii) Canadian Seller is duly registered under an *Act Respecting the Québec Sales Tax* with respect to QST and its registration number is 1217783816 TQ0001.

The foregoing representations and warranties will terminate effective immediately as of the Closing in accordance with Section 10.1 of the Purchase Agreement.

(e) Purchaser represents, warrants and covenants to Canadian Seller that, as of the Closing Date, it or its Designated Purchaser, as applicable:

- (i) will be duly registered under Subdivision (d) of Division V of Part IX of the *Excise Tax Act* (Canada) with respect to HST/GST and shall provide its registration number to Canadian Seller at or prior to the Closing; and
- (ii) will be duly registered under an *Act Respecting the Québec Sales Tax* with respect to QST and shall provide its registration number to Canadian Seller at or prior to the Closing.

The foregoing representations, warranties and covenants will terminate effective immediately as of the Closing in accordance with Section 10.1 of the Purchase Agreement.

(f) In accordance with and to the extent permitted under the requirements of the Tax Act, the regulations thereunder, the administrative practice and policy of the Canada Revenue Agency and any applicable equivalent or corresponding provincial or territorial legislative, regulatory and administrative requirements, Purchaser and Canadian Seller shall make and file, in a timely manner:

- (i) a joint election(s) to have the rules in section 22 of the Tax Act, and any equivalent or corresponding provision under applicable provincial or territorial tax legislation, apply in respect of the Accounts Receivable sold by Canadian Seller to the extent applicable and shall designate therein that portion of the Purchase Price allocated to such Accounts Receivable in accordance with the procedures set out in Section 9.2 of the Purchase Agreement as the consideration paid by Purchaser to Canadian Seller; and
- (ii) a joint election(s) to have the rules in subsection 20(24) of the Tax Act, and any equivalent or corresponding provision under applicable provincial or territorial tax legislation, apply to the obligations of Canadian Seller in respect of undertakings which arise from the operation of its business and to which paragraph 12(1)(a) or 12(1)(e) of the Tax Act applies. Purchaser and Canadian Seller acknowledge that Canadian Seller is transferring assets to Purchaser which have a value equal to the elected amount as consideration for the assumption by Purchaser of such obligations of Canadian Seller.

Purchaser and Canadian Seller shall prepare and file their respective tax returns in a manner consistent with the aforesaid elections.

4. Breakup Fee and Expense Reimbursement. Notwithstanding anything to the contrary in the Purchase Agreement (including the requirements of Section 5.1(b) thereof), Canadian Seller shall have no obligation to have pay any portion of the Expense Reimbursement or the Breakup Fee in the event that either or both become payable pursuant to the Purchase Agreement.

5. Transferred Employees. For clarity and the avoidance of any doubt, any Business Employee who is employed by Canadian Seller and is made a Transfer Offer and does not expressly sign and return such Transfer Offer prior to the Closing Date, but who performs work at an Acquired Store on or after the Closing Date, will be deemed to have impliedly accepted their respective Transfer Offer and will be considered a Transferred Employee.

6. Designated Purchaser. The Purchaser hereby designates Claire's Essentials Canada Corp. (the "**Canadian Purchaser**") as its "Designated Purchaser" with respect to all of the Acquired Assets of Canadian Seller pursuant to Section 10.4 of the Purchase Agreement, and this Agreement is binding upon such Canadian Purchaser. The terms of Section 10.4 of the Purchase Agreement are incorporated into this Agreement, *mutatis mutandis*.

7. Jurisdiction and Venue. Notwithstanding anything to the contrary in Section 10.13 of the Purchase Agreement, any Agreement Dispute (including with respect to the

negotiation, execution, or performance of this Agreement) that relates solely to: (a) Canadian Seller, (b) the Sale Order of the Canadian Court or (c) the CCAA or Canadian Proceedings (each, a “Canadian Agreement Dispute”) brought by any other Party or its successors or assigns will be brought and determined only in the Canadian Court and any court to which an appeal from the Canadian Court may be validly taken (the “Canadian Courts”). Each of the Parties irrevocably submits to the exclusive jurisdiction of the Canadian Courts for itself and with respect to its property, generally and unconditionally, with regard to any such Canadian Agreement Dispute. No Party will commence any such Canadian Agreement Dispute except in the Canadian Courts, other than Actions in any court of competent jurisdiction to enforce any Order rendered by any Canadian Court, and no Party will file a motion to dismiss any such Canadian Agreement Dispute filed in the Canadian Courts on any jurisdictional or venue-related grounds, including the doctrine of *forum non-conveniens*. Venue would be proper in any of the Canadian Courts, and each Party hereby irrevocably waives any objection that the Canadian Courts are an improper or inconvenient forum for any such Canadian Agreement Dispute.

8. Excluded Contract. The Parties acknowledge and agree that, notwithstanding anything to the contrary in the Purchase Agreement, the consulting agreement dated as of August 12, 2025 between Canadian Seller and a contractual joint venture comprised of Hilco Merchant Retail Solutions ULC, Gordon Brothers Canada ULC and SB360 Capital Partners, LLC, as such agreement may be amended or restated from time to time, shall be deemed to be an Excluded Contract.

9. Miscellaneous. Notwithstanding anything to the contrary in the Agreement:

(a) In Section 1.2(d) of the Purchase Agreement, references to “Bankruptcy Case” shall be deemed to include the Canadian Proceeding.

(b) Notwithstanding the requirements of Section 1.5(a) and Section 5.1(b) of the Purchase Agreement, Canadian Seller will serve a motion seeking the Sale Order in the Canadian Proceeding on the Service List for such proceedings and on such other Persons as may be reasonably requested by the Purchaser. The form of Sale Order served in such motion shall, unless otherwise agreed by the Parties, set forth the estimated Cure Costs applicable to Canadian Seller’s Assigned Contracts being assigned to Purchaser under section 11.3 of the CCAA.

(c) Purchaser acknowledges that the obligation for Sellers under Section 1.5(a) of the Purchase Agreement to assume the Assigned Contracts under the Bankruptcy Code prior to assigning them to Purchaser is inapplicable to Canadian Seller.

(d) Canadian Seller shall not be required to deliver an IRS Form W-9 or IRS Form W-8 pursuant to Section 2.4(d) of the Purchase Agreement.

(e) For purposes of the representations and warranties being given by Canadian Seller (including as incorporated into any bring-down certificate delivered at the Closing) in Sections 3.2 and 3.3 of the Purchase Agreement, references to “requisite Bankruptcy Court approvals” shall be deemed to include requisite Canadian Court approvals.

(f) Section 5.3 of the Purchase Agreement will not apply to the Sale Order sought in the Canadian Proceedings, provided that the form of Sale Order sought in the Canadian Proceedings must be acceptable to Purchaser, acting reasonably.

(g) In Section 6.6 of the Purchase Agreement:

- (i) references to the “Bankruptcy Court” shall be deemed to include the Canadian Court;
- (ii) references to the “Bankruptcy Code” shall be deemed to include the CCAA; and
- (iii) references to “Bankruptcy Cases” shall be deemed to include the Canadian Proceedings.

(h) Notwithstanding Section 10.17 of the Purchase Agreement, Purchaser acknowledges that a copy of the Purchase Agreement will be filed with the Canadian Court.

(i) The reference to the “Bankruptcy Court” in the definition of “Consent” in Section 11.1 of the Purchase Agreement shall, solely for purposes of the Acquired Assets sold by Canadian Seller, be deemed to include the Canadian Court.

(j) The reference to the “Bankruptcy Cases” in the definition of “Ordinary Course” in Section 11.1 of the Purchase Agreement shall be deemed to include the Canadian Proceedings.

(k) The reference to the “Bankruptcy Code” in the definition of “Permitted Encumbrances” in Section 11.1 of the Purchase Agreement shall be deemed to include the CCAA and the Canadian Proceedings.

(l) The Monitor is a party to this Agreement solely for the purposes of agreeing to and acknowledging its obligations under s. 2(d) hereof. The Purchaser acknowledges and agrees that KSV Restructuring Inc., acting in its capacity as Monitor, will have no liability, in its personal capacity, in connection with this Agreement or the Pre-Paid NAS Obligation Funds whatsoever, except in the case of gross negligence or wilful misconduct as determined by an order of the Canadian Court that is not subject to appeal or other review and the time period for seeking leave to appeal, appeal or other review shall have expired. In performing its obligations hereunder, the Monitor shall have all rights, protections and benefits provided for under the Amended and Restated Initial Order of the Canadian Court dated August 15, 2025, any other order of the Canadian Court, the CCAA and otherwise at law. The Monitor may: (i) act, and rely, upon any direction, notice, instrument or other document believed by the Monitor to be genuine and to have been signed and/or presented by a party hereto to the Monitor; (ii) at any time, and from time to time, consult with independent legal counsel of its own choice and shall have no liability for any action taken or omitted by it hereunder acting in accordance with the advice of such legal counsel; and (iii) seek advice and direction from the Court with respect to the holding, distribution or any other matter with respect to the Pre-Paid NAS Obligation Funds. The Monitor shall have no liability for any taxes in connection with the receipt, holding or distribution of the Pre-Paid NAS Obligation Funds hereunder. In connection with making any distribution of the Pre-Paid NAS Obligation Funds hereunder, the Monitor shall be entitled to withhold any taxes required to be

withheld by applicable law in connection with such distribution, including but not limited to applicable withholding taxes, and shall remit such taxes to the appropriate tax authority.

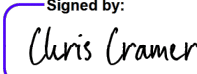
10. Incorporation by Reference. Sections 10.5 (Amendment and Waiver), 10.6 (Third Party Beneficiaries), 10.7 (Non-Recourse), 10.8 (Severability), 10.9 (Construction), 10.13 (Jurisdiction and Exclusive Venue) (but subject to Section 7 hereof), 10.14 (Governing Law; Waiver of Jury Trial), 10.16 (Counterparts and PDF) and 11.3 (Rules of Interpretation) of the Purchase Agreement are incorporated by reference herein, *mutatis mutandis*, except as otherwise expressly modified by this Agreement.

[Signature Pages Follows]

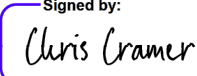
Kindly acknowledge your acceptance of and agreement to the foregoing by executing a counterpart of this Agreement.

Very truly yours,

CLAIRE'S STORES CANADA CORP.

By:  Signed by:
7730FEA546A44C7...
Name: Chris Cramer
Title: Chief Executive Officer

CLAIRE'S HOLDINGS LLC

By:  Signed by:
7730FEA546A44C7...
Name: Chris Cramer
Title: Chief Executive Officer

Agreed and acknowledged solely for the purposes of section 2(d)(iv), (v) and (viii) and section 9(l):

KSV RESTRUCTURING INC., solely in its capacity as Court-appointed Monitor of Claire's Stores Canada Corp., and not in its personal or corporate capacity.

By: _____
Name: Noah Goldstein
Title: Managing Director

Kindly acknowledge your acceptance of and agreement to the foregoing by executing a counterpart of this Agreement.

Very truly yours,

CLAIRE'S STORES CANADA CORP.

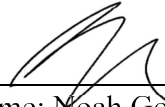
By: _____
Name: Chris Cramer
Title: Chief Executive Officer

CLAIRE'S HOLDINGS LLC

By: _____
Name: Chris Cramer
Title: Chief Executive Officer

Agreed and acknowledged solely for the purposes of section 2(d)(iv), (v) and (viii) and section 9(1):

KSV RESTRUCTURING INC., solely in its capacity as Court-appointed Monitor of Claire's Stores Canada Corp., and not in its personal or corporate capacity.

By:  _____
Name: Noah Goldstein
Title: Managing Director

Accepted and agreed as of the date written above:

AWS CLAIRE'S, LLC

By:  _____
Name: Lawrence S. Berger
Title: Authorized Signatory

SCHEDULE “A”

Purchase Price Allocation Methodology

The Canadian Purchase Price payable to Canadian Seller will be determined in accordance with the following methodology (provided, for clarity, that the amounts set out in the following are illustrative in nature and subject to change):

Illustrative Canadian Purchase Price Allocation Methodology		
(\$ in millions, USD)		
Purchase Price		\$104.0
Repayment of Inventory Pre-funding		(20.0)
Inventory Adjustment		(6.9)
AR Adjustment		(2.9)
Shrink Adj		(2.5)
Purchase Price IP Allocation		(26.6)
Net Cash Purchase Price		\$45.1
Total Acquired Inventory		\$75.1
Canadian Buyer Acquired Inventory at Close:		
Canadian Inv. at GF Stores + CPG	30-Aug	\$4.5
COGS	06-Sep	(0.2)
COGS	13-Sep	(0.2)
COGS	20-Sep	(0.2)
Canadian Inv. at GF Stores	At Close	\$3.9
US Stores Inventory	At Close	71.2
Total Acquired Inventory		\$75.1
% Canada		5.2%
Net Cash Purchase Price		\$45.1
% Canada		5.2%
Purchase Price (Canada)		\$2.3
Accrued and Unpaid Post-Petition Shared Services		(1.3)
Estimated Net Proceeds to Canada		\$1.0

SCHEDULE “B”

Terminated Leases

	Store No.	Location
1.	8764	Metropolis At Metrotown (Icing)
2.	2504	Metropolis At Metrotown (Claire’s)
3.	2520	Markville Shopping Centre
4.	2701	Vaughan Mills
5.	2502	Bramalea City Centre
6.	2566	Intercity Shopping Centre
7.	2645	Coquitlam Centre
8.	2647	Prairie Mall Shopping Ctr
9.	2575	Kingsway Garden Mall
10.	2583	Scarborough Town Centre
11.	2587	Square One Shopping Ctr
12.	2618	Upper Canada Mall
13.	8768	Oshawa Centre
14.	8769	Conestoga-Waterloo
15.	2815	Place Rosemere

Appendix “F”

Comparison of Sale Transaction and Liquidation Scenarios

\$CAD 000's; unaudited	Notes	Sale	
		Transaction	Liquidation
Cash on Hand	1.	5,487	5,487
Proceeds – Sale Transaction	2.	1,400	-
Proceeds - Liquidation	3.	1,986	7,231
Total Receipts		8,873	12,718
Operating Costs	4.	(4,244)	(9,989)
Professional Fees	5.	(1,031)	(1,381)
Proceeds Available for Distribution to Creditors		3,598	1,349
Preferred Creditor Claims	6.	(248)	(839)
		3,350	510
Unsecured Landlord Claims	7.	(367)	(3,125)
Trade Creditor Claims	8.	(1,396)	(1,396)
Employee Claims	9.	(452)	(1,777)
Related Party Claims	10.	(73,636)	(73,636)
Contingency for Other Unsecured Claims		(500)	(500)
Estimated Aggregate Creditor Recovery		4.4%	0.6%

General Note:

The above is based on: a) a Sale Transaction where, for illustration purposes, 77 of the Applicant's leases are assigned to the Purchaser on closing, which is assumed to be September 19, 2025, with a liquidation being completed for the remaining 26 stores, compared to b) a liquidation of the Applicant's 103 stores, which is projected to be completed by November 14, 2025. All amounts other than cash on hand are estimated.

Key Notes & Assumptions:

1. Cash on hand reflects the September 5, 2025 actual balance.
2. Estimated proceeds of USD \$1.0 million, converted to CAD at an exchange rate of 1.40, were allocated to the Applicant pursuant to the Canadian Side Letter Agreement.
3. Under the Sales Transaction Scenario, liquidation proceeds reflect the disposition of 26 stores currently being liquidated whereas under the Liquidation Scenario, proceeds assumes the full liquidation of all 103 stores.
4. The Liquidation Scenario reflects higher operating costs due to the continued operation of all 103 stores through November 14, 2025.
5. The Liquidation Scenario contemplates increased professional fees, driven by the longer duration required to execute a complete liquidation process.
6. Preferred creditor claims represent actual arrears of rent (as of the date of the Initial Order) up to three months for 26 leases to be disclaimed in the Sale Transaction Scenario (assuming the remainder are assumed) and for 103 leases to be disclaimed in the Liquidation Scenario.
7. Estimate of accelerated rent for either 26 stores (Sale Transaction) or 103 stores (Liquidation), on an unsecured basis, as the value of the property on premises at the time the leases will be disclaimed will be nil and therefore a preferred claim will not apply.
8. Pre-filing trade accounts payable is based on the Applicant's books and records as of July 31, 2025.
9. Employee claims under the Liquidation scenario is for 703 employees based on statutory termination, severance, and where applicable, common law entitlements whereas under the Sale Transaction scenario it is based on 180 employees being terminated during the proceeding.
10. Intercompany payable is based on the Applicant's books and records as of July 31, 2025.

**IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985,
c. C-36, AS AMENDED**

Court File No.: CV-25-00748871-00CL

**AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF
CLAIRE'S STORES CANADA CORP.**

Applicant

**ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)**
Proceeding commenced at Toronto

**SECOND REPORT OF THE MONITOR
(Dated September 15, 2025)**

GOODMANS LLP
Barristers & Solicitors
Bay Adelaide Centre
333 Bay Street, Suite 3400
Toronto, Canada M5H 2S7

Brendan O'Neill LSO #43331J
boneill@goodmans.ca

Christopher Armstrong LSO #55148B
carmstrong@goodmans.ca

Josh Sloan LSO #90581H
jsloan@goodmans.ca

Tel: 416.979.2211
Fax: 416.979.1234

Lawyers for the Monitor