

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

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| In re: |) | |
| |) | Chapter 11 |
| |) | |
| STAGE STORES, INC., <i>et al.</i> , ¹ |) | Case No. 20-32564 (DRJ) |
| |) | |
| Debtors. |) | (Jointly Administered) |
| |) | |
| |) | Re: Docket No. 27 |

INTERIM ORDER (I) AUTHORIZING THE DEBTORS TO CLOSE STORES AND WIND-DOWN OPERATIONS, (II) AUTHORIZING THE DEBTORS TO ASSUME AND PERFORM UNDER THE CONSULTING AGREEMENT RELATED TO THE STORE CLOSINGS, (III) APPROVING PROCEDURES FOR STORE CLOSING SALES, (IV) APPROVING MODIFICATIONS TO CERTAIN CUSTOMER PROGRAMS, AND (V) GRANTING RELATED RELIEF

Upon the motion (the “Motion”)² of the above-captioned debtors and debtors in possession (collectively, the “Debtors”) for entry of an interim order (this “Interim Order”), (a) authorizing the Debtors to wind-down operations; (b) authorizing the Debtors to assume and perform under the Master Consulting Agreement and the SOW 4 (together, the “Consulting Agreement”), copies of which are attached hereto as **Exhibit 1-A** and **Exhibit 1-B**; (c) authorizing the Debtors to conduct closings or similarly themed sales (the “Store Closing Sales”) at the locations subject to the Consulting Agreement (the “Closing Locations”) in accordance with the terms of the Store Closing Procedures attached hereto as **Exhibit 2**, with any such related sales to be free and clear of all liens, claims and encumbrances (collectively, the “Encumbrances”); (d) approving the continuation of the non-insider Wind-Down Incentive Program; (e) approving modifications to

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number, are: Stage Stores, Inc. (6900) and Specialty Retailers, Inc. (1900). The Debtors’ service address is: 2425 West Loop South, Houston, Texas 77027.

² Capitalized terms used but not defined herein have the meanings ascribed to them in the Motion.



certain customer programs, including the return policy and acceptance of gift cards, resulting from the Wind-Down; (f) authorizing the sale or disposition of the Store Closing Assets free and clear of Encumbrances; (g) authorizing the abandonment of certain burdensome Merchandise, FF&E, and personal property; and (h) granting related relief, all as more fully set forth in the Motion; and upon the First Day Declaration; and this Court having jurisdiction over this matter pursuant to 28 U.S.C. § 1334; 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 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 under the circumstances and no other notice need be provided; and this Court having reviewed the Motion and having heard the statements in support of the relief requested therein at a hearing before this Court (the "Hearing"); and this Court having determined that the legal and factual bases set forth in the Motion and at the 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, **THE COURT HEREBY FINDS AND DETERMINES THAT:**

1. The findings and conclusions set forth herein constitute the 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 that 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.

2. The Debtors have sound business reasons for seeking to commence the Wind-Down, assume and perform under the Consulting Agreement, and adopt the Store Closing Procedures, on an interim basis subject to the Final Hearing, as set forth in the Motion and at the Hearing, and entering into the Consulting Agreement is a reasonable exercise of the Debtors' business judgment and in the best interests of the Debtors and their estates.

3. The conduct of the Store Closings in accordance with the Store Closing Procedures will provide an efficient means for the Debtors to dispose of the Store Closing Assets.

4. The Consulting Agreement were negotiated, proposed, and entered into by the Consultant and the Debtors without collusion, in good faith, and from arm's-length bargaining positions.

5. The Debtors' assumption of the Consulting Agreement is a sound exercise of the Debtors' business judgment.

6. The Store Closings are in the best interest of the Debtors' estates.

7. The Debtors have represented that they are neither selling nor leasing personally identifiable information pursuant to the Motion, although the Consultant will be authorized to distribute emails and promotional materials to the Debtors' customers consistent with the Debtors' existing policies on the use of consumer information.

8. The relief set forth herein is necessary to avoid immediate and irreparable harm to the Debtors and their estates and the Debtors have demonstrated good, sufficient, and sound business purposes and justifications for the relief approved herein.

9. The entry of this Interim Order is in the best interest of the Debtors and their estates, creditors, and interest holders and all other parties in interest herein.

IT IS HEREBY ORDERED THAT:

10. The final hearing (the “Final Hearing”) on the Motion shall be held on June 10, 2020, at 2:30 p.m., prevailing Central Time. Any objections or responses to entry of a final order on the Motion shall be filed on or before 4:00 p.m., prevailing Central Time, on June 3, 2020.

11. The Debtors’ implementation and effectuation of the Wind-Down is approved as set forth herein, pursuant to section 105(a) and 363(b) of the Bankruptcy Code.

12. The Debtors are authorized, pursuant to sections 105(a), 363(b), and 365 of the Bankruptcy Code and without further notice or relief from the Court except as provided herein, to take any and all actions consistent with this Order that are necessary or appropriate in the exercise of their reasonable business judgment to implement the Wind-Down.

13. The Debtors are authorized and empowered to take any and all further actions as may be reasonably necessary or appropriate to give effect to this Interim Order.

14. Notwithstanding the relief granted in this Interim Order, any payment made by the Debtors pursuant to the authority granted herein, or authorizations contained hereunder, shall be subject to and in compliance with any orders entered by the Court approving the Debtors’ entry into any postpetition debtor in possession financing facility and any budget in connection therewith and/or authorizing the Debtors’ use of cash collateral and any budget in connection therewith. To the extent there is any inconsistency between such orders and any action taken or proposed to be taken hereunder, the terms of such orders and budgets shall control, other than as explicitly set forth in paragraph 18 of this Interim Order.

15. To the extent of any conflict between this Interim Order, the Store Closing Procedures, and the Consulting Agreement, the terms of this Interim Order shall control over all other documents and the Store Closing Procedures shall control over the Consulting Agreement.

16. Notice of the Motion as provided therein shall be deemed good and sufficient notice of such Motion and the requirements of Bankruptcy Rule 6004(a) and the Local Rules are satisfied by such notice.

17. Notwithstanding Bankruptcy Rule 6004(h), the terms and conditions of this Interim Order are immediately effective upon its entry.

I. Authority to Assume and Perform under the Consulting Agreement.

18. The Debtors are authorized to assume and perform under the Consulting Agreement pursuant to sections 363 and 365 of the Bankruptcy Code, on an interim basis including: (a) making payments required by the Consulting Agreement to the Consultant without the need for any application of the Consultant or a further order of the Court and (b) allowing the sale of Additional Consultant Goods, and (c) participating in an augmentation program, all as permitted under the Consulting Agreement. Consultant's fees and expenses shall be paid from the gross proceeds of the Store Closing Sales, without adherence to any weekly, monthly or aggregate limitation in a DIP financing or cash collateral budget entered in connection with these chapter 11 cases, but shall be subject to the terms of the Consulting Agreement itself, including as to any expense budget attached thereto.

19. Consultant is hereby granted a first-priority security interest and lien upon (i) the Additional Consultant Goods and (ii) Consultant's portion of the Additional Consultant Goods proceeds, which security interest shall be deemed perfected on an interim basis pursuant to this Interim Order without the requirement of filing UCC financing statements or providing notifications to any prior secured parties (provided that Consultant is hereby authorized to deliver any notices and file any financing statements and amendments thereof under the applicable UCC identifying Consultant's interest in the Additional Consultant Goods (and any proceeds thereof) as consigned goods thereunder and the Debtors as the consignee therefor, and Consultant's security

interest in such Additional Consultant Goods and Consultant's portion of the Additional Consultant Goods proceeds). As part of each weekly reconciliation, the Debtors shall turnover all proceeds from the sale of Additional Consultant Goods to the Consultant, net of any fee payable to the Debtors pursuant to the Consulting Agreement.

20. To the extent that Stage Stores private label credit cards are going to be allowed to purchase Additional Consultant Goods and/or FF&E, those Additional Consultant Goods and FF&E will be treated the same as Debtors' goods under the Private Label Credit Card Program Agreement as if they were Stage Stores' Merchandise.

21. Subject to the restrictions set forth in this Interim Order and the Store Closing Procedures, the Debtors and the Consultant hereby are authorized to take any and all actions as may be necessary or desirable to implement the Consulting Agreement and the Store Closings; and each of the transactions contemplated by the Consulting Agreement, and any actions taken by the Debtors and the Consultant necessary or desirable to implement the Consulting Agreement and/or the Store Closings prior to the date of this Interim Order, hereby are approved and ratified.

II. Authority to Engage in Store Closings.

22. The Debtors are authorized, but not directed, on an interim basis pending the Final Hearing, pursuant to sections 105(a) and 363(b)(1) of the Bankruptcy Code, to immediately conduct the Store Closing Sales at the Closing Locations in accordance with this Interim Order, the Store Closing Procedures and the Consulting Agreement.

23. The Store Closing Procedures are approved in their entirety on an interim basis.

24. The Debtors are authorized to discontinue operations at the Closing Locations in accordance with this Interim Order and the Store Closing Procedures.

25. All entities that are presently in possession of some or all of the Merchandise or FF&E in which the Debtors hold an interest that are or may be subject to the Consulting Agreement

or this Interim Order hereby are directed to surrender possession of such Merchandise or FF&E to the Debtors or the Consultant. Debtors shall immediately serve a copy of this Interim Order on any party alleged to be in possession of said Merchandise or FF&E.

26. Subject to Section IV of this Interim Order, neither the Debtors nor the Consultant nor any of their officers, employees, or agents shall be required to obtain the approval of any third party, including (without limitation) any Governmental Unit (as defined in Bankruptcy Code section 101(27)) or landlord, to conduct the Store Closing Sales and to take the related actions authorized herein.

III. Conduct of the Store Closing Sales.

27. All newspapers and other advertising media in which the Store Closings may be advertised and all landlords are directed to accept this Interim Order as binding authority so as to authorize the Debtors and the Consultant to conduct the Store Closing Sales and the sale of Merchandise and FF&E pursuant to the Consulting Agreement, including, without limitation, to conduct and advertise the sale of the Merchandise and FF&E in the manner contemplated by and in accordance with this Interim Order, the Store Closing Procedures, and the Consulting Agreement. Nothing herein shall be construed to require newspapers or other advertising media to change or modify their normal process for accepting advertising relevant to any Sale.

28. The Debtors and the Consultant are hereby authorized to take such actions as may be necessary and appropriate to implement the Consulting Agreement and to conduct the Store Closings without necessity of further order of this Court as provided in the Consulting Agreement or the Store Closing Procedures, including, but not limited to, advertising the sale as a “store closing sale”, “sale on everything”, “everything must go”, or similar-themed sales through the posting of signs (including the use of exterior banners at non-enclosed mall closing locations, and at enclosed mall closing locations to the extent the applicable closing location entrance does

not require entry into the enclosed mall common area), use of sign-walkers and street signage; *provided*, however, that only Debtor-approved terminology will be used at each Store in connection with the Store Closings.

29. Notwithstanding anything herein to the contrary, and in view of the importance of the use of sign-walkers, banners, and other advertising to the sale of the Merchandise and FF&E, to the extent that, prior to the Final Hearing, disputes arise during the course of such sale regarding laws regulating the use of sign-walkers, banners, or other advertising and the Debtors and the Consultant are unable to resolve the matter consensually, any party may request an immediate telephonic hearing with this Court pursuant to these provisions. Such hearing will, to the extent practicable, be scheduled initially no later than the earlier of (a) the Final Hearing or (b) within two business days of such request. This scheduling shall not be deemed to preclude additional hearings for the presentation of evidence or arguments as necessary.

30. Nothing in the Consulting Agreement, the Store Closing Procedures or this Interim Order releases, nullifies, or enjoins the enforcement of any liability to a Governmental Unit under environmental laws or regulations (or any associated liabilities for penalties, damages, cost recovery, or injunctive relief) to which any entity would be subject as the owner, lessor, lessee, or operator of the property after the date of entry of this Interim Order. Nothing contained in this Interim Order, the Consulting Agreement, or the Store Closure Procedures shall in any way: (a) diminish the obligation of any entity to comply with environmental laws; or (b) diminish the obligations of the Debtors to comply with environmental laws consistent with their rights and obligations as debtors in possession under the Bankruptcy Code, and the Debtors reserve all rights related thereto.

31. Except as expressly provided in the Consulting Agreement, the sale of the Merchandise and FF&E shall be conducted by the Debtors and the Consultant notwithstanding any restrictive provision of any lease, sublease, or other agreement relative to occupancy affecting or purporting to restrict the conduct of the Store Closing Sales, the rejection of leases, abandonment of assets, or “going dark” provisions. The Debtors and landlords of the closing locations are authorized to enter into agreements (“Side Letters”) between themselves modifying the Store Closing Procedures without further order of the Court, and such Side Letters shall be binding as among the Debtors and any such landlords. In the event of any conflict between the Store Closing Procedures and any Side Letter, the terms of such Side Letter shall control.

32. Except as expressly provided for herein or in the Store Closing Procedures, no person or entity, including, but not limited to, any landlord, licensor, service providers, utilities, or creditor, shall take any action to directly or indirectly prevent, interfere with, or otherwise hinder consummation of the Store Closing Sales, or the advertising and promotion (including the posting of signs and exterior banners or the use of sign-walkers) of such sales, and all such parties and persons of every nature and description, including, but not limited to, any landlord, licensor, service providers, utilities, or creditor and all those acting for or on behalf of such parties, are prohibited and enjoined from (a) interfering in any way with, obstructing, or otherwise impeding, the conduct of the Store Closings and/or (b) instituting any action or proceeding in any court (other than in the Court) or administrative body seeking an order or judgment against, among others, the Debtors, the Consultant, or the landlords at the closing locations that might in any way directly or indirectly obstruct or otherwise interfere with or adversely affect the conduct of the sale or other liquidation sales at the closing locations and/or seek to recover damages for breach(es) of

covenants or provisions in any lease, sublease, license, or contract based upon any relief authorized herein.

33. All sales of Store Closing Assets shall be “as is” and final. However, as to the stores, all state and federal laws relating to implied warranties for latent defects shall be complied with and are not superseded by the sale of said goods or the use of the terms “as is” or “final sales.” As to the Closing Locations, all state and federal laws relating to implied warranties for latent defects shall be complied with and are not superseded by the sale of said goods or the use of the terms “as is” or “final sale.”

34. The Consultant shall accept return of any goods that contain a defect which the lay consumer could not reasonably determine was defective by visual inspection prior to purchase for a full refund, provided that the consumer must return the merchandise within the time period proscribed by the Debtors’ return policy that was in effect when the merchandise was purchased, the consumer must provide a receipt, and the asserted defect must in fact be a “latent” defect., which goods shall not be resold by the Debtors.

35. The Consultant shall not be liable for sales taxes except as expressly provided in the Consulting Agreement and the payment of any and all sales taxes is the responsibility of the Debtors. The Debtors are directed to remit all taxes arising from the Store Closing Sales to the applicable Governmental Units as and when due, *provided* that in the case of a bona fide dispute the Debtors are only directed to pay such taxes upon the resolution of the dispute, if and to the extent that the dispute is decided in favor of the applicable Governmental Unit. For the avoidance of doubt, sales taxes collected and held in trust by the Debtors shall not be used to pay any creditor or any other party, other than the applicable Governmental Unit for which the sales taxes are collected. The Consultant shall collect, remit to the Debtors and account for sales taxes as and to

the extent provided in the Consulting Agreement. This Interim Order does not enjoin, suspend, or restrain the assessment, levy or collection of any tax under state law, and does not constitute a declaratory judgment with respect to any party's liability for taxes under state law.

36. Pursuant to section 363(f) of the Bankruptcy Code, the Consultant, on behalf of the Debtors, is authorized to sell, and all sales of Store Closing Assets, whether by the Consultant or the Debtors, shall be, free and clear of any and all of any liens, claims, encumbrances, and other interests; *provided*, however, that any such liens, claims, encumbrances, and other interests shall attach to the proceeds of the sale of the Store Closing Assets with the same validity, in the amount, with the same priority as, and to the same extent that any such liens, claims, and encumbrances have with respect to the Store Closing Assets, subject to any claims and defenses that the Debtors may possess with respect thereto and the Consultant's fees and expenses (as provided in the Consulting Agreement).

37. Neither the Store Closing Procedures, Consulting Agreement, nor this Interim Order authorize the Debtors to transfer or sell to Consultant or any other party the personal identifying information (which means information which alone or in conjunction with other information identifies an individual, including but not limited to an individual's first name (or initial) and last name, physical address, electronic address, telephone number, social security number, date of birth, government-issued identification number, account number and credit or debit card number ("PII") of any customers or employees unless such sale or transfer is permitted by the Debtors' privacy policy and state, provincial or federal privacy and/or identity theft prevention laws and rules (collectively, the "Applicable Privacy Laws"). The foregoing shall not limit the Consultant's use of the Debtors' customer lists and mailing lists in accordance with the Consulting Agreement solely for purposes of advertising and promoting the Sales. To the extent

that the Debtors propose to sell or abandon FF&E which may contain PII or confidential information about the Debtors' employees and/or customers, the Debtors shall remove the PII from such items of FF&E before such sale or abandonment. At the conclusion of the Sales, the Consultant shall provide the Debtors with written verification that the Consultant has not removed, copied, or sold any customer PII and that any records containing PII were shredded, erased or otherwise modified to render the PII unreadable or undecipherable prior to any sales. Debtors shall prepare and file a declaration of compliance within 30 days from the conclusion of each sale which reflects if any sale or abandonment of FF&E containing PII has taken place and that removal of the PII has occurred.

38. The Debtors and/or the Consultant (as the case may be) are authorized and empowered to transfer Store Closing Assets among the stores. The Consultant is authorized to sell the Debtors' FF&E and abandon the same, in each case, as provided for and in accordance with the terms of the Consulting Agreement, provided that, to the extent prohibited by applicable law, the Consultant and Debtors are not authorized to abandon, and the Debtors are directed to remove and properly dispose of, any hazardous materials defined under applicable law of the jurisdiction in which the materials are located from any leased premises as and to the extent required by applicable law of the jurisdiction in which the lease premises lies.

39. Notwithstanding this or any other provision of this Interim Order, nothing shall prevent or be construed to prevent the Consultant (individually, as part of a joint venture, or otherwise) or any of its affiliates from bidding on the Debtors' assets not subject to the Consulting Agreement, pursuant to a consulting agreement, or otherwise ("Additional Assets"). The Consultant is hereby authorized to bid on and guarantee or otherwise acquire such Additional

Assets notwithstanding anything to the contrary in the Bankruptcy Code or other applicable law, *provided* that such guarantee, transaction or acquisition is approved by separate order of this Court.

IV. Dispute Resolution Procedures with Governmental Units.

40. Nothing in this Interim Order, the Consulting Agreement, or the Store Closing Procedures, releases, nullifies, or enjoins the enforcement of any liability to a Governmental Unit under environmental laws or regulations (or any associated liabilities for penalties, damages, cost recovery, or injunctive relief) to which any entity would be subject as the owner, lessor, lessee, or operator of the property after the date of entry of this Interim Order. Nothing contained in this Interim Order, the Consulting Agreement, or the Store Closing Procedures shall in any way (a) diminish the obligation of any entity to comply with environmental laws or (b) diminish the obligations of the Debtors to comply with environmental laws consistent with its rights and obligations as debtor in possession under the Bankruptcy Code. The Store Closings shall not be exempt from laws of general applicability, including, without limitation, public health and safety, criminal, tax, labor, employment, environmental, antitrust, fair competition, traffic and consumer protection laws, including local laws, regulations, ordinances, or police powers of general applicability regarding matters such as regulating deceptive practices and false advertising (collectively, "General Laws"). Nothing in this Interim Order, the Consulting Agreement or the Store Closing Procedures, shall alter or affect obligations to comply with all applicable federal safety laws and regulations. Nothing in this Interim Order shall be deemed to bar any Governmental Unit (as such term is defined in section 101(47) of the Bankruptcy Code) from enforcing General Laws in the applicable non-bankruptcy forum, subject to the Debtors' rights to assert in that forum or before this Court that any such laws are not in fact General Laws or that such enforcement is impermissible under the Bankruptcy Code, this Interim Order, or otherwise, pursuant to paragraph 38 herein. Notwithstanding any other provision in this Interim Order, no

party waives any rights to argue any position with respect to whether the conduct was in compliance with this Interim Order and/or any applicable law, or that enforcement of such applicable law is preempted by the Bankruptcy Code. Nothing in this Interim Order shall be deemed to have made any rulings on any such issues.

41. To the extent that the sale of Store Closing Assets is subject to Applicable Sale Laws, including any federal, state, or local statute, ordinance, or rule, or licensing requirement directed at regulating “going out of business,” “store closing,” similar inventory liquidation sales, or bulk sale laws, including laws restricting safe, professional, and non-deceptive, customary advertising such as signs, banners, posting of signage, and use of sign-walkers solely in connection with the sale and including ordinances establishing license or permit requirements, waiting periods, time limits or bulk sale restrictions that would otherwise apply solely to the sale of the Store Closing Assets, or any similar laws, the dispute resolution procedures in this section shall apply:

- (a) Provided that the Store Closings are conducted in accordance with the terms of this Interim Order and the Store Closing Procedures, and in light of the provisions in the laws of many Governmental Units that exempt court-ordered sales from their provisions, the Debtors shall be presumed to be in compliance with any Applicable Sale Laws and, subject to Paragraph 37 hereof, are authorized to conduct the Store Closings in accordance with the terms of this Interim Order and the Store Closing Procedures without the necessity of further showing compliance with any Applicable Sale Laws.
- (b) Within two business days after entry of this Interim Order, the Debtor shall serve copies of this Interim Order, the Consulting Agreement and the Store Closing Procedures via email, facsimile, or regular mail, on the following: (i) the United States Trustee; (ii) the state attorney general’s office for each state where the Store Closings are being held; (iii) the county consumer protection agency or similar agency for each county where the Store Closings will be held; (iv) the division of consumer protection for each state where the Store Closings will be held; (v) the chief legal counsel for the local jurisdiction; and (vi) the landlords for the stores.
- (c) To the extent there is a dispute arising from or relating to the Store Closings, this Interim Order, the Consulting Agreement, or the Store Closing Procedures, which dispute relates to any Applicable Sale Laws (a “Reserved Dispute”), this Court

shall retain exclusive jurisdiction to resolve the Reserved Dispute. Any time within ten days following entry of this Interim Order, any Governmental Unit may assert that a Reserved Dispute exists by serving written notice of such Reserved Dispute (which may be by e-mail) to counsel for the Debtors so as to ensure delivery thereof within one business day thereafter. If the Debtors and the Governmental Unit are unable to resolve the Reserved Dispute within fifteen days after service of the notice, the aggrieved party may file a motion with this Court requesting that this Court resolve the Reserved Dispute (a “Dispute Resolution Motion”).

- (d) In the event a Dispute Resolution Motion is filed, nothing in this Interim Order shall preclude the Debtors, a landlord, or other interested party from asserting (i) that the provisions of any Applicable Sale Laws are preempted by the Bankruptcy Code or (ii) that neither the terms of this Interim Order nor the conduct of the Debtors pursuant to this Interim Order, violates such Applicable Sale Laws. Filing a Dispute Resolution Motion as set forth herein shall not be deemed to affect the finality of any order or to limit or interfere with the Debtors’ or the Consultant’s ability to conduct or to continue to conduct the Store Closings pursuant to this Interim Order, absent further order of this Court. This Court grants authority for the Debtors and the Consultant to conduct the Store Closings pursuant to the terms of this Interim Order, the Consulting Agreement, and/or the Store Closing Procedures and to take all actions reasonably related thereto or arising in connection therewith. The Governmental Unit shall be entitled to assert any jurisdictional, procedural, or substantive arguments it wishes with respect to the requirements of its Applicable Sale Laws or the lack of any preemption of such Applicable Sale Laws by the Bankruptcy Code. Nothing in this Interim Order shall constitute a ruling with respect to any issues to be raised in any Dispute Resolution Motion.
- (e) If, at any time, a dispute arises between the Debtors and/or the Consultant and a Governmental Unit as to whether a particular law is an Applicable Sale Law, and subject to any provisions contained in this Interim Order related to the Applicable Sale Laws, then any party to that dispute may utilize the provisions hereunder by serving a notice to the other party and proceeding thereunder in accordance with those paragraphs. Any determination with respect to whether a particular law is an Applicable Sale Law shall be made *de novo*.

42. Except as expressly provided for herein or in the Store Closing Procedures, and except with respect to any Governmental Unit (as to which paragraphs 37 and 38 shall apply), no person or entity, including but not limited to any landlord, licensor, or creditor, shall take any action to directly or indirectly prevent, interfere with, or otherwise hinder consummation of the Store Closings, or the advertising and promotion (including the posting of signs or the use of sign

walkers) of the Store Closings, and all such parties and persons of every nature and description, including landlords, licensors, creditors and utility companies and all those acting for or on behalf of such parties, are prohibited and enjoined from (a) interfering in any way with, or otherwise impeding, the conduct of the Store Closings and/or (b) instituting any action or proceeding in any court or administrative body seeking an order or judgment against, among others, the Debtors, the Consultant, or the landlords at the stores that might in any way directly or indirectly obstruct or otherwise interfere with or adversely affect the conduct of the Store Closings and/or seek to recover damages for breach(es) of covenants or provisions in any lease, sublease or license based upon any relief authorized herein.

43. Any restrictions in any lease agreement, restrictive covenant, or similar documents purporting to limit, condition, or impair the Debtors' ability to conduct the Store Closings shall not be enforceable, nor shall any breach of such provisions in these chapter 11 cases constitute a default under a lease or provide a basis to terminate the lease; *provided* that the Store Closings are conducted in accordance with the terms of this Interim Order and the Store Closing Procedures.

44. Subject to Paragraphs 37 and 38 above, each and every federal, state, or local agency, departmental or governmental unit with regulatory authority over the Store Closings and all newspapers and other advertising media in which the Store Closings are advertised shall consider this Interim Order as binding authority that no further approval, license, or permit of any governmental unit shall be required, nor shall the Debtors be required to post any bond, to conduct the Store Closings.

45. Provided that the Store Closing Sales are conducted in accordance with the terms of this Interim Order, the Consulting Agreement, and the Store Closing Procedures, and in light of the provisions in the laws that exempt court-ordered sales from their provisions, the Debtors shall

be presumed to be in compliance with any Applicable Sale Laws and are authorized to conduct the Store Closings in accordance with the terms of this Interim Order and the Store Closing Procedures without the necessity of further showing compliance with any such Applicable Sale Laws.

46. To the extent that between the Petition Date and the date of the Final Hearing there is Reserved Dispute, the Court shall retain exclusive jurisdiction to resolve the Reserved Dispute which such Reserved Dispute will be heard at the Final Hearing, absent a party obtaining expedited relief. Nothing in this Interim Order shall constitute a ruling with respect to any issues to be raised with respect to a Reserved Dispute. Any Governmental Unit may assert a Reserved Dispute by sending a written notice (which may be by e-mail) explaining the nature of the dispute to: (a) Stage Stores, Inc., 2425 West Loop South, Houston, Texas 77027, Attn: Office of the General Counsel (legalnotices@stage.com); (b) proposed co-counsel to the Debtors, Kirkland & Ellis LLP, 601 Lexington Avenue, New York, New York 10022, Attn.: Joshua A. Sussberg, P.C. (joshua.sussberg@kirkland.com) and Neil E. Herman (neil.herman@kirkland.com), Kirkland & Ellis LLP, 300 North LaSalle Street, Chicago, Illinois 60654, Attn.: Joshua M. Altman (josh.altman@kirkland.com), and Jackson Walker L.L.P., 1401 McKinney Street, Suite 1900, Houston, Texas 77010, Attn.: Matthew D. Cavanaugh (mcavanaugh@jw.com); (c) the United States Trustee for the Southern District of Texas, 515 Rusk Street, Suite 3516, Houston, Texas 77002, Attn.: Hector Duran (hector.duran.jr@usdoj.gov) and Stephen Statham (stephen.statham@usdoj.gov); (d) counsel to any statutory committee appointed in these chapter 11 cases; and (e) counsel to the Consultant, Katten Muchin Rosenman LLP, 575 Madison Avenue, New York, New York 10022, Attn.: Cindi M. Giglio (cindi.giglio@katten.com).

V. Wind-Down Incentive Program.

47. The Debtors are authorized to continue and honor obligations related to the Wind-Down Incentive Program; *provided*, however, that such authority shall not extend to any Insider without further order of this Court.

VI. Consumer Provisions.

48. For the first 30 days from the date of the reopening of any store to the public, the Debtors shall accept returns of merchandise sold by the Debtors in the ordinary course prior to any Sale Commencement Date; *provided* that such return is otherwise in compliance with the Debtors' return policies in effect as of the date such item was purchased and the customer is not repurchasing the same item so as to take advantage of the sale price being offered in the Store

49. Closings; *provided*, further, that (a) returns of items sold on a "final" basis, including items sold in the initial closing stores on a "final" basis pursuant to the Store Closing Order, shall not be accepted, and (b) gift cards may not be returned for cash.

50. Notwithstanding anything herein, all state and federal laws relating to implied warranties for latent defects shall be complied with and are not superseded by the sale of said goods or the use of the terms "as is" or "final sales." The Debtors shall accept return of any goods purchased during the Store Closings that contain a defect which the lay consumer could not reasonably determine was defective by visual inspection prior to purchase for a full refund; *provided*, that the consumer must return the merchandise within 30 days of their purchase, the consumer must provide a receipt for the purchase to the Debtors, and the asserted defect must in fact be a "latent" defect, which goods shall not be resold by the Debtors

51. For the first 30 days from the date of the reopening of any store to the public, such store will continue to accept the Debtors' validly-issued gift certificates and gift cards issued prior to the Sale Commencement Date for in-person (and only in person) purchases in the ordinary

course of business. After the expiration of the 30 days to utilize gift certificates and gift cards in-store, all such validly-issued gift certificates and gift cards will no longer be accepted by the Debtors and deemed to have no remaining value. Notwithstanding any policy or state law to the contrary, the gift cards are not redeemable for cash at any time.

52. The Debtors and the Consultant shall post conspicuous signs in their stores, including at their cash registers, explaining the above “consumer provisions” to customers, including the return policies and gift card policy, which shall remain posted throughout the duration of the Store Closings. In addition, the Debtors will post notice of the changes to gift cards and customer programs on the Debtors’ website.

VII. Other Provisions.

53. The Consultant shall not be liable for any claims against the Debtors, and the Debtors shall not be liable for any claims against the Consultant, in each case, other than as expressly provided for in the Consulting Agreement.

54. Within 30 days of conclusion of the Sale, the Debtors shall (a) file with the Court a summary report of the store closing process that will include (i) a list of the stores closed and (ii) gross revenue from the store closing assets sold, and (b) file with the Court and serve on the U.S. Trustee and any statutory committee report showing payment of each of the Consultant’s fees, setting forth detail and information regarding the calculation of such fees paid to the Consultant and expenses reimbursed to the Consultant. Only the U.S. Trustee (and no other party) shall have 20 days after the date on which such report is filed to object solely as to the reasonableness of the compensation paid or expenses reimbursed to the Consultant; *provided, however*, that with respect to any such objection: (i) the Consultant’s “Merchandise Fee,” “FF&E Commission” and “Additional Agent Goods Fee” and the “Reimbursement of Consultant Controlled Expenses” in accordance with the aggregate budget set forth on Exhibit B to SOW 4 are found to be reasonable

as of the date hereof, and such fees and expenses shall not be later deemed unreasonable on the basis that the success of the Sale, whether on account of sales, recovery, or otherwise, resulted in the Consultant receiving compensation, in dollar terms, that was greater than any budget or forecast provided by the Debtors, their advisors, and/or the Consultant.

55. This Court shall retain exclusive jurisdiction with regard to all issues or disputes relating to this Interim Order or the Consulting Agreement, including, but not limited to, (a) any claim or issue relating to any efforts by any party or person to prohibit, restrict or in any way limit banner and sign-walker advertising, including with respect to any allegations that such advertising is not being conducted in a safe, professional, and non-deceptive manner, (b) any claim of the Debtors, the landlords and/or the Consultant for protection from interference with the Store Closing Sales, (c) any other disputes related to the Store Closing Sales, and (d) to protect the Debtors and/or the Consultant against any assertions of any liens, claims, encumbrances, and other interests. No such parties or person shall take any action against the Debtors, the Consultant, the landlords or the Store Closing Sales until this Court has resolved such dispute. This Court shall hear the request of such parties or persons with respect to any such disputes on an expedited basis, as may be appropriate under the circumstances.

Houston, Texas

Dated: _____, 2020

DAVID R. JONES
UNITED STATES BANKRUPTCY JUDGE

Exhibit 1-A

Master Consulting Agreement



Gordon Brothers

Effective May 2, 2019

To: Specialty Retailers, Inc.
2425 West Loop South
Houston, Texas 77027

From: Gordon Brothers Retail Partners, LLC
800 Boylston Street
27th Floor
Boston, MA 02199

Re: Store Closing Program – Master Consulting Agreement

Ladies and Gentlemen:

This letter shall serve as the agreement of Gordon Brothers Retail Partners, LLC (“GB” or the “Consultant”) and Specialty Retailers, Inc. (the “Merchant” and together with Consultant, the “Parties”) pursuant to which Consultant shall advise Merchant on best practices for conducting a “store closing,” “everything must go,” “sale on everything,” and other mutually agreed upon themed sale (“Sale”) at certain of Merchant’s retail stores as identified pursuant to Section 2 below (each a “Store” and collectively the “Stores”), subject to the terms and conditions set forth herein.

1. SERVICES

(A) Consultant shall, throughout the Sale Term:

- (i) Recommend appropriate discounting to effectively sell all of the goods located at the Stores as of the Sale Commencement Date or thereafter delivered to the Stores with the mutual agreement of the Parties in accordance with a “Sale, and recommend appropriate point-of-purchase, point-of-sale, and other internal and external advertising in connection therewith. The sales and promotional plan designed by Consultant will seek to maximize sales during a pre-determined and mutually agreed upon period of time for each Store.
- (ii) Provide a main operations point of contact and qualified field personnel to assist with the conduct of the Sale, as may be mutually agreed from time to time.
- (iii) Assist Merchant with ensuring that the Sale conducted at each Store is in compliance with lease obligations, which obligations shall be identified by

Merchant to Consultant in advance of the Sale Commencement Date, and in the absence thereof, Consultant shall be permitted to advertise the Sale as a “store closing,” “everything must go,” “sale on everything,” and other mutually agreed upon themed sale.

- (iv) Establish criteria and processes for evaluation of sales of Merchant’s goods located at the Stores by category, including sales reporting and expense monitoring, and utilize such report to optimize the promotional cadence and merchandise mix.
- (v) Recommend loss prevention strategies.
- (vi) Coordinate with Merchant so that the operation of the Stores is being properly maintained including ongoing customer service and housekeeping activities.
- (vii) Recommend appropriate staffing levels for the Stores and appropriate bonus and/or incentive programs (to be funded by Merchant) for Store employees, and advise on strategies designed to maximize associate retention through the store conversion.
- (viii) Provide marketing services, including recommending strategies designed to maximize customer retention through store conversion, designing campaigns and related collateral, producing in store collateral, coordinating with Merchant’s internal marketing team on execution of email campaigns, and other services of a similar nature, all of which shall be mutually agreed.
- (ix) Advise Merchant with respect to the permitting requirements of affecting the Sale as a “store closing” or other mutually agreed upon theme in compliance with applicable state and local “going out of business” laws. In connection with such obligation, Consultant will (i) advise Merchant of the applicable waiting period under such laws, and/or (ii) prepare (in Merchant’s name and for Merchant’s signature) all permitting paperwork as may be necessary under such laws, deliver all such paperwork to Merchant, and file, on behalf of Merchant, all such paperwork where necessary, and/or (iii) advise where permitting paperwork and/or waiting periods do not apply.

2. SALE TERM; VACATING STORES

(A) Attached as Schedule 1 is a form of Statement of Work (a “SOW”), which Merchant and Consultant shall complete and execute in connection with each “wave” of Stores that Merchant wishes to close pursuant to this Agreement (each, a “Wave”). The list of Stores to be closed in each Wave shall be identified on Exhibit A to a SOW. The term “Sale Term” with respect to each Wave shall commence on or about the start date set forth on its respective SOW (each, a “Sale Commencement Date”) and shall end on the end date set forth on its respective SOW (each, a “Sale Termination Date”); provided however, that Consultant and Merchant may

mutually agree upon an earlier or later “Sale Commencement Date” or “Sale Termination Date” with respect to any one or more Stores (on a Store-by-Store basis) within such Wave.

(B) Upon the conclusion of the Sale Term at each Store, Consultant shall leave such Store in broom clean condition, subject to Consultant’s right pursuant to Section 6 below to abandon in a neat and orderly manner all unsold Offered FF&E and all Retained FF&E.

3. EXPENSES

(A) All expenses incident to the conduct of the Sale and the operation of the Stores during the Sale Term (including without limitation all Consultant Controlled Expenses and all other store-level and corporate expenses associated with the Sale) shall be borne by Merchant; except solely for any “Consultant Controlled Expenses” that exceed the budgeted amount (as provided in Section 3(B) below) for such Consultant Controlled Expenses.

(B) Attached to each SOW as Exhibit B shall be an expense budget for the “Consultant Controlled Expenses” in connection with such wave. Consultant will advance funds for the Consultant’s Controlled Expenses, and Merchant shall reimburse Consultant for the actual cost incurred (up to the budgeted amount) in connection with each weekly reconciliation contemplated by Section 5(B) upon presentation of reasonable documentation for such expenses.

(C) The parties may from time to time mutually agree in writing to increase the budget of Consultant Controlled Expenses based upon circumstances of the Sale, or to reallocate the budgeted amount across the line items within the aggregate amount of Consultant’s Controlled Expenses.

4. CONSULTANT COMPENSATION

(A) **Definitions.** As used herein, the following terms shall have the following meanings:

- (i) “Cost Value” with respect to each item of Merchandise sold, shall be determined by reference to the lower of (1) the lowest per unit vendor cost in the File or in Merchant’s books and records, maintained in the ordinary course consistent with historic practices; or (2) the Retail Price.
- (ii) “File” shall mean any inventory file identified on a SOW or otherwise delivered to Consultant in connection with its diligence in connection with execution thereof.
- (iii) “Gross Proceeds” shall mean the sum of the gross proceeds of all sales of Merchandise (including as a result of the redemption of any gift card, gift certificate, or merchandise credit) during the Sale Term, net only of returns and sales taxes.
- (iv) “Gross Recovery Percentage” shall mean the Gross Proceeds divided by the sum of the aggregate Cost Value of all of the Merchandise.

- (v) "Merchandise" shall mean all goods actually sold in the Stores during the Sale Term, the aggregate amount of which shall be determined using the gross rings inventory taking method. Merchandise shall not include consigned goods and any other goods for which Merchant does not have title, including Additional Consultant Goods.
- (vi) "Retail Price" shall mean with respect to each item of Merchandise sold, the lower of the lowest ticketed, marked, shelf, stickered, hang-tag, or File price.

(B) **Merchandise Fee.** In consideration of its services hereunder, Merchant shall pay Consultant a "Merchandise Fee" for each Wave as identified on the respective SOW for such Wave.

(C) **Non-Merchandise.** Consultant shall have no obligations with respect to any goods not constituting Merchandise hereunder.

(D) **Gross Rings.** For purposes of calculating Gross Proceeds, Gross Recovery Percentage and the Consultant's Merchandise Fee for each Wave, the parties shall use the "Gross Rings" method, wherein Merchant shall keep (i) a strict count of gross register receipts less applicable sales taxes, and (ii) cash reports of sales for each Store. Register receipts shall show for each item sold the Cost Value and Retail Price (as reflected on Merchant's books and records) for such item, and the markdown or other discount granted in connection with such sale. All such records and reports shall be made available to Consultant during regular business hours upon reasonable notice.

(E) **Weekly Payments.** On a weekly basis in connection with each weekly reconciliation contemplated by Section 5(B) below, Merchant shall pay Consultant, for each Wave then being conducted, an amount equal to the minimum percentage fee set forth on the respective SOW multiplied by Gross Proceeds on account of the prior week's sales in such Wave as an advance on account of the Merchandise Fee payable thereunder; and (2) any FF&E Commission (as defined below) earned during the prior week. The parties shall determine the definitive Gross Recovery Percentage, Merchandise Fee, and FF&E Commission (and in the case of Merchant, any Additional Consultant Goods Fee, if any,) in connection with the Final Reconciliation for each Wave. Immediately thereafter (and as part of the Final Reconciliation), Merchant or Consultant, as the case may be, shall pay any additional amount owed on account of such fees.

5. CONDUCT OF SALE; OTHER SALE MATTERS

(A) Merchant shall have control over the personnel in the Stores and shall handle the cash, debit and charge card payments for all Merchandise in accordance with Merchant's normal cash management procedures, subject to Consultant's right to audit any such items in the event of a good faith dispute as to the amount thereof. Merchant (and not Consultant) shall be responsible for ensuring that the Sale, and the operation of the Stores (before, during, and after the Sale Term) shall be conducted in compliance with all applicable laws and regulations.

(B) The parties will meet bi-weekly during the Sale Term to review any Sale matters reasonably requested by either party; and all amounts payable or reimbursable to Consultant for the prior weeks (or the partial weeks in the case of the first and last weeks) shall be reconciled and paid immediately thereafter. No later than twenty (20) days following the end of the Sale in each Wave, the parties shall complete a final reconciliation and settlement of all amounts contemplated by this Agreement ("Final Reconciliation"). From time to time upon request, each party shall prepare and deliver to the other party such other reports as either party may reasonably request. Each party to this Agreement shall, at all times during the Sale Term and during the one (1) year period thereafter, provide the other with access to all information, books and records relating to the Sale and to this Agreement. All records and reports shall be made available to Consultant and Merchant during regular business hours upon reasonable notice.

(C) Merchant shall be solely responsible for the computing, collecting, holding, reporting, and paying all sales taxes associated with the sale of Merchandise during the respective Sale Terms, and Consultant shall have absolutely no responsibilities or liabilities therefor.

(D) Although Consultant shall undertake its obligations under this Agreement in a manner designed to achieve the desired results of the Sale and to maximize the recovery to the Merchant, Merchant expressly acknowledges that Consultant is not guaranteeing the results of the Sale.

(E) Merchant acknowledges that (i) the parties are not conducting an inventory of Merchant's goods located at the Stores; (ii) Consultant has made no independent assessment of the beginning levels of such goods; and (iii) Consultant shall not bear any liability for shrink or other loss to Merchant's goods located at the Stores (including without limitation Merchandise). Merchant may, at its election, conduct an inventory at some or all of the Stores and Consultant agrees to cooperate with such inventory taking if and when done.

(F) All sales of Merchandise in the Stores during the Sale shall be made in the name, and on behalf, of Merchant.

(G) The parties will mutually agree upon the date for which Merchandise will be advertised as "final sales" and "as is," and at such time the sales receipts will reflect the same.

(H) Consultant shall, during the Sale Term at the Stores, cooperate with Merchant in respect of Merchant's procedures governing returns of goods otherwise sold by Merchant (e.g., not in the Stores during the Sale Term).

(I) Concurrently with the execution of, and as a condition to Consultant's obligations under, this Agreement, Merchant shall fund to Consultant the advance amount specified on a SOW (the "Special Purpose Payment") which shall be held by Consultant until the Final Reconciliation for the last Wave hereunder (and Merchant shall not apply the Special Purpose Payment to, or otherwise offset any portion of the Special Purpose Payment against, any weekly reimbursement, payment of fees, or other amount owing to Consultant under this Agreement prior to such Final Reconciliation). Without limiting any of Consultant's other rights, Consultant may apply the Special Purpose Payment to any unpaid obligation owing by Merchant to Consultant under this Agreement. The Special Purpose Payment shall be offset against any sums that Merchant owes

to Consultant under this Agreement at the Final Reconciliation and Consultant shall return any remaining portion of the Special Purpose Payment to Merchant within three days following the Final Reconciliation for the last Wave hereunder.

6. FF&E

(A) Promptly following the Sale Commencement Date for each Wave, Merchant shall inform Consultant of those items of owned furnishings, trade fixtures, equipment, machinery, office supplies, conveyer systems, racking, rolling stock, any vehicles or other modes of transportation, and other personal property (collectively, "FF&E") located at the Stores included within such Wave which are to be sold (collectively, "Non-Retained FF&E").

(B) With respect to all FF&E located at the Stores as of the Sale Commencement Date which is Non-Retained FF&E, Consultant shall have the right to sell such Non-Retained FF&E during the Sale Term on a commission basis equal to the agreed-upon percentage set forth in a SOW of the gross sales of Non-Retained FF&E, net only of sales tax ("FF&E Commission").

(C) Merchant shall reimburse Consultant for its reasonable sale expenses associated with the sale of the Non-Retained FF&E, not to exceed the amount shown on an FF&E expense budget, to be mutually and reasonably agreed to by the parties promptly after Merchant identifies/designates/distinguishes the Non-Retained FF&E for each Wave ("FF&E Expenses").

(D) Consultant shall have the right to abandon any unsold Non-Retained FF&E at the Stores at the conclusion of the applicable Sale Term without liability to Merchant or any third party. Consultant shall have no responsibility with respect to any FF&E that is not Non-Retained FF&E or any other personal property except as may be mutually agreed to by the Parties.

7. ADDITIONAL CONSULTANT GOODS

(A) In connection with the Sale, and subject to compliance with applicable law, Consultant shall have the right, at Consultant's sole cost and expense, to supplement the Merchandise in the Sale with additional goods procured by Consultant which are of like kind, and no lesser quality to the Merchandise in the Sale ("Additional Consultant Goods"). The Additional Consultant Goods shall be purchased by Consultant as part of the Sale, and delivered to the Stores at Consultant's sole expense (including labor, freight and insurance relative to shipping such Additional Consultant Goods to the Stores). Sales of Additional Consultant Goods shall be run through Merchant's cash register systems; provided, however, that Consultant shall mark the Additional Consultant Goods using either a "dummy" SKU or department number, or in such other manner so as to distinguish the sale of Additional Consultant Goods from the sale of Merchandise. If required by law, Consultant and Merchant shall also cooperate so as to ensure that the Additional Consultant Goods are marked in such a way that a reasonable consumer could identify the Additional Consultant Goods as non-Merchant goods. In such case, Consultant shall provide signage in the Stores notifying customers that the Additional Consultant Goods have been included in the Sale. Absent Merchant's written consent, and Consultant's agreement to

reimburse Merchant for any associated expenses, Consultant shall not use Merchant's distribution centers for any Additional Consultant Goods.

(B) Consultant shall pay to Merchant an amount equal to the agreed-upon percentage set forth in SOW of the gross proceeds (excluding sales taxes) from the sale of the Additional Consultant Goods (the "Additional Consultant Goods Fee"), and Consultant shall retain all remaining amounts from the sale of the Additional Consultant Goods. Consultant shall pay Merchant its Additional Consultant Goods Fee in connection with each bi-weekly sale reconciliation with respect to sales of Additional Consultant Goods sold by Consultant during each then prior week in each Wave (or at such other mutually agreed upon time).

(C) Additional Consultant Goods offered for Sale in the Stores will be materially similar to the existing family-oriented assortment in the Stores and subject to approval of Merchant. Consultant and Merchant intend that the transactions relating to the Additional Consultant Goods are, and shall be construed as, a true consignment from Consultant to Merchant in all respects and not a consignment for security purposes. Subject solely to Consultant's obligations to pay to Merchant the Additional Consultant Goods Fee, at all times and for all purposes the Additional Consultant Goods and their proceeds shall be the exclusive property of Consultant, and no other person or entity shall have any claim against any of the Additional Consultant Goods or their proceeds. The Additional Consultant Goods shall at all times remain subject to the exclusive control of Consultant.

(D) Merchant shall, at Consultant's sole cost and expense, insure the Additional Consultant Goods and, if required, promptly file any proofs of loss with regard to same with Merchant's insurers. Consultant shall be responsible for payment of any deductible (or its proportional share in relation to the Consultant Consigned Goods) under any such insurance in the event of any casualty affecting the Consultant Consigned Goods.

(E) Merchant acknowledges that the Additional Consultant Goods shall be consigned to Merchant as a true consignment under Article 9 of the Uniform Commercial Code (the "UCC"). Consultant is hereby granted a first priority security interest in and lien upon (i) the Additional Consultant Goods and (ii) the Additional Consultant Goods proceeds less the Additional Consultant Goods Fee, and Consultant is hereby authorized to file UCC financing statements and provide notifications to any prior secured parties.

(F) In lieu of the true consignment nature of the Additional Consultant Goods, the Parties may mutually agree in any SOW to alternative treatment thereof.

8. INSURANCE; RISK OF LOSS

(A) During the Sale Term: (a) Merchant shall maintain (at its expense) insurance with respect to the Merchandise in amounts and on such terms and conditions as are consistent with Merchant's ordinary course operations, and (b) each of Merchant and Consultant shall maintain (at each party's respective expense) comprehensive liability insurance covering injuries to persons and property in or in connection with the Stores, in such amounts as are reasonable and consistent with its ordinary practices, for bodily injury, personal injury and/or property damage. Each party shall be added as an additional insured on all such insurance of the other party, and

each party shall provide the other with certificates of all such insurance prior to the commencement of the Sale.

(B) Notwithstanding any other provision of this Agreement, Merchant and Consultant agree that Consultant shall not be deemed to be in possession or control of the Stores, or the Merchandise or other assets located therein or associated therewith, or of Merchant's employees located at the Stores; and Consultant does not assume any of Merchant's obligations or liabilities with respect thereto.

(C) Notwithstanding any other provision of this Agreement, Merchant and Consultant agree that (with the exception of Additional Consultant Goods) Merchant shall bear all responsibility for liability claims (product liability and otherwise) of customers, employees and other persons arising from events occurring at the Stores, and Merchandise sold in the Stores, before, during and after the Sale Term.

9. INDEMNIFICATION

(A) Consultant shall indemnify and hold Merchant and its affiliates, and their respective officers, directors, employees, consultants, and independent contractors (collectively, "Merchant Indemnified Parties") harmless from and against all claims, demands, penalties, losses, liability or damage, including, without limitation, reasonable attorneys' fees and expenses, directly or indirectly asserted against, resulting from or related to:

- (i) Consultant's material breach of or failure to comply with any of its agreements, covenants, representations or warranties contained herein or in any written agreement entered into in connection herewith;
- (ii) any harassment or any other unlawful, tortious or otherwise actionable treatment of any employees or agents of Merchant by Consultant, its affiliates or their respective officers, directors, employees, agents, independent contractors or representatives (including without limitation any supervisors);
- (iii) any claims by any party engaged by Consultant as an employee or independent contractor (including without limitation any non-Merchant employee supervisor) arising out of such employment or engagement; or
- (iv) the negligence, willful misconduct or unlawful acts of Consultant, its affiliates or their respective officers, directors, employees, Consultants, independent contractors or representatives, *provided that* Consultant shall not be obligated to indemnify any Merchant Indemnified Party from or against any claims, demands, penalties, losses, liabilities or damages arising primarily from any Merchant Indemnified Party's gross negligence, willful misconduct, or unlawful act.

(B) Merchant shall indemnify and hold Consultant, its affiliates and their respective officers, directors, employees, consultants, and independent contractors (collectively, "Consultant Indemnified Parties") harmless from and against all claims, demands, penalties, losses, liability or damage, including, without limitation, reasonable attorneys' fees and expenses, directly or indirectly asserted against, resulting from or related to:

- (i) Merchant's material breach of or failure to comply with any of its agreements,

- covenants, representations or warranties contained herein or in any written agreement entered into in connection herewith;
- (ii) any claims by any party engaged by Merchant as an employee or independent contractor arising out of such engagement;
 - (iii) any consumer warranty or products liability claims relating to any Merchandise (except for Additional Consultant Goods); and/or
 - (iv) the negligence, willful misconduct or unlawful acts of Merchant, its affiliates or their respective officers, directors, employees, agents, independent contractors or representatives, *provided that* Merchant shall not be obligated to indemnify any Consultant Indemnified Party from or against any claims, demands, penalties, losses, liabilities or damages arising primarily from any Consultant Indemnified Party's gross negligence, willful misconduct, or unlawful act.

10. CONFIDENTIALITY

The Confidentiality Agreement entered into by the Parties effective as of April 1, 2019 ("NDA") is incorporated herein by this reference. To the extent consistent with performances of Consultant's duties under this Agreement, Consultant and Merchant agree to hold in confidence Confidential Information in accordance with the terms of the NDA. Consultant may engage independent contractors and/or joint venture partners to assist with the provision of services under this Agreement, provided, however, such contractors or partners must execute a joinder agreeing to the terms of the NDA and Consultant shall remain obligated for its performance hereunder and their compliance therewith.

11. MISCELLANEOUS

This Agreement constitutes the entire agreement between the parties with respect to the matters contemplated hereby and supersedes and cancels all prior agreements, including, but not limited to, all proposals, letters of intent or representations, written or oral, with respect thereto. This Agreement may not be modified except in a written instrument executed by each of the parties hereto. No consent or waiver by any party, express or implied, to or of any breach or default by the other in the performance of its obligations hereunder shall be deemed or construed to be a consent or waiver to or of any other breach or default in the performance by such other party of the same or any other obligation of such party. The failure on the part of any party to complain of any act or failure to act by the other party or to declare the other party in default, irrespective of how long such failure continues, shall not constitute a waiver by such party of its rights hereunder. Nothing contained in this Agreement shall be deemed to create any relationship between Merchant and Consultant other than that of Consultant as an independent contractor of Merchant, and it is stipulated that the parties are not partners or joint venturers in any way. Unless expressly set forth herein to the contrary, to the extent that either party's consent is required/requested hereunder, such consent shall not be unreasonably withheld or delayed. This Agreement shall inure to the benefit of and be binding upon the parties and their respective successors and assigns; provided however, that this Agreement may not be assigned by either party without the prior written consent of the other. Written notices contemplated by this Agreement shall be sent by email (i) if to Merchant c/o the person indicated below at the address specified above; and (ii) if to Consultant c/o Mackenzie Shea at mshea@gordonbrothers.com.

[Signature Page to Follow]

Very truly yours,

Gordon Brothers Retail Partners, LLC

By: Richard P. Edwards
Name: *Richard Edwards*
Title: *Co-President - Retail*

Agreed and Accepted:

Specialty Retailers, Inc.

By: Jason Curtis
Jason Curtis (May 23, 2019)
Name: Jason Curtis
Title: EVP, CFO
Address: 2425 West Loop South, Houston, TX 77027

Schedule 1:
Form Statement of Work

STATEMENT OF WORK

WAVE # _____

EFFECTIVE _____, 20__

This Statement of Work (the "SOW") is executed pursuant to that certain *Store Closing Program – Master Consulting Agreement* (the "Agreement") effective as of May 2, 2019 by and between Specialty Retailers, Inc. (the "Merchant") and Gordon Brothers Retail Partners, LLC (the "Consultant" and together with Merchant, the "Parties"). Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Agreement.

1. The Stores for this Wave are identified on Exhibit A attached hereto.
2. The budget of Consultant Controlled Expenses for this Wave is attached hereto as Exhibit B.
3. The Sale Commencement Date for this Wave shall be _____.
4. The Sale Termination Date for this Wave shall be _____.
5. The File for this Wave is _____.
6. The fee and expenses to be paid by Merchant to Consultant in connection with this Wave are:
 - a. A Merchandise Fee equal to:
 - b. A FF&E Commission equal to [] percent ([]%).
 - c. Reimbursement of Consultant Controlled Expenses in accordance with the Agreement.
7. Consultant shall pay to Merchant any Additional Consultant Goods Fee equal to [] percent ([]%) in accordance with Section 7(B) of the Agreement.
8. Any other changes to the terms and conditions of the Agreement are as follows:

Gordon Brothers Retail Partners, LLC

Specialty Retailers, Inc.

By: _____

Name:

Title:

By: _____

Name:

Title:

- Exhibits:
- A Stores
 - B Budget of Consultant Controlled Expenses

MAJOR CONTRACT APPROVAL FORM

Contract Title: Master Consulting Agreement; SOW Wave #1

Contract Party: Gordon Brothers Retail Partners, LLC.

Company Contact: Jennifer Costa Department: Finance

Contract Amount: \$400,000.00 Contract competitively bid? YES / NO

If not competitively bid, please initial below, as applicable:

- Bid Waiver Form attached
- Bidding requirements do not apply - contract under \$100,000
- Bidding requirements do not apply - other contractual commitments to this vendor make bidding impracticable
- Bidding requirements do not apply – no other vendors provide required items or services

APPROVALS:

Jennifer Costa (May 23, 2019)

SVP, General Counsel and Secretary

Jason Curtis (May 23, 2019)

EVP/CFO

N/A

President & CEO

N/A

EVP/CIO

N/A

Compensation Committee – Chairperson

N/A

Company’s Outside Legal Counsel

N/A
Authorized Officer (VP and above)

N/A
SVP - Finance & Controller

N/A
EVP/CHRO

N/A
Audit Committee – Chairperson

N/A
Board of Directors – Chairperson

REQUIRED APPROVALS: SVP, General Counsel signature is required on all Major Contracts

| | |
|---|---|
| All Major Contracts \$100,000 or Under | <ul style="list-style-type: none"> • Authorized Officer; and • SVP, General Counsel; and • EVP/CIO (if IT related) |
| All Major Contracts over \$100,000 and up to \$250,000 and all Advertising / Media Contracts over \$150,000 and up to \$250,000 | <ul style="list-style-type: none"> • Authorized Officer; and • SVP, General Counsel; and • SVP-Finance & Controller or EVP/CFO; and • EVP/CHRO (if employment related); and • EVP/CIO (if IT related) |
| All Major Contracts over \$250,000 and up to \$1,000,000 | <ul style="list-style-type: none"> • Authorized Officer; and • SVP, General Counsel; and • EVP/CFO; and • EVP/CHRO (if employment related); and • EVP/CIO (if IT related) |
| All Major Contracts over \$1,000,000 and up to \$5,000,000 | <ul style="list-style-type: none"> • Authorized Officer; and • SVP, General Counsel; and • EVP/CFO or President & CEO; and • EVP/CHRO (if employment related); and • EVP/CIO (if IT related); and • Company’s Outside Legal Counsel |
| All Major Contracts over \$5,000,000 | <ul style="list-style-type: none"> • Authorized Officer; and • SVP, General Counsel; and • EVP/CFO and President & CEO; and • EVP/CHRO (if employment related); and • EVP/CIO (if IT related); and • Company’s Outside Legal Counsel |
| Related Party Transactions | <ul style="list-style-type: none"> • SVP-Finance & Controller or EVP/CFO; and • EVP/CHRO (if employment related); and • President & CEO; and • Audit Committee; and • Company’s Outside Legal Counsel; and • Board of Directors (if in excess of \$5,000) |
| Other Material Transactions | <ul style="list-style-type: none"> • SVP-Finance & Controller or EVP/CFO; and • EVP/CHRO (if employment related); and • President & CEO; and • Company’s Outside Legal Counsel; and • Board of Directors |

CONTRACT SUBMISSION FORM*Instructions:* When submitting a contract to Legal Department for review, you must complete Sections I and II below.**SECTION I: GENERAL CONTRACT INFORMATION**

| | |
|---|--|
| Stage Contact (Business Partner) and Extension: | Jenn Costa |
| Stage Officer Signing Contract: (must be VP or above) | Jason Curtis |
| Department (HR, IT, Finance, etc.): | Finance |
| Vendor Name and Contact Information: (name, email, phone): | Gordon Brothers Retail Partners, LLC |
| Contract Title: | Master Consulting Agreement; SOW Wave #1 |
| Date initial comments needed from Legal: | N/A |
| Contract Description / Purpose: (e.g., replaces contract, renewal, maintenance, support) | best practices for conducting store closings |
| Description of contract terms (or attach Letter of Intent): | |
| Description of payment terms: (e.g., monthly payments, pay in full, pay with interest) | weekly payments |
| Other Business Considerations: | |
| Does Contract involve any IT components? (e.g., computer hardware/software, cloud, web or data related services, voice/data communications, etc.) | <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO |
| Is there a Project Charter for this Contract? (please provide copy) | <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO |
| Does Contract involve confidential Company data, customer or associate Personal Data or other sensitive information? (e.g. name, physical or email address, government issued ID #, Social Security #, Passport #, Driver's License #, credit card or other financial account #, date of birth, gender, or employer issued ID #, phone #s, medical information, non-public company financials or other non-public company information) | <input type="checkbox"/> YES <input type="checkbox"/> NO If yes, which type(s)? _____ _____ _____ |

SECTION II: BIDDING

| | |
|---|---|
| Total cost to Company for the contract term: | \$400,000 |
| Has more than 3 years elapsed since a competitive bid was obtained for this vendor? | <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO |
| Has this contract or the goods/services being purchased been competitively bid? | <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO |
| <p>If your answer to the question above is YES, you must maintain all bidding records. If your answer to the question above is NO, then you are required to:</p> <p>(i) provide Legal with a signed Bid Waiver Form; OR</p> <p>(ii) check below the reason bidding requirements do not apply:</p> <p><input type="checkbox"/> a) contract cost is under \$100,000</p> <p><input type="checkbox"/> b) other contractual commitments to vendor make bidding impracticable</p> <p><input type="checkbox"/> c) no other vendors provide required items or services</p> | |

Exhibit 1-B

SOW 4

STATEMENT OF WORK

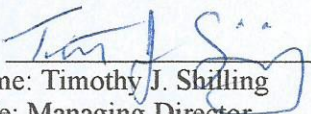
WAVE #4

EFFECTIVE MAY 7, 2020


This Statement of Work (the "SOW") is executed pursuant to that certain *Store Closing Program – Master Consulting Agreement* (the "Agreement") effective as of May 2, 2019 by and between Specialty Retailers, Inc. (the "Merchant") and Gordon Brothers Retail Partners, LLC (the "Consultant" and together with Merchant, the "Parties"). Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Agreement.

1. The Stores for this Wave are identified on Exhibit A ("Wave 4 Stores") attached hereto.
2. The Budget of Consultant Controlled Expenses for Wave 4 Stores is attached hereto as Exhibit B.
3. Merchant intends for the Wave 4 Stores to reopen on a rolling basis, as soon as possible after the release of any and all federal, state, regional, local, and municipal restrictions on retail store operations in relation to novel coronavirus/COVID-19 that may be applicable to each such Wave 4 Store (the date each such Wave 4 Store reopens, a "Covid Reopening Date").
4. The Sale Commencement Date for each Wave 4 Store shall be the Covid Reopening Date for such Wave 4 Store unless otherwise agreed to by Merchant and Consultant.
5. The Sale Termination Date for each Wave 4 Store shall be no later than sixteen (16) weeks after the Sale Commencement Date for such Wave 4 Store unless otherwise agreed to by Merchant and Consultant.
6. The Budget of Consultant Controlled Expenses reflects that the Sale Term for all the Wave 4 Stores may not be concurrent.
7. The File for the Wave 4 Stores is "01.31.20 Store Level Cost Inventory.xlsx."
8. The fee and expenses to be paid by Merchant to Consultant in connection with this Wave are:
 - a. A Merchandise Fee equal to 1.50% of Gross Proceeds.
 - b. A FF&E Commission equal to 20.0%.
 - c. Reimbursement of Consultant Controlled Expenses in accordance with the Agreement.
9. Consultant shall pay to Merchant an Additional Consultant Goods Fee of 7.0%, provided, however, until such time as Merchant's secured lenders, Wells Fargo and Pathlight Capital are repaid in full, Consultant shall pay Merchant an Additional Consultant Goods fee of 50% of the Gross Margin on the sale of Additional Consultant Goods. For purposes hereof, "Gross Margin" shall mean the gross proceeds, net of sales taxes, of sales of Additional Consultant Goods occurring during the Sale Term less the applicable merchandise invoice or acquisition costs, taxes, procurement, shipping, handling, freight, duty, ticketing expenses, legal fees and expenses.
10. Concurrently herewith, Merchant shall pay to Consultant a Special Purpose Payment of \$1,250,000 in accordance with Section 5(I) of the Agreement.
11. Any other changes to the terms and conditions of the Agreement are as follows:
The additional provisions on Exhibit C shall apply.

Gordon Brothers Retail Partners, LLC

By: 
Name: Timothy J. Shilling
Title: Managing Director

Specialty Retailers, Inc.

By: 
Name: Jason Curtis
Title: EVP, Chief Financial Officer and Treasurer

Exhibits:

- A Wave 4 Stores
- B Wave 4-Budget of Consultant Controlled Expenses
- C Bankruptcy Provisions

Stage Wave 4 Stores

Exhibit A

Store List

| StoreNo. | Store | Address | City | State | ZipCode | Concept | Currently Operating? | New Start Date | End Date |
|----------|----------------------|--------------------------------|------------------|-------|------------|----------|----------------------|----------------|----------|
| 6571 | Russellville | 15485Highway43 | Russellville | AL | 35653-8002 | Gordmans | No | 05/15/20 | 08/30/20 |
| 6572 | Haleyville | 42417 Highway 195, STE 200 | Haleyville | AL | 35565 | Gordmans | No | 05/15/20 | 08/30/20 |
| 6573 | Hamilton | 1500MilitaryStreets,Ste.10 | Hamilton | AL | 35570 | Gordmans | No | 05/15/20 | 08/30/20 |
| 82 | Muskogee | 501 N Main St | Troy | AL | 74401-6348 | Stage | No | 05/15/20 | 08/30/20 |
| 859 | Centre | 750 Cherokee Plaza | Centre | AL | 35960 | Stage | Yes | 05/15/20 | 08/30/20 |
| 873 | Cullman | 1621 B Town Square SW | Cullman | AL | 35055 | Stage | Yes | 05/15/20 | 08/30/20 |
| 5079 | Talladega | 210 Haynes St, Ste A | Talladega | AL | 35160-2592 | Stage | Yes | 05/15/20 | 08/30/20 |
| 5091 | Fort Payne | 1400 DeKalb Plaza Blvd SW | Fort Payne | AL | 35967-4828 | Stage | No | 05/15/20 | 08/30/20 |
| 5167 | Athens | 613 US Highway 72 W | Athens | AL | 35611-4211 | Stage | Yes | 05/15/20 | 08/30/20 |
| 5224 | Demopolis | 505 US Highway 80 W | Demopolis | AL | 36732-4147 | Stage | Yes | 05/15/20 | 08/30/20 |
| 5270 | Birmingham (Admsvil) | 2012 Veteran Memorial Dr | Birmingham | AL | 35214-2050 | Stage | Yes | 05/15/20 | 08/30/20 |
| 5335 | Jackson | 2415 College Ave | Jackson | AL | 36545-2458 | Stage | Yes | 05/15/20 | 08/30/20 |
| 5337 | Ozark | 1548 S US Highway 231, Ste A3 | Ozark | AL | 36360-4515 | Stage | Yes | 05/15/20 | 08/30/20 |
| 5348 | Geneva | 1402 W Maple Ave | Geneva | AL | 36340-1648 | Stage | Yes | 05/15/20 | 08/30/20 |
| 5349 | Atmore | 141 Lindberg Ave, Ste B | Atmore | AL | 36502-3205 | Stage | Yes | 05/15/20 | 08/30/20 |
| 5368 | Monroeville | 185 S Alabama Ave | Monroeville | AL | 36460-1811 | Stage | Yes | 05/15/20 | 08/30/20 |
| 5372 | Brewton | 2131 Douglas Ave | Brewton | AL | 36426-1163 | Stage | Yes | 05/15/20 | 08/30/20 |
| 5374 | Greenville | 147 Gateway Plaza | Greenville | AL | 36037-3749 | Stage | Yes | 05/15/20 | 08/30/20 |
| 5525 | Sylacauga | 1389 West Fort Williams St. | Sylacauga | AL | 35150 | Stage | Yes | 05/15/20 | 08/30/20 |
| 5074 | Gardendale | 1022 Main St\ PO Box 1603 | Gardendale | AL | 35071-1603 | Stage | Yes | 05/15/20 | 08/30/20 |
| 5076 | Alexander City | 981 Market Place | Alexander City | AL | 35010-3376 | Stage | Yes | 05/15/20 | 08/30/20 |
| 5166 | Arab | 175 N Brindlee Mountain Pkwy | Arab | AL | 35016-1317 | Stage | Yes | 05/15/20 | 08/30/20 |
| 6079 | Rogers | 2203 S Promenade Blvd, Suite 2 | Rogers | AR | 72758 | Gordmans | Yes | 05/15/20 | 08/30/20 |
| 179 | Mountain Home | 1060 Hometown Commons | Mountain Home | AR | 72653 | Stage | Yes | 05/15/20 | 08/30/20 |
| 301 | Russellville | 409 N Arkansas Ave | Russellville | AR | 72801 | Stage | Yes | 05/15/20 | 08/30/20 |
| 306 | Crossett | 1308 Main St, Space D | Crossett | AR | 71635-3644 | Stage | Yes | 05/15/20 | 08/30/20 |
| 308 | El Dorado | 2003 N West Ave, Space 735 | El Dorado | AR | 71730-3349 | Stage | Yes | 05/15/20 | 08/30/20 |
| 309 | Magnolia | 401 N Fredrick | Magnolia | AR | 71753-3116 | Stage | Yes | 05/15/20 | 08/30/20 |
| 311 | Hope | 503 N Hervey St | Hope | AR | 71801-3435 | Stage | Yes | 05/15/20 | 08/30/20 |
| 314 | Jacksonville | 107 Gregory Pl | Jacksonville | AR | 72076-3211 | Stage | Yes | 05/15/20 | 08/30/20 |
| 443 | West Memphis | 500 West Broadway St, Ste 17 | West Memphis | AR | 72301-2906 | Stage | Yes | 05/15/20 | 08/30/20 |
| 591 | Malvern | 1601 Martin Luther King Dr | Malvern | AR | 72104-2016 | Stage | Yes | 05/15/20 | 08/30/20 |
| 780 | Clarksville | 1135 S Rogers St | Clarksville | AR | 72830-9158 | Stage | Yes | 05/15/20 | 08/30/20 |
| 781 | Monticello | 123 N Park Dr | Monticello | AR | 71655-3952 | Stage | No | 05/15/20 | 08/30/20 |
| 782 | Newport | 2109 Malcolm Ave | Newport | AR | 72112-3631 | Stage | Yes | 05/15/20 | 08/30/20 |
| 783 | Arkadelphia | 2750 Pine St, Ste 3 | Arkadelphia | AR | 71923-4206 | Stage | Yes | 05/15/20 | 08/30/20 |
| 784 | Forrest City | 2342 N Washington St | Forrest City | AR | 72335-1845 | Stage | Yes | 05/15/20 | 08/30/20 |
| 801 | Heber Springs | 1141 Hwy 25B N, Ste A | Heber Springs | AR | 72543 | Stage | Yes | 05/15/20 | 08/30/20 |
| 821 | Batesville | 23 Eagle Mountain Blvd | Batesville | AR | 72501 | Stage | Yes | 05/15/20 | 08/30/20 |
| 867 | Pine Bluff | 2713 E. Harding Ave. | Pine Bluff | AR | 71601 | Stage | Yes | 05/15/20 | 08/30/20 |
| 307 | Camden | 128 Garden Oaks Dr SW | Camden | AR | 71701-3713 | Stage | Yes | 05/15/20 | 08/30/20 |
| 316 | Mena | 601 Highway 71 N | Mena | AR | 71953-4394 | Stage | Yes | 05/15/20 | 08/30/20 |
| 582 | Siloam Springs | 200 Progress Plaza Ave Ste 55 | Siloam Springs | AR | 72761-4553 | Stage | Yes | 05/15/20 | 08/30/20 |
| 398 | Nogales (Mariposa) | 351 W Mariposa Rd | Nogales | AZ | 85621-1044 | Stage | Yes | 05/15/20 | 08/30/20 |
| 399 | Bullhead City | 2350 Miracle Mile, Ste 475 | Bullhead City | AZ | 86442-7505 | Stage | Yes | 05/15/20 | 08/30/20 |
| 526 | Nogales (Grand Ct) | 311 N Grand Ct Plaza Dr | Nogales | AZ | 85621 | Stage | Yes | 05/15/20 | 08/30/20 |
| 794 | Page | 610 Elm St | Page | AZ | 86040-2148 | Stage | Yes | 05/15/20 | 08/30/20 |
| 446 | Payson | 400 E State Highway 260 | Payson | AZ | 85541-4976 | Stage | Yes | 05/15/20 | 08/30/20 |
| 451 | Thatcher | 2157 W US Highway 70 | Thatcher | AZ | 85552-5543 | Stage | Yes | 05/15/20 | 08/30/20 |
| 455 | Douglas | 204 W 5th St | Douglas | AZ | 85607-2850 | Stage | Yes | 05/15/20 | 08/30/20 |
| 6041 | Thornton | 10001 Grant St | Thornton | CO | 80229 | Gordmans | Yes | 05/15/20 | 08/30/20 |
| 6060 | Colorado Springs | 1972 Southgate Road | Colorado Springs | CO | 80906 | Gordmans | Yes | 05/15/20 | 08/30/20 |
| 6105 | Littleton | 8055 W Bowles Ave | Littleton | CO | 80123 | Gordmans | Yes | 05/15/20 | 08/30/20 |
| 567 | Cortez | 2216 E Main St | Cortez | CO | 81321-4262 | Stage | Yes | 05/15/20 | 08/30/20 |
| 568 | Alamosa | 177 Craft Drive, Ste 103 | Alamosa | CO | 81101 | Stage | Yes | 05/15/20 | 08/30/20 |
| 706 | Canon City | 127 Justice Center Rd Ste R | Canon City | CO | 81212 | Stage | Yes | 05/15/20 | 08/30/20 |
| 778 | Trinidad | 2024 Freedom Rd | Trinidad | CO | 81082-1208 | Stage | Yes | 05/15/20 | 08/30/20 |
| 805 | Sterling | 1115 W Main St, Ste 300 | Sterling | CO | 80751 | Stage | Yes | 05/15/20 | 08/30/20 |
| 702 | Starke | 837 S. Walnut St. | Starke | FL | 32091 | Stage | Yes | 05/15/20 | 08/30/20 |
| 836 | Marianna | 2800 Hwy 71 | Marianna | FL | 32446 | Stage | Yes | 05/15/20 | 08/30/20 |
| 5245 | Live Oak | 1527 Ohio Ave South | Live Oak | FL | 32064-4513 | Stage | Yes | 05/15/20 | 08/30/20 |
| 5416 | MacClenny | 1160 South 6th St | MacClenny | FL | 32063 | Stage | Yes | 05/15/20 | 08/30/20 |
| 828 | Commerce | 160 Banks Crossing Dr. | Commerce | GA | 30529 | Stage | Yes | 05/15/20 | 08/30/20 |
| 5178 | Bremen | 3870 Bremen Crossing | Bremen | GA | 30110-1974 | Stage | Yes | 05/15/20 | 08/30/20 |
| 5204 | La Fayette | 106 Pearl Dr | La Fayette | GA | 30728-7509 | Stage | Yes | 05/15/20 | 08/30/20 |
| 5255 | Madison | 1532 Eatonton Rd, Ste B | Madison | GA | 30650-4627 | Stage | Yes | 05/15/20 | 08/30/20 |
| 5260 | Hinesville | 149 W Hendry St | Hinesville | GA | 31313-3201 | Stage | Yes | 05/15/20 | 08/30/20 |
| 5340 | Sandersville | 668 S Harris St | Sandersville | GA | 31082-2821 | Stage | No | 05/15/20 | 08/30/20 |
| 5345 | Douglas | 1210 Madison Ave S | Douglas | GA | 31533-4406 | Stage | Yes | 05/15/20 | 08/30/20 |
| 5356 | Swainsboro | 501 S Main St | Swainsboro | GA | 30401-6134 | Stage | Yes | 05/15/20 | 08/30/20 |
| 5357 | Baxley | 106 E Parker St, #2 | Baxley | GA | 31513-0025 | Stage | Yes | 05/15/20 | 08/30/20 |
| 5361 | Blakely | 12246 Columbia St, Ste C | Blakely | GA | 39823-2559 | Stage | Yes | 05/15/20 | 08/30/20 |
| 5362 | Cornelia | 246 Habersham Hills Cir | Cornelia | GA | 30531-5390 | Stage | Yes | 05/15/20 | 08/30/20 |
| 5367 | Louisville | 813 Peachtree St | Louisville | GA | 30434-1449 | Stage | Yes | 05/15/20 | 08/30/20 |
| 5369 | Metter | 165 S Leroy St | Metter | GA | 30439-4632 | Stage | Yes | 05/15/20 | 08/30/20 |
| 5375 | Moultrie | 141 Talmadge Dr | Moultrie | GA | 31768-5050 | Stage | Yes | 05/15/20 | 08/30/20 |
| 5376 | Jesup | 150 S 1st St | Jesup | GA | 31545-1119 | Stage | Yes | 05/15/20 | 08/30/20 |
| 5377 | Sylvania | 1129 W Ogeechee St | Sylvania | GA | 30467-8626 | Stage | Yes | 05/15/20 | 08/30/20 |

| | | | | | | | | | |
|------|-----------------------|-------------------------------|---------------------|----|------------|----------|-----|----------|----------|
| 5381 | Sylvester | 623 E Franklin St | Sylvester | GA | 31791-7251 | Stage | Yes | 05/15/20 | 08/30/20 |
| 5516 | Richmond Hill | 9701 Ford Ave | Richmond Hill | GA | 31324 | Stage | Yes | 05/15/20 | 08/30/20 |
| 824 | Rincon | 410 S. Columbia Ave. Suite G | Rincon | GA | 31326 | Stage | Yes | 05/15/20 | 08/30/20 |
| 5332 | Eastman | 109 Main St | Eastman | GA | 31023-6239 | Stage | Yes | 05/15/20 | 08/30/20 |
| 5333 | Cairo | 1020 1st Ave NE | Cairo | GA | 39828-2276 | Stage | Yes | 05/15/20 | 08/30/20 |
| 5343 | Hazlehurst | 112 S Tallahassee St, Ste 8 | Hazlehurst | GA | 31539-6415 | Stage | Yes | 05/15/20 | 08/30/20 |
| 5346 | Adel | 104 W 1st St | Adel | GA | 31620-2302 | Stage | Yes | 05/15/20 | 08/30/20 |
| 5373 | Fitzgerald | 262 Ocilla Hwy, Ste 10 | Fitzgerald | GA | 31750-3744 | Stage | Yes | 05/15/20 | 08/30/20 |
| 5380 | Thomson | 312 W Hill St | Thomson | GA | 30824-2113 | Stage | Yes | 05/15/20 | 08/30/20 |
| 6264 | KEOKUK | 300 Main St | Keokuk | IA | 52632-5814 | Gordmans | No | 05/15/20 | 08/30/20 |
| 6265 | MOUNT PLEASANT | 700 N Grand Ave | Mount Pleasant | IA | 52641-3115 | Gordmans | No | 05/15/20 | 08/30/20 |
| 6059 | Nampa | 16740 North Marketplace Blvd | Nampa | ID | 83687 | Gordmans | Yes | 05/15/20 | 08/30/20 |
| 6103 | Meridian | 2260 N Eagle Rd | Meridian | ID | 83646 | Gordmans | Yes | 05/15/20 | 08/30/20 |
| 800 | Burley | 717 N Overland | Burley | ID | 83318 | Stage | Yes | 05/15/20 | 08/30/20 |
| 803 | Blackfoot | 1350 Parkway Dr, #29 | Blackfoot | ID | 83221 | Stage | Yes | 05/15/20 | 08/30/20 |
| 6076 | Lafayette | 100 S Creasy Lane, Suite 1400 | Lafayette | IN | 47905 | Gordmans | Yes | 05/15/20 | 08/30/20 |
| 6083 | Ft.Wayne | 902 S Thomas Road | Fort Wayne | IN | 46804 | Gordmans | Yes | 05/15/20 | 08/30/20 |
| 6084 | Mishawaka | 4430 Grape Road | Mishawaka | IN | 46545 | Gordmans | Yes | 05/15/20 | 08/30/20 |
| 6112 | Clarksville | 945 E. Lewis and Clark Parkwa | Clarksville | IN | 47129 | Gordmans | Yes | 05/15/20 | 08/30/20 |
| 6114 | Valparaiso | 710 Porter's Vale Blvd | Valparaiso | IN | 46383 | Gordmans | Yes | 05/15/20 | 08/30/20 |
| 6126 | SEYMOUR | 1505 E. Tipton St. | Seymour | IN | 47274 | Gordmans | No | 05/15/20 | 08/30/20 |
| 6127 | MADISON | 407 E Clifty Dr | Madison | IN | 47250-1670 | Gordmans | No | 05/15/20 | 08/30/20 |
| 6132 | GREENSBURG | 650 Greensburg Commons S/C | Greensburg | IN | 47240 | Gordmans | No | 05/15/20 | 08/30/20 |
| 6271 | MOUNT VERNON | 402 Southwind Plz | Mount Vernon | IN | 47620-2209 | Gordmans | No | 05/15/20 | 08/30/20 |
| 6272 | PRINCETON | 2811 W. Broadway | Princeton | IN | 47670 | Gordmans | No | 05/15/20 | 08/30/20 |
| 6273 | WASHINGTON | 117 Cherry Tree Plz | Washington | IN | 47501-4539 | Gordmans | No | 05/15/20 | 08/30/20 |
| 6274 | LINTON | 2145 East State Hwy 54 | Linton | IN | 47441 | Gordmans | No | 05/15/20 | 08/30/20 |
| 6275 | GREENCASTLE | 27 Putnam Plaza, Ste C | Greencastle | IN | 46135 | Gordmans | No | 05/15/20 | 08/30/20 |
| 6276 | CRAWFORDSVILLE | 1648 Crawfordsville Square Dr | Crawfordsville | IN | 47933 | Gordmans | No | 05/15/20 | 08/30/20 |
| 6278 | WABASH | 1443 N. Cass St. | Wabash | IN | 46992 | Gordmans | No | 05/15/20 | 08/30/20 |
| 6279 | COLUMBIA CITY | 639 Country Side Dr | Columbia City | IN | 46725-1101 | Gordmans | No | 05/15/20 | 08/30/20 |
| 6280 | KENDALLVILLE | 574 Fairview Blvd | Kendallville | IN | 46755 | Gordmans | No | 05/15/20 | 08/30/20 |
| 6281 | HUNTINGTON | 2092 N Jefferson St | Huntington | IN | 46750-1353 | Gordmans | No | 05/15/20 | 08/30/20 |
| 6282 | NEW CASTLE | 447 S. Memorial Dr. | New Castle | IN | 47362 | Gordmans | No | 05/15/20 | 08/30/20 |
| 6283 | GREENFIELD | 1659 N State St | Greenfield | IN | 46140-1068 | Gordmans | No | 05/15/20 | 08/30/20 |
| 6284 | SHELBYVILLE | 1818 E State Rd 44 | Shelbyville | IN | 46176 | Gordmans | No | 05/15/20 | 08/30/20 |
| 6285 | MARTINSVILLE | 1640 S. Ohio Street | Martinsville | IN | 46151 | Gordmans | No | 05/15/20 | 08/30/20 |
| 6286 | BEDFORD | 1218 James Ave., Unit 2 | Bedford | IN | 47421 | Gordmans | No | 05/15/20 | 08/30/20 |
| 6287 | SALEM | 405 South Main St., Ste 103 | Salem | IN | 47167 | Gordmans | No | 05/15/20 | 08/30/20 |
| 6288 | TELL CITY | 19 US Hwy 66 | Tell City | IN | 47586-2044 | Gordmans | No | 05/15/20 | 08/30/20 |
| 6289 | BATESVILLE | 218 Cross County Plz | Batesville | IN | 47006-8914 | Gordmans | No | 05/15/20 | 08/30/20 |
| 6290 | AURORA | 901 Green Blvd. | Aurora | IN | 47001 | Gordmans | No | 05/15/20 | 08/30/20 |
| 6277 | Lebanon | 2446 N. Lebanon St. | Lebanon | IN | 46052 | Gordmans | No | 05/15/20 | 08/30/20 |
| 6073 | SOUTHAVEN | 100 Towne Center Loop | Southaven | IN | 38671 | Gordmans | No | 05/15/20 | 08/30/20 |
| 6028 | East Wichita | 2057 N Rock Rd, Suite101 | Wichita | KS | 67206 | Gordmans | Yes | 05/15/20 | 08/30/20 |
| 6029 | Topeka | 3245 Topeka Blvd | Topeka | KS | 66611 | Gordmans | Yes | 05/15/20 | 08/30/20 |
| 6048 | North East Kansas | 309 NE Englewood Rd | Kansas City | KS | 64118 | Gordmans | Yes | 05/15/20 | 08/30/20 |
| 6081 | Wichita | 7011 W Central #300 | Wichita | KS | 67212 | Gordmans | Yes | 05/15/20 | 08/30/20 |
| 6128 | JUNCTION CITY | 437 East Chestnut | Junction City | KS | 66441 | Gordmans | No | 05/15/20 | 08/30/20 |
| 6129 | HAYS | 2918 Vine St, Ste 2002 | Hays | KS | 67601-1953 | Gordmans | No | 05/15/20 | 08/30/20 |
| 6246 | GARDEN CITY | 409 N Main St | Garden City | KS | 67846-5429 | Gordmans | No | 05/15/20 | 08/30/20 |
| 6247 | DODGE CITY | 2601 Central Ave | Dodge City | KS | 67801-6200 | Gordmans | No | 05/15/20 | 08/30/20 |
| 6250 | PITTSBURG | 202 E. Centennial Dr. | Pittsburg | KS | 66762 | Gordmans | No | 05/15/20 | 08/30/20 |
| 6251 | FORT SCOTT | 2400 S. Main St. | Fort Scott | KS | 66701 | Gordmans | No | 05/15/20 | 08/30/20 |
| 6245 | Liberal KS | 1555 N Kansas Ave | Liberal KS | KS | 67901-5202 | Gordmans | No | 05/15/20 | 08/30/20 |
| 6249 | Independence | 2801 W. Main St. Suite D | Independence | KS | 67301 | Gordmans | No | 05/15/20 | 08/30/20 |
| 106 | Moss Bluff | 376 Sam Houston Jones Pkwy | Moss Bluff | LA | 70611-5602 | Stage | Yes | 05/15/20 | 08/30/20 |
| 115 | Houma (Prospect Blvd) | 1969 Prospect Blvd | Houma | LA | 70363-6047 | Stage | Yes | 05/15/20 | 08/30/20 |
| 192 | Gonzales | 809 N Airline Hwy | Gonzales | LA | 70737-3018 | Stage | Yes | 05/15/20 | 08/30/20 |
| 289 | Natchitoches | 305 South Dr | Natchitoches | LA | 71457-5060 | Stage | Yes | 05/15/20 | 08/30/20 |
| 355 | Marrero | 1977 Barataria Blvd | Marrero | LA | 70072-4225 | Stage | Yes | 05/15/20 | 08/30/20 |
| 359 | Zachary | 5460-A Main St | Zachary | LA | 70791 | Stage | Yes | 05/15/20 | 08/30/20 |
| 360 | Sulphur | 1604 Ruth St | Sulphur | LA | 70663-4906 | Stage | Yes | 05/15/20 | 08/30/20 |
| 363 | Lake Charles | 4066 Ryan St | Lake Charles | LA | 70605-2820 | Stage | Yes | 05/15/20 | 08/30/20 |
| 365 | Monroe | 2307 Louisville Ave | Monroe | LA | 71201-6126 | Stage | Yes | 05/15/20 | 08/30/20 |
| 366 | Crowley | 1622 N Parkerson Ave | Crowley | LA | 70526-2853 | Stage | Yes | 05/15/20 | 08/30/20 |
| 367 | New Iberia (IberPlz) | 1102 E Adml Doyle Dr, Ste 21 | New Iberia | LA | 70560-6311 | Stage | Yes | 05/15/20 | 08/30/20 |
| 368 | Thibodaux | 375 N Canal Blvd, Ste B | Thibodaux | LA | 70301-2912 | Stage | Yes | 05/15/20 | 08/30/20 |
| 369 | Opelousas | 5621 149 South Service Rd | Opelousas | LA | 70570-0749 | Stage | Yes | 05/15/20 | 08/30/20 |
| 370 | La Place | 1428 W Airline Hwy | La Place | LA | 70068-3723 | Stage | Yes | 05/15/20 | 08/30/20 |
| 374 | Abbeville | 2752 Rodeo Rd | Abbeville | LA | 70510 | Stage | Yes | 05/15/20 | 08/30/20 |
| 375 | Minden | 1094 Homer Rd | Minden | LA | 71055-2834 | Stage | Yes | 05/15/20 | 08/30/20 |
| 376 | Ruston | 201 N Service Rd E | Ruston | LA | 71270-2805 | Stage | Yes | 05/15/20 | 08/30/20 |
| 377 | Jonesboro | 401 E Main St | Jonesboro | LA | 71251-3205 | Stage | Yes | 05/15/20 | 08/30/20 |
| 380 | Leesville | 1778 S 5th St | Leesville | LA | 71446-5306 | Stage | Yes | 05/15/20 | 08/30/20 |
| 381 | De Ridder | 1027 N Pine St | De Ridder | LA | 70634-2817 | Stage | Yes | 05/15/20 | 08/30/20 |
| 382 | Shreveport (S Park) | 9140 Mansfield Rd | Shreveport (S Park) | LA | 71118-3123 | Stage | Yes | 05/15/20 | 08/30/20 |
| 384 | Bossier City | 2001 Airline Dr, Ste 168 | Bossier City | LA | 71111 | Stage | Yes | 05/15/20 | 08/30/20 |
| 385 | Shreveport (Nmrktpl) | 3000 N Market St, Ste 120 | Shreveport | LA | 71107-4062 | Stage | Yes | 05/15/20 | 08/30/20 |
| 387 | Mansfield | 1039 Washington Ave | Mansfield | LA | 71052-3711 | Stage | Yes | 05/15/20 | 08/30/20 |
| 388 | Bastrop | 2021 E Madison Ave | Bastrop | LA | 71220-4070 | Stage | Yes | 05/15/20 | 08/30/20 |
| 389 | W. Monroe | 3426 Cypress St | West Monroe | LA | 71291-7319 | Stage | Yes | 05/15/20 | 08/30/20 |
| 416 | Cut Off | 16255 E Main St, Ste A | Cut Off | LA | 70345-3805 | Stage | Yes | 05/15/20 | 08/30/20 |
| 418 | Marksville | 828 Tunica Dr E | Marksville | LA | 71351-3073 | Stage | Yes | 05/15/20 | 08/30/20 |
| 419 | Pineville | 3200 Monroe Hwy | Pineville | LA | 71360-8110 | Stage | Yes | 05/15/20 | 08/30/20 |

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| 422 | Chalmette | 8400 W. Judge Perez St C | Chalmette | LA | 70643 | Stage | Yes | 05/15/20 | 08/30/20 |
| 429 | New Roads | 1420 Hospital Rd, Ste 109 | New Roads | LA | 70760-3901 | Stage | Yes | 05/15/20 | 08/30/20 |
| 436 | Jennings | 1215 Elton Rd | Jennings | LA | 70546-4135 | Stage | Yes | 05/15/20 | 08/30/20 |
| 437 | Springhill | 571 S Main St | Springhill | LA | 71075-4027 | Stage | Yes | 05/15/20 | 08/30/20 |
| 554 | Plaquemine | 58475 Belleview Dr | Plaquemine | LA | 70764-3912 | Stage | Yes | 05/15/20 | 08/30/20 |
| 555 | Morgan City | 6435 Hwy 182 E | Morgan City | LA | 70380-2041 | Stage | Yes | 05/15/20 | 08/30/20 |
| 559 | Ville Platte | 811 East La Salle St | Ville Platte | LA | 70586-3131 | Stage | Yes | 05/15/20 | 08/30/20 |
| 560 | Oakdale | 513 Fisher St | Oakdale | LA | 71463-2434 | Stage | Yes | 05/15/20 | 08/30/20 |
| 561 | Eunice | 2312 W Laurel Ave | Eunice | LA | 70535-2912 | Stage | Yes | 05/15/20 | 08/30/20 |
| 687 | Denham Springs | 2356 S Range Ave | Denham Springs | LA | 70726-5216 | Stage | Yes | 05/15/20 | 08/30/20 |
| 789 | Raceland | 4560 Highway 1, Ste 3 | Raceland | LA | 70394-2779 | Stage | Yes | 05/15/20 | 08/30/20 |
| 198 | Bogalusa | 230 Cumberland St | Bogalusa | LA | 70427-3104 | Stage | Yes | 05/15/20 | 08/30/20 |
| 815 | Amite | 706 W Oak St Ste 100 | Amite | LA | 70422 | Stage | Yes | 05/15/20 | 08/30/20 |
| 6087 | Woodbury | 8264 Tamarack Village | Woodbury | MN | 55125 | Gordmans | Yes | 05/15/20 | 08/30/20 |
| 6086 | BURNSVILLE | 901 County Rd 42 West | Burnsville | MN | 55306 | Gordmans | No | 05/15/20 | 08/30/20 |
| 6009 | Fenton | 687 Gravois Bluffs Blvd | Fenton | MO | 63026 | Gordmans | Yes | 05/15/20 | 08/30/20 |
| 6039 | St.Joseph | 3702 Frederick Ave | Saint Joseph | MO | 64506 | Gordmans | Yes | 05/15/20 | 08/30/20 |
| 6047 | Independence | 13500 A East 40 Hwy | Independence | MO | 64055 | Gordmans | Yes | 05/15/20 | 08/30/20 |
| 6049 | St.Charles | 1355 South 5th St | Saint Charles | MO | 63301 | Gordmans | Yes | 05/15/20 | 08/30/20 |
| 6063 | Ofallon | 2259 Missouri State Hwy K | O'Fallon | MO | 63366 | Gordmans | Yes | 05/15/20 | 08/30/20 |
| 6124 | Arnold | 235 Arnold Crossroads Center | Arnold | MO | 63010 | Gordmans | Yes | 05/15/20 | 08/30/20 |
| 6252 | CARTHAGE | 2410 S Grand Ave | Carthage | MO | 64836-7904 | Gordmans | No | 05/15/20 | 08/30/20 |
| 6253 | CLINTON | 1720 E. Ohio St. | Clinton | MO | 64735 | Gordmans | No | 05/15/20 | 08/30/20 |
| 6254 | WARRENSBURG | 721 North Charles St. | Warrensburg | MO | 64093 | Gordmans | No | 05/15/20 | 08/30/20 |
| 6255 | EXCELSIOR SPRINGS | 155 Crown Hill Rd | Excelsior Springs | MO | 64024-1657 | Gordmans | No | 05/15/20 | 08/30/20 |
| 6256 | CHILLOCTHE | 405 Park Ln | Chillicothe | MO | 64601-1550 | Gordmans | No | 05/15/20 | 08/30/20 |
| 6257 | MARSHALL | 943 W College St | Marshall | MO | 65340-2914 | Gordmans | No | 05/15/20 | 08/30/20 |
| 6258 | WEST PLAINS | 1360 Southern Hills Ctr | West Plains | MO | 65775-2917 | Gordmans | No | 05/15/20 | 08/30/20 |
| 6259 | KENNETT | 1740 1st St | Kennett | MO | 63857-2500 | Gordmans | No | 05/15/20 | 08/30/20 |
| 6260 | CRYSTAL CITY | 110 Twin City Mall | Crystal City | MO | 63019-1736 | Gordmans | No | 05/15/20 | 08/30/20 |
| 6261 | MEXICO | 531 W Jackson St | Mexico | MO | 65265-1936 | Gordmans | No | 05/15/20 | 08/30/20 |
| 6262 | MOBERLY | 1720 Crete St, Space D | Moberly | MO | 65270-3681 | Gordmans | No | 05/15/20 | 08/30/20 |
| 6263 | KIRKSVILLE | 2104 S Baltimore St | Kirksville | MO | 63501-4627 | Gordmans | No | 05/15/20 | 08/30/20 |
| 6032 | SPRINGFIELD | 3303 S Campbell Ave | Springfield | MO | 65807 | Gordmans | No | 05/15/20 | 08/30/20 |
| 6135 | HANNIBAL | 513 Huck Finn Shopping Center | Hannibal | MO | 63401 | Gordmans | No | 05/15/20 | 08/30/20 |
| 6577 | Starkville | 844 Highway 12 W | Starkville | MS | 39759-3582 | Gordmans | No | 05/15/20 | 08/30/20 |
| 6582 | Kosciusko | 200 Veterans Memorial Dr, Ste A | Kosciusko | MS | 39090-3823 | Gordmans | No | 05/15/20 | 08/30/20 |
| 6584 | Yazoo City | 110 N Jerry Clower Blvd | Yazoo City | MS | 39194-8669 | Gordmans | No | 05/15/20 | 08/30/20 |
| 129 | Cleveland | 415 South St | Cleveland | MS | 38732-3449 | Stage | Yes | 05/15/20 | 08/30/20 |
| 270 | Magee | 1564 Simpson Highway 49 | Magee | MS | 39111-4401 | Stage | Yes | 05/15/20 | 08/30/20 |
| 344 | Mc Comb | 1722 Smithdale Rd, Ste B7 | McComb | MS | 39648-2051 | Stage | Yes | 05/15/20 | 08/30/20 |
| 345 | Brookhaven | 834 Brookway Blvd | Brookhaven | MS | 39601-2642 | Stage | Yes | 05/15/20 | 08/30/20 |
| 772 | Diamondhead | 4402 East Aloha Dr Ste 18 | Diamondhead | MS | 39525 | Stage | Yes | 05/15/20 | 08/30/20 |
| 844 | Senatobia | 148 Norfleet Drive | Senatobia | MS | 38668 | Stage | Yes | 05/15/20 | 08/30/20 |
| 5155 | New Albany | 324 Park Plaza Dr | New Albany | MS | 38652-3104 | Stage | Yes | 05/15/20 | 08/30/20 |
| 5157 | Philadelphia | 70 Canal Pl | Philadelphia | MS | 39350-9087 | Stage | Yes | 05/15/20 | 08/30/20 |
| 5169 | Grenada | 1229 Sunset Dr, Space C | Grenada | MS | 38901-4025 | Stage | Yes | 05/15/20 | 08/30/20 |
| 5185 | Clarksdale | 620 S State St, Unit 1B | Clarksdale | MS | 38614-6325 | Stage | Yes | 05/15/20 | 08/30/20 |
| 5206 | Amory | 1201 Highway 278 E, Ste B | Amory | MS | 38821-5617 | Stage | Yes | 05/15/20 | 08/30/20 |
| 5231 | Pontotoc | 108 Highway 15 N | Pontotoc | MS | 38863-1906 | Stage | Yes | 05/15/20 | 08/30/20 |
| 5246 | Forest | 921 Highway 35 S, Ste E | Forest | MS | 39074-4017 | Stage | Yes | 05/15/20 | 08/30/20 |
| 348 | Picayune | 781 Memorial Blvd, Suite 7 | Picayune | MS | 39466-4615 | Stage | Yes | 05/15/20 | 08/30/20 |
| 5228 | Lucedale | 12120 Old 63 South Ste A | Lucedale | MS | 39452-6626 | Stage | Yes | 05/15/20 | 08/30/20 |
| 5015 | Eden | 220-D W. Kings Hwy | Eden | NC | 27288 | Stage | Yes | 05/15/20 | 08/30/20 |
| 5181 | Taylorsville | 773 Nc Hwy 16 S, Unit 10 | Taylorsville | NC | 28681-9984 | Stage | Yes | 05/15/20 | 08/30/20 |
| 5316 | Red Springs | 200 S Main St | Red Springs | NC | 28377-1622 | Stage | Yes | 05/15/20 | 08/30/20 |
| 5320 | Wadesboro | 1001 E Caswell St | Wadesboro | NC | 28170-2375 | Stage | Yes | 05/15/20 | 08/30/20 |
| 5363 | Elizabethtown | 314 S Poplar | Elizabethtown | NC | 28337-1187 | Stage | Yes | 05/15/20 | 08/30/20 |
| 5532 | Madison | 118 New Market | Madison | NC | 27025 | Stage | Yes | 05/15/20 | 08/30/20 |
| 5020 | Roxboro | 732 N Madison Blvd | Roxboro | NC | 27573-4638 | Stage | Yes | 05/15/20 | 08/30/20 |
| 5021 | Plymouth | 774 US Highway 64 E | Plymouth | NC | 27962-9313 | Stage | Yes | 05/15/20 | 08/30/20 |
| 5060 | Edenton | 213 S Broad St | Edenton | NC | 27932-1931 | Stage | Yes | 05/15/20 | 08/30/20 |
| 5062 | Sylva | 670 W Main St | Sylva | NC | 28779-5553 | Stage | Yes | 05/15/20 | 08/30/20 |
| 5065 | Marion | 364 US 70 W, Ste 13 | Marion | NC | 28752-6244 | Stage | Yes | 05/15/20 | 08/30/20 |
| 5119 | Wallace | 5680 S Nc 41 Hwy | Wallace | NC | 28466-1362 | Stage | Yes | 05/15/20 | 08/30/20 |
| 5124 | Southport | 4961 Long Beach Rd SE, #7 | Southport | NC | 28461-8152 | Stage | Yes | 05/15/20 | 08/30/20 |
| 5126 | Thomasville | 1033 Randolph St | Thomasville | NC | 27360-5785 | Stage | Yes | 05/15/20 | 08/30/20 |
| 5156 | Franklin | 191 Macon Plaza Dr | Franklin | NC | 28734-0902 | Stage | Yes | 05/15/20 | 08/30/20 |
| 5176 | Lillington | 129 W Cornelius Harnett Blvd | Lillington | NC | 27546-7854 | Stage | Yes | 05/15/20 | 08/30/20 |
| 5180 | Mocksville | 1063 Yadkinville Rd | Mocksville | NC | 27028-2077 | Stage | Yes | 05/15/20 | 08/30/20 |
| 5261 | Roanoke Rapids | 1342 Julian Allsbrook Hwy | Roanoke Rapids | NC | 27870 | Stage | Yes | 05/15/20 | 08/30/20 |
| 5458 | Laurinburg | 1361 Scotland Crossing Dr. | Laurinburg | NC | 28352 | Stage | Yes | 05/15/20 | 08/30/20 |
| 5491 | Elkin | 1617 N Bridge St. | Elkin | NC | 28621 | Stage | Yes | 05/15/20 | 08/30/20 |
| 5493 | Oxford | 716 Granville Corners | Oxford | NC | 27565 | Stage | Yes | 05/15/20 | 08/30/20 |
| 6005 | Fargo | 5100 14th Ave SW | Fargo | ND | 58103 | Gordmans | Yes | 05/15/20 | 08/30/20 |
| 6006 | Grandforks | 3501 32nd Ave South | Grand Forks | ND | 58201 | Gordmans | Yes | 05/15/20 | 08/30/20 |
| 6113 | MINOT | 3220 16th ST SW | Minot | ND | 58701 | Gordmans | No | 05/15/20 | 08/30/20 |
| 6120 | BISMARCK | 1449 East LaSalle Drive | Bismarck | ND | 58503 | Gordmans | No | 05/15/20 | 08/30/20 |
| 6118 | Omaha | 14933 Evans Plaza | Greyhawk | NE | 68116 | Gordmans | Yes | 05/15/20 | 08/30/20 |
| 6022 | GRAND ISLAND | 1111 Allen Dr | Grand Island | NE | 68803 | Gordmans | No | 05/15/20 | 08/30/20 |
| 6042 | FREMONT | 850 E 23rd St | Fremont | NE | 68025 | Gordmans | No | 05/15/20 | 08/30/20 |
| 6044 | LINCOLN | 5050 N 27th St | Lincoln | NE | 68521 | Gordmans | No | 05/15/20 | 08/30/20 |
| 5281 | Gorham | 491 Main St. | Gorham | NH | 03581 | Stage | Yes | 05/15/20 | 08/30/20 |
| 102 | Carlsbad | 2302 W Pierce St, Ste A | Carlsbad | NM | 88220-3557 | Stage | Yes | 05/15/20 | 08/30/20 |
| 104 | Alamogordo | 3199 N White Sands Blvd | Alamogordo | NM | 88310-6162 | Stage | Yes | 05/15/20 | 08/30/20 |

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| 116 | Gallup | 1300 W 14th Frontage Rd | Gallup | NM | 87301-5320 | Stage | Yes | 05/15/20 | 08/30/20 |
| 126 | Roswell | 4501 N Main St, Ste 22 | Roswell | NM | 88201 | Stage | No | 05/15/20 | 08/30/20 |
| 134 | Clovis | 2713 N Prince St | Clovis | NM | 88101-4476 | Stage | Yes | 05/15/20 | 08/30/20 |
| 149 | Taos | 710 Paseo Del Pueblo Sur, #4 | Taos | NM | 87571-6061 | Stage | Yes | 05/15/20 | 08/30/20 |
| 180 | Los Alamos | 610 Trinity Dr | Los Alamos | NM | 87544-3261 | Stage | Yes | 05/15/20 | 08/30/20 |
| 300 | Ruidoso | 209 Highway 70 | Ruidoso | NM | 88345-6042 | Stage | Yes | 05/15/20 | 08/30/20 |
| 634 | Hobbs | 1401 N Turner St | Hobbs | NM | 88240-4314 | Stage | Yes | 05/15/20 | 08/30/20 |
| 639 | Lovington | 938 W Avenue D | Lovington | NM | 88260-3808 | Stage | Yes | 05/15/20 | 08/30/20 |
| 657 | Farmington | 3030 E Main St, Unit C | Farmington | NM | 87402-7636 | Stage | Yes | 05/15/20 | 08/30/20 |
| 659 | Artesia | 1700 W Main St, Ste B | Artesia | NM | 88210-3711 | Stage | Yes | 05/15/20 | 08/30/20 |
| 660 | Silver City | 2150 Highway 180 E | Silver City | NM | 88061-7727 | Stage | Yes | 05/15/20 | 08/30/20 |
| 663 | Belen | 106 Caldwell Ave | Belen | NM | 87002-4504 | Stage | Yes | 05/15/20 | 08/30/20 |
| 665 | Portales | 601 W 18th St | Portales | NM | 88130-7235 | Stage | Yes | 05/15/20 | 08/30/20 |
| 666 | Raton | 1271 S 2nd St | Raton | NM | 87740-2234 | Stage | Yes | 05/15/20 | 08/30/20 |
| 668 | Las Vegas | 2500 7th St. Ste. A | Las Vegas | NM | 87701-3949 | Stage | Yes | 05/15/20 | 08/30/20 |
| 669 | Grants | 110 E Santa Fe Ave | Grants | NM | 87020-2444 | Stage | Yes | 05/15/20 | 08/30/20 |
| 6244 | GUYMON | 1910 N Highway 64 | Guymon | OK | 73942-2744 | Gordmans | No | 05/15/20 | 08/30/20 |
| 6679 | Ardmore | 2401 12th Ave NW Ste111 | Ardmore | OK | 73401 | Gordmans | No | 05/15/20 | 08/30/20 |
| 114 | McAlester | 1734 E Carl Albert Pkwy | McAlester | OK | 74501-5138 | Stage | Yes | 05/15/20 | 08/30/20 |
| 288 | Pryor | 521 S Mill St | Pryor | OK | 74361-6015 | Stage | Yes | 05/15/20 | 08/30/20 |
| 675 | Tahlequah | 907 S Muskogee Ave | Tahlequah | OK | 74464-4731 | Stage | Yes | 05/15/20 | 08/30/20 |
| 688 | Sapulpa | 120 W Taft St | Sapulpa | OK | 74066-5433 | Stage | No | 05/15/20 | 08/30/20 |
| 690 | Miami | 2021 N Main St | Miami | OK | 74354-2130 | Stage | Yes | 05/15/20 | 08/30/20 |
| 692 | Vinita | 802 E Illinois | Vinita | OK | 74301-3309 | Stage | Yes | 05/15/20 | 08/30/20 |
| 694 | Claremore | 1017 W Will Rogers Blvd | Claremore | OK | 74017-5418 | Stage | Yes | 05/15/20 | 08/30/20 |
| 696 | Hugo | 1800 E Jackson St (Hwy 70) | Hugo | OK | 74743-4241 | Stage | Yes | 05/15/20 | 08/30/20 |
| 697 | Grove | 1112 S Main St | Grove | OK | 74344 | Stage | Yes | 05/15/20 | 08/30/20 |
| 698 | Shawnee | 805 W Ayre St | Shawnee | OK | 74801-4708 | Stage | Yes | 05/15/20 | 08/30/20 |
| 700 | Okmulgee | 2002 S Wood Dr | Okmulgee | OK | 74447-6849 | Stage | Yes | 05/15/20 | 08/30/20 |
| 701 | Seminole | 1725 N Milt Phillips Ave | Seminole | OK | 74868-2333 | Stage | Yes | 05/15/20 | 08/30/20 |
| 710 | Weatherford | 1235 Washington Ave | Weatherford | OK | 73096 | Stage | Yes | 05/15/20 | 08/30/20 |
| 717 | Pauls Valley | 124 Burr Ave | Pauls Valley | OK | 73075-3848 | Stage | Yes | 05/15/20 | 08/30/20 |
| 720 | Duncan | 1509 N Highway 81 | Duncan | OK | 73533-1407 | Stage | Yes | 05/15/20 | 08/30/20 |
| 722 | Poteau | 2301 N Broadway St, Ste B | Poteau | OK | 74953-2024 | Stage | Yes | 05/15/20 | 08/30/20 |
| 723 | Sallisaw | 1900 E Cherokee Ave, Ste M | Sallisaw | OK | 74955-5435 | Stage | Yes | 05/15/20 | 08/30/20 |
| 727 | Sand Springs | 651 East Charles Page Blvd. | Sand Springs | OK | 74063 | Stage | Yes | 05/15/20 | 08/30/20 |
| 728 | Chickasha (Grndvw) | 623 1/2 W Grand Ave | Chickasha (Grndvw) | OK | 73018-5813 | Stage | Yes | 05/15/20 | 08/30/20 |
| 733 | Mustang | 170 N Mustang Rd | Mustang | OK | 73064 | Stage | Yes | 05/15/20 | 08/30/20 |
| 822 | Bartlesville (WshSq) | 2350 SE Washington Blvd 412 | Bartlesville | OK | 74006 | Stage | Yes | 05/15/20 | 08/30/20 |
| 847 | Ada | 1200 A N. Hills Shopping Ctr. | Ada | OK | 74820-2883 | Stage | Yes | 05/15/20 | 08/30/20 |
| 848 | Broken Arrow | 728 W New Orleans St | Broken Arrow | OK | 74011-1854 | Stage | Yes | 05/15/20 | 08/30/20 |
| 109 | Altus | 1420 N Main St | Altus | OK | 73521-2102 | Stage | Yes | 05/15/20 | 08/30/20 |
| 654 | Woodward | 2815 8th St | Woodward | OK | 73801-6721 | Stage | Yes | 05/15/20 | 08/30/20 |
| 711 | Elk City | 2003 S Main St | Elk City | OK | 73644-9113 | Stage | Yes | 05/15/20 | 08/30/20 |
| 718 | Durant | 1027 W Main St | Durant | OK | 74701-5041 | Stage | Yes | 05/15/20 | 08/30/20 |
| 721 | Idabel | 1500 SE Washington St. Ste 101 | Idabel | OK | 74745-3447 | Stage | Yes | 05/15/20 | 08/30/20 |
| 5068 | Conway | 1600 Church St | Conway | SC | 29526-2958 | Stage | Yes | 05/15/20 | 08/30/20 |
| 5309 | Hartsville | 827 S 5th St | Hartsville | SC | 29550-6501 | Stage | Yes | 05/15/20 | 08/30/20 |
| 5379 | Florence | 1609 S Irby St | Florence | SC | 29505-3411 | Stage | Yes | 05/15/20 | 08/30/20 |
| 5113 | Barnwell | 10620 Dunbarton Blvd | Barnwell | SC | 29812-1490 | Stage | Yes | 05/15/20 | 08/30/20 |
| 5307 | Dillion | 214 Radford Blvd, Bldg F | Dillion | SC | 29536-2038 | Stage | Yes | 05/15/20 | 08/30/20 |
| 5311 | Kingstree | 31 N Williamsburg County Hwy | Kingstree | SC | 29556-2434 | Stage | Yes | 05/15/20 | 08/30/20 |
| 5315 | Pageland | 505 S Pearl St, Ste B | Pageland | SC | 29728-2222 | Stage | Yes | 05/15/20 | 08/30/20 |
| 5325 | Marion | 2539 E Highway 76 | Marion | SC | 29571-6347 | Stage | Yes | 05/15/20 | 08/30/20 |
| 5326 | Manning | 22 N Brooks St | Manning | SC | 29102-3110 | Stage | Yes | 05/15/20 | 08/30/20 |
| 5327 | Newberry | 2821 Main St | Newberry | SC | 29108-4133 | Stage | Yes | 05/15/20 | 08/30/20 |
| 5328 | Varnville | 233 W Carolina Ave | Varnville | SC | 29944-4741 | Stage | Yes | 05/15/20 | 08/30/20 |
| 5347 | Batesburg | 212 W Columbia Ave | Batesburg | SC | 29006-2123 | Stage | Yes | 05/15/20 | 08/30/20 |
| 5351 | Williamston | 17 Pelzer Ave | Williamston | SC | 29697-1023 | Stage | Yes | 05/15/20 | 08/30/20 |
| 6599 | DYERSBURG | 2700 Lake Rd | Dyersburg | TN | 38024-1666 | Gordmans | No | 05/15/20 | 08/30/20 |
| 5012 | Hermitage | 4724 Lebanon Pike | Hermitage | TN | 37076-1313 | Stage | Yes | 05/15/20 | 08/30/20 |
| 5103 | Elizabethton | 730 W Elk Ave | Elizabethton | TN | 37643-2517 | Stage | Yes | 05/15/20 | 08/30/20 |
| 5179 | Crossville | 145 Highland Sq | Crossville | TN | 38555-5108 | Stage | Yes | 05/15/20 | 08/30/20 |
| 5189 | Jacksboro | 2500 Jacksboro Pike, Ste 8 | Jacksboro | TN | 37757-2818 | Stage | Yes | 05/15/20 | 08/30/20 |
| 5248 | Jefferson City | 125 W Broadway Blvd | Jefferson City | TN | 37760-2420 | Stage | Yes | 05/15/20 | 08/30/20 |
| 5284 | Oneida | 19874 Alberta Street | Oneida | TN | 37841 | Stage | Yes | 05/15/20 | 08/30/20 |
| 5428 | Rogersville | 4017 South Hwy. 66 Suite 2 | Rogersville | TN | 37857 | Stage | Yes | 05/15/20 | 08/30/20 |
| 5443 | Newport | 120 Newport Towne Center | Newport | TN | 37821 | Stage | Yes | 05/15/20 | 08/30/20 |
| 5002 | Paris | 1150 Mineral Wells Ave, #240 | Paris | TN | 38242-4990 | Stage | Yes | 05/15/20 | 08/30/20 |
| 5003 | Humboldt | 2220 N Central Ave | Humboldt | TN | 38343-1737 | Stage | Yes | 05/15/20 | 08/30/20 |
| 5004 | Winchester | 2607 Decherd Blvd | Winchester | TN | 37398-1166 | Stage | Yes | 05/15/20 | 08/30/20 |
| 5073 | Fayetteville | 1338 Huntsville Hwy | Fayetteville | TN | 37334-3604 | Stage | Yes | 05/15/20 | 08/30/20 |
| 5075 | Lawrenceburg | 2008 N Locust Ave | Lawrenceburg | TN | 38464-2336 | Stage | Yes | 05/15/20 | 08/30/20 |
| 5144 | Tullahoma | 1905 N Jackson St | Tullahoma | TN | 37388-2200 | Stage | Yes | 05/15/20 | 08/30/20 |
| 5188 | Lexington | 675 W Church St | Lexington | TN | 38351-1711 | Stage | Yes | 05/15/20 | 08/30/20 |
| 5190 | Dickson | 413 Hwy 46 S | Dickson | TN | 37055-2558 | Stage | Yes | 05/15/20 | 08/30/20 |
| 5193 | Savannah | 195 Waters St, Ste B | Savannah | TN | 38372-2685 | Stage | Yes | 05/15/20 | 08/30/20 |
| 5194 | Lewisburg | 148 The Acres | Lewisburg | TN | 37091-2845 | Stage | Yes | 05/15/20 | 08/30/20 |
| 5232 | Covington | 975 Highway 51 N | Covington | TN | 38019-1523 | Stage | Yes | 05/15/20 | 08/30/20 |
| 5233 | Millington | 8221 US Highway 51 N | Millington | TN | 38053-1707 | Stage | Yes | 05/15/20 | 08/30/20 |
| 5418 | Kimball | 341 Kimball Crossing | Kimball | TN | 37347 | Stage | Yes | 05/15/20 | 08/30/20 |
| 5433 | McMinnville | 1410 Sparta St Unit A2 | McMinnville | TN | 37110 | Stage | Yes | 05/15/20 | 08/30/20 |
| 6125 | Rosenberg | 24974 Commercial Dr | Rosenberg | TX | 77471 | Gordmans | Yes | 05/15/20 | 08/30/20 |
| 6130 | Spring | 21356 Kuykendahl | Spring | TX | 77379-7946 | Gordmans | Yes | 05/15/20 | 08/30/20 |
| 6131 | Humble | 7063 Fm 1960 Rd E | Humble | TX | 77346-2703 | Gordmans | Yes | 05/15/20 | 08/30/20 |

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| 6680 | BURKBURNETT | 200 S Red River Expy | Burkburnett | TX | 76354 | Gordmans | No | 05/15/20 | 08/30/20 |
| 6681 | SULPHUR SPRINGS | 1401 Mockingbird Ln, #101 | Sulphur Springs | TX | 75482-4858 | Gordmans | No | 05/15/20 | 08/30/20 |
| 6747 | Gonzales | 1624 East Sarah Dewitt Drive | Gonzales | TX | 78629 | Gordmans | No | 05/15/20 | 08/30/20 |
| 6751 | College Station | 1500 Harvey Rd, Space E | College Station | TX | 77840-3713 | Gordmans | No | 05/15/20 | 08/30/20 |
| 6776 | Round Rock | 400 W Palm Valley Blvd | Round Rock | TX | 78664-4237 | Gordmans | No | 05/15/20 | 08/30/20 |
| 6777 | Georgetown | 1103 Rivery Blvd, 3-307 | Georgetown | TX | 78628-3034 | Gordmans | No | 05/15/20 | 08/30/20 |
| 6780 | Waco | 6001 W Waco Dr | Waco | TX | 76710-6306 | Gordmans | No | 05/15/20 | 08/30/20 |
| 6784 | Ennis | 201 S Interstate 45 | Ennis | TX | 75119-5112 | Gordmans | No | 05/15/20 | 08/30/20 |
| 6803 | Center | 677 Hurst | Center | TX | 75935 | Gordmans | No | 05/15/20 | 08/30/20 |
| 6859 | Odessa (Crossroad) | 2008 E. 42nd St | Odessa (Crossroad) | TX | 79762-7239 | Gordmans | No | 05/15/20 | 08/30/20 |
| 6860 | Odessa (West County) | 1623 N County Rd W | Odessa (West County) | TX | 79763-2960 | Gordmans | No | 05/15/20 | 08/30/20 |
| 1 | Henderson | 2317 U S Highway 79 S | Henderson | TX | 75654-4448 | Stage | Yes | 05/15/20 | 08/30/20 |
| 2 | Nacogdoches | 4919 North St, Ste 101 | Nacogdoches | TX | 75965-1809 | Stage | No | 05/15/20 | 08/30/20 |
| 3 | Mount Pleasant | 2306 S Jefferson Ave., Ste.K | Mount Pleasant | TX | 75455-4842 | Stage | No | 05/15/20 | 08/30/20 |
| 5 | Kingsville | 2319 S Brahma Blvd | Kingsville | TX | 78363-7119 | Stage | Yes | 05/15/20 | 08/30/20 |
| 6 | Gilmer | 1059 US Highway 271 N | Gilmer | TX | 75644-5260 | Stage | No | 05/15/20 | 08/30/20 |
| 7 | Jacksonville | 1712 S Jackson St | Jacksonville | TX | 75766-5831 | Stage | No | 05/15/20 | 08/30/20 |
| 8 | Paris | 3512 Lamar Ave | Paris | TX | 75460-5026 | Stage | No | 05/15/20 | 08/30/20 |
| 10 | Kilgore | 100 Midtown Plz | Kilgore | TX | 75662-5864 | Stage | No | 05/15/20 | 08/30/20 |
| 11 | Lufkin | 4600 S Medford Dr | Lufkin | TX | 75901-5624 | Stage | Yes | 05/15/20 | 08/30/20 |
| 12 | Greenville | 6834 Wesley St, Suite B | Greenville | TX | 75401 | Stage | Yes | 05/15/20 | 08/30/20 |
| 14 | Marshall | 1300 E Pinecrest Dr | Marshall | TX | 75670-7397 | Stage | Yes | 05/15/20 | 08/30/20 |
| 15 | Palestine | 2012 Crockett Rd | Palestine | TX | 75801-5908 | Stage | No | 05/15/20 | 08/30/20 |
| 17 | Carthage | 4395 NW Loop | Carthage | TX | 75633 | Stage | No | 05/15/20 | 08/30/20 |
| 19 | Conroe | 1100 W Dallas St | Conroe | TX | 77301-2208 | Stage | Yes | 05/15/20 | 08/30/20 |
| 21 | Stephenville | 2900 W Washington St, Box 12 | Stephenville | TX | 76401-3734 | Stage | Yes | 05/15/20 | 08/30/20 |
| 22 | Bryan | 725 E Villa Maria Rd, Ste 102 | Bryan | TX | 77802-5319 | Stage | Yes | 05/15/20 | 08/30/20 |
| 23 | Longview (Lngvw Mal) | 3520 McCann Rd Ste 1010 | Longview | TX | 75605-4406 | Stage | Yes | 05/15/20 | 08/30/20 |
| 26 | Copperas Cove | 228 Cove Terrace Shopping Ctr | Copperas Cove | TX | 76522-2262 | Stage | Yes | 05/15/20 | 08/30/20 |
| 27 | Weslaco | 1901 W Expressway 83, Ste 40 | Weslaco | TX | 78596-4374 | Stage | Yes | 05/15/20 | 08/30/20 |
| 28 | Mineral Wells | 2801 Hwy 180 E, Ste 3 | Mineral Wells | TX | 76067 | Stage | No | 05/15/20 | 08/30/20 |
| 29 | Roma | 1004 E Hwy 83 Riverview Plaza | Roma | TX | 78584-8025 | Stage | No | 05/15/20 | 08/30/20 |
| 30 | Bay City | 4009 7th St | Bay City | TX | 77414-4515 | Stage | Yes | 05/15/20 | 08/30/20 |
| 31 | League City | 215 W Main St | League City | TX | 77573-3736 | Stage | Yes | 05/15/20 | 08/30/20 |
| 34 | San Antonio (Thooks) | 2939 Thousand Oaks Dr | San Antonio | TX | 78247-3312 | Stage | Yes | 05/15/20 | 08/30/20 |
| 35 | Victoria (Village) | 2504 N Laurent St | Victoria | TX | 77901-4133 | Stage | Yes | 05/15/20 | 08/30/20 |
| 36 | Corp Chris (PrtAyrs) | 4302 Ayers St | Corpus Christi | TX | 78415-5318 | Stage | Yes | 05/15/20 | 08/30/20 |
| 37 | Duncanville | 726 W Wheatland Rd | Duncanville | TX | 75116-4521 | Stage | Yes | 05/15/20 | 08/30/20 |
| 38 | Seguin | 1386 E Court | Seguin | TX | 78155-5268 | Stage | Yes | 05/15/20 | 08/30/20 |
| 40 | Lake Jackson | 100 Highway 332 W, Suite 1354 | Lake Jackson | TX | 77566-4029 | Stage | Yes | 05/15/20 | 08/30/20 |
| 41 | Orange (Pinehurst) | 2250 MacArthur Dr | Orange (Pinehurst) | TX | 77630-4812 | Stage | No | 05/15/20 | 08/30/20 |
| 42 | Athens | 1111 E Tyler St, Ste 127-B | Athens | TX | 75751-2131 | Stage | No | 05/15/20 | 08/30/20 |
| 43 | Silsbee | 138 Pine Plz | Silsbee | TX | 77656 | Stage | Yes | 05/15/20 | 08/30/20 |
| 45 | Del Rio | 2205 Veterans Blvd, Suite B | Del Rio | TX | 78840-3120 | Stage | Yes | 05/15/20 | 08/30/20 |
| 47 | Early | 509 W Commerce Ste A | Early | TX | 76801 | Stage | No | 05/15/20 | 08/30/20 |
| 54 | Harlingen (LncInCrns) | 2313 W Lincoln St | Harlingen | TX | 78552-5917 | Stage | Yes | 05/15/20 | 08/30/20 |
| 55 | Corsicana | 3500 W 7th Ave ste 40 | Corsicana | TX | 75110-4823 | Stage | No | 05/15/20 | 08/30/20 |
| 57 | Waxahachie | 791 N Highway 77, Suite 201 | Waxahachie | TX | 75165-1879 | Stage | Yes | 05/15/20 | 08/30/20 |
| 60 | Portland | 1530 Wildcat Dr | Portland | TX | 78374-2814 | Stage | Yes | 05/15/20 | 08/30/20 |
| 61 | Beaumont (Gateway) | 3871 Stagg Dr | Beaumont | TX | 77701 | Stage | Yes | 05/15/20 | 08/30/20 |
| 62 | Pharr | 500 North Jackson, Suite I | Pharr | TX | 78577-2109 | Stage | Yes | 05/15/20 | 08/30/20 |
| 64 | Galveston | 2711 61st St | Galveston | TX | 77551-2134 | Stage | Yes | 05/15/20 | 08/30/20 |
| 68 | Beaumont (Parkdale) | 6155 Eastex Fwy, Ste F-600 | Beaumont | TX | 77706-6718 | Stage | Yes | 05/15/20 | 08/30/20 |
| 69 | Beeville | 2115 St. Mary St | Beeville | TX | 78102-2432 | Stage | Yes | 05/15/20 | 08/30/20 |
| 70 | Gainesville | 1008 E Highway 82 | Gainesville | TX | 76240-2721 | Stage | Yes | 05/15/20 | 08/30/20 |
| 71 | San Antonio (S Park) | 2310 SW Military Dr | San Antonio | TX | 78224-1407 | Stage | Yes | 05/15/20 | 08/30/20 |
| 76 | McAllen (Palmscrsng) | 3300 E Expressway 83, Ste 200 | McAllen | TX | 78501-8348 | Stage | Yes | 05/15/20 | 08/30/20 |
| 79 | Cleburne | 1663 W Henderson St | Cleburne | TX | 76033-4134 | Stage | No | 05/15/20 | 08/30/20 |
| 80 | San Antonio (MCrles) | 4224 S New Braunfels Ave, #201 | San Antonio | TX | 78223-1717 | Stage | Yes | 05/15/20 | 08/30/20 |
| 84 | Laredo | 5300 San Dario Ave, Ste 150 | Laredo | TX | 78041-3000 | Stage | Yes | 05/15/20 | 08/30/20 |
| 88 | Kerrville | 200 Sidney Baker S | Kerrville | TX | 78028-5914 | Stage | Yes | 05/15/20 | 08/30/20 |
| 89 | Port Lavaca | 121 Calhoun Plz | Port Lavaca | TX | 77979-2423 | Stage | Yes | 05/15/20 | 08/30/20 |
| 90 | Texarkana | 2400 Richmond Rd | Texarkana | TX | 75503-2494 | Stage | Yes | 05/15/20 | 08/30/20 |
| 91 | Plainview | 3415 Olton Rd | Plainview | TX | 79072-6603 | Stage | No | 05/15/20 | 08/30/20 |
| 93 | San Angelo (Snst Ml) | 4001 Sunset Dr, Ste 3000 | San Angelo | TX | 76904-5657 | Stage | Yes | 05/15/20 | 08/30/20 |
| 94 | Borger | 1412 W Wilson St | Borger | TX | 79007-4420 | Stage | Yes | 05/15/20 | 08/30/20 |
| 95 | Pampa | 1201 N Hobart, Ste 25 | Pampa | TX | 79065 | Stage | No | 05/15/20 | 08/30/20 |
| 96 | Brownsville (snrise) | 2360 N Expressway | Brownsville | TX | 78521-0937 | Stage | Yes | 05/15/20 | 08/30/20 |
| 98 | Rockport | 1326 Highway 35 N | Rockport | TX | 78382-3313 | Stage | Yes | 05/15/20 | 08/30/20 |
| 101 | Big Spring | 1801 E Fm 700, #150 | Big Spring | TX | 77920-5055 | Stage | No | 05/15/20 | 08/30/20 |
| 103 | Victoria (Vectria Ml) | 7800 Hallettsville Hwy | Victoria | TX | 77904-2608 | Stage | Yes | 05/15/20 | 08/30/20 |
| 111 | Midland | 4511 N Midkiff Rd, Space E14 | Midland | TX | 79705-3256 | Stage | Yes | 05/15/20 | 08/30/20 |
| 112 | El Paso (Vsta Hills) | 1840 N Lee Trevino Dr, Ste 100 | El Paso (Vsta Hills) | TX | 79936-4136 | Stage | No | 05/15/20 | 08/30/20 |
| 120 | Port Arthur | 3100 Hwy 365, #57 | Port Arthur | TX | 77642-7791 | Stage | Yes | 05/15/20 | 08/30/20 |
| 121 | Amarillo (Westgate) | 7701 W Interstate 40, #700 | Amarillo | TX | 79121-0999 | Stage | Yes | 05/15/20 | 08/30/20 |
| 122 | Eagle Pass | 455 S Bibb Ave, #300 | Eagle Pass | TX | 78852-5079 | Stage | Yes | 05/15/20 | 08/30/20 |
| 123 | Corp Christ (5 Pnts) | 4101 US IH 69 Access Rd., #E | Corpus Christi | TX | 78410-4542 | Stage | Yes | 05/15/20 | 08/30/20 |
| 124 | Houston (Northline) | 4438 N Frwy | Houston | TX | 77022-3606 | Stage | Yes | 05/15/20 | 08/30/20 |
| 125 | Jasper | 1133 S Wheeler St | Jasper | TX | 75951-5118 | Stage | No | 05/15/20 | 08/30/20 |
| 131 | Bastrop | 487 Highway 71 W | Bastrop | TX | 78602-3745 | Stage | Yes | 05/15/20 | 08/30/20 |
| 135 | Tyler (Southpark) | 1934 E Southeast Loop 323 | Tyler | TX | 75701-8337 | Stage | Yes | 05/15/20 | 08/30/20 |
| 136 | Weatherford | 625 Palo Pinto | Weatherford | TX | 76086-4129 | Stage | Yes | 05/15/20 | 08/30/20 |
| 138 | Brenham | 2502 S Day St | Brenham | TX | 77833-5521 | Stage | Yes | 05/15/20 | 08/30/20 |
| 140 | Hidalgo | 701 N International, Ste 111 | Hidalgo | TX | 78557 | Stage | Yes | 05/15/20 | 08/30/20 |
| 144 | Huntsville | 2 Financial Plz | Huntsville | TX | 77340-3508 | Stage | Yes | 05/15/20 | 08/30/20 |

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| 145 | La Grange | 215 Elminger Rd, Ste B | La Grange | TX | 78945-3051 | Stage | Yes | 05/15/20 | 08/30/20 |
| 151 | De Soto | 901 N Polk St, #301 | DeSoto | TX | 75115-4013 | Stage | Yes | 05/15/20 | 08/30/20 |
| 154 | Cuero | 1143 N Esplanade St | Cuero | TX | 77954-3433 | Stage | Yes | 05/15/20 | 08/30/20 |
| 159 | Burleson | 550 SW Wilshire Blvd | Burleson | TX | 76028-5332 | Stage | Yes | 05/15/20 | 08/30/20 |
| 160 | Lubbock (S Plains) | 6002 Slide Rd | Lubbock | TX | 79414-4310 | Stage | Yes | 05/15/20 | 08/30/20 |
| 165 | Grapevine | 1217 W State Hwy 114 Ste112 | Grapevine | TX | 76051 | Stage | Yes | 05/15/20 | 08/30/20 |
| 167 | Taylor | 3100 N Main St, Ste 101 | Taylor | TX | 76574-1205 | Stage | No | 05/15/20 | 08/30/20 |
| 168 | Decatur | 611 W Ford St | Decatur | TX | 76234-2409 | Stage | Yes | 05/15/20 | 08/30/20 |
| 169 | Canton | 301 E Highway 243 | Canton | TX | 75103-2423 | Stage | No | 05/15/20 | 08/30/20 |
| 171 | Crockett | 1027 E Loop 304 | Crockett | TX | 75835-1806 | Stage | No | 05/15/20 | 08/30/20 |
| 172 | Mission | 301 E Expressway 83 | Mission | TX | 78572-5560 | Stage | Yes | 05/15/20 | 08/30/20 |
| 173 | Angelton | 1828 N Velasco St | Angelton | TX | 77515-3015 | Stage | Yes | 05/15/20 | 08/30/20 |
| 176 | Granbury | 301 E Highway 377, Ste 106 | Granbury | TX | 76048-1200 | Stage | Yes | 05/15/20 | 08/30/20 |
| 193 | Giddings | 2450 E Austin St | Giddings | TX | 78942-3636 | Stage | Yes | 05/15/20 | 08/30/20 |
| 195 | San Antonio (Bndera) | 8425 Bandera Rd, Ste 132 | San Antonio | TX | 78250-2576 | Stage | Yes | 05/15/20 | 08/30/20 |
| 199 | Aransas Pass | 1911 W Wheeler Ave | Aransas Pass | TX | 78336-4704 | Stage | Yes | 05/15/20 | 08/30/20 |
| 204 | Houston (Uvalde) | 431 Uvalde Rd | Houston | TX | 77015-3717 | Stage | Yes | 05/15/20 | 08/30/20 |
| 205 | Houston (Meyerland) | 726 Meyerland Plaza Mall | Houston | TX | 77096-1619 | Stage | Yes | 05/15/20 | 08/30/20 |
| 212 | Houston (Champions) | 5407 Fm 1960 Rd W | Houston | TX | 77069-4301 | Stage | Yes | 05/15/20 | 08/30/20 |
| 228 | Texas City | 10000 E F Lowry Expy 4000-1A | Texas City | TX | 77591-2127 | Stage | Yes | 05/15/20 | 08/30/20 |
| 230 | Missouri City | 5732 Highway 6 | Missouri City | TX | 77459-4187 | Stage | Yes | 05/15/20 | 08/30/20 |
| 232 | Katy (Cinco Ranch) | 6729 S Fry Rd | Katy | TX | 77494-8383 | Stage | Yes | 05/15/20 | 08/30/20 |
| 233 | Tomball | 27714 State Hwy 249 | Tomball | TX | 77375-6472 | Stage | Yes | 05/15/20 | 08/30/20 |
| 237 | Alvin | 1701 Fairway Dr | Alvin | TX | 77511-4661 | Stage | Yes | 05/15/20 | 08/30/20 |
| 241 | Pearland | 2650 Pearland Pkwy Ste 110 | Pearland | TX | 77581 | Stage | Yes | 05/15/20 | 08/30/20 |
| 242 | Houston (Copperwood) | 6863 Highway 6 N | Houston | TX | 77084-1315 | Stage | Yes | 05/15/20 | 08/30/20 |
| 244 | Liberty | 2323 N Main St | Liberty | TX | 77575-3901 | Stage | Yes | 05/15/20 | 08/30/20 |
| 245 | Cleveland | 1711 E Houston St | Cleveland | TX | 77327-4737 | Stage | Yes | 05/15/20 | 08/30/20 |
| 246 | Houston (Southgate) | 4401 W Fuqua St | Houston | TX | 77045-6205 | Stage | Yes | 05/15/20 | 08/30/20 |
| 248 | Pasadena (FairwyPlz) | 5782 Fairmont Pkwy | Pasadena | TX | 77505-3906 | Stage | Yes | 05/15/20 | 08/30/20 |
| 250 | El Campo | 1201 N Mechanic St | El Campo | TX | 77437-2613 | Stage | Yes | 05/15/20 | 08/30/20 |
| 251 | Wharton | 301 E Boling Hwy | Wharton | TX | 77488-3240 | Stage | Yes | 05/15/20 | 08/30/20 |
| 254 | Stafford | 11751 W Bellfort St | Stafford | TX | 77477-1324 | Stage | Yes | 05/15/20 | 08/30/20 |
| 255 | Houston (Fondren) | 11251 Fondren Rd | Houston | TX | 77096-5507 | Stage | Yes | 05/15/20 | 08/30/20 |
| 256 | Mexia | 1009 E Milam St | Mexia | TX | 76667-2528 | Stage | No | 05/15/20 | 08/30/20 |
| 259 | San Antonio (Wstlke) | 1401 SW Loop 410, Ste 113LP | San Antonio | TX | 78227-1664 | Stage | Yes | 05/15/20 | 08/30/20 |
| 274 | Gun Barrel City | 1020 W Main St | Gun Barrel City | TX | 75156 | Stage | No | 05/15/20 | 08/30/20 |
| 280 | Burnet | 118 E Polk St | Burnet | TX | 78611-2430 | Stage | No | 05/15/20 | 08/30/20 |
| 282 | Fredericksburg | 1412 E Main St | Fredericksburg | TX | 78624-5320 | Stage | No | 05/15/20 | 08/30/20 |
| 291 | Gatesville | 2411 Highway 36 | Gatesville | TX | 76528-2517 | Stage | No | 05/15/20 | 08/30/20 |
| 293 | McAllen (Trenton) | 7600 N 10th St, Bldg 100 | McAllen | TX | 78504-9396 | Stage | Yes | 05/15/20 | 08/30/20 |
| 335 | Kaufman | 2011 S Washington St | Kaufman | TX | 75142-3633 | Stage | Yes | 05/15/20 | 08/30/20 |
| 351 | Boerne | 1351 S Main St | Boerne | TX | 78006-2821 | Stage | No | 05/15/20 | 08/30/20 |
| 390 | San Benito | 850 W US Highway 77, Ste G | San Benito | TX | 78586-4319 | Stage | Yes | 05/15/20 | 08/30/20 |
| 439 | Port Isabel | 1750 Highway 100, Suite 1750-B | Port Isabel | TX | 78578-2851 | Stage | No | 05/15/20 | 08/30/20 |
| 602 | Brownsville (Strbry) | 2921 Boca Chica Blvd | Brownsville | TX | 78521-3500 | Stage | Yes | 05/15/20 | 08/30/20 |
| 603 | Falfurrias | 118 W Rice St | Falfurrias | TX | 78355-3702 | Stage | Yes | 05/15/20 | 08/30/20 |
| 604 | Edinburg | 511 E University Dr | Edinburg | TX | 78539-3561 | Stage | Yes | 05/15/20 | 08/30/20 |
| 605 | Uvalde | 2326 E Main St | Uvalde | TX | 78801-4945 | Stage | Yes | 05/15/20 | 08/30/20 |
| 606 | Rio Grande City | 4027 E Highway 83, Ste 300 | Rio Grande City | TX | 78582-4825 | Stage | No | 05/15/20 | 08/30/20 |
| 607 | Harlingen (Lauri Pk) | 1200 S 77th Sunshine Strip | Harlingen | TX | 78550-8016 | Stage | Yes | 05/15/20 | 08/30/20 |
| 611 | Graham | 1108 Highway 16 S | Graham | TX | 76450-3808 | Stage | Yes | 05/15/20 | 08/30/20 |
| 613 | Vernon | 4115 Hillcrest Plaza | Vernon | TX | 76384-3267 | Stage | Yes | 05/15/20 | 08/30/20 |
| 614 | Lamesa | 2308 Lubbock Hwy | Lamesa | TX | 79331-2716 | Stage | No | 05/15/20 | 08/30/20 |
| 616 | Snyder | 3210 College Ave | Snyder | TX | 79549-4133 | Stage | No | 05/15/20 | 08/30/20 |
| 618 | Brownfield | 1407 Tahoka Rd | Brownfield | TX | 79316-4828 | Stage | Yes | 05/15/20 | 08/30/20 |
| 619 | Cameron | 1601 W 4th St | Cameron | TX | 76520-3148 | Stage | Yes | 05/15/20 | 08/30/20 |
| 624 | Seminole | 109 E Avenue A | Seminole | TX | 79360-3621 | Stage | No | 05/15/20 | 08/30/20 |
| 626 | San Angelo (Village) | 2230 W Bearegard Ave | San Angelo | TX | 76901-3702 | Stage | Yes | 05/15/20 | 08/30/20 |
| 628 | Andrews | 610 N Main St | Andrews | TX | 79714-5207 | Stage | No | 05/15/20 | 08/30/20 |
| 633 | Pecos | 910 S Eddy St | Pecos | TX | 79772-3701 | Stage | No | 05/15/20 | 08/30/20 |
| 635 | Fort Stockton | 1700 W Dickinson Blvd Suit B | Fort Stockton | TX | 79735-4237 | Stage | No | 05/15/20 | 08/30/20 |
| 636 | Alpine | 910 E Holland Ave | Alpine | TX | 79830-5024 | Stage | No | 05/15/20 | 08/30/20 |
| 640 | Monahans | 1203 S Stockton Ave | Monahans | TX | 79756-6032 | Stage | No | 05/15/20 | 08/30/20 |
| 643 | Hereford | 531 N 25 Mile Ave | Hereford | TX | 79045-3003 | Stage | Yes | 05/15/20 | 08/30/20 |
| 644 | Austin (Sthprk Mdw) | 9500 S IH 35 Ste K | Austin | TX | 78748-1753 | Stage | Yes | 05/15/20 | 08/30/20 |
| 646 | Perryton | 904 S Main St | Perryton | TX | 79070-4244 | Stage | Yes | 05/15/20 | 08/30/20 |
| 647 | Amarillo (Grand Plz) | 3510 E Interstate 40, Unit B | Amarillo | TX | 79103-4800 | Stage | Yes | 05/15/20 | 08/30/20 |
| 648 | Lubbock (Caprock) | 2705 50th St | Lubbock | TX | 79413-4321 | Stage | Yes | 05/15/20 | 08/30/20 |
| 650 | Levelland | 208 Clubview Dr | Levelland | TX | 79336-6306 | Stage | No | 05/15/20 | 08/30/20 |
| 653 | Dumas | 1406 Guy Lane Plz/PO Box 1592 | Dumas | TX | 79029 | Stage | Yes | 05/15/20 | 08/30/20 |
| 661 | El Paso (Mtn Vista) | 9155 Dyer St | El Paso | TX | 79924-6426 | Stage | Yes | 05/15/20 | 08/30/20 |
| 704 | Mineola | 1114 N Pacific St | Mineola | TX | 75773-1840 | Stage | No | 05/15/20 | 08/30/20 |
| 715 | Alamo | 1449 Duranta St, Ste #6 | Alamo | TX | 78516-2329 | Stage | Yes | 05/15/20 | 08/30/20 |
| 724 | Atlanta | 301 E Main St, Ste B | Atlanta | TX | 75551-2676 | Stage | No | 05/15/20 | 08/30/20 |
| 725 | Yoakum | 304 W Grand Ave | Yoakum | TX | 77995-2616 | Stage | Yes | 05/15/20 | 08/30/20 |
| 730 | Columbus | 1404 Walnut St | Columbus | TX | 78934-2131 | Stage | Yes | 05/15/20 | 08/30/20 |
| 731 | Elgin | 214 Highway 290 W | Elgin | TX | 78621-3214 | Stage | Yes | 05/15/20 | 08/30/20 |
| 732 | Hondo | 2509 19th St (Hwy 90) | Hondo | TX | 78861-2102 | Stage | Yes | 05/15/20 | 08/30/20 |
| 739 | Pleasanton | 1715 W Oaklawn Rd, Ste B | Pleasanton | TX | 78064-4602 | Stage | Yes | 05/15/20 | 08/30/20 |
| 741 | Marble Falls | 1400 Hwy 1431 West, Suite 100 | Marble Falls | TX | 78654 | Stage | No | 05/15/20 | 08/30/20 |
| 742 | Lumberton | 142 S Main St | Lumberton | TX | 77657-7367 | Stage | Yes | 05/15/20 | 08/30/20 |
| 745 | Azle | 104 Northwest Pkwy | Azle | TX | 76020-3130 | Stage | No | 05/15/20 | 08/30/20 |
| 756 | Floresville | 917 10th St, Ste 123 | Floresville | TX | 78114-1851 | Stage | Yes | 05/15/20 | 08/30/20 |
| 775 | Seagoville | 410 N Highway 175 | Seagoville | TX | 75159-1837 | Stage | Yes | 05/15/20 | 08/30/20 |

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| 776 | Eastland | 1405 E Main St, Ste 100 | Eastland | TX | 76448-3050 | Stage | Yes | 05/15/20 | 08/30/20 |
| 777 | Woodville | 1121 S Magnolia St, Ste 100 | Woodville | TX | 75979-5607 | Stage | Yes | 05/15/20 | 08/30/20 |
| 779 | Crosby | 14039 Fm 2100 Rd, #B | Crosby | TX | 77532-6153 | Stage | Yes | 05/15/20 | 08/30/20 |
| 788 | Kingwood | 1375 Kingwood Dr | Kingwood | TX | 77339-3037 | Stage | Yes | 05/15/20 | 08/30/20 |
| 796 | Sealy | 2280 Hwy 36 S | Sealy | TX | 77474-4221 | Stage | Yes | 05/15/20 | 08/30/20 |
| 797 | Corp Chris (Flr Blf) | 10241 S Padre Island Dr,Ste101 | Corpus Christi | TX | 78418-4413 | Stage | Yes | 05/15/20 | 08/30/20 |
| 799 | Livingston | 1219 W Church Street | Livingston | TX | 77351 | Stage | Yes | 05/15/20 | 08/30/20 |
| 842 | Presidio | 712 W Oreilly St | Presidio | TX | 79845 | Stage | Yes | 05/15/20 | 08/30/20 |
| 854 | Spring Branch | 20475 State Hwy 46 W, Suite 8 | Spring Branch | TX | 78070 | Stage | Yes | 05/15/20 | 08/30/20 |
| 863 | Alice | 1720 E Main Street | Alice | TX | 78332-4048 | Stage | Yes | 05/15/20 | 08/30/20 |
| 1005 | Lytle Crossing | 19585 IH-35 South Suite F | Lytle Crossing | TX | 78052 | Stage | Yes | 05/15/20 | 08/30/20 |
| 16 | Vidor | 730 N Main St | Vidor | TX | 77662-4536 | Stage | Yes | 05/15/20 | 08/30/20 |
| 156 | Sweetwater | 608 E Broadway St | Sweetwater | TX | 79556-4626 | Stage | Yes | 05/15/20 | 08/30/20 |
| 6089 | South Jordan | 11590 South District Drive | South Jordan | UT | 84095 | Gordmans | Yes | 05/15/20 | 08/30/20 |
| 6102 | Riverdale | 1101 West Riverdale Road | Riverdale | UT | 84405 | Gordmans | Yes | 05/15/20 | 08/30/20 |
| 6383 | Appomattox | 7785 Richmond Hwy | Appomattox | VA | 24522-4269 | Gordmans | No | 05/15/20 | 08/30/20 |
| 6384 | Bedford | 578 Westgate Shopping Ctr | Bedford | VA | 24523-2643 | Gordmans | No | 05/15/20 | 08/30/20 |
| 6385 | Amherst | 141 Ambriar Plaza | Amherst | VA | 24521 | Gordmans | No | 05/15/20 | 08/30/20 |
| 6386 | Covington | 410 W. Main Street | Covington | VA | 24426-1554 | Gordmans | No | 05/15/20 | 08/30/20 |
| 6387 | Lexington | 770 N Lee Hwy | Lexington | VA | 24450-3724 | Gordmans | No | 05/15/20 | 08/30/20 |
| 6388 | Waynesboro | 901W Broad St, Ste G | Waynesboro | VA | 22980-4358 | Gordmans | No | 05/15/20 | 08/30/20 |
| 6389 | Woodstock | 1009 S Main St | Woodstock | VA | 22664-1063 | Gordmans | No | 05/15/20 | 08/30/20 |
| 6390 | Luray | 14 E Luray Shopping Ct | Luray | VA | 22835-1616 | Gordmans | No | 05/15/20 | 08/30/20 |
| 6391 | Warrenton | 251 W Lee Hwy | Warrenton | VA | 20186-2093 | Gordmans | No | 05/15/20 | 08/30/20 |
| 6392 | Front Royal | 425 South St | Front Royal | VA | 22630-2115 | Gordmans | No | 05/15/20 | 08/30/20 |
| 6393 | Manassas | 9018 Mathis Ave | Manassas | VA | 20110-5218 | Gordmans | No | 05/15/20 | 08/30/20 |
| 6394 | King George | 16425 Merchants Lane | King George | VA | 22485 | Gordmans | No | 05/15/20 | 08/30/20 |
| 6395 | Louisa | 406 E. Main St., Suite H | Louisa | VA | 23093 | Gordmans | No | 05/15/20 | 08/30/20 |
| 6396 | Blackstone | 1551 S Main St | Blackstone | VA | 23824-2627 | Gordmans | No | 05/15/20 | 08/30/20 |
| 6397 | South Hill | 817 E Atlantic St | South Hill | VA | 23970-3423 | Gordmans | No | 05/15/20 | 08/30/20 |
| 6398 | Emporia | 236 Cloverleaf Dr | Emporia | VA | 23847-1229 | Gordmans | No | 05/15/20 | 08/30/20 |
| 6399 | Colonial Heights | 3055 Boulevard | Colonial Heights | VA | 23834-2403 | Gordmans | No | 05/15/20 | 08/30/20 |
| 6400 | Hopewell | 314 Cavalier Sq | Hopewell | VA | 23860-5137 | Gordmans | No | 05/15/20 | 08/30/20 |
| 6401 | Ashland | 205 N Washington Hwy | Ashland | VA | 23005-1623 | Gordmans | No | 05/15/20 | 08/30/20 |
| 6402 | Tappahannock | 1366 Tappahannock Blvd | Tappahannock | VA | 22560-9309 | Gordmans | No | 05/15/20 | 08/30/20 |
| 6403 | Kilmarnock | 463 N Main St | Kilmarnock | VA | 22482-3825 | Gordmans | No | 05/15/20 | 08/30/20 |
| 6404 | Hayes | 2385 York Crossing Dr | Hayes | VA | 23072-3643 | Gordmans | No | 05/15/20 | 08/30/20 |
| 6405 | Hampton | 227 Fox Hill Rd, #19 | Hampton | VA | 23669-1739 | Gordmans | No | 05/15/20 | 08/30/20 |
| 6406 | Smithfield | 1284 Smithfield Shopping Plz | Smithfield | VA | 23430-6054 | Gordmans | No | 05/15/20 | 08/30/20 |
| 6407 | Norfolk | 7525 Tidewater Dr | Norfolk | VA | 23505-3700 | Gordmans | No | 05/15/20 | 08/30/20 |
| 6409 | Onley | 25342 Lankford Hwy/PO Box 369 | Onley | VA | 23418-2813 | Gordmans | No | 05/15/20 | 08/30/20 |
| 5013 | Wytheville | 1155 N 4th St, Ste 501 | Wytheville | VA | 24382-1096 | Stage | Yes | 05/15/20 | 08/30/20 |
| 5133 | Vansant | 1016 Anchorage Circle | Vansant | VA | 24656 | Stage | Yes | 05/15/20 | 08/30/20 |
| 5135 | Wise | 121 Plaza Rd | Wise | VA | 24293-4608 | Stage | Yes | 05/15/20 | 08/30/20 |
| 5244 | Pulaski | 1134 E Main St | Pulaski | VA | 24301-5314 | Stage | Yes | 05/15/20 | 08/30/20 |
| 5028 | Rocky Mount | 400 Old Franklin Tpke, Ste 122 | Rocky Mount | VA | 24151-5857 | Stage | Yes | 05/15/20 | 08/30/20 |
| 5101 | Altavista | 1301 Main St, Ste G | Altavista | VA | 24517-1135 | Stage | Yes | 05/15/20 | 08/30/20 |
| 5445 | South Boston | 2203 Willborn Ave | South Boston | VA | 24592 | Stage | Yes | 05/15/20 | 08/30/20 |
| 6018 | Madison | 131 East Towne Mall | Madison | WI | 53704 | Gordmans | Yes | 05/15/20 | 08/30/20 |
| 6116 | Greenbay | 2351 Holmgren Way | Ashwaubenon | WI | 54304 | Gordmans | Yes | 05/15/20 | 08/30/20 |
| 6065 | Wausau | 3701 Rib Mountain Drive | Wausau | WI | 54401 | Gordmans | Yes | 05/15/20 | 08/30/20 |
| 6109 | Kenosha | 7450 Green Bay Road Suite B | Kenosha | WI | 53142 | Gordmans | Yes | 05/15/20 | 08/30/20 |
| 6266 | PRAIRIE DU CHIEN | 22 Riverside Square | Prairie du Chien | WI | 53821 | Gordmans | No | 05/15/20 | 08/30/20 |
| 6267 | MUKWONAGO | 857 S Rochester St | Mukwonago | WI | 53149-1658 | Gordmans | No | 05/15/20 | 08/30/20 |
| 6366 | Logan | 321 Stratton St | Logan | WV | 25601-3911 | Gordmans | No | 05/15/20 | 08/30/20 |
| 6367 | St. Albans | 1473 Maccorkle Ave | St. Albans | WV | 25177-1826 | Gordmans | No | 05/15/20 | 08/30/20 |
| 6368 | Lewisburg | 413 Greenbrier Valley Mall Dr | Lewisburg | WV | 24901-1579 | Gordmans | No | 05/15/20 | 08/30/20 |
| 6369 | Summersville | 233 Merchants Walk | Summersville | WV | 26651-1901 | Gordmans | No | 05/15/20 | 08/30/20 |
| 6370 | Buckhannon | 100 Skyline Plaza Dr. | Buckhannon | WV | 26201 | Gordmans | No | 05/15/20 | 08/30/20 |
| 6371 | New Martinsville | 160 N State Route 2 | New Martinsville | WV | 26155-1604 | Gordmans | No | 05/15/20 | 08/30/20 |
| 6372 | Moundsville | 1210 Lafayette Ave | Moundsville | WV | 26041-2315 | Gordmans | No | 05/15/20 | 08/30/20 |
| 6373 | Grafton | 1 Harman Plz | Grafton | WV | 26354-1558 | Gordmans | No | 05/15/20 | 08/30/20 |
| 6374 | Elkins | 320 Valley Pointe DR | Elkins | WV | 26241 | Gordmans | No | 05/15/20 | 08/30/20 |
| 5160 | Keyser | 600 Keyser Mall | Keyser | WV | 26726-3100 | Stage | Yes | 05/15/20 | 08/30/20 |
| 6364 | PIKEVILLE | 4095 N Mayo Trl | Pikeville | KY | 41501-3212 | Gordmans | No | 05/28/20 | 08/30/20 |
| 6334 | Mayfield | 365 Charles Dr | Mayfield | KY | 42066-4900 | Gordmans | No | 05/28/20 | 08/30/20 |
| 6336 | Princeton | 300 US Highway 62 W | Princeton | KY | 42445-2405 | Gordmans | No | 05/28/20 | 08/30/20 |
| 6338 | Henderson | 2606 Zion Rd. Unit A3 | Henderson | KY | 42420 | Gordmans | No | 05/28/20 | 08/30/20 |
| 6339 | Hopkinsville | 4000 Fort Campbell Blvd | Hopkinsville | KY | 42240-4930 | Gordmans | No | 05/28/20 | 08/30/20 |
| 6340 | Madisonville | 455 Madison Square Dr | Madisonville | KY | 42431-2791 | Gordmans | No | 05/28/20 | 08/30/20 |
| 6341 | Central City | 1504 W Everly Bros Blvd | Central City | KY | 42330-1828 | Gordmans | No | 05/28/20 | 08/30/20 |
| 6342 | Russellville | 1142 West 9th St | Russellville | KY | 42276-9799 | Gordmans | No | 05/28/20 | 08/30/20 |
| 6343 | Beaver Dam | 1810 N Main St | Beaver Dam | KY | 42320 | Gordmans | No | 05/28/20 | 08/30/20 |
| 6344 | Leitchfield | 1301 Elizabethtown Rd, Suite 2 | Leitchfield | KY | 42754-9186 | Gordmans | No | 05/28/20 | 08/30/20 |
| 6346 | Glasgow | 356 N L Rogers Wells Blvd | Glasgow | KY | 42141-1300 | Gordmans | No | 05/28/20 | 08/30/20 |
| 6348 | Campbellsville | 399 Campbellsville Bypass 102 | Campbellsville | KY | 42718 | Gordmans | No | 05/28/20 | 08/30/20 |
| 6349 | Bardstown | 100 E John Rowan Blvd, Ste A | Bardstown | KY | 40004-2645 | Gordmans | No | 05/28/20 | 08/30/20 |
| 6350 | Shelbyville | 20 Village Plaza | Shelbyville | KY | 40065 | Gordmans | No | 05/28/20 | 08/30/20 |
| 6351 | Danville | 1560 Hustonville Rd, Ste 221 | Danville | KY | 40422-2460 | Gordmans | No | 05/28/20 | 08/30/20 |
| 6352 | Somerset | 2835 S Highway 27, Ste 300 | Somerset | KY | 42501-3042 | Gordmans | No | 05/28/20 | 08/30/20 |
| 6353 | London | 106 London Shopping Ctr | London | KY | 40741 | Gordmans | No | 05/28/20 | 08/30/20 |
| 6355 | Harlan | 400 Village Center Rd | Harlan | KY | 40831-1804 | Gordmans | No | 05/28/20 | 08/30/20 |
| 6356 | Winchester | 8 Winchester Plz | Winchester | KY | 40391-1143 | Gordmans | No | 05/28/20 | 08/30/20 |
| 6357 | Paris | 2030 Martin L King Jr Blvd | Paris | KY | 40361-1265 | Gordmans | No | 05/28/20 | 08/30/20 |
| 6358 | Mt. Sterling | 241 Indian Mound Drive | Mt. Sterling | KY | 40353 | Gordmans | No | 05/28/20 | 08/30/20 |

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| 6359 | Morehead | 444 Kroger Center Dr Suite 556 | Morehead | KY | 40357 | Gordmans | No | 05/28/20 | 08/30/20 |
| 6361 | Louisa | 220 Town Hill Rd | Louisa | KY | 41230 | Gordmans | No | 05/28/20 | 08/30/20 |
| 6362 | Paintsville | 365 N Mayo Trl | Paintsville | KY | 41240-1805 | Gordmans | No | 05/28/20 | 08/30/20 |
| 6363 | Hazard | 240 Black Gold Blvd | Hazard | KY | 41701-2603 | Gordmans | No | 05/28/20 | 08/30/20 |
| 6365 | South Williamson | 375 Southside Mall Rd | South Williamson | KY | 41503-6000 | Gordmans | No | 05/28/20 | 08/30/20 |
| 6078 | LEXINGTON | 3801 Mall Road | Lexington | KY | 40503 | Gordmans | No | 05/28/20 | 08/30/20 |
| 5187 | Monticello | 147 Cumberland Crossing | Monticello | KY | 42633-9000 | Stage | Yes | 05/28/20 | 08/30/20 |
| 5452 | Middlesboro | 301 N. 12th Street | Middlesboro | KY | 40965 | Stage | Yes | 05/28/20 | 08/30/20 |
| 5488 | Morganfield | 1015 US Hwy 60 E | Morganfield | KY | 42437 | Stage | Yes | 05/28/20 | 08/30/20 |
| 6172 | Fallon | 920 W Williams Ave Ste20 | Fallon | NV | 89406 | Gordmans | No | 05/28/20 | 08/30/20 |
| 6173 | Gardnerville | 1329 US Hwy 395 Ste 12-2 | Gardnerville | NV | 89410 | Gordmans | No | 05/28/20 | 08/30/20 |
| 792 | Mesquite | 1165 W Pioneer Blvd | Mesquite | NV | 89027 | Stage | Yes | 05/28/20 | 08/30/20 |
| 843 | Winnemucca | 1500 W. Winnemucca Blvd | Winnemucca | NV | 89445 | Stage | Yes | 05/28/20 | 08/30/20 |
| 6291 | HARRISON | 10515 Harrison Ave, STE A | Harrison | OH | 45030-1943 | Gordmans | No | 05/28/20 | 08/30/20 |
| 6292 | WILMINGTON | 1384 Rombach Ave | Wilmington | OH | 45177-1945 | Gordmans | No | 05/28/20 | 08/30/20 |
| 6294 | GREENVILLE | 1325 Wagner Ave | Greenville | OH | 45331-2703 | Gordmans | No | 05/28/20 | 08/30/20 |
| 6295 | SIDNEY | 2290 Michigan St | Sidney | OH | 45365-9076 | Gordmans | No | 05/28/20 | 08/30/20 |
| 6296 | BELLEFONTAINE | 2053 S Main St | Bellefontaine | OH | 43311-1550 | Gordmans | No | 05/28/20 | 08/30/20 |
| 6297 | CELINA | 1935 Havemann Rd | Celina | OH | 45822-9390 | Gordmans | No | 05/28/20 | 08/30/20 |
| 6298 | VAN WERT | 1140 S Shannon St | Van Wert | OH | 45891-2446 | Gordmans | No | 05/28/20 | 08/30/20 |
| 6300 | FREMONT | 2182 Sean Dr | Fremont | OH | 43420-8566 | Gordmans | No | 05/28/20 | 08/30/20 |
| 6301 | TIFFIN | 680 W Market St | Tiffin | OH | 44883-2516 | Gordmans | No | 05/28/20 | 08/30/20 |
| 6302 | BUCYRUS | 181 Stetzer Rd | Bucyrus | OH | 44820-2077 | Gordmans | No | 05/28/20 | 08/30/20 |
| 6303 | KENTON | 991 E Columbus St | Kenton | OH | 43326-1650 | Gordmans | No | 05/28/20 | 08/30/20 |
| 6304 | LONDON | 222 Lafayette St, Ste A | London | OH | 43140-9059 | Gordmans | No | 05/28/20 | 08/30/20 |
| 6305 | WASHINGTON C.H. | 330 Washington Sq | Washington C H | OH | 43160-1751 | Gordmans | No | 05/28/20 | 08/30/20 |
| 6306 | HILLSBORO | 1100 N. High St. | Hillsboro | OH | 45133 | Gordmans | No | 05/28/20 | 08/30/20 |
| 6307 | NEW BOSTON | 4046 Rhodes Avenue | New Boston | OH | 45662 | Gordmans | No | 05/28/20 | 08/30/20 |
| 6308 | GALLIPOLIS | 31 Ohio River Plz, Ste B | Gallipolis | OH | 45631-1860 | Gordmans | No | 05/28/20 | 08/30/20 |
| 6309 | JACKSON | 532 E Main St | Jackson | OH | 45640-2127 | Gordmans | No | 05/28/20 | 08/30/20 |
| 6310 | ATHENS | 1002 East State St. | Athens | OH | 45701 | Gordmans | No | 05/28/20 | 08/30/20 |
| 6311 | MARIETTA | 450 Pike St, Ste G | Marietta | OH | 45750-3376 | Gordmans | No | 05/28/20 | 08/30/20 |
| 6312 | LOGAN | 140 Hocking Mall | Logan | OH | 43138 | Gordmans | No | 05/28/20 | 08/30/20 |
| 6313 | CIRCLEVILLE | 23543 US Hwy 23 S | Circleville | OH | 43113-9000 | Gordmans | No | 05/28/20 | 08/30/20 |
| 6314 | MT. VERNON | 1548 Coshocton Ave | Mount Vernon | OH | 43050-1475 | Gordmans | No | 05/28/20 | 08/30/20 |
| 6315 | COSHOCOTON | 23599 Airport Rd | Coshocoton | OH | 43812 | Gordmans | No | 05/28/20 | 08/30/20 |
| 6317 | SALEM | 2350 E State St | Salem | OH | 44460-4504 | Gordmans | No | 05/28/20 | 08/30/20 |
| 6318 | CHARDON | 540 Water St | Chardon | OH | 44024-1167 | Gordmans | No | 05/28/20 | 08/30/20 |
| 6319 | MADISON | 6601 N. Ridge Rd. | Madison | OH | 44057 | Gordmans | No | 05/28/20 | 08/30/20 |
| 6320 | ASHTABULA | 2456 W Prospect Rd | Ashtabula | OH | 44004 | Gordmans | No | 05/28/20 | 08/30/20 |
| 6043 | SIOUXFALLS | 4001 S Louise Avenue | Sioux Falls | SD | 57106 | Gordmans | No | 05/28/20 | 08/30/20 |
| 6085 | RAPIDCITY | 1617 Eglin Street | Rapid City | SD | 57701 | Gordmans | No | 05/28/20 | 08/30/20 |
| 6481 | Morrisville | 66 Morrisville Plz | Morrisville | VT | 05661-4482 | Gordmans | No | 05/28/20 | 08/30/20 |
| 5044 | Brattleboro | 768 Putney Rd, Unit #2 | Brattleboro | VT | 05301-9057 | Stage | Yes | 05/28/20 | 08/30/20 |
| 5182 | Springfield | 2 Chester Rd | Springfield | VT | 05156-2957 | Stage | Yes | 05/28/20 | 08/30/20 |
| 6183 | Riverton | 1070 W. Main St., Suite C | Riverton | WY | 82501 | Gordmans | No | 05/28/20 | 08/30/20 |
| 6425 | Seaford | 22970 Sussex Hwy | Seaford | DE | 19973-1756 | Gordmans | No | 06/04/20 | 09/27/20 |
| 6427 | Milford | 654 N Dupont Hwy | Milford | DE | 19963-1002 | Gordmans | No | 06/04/20 | 09/27/20 |
| 5018 | Rehoboth Beach | 18910 Rehoboth Mall Blvd | Rehoboth Beach | DE | 19971-6132 | Stage | Yes | 06/04/20 | 09/27/20 |
| 6019 | South Des Moines | 1200 SE Army Post Rd | Des Moines | IA | 50315 | Gordmans | Yes | 06/04/20 | 09/27/20 |
| 6021 | East Des Moines | 2590 Hubbell Ave | Des Moines | IA | 50317 | Gordmans | Yes | 06/04/20 | 09/27/20 |
| 6036 | Sioux City | 5001 Sergeant Rd, Suite 140 | Sioux City | IA | 51106 | Gordmans | Yes | 06/04/20 | 09/27/20 |
| 6072 | Cedarrapids | 4601 1st Ave SE | Cedar Rapids | IA | 52402 | Gordmans | Yes | 06/04/20 | 09/27/20 |
| 6080 | Coralville | 2515 Corridor Way | Coralville | IA | 52241 | Gordmans | Yes | 06/04/20 | 09/27/20 |
| 6002 | DAVENPORT | 3860 Elmore Ave | Davenport | IA | 52807 | Gordmans | No | 06/04/20 | 09/27/20 |
| 6023 | WATERLOO | 2060 Crossroads Blvd #200 | Waterloo | IA | 50702 | Gordmans | No | 06/04/20 | 09/27/20 |
| 6082 | COUNCIL BLUFFS | 3125 Manawa Centre Dr | Council Bluffs | IA | 51501 | Gordmans | No | 06/04/20 | 09/27/20 |
| 6003 | Moline | 4401 27th St | Moline | IL | 61265 | Gordmans | Yes | 06/04/20 | 09/27/20 |
| 6004 | Champaign | 1901 N Market | Champaign | IL | 61822 | Gordmans | Yes | 06/04/20 | 09/27/20 |
| 6008 | Springfield | 3231 S Veterans Parkway | Springfield | IL | 62704 | Gordmans | Yes | 06/04/20 | 09/27/20 |
| 6027 | Fairview Heights | 81 Ludwig Dr | Fairview Heights | IL | 62208 | Gordmans | Yes | 06/04/20 | 09/27/20 |
| 6071 | Peoria | 7611 North Grand Prairie Dr | Peoria | IL | 61615 | Gordmans | Yes | 06/04/20 | 09/27/20 |
| 6107 | East Peoria | 340 West Washington Street | East Peoria | IL | 61611 | Gordmans | Yes | 06/04/20 | 09/27/20 |
| 6133 | LINCOLN | 1308 Woodlawn Rd. | Lincoln | IL | 62656 | Gordmans | No | 06/04/20 | 09/27/20 |
| 6268 | TAYLORVILLE | 113 E Bidwell St | Taylorville | IL | 62568 | Gordmans | No | 06/04/20 | 09/27/20 |
| 6269 | CENTRALIA | 1105 W Broadway | Centralia | IL | 62801-5353 | Gordmans | No | 06/04/20 | 09/27/20 |
| 6270 | MOUNT VERNON | 120 Times Square Mall | Mount Vernon | IL | 62864-7018 | Gordmans | No | 06/04/20 | 09/27/20 |
| 6477 | North Adams | 78 Main St | North Adams | MA | 01247 | Gordmans | No | 06/04/20 | 09/27/20 |
| 6418 | Prince Frederick | 765 Solomons Island Rd N | Prince Frederick | MD | 20678-3916 | Gordmans | No | 06/04/20 | 09/27/20 |
| 6421 | Chestertown | 711 Washington Ave, #18 | Chestertown | MD | 21620-1057 | Gordmans | No | 06/04/20 | 09/27/20 |
| 6422 | Easton | 210 Marlboro Ave | Easton | MD | 21601-2765 | Gordmans | No | 06/04/20 | 09/27/20 |
| 6423 | Pocomoke City | 110 Newtown Blvd | Pocomoke City | MD | 21851-2703 | Gordmans | No | 06/04/20 | 09/27/20 |
| 6424 | Ocean City | 11561 Coastal Hwy | Ocean City | MD | 21842 | Gordmans | No | 06/04/20 | 09/27/20 |
| 5047 | Elkton | 133 Big Elk Mall | Elkton | MD | 21921-5912 | Stage | Yes | 06/04/20 | 09/27/20 |
| 6119 | Wyoming | 4910 Wilson Ave SW | Wyoming | MI | 49418 | Gordmans | Yes | 06/04/20 | 09/27/20 |
| 6121 | Saginaw | 5204 Bay Rd | Saginaw | MI | 48604 | Gordmans | Yes | 06/04/20 | 09/27/20 |
| 6321 | FREMONT | 1421 West Main St. | Fremont | MI | 49412 | Gordmans | No | 06/04/20 | 09/27/20 |
| 6322 | LUDINGTON | 5532 W US Highway 10, Ste 200 | Ludington | MI | 49431-2456 | Gordmans | No | 06/04/20 | 09/27/20 |
| 6323 | MANISTEE | 1369 Manistee Hwy | Manistee | MI | 49660-2220 | Gordmans | No | 06/04/20 | 09/27/20 |
| 6324 | PETOSKEY | 910 Spring St, Unit 3B | Petoskey | MI | 49770-2881 | Gordmans | No | 06/04/20 | 09/27/20 |
| 6327 | HOUGHTON LAKE | 3451 W Houghton Lake Dr Ste C | Houghton Lake | MI | 48629-9007 | Gordmans | No | 06/04/20 | 09/27/20 |
| 6328 | BAD AXE | 880 N. Van Dyke Rd | Bad Axe | MI | 48413 | Gordmans | No | 06/04/20 | 09/27/20 |
| 6329 | CARO | 1560 West Caro Rd | Caro | MI | 48723 | Gordmans | No | 06/04/20 | 09/27/20 |
| 6330 | ST JOHNS | 1939 S Scott Rd | Saint Johns | MI | 48879-9039 | Gordmans | No | 06/04/20 | 09/27/20 |
| 6331 | CHARLOTTE | 1658 Lansing Rd | Charlotte | MI | 48813-8442 | Gordmans | No | 06/04/20 | 09/27/20 |

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| 6332 | HREE RIVERS | 1312 Broadway Rd | Three Rivers | MI | 49093-8875 | Gordmans | No | 06/04/20 | 09/27/20 |
| 6333 | HILLSDALE | 280 W Carleton Rd | Hillsdale | MI | 49242-5034 | Gordmans | No | 06/04/20 | 09/27/20 |
| 6325 | Cheboygan | 1121 E State St, Unit 15 | Cheboygan | MI | 49721-2124 | Gordmans | No | 06/04/20 | 09/27/20 |
| 6428 | Rio Grande | 1500 Route 47 S, Suite D | Rio Grande | NJ | 08242-1400 | Gordmans | No | 06/04/20 | 09/27/20 |
| 6429 | Seaville | 2087 Route 9 S, Ste 12 | Seaville | NJ | 08230-1150 | Gordmans | No | 06/04/20 | 09/27/20 |
| 6430 | Bridgeton | 9 Cornwell Dr | Bridgeton | NJ | 08302-3632 | Gordmans | No | 06/04/20 | 09/27/20 |
| 6432 | Browns Mills | 18 Broadway | Browns Mills | NJ | 08015-3248 | Gordmans | No | 06/04/20 | 09/27/20 |
| 5093 | Pennsville | 251 N Broadway | Pennsville | NJ | 08070-1200 | Stage | No | 06/04/20 | 09/27/20 |
| 6460 | Hornell | 33 Broadway Mall | Hornell | NY | 14843-1919 | Gordmans | No | 06/04/20 | 09/27/20 |
| 6461 | Geneseo | 4349 Genesee Valley Plz | Geneseo | NY | 14454-9436 | Gordmans | No | 06/04/20 | 09/27/20 |
| 6462 | Albion | 332 West Ave | Albion | NY | 14411-1523 | Gordmans | No | 06/04/20 | 09/27/20 |
| 6463 | Newark | 800 W Miller St | Newark | NY | 14513-1354 | Gordmans | No | 06/04/20 | 09/27/20 |
| 6464 | Geneva | 333 Hamilton St | Geneva | NY | 14456-2951 | Gordmans | No | 06/04/20 | 09/27/20 |
| 6465 | Penn Yan | 254 Lake Street Plaza | Penn Yan | NY | 14527 | Gordmans | No | 06/04/20 | 09/27/20 |
| 6466 | Sidney | 11 Steiner Rd | Sidney | NY | 13838 | Gordmans | No | 06/04/20 | 09/27/20 |
| 6469 | Oneida | 1032 Oneida Plaza Dr | Oneida | NY | 13421 | Gordmans | No | 06/04/20 | 09/27/20 |
| 6470 | Gouverneur | 471 E. Main St. | Gouverneur | NY | 13642 | Gordmans | No | 06/04/20 | 09/27/20 |
| 6471 | Ogdensburg | 701 Canton St | Ogdensburg | NY | 13669-3821 | Gordmans | No | 06/04/20 | 09/27/20 |
| 6472 | Malone | 228 W Main St, Suite 14 | Malone | NY | 12953 | Gordmans | No | 06/04/20 | 09/27/20 |
| 6473 | Johnstown | 224 N Comrie Ave | Johnstown | NY | 12095-1506 | Gordmans | No | 06/04/20 | 09/27/20 |
| 6474 | Hudson | 160 Fairview Ave, Ste 148 | Hudson | NY | 12534-1267 | Gordmans | No | 06/04/20 | 09/27/20 |
| 6174 | Klamath Falls | 1851 Avalon St | Klamath Falls | OR | 97603 | Gordmans | No | 06/04/20 | 09/27/20 |
| 719 | Hood River | 1801 12th Street | Hood River | OR | 97031 | Stage | Yes | 06/04/20 | 09/27/20 |
| 813 | LaGrande | 2212 Island Ave Ste230 | LaGrande | OR | 97850 | Stage | Yes | 06/04/20 | 09/27/20 |
| 835 | Hermiston | 930 S Hwy 395 STE B | Hermiston | OR | 97838 | Stage | Yes | 06/04/20 | 09/27/20 |
| 6410 | CORRY | 370 W Columbus Ave | Corry | PA | 16407-1002 | Gordmans | No | 06/04/20 | 09/27/20 |
| 6412 | GREENVILLE | 25 Williamson Rd, Suite 105 | Greenville | PA | 16125 | Gordmans | No | 06/04/20 | 09/27/20 |
| 6420 | CLARION | 22677 Route 68 | Clarion | PA | 16214-4075 | Gordmans | No | 06/04/20 | 09/27/20 |
| 6433 | Kennett Square | 350 Scarlet Rd | Kennett Square | PA | 19348-2271 | Gordmans | No | 06/04/20 | 09/27/20 |
| 6434 | Brodheads ville | 1421 Route 209 Ste 122 | Brodheads ville | PA | 18322 | Gordmans | No | 06/04/20 | 09/27/20 |
| 6435 | Matamoras | 111 Hulst Dr. Ste. 715 | Matamoras | PA | 18336 | Gordmans | No | 06/04/20 | 09/27/20 |
| 6436 | Honesdale | 650 Old Willow Ave Ste F | Honesdale | PA | 18431 | Gordmans | No | 06/04/20 | 09/27/20 |
| 6437 | Covgtn Township | 921 Drinker Turnpike, Suite 18 | Covgtn Township | PA | 18444 | Gordmans | No | 06/04/20 | 09/27/20 |
| 6438 | Carbondale | 89 Brooklyn St | Carbondale | PA | 18407-2284 | Gordmans | No | 06/04/20 | 09/27/20 |
| 6439 | Tunkhannock | 420 Tioga West Plz Ste 120 | Tunkhannock | PA | 18657 | Gordmans | No | 06/04/20 | 09/27/20 |
| 6440 | Towanda | 272 Ennis Lane | Towanda | PA | 18848 | Gordmans | No | 06/04/20 | 09/27/20 |
| 6441 | Sayre | 1677 N Elmira St | Sayre | PA | 18840-9252 | Gordmans | No | 06/04/20 | 09/27/20 |
| 6442 | Mansfield | 1436 South Main St | Mansfield | PA | 16933-8702 | Gordmans | No | 06/04/20 | 09/27/20 |
| 6445 | Waynesboro | 1525 E Main St | Waynesboro | PA | 17268-1890 | Gordmans | No | 06/04/20 | 09/27/20 |
| 6446 | Huntingdon | 7505 Huntingdon Plaza | Huntingdon | PA | 16652-1273 | Gordmans | No | 06/04/20 | 09/27/20 |
| 6448 | Clearfield | 1800 Daisy St, Ste 100 | Clearfield | PA | 16830 | Gordmans | No | 06/04/20 | 09/27/20 |
| 6449 | St. Marys | 1377 Bucktail Rd | St. Marys | PA | 15857-3266 | Gordmans | No | 06/04/20 | 09/27/20 |
| 6450 | Bradford | 1001 Bradford Mall | Bradford | PA | 16701-3101 | Gordmans | No | 06/04/20 | 09/27/20 |
| 6452 | Somerset | 1610 N Center Ave | Somerset | PA | 15501-7032 | Gordmans | No | 06/04/20 | 09/27/20 |
| 6453 | Mt Pleasant | 306 Countryside Plz | Mt Pleasant | PA | 15666-1867 | Gordmans | No | 06/04/20 | 09/27/20 |
| 6454 | Belle Vernon | 460 Tri-County Ln | Belle Vernon | PA | 15012-1992 | Gordmans | No | 06/04/20 | 09/27/20 |
| 6455 | Leechburg | 451 Hyde Park Rd | Leechburg | PA | 15656-9417 | Gordmans | No | 06/04/20 | 09/27/20 |
| 6456 | Ellwood City | 265 State Route 288 | Ellwood City | PA | 16117 | Gordmans | No | 06/04/20 | 09/27/20 |
| 6457 | New Castle | 3332 Wilmington Rd, Ste B | New Castle | PA | 16105-1039 | Gordmans | No | 06/04/20 | 09/27/20 |
| 6458 | Meadville | 18910 Park Avenue Plz | Meadville | PA | 16335-4016 | Gordmans | No | 06/04/20 | 09/27/20 |
| 6459 | Erie | 3424 Liberty St | Erie | PA | 16508-2533 | Gordmans | No | 06/04/20 | 09/27/20 |
| 5161 | Punxsutawney | 545 W Mahoning St | Punxsutawney | PA | 15767-1909 | Stage | Yes | 06/04/20 | 09/27/20 |
| 5162 | Philipsburg | 1061 N Front St, Ste 2 | Philipsburg | PA | 16866-8257 | Stage | Yes | 06/04/20 | 09/27/20 |

Stage Wave 4
Budget of Consultant Controlled Expenses
Exhibit B

Stores : 726
Sale Term : 5/15/20 - 9/27/20
Store Weeks 11,182.0

| | \$ | Per Store Wk |
|-------------------------------|-------------------|--------------|
| Advertising subtotal | 8,582,266 | 768 |
| Supervision subtotal | 4,569,667 | 409 |
| Miscellaneous subtotal | 350,000 | 31 |
| Total Expenses | 13,501,933 | 1207 |

Note: This expense budget is based upon the above start and end dates. Any changes in these dates may result in adjustments to the expense budget, which will be agreed upon by Merchant and Consultant.

Exhibit C

Bankruptcy Provisions

(A) In the event Merchant becomes subject to any chapter 11 proceeding (a “Bankruptcy Case”) before any United States Bankruptcy Court (the “Bankruptcy Court”), this Agreement, including retention of Consultant and conduct of the services set forth herein, shall be subject to the approval of the Bankruptcy Court. Merchant shall promptly seek to have this SOW and the Agreement, and the transactions contemplated thereby approved by the Bankruptcy Court pursuant to sections 363 and 365 of the United States Bankruptcy Code (and not pursuant to sections 327, 328, 330, or 331 thereof) and an order with terms acceptable to both Merchant and Consultant that provides, among other things, as follows: (i) the payment of all fees and reimbursement of expenses hereunder to Consultant is approved without further order of the court and shall be free and clear of all liens, claims and encumbrances; (ii) all such payments of fees and reimbursement of expenses shall be made on a weekly basis without further order of the Bankruptcy Court and otherwise in accordance with this SOW and the Agreement; (iii) approval of the transaction contemplated hereby; (iv) authorizing the Sale without the necessity of complying with state and local rules, laws, ordinances and regulations, including, without limitation, permitting and licensing requirements, that could otherwise govern the Sale; (v) authorizing the Sale notwithstanding restrictions in leases, reciprocal easement agreements or other contracts that purport to restrict the Sale or the necessity of obtaining any third party consents; and (vi) take all further actions as are necessary or appropriate to carry out the terms and conditions of this SOW and the Agreement; (the “Approval Order”). In such event, any legal action, suit or proceeding arising in connection with this SOW or Agreement shall be submitted to the exclusive jurisdiction of the Bankruptcy Court having jurisdiction over Merchant, and each Party hereby waives any defenses or objections based on lack of jurisdiction, improper venue, and/or forum non conveniens. From and after entry of the Approval Order, Consultant shall conduct the Sale in accordance with the terms of the Approval Order in all material respects. Further in the event of a Bankruptcy Case, , Consultant shall have the right to form a contractual joint venture with Hilco Merchant Resources, LLC to fulfill its obligations under this Agreement; provided that Consultant shall remain responsible and liable for all services to be provided hereunder and that such arrangement shall not modify the Merchant’s liabilities or responsibilities in any manner. In the event the Approval Order is not entered by the Bankruptcy Court or does not include the terms and conditions contained herein, (i) Merchant shall reimburse Consultant for any expenses incurred in connection with the Sale through and including the day immediately after denial of such motion by the Bankruptcy Court; and (ii) Consultant may, in its sole discretion, elect to terminate this Agreement. The Bankruptcy Court shall have exclusive jurisdiction to resolve any issues arising under this Agreement.

(B) In the event of a Bankruptcy Case, in addition to, and not as part of, reimbursement of any expenses identified above, Merchant shall also reimburse Consultant for its reasonable and documented legal fees and expenses incurred in connection with this SOW and the Agreement, including without limitation with respect to obtaining entry of the Approval Order and/or negotiating any “side letters” with landlords of the Stores.

(C) In the event of a Bankruptcy Case, and notwithstanding anything to the contrary in the Agreement, Consultant has the right to abandon any unsold Non-Retained FF&E and any other FF&E at the conclusion of the Sale Term to the extent allowed by order of the Bankruptcy Court.

(D) The Approval Order shall contain mutually agreeable and customary provisions related to the sale of Additional Consultant Goods.

GB

Final Audit Report

2020-05-08

| | |
|-----------------|--|
| Created: | 2020-05-08 |
| By: | Jennifer Moss (jmoss@stage.com) |
| Status: | Signed |
| Transaction ID: | CBJCHBCAABAAYXYNvOvangutf1kD2-mr2nLvfa0kMsy- |

"GB" History






-  Document created by Jennifer Moss (jmoss@stage.com)
2020-05-08 - 6:00:42 PM GMT- IP address: 73.136.73.22
-  Document emailed to Jason Curtis (jcurtis@stage.com) for signature
2020-05-08 - 6:01:53 PM GMT
-  Email viewed by Jason Curtis (jcurtis@stage.com)
2020-05-08 - 6:02:59 PM GMT- IP address: 73.32.191.143
-  Document e-signed by Jason Curtis (jcurtis@stage.com)
Signature Date: 2020-05-08 - 6:03:09 PM GMT - Time Source: server- IP address: 73.32.191.143
-  Signed document emailed to Jason Curtis (jcurtis@stage.com) and Jennifer Moss (jmoss@stage.com)
2020-05-08 - 6:03:09 PM GMT

Exhibit 2

Store Closing Procedures

Store Closing Procedures¹

- (i) The Store Closings will be conducted during normal business hours or such hours as otherwise permitted by the applicable unexpired lease.
- (ii) The Store Closings will be conducted in accordance with applicable state and local “Blue Laws,” and thus, where such a law is applicable, no Store Closings will be conducted on Sunday unless the Debtors have been operating such stores on Sundays.
- (iii) On “shopping center” property, neither the Debtors nor the Consultant shall distribute handbills, leaflets, or other written materials to customers outside of any stores’ premises, unless permitted by the applicable lease or if distribution is customary in the “shopping center” in which such store is located; *provided* that the Debtors and the Consultant may solicit customers in the stores themselves. On “shopping center” property, neither the Debtors nor the Consultant shall use any flashing lights or amplified sound to advertise the Store Closings or solicit customers, except as permitted under the applicable lease or agreed in writing by the landlord.
- (iv) The Debtors and the Consultant shall have the right to use and sell the FF&E. The Debtors and the Consultant may advertise the sale of the FF&E in a manner consistent with these Store Closing Procedures. The purchasers of any FF&E sold during the Store Closings shall be permitted to remove the FF&E either through the back or alternative shipping areas at any time, or through other areas after Store business hours; *provided*, however, that the foregoing shall not apply to *de minimis* FF&E sales made whereby the item can be carried out of the Store in a shopping bag.
- (v) The Debtors and the Consultant may, but are not required to, advertise all of the Store Closings as “store closing,” “sale on everything,” “everything must go,” or similarly themed sales. The Debtors and the Consultant may also have a “countdown to closing” sign prominently displayed in a manner consistent with these Store Closing Procedures.
- (vi) The Debtors and the Consultant shall be permitted to utilize sign walkers, display, hanging signs, and interior banners in connection with the Store Closings; *provided* that such sign walkers, display, hanging signs, and interior banners shall be professionally produced and hung in a professional manner. Neither the Debtors nor the Consultant shall use neon or day-glo on its sign walkers, display, hanging signs, or interior banners if prohibited by the applicable lease or applicable law. Furthermore, with respect to enclosed mall locations, no exterior signs or signs in common areas of a mall shall be used unless otherwise expressly permitted in these Store Closing Procedures. In addition, the Debtors and the Consultant shall be permitted to utilize exterior banners at (a) non-enclosed mall stores and (b) enclosed mall stores to the extent the entrance to the applicable Store does not require entry into the enclosed mall common area; *provided*, however, that such banners shall be located or hung so as to make clear that the Store Closing is being conducted

¹ Capitalized terms used but not defined in these Store Closing Procedures have the meanings given to them in the Interim Order to which these Store Closing Procedures are attached as Exhibit 2, or the Motion to which the Interim Order is attached, as applicable.

only at the affected Store, and shall not be wider than the storefront of the Store. In addition, the Debtors shall be permitted to utilize sign walkers in a safe and professional manner. Nothing contained in these Store Closing Procedures shall be construed to create or impose upon the Debtors or the Consultant any additional restrictions not contained in the applicable lease agreement.

- (vii) Neither the Debtors nor the Consultant shall make any alterations to the storefront, roof, or exterior walls of any stores or shopping centers, or to interior or exterior store lighting, except as authorized by the applicable lease. The hanging of in-Store signage shall not constitute an alteration to a Store.
- (viii) Affected landlords will have the ability to negotiate with the Debtors, or at the Debtors' direction, the Consultant, any particular modifications to the Store Closing Procedures. The Debtors and the landlord of any Store are authorized to enter into Side Letters without further order of the Court, *provided* that such agreements do not have a material adverse effect on the Debtors or their estates.
- (ix) Conspicuous signs will be posted in each of the affected stores to the effect that all sales are "final."
- (x) The Debtors will keep store premises and surrounding areas clear and orderly, consistent with past practices.
- (xi) An unexpired nonresidential real property lease will not be deemed rejected by reason of a Store Closing or the adoption of these Store Closing Procedures.
- (xii) The rights of landlords against the Debtors for any damages to a Store shall be reserved in accordance with the provisions of the applicable lease.
- (xiii) If and to the extent that the landlord of any Store contends that the Debtors or the Consultant is in breach of or default under these Store Closing Procedures, such landlord shall provide at least five days' written notice, served by email or overnight delivery, on:

If to the Debtors:

Stage Stores, Inc.
Attention: Office of the General Counsel
E-mail address: legalnotice@stage.com

with copies (which shall not constitute notice) to:

Kirkland & Ellis LLP
300 North LaSalle
Chicago, Illinois 60654
Attention: Joshua M. Altman and Kevin S. McClelland
E-mail address: josh.altman@kirkland.com and kevin.mcclelland@kirkland.com

If to the Consultant:

Gordon Brothers Retail Partners, LLC
800 Boylston Street
27th Floor
Boston, MA 01299

with copies (which shall not constitute notice) to:

Katten Muchin Rosenman LLP
575 Madison Avenue
New York, NY 10022
Attention: Cindi M. Giglio
Email address: cgiglio@katten.com

If the parties are unable to resolve the dispute, either the landlord or the Debtors shall have the right to schedule a hearing before the Court on no less than five days' written notice to the other party, served by email or overnight delivery.

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION**

| | | |
|--|---|---|
| In re: |) | |
| |) | Chapter 11 |
| STAGE STORES, INC., <i>et al.</i> , ¹ |) | Case No. 20-32564 (DRJ) |
| |) | |
| Debtors. |) | (Joint Administration Requested) <u>(Jointly Administered)</u> |
| |) | |
| |) | Re: Docket No. <u>—27</u> |

INTERIM ORDER (I) AUTHORIZING THE DEBTORS TO CLOSE STORES AND WIND-DOWN OPERATIONS, (II) AUTHORIZING THE DEBTORS TO ASSUME AND PERFORM UNDER THE CONSULTING AGREEMENT RELATED TO THE STORE CLOSINGS, (III) APPROVING PROCEDURES FOR STORE CLOSING SALES, (IV) APPROVING MODIFICATIONS TO CERTAIN CUSTOMER PROGRAMS, AND (V) GRANTING RELATED RELIEF

Upon the motion (the “Motion”)² of the above-captioned debtors and debtors in possession (collectively, the “Debtors”) for entry of an interim order (this “Interim Order”), (a) authorizing the Debtors to wind-down operations; (b) authorizing the Debtors to assume and perform under the Master Consulting Agreement and the SOW 4 (together, the “Consulting Agreement”), copies of which are attached hereto as **Exhibit 1-A** and **Exhibit 1-B**; (c) authorizing the Debtors to conduct closings or similarly themed sales (the “Store Closing Sales”) at the locations subject to the Consulting Agreement (the “Closing Locations”) in accordance with the terms of the Store Closing Procedures attached hereto as **Exhibit 2**, with any such related sales to be free and clear of all liens, claims and encumbrances (collectively, the “Encumbrances”); (d) approving the

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number, are: Stage Stores, Inc. (6900) and Specialty Retailers, Inc. (1900). The Debtors’ service address is: 2425 West Loop South, Houston, Texas 77027.

² Capitalized terms used but not defined herein have the meanings ascribed to them in the Motion.

continuation of the non-insider Wind-Down Incentive Program; (e) approving modifications to certain customer programs, including the return policy and acceptance of gift cards, resulting from the Wind-Down; (f) authorizing the sale or disposition of the Store Closing Assets free and clear of Encumbrances; (g) authorizing the abandonment of certain burdensome Merchandise, FF&E, and personal property; and (h) granting related relief, all as more fully set forth in the Motion; and upon the First Day Declaration; and this Court having jurisdiction over this matter pursuant to 28 U.S.C. § 1334; 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 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 under the circumstances and no other notice need be provided; and this Court having reviewed the Motion and having heard the statements in support of the relief requested therein at a hearing before this Court (the "Hearing"); and this Court having determined that the legal and factual bases set forth in the Motion and at the 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,

THE COURT HEREBY FINDS AND DETERMINES THAT:

1. The findings and conclusions set forth herein constitute the 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 that 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.

2. The Debtors have sound business reasons for seeking to commence the Wind-Down, assume and perform under the Consulting Agreement, and adopt the Store Closing Procedures, on an interim basis subject to the Final Hearing, as set forth in the Motion and at the Hearing, and entering into the Consulting Agreement is a reasonable exercise of the Debtors' business judgment and in the best interests of the Debtors and their estates.

3. The conduct of the Store Closings in accordance with the Store Closing Procedures will provide an efficient means for the Debtors to dispose of the Store Closing Assets.

4. The Consulting Agreement were negotiated, proposed, and entered into by the Consultant and the Debtors without collusion, in good faith, and from arm's-length bargaining positions.

5. The Debtors' assumption of the Consulting Agreement is a sound exercise of the Debtors' business judgment.

6. The Store Closings are in the best interest of the Debtors' estates.

7. The Debtors have represented that they are neither selling nor leasing personally identifiable information pursuant to the Motion, although the Consultant will be authorized to distribute emails and promotional materials to the Debtors' customers consistent with the Debtors' existing policies on the use of consumer information.

8. The relief set forth herein is necessary to avoid immediate and irreparable harm to the Debtors and their estates and the Debtors have demonstrated good, sufficient, and sound business purposes and justifications for the relief approved herein.

9. The entry of this Interim Order is in the best interest of the Debtors and their estates, creditors, and interest holders and all other parties in interest herein.

IT IS HEREBY ORDERED THAT:

10. The final hearing (the “Final Hearing”) on the Motion shall be held on ~~_____~~, June 10, 2020, at ~~_____~~:~~_____~~:~~_____~~ 2:30 p.m., prevailing Central Time. Any objections or responses to entry of a final order on the Motion shall be filed on or before 4:00 p.m., prevailing Central Time, on ~~_____~~, June 3, 2020.

11. The Debtors’ implementation and effectuation of the Wind-Down is approved as set forth herein, pursuant to section 105(a) and 363(b) of the Bankruptcy Code.

12. The Debtors are authorized, pursuant to sections 105(a), 363(b), and 365 of the Bankruptcy Code and without further notice or relief from the Court except as provided herein, to take any and all actions consistent with this Order that are necessary or appropriate in the exercise of their reasonable business judgment to implement the Wind-Down.

13. The Debtors are authorized and empowered to take any and all further actions as may be reasonably necessary or appropriate to give effect to this Interim Order.

14. Notwithstanding the relief granted in this Interim Order, any payment made by the Debtors pursuant to the authority granted herein, or authorizations contained hereunder, shall be subject to and in compliance with any orders entered by the Court approving the Debtors’ entry into any postpetition debtor in possession financing facility and any budget in connection therewith and/or authorizing the Debtors’ use of cash collateral and any budget in connection therewith. To the extent there is any inconsistency between such orders and any action taken or proposed to be taken hereunder, the terms of such orders and budgets shall control, other than as explicitly set forth in paragraph 18 of this Interim Order.

15. To the extent of any conflict between this Interim Order, the Store Closing Procedures, and the Consulting Agreement, the terms of this Interim Order shall control over all other documents and the Store Closing Procedures shall control over the Consulting Agreement.

16. Notice of the Motion as provided therein shall be deemed good and sufficient notice of such Motion and the requirements of Bankruptcy Rule 6004(a) and the Local Rules are satisfied by such notice.

17. Notwithstanding Bankruptcy Rule 6004(h), the terms and conditions of this Interim Order are immediately effective upon its entry.

I. Authority to Assume and Perform under the Consulting Agreement.

18. The Debtors are authorized to assume and perform under the Consulting Agreement pursuant to sections 363 and 365 of the Bankruptcy Code, on an interim basis including: (a) making payments required by the Consulting Agreement to the Consultant without the need for any application of the Consultant or a further order of the Court and (b) allowing the sale of Additional Consultant Goods, and (c) participating in an augmentation program, all as permitted under the Consulting Agreement. Consultant's fees and expenses shall be paid from the gross proceeds of the Store Closing Sales, without adherence to any weekly, monthly or aggregate limitation in a DIP financing or cash collateral budget entered in connection with these chapter 11 cases, but shall be subject to the terms of the Consulting Agreement itself, including as to any expense budget attached thereto.

19. Consultant is hereby granted a first-priority security interest and lien upon (i) the Additional Consultant Goods and (ii) Consultant's portion of the Additional Consultant Goods proceeds, which security interest shall be deemed perfected on an interim basis pursuant to this Interim Order without the requirement of filing UCC financing statements or providing notifications to any prior secured parties (provided that Consultant is hereby authorized to deliver

any notices and file any financing statements and amendments thereof under the applicable UCC identifying Consultant's interest in the Additional Consultant Goods (and any proceeds thereof) as consigned goods thereunder and the Debtors as the consignee therefor, and Consultant's security interest in such Additional Consultant Goods and Consultant's portion of the Additional Consultant Goods proceeds). As part of each weekly reconciliation, the Debtors shall turnover all proceeds from the sale of Additional Consultant Goods to the Consultant, net of any fee payable to the Debtors pursuant to the Consulting Agreement.

20. To the extent that Stage Stores private label credit cards are going to be allowed to purchase Additional Consultant Goods and/or FF&E, those Additional Consultant Goods and FF&E will be treated the same as Debtors' goods under the Private Label Credit Card Program Agreement as if they were Stage Stores' Merchandise.

~~19.~~21. Subject to the restrictions set forth in this Interim Order and the Store Closing Procedures, the Debtors and the Consultant hereby are authorized to take any and all actions as may be necessary or desirable to implement the Consulting Agreement and the Store Closings; and each of the transactions contemplated by the Consulting Agreement, and any actions taken by the Debtors and the Consultant necessary or desirable to implement the Consulting Agreement and/or the Store Closings prior to the date of this Interim Order, hereby are approved and ratified.

II. Authority to Engage in Store Closings.

~~20.~~22. The Debtors are authorized, but not directed, on an interim basis pending the Final Hearing, pursuant to sections 105(a) and 363(b)(1) of the Bankruptcy Code, to immediately conduct the Store Closing Sales at the Closing Locations in accordance with this Interim Order, the Store Closing Procedures and the Consulting Agreement.

~~21.~~23. The Store Closing Procedures are approved in their entirety on an interim basis.

~~22.24.~~ The Debtors are authorized to discontinue operations at the Closing Locations in accordance with this Interim Order and the Store Closing Procedures.

~~23.25.~~ All entities that are presently in possession of some or all of the Merchandise or FF&E in which the Debtors hold an interest that are or may be subject to the Consulting Agreement or this Interim Order hereby are directed to surrender possession of such Merchandise or FF&E to the Debtors or the Consultant. Debtors shall immediately serve a copy of this Interim Order on any party alleged to be in possession of said Merchandise or FF&E.

~~24.26.~~ Subject to Section IV of this Interim Order, neither the Debtors nor the Consultant nor any of their officers, employees, or agents shall be required to obtain the approval of any third party, including (without limitation) any Governmental Unit (as defined in Bankruptcy Code section 101(27)) or landlord, to conduct the Store Closing Sales and to take the related actions authorized herein.

III. Conduct of the Store Closing Sales.

~~25.27.~~ All newspapers and other advertising media in which the Store Closings may be advertised and all landlords are directed to accept this Interim Order as binding authority so as to authorize the Debtors and the Consultant to conduct the Store Closing Sales and the sale of Merchandise and FF&E pursuant to the Consulting Agreement, including, without limitation, to conduct and advertise the sale of the Merchandise and FF&E in the manner contemplated by and in accordance with this Interim Order, the Store Closing Procedures, and the Consulting Agreement. Nothing herein shall be construed to require newspapers or other advertising media to change or modify their normal process for accepting advertising relevant to any Sale.

~~26.28.~~ The Debtors and the Consultant are hereby authorized to take such actions as may be necessary and appropriate to implement the Consulting Agreement and to conduct the Store Closings without necessity of further order of this Court as provided in the Consulting

Agreement or the Store Closing Procedures, including, but not limited to, advertising the sale as a “store closing sale”, “sale on everything”, “everything must go”, or similar-themed sales through the posting of signs (including the use of exterior banners at non-enclosed mall closing locations, and at enclosed mall closing locations to the extent the applicable closing location entrance does not require entry into the enclosed mall common area), use of sign-walkers and street signage; *provided*, however, that only Debtor-approved terminology will be used at each Store in connection with the Store Closings.

~~27.~~29. Notwithstanding anything herein to the contrary, and in view of the importance of the use of sign-walkers, banners, and other advertising to the sale of the Merchandise and FF&E, to the extent that, prior to the Final Hearing, disputes arise during the course of such sale regarding laws regulating the use of sign-walkers, banners, or other advertising and the Debtors and the Consultant are unable to resolve the matter consensually, any party may request an immediate telephonic hearing with this Court pursuant to these provisions. Such hearing will, to the extent practicable, be scheduled initially no later than the earlier of (a) the Final Hearing or (b) within two business days of such request. This scheduling shall not be deemed to preclude additional hearings for the presentation of evidence or arguments as necessary.

~~28.~~30. Nothing in the Consulting Agreement, the Store Closing Procedures or this Interim Order releases, nullifies, or enjoins the enforcement of any liability to a Governmental Unit under environmental laws or regulations (or any associated liabilities for penalties, damages, cost recovery, or injunctive relief) to which any entity would be subject as the owner, lessor, lessee, or operator of the property after the date of entry of this Interim Order. Nothing contained in this Interim Order, the Consulting Agreement, or the Store Closure Procedures shall in any way: (a) diminish the obligation of any entity to comply with environmental laws; or (b) diminish the

obligations of the Debtors to comply with environmental laws consistent with their rights and obligations as debtors in possession under the Bankruptcy Code, and the Debtors reserve all rights related thereto.

~~29.~~31. Except as expressly provided in the Consulting Agreement, the sale of the Merchandise and FF&E shall be conducted by the Debtors and the Consultant notwithstanding any restrictive provision of any lease, sublease, or other agreement relative to occupancy affecting or purporting to restrict the conduct of the Store Closing Sales, the rejection of leases, abandonment of assets, or “going dark” provisions. The Debtors and landlords of the closing locations are authorized to enter into agreements (“Side Letters”) between themselves modifying the Store Closing Procedures without further order of the Court, and such Side Letters shall be binding as among the Debtors and any such landlords. In the event of any conflict between the Store Closing Procedures and any Side Letter, the terms of such Side Letter shall control.

~~30.~~32. Except as expressly provided for herein or in the Store Closing Procedures, no person or entity, including, but not limited to, any landlord, licensor, service providers, utilities, or creditor, shall take any action to directly or indirectly prevent, interfere with, or otherwise hinder consummation of the Store Closing Sales, or the advertising and promotion (including the posting of signs and exterior banners or the use of sign-walkers) of such sales, and all such parties and persons of every nature and description, including, but not limited to, any landlord, licensor, service providers, utilities, or creditor and all those acting for or on behalf of such parties, are prohibited and enjoined from (a) interfering in any way with, obstructing, or otherwise impeding, the conduct of the Store Closings and/or (b) instituting any action or proceeding in any court (other than in the Court) or administrative body seeking an order or judgment against, among others, the Debtors, the Consultant, or the landlords at the closing locations that might in any way directly or

indirectly obstruct or otherwise interfere with or adversely affect the conduct of the sale or other liquidation sales at the closing locations and/or seek to recover damages for breach(es) of covenants or provisions in any lease, sublease, license, or contract based upon any relief authorized herein.

~~31.~~33. All sales of Store Closing Assets shall be “as is” and final. However, as to the stores, all state and federal laws relating to implied warranties for latent defects shall be complied with and are not superseded by the sale of said goods or the use of the terms “as is” or “final sales.” As to the Closing Locations, all state and federal laws relating to implied warranties for latent defects shall be complied with and are not superseded by the sale of said goods or the use of the terms “as is” or “final sale.”

~~32.~~34. The Consultant shall accept return of any goods that contain a defect which the lay consumer could not reasonably determine was defective by visual inspection prior to purchase for a full refund, provided that the consumer must return the merchandise within the time period proscribed by the Debtors’ return policy that was in effect when the merchandise was purchased, the consumer must provide a receipt, and the asserted defect must in fact be a “latent” defect., which goods shall not be resold by the Debtors.

~~33.~~35. The Consultant shall not be liable for sales taxes except as expressly provided in the Consulting Agreement and the payment of any and all sales taxes is the responsibility of the Debtors. The Debtors are directed to remit all taxes arising from the Store Closing Sales to the applicable Governmental Units as and when due, *provided* that in the case of a bona fide dispute the Debtors are only directed to pay such taxes upon the resolution of the dispute, if and to the extent that the dispute is decided in favor of the applicable Governmental Unit. For the avoidance of doubt, sales taxes collected and held in trust by the Debtors shall not be used to pay any creditor

or any other party, other than the applicable Governmental Unit for which the sales taxes are collected. The Consultant shall collect, remit to the Debtors and account for sales taxes as and to the extent provided in the Consulting Agreement. This Interim Order does not enjoin, suspend, or restrain the assessment, levy or collection of any tax under state law, and does not constitute a declaratory judgment with respect to any party's liability for taxes under state law.

~~34.36.~~ Pursuant to section 363(f) of the Bankruptcy Code, the Consultant, on behalf of the Debtors, is authorized to sell, and all sales of Store Closing Assets, whether by the Consultant or the Debtors, shall be, free and clear of any and all of any liens, claims, encumbrances, and other interests; *provided*, however, that any such liens, claims, encumbrances, and other interests shall attach to the proceeds of the sale of the Store Closing Assets with the same validity, in the amount, with the same priority as, and to the same extent that any such liens, claims, and encumbrances have with respect to the Store Closing Assets, subject to any claims and defenses that the Debtors may possess with respect thereto and the Consultant's fees and expenses (as provided in the Consulting Agreement).

~~35. — To the extent that the Debtors propose to sell or abandon FF&E which may contain personal and/or confidential information about the Debtors' employees and/or customers (the "Confidential Information"), the Debtors shall remove the Confidential Information from such items of FF&E before such sale or abandonment.~~

37. Neither the Store Closing Procedures, Consulting Agreement, nor this Interim Order authorize the Debtors to transfer or sell to Consultant or any other party the personal identifying information (which means information which alone or in conjunction with other information identifies an individual, including but not limited to an individual's first name (or initial) and last name, physical address, electronic address, telephone number, social security

number, date of birth, government-issued identification number, account number and credit or debit card number (“PII”) of any customers or employees unless such sale or transfer is permitted by the Debtors’ privacy policy and state, provincial or federal privacy and/or identity theft prevention laws and rules (collectively, the “Applicable Privacy Laws”). The foregoing shall not limit the Consultant’s use of the Debtors’ customer lists and mailing lists in accordance with the Consulting Agreement solely for purposes of advertising and promoting the Sales. To the extent that the Debtors propose to sell or abandon FF&E which may contain PII or confidential information about the Debtors’ employees and/or customers, the Debtors shall remove the PII from such items of FF&E before such sale or abandonment. At the conclusion of the Sales, the Consultant shall provide the Debtors with written verification that the Consultant has not removed, copied, or sold any customer PII and that any records containing PII were shredded, erased or otherwise modified to render the PII unreadable or undecipherable prior to any sales. Debtors shall prepare and file a declaration of compliance within 30 days from the conclusion of each sale which reflects if any sale or abandonment of FF&E containing PII has taken place and that removal of the PII has occurred.

~~36.38.~~ The Debtors and/or the Consultant (as the case may be) are authorized and empowered to transfer Store Closing Assets among the stores. The Consultant is authorized to sell the Debtors’ FF&E and abandon the same, in each case, as provided for and in accordance with the terms of the Consulting Agreement, provided that, to the extent prohibited by applicable law, the Consultant and Debtors are not authorized to abandon, and the Debtors are directed to remove and properly dispose of, any hazardous materials defined under applicable law of the jurisdiction in which the materials are located from any leased premises as and to the extent required by applicable law of the jurisdiction in which the lease premises lies.

~~37.~~39. Notwithstanding this or any other provision of this Interim Order, nothing shall prevent or be construed to prevent the Consultant (individually, as part of a joint venture, or otherwise) or any of its affiliates from bidding on the Debtors' assets not subject to the Consulting Agreement, pursuant to a consulting agreement, or otherwise ("Additional Assets"). The Consultant is hereby authorized to bid on and guarantee or otherwise acquire such Additional Assets notwithstanding anything to the contrary in the Bankruptcy Code or other applicable law, *provided* that such guarantee, transaction or acquisition is approved by separate order of this Court.

IV. Dispute Resolution Procedures with Governmental Units.

~~38.~~40. Nothing in this Interim Order, the Consulting Agreement, or the Store Closing Procedures, releases, nullifies, or enjoins the enforcement of any liability to a Governmental Unit under environmental laws or regulations (or any associated liabilities for penalties, damages, cost recovery, or injunctive relief) to which any entity would be subject as the owner, lessor, lessee, or operator of the property after the date of entry of this Interim Order. Nothing contained in this Interim Order, the Consulting Agreement, or the Store Closing Procedures shall in any way (a) diminish the obligation of any entity to comply with environmental laws or (b) diminish the obligations of the Debtors to comply with environmental laws consistent with its rights and obligations as debtor in possession under the Bankruptcy Code. The Store Closings shall not be exempt from laws of general applicability, including, without limitation, public health and safety, criminal, tax, labor, employment, environmental, antitrust, fair competition, traffic and consumer protection laws, including local laws, regulations, ordinances, or police powers of general applicability regarding matters such as regulating deceptive practices and false advertising (collectively, "General Laws"). Nothing in this Interim Order, the Consulting Agreement or the Store Closing Procedures, shall alter or affect obligations to comply with all applicable federal safety laws and regulations. Nothing in this Interim Order shall be deemed to bar any

Governmental Unit (as such term is defined in section 101(47) of the Bankruptcy Code) from enforcing General Laws in the applicable non-bankruptcy forum, subject to the Debtors' rights to assert in that forum or before this Court that any such laws are not in fact General Laws or that such enforcement is impermissible under the Bankruptcy Code, this Interim Order, or otherwise, pursuant to paragraph 38 herein. Notwithstanding any other provision in this Interim Order, no party waives any rights to argue any position with respect to whether the conduct was in compliance with this Interim Order and/or any applicable law, or that enforcement of such applicable law is preempted by the Bankruptcy Code. Nothing in this Interim Order shall be deemed to have made any rulings on any such issues.

~~39.~~41. To the extent that the sale of Store Closing Assets is subject to Applicable Sale Laws, including any federal, state, or local statute, ordinance, or rule, or licensing requirement directed at regulating "going out of business," "store closing," similar inventory liquidation sales, or bulk sale laws, including laws restricting safe, professional, and non-deceptive, customary advertising such as signs, banners, posting of signage, and use of sign-walkers solely in connection with the sale and including ordinances establishing license or permit requirements, waiting periods, time limits or bulk sale restrictions that would otherwise apply solely to the sale of the Store Closing Assets, or any similar laws, the dispute resolution procedures in this section shall apply:

- (a) Provided that the Store Closings are conducted in accordance with the terms of this Interim Order and the Store Closing Procedures, and in light of the provisions in the laws of many Governmental Units that exempt court-ordered sales from their provisions, the Debtors shall be presumed to be in compliance with any Applicable Sale Laws and, subject to Paragraph 37 hereof, are authorized to conduct the Store Closings in accordance with the terms of this Interim Order and the Store Closing Procedures without the necessity of further showing compliance with any Applicable Sale Laws.
- (b) Within two business days after entry of this Interim Order, the Debtor shall serve copies of this Interim Order, the Consulting Agreement and the Store Closing

Procedures via email, facsimile, or regular mail, on the following: (i) the United States Trustee; (ii) the state attorney general's office for each state where the Store Closings are being held; (iii) the county consumer protection agency or similar agency for each county where the Store Closings will be held; (iv) the division of consumer protection for each state where the Store Closings will be held; (v) the chief legal counsel for the local jurisdiction; and (vi) the landlords for the stores.

- (c) To the extent there is a dispute arising from or relating to the Store Closings, this Interim Order, the Consulting Agreement, or the Store Closing Procedures, which dispute relates to any Applicable Sale Laws (a "Reserved Dispute"), this Court shall retain exclusive jurisdiction to resolve the Reserved Dispute. Any time within ten days following entry of this Interim Order, any Governmental Unit may assert that a Reserved Dispute exists by serving written notice of such Reserved Dispute (which may be by e-mail) to counsel for the Debtors so as to ensure delivery thereof within one business day thereafter. If the Debtors and the Governmental Unit are unable to resolve the Reserved Dispute within fifteen days after service of the notice, the aggrieved party may file a motion with this Court requesting that this Court resolve the Reserved Dispute (a "Dispute Resolution Motion").
- (d) In the event a Dispute Resolution Motion is filed, nothing in this Interim Order shall preclude the Debtors, a landlord, or other interested party from asserting (i) that the provisions of any Applicable Sale Laws are preempted by the Bankruptcy Code or (ii) that neither the terms of this Interim Order nor the conduct of the Debtors pursuant to this Interim Order, violates such Applicable Sale Laws. Filing a Dispute Resolution Motion as set forth herein shall not be deemed to affect the finality of any order or to limit or interfere with the Debtors' or the Consultant's ability to conduct or to continue to conduct the Store Closings pursuant to this Interim Order, absent further order of this Court. This Court grants authority for the Debtors and the Consultant to conduct the Store Closings pursuant to the terms of this Interim Order, the Consulting Agreement, and/or the Store Closing Procedures and to take all actions reasonably related thereto or arising in connection therewith. The Governmental Unit shall be entitled to assert any jurisdictional, procedural, or substantive arguments it wishes with respect to the requirements of its Applicable Sale Laws or the lack of any preemption of such Applicable Sale Laws by the Bankruptcy Code. Nothing in this Interim Order shall constitute a ruling with respect to any issues to be raised in any Dispute Resolution Motion.
- (e) If, at any time, a dispute arises between the Debtors and/or the Consultant and a Governmental Unit as to whether a particular law is an Applicable Sale Law, and subject to any provisions contained in this Interim Order related to the Applicable Sale Laws, then any party to that dispute may utilize the provisions hereunder by serving a notice to the other party and proceeding thereunder in accordance with those paragraphs. Any determination with respect to whether a particular law is an Applicable Sale Law shall be made *de novo*.

~~40.~~42. Except as expressly provided for herein or in the Store Closing Procedures, and except with respect to any Governmental Unit (as to which paragraphs 37 and 38 shall apply), no person or entity, including but not limited to any landlord, licensor, or creditor, shall take any action to directly or indirectly prevent, interfere with, or otherwise hinder consummation of the Store Closings, or the advertising and promotion (including the posting of signs or the use of sign walkers) of the Store Closings, and all such parties and persons of every nature and description, including landlords, licensors, creditors and utility companies and all those acting for or on behalf of such parties, are prohibited and enjoined from (a) interfering in any way with, or otherwise impeding, the conduct of the Store Closings and/or (b) instituting any action or proceeding in any court or administrative body seeking an order or judgment against, among others, the Debtors, the Consultant, or the landlords at the stores that might in any way directly or indirectly obstruct or otherwise interfere with or adversely affect the conduct of the Store Closings and/or seek to recover damages for breach(es) of covenants or provisions in any lease, sublease or license based upon any relief authorized herein.

~~41.~~43. Any restrictions in any lease agreement, restrictive covenant, or similar documents purporting to limit, condition, or impair the Debtors' ability to conduct the Store Closings shall not be enforceable, nor shall any breach of such provisions in these chapter 11 cases constitute a default under a lease or provide a basis to terminate the lease; *provided* that the Store Closings are conducted in accordance with the terms of this Interim Order and the Store Closing Procedures.

~~42.~~44. Subject to Paragraphs 37 and 38 above, each and every federal, state, or local agency, departmental or governmental unit with regulatory authority over the Store Closings and all newspapers and other advertising media in which the Store Closings are advertised shall consider this Interim Order as binding authority that no further approval, license, or permit of any

governmental unit shall be required, nor shall the Debtors be required to post any bond, to conduct the Store Closings.

~~43.45.~~ 45. Provided that the Store Closing Sales are conducted in accordance with the terms of this Interim Order, the Consulting Agreement, and the Store Closing Procedures, and in light of the provisions in the laws that exempt court-ordered sales from their provisions, the Debtors shall be presumed to be in compliance with any Applicable Sale Laws and are authorized to conduct the Store Closings in accordance with the terms of this Interim Order and the Store Closing Procedures without the necessity of further showing compliance with any such Applicable Sale Laws.

~~44.46.~~ 46. To the extent that between the Petition Date and the date of the Final Hearing there is Reserved Dispute, the Court shall retain exclusive jurisdiction to resolve the Reserved Dispute which such Reserved Dispute will be heard at the Final Hearing, absent a party obtaining expedited relief. Nothing in this Interim Order shall constitute a ruling with respect to any issues to be raised with respect to a Reserved Dispute. Any Governmental Unit may assert a Reserved Dispute by sending a written notice (which may be by e-mail) explaining the nature of the dispute to: (a) Stage Stores, Inc., 2425 West Loop South, Houston, Texas 77027, Attn: Office of the General Counsel (legalnotices@stage.com); (b) proposed co-counsel to the Debtors, Kirkland & Ellis LLP, 601 Lexington Avenue, New York, New York 10022, Attn.: Joshua A. Sussberg, P.C. (joshua.sussberg@kirkland.com) and Neil E. Herman (neil.herman@kirkland.com), Kirkland & Ellis LLP, 300 North LaSalle Street, Chicago, Illinois 60654, Attn.: Joshua M. Altman (josh.altman@kirkland.com), and Jackson Walker L.L.P., 1401 McKinney Street, Suite 1900, Houston, Texas 77010, Attn.: Matthew D. Cavanaugh (mcavanaugh@jw.com); (c) the United States Trustee for the Southern District of Texas, 515 Rusk Street, Suite 3516, Houston, Texas 77002, Attn.: Hector Duran (hector.duran.jr@usdoj.gov) and Stephen Statham

(stephen.statham@usdoj.gov); (d) counsel to any statutory committee appointed in these chapter 11 cases; and (e) counsel to the Consultant, Katten Muchin Rosenman LLP, 575 Madison Avenue, New York, New York 10022, Attn.: Cindi M. Giglio (cindi.giglio@katten.com).

V. Wind-Down Incentive Program.

~~45.47.~~ The Debtors are authorized to continue and honor obligations related to the Wind-Down Incentive Program; *provided*, however, that such authority shall not extend to any Insider without further order of this Court.

VI. Consumer Provisions.

~~46.48.~~ For the first 30 days from the date of the reopening of any store to the public, the Debtors shall accept returns of merchandise sold by the Debtors in the ordinary course prior to any Sale Commencement Date; *provided* that such return is otherwise in compliance with the Debtors' return policies in effect as of the date such item was purchased and the customer is not repurchasing the same item so as to take advantage of the sale price being offered in the Store

~~47.49.~~ Closings; *provided*, further, that (a) returns of items sold on a "final" basis, including items sold in the initial closing stores on a "final" basis pursuant to the Store Closing Order, shall not be accepted, and (b) gift cards may not be returned for cash.

~~48.50.~~ Notwithstanding anything herein, all state and federal laws relating to implied warranties for latent defects shall be complied with and are not superseded by the sale of said goods or the use of the terms "as is" or "final sales." The Debtors shall accept return of any goods purchased during the Store Closings that contain a defect which the lay consumer could not reasonably determine was defective by visual inspection prior to purchase for a full refund; *provided*, that the consumer must return the merchandise within 30 days of their purchase, the consumer must provide a receipt for the purchase to the Debtors, and the asserted defect must in fact be a "latent" defect, which goods shall not be resold by the Debtors

~~49.51.~~ For the first 30 days from the date of the reopening of any store to the public, such store will continue to accept the Debtors' validly-issued gift certificates and gift cards issued prior to the Sale Commencement Date for in-person (and only in person) purchases in the ordinary course of business. After the expiration of the 30 days to utilize gift certificates and gift cards in-store, all such validly-issued gift certificates and gift cards will no longer be accepted by the Debtors and deemed to have no remaining value. Notwithstanding any policy or state law to the contrary, the gift cards are not redeemable for cash at any time.

~~50.52.~~ The Debtors and the Consultant shall post conspicuous signs in their stores, including at their cash registers, explaining the above "consumer provisions" to customers, including the return policies and gift card policy, which shall remain posted throughout the duration of the Store Closings. In addition, the Debtors will post notice of the changes to gift cards and customer programs on the Debtors' website.

VII. Other Provisions.

~~51.53.~~ The Consultant shall not be liable for any claims against the Debtors, and the Debtors shall not be liable for any claims against the Consultant, in each case, other than as expressly provided for in the Consulting Agreement.

54. Within 30 days of conclusion of the Sale, the Debtors shall (a) file with the Court a summary report of the store closing process that will include (i) a list of the stores closed and (ii) gross revenue from the store closing assets sold, and (b) file with the Court and serve on the U.S. Trustee and any statutory committee report showing payment of each of the Consultant's fees, setting forth detail and information regarding the calculation of such fees paid to the Consultant and expenses reimbursed to the Consultant. Only the U.S. Trustee (and no other party) shall have 20 days after the date on which such report is filed to object solely as to the reasonableness of the compensation paid or expenses reimbursed to the Consultant; provided, however, that with respect

to any such objection: (i) the Consultant’s “Merchandise Fee,” “FF&E Commission” and “Additional Agent Goods Fee” and the “Reimbursement of Consultant Controlled Expenses” in accordance with the aggregate budget set forth on Exhibit B to SOW 4 are found to be reasonable as of the date hereof, and such fees and expenses shall not be later deemed unreasonable on the basis that the success of the Sale, whether on account of sales, recovery, or otherwise, resulted in the Consultant receiving compensation, in dollar terms, that was greater than any budget or forecast provided by the Debtors, their advisors, and/or the Consultant.

~~52.55.~~ This Court shall retain exclusive jurisdiction with regard to all issues or disputes relating to this Interim Order or the Consulting Agreement, including, but not limited to, (a) any claim or issue relating to any efforts by any party or person to prohibit, restrict or in any way limit banner and sign-walker advertising, including with respect to any allegations that such advertising is not being conducted in a safe, professional, and non-deceptive manner, (b) any claim of the Debtors, the landlords and/or the Consultant for protection from interference with the Store Closing Sales, (c) any other disputes related to the Store Closing Sales, and (d) to protect the Debtors and/or the Consultant against any assertions of any liens, claims, encumbrances, and other interests. No such parties or person shall take any action against the Debtors, the Consultant, the landlords or the Store Closing Sales until this Court has resolved such dispute. This Court shall hear the request of such parties or persons with respect to any such disputes on an expedited basis, as may be appropriate under the circumstances.

Houston, Texas

Dated: _____, 2020

DAVID R. JONES
UNITED STATES BANKRUPTCY JUDGE

Exhibit 1-A

Master Consulting Agreement

Exhibit 1-B

SOW 4

Exhibit 2

Store Closing Procedures

Store Closing Procedures¹

- (i) The Store Closings will be conducted during normal business hours or such hours as otherwise permitted by the applicable unexpired lease.
- (ii) The Store Closings will be conducted in accordance with applicable state and local “Blue Laws,” and thus, where such a law is applicable, no Store Closings will be conducted on Sunday unless the Debtors have been operating such stores on Sundays.
- (iii) On “shopping center” property, neither the Debtors nor the Consultant shall distribute handbills, leaflets, or other written materials to customers outside of any stores’ premises, unless permitted by the applicable lease or if distribution is customary in the “shopping center” in which such store is located; *provided* that the Debtors and the Consultant may solicit customers in the stores themselves. On “shopping center” property, neither the Debtors nor the Consultant shall use any flashing lights or amplified sound to advertise the Store Closings or solicit customers, except as permitted under the applicable lease or agreed in writing by the landlord.
- (iv) The Debtors and the Consultant shall have the right to use and sell the FF&E. The Debtors and the Consultant may advertise the sale of the FF&E in a manner consistent with these Store Closing Procedures. The purchasers of any FF&E sold during the Store Closings shall be permitted to remove the FF&E either through the back or alternative shipping areas at any time, or through other areas after Store business hours; *provided*, however, that the foregoing shall not apply to *de minimis* FF&E sales made whereby the item can be carried out of the Store in a shopping bag.
- (v) The Debtors and the Consultant may, but are not required to, advertise all of the Store Closings as “store closing,” “sale on everything,” “everything must go,” or similarly themed sales. The Debtors and the Consultant may also have a “countdown to closing” sign prominently displayed in a manner consistent with these Store Closing Procedures.
- (vi) The Debtors and the Consultant shall be permitted to utilize sign walkers, display, hanging signs, and interior banners in connection with the Store Closings; *provided* that such sign walkers, display, hanging signs, and interior banners shall be professionally produced and hung in a professional manner. Neither the Debtors nor the Consultant shall use neon or day-glo on its sign walkers, display, hanging signs, or interior banners if prohibited by the applicable lease or applicable law. Furthermore, with respect to enclosed mall locations, no exterior signs or signs in common areas of a mall shall be used unless otherwise expressly permitted in these Store Closing Procedures. In addition, the Debtors and the Consultant shall be permitted to utilize exterior banners at (a) non-enclosed mall stores and (b) enclosed mall stores to the extent the entrance to the applicable Store does not require entry into the enclosed mall common area; *provided*, however, that such banners shall be located or hung so as to make clear that the Store Closing is being conducted

¹ Capitalized terms used but not defined in these Store Closing Procedures have the meanings given to them in the Interim Order to which these Store Closing Procedures are attached as Exhibit 2, or the Motion to which the Interim Order is attached, as applicable.

only at the affected Store, and shall not be wider than the storefront of the Store. In addition, the Debtors shall be permitted to utilize sign walkers in a safe and professional manner. Nothing contained in these Store Closing Procedures shall be construed to create or impose upon the Debtors or the Consultant any additional restrictions not contained in the applicable lease agreement.

- (vii) Neither the Debtors nor the Consultant shall make any alterations to the storefront, roof, or exterior walls of any stores or shopping centers, or to interior or exterior store lighting, except as authorized by the applicable lease. The hanging of in-Store signage shall not constitute an alteration to a Store.
- (viii) Affected landlords will have the ability to negotiate with the Debtors, or at the Debtors' direction, the Consultant, any particular modifications to the Store Closing Procedures. The Debtors and the landlord of any Store are authorized to enter into Side Letters without further order of the Court, *provided* that such agreements do not have a material adverse effect on the Debtors or their estates.
- (ix) Conspicuous signs will be posted in each of the affected stores to the effect that all sales are "final."
- (x) The Debtors will keep store premises and surrounding areas clear and orderly, consistent with past practices.
- (xi) An unexpired nonresidential real property lease will not be deemed rejected by reason of a Store Closing or the adoption of these Store Closing Procedures.
- (xii) The rights of landlords against the Debtors for any damages to a Store shall be reserved in accordance with the provisions of the applicable lease.
- (xiii) If and to the extent that the landlord of any Store contends that the Debtors or the Consultant is in breach of or default under these Store Closing Procedures, such landlord shall provide at least five days' written notice, served by email or overnight delivery, on:

If to the Debtors:

Stage Stores, Inc.
Attention: Office of the General Counsel
E-mail address: legalnotice@stage.com

with copies (which shall not constitute notice) to:

Kirkland & Ellis LLP
300 North LaSalle
Chicago, Illinois 60654
Attention: Joshua M. Altman and Kevin S. McClelland
E-mail address: josh.altman@kirkland.com and kevin.mcclelland@kirkland.com

If to the Consultant:

Gordon Brothers Retail Partners, LLC
800 Boylston Street
27th Floor
Boston, MA 01299

with copies (which shall not constitute notice) to:

Katten Muchin Rosenman LLP
575 Madison Avenue
New York, NY 10022
Attention: Cindi M. Giglio
Email address: cgiglio@katten.com

If the parties are unable to resolve the dispute, either the landlord or the Debtors shall have the right to schedule a hearing before the Court on no less than five days' written notice to the other party, served by email or overnight delivery.