

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

In re: NUMBER HOLDINGS, INC., <i>et al.</i> , ¹ Debtors.	)))))))	Chapter 11 Case No. 24-10719 (JKS) (Jointly Administered) Re: Dkt. No. 171, 463, 638
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**ORDER (I) APPROVING THE
PURCHASE AGREEMENT AMONG
DEBTORS AND BUYER, (II) AUTHORIZING THE SALE OF
DESIGNATION RIGHTS TO CERTAIN LEASES FREE AND
CLEAR OF LIENS, CLAIMS, INTERESTS, AND ENCUMBRANCES,
(III) APPROVING ASSIGNMENT AND ASSUMPTION PROCEDURES
FOR THE DESIGNATED LEASES AND (III) 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 order (this "Order"), pursuant to sections 105, 363 and 365 of title 11 of the United States Code (the "Bankruptcy Code"), Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules") 2002, 6003, 6004, 6006, 9007 and 9014, and Local Rules of Bankruptcy Practice and Procedure of United States Bankruptcy Court for the District of Delaware (the "Local Rules") 2002-1, 6004-1 and 9006-1, (i) approving the sale of (a) the designation rights (the "Designation Rights") with respect to the leases of non-residential real property identified on Exhibit A attached hereto (the "Designation Leases") to Dollar Tree Stores, Inc. (together with any affiliated designee, to the extent permitted by the Purchase Agreement (defined below), the "Buyer") in the form of the Purchase Agreement, by and among the Buyer and 99 Cents Only

¹ The Debtors in these Chapter 11 Cases, along with the last four digits of each Debtor's federal tax identification number, as applicable, are: (i) Number Holdings, Inc. (1463); (ii) 99 Cents Only Stores LLC (1605); (iii) 99 Cents Only Stores Texas, Inc. (1229); (iv) 99 Cents PropCo LLC (7843); (v) 99 Cents HoldCo LLC (3987); and (vi) Bargain Wholesale LLC (8030). The Debtors' principal offices are located at 1730 Flight Way, Suite 100, Tustin, CA 92782.

² Capitalized terms used but not otherwise defined herein have the meanings given to them in the Motion, the Purchase Agreement (as defined herein) or Order on Assumption and Rejection Procedures (as defined herein).

Stores LLC (and any applicable affiliates), a copy of which is attached hereto as Exhibit B (the "Purchase Agreement") and (b) the Debtors' IP (as defined in the Purchase Agreement) (and, together with the Designation Rights, the "Acquired Assets"); (ii) approving (a) assignment and assumption and rejection procedures with respect to the Leases; and (b) the form of order approving assignment and assumption of any designated Leases attached as Exhibit C hereto (the "Assignment and Assumption Order"); and (iii) granting related relief; and the Court having conducted a hearing on May 23, 2024 (the "Sale Hearing") to consider approval of the Motion, including (i) the sale of the Acquired Assets and consummation of the Transaction pursuant to the terms and conditions of the Purchase Agreement and (ii) the proposed form of Assignment and Assumption Order; and the Court having considered: (i) the Motion and any objections thereto; (ii) the Declaration of Matt Tabloff [Docket No. 669], (iii) the proposed sale of the Acquired Assets by the Debtors to the Buyer pursuant to and contemplated by the Purchase Agreement; and (iv), the evidence adduced at the Sale Hearing; all parties in interest having been heard, or having had the opportunity to be heard, regarding the approval of the Purchase Agreement and the Transaction; and it appearing that the relief requested in the Motion is in the best interests of the Debtors, their estates, their creditors, and other parties in interest and that adequate and reasonable notice of the Motion, the Transaction, this Order and the Sale Hearing has been provided to all entities required to be served in accordance with the Bankruptcy Code, the Bankruptcy Rules and the Local Rules; and after due deliberation thereon; and good and sufficient cause appearing therefor,

IT IS HEREBY FOUND AND DETERMINED:³

A. The findings of fact and conclusions of law 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.

B. 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 conclusions of fact, they are adopted as such.

C. The Court has jurisdiction over the Motion and over the property of the Debtors, including, without limitation, the Designation Rights, the Designation Leases, the IP and the Transaction contemplated by the Purchase Agreement, pursuant to 28 U.S.C. §§ 157 and 1334 and the *Amended Standing Order of Reference* from the United States District Court for the District of Delaware, dated as of February 29, 2012. This is a core proceeding pursuant to 28 U.S.C. § 157(b)(2). Venue of the Chapter 11 Cases and the Motion in this District and Court is proper under 28 U.S.C. §§ 1408 and 1409.

D. This Order constitutes a final, non-appealable order within the meaning of 28 U.S.C. § 158(a). Notwithstanding Bankruptcy Rules 6004(h) and 6006(d), and to any extent necessary under Bankruptcy Rule 9014 and Rule 54(b) of the Federal Rules of Civil Procedure, as made applicable by Bankruptcy Rule 7054, the Court expressly finds there is no just reason for delay in the implementation of this Order and expressly directs entry of judgment as set forth herein.

E. The IP, the Designation Rights and the Designation Leases constitute (i) property of the Debtors' estates, and title thereto is vested in the Debtors' estates within the meaning of

³ All findings of fact and conclusions of law made by the Court at the Sale Hearing in relation to the Motion are hereby incorporated herein to the extent not otherwise inconsistent with the express terms of this Order.

section 541(a) of the Bankruptcy Code, and (ii) “Postpetition DIP Collateral” as that term is defined in the *Final Order (I) Authorizing The Debtors To (A) Obtain Postpetition Financing And (B) Utilize Cash Collateral, (II) Granting Liens And Superpriority Administrative Expense Claims, (III) Granting Adequate Protection, (IV) Modifying The Automatic Stay, And (V) Granting Related Relief* [Dkt. No. 467] (the “Final DIP Financing Order”).

F. The statutory bases for the relief requested in the Motion are sections 105, 363 and 365 of the Bankruptcy Code, Bankruptcy Rules 2002, 6003, 6004, 6006, 9007 and 9014 and Local Rules 2002-1, 6004-1 and 9006-1.

G. The Court entered the *Order Approving (I) (A) the Bidding Procedures in Connection with the Sale of Substantially All of the Debtors’ Remaining Assets, (B) Assumption and Assignment Procedures, (C) Form and Manner of Notice of Sale Hearing, Assumption Procedures, and Auctions Results; (II) Auctions and Sale Hearing Dates; (III) (A) Debtors’ Entry Into One or Multiple Asset Purchase Agreements, (B) Sale(s) Free and Clear of all encumbrances And (C) Assumption and Assignment of Certain Executory Contracts and Unexpired Leases* [Dkt. No. 463] on May 9, 2024, (i) establishing bidding and auction procedures (the “Bidding Procedures”) related to the Assets (as defined in the Bidding Procedures); (ii) scheduling an auction (the “Auction”) and the Sale Hearing to consider the Transaction; (iii) establishing procedures for noticing and determining cure amounts related to the Debtors' executory contracts and unexpired leases; (iv) approving the form and manner of notice of all procedures, protections, schedules and agreements, and (v) granting certain related relief (the “Bidding Procedures Order”).

H. As evidenced by the affidavits and/or certificates of service filed with the Court [Dkts. No. 588, 644], proper, timely, adequate, and sufficient notice of, and reasonable opportunity to object and/or be heard regarding the Motion, the Auction and the Transaction contemplated by

the Purchase Agreement has been provided in accordance with sections 102(1), 363(b) and 365 of the Bankruptcy Code, the applicable Bankruptcy Rules, the applicable Local Rules and the procedural due process requirements of the United States Constitution. No other notice of the Motion, the Transaction contemplated by the Purchase Agreement, or entry of this Order is necessary or shall be required.

I. This Order and consummation of the Transaction are supported by good, sufficient and sound business purposes and will serve the best interests of the Debtors, their estates and creditors by maximizing the value obtained from the Acquired Assets.

J. The consideration to be paid by the Buyer to the Debtors for the Acquired Assets pursuant to the Purchase Agreement: (i) is fair and reasonable; (ii) is the highest and otherwise best offer for the Acquired Assets; and (iii) constitutes full, fair and adequate consideration and reasonably equivalent value under the Bankruptcy Code, the Uniform Fraudulent Conveyance Act, the Uniform Fraudulent Transfer Act and any similar laws of any state or jurisdiction whose law is applicable to the sale of the Acquired Assets. No other entity or group of entities has offered to purchase the Acquired Assets with a higher or otherwise better offer than the Buyer.

K. The Debtors have demonstrated compelling circumstances and a good, sufficient and sound business purpose and justification for the consummation of the Transaction outside the ordinary course of business. Such business reasons, include, without limitation, the following: (i) the Purchase Agreement and the Transaction constitute the highest or otherwise best offer for the Acquired Assets; (ii) the Purchase Agreement and the Transaction present the best opportunity to realize the value of the IP, the Designation Rights and the Designation Leases and avoid the decline and devaluation of the IP, the Designation Rights and the Designation Leases; and (iii) any

other transaction, including, without limitation, pursuant to a chapter 11 plan of reorganization or liquidation, would not have yielded as favorable an economic result.

L. As used in this Order, the term "Interest" includes, in each case to the extent against or with respect to any of the Debtors or in, on, or against or with respect to the Acquired Assets: liens, claims (as defined in section 101(5) of the Bankruptcy Code), debts (as defined in section 101(12) of the Bankruptcy Code), encumbrances, obligations, liabilities, demands, guarantees, actions, suits, defenses, deposits, credits, allowances, options, rights, restrictions, limitations, contractual commitments, rights, or interests of any kind or nature whatsoever, whether known or unknown, inchoate or not, filed or unfiled, scheduled or unscheduled, noticed or unnoticed, recorded or unrecorded, perfected or unperfected, allowed or disallowed, contingent or non-contingent, liquidated or unliquidated, matured or unmatured, material or non-material, disputed or undisputed, whether arising prior to or subsequent to the commencement of these Chapter 11 Cases, and whether imposed by agreement, understanding, law, equity, or otherwise, including, but not limited to, (i) mortgages, deeds of trust, pledges, charges, security interests, hypothecations, encumbrances, easements, servitudes, leases, subleases, rights-of-way, encroachments, restrictive covenants, restrictions on transferability or other similar restrictions, rights of offset or recoupment, rights of use or possession, subleases, leases, condition sale arrangements, or any similar rights, (ii) all claims, including, without limitation, all rights or causes of action (whether in law or equity), proceedings, warranties, guarantees, indemnities, rights of recovery, setoff, recoupment, indemnity or contribution, obligations, demands, restrictions, indemnification claims, or liabilities relating to any act or omission of the Debtors or any other person, consent rights, options, contract rights, covenants, and interests of any kind or nature whatsoever (known or unknown, matured or unmatured, accrued, or contingent and regardless of

whether currently exercisable), whether arising prior to or subsequent to the commencement of these Chapter 11 Cases, and whether imposed by agreement, understanding, law, equity or otherwise; (iii) all debts, liabilities, obligations, contractual rights and claims, and labor, employment, and pension claims; (iv) any rights that purport to give any party a right or option to effect any forfeiture, modification, right of first offer or first refusal, or consents, or termination of the Debtors' or the Buyer's interest in the Acquired Assets, or any similar rights; (v) any rights under labor or employment agreements; (vi) any rights under pension, multiemployer plan (as such term is defined in section 3(37) or section 4001(a)(3) of the Employment Retirement Income Security Act of 1974 (as amended, "ERISA"), health or welfare, compensation or other employee benefit plans, agreements, practices, and programs, including, without limitation, any pension plans of the Debtors or any multiemployer plan to which the Debtors have at any time contributed to or had any liability or potential liability; (vii) any other employee claims related to worker's compensation, occupation disease, or unemployment or temporary disability, including, without limitation, claims that might otherwise arise under or pursuant to (a) ERISA, (b) the Fair Labor Standards Act, (c) Title VII of the Civil Rights Act of 1964, (d) the Federal Rehabilitation Act of 1973, (e) the National Labor Relations Act, (f) the Age Discrimination and Employment Act of 1967 and Age Discrimination in Employment Act, each as amended, (g) the Americans with Disabilities Act of 1990, (h) the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended, including, without limitation, the requirements of Part 6 of Subtitle B of Title I of ERISA and Section 4980B of the Internal Revenue Code of any similar state law, (i) state discrimination laws, (j) state unemployment compensation laws or any other similar state laws, (k) any other state or federal benefits or claims relating to any employment with the Debtors or any of their predecessors, or (l) the WARN Act (29 U.S.C. §§ 2101, et seq.) or any state or other laws of similar

effect; (viii) any bulk sales or similar law; (ix) any tax statutes or ordinances, including, without limitation, the Internal Revenue Code of 1986, as amended, and any taxes arising under or out of, in connection with, or in any way relating to the operation of the assets or businesses of the Debtors prior to the Closing Date⁴; (x) any unexpired and executory contract or unexpired lease to which a Debtor is a party; and (xi) Interests arising under or in connection with any acts, or failures to act, of any of the Debtors or any of the Debtors' predecessors, affiliates, or subsidiaries, including, but not limited to, Interests arising under any doctrines of successor, transferee, or vicarious liability, violation of the Securities Act, the Exchange Act, or other applicable securities laws or regulations, breach of fiduciary duty, or aiding or abetting breach of fiduciary duty, or any similar theories under applicable law or otherwise.

M. The Debtors may sell the Acquired Assets free and clear of all Interests (unless otherwise expressly assumed under, or expressly permitted by, the Purchase Agreement), because, in each case, one or more of the standards set forth in section 363(f)(1)-(5) of the Bankruptcy Code has been satisfied. Any holders of Interests that objected to the Transaction or the Motion and that have any Interests in the Acquired Assets could be compelled in a legal or equitable proceeding to accept money in satisfaction of such Interest pursuant to section 363(f)(5) or fall within one or more of the other subsections of section 363(f) and, therefore, are adequately protected by having their Interests in the Acquired Assets attach solely to the proceeds of the Transaction ultimately attributable to the sale of the property on which such holders have an Interests, in the same order of priority, and with the same validity, force and effect that such Interests had prior to the consummation of the Transaction, subject to any rights, claims or defenses of the Debtors and their estates. Any Interest holders that did not object, or that withdrew their objections, to the Motion

⁴ "Closing Date" means the date on which the Transaction closes.

or the Transaction, are deemed to have consented to the sale of the Acquired Assets free and clear of their respective Interests in the Acquired Assets pursuant to section 363(f)(2) of the Bankruptcy Code.

N. The Buyer would not have entered into the Purchase Agreement and would not consummate the Transaction or the other transactions contemplated thereby if the sale of the Acquired Assets were not free and clear of all Interests (other than those Interests expressly assumed under, or expressly permitted by, the Purchase Agreement), or if the Buyer would, or in the future could, be liable for any such Interests. A sale of the Acquired Assets other than one free and clear of all Interests would adversely impact the Debtors, their estates and their creditors, and would yield substantially less value for the Acquired Assets and the Debtors' estates, with less certainty than provided by the Transaction. The total consideration to be provided under the Purchase Agreement reflects the Buyer's reliance on this Order to provide it, pursuant to sections 105(a) and 363(f) of the Bankruptcy Code, with title to, and possession of, the Acquired Assets free and clear of all Interests, including, without limitation, any potential derivative, vicarious, transferee or successor liability Interests.

O. The disclosures made by the Debtors concerning the Auction, the Motion, the Sale Hearing, the Purchase Agreement, the Transaction and the relief granted herein were good, complete and adequate. A reasonable opportunity to object and be heard regarding the relief granted herein has been afforded to all interested persons and entities consistent with the requirement of the Bankruptcy Code, Bankruptcy Rules and Local Rules.

P. Neither the Buyer nor any of its affiliates, officers, directors, partners or any of their respective successors or assigns is an "insider" or "affiliate" of any of the Debtors, as those terms are defined in sections 101(31) and 101(2) of the Bankruptcy Code.

Q. The Auction was conducted and the Purchase Agreement was negotiated, proposed and entered into by the Debtors and the Buyer without collusion, in good faith and from an arm's-length bargaining position, and is substantively and procedurally fair to all parties. The Buyer is a good-faith purchaser under section 363(m) of the Bankruptcy Code and, as such, is entitled to all of the protections and immunities afforded thereby and accordingly, the reversal or modification on appeal of the authorization provided herein to consummate the Transaction shall not affect the validity of the Transaction nor the sale of the Acquired Assets to the Buyer free and clear of Interests, unless such authorization is duly stayed pending such appeal. The Buyer has acted in good faith in all respects in connection with this proceeding, in that: (i) the Buyer recognized that the Debtors were free to deal with other parties interested in acquiring the Acquired Assets; (ii) all payments to be made by the Buyer and other agreements entered into by the Buyer in connection with the sale of the Acquired Assets have been disclosed; (iii) the negotiation and execution of the Purchase Agreement and related agreements was in good faith and was an arm's-length transaction; and (iv) the disclosure requirements required by Local Rule 6004-1 have been satisfied. Neither the Debtors nor the Buyer have engaged in any conduct that would prevent the application of section 363(m) of the Bankruptcy Code or cause the application of, or implicate, section 363(n) of the Bankruptcy Code to the Purchase Agreement, or to otherwise prevent the consummation of the Transaction contemplated by the Purchase Agreement. The Buyer has acted in good faith within the meaning of section 363(m) of the Bankruptcy Code in closing the Transaction contemplated by the Purchase Agreement at any time after entry of this Order.

R. Except as expressly set forth in the Purchase Agreement, the Buyer shall not have any liability or obligation for any lien, claim, encumbrance or interest, or other obligation of or

against the Debtors, related to the Acquired Assets by reason of the transfer of the Acquired Assets to the Buyer.

S. Neither the Buyer nor any of its affiliates, officers, directors, partners or any of their respective successors or assigns, as a result of any action taken in connection with the purchase of the Acquired Assets, shall be deemed to: (i) be a successor (or other similarly situated party) to the Debtors; or (ii) have, *de facto* or otherwise, merged with or into the Debtors. The Buyer is not acquiring or assuming any liability, warranty or other obligation of the Debtors, except as expressly set forth in the Purchase Agreement and/or the Assignment and Assumption Order.

T. Except as otherwise provided in the Purchase Agreement, the transfer of the Acquired Assets to the Buyer will not subject the Buyer to any liability for claims against the Debtors by reason of such transfer under the laws of the United States, any state, territory or possession thereof, including, without limitation, claims relating to the operation of the Debtors' business before the Closing Date, including: (i) workmen's compensation, occupational disease, or unemployment or temporary disability insurance claims; (ii) environmental liabilities, debts, claims or obligations which may be asserted on any basis; (iii) any successor liability to any state taxing authority with regard to any tax; and (iv) any bulk sales or similar law.

U. Neither the Transaction nor the Purchase Agreement impermissibly restructure the rights of the Debtors' creditors or impermissibly dictate the terms of a chapter 11 plan of the Debtors. Nothing in this Sale Order is approving any disclosure statement, plan, or a finding of fact or conclusion of law in connection therewith. Further, nothing in this Sale Order is approving any distribution that would be inconsistent with the Bankruptcy Code's priority scheme, including the timing and/or amount of money to be paid to creditors in a future plan (if any). Neither the

Transaction nor the Purchase Agreement constitute a *sub rosa* plan and are not in violation of creditors' voting rights.

V. Subject to entry of this Order, the Debtors, acting by and through their existing agents, representatives and officers, have full corporate power and authority to execute, deliver and perform under the Purchase Agreement, and no further consents or approvals are required for the Debtors to consummate the Transaction, except as otherwise provided in the Purchase Agreement.

W. The potential assumption and assignment of the Designation Leases pursuant to the terms of this Order, including, by incorporation, the form of Assignment and Assumption Notice (as defined herein) and the form of Assignment and Assumption Order, are integral to the Purchase Agreement and are in the best interests of the Debtors and their estates, their creditors and other parties in interest, and represents the reasonable exercise of sound and prudent business judgment by the Debtors. For the avoidance of doubt, notwithstanding anything to the contrary set forth in this Order or the Purchase Agreement, the sale, conveyance, assignment and transfer of the Designation Rights to the Buyer does not, in and of itself, effectuate a sale, conveyance, assignment or transfer of any Designation Lease to the Buyer or an assumption by the Buyer or any other Assignee of any Designation Lease.

X. To maximize the value of the IP, the Designation Rights and the Designation Leases, it is essential that the closing of the Transaction occurs within the time constraints set forth in the Purchase Agreement. Time is of the essence in consummating the Transaction.

Y. The Debtors have articulated good and sufficient reasons for the Court to grant the relief requested in the Motion.

Z. The consummation of the Transaction is legal, valid and properly authorized under all applicable provisions of the Bankruptcy Code, including, without limitation, sections 105(a), 363(b), 363(f), 363(m), 365(b) and 365(f) of the Bankruptcy Code, and all of the applicable requirements of such section shall have been complied with in respect of the Transaction.

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

I. Approval of the Transaction and Entry into the Purchase Agreement

1. The Motion and the relief requested therein are granted and approved as set forth herein.

2. The Debtors are hereby authorized to enter into the Purchase Agreement and the Transaction contemplated therein. The failure specifically to include any particular provision of the Purchase Agreement in this Order shall not diminish or impair the effectiveness of such provision.

3. Any and all objections, if any, to the Motion or the relief requested therein that have not been withdrawn, waived, or settled, and all reservations of rights included in such objections are hereby overruled on the merits with prejudice.

II. Consummation of Sale Transaction

4. Pursuant to sections 105, 363 and 365 of the Bankruptcy Code, the Debtors, as well as their officers, employees and agents, are authorized to execute, deliver and perform their obligations under and comply with the terms of the Purchase Agreement and to close and consummate the Transaction, pursuant to and in accordance with the terms and conditions of the Purchase Agreement and this Order.

5. The Debtors, their affiliates and their respective officers, employees and agents, are authorized to execute and deliver, and authorized to perform under, consummate and implement all additional instruments and documents that may be reasonably necessary or desirable to

implement the Purchase Agreement and to take all further actions as may be necessary or appropriate to the performance of the obligations contemplated by the Purchase Agreement or to implement the Transaction, all without further order of the Court consistent with this Sale Order. For the avoidance of doubt, notwithstanding anything to the contrary set forth in this Order or the Purchase Agreement: (i) the sale, conveyance, assignment and transfer of the Designation Rights to the Buyer shall not, in and of itself, effectuate a sale, conveyance, assignment or transfer of any Designation Lease to the Buyer or an assumption by the Buyer or any other Assignee of any Designation Lease, which sale, conveyance, transfer and assumptions shall occur only upon the occurrence of an applicable Lease Assignment Closing Date and only to the Assignee specified in connection therewith pursuant to an Assignment and Assumption Order entered by this Court; and (ii) all rights of the applicable counterparty to a Designation Lease to object to the assignment of such Designation Lease and the form of Assignment and Assumption Order, prior to the applicable Assignment and Assumption Order becoming a final order, are fully preserved.

6. Any amounts paid by the Buyer in respect of the June Rent or the July Rent, as applicable, shall be used solely to pay June Rent and/or July Rent (or to reimburse the Debtors for the payment of such June Rent or July Rent) and shall not be used by the Debtors or any other person or entity for any other purpose, and any amounts paid by the Buyer directly to the Debtors in respect of Carrying Costs shall be used solely to pay such Carrying Costs (or to reimburse the Debtors for the payment of such Carrying Costs) and shall not be used by the Debtors or any other person or entity for any other purpose. Unless otherwise agreed to by the Buyer and the Debtors, the Debtors shall be the party responsible for issuing and making, and are hereby authorized to issue and make, payments in connection with the June Rent, July Rent and Carrying Costs to the applicable landlord, regulatory agency, taxing authority, third party provider of maintenance

services and/or other person or entity entitled to receive such payment. Upon closing of the sale of the Designation Rights, the June Rent shall be released from escrow to the Debtors for distribution to the landlords or, if applicable, to the Debtors to reimburse payments made to applicable landlords on account of June Rent, in accordance with the Purchase Agreement. For the avoidance of doubt, all Cash Consideration and any payments to the Debtors on account of reimbursements to the Debtors for payments made on account of June Rent, July Rent or Carrying Costs shall be proceeds of Postpetition DIP Collateral (as defined in the Final DIP Financing Order) and shall be subject to the provisions of the Final DIP Financing Order and the Approved Budget (as defined therein).

7. Each and every federal, state, local, or foreign government or governmental or regulatory authority, agency, board, bureau, commission, court, department, or other governmental entity is hereby authorized to accept any and all documents and instruments necessary and appropriate to consummate the Transaction contemplated by the Purchase Agreement.

8. This Order and the Purchase Agreement, and any actions taken pursuant hereto or thereto, shall survive entry of any order that may be entered (a) confirming or consummating any plan of reorganization or liquidation of the Debtors, (b) converting the Chapter 11 Cases to cases under chapter 7 of the Bankruptcy Code or (c) dismissing the Chapter 11 Cases. This Order and the Purchase Agreement shall be binding in all respects upon the Debtors, their estates, all creditors, all holders of equity interests in any Debtor, all holders of any Interests or claims (whether known or unknown) against any Debtor, all counterparties to any executory contract or unexpired lease of the Debtors, the Buyer and all successors and assigns of the Buyer, and any trustees, examiners or other fiduciaries under any section of the Bankruptcy Code, if any, subsequently appointed in the Chapter 11 Cases or upon a conversion to chapter 7 under the

Bankruptcy Code of the Chapter 11 Cases. For the avoidance of doubt, nothing in this Order shall waive or modify any deadline or requirement provided in section 365(d)(4) of the Bankruptcy Code.

9. The terms and provisions of the Purchase Agreement and this Order shall inure to the benefit of the Debtors, their estates and their creditors, the Buyer and its Affiliates, designees, successors and assigns, notwithstanding any subsequent appointment of any trustee(s), party, entity or other fiduciary under any section of any chapter of the Bankruptcy Code, as to which trustee(s), party, entity or other fiduciary such terms and provisions likewise shall be binding.

III. Designation Rights Procedures

10. The procedures for the Buyer to exercise the Designation Rights set forth in the Purchase Agreement and this Order are approved.

11. The Debtors are authorized, at the direction of the Buyers pursuant to the Purchase Agreement, to seek to assume and assign, pursuant to sections 363 and 365 of the Bankruptcy Code and the *Final Order (I) Authorizing and Approving Procedures for Rejection and Assumption and Assignment of Executory Contracts and Unexpired Leases, (II) Authorizing Abandonment of Certain Personal Property, and (III) Granting Related Relief* [Dkt. No. 438] (the "Rejection and Assumption Procedures Order"), the Designation Leases to a designated Assignee. Each of the Designation Leases constitutes an unexpired lease within the meaning of section 365 of the Bankruptcy Code. During the Designation Rights Period, Designation Leases designated by the Buyer for assumption and assignment will be deemed assumed and assigned by the Debtors effective in accordance with the timing and the procedures set forth in the Purchase Agreement, the Rejection and Assumption Procedures Order, the Assignment and Assumption Notice and below. Subject to entry of an Assignment and Assumption Order, the assumption of any liabilities under the Leases shall constitute a legal, valid and effective delegation of all liabilities thereunder

to the applicable Assignee and, following payment of any Amounts related thereto and except as expressly set forth in the Purchase Agreement, this Order or the Rejection and Assumption Procedures Order shall divest the Debtors of all liability with respect to such Designated Leases for any breach of such Lease occurring after the applicable Lease Assignment Closing Date; *provided, however*, that prior to the Lease Assignment Closing Date, nothing herein shall relieve the Debtors of their obligations under the Designation Leases pursuant to the Bankruptcy Code. Upon instruction from the Buyer, the Debtors shall file and serve on the applicable landlord a *Notice of Assumption and Assignment of Certain Executory Contracts and/or Unexpired Leases*, in substantially the form attached as Exhibit B to the Rejection and Assumption Procedures Order and with such modifications as are necessary to conform to the terms of the Purchase Agreement and this Order (an "Assignment and Assumption Notice"), together with a proposed Assignment and Assumption Order, substantially in the form attached as Exhibit C hereto.

12. Pursuant to paragraph 34 of the Bidding Procedures Order, objections to any Cure Payments (as defined in the Bidding Procedures Order) with respect to the potential assumption and assignment of any Designation Lease were due on May 14, 2024, and any such objections not filed by that date are now barred. Any party seeking to object to the assumption and assignment of any Designation Lease to the Buyer on any grounds other than with respect to a Cure Payment (an "Adequate Assurance Objection") must file such objection with the Court and serve such objection so that it is actually received by the Buyer and the Objection Notice Parties on or before 4:00 p.m. on the date that is ten days after the Debtors transmit to the applicable party financial and other information regarding adequate assurance of Buyer's future performance under the Designation Lease.

13. If no Assignment and Assumption Objection is filed by the Assumption Objection Deadline, the Debtors may submit to the Court the Assignment and Assumption Order attached to the Assignment and Assumption Notice, under certification of counsel and without further notice or hearing.

14. If an Assignment and Assumption Objection is timely filed and not withdrawn, the Debtors, the Buyer and the objecting landlord shall have authority to compromise, settle or otherwise resolve any objections without further order of the Court. If the Debtors, the Buyer and the objecting landlord determine that the objection cannot be resolved without judicial intervention, then the Debtors, with the consent of the Buyer, shall schedule a hearing on such objection in accordance with the Rejection and Assumption Procedures Order.

15. All entities are hereby forever prohibited and permanently barred, estopped and enjoined from taking any action that would adversely affect or interfere with the ability of the Debtors to sell and transfer the Designation Rights to the Buyer in accordance with the terms of the Purchase Agreement and this Order.

16. Effective as of the Closing Date, the sale and assignment of the Designation Rights by the Debtors to the Buyer shall constitute a legal, valid and effective transfer of the Designation Rights, notwithstanding any requirement for approval or consent by any person, and will vest the Buyer with all right, title and interest of the Debtors in and to the Designation Rights, free and clear of all Interests (other than any Interests expressly assumed under, or expressly permitted by, the Purchase Agreement), pursuant to section 363(f) of the Bankruptcy Code.

17. Upon entry of an Assignment and Assumption Order as to any Designation Lease, such Designation Lease shall be transferred to the Buyer free and clear of all liens, claims, encumbrances and Interests of any kind, pursuant to sections 105(a), 363(b) and 363(f) of the

Bankruptcy Code, provided however, that nothing in this paragraph 17 shall affect the rights of any applicable party under section 365 of the Bankruptcy Code.

18. The provisions of this Order authorizing the sale and transfer of the Designation Rights free and clear of Interests shall be self-executing, and neither the Debtors nor the Buyer shall be required to execute or file releases, termination statements, assignments, consents or other instruments in order to effectuate, consummate or implement the provisions of this Order. For the avoidance of doubt, on or after the Closing Date, the Debtors and/or the Buyer shall be authorized, but not directed, to file any such releases, termination statements, assignments, consents or other instruments in any jurisdiction to record the release, discharge and termination of Interests on the Designation Rights pursuant to the terms of this Order.

19. This Order shall be (i) effective as a determination that, as of the Closing Date, all Interests on the Designation Rights (except as otherwise expressly assumed under, or expressly permitted by, the Purchase Agreement) shall be unconditionally released, discharged and terminated as to the Buyer and the Designation Rights; and (ii) binding upon all persons and entities, including all the Debtors' creditors and any holder of an Interest on the Designation Rights to any of the Designation Leases, and all such persons and entities are hereby authorized and directed to execute such documents and take all other actions as may be reasonably necessary to release their respective Interests on the Designation Rights, if any. If any person or entity that has filed a financing statement, mortgage, mechanics lien, *lis pendens* or other document, instrument, notice or agreement evidencing any Interests on the Designation Rights has not delivered to the Debtors on or before the Closing Date, in proper form for filing and executed by the appropriate parties, termination statements, releases or instruments of satisfaction that the person or entity has with respect to the Designation Rights, the Debtors and/or the Buyer are authorized to (x) execute

and file such termination statements, releases, instruments of satisfaction or other documents with respect to the Designation Rights on behalf of the applicable person or entity; and (y) file, register or otherwise record a certified copy of this Order which, once filed, registered or otherwise recorded, shall constitute conclusive evidence of the release of all Interests on the Designation Rights. This Order is deemed to be in recordable form sufficient to be placed in the filing or recording system of each and every federal, state, local, tribal or foreign government agency, department or office.

20. Persons are prohibited from taking any action to adversely affect or interfere with the ability of the Debtors to transfer the Designation Rights to the Buyer in accordance with the Purchase Agreement and this Order; *provided* that the foregoing restriction shall not prevent any party from appealing this Order in accordance with applicable law or opposing any appeal of this Order, or in seeking assignment of a Designated Lease to an Affiliate of the Buyer at the direction of the Buyer consistent with the Purchase Agreement.

IV. No Successor or Other Derivative Liability

21. By virtue of the Transaction, the Buyer and its affiliates, successors and assigns shall not be deemed or considered to, (a) be a legal successor, or otherwise be deemed a successor to any of the Debtors, (b) have, de facto or otherwise, merged with or into any or all Debtors, or (c) be a continuation or substantial continuation, or be holding itself out as a mere continuation, of any of the Debtors or their respective estates, businesses or operations, or any enterprise of the Debtors, in each case by any law or equity, and the Buyer has not assumed nor is it in any way responsible for any liability or obligation of the Debtors or the Debtors' estates. Except as expressly set forth in the Purchase Agreement, the Buyer and its affiliates, successors and assigns shall have no successor, transferee or vicarious liability of any kind or character, including, under any theory of foreign, federal, state or local antitrust, environmental, successor, tax, ERISA, assignee or

transferee liability, labor, product liability, employment, de facto merger, substantial continuity, or other law, rule, regulation or doctrine, whether known or unknown as of the Closing Date, now existing or hereafter arising, whether asserted or unasserted, fixed or contingent, liquidated or unliquidated with respect to the Debtors or any obligations of the Debtors arising prior to the Closing Date, including liabilities on account of any taxes or other governmental authority fees, contributions or surcharges, in each case arising, accruing or payable under, out of, in connection with, or in any way relating to, the IP or the operation of any assumed and assigned Designation Lease prior to the Closing Date or arising based on actions of the Debtors taken after the Closing Date.

22. Subject to any other orders of this Court and the requirements of the Purchase Agreement, if, prior to each Lease Assignment Closing and inasmuch as the parties having liens on such Trade Fixtures have consented to the abandonment thereof, the Debtors do not remove Trade Fixtures in any applicable Designated Store, such Trade Fixtures shall be deemed abandoned to the Buyer or the applicable Assignee effective upon the Lease Assignment Closing pursuant to section 544 of the Bankruptcy Code. For the avoidance of doubt, and except as may be further negotiated by the Debtors and the Buyer, the Debtors shall remove all inventory prior to each Lease Assignment Closing.

V. Other Provisions

23. The Purchase Agreement may be modified, amended or supplemented by the parties thereto, in a writing signed by such parties and in accordance with the terms thereof, without further order of the Court, provided that any such modification, amendment or supplement does not have a material adverse effect on either the Debtors, the Buyer, or the economic interests of the DIP Lenders and is consistent with this Sale Order.

24. The automatic stay pursuant to section 362 of the Bankruptcy Code is hereby modified to the extent necessary, without further order of the Court, (i) to allow the Buyer to give the Debtors any notice provided for in the Purchase Agreement, (ii) to allow the Buyer to take any and all actions permitted by the Purchase Agreement in accordance with the terms and conditions thereof, including, without limitation, effectuating the Transaction and (iii) to otherwise implement the terms and provisions of the Purchase Agreement and this Order.

25. The Transaction is undertaken by the Buyer without collusion and in good faith, as that term is used in section 363(m) of the Bankruptcy Code, and accordingly, the reversal or modification on appeal of the authorization provided herein of the Transaction shall neither affect the validity of the Transaction nor the transfer of the Acquired Assets, free and clear of claims, unless such authorization is duly stayed before the closing of the sale of Acquired Assets pending such appeal. The Buyer is a good faith purchaser of the Acquired Assets and is entitled to all of the benefits and protections afforded by section 363(m) of the Bankruptcy Code. The Debtors and the Buyer will be acting in good faith if they proceed to consummate the Sale Transaction at any time after entry of this Order.

26. Neither the Debtors nor the Buyer has engaged in any conduct that would cause or permit the Purchase Agreement to be avoided or costs and damages to be imposed under section 363(n) of the Bankruptcy Code. Accordingly, the Purchase Agreement and the Transaction shall not be avoidable under section 363(n) of the Bankruptcy Code, and no party shall be entitled to any damages or other recovery pursuant to section 363(n) of the Bankruptcy Code in respect of the Purchase Agreement or the Transaction.

27. Notwithstanding the provisions of Bankruptcy Rules 6004(h), 6006(d) or 7062 or any applicable provisions of the Local Rules, this Order shall not be stayed after the entry hereof,

but shall be effective and enforceable immediately upon entry, and the fourteen (14) day stay provided in Bankruptcy Rules 6004(h) and 6006(d) is hereby expressly waived and shall not apply. Time is of the essence in closing the Transaction and the Debtors and the Buyer intend to close the Transaction as soon as practicable. Any party objecting to this Order must exercise due diligence in filing an appeal and pursuing a stay within the time prescribed by law and prior to the Closing Date, or risk its appeal will be foreclosed as moot.

28. No bulk sales laws, bulk sales tax law or any similar law of any state or other jurisdiction applies in any way to the Transaction.

29. In the event that there is a direct conflict between the terms of this Order, the Purchase Agreement, and any documents executed in connection therewith, the provisions contained in this Order, the Purchase Agreement, and any documents executed in connection therewith shall govern, in that order. Nothing contained in any chapter 11 plan hereinafter confirmed in these Chapter 11 Cases, any order confirming such plan, or in any other order of any type or kind entered in these Chapter 11 Cases (including any order entered after any conversion of any or all of these Chapter 11 Cases to cases under chapter 7 of the Bankruptcy Code) or in any related proceeding shall alter, conflict with or derogate from the provisions of the Purchase Agreement or the terms of this Order.

30. To the extent that this Order is inconsistent with any prior order or pleading with respect to the Motion in the Chapter 11 Cases, the terms of this Order shall govern.

31. The provisions of this Order are non-severable and mutually dependent.

32. The Debtors are authorized to take all actions necessary to effectuate the relief granted pursuant to this Order.

33. This Court shall retain jurisdiction to, among other things, interpret, enforce and implement the terms and provisions of this Order and the Purchase Agreement, all amendments thereto, any waivers and consents thereunder (and of each of the agreements executed in connection therewith), to adjudicate disputes related to this Order or the Purchase Agreement (and such other related agreements, documents or other instruments) and to enforce the injunctions set forth herein.

34. All time periods set forth in this Order and the Purchase Agreement shall be calculated in accordance with Bankruptcy Rule 9006(a).

Dated: May 24th, 2024
Wilmington, Delaware


J. KATE STICKLES
UNITED STATES BANKRUPTCY JUDGE

Exhibit A

Store #	Address / Asset	Successful Bidder
Lease Designation Rights with respect to the following leased properties		
31	9535 Whittier Blvd	Dollar Tree Stores, Inc.
32	14029 Pioneer Blvd	Dollar Tree Stores, Inc.
39	1514 N. Main St	Dollar Tree Stores, Inc.
47	18215 Sherman Way	Dollar Tree Stores, Inc.
48	955 W. Sepulveda	Dollar Tree Stores, Inc.
49	15962 Springdale	Dollar Tree Stores, Inc.
52	11114 Ramona	Dollar Tree Stores, Inc.
54	6401 San Fernando	Dollar Tree Stores, Inc.
55	17034 Chatsworth	Dollar Tree Stores, Inc.
58	4929 Woodruff Ave	Dollar Tree Stores, Inc.
64	430 N. Mountain	Dollar Tree Stores, Inc.
67	11916 Paramount Blvd	Dollar Tree Stores, Inc.
69	140 E. Duarte Rd	Dollar Tree Stores, Inc.
70	44601 Valley Central Way	Dollar Tree Stores, Inc.
72	14151 Ramona Blvd	Dollar Tree Stores, Inc.
73	1862 Palm	Dollar Tree Stores, Inc.
75	16672 Beach Blvd	Dollar Tree Stores, Inc.
76	15345 Whittier Blvd	Dollar Tree Stores, Inc.
80	1766 E. Main St	Dollar Tree Stores, Inc.
85	2551 N. Ventura Rd	Dollar Tree Stores, Inc.
90	307 N. Citrus	Dollar Tree Stores, Inc.
97	19050 Brookhurst	Dollar Tree Stores, Inc.
99	121 Louisiana Ave	Dollar Tree Stores, Inc.
101	1320 Highland Ave	Dollar Tree Stores, Inc.
104	3477 Arlington Ave	Dollar Tree Stores, Inc.
107	229 E. Foothill Rd	Dollar Tree Stores, Inc.
108	3385 W. Florida Ave	Dollar Tree Stores, Inc.
111	2407 W. Victory Blvd	Dollar Tree Stores, Inc.
120	7239 Spring Mountain	Dollar Tree Stores, Inc.
122	1260 E. Yorba Linda	Dollar Tree Stores, Inc.
124	2709 E. Main Street	Dollar Tree Stores, Inc.
129	2682 Mt. Vernon Ave	Dollar Tree Stores, Inc.
130	10821 Long Beach Blvd.	Dollar Tree Stores, Inc.
133	790 E. Southern	Dollar Tree Stores, Inc.
138	770 W. Shaw	Dollar Tree Stores, Inc.
140	312 E. Betteravia	Dollar Tree Stores, Inc.
142	4140 Clairemont Mesa	Dollar Tree Stores, Inc.
144	5931 University Ave	Dollar Tree Stores, Inc.
146	1501 White Lane	Dollar Tree Stores, Inc.
150	7908 El Cajon Blvd	Dollar Tree Stores, Inc.
151	1111 W Olive Dr	Dollar Tree Stores, Inc.
152	14317 Clark Avenue	Dollar Tree Stores, Inc.
155	2701 S. Mooney Blvd	Dollar Tree Stores, Inc.
157	300 W. Kettleman Lane	Dollar Tree Stores, Inc.

161	12801 W. Bell Rd	Dollar Tree Stores, Inc.
173	1190 E. Carson St	Dollar Tree Stores, Inc.
178	5340 W. Glendale Ave.	Dollar Tree Stores, Inc.
182	7620 W. Thomas Rd.	Dollar Tree Stores, Inc.
184	2810 W. Alhambra Road	Dollar Tree Stores, Inc.
185	1320 W. 11th Street	Dollar Tree Stores, Inc.
193	1120 Hacienda Blvd.	Dollar Tree Stores, Inc.
205	1675 W. Valencia Blvd.	Dollar Tree Stores, Inc.
206	7125 E. Golf Links Road	Dollar Tree Stores, Inc.
211	4920 S. Fort Apache Rd.	Dollar Tree Stores, Inc.
212	265 Marketplace Ave.	Dollar Tree Stores, Inc.
214	1293B Los Angeles Ave	Dollar Tree Stores, Inc.
217	20882 Mission Blvd.	Dollar Tree Stores, Inc.
220	8375 W. Thunderbird	Dollar Tree Stores, Inc.
221	1261 W. Central Ave.	Dollar Tree Stores, Inc.
228	2515 Somersville Road	Dollar Tree Stores, Inc.
230	10911 Victory Blvd.	Dollar Tree Stores, Inc.
234	18286 Collier Avenue	Dollar Tree Stores, Inc.
254	19201 Bear Valley Road	Dollar Tree Stores, Inc.
266	1824 W. 182nd St.	Dollar Tree Stores, Inc.
285	8900 Limonite Avenue	Dollar Tree Stores, Inc.
293	2320 Fletcher Parkway	Dollar Tree Stores, Inc.
297	3600 Klose Way	Dollar Tree Stores, Inc.
307	155 S. Rancho Santa Fe Rd.	Dollar Tree Stores, Inc.
311	2159-2167 Pacific Coas Hwy	Dollar Tree Stores, Inc.
312	4144 N. Oracle Road	Dollar Tree Stores, Inc.
317	12530 Day St.	Dollar Tree Stores, Inc.
318	12369 Poway Rd.	Dollar Tree Stores, Inc.
321	11732 South St.	Dollar Tree Stores, Inc.
325	1030 E Ave J	Dollar Tree Stores, Inc.
330	23300 Valencia Blvd	Dollar Tree Stores, Inc.
332	626 Cecil Avenue	Dollar Tree Stores, Inc.
334	40355 Winchester Road	Dollar Tree Stores, Inc.
340	543 N Azusa Ave	Dollar Tree Stores, Inc.
341	789 South Tustin Street	Dollar Tree Stores, Inc.
352	4440 Florin Rd	Dollar Tree Stores, Inc.
355	1851 Willow St	Dollar Tree Stores, Inc.
365	10848 Foothill Blvd	Dollar Tree Stores, Inc.
366	11274 S Fortuna Rd	Dollar Tree Stores, Inc.
371	26100 Newport Rd	Dollar Tree Stores, Inc.
372	11072 Magnolia St	Dollar Tree Stores, Inc.
375	6921 La Tijera Blvd	Dollar Tree Stores, Inc.
376	2522 S Grove Ave	Dollar Tree Stores, Inc.
377	300 Richmond St	Dollar Tree Stores, Inc.
379	NWC Hamner Ave & A St	Dollar Tree Stores, Inc.
380	450 N McKinley St	Dollar Tree Stores, Inc.
384	13721 Newport Ave	Dollar Tree Stores, Inc.

400	6820 De Soto Ave	Dollar Tree Stores, Inc.
403	2035 Durfee Ave	Dollar Tree Stores, Inc.
404	800 Buchanan Blvd	Dollar Tree Stores, Inc.
405	23920 Ironwood Ave	Dollar Tree Stores, Inc.
406	15727 Downey Ave	Dollar Tree Stores, Inc.
415	9751 Mission Gorge Rd	Dollar Tree Stores, Inc.
418	9937 Walker St	Dollar Tree Stores, Inc.
422	13237 Gladstone Ave	Dollar Tree Stores, Inc.
425	14551 Redhill Ave	Dollar Tree Stores, Inc.
428	2532 S Azusa Ave	Dollar Tree Stores, Inc.
429	12301 Norwalk Blvd	Dollar Tree Stores, Inc.
430	3699 Highway 95	Dollar Tree Stores, Inc.
443	1030 3rd Avenue	Dollar Tree Stores, Inc.
445	2809 Via Campo	Dollar Tree Stores, Inc.
448	1714 S Euclid Ave	Dollar Tree Stores, Inc.
2810	5809 E. Sam Houston Pkwy	Dollar Tree Stores, Inc.
2813	13749 State Hwy 249	Dollar Tree Stores, Inc.
2852	7061 Lawndale Street	Dollar Tree Stores, Inc.
2857	701 N. 13th Street	Dollar Tree Stores, Inc.
2860	5800 Bellaire	Dollar Tree Stores, Inc.
2886	1000 Stanton	Dollar Tree Stores, Inc.
All owned intellectual property		Dollar Tree Stores, Inc.

Exhibit B

ASSET PURCHASE AGREEMENT

by and among

99 CENTS ONLY STORES LLC

AND THE OTHER SELLERS NAMED HEREIN,

as Seller,

and

DOLLAR TREE STORES, INC.,

as Buyer

May [], 2024

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Exhibits and Schedules

Exhibit A:	Form of Sale Order
Exhibit B:	Form of Assumption and Assignment Order
Exhibit C:	Form of Assignment of IP
Schedule A:	Leases (including June Rent and Cure Costs)
Schedule B:	IP

ASSET PURCHASE AGREEMENT

This **ASSET PURCHASE AGREEMENT** (this “Agreement”) is dated as of May [], 2024 (the “Effective Date”) by and among (a) **99 CENTS ONLY STORES LLC**, a California limited liability company (the “Company”), and **99 CENTS ONLY STORES TEXAS, INC.**, a Delaware corporation (together with the Company, individually or collectively, as the context may require, “Seller”), and (b) **DOLLAR TREE STORES, INC.**, a Virginia corporation (together with its permitted designees, successors and assigns, “Buyer”).

RECITALS

A. Commencing on April 7, 2024 (the “Petition Date”), the Company, each other Seller and certain of their respective Affiliates filed voluntary petitions for relief under chapter 11 of the Bankruptcy Code in the United States Bankruptcy Court for the District of Delaware (the “Bankruptcy Court” and such bankruptcy proceeding, the “Bankruptcy”).

B. Each applicable Seller is the owner of (i) the tenant’s or lessee’s interest in those certain real property leases briefly described (and noted as belonging to it) on Schedule A (all of Seller’s right, title and interest in, to and under such real property leases, each a “Lease” and collectively the “Leases”) relating to certain store locations (the address of which, June Rent and anticipated cure costs also noted on such Schedule A for each applicable Lease) operated, or previously operated, by the Company or any of its Affiliates (each a “Store” and collectively the “Stores”) and (ii) the IP (as hereinafter defined).

C. Pursuant to an order issued by the Bankruptcy Court which is consistent with the terms of this Agreement, which approves the transactions contemplated herein pursuant to section 363 of the Bankruptcy Code, and which order shall be in the form of Exhibit A attached hereto (such order, the “Sale Order”), Buyer desires to purchase from Seller, and Seller desires to sell to Buyer, subject to and upon the terms and conditions contained in this Agreement, the Designation Rights and the IP.

D. Upon issuance of the Sale Order, (i) the Designation Rights shall be granted to Buyer and pursuant thereto, upon the terms and conditions set forth herein, Buyer shall have the right to acquire, or designate an Assignee to acquire, and Seller agrees to assume and assign to Buyer or an Assignee, the Designated Leases upon the issuance of an Assumption and Assignment Order and otherwise on the terms and conditions set forth herein and (ii) the IP shall be assigned to Buyer on the terms and conditions set forth herein.

E. Pursuant to the Final Order (I) Authorizing the Debtors to Assume Consulting Agreement, (II) Authorizing Store Closing Sales and Approving Related Procedures, (III) Authorizing Customary Compensation Enhancement, and (IV) Granting Certain Related Relief Docket No. 462, Buyer has agreed to purchase certain furniture, fixtures and equipment, including all of the retail shelving used by Debtors in the operation of the Stores set forth on Schedule A, for up to a total of \$1,724,767, subject to a final calculation pursuant to the terms of a separately documented bill of sale.

NOW, THEREFORE, in consideration of the mutual promises hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

ARTICLE 1

Definitions

Section 1.1 Definitions. Capitalized terms used in this Agreement shall have the meanings set forth below:

“Advisors” shall mean, with respect to any Person, any directors, officers, employees, investment bankers, financial or other professional advisors, accountants, agents, attorneys, consultants or other representatives of such Person.

“Affiliate” shall mean, respect to any Person, any other Person that, directly or indirectly, Controls, is Controlled by or is under common Control with such Person. The term “Affiliated” shall have the correlative meaning.

“Agreement” shall mean this Agreement, including all Exhibits and Schedules attached hereto, as the same may be amended, modified or supplemented from time to time in writing by Seller and Buyer.

“Approved Engineer” shall mean an architect, insurance examiner, contractor or engineer engaged by Seller and approved by Buyer (which approval shall not be unreasonably withheld, conditioned or delayed).

“Assignee” shall mean an Affiliate of Buyer designated by Buyer to take an assignment of a Designated Lease, by written notice to Seller, which designation can be made by Buyer in its sole and absolute discretion.

“Assigned Domains” shall have the meaning set forth in the definition of “IP”.

“Assigned Trademarks” shall have the meaning set forth in the definition of “IP”.

“Assignment of IP” shall mean an assignment with respect to the IP as provided in Section 2.2 in the form attached hereto as Exhibit C.

“Assumption and Assignment Notice” shall mean a notice provided by Seller to each landlord with respect to a Designated Lease made in accordance with and pursuant to the terms set forth in the Assumption and Assignment Order.

“Assumption and Assignment Order” shall have the meaning set forth in Section 9.2.

“Bankruptcy Code” shall mean Title 11, United States Code, 11 U.S.C. §§ 101-1532.

“Bankruptcy Court” shall have the meaning set forth in Recital A.

“Broker” shall have the meaning set forth in Article 11.

“Business Day” shall mean any day of the week other than (a) Saturday and Sunday, (b) a day on which banking institutions in the State of New York are obligated or authorized by law or executive action to be closed to the transaction of normal banking business, or (c) a day on which governmental functions in New York, New York or the State of New York are interrupted because of extraordinary events such as hurricanes, power outages, declarations of national or local emergency or acts of terrorism.

“Buyer” shall have the meaning set forth in the preamble of this Agreement.

“Buyer Assumption Notice” shall have the meaning set forth in Section 4.1.

“Buyer Representations” shall have the meaning set forth in Section 8.1.

“Buyer Representatives” shall have the meaning set forth in Section 6.1.

“Carrying Costs” means, with respect to any Store, all expenses related to utilities, property taxes and assessments, insurance policies maintained as set forth in Section 4.2(d), property loss (beyond any applicable insurance proceeds and so long as Seller or the landlord under the relevant Lease, as applicable, has maintained all applicable insurance policies as provided by this Agreement and the Leases and including, other than with respect to any Store that Buyer or an Assignee is not taking an assignment of, the amount of any deductible allocated to such loss) and the continuation of existing levels of maintenance in the manner and to the extent existing as of the Petition Date, or required under the Lease, which are not included in June Rent and which expenses are attributable to the period commencing June 1, 2024 and ending on the earlier of: (i) the Lease Assignment Closing for such Store or (ii) one (1) day after the effective date of rejection of the Lease applicable to such Store, so long as Seller has promptly filed a motion to reject such Lease, which shall contain an effective date of rejection that is acceptable to Buyer, upon the earlier of: (x) the date that Buyer notifies Seller in accordance with the terms hereof that it does not desire to assume such Lease or (y) the Expiration Date. In addition, Carrying Costs shall include an amount equal to July Rent with respect to the applicable amounts due to such landlords.

“Cash Consideration” shall mean the Designation Rights Consideration and the IP Consideration.

“Code” shall mean the Internal Revenue Code of 1986, and all amendments thereto and all regulations issued thereunder.

“Consequential Damages” shall mean, with respect to an indemnified matter, consequential, speculative or similar special damages incurred by the indemnified party.

“Control” shall mean, with respect to any Person, (a) the ownership of more than fifty percent (50%) of the Equity Interests of such Person or (b) the power (whether or not exercised) to elect a majority of the directors or managers of such Person or to exercise voting control of such Person or to otherwise direct or cause the direction of the management and policies of such Person through the ownership of Equity Interests, whether by contract or otherwise. The terms “Controlled by”, “Controlling” and “under common Control with” shall have their respective correlative meanings.

“Cure Costs” shall have the meaning set forth in Section 2.5.

“Deposit” shall have the meaning set forth in Section 3.1.

“Designated Leases” shall mean the Leases designated by Buyer pursuant to the provisions of Section 4.1.

“Designation Rights” shall mean the exclusive right to irrevocably, subject to the express provisions herein, select, identify and designate (on one or more occasions) Leases as Designated Leases in respect of which Buyer, or its Assignee, will, subject to the terms and conditions provided for in this Agreement and the Sale Order, acquire all of Seller’s right, title and interest in and to the applicable Designated Leases, together with all of Seller’s right, title and interest in and to certain related assets as set forth in Article 4.

“Designation Rights Consideration” shall mean Twelve Million Eight Hundred Eighty-Five Thousand and No/Dollars (\$12,885,000).

“Designation Rights Period” shall mean, with respect to any Lease, the period commencing on the date that the Sale Order becomes a final, nonappealable order and ending on the date which is the earliest of (i) the date on which such Lease is assumed and assigned to Buyer or an Assignee, (ii) the date on which Seller has received a notice from Buyer that Buyer has elected not to designate such Lease as a Designated Lease (an “Undesignated Lease”), and (iii) the Expiration Date (or, to the extent the landlord with respect to the applicable Lease consents to the extension of the deadline for assumption or rejection of such Lease to a later date, such later date as is reasonably acceptable to Buyer).

“Designated Store” shall mean a Store that is the subject of a Designated Lease.

“DIP Credit Agreement” shall mean that certain Senior Secured Super-Priority Debtor-in-Possession Term Loan Credit Agreement by and among (a) 99 Cents Only Stores LLC, as borrower, (b) Number Holdings, Inc., and each of its subsidiaries (other than 99 Cents Only Stores LLC, 99 Cents Only Foundation, and BW Global Logistics (Hong Kong) Ltd.) as guarantors, (c) TC Lending, LLC, as administrative agent, and (d) the lenders party thereto from time to time.

“Dollars” and the sign “\$” mean the lawful money of the United States of America.

“Effective Date” shall have the meaning set forth in the Preamble of this Agreement.

“Environmental Laws” shall any and all federal, state, municipal and local laws, statutes, ordinances, rules, regulations, binding guidance or policies, orders, decisions, determinations, decrees or judgments, whether statutory or common law, as amended from time to time, now or hereafter in effect, or promulgated, pertaining to pollution, the environment, natural resources, public health and safety and industrial hygiene (in each case, as the same relate to Hazardous Substances), including the management, use, generation, manufacture, labeling, registration, production, storage, release, discharge, spilling, leaking, emitting, injecting, escaping, abandoning, dumping, disposal, handling, treatment, removal, decontamination, cleanup, transportation or regulation of or exposure to any Hazardous Substance, including the Industrial Site Recovery Act, the Clean Air Act, the Clean Water Act, the Toxic Substances Control Act, the Comprehensive

Environmental Response Compensation and Liability Act, the Resource Conservation and Recovery Act, the Federal Insecticide, Fungicide, Rodenticide Act, the Safe Drinking Water Act and the Occupational Safety and Health Act (as it relates to Hazardous Substances).

“Equity Interests” shall mean, with respect to any Person, any and all shares, interests, participations or other equivalents, including limited liability company interests or membership interests (however designated, whether voting or nonvoting), of equity of such Person, including, if such Person is a partnership, partnership interests (whether general or limited) and any other interests or participations that confer on a Person the right to receive a share of the profits and losses of, or distributions of assets of, such partnership.

“ERISA” shall mean the Employee Retirement Income Security Act of 1974, as amended.

“Expiration Date” shall have the meaning set forth in Section 4.1.

“Final Closing Statement” shall have the meaning set forth in Section 10.4(b).

“Governmental Authorities” shall mean, collectively, any government, court, regulatory or administrative agency, commission or authority or other governmental instrumentality, federal, state, municipal or local, domestic, foreign or multinational entity or body having jurisdiction over (a) the Person in question or (b) the applicable Store or any part thereof.

“Hazardous Materials” shall mean each and every element, compound, chemical mixture, emission, contaminant, pollutant, material, waste or other substance (including radioactive substances, whether solid, liquid or gaseous) which is defined, determined or identified as hazardous or toxic under any Environmental Law or for which liability or standards of care or a requirement for investigation or remediation are imposed under, or that are otherwise subject to, any Environmental Law, including, without limitation, asbestos, asbestos containing materials, urethane, polychlorinated biphenyls, any petroleum product, petroleum derived products and/or its constituents or derivatives, and any caustic, flammable or explosive materials. Without limiting the generality of the foregoing, the term shall mean and include:

- (a) “hazardous substances” as defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, the Superfund Amendment and Reauthorization Act of 1986, or Title III of the Superfund Amendment and Reauthorization Act, each as amended, and regulations promulgated thereunder; excluding, however, common maintenance and cleaning products of a type and in a quantity regularly found at properties with a standard of operation and maintenance comparable to the applicable Store;
- (b) “hazardous waste” and “regulated substances” as defined in the Resource Conservation and Recovery Act of 1976, as amended, and regulations promulgated thereunder;
- (c) “hazardous materials” as defined in the Hazardous Materials Transportation Act, as amended, and regulations promulgated thereunder;
- (d) “chemical substance or mixture” as defined in the Toxic Substances Control Act, as amended, and regulations promulgated thereunder; and

(e) “hazardous materials” as defined under all applicable environmental protection statutes of each state and municipality in which the Demised Premises are located.

“IP” shall mean all: (a) trademarks, service marks, trade names, fictional business names, commercial names, certification marks, collective marks and other proprietary rights to any words, names, slogans, symbols, logos, devices or combinations thereof used to identify, distinguish and indicate the source or origin of goods or services, used in or held for use in connection with any business of any Seller in the United States of America, Canada or Mexico as previously or currently conducted or as contemplated to be conducted, and registrations, renewals, applications for registrations, equivalents and counterparts of the foregoing, including those identified on Schedule B (“Assigned Trademarks”), (b) internet electronic addresses, uniform resource locators and alphanumeric designations associated therewith, used in or held for use in connection with any business of any Seller in the United States of America, Canada or Mexico as previously or currently conducted or as contemplated to be conducted, and registrations and applications for registration of any of the foregoing, including those identified on Schedule B (“Assigned Domains”), (c) the goodwill of the business associated with the Assigned Trademarks and Assigned Domains and the goodwill otherwise connected with the use thereof and symbolized by the Assigned Trademarks and Assigned Domains, (d) the right to file, prosecute and maintain the Assigned Trademarks and Assigned Domains, (e) the right to collect royalties, fees or other payments or proceeds now and hereafter due and payable with respect to the Assigned Trademarks and the Assigned Domains, and (f) the right to initiate causes of action for injunctive relief and other remedies of any kind for all past, present and future infringement or misappropriation of the Assigned Trademarks and the Assigned Domains, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, violation, misuse, breach or default, with the right to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

“IP Closing Date” shall mean the first (1st) Business Day after the effectiveness of the Sale Order.

“IP Consideration” shall mean One Hundred Fifteen Thousand and No/Dollars (\$115,000).

“June Rent” shall mean the amount shown in the column identified as “Monthly Gross Rent” on Schedule A for all Leases (whether or not Buyer elects to assume, or designate the assumption of, any such Leases).

“July Rent” shall mean an amount equal to (i) the base rent plus (ii) CAM, taxes and insurance charges, all in amounts calculated in the same manner as such amounts were used in the definitions of June Rent for all Leases for which the Seller has not received direction from the Buyer to either assume and assign to a third-party or reject prior to 5:00 pm (ET) on June 30, 2024, to the extent such amounts are due (x) to the applicable landlords of the Leases with respect to such amounts due to such landlords and (y) as a result of any delay caused by Buyer which would prevent the assumption and assignment to a third-party or rejection of such Lease in an orderly manner to be deemed effective prior to the date such amounts are due.

“Laws and Regulations” shall mean, collectively, all present and future building, fire, sanitary, zoning, environmental, housing and other statutes, laws, ordinances, codes, orders, restrictions, resolutions, requirements, rules and regulations of all Governmental Authorities having

jurisdiction with respect to the Leases or Stores or any thereof, including, without limitation, landmark designations and all zoning variances and special exceptions, if any.

“Lease” or “Leases” shall have the meaning set forth in Recital B.

“Lease Assignment Closing” shall mean the consummation of the assignment of any Designated Leases as contemplated pursuant to the terms of this Agreement.

“Lease Assignment Closing Date” shall have the meaning set forth in Section 4.1.

“Losses” shall mean, with respect to a particular indemnified matter, any and all claims, demands, causes of action, losses, liabilities, costs and expenses (including reasonable attorneys’ fees, court costs and disbursements) arising from or in connection with such matter, but excluding in all cases Consequential Damages.

“made available to Buyer” (or words to similar effect herein) shall mean that the applicable information or documentation has been posted to any virtual data room for the transactions contemplated by this Agreement to which Buyer or its Affiliates have been given access as of the applicable date or otherwise.

“NDA” shall have the meaning set forth in Section 6.2.

“OFAC” shall mean the Office of Foreign Assets Control of the Department of Treasury.

“Ordinary Course” shall mean the ordinary and usual course of operations of a Store, consistent with past practice and taking into account the preparation, commencement and pendency of the Bankruptcy.

“Parties” shall mean, collectively, Seller and Buyer.

“PDF” shall have the meaning set forth in Section 15.6.

“Person” shall mean any individual, estate, trust, partnership, limited liability company, limited liability partnership, corporation, governmental agency or other legal entity and any unincorporated association.

“Petition Date” shall have the meaning set forth in Recital A.

“Preliminary Closing Statement” shall have the meaning set forth in Section 10.4(b).

“Purchase Price” shall mean the Cash Consideration and the Cure Costs.

“Remaining Lease Carrying Cost Reimbursement Date” shall mean (i) with respect to any Lease for which Seller has received a notice from Buyer that Buyer has elected not to designate such Lease as a Designated Lease, the date that is one (1) day after the effective date of an order issued by the Bankruptcy Court either (x) rejecting the Lease applicable to such Store, or (y) approving the assumption of the Lease by Seller and the assignment of the Lease to a third-party, or (ii) for Leases that are not covered by (i) above, the Expiration Date.

“Sale Order” shall have the meaning set forth in Recital C.

“Seller” shall have meaning set forth in the preamble of this Agreement.

“Seller Failure” shall have the meaning set forth in Section 12.2(a).

“Seller Parties” shall mean Seller, its Affiliates and its and their direct and indirect owners, agents, officers, directors, trustees, Advisors, brokers, managers, members, partners, employees, representatives, principals, Affiliates, contractors, attorneys, accountants and other consultants, or the successors and assigns of any of the foregoing parties.

“Seller Representations” shall mean the representations and warranties of Seller expressly set forth in Section 8.2.

“Seller’s Actual Knowledge” shall have the meaning set forth in Section 8.3.

“State” shall mean the state or commonwealth in which each Store is located.

“Store” or “Stores” shall have the meaning set forth in Recital B.

“Threshold” shall have the meaning set forth in Section 4.1.

“Trade Fixtures” shall mean any racking, shelving, checkout counters, partitions, office furniture and window treatments.

“Undesignated Lease” shall have the meaning set forth in the definition of “Designation Rights Period”.

ARTICLE 2

Agreement; Purchase Price

Section 2.1 Agreement to Sell and Purchase the Designation Rights. In consideration of the payment of the Designation Rights Consideration and the other payments as made and identified in Section 2.3 below and for other good and valuable consideration, effective immediately upon the entry of the Sale Order, and without any further action of Seller or any other Person, Seller hereby (i) grants to Buyer the Designation Rights, and (ii) agrees to sell, assign, transfer and convey, at Buyer’s option, the Designated Leases to Buyer, and Buyer hereby (A) accepts such grant of the Designation Rights and (B) agrees to purchase, acquire, accept and assume, as applicable, the Designated Leases from Seller, subject to and in accordance with the terms and conditions of this Agreement. For the avoidance of doubt, the sale, transfer, assignment and conveyance of the Designation Rights provided for herein shall not effectuate a sale, transfer, assignment or conveyance of any Lease or any related assets of Seller to Buyer or an Assignee, which shall only be effectuated on a Lease Assignment Closing. Buyer acknowledges that Seller has or shall decline to reject the Leases in connection with the Bankruptcy in reliance upon Buyer’s agreement to purchase the Designated Rights upon the terms set forth in this Agreement.

Section 2.2 Agreement to Sell and Purchase the IP. In consideration of the payment of the IP Consideration and for other good and valuable consideration, effective immediately upon the entry of the Sale Order, Seller shall sell, assign, transfer and convey to Buyer or an Assignee all of Seller's right, title and interest in and to the IP, and shall deliver to Buyer the Assignment of IP duly executed by each Seller. Buyer agrees that it (or its Assignee) will not further sell, assign, transfer or convey the IP (other than to an affiliate) for a period of 3 years from the date of entry of the Sale Order. The provisions of this section 2.2 shall survive closing.

Section 2.3 Payments. The following amounts shall be paid by Buyer to Seller as consideration for the purchase and sale of the Designation Rights and the IP as follows: (i) within one (1) Business Day after entry of the Sale Order, Buyer shall pay to Seller an amount equal to the Cash Consideration less the amount of the Deposit, and at such time the full amount of the Cash Consideration (which includes the Deposit) shall be deemed released to and earned by Seller, and (ii) upon the later of (A) one (1) Business Day following entry of the Sale Order and (B) May 29, 2024, Buyer shall pay to Seller an amount equal to June Rent, which Seller shall pay directly to the applicable landlords of the Leases with respect to the applicable amounts due to such landlords or, if Seller has already paid such amounts, shall be retained by Seller as reimbursement thereof.

Section 2.4 Agreement to Assign the Designated Leases. Effective immediately upon the entry of the Sale Order, but subject to the entry of any applicable Assumption and Assignment Order, Seller hereby agrees to sell, assign, transfer and convey, at Buyer's option, the Designated Leases to Buyer, or an Assignee, and Buyer, or such Assignee, shall purchase, acquire, accept and assume the Designated Leases from Seller, subject to and in accordance with the terms and conditions of this Agreement.

Section 2.5 Cure Costs. With respect to each Designated Lease, on the Lease Assignment Closing Date relating to such Designated Lease, Buyer shall pay to Seller for further payment to the applicable landlord for such Designated Lease an amount equal to the cure costs approved by the Bankruptcy Court (adjusted to the extent such amounts differ from the amounts as shown in the column identified as "Cure Schedule" on Schedule A as a result of an agreement between Buyer and the applicable landlord) for such Designated Lease (the "Cure Costs").

ARTICLE 3

Deposit

Section 3.1 Deposit. Seller acknowledges that Buyer has paid into escrow an amount equal to One Million Three Hundred Thousand and No/Dollars (\$1,300,000) (the "Deposit").

ARTICLE 4

Election to Assume/Take Assignment of Designated Leases

Section 4.1 Election. Subject to the terms and conditions of this Agreement, any Assumption and Assignment Order and the requirements of section 365(b) of the Bankruptcy Code, by no later than June 30, 2024 (the "Expiration Date"), Buyer may, by written notice to

Seller (a “Buyer Assumption Notice”), designate one or more of the Leases for assumption and assignment, in Buyer’s sole and absolute discretion, which can be exercised with respect to any number, or none, of the Leases prior to the Expiration Date. Such notice shall provide the following information: (i) the Lease being assumed and assigned and (ii) the identity of the Assignee, if any. Buyer (or its Assignee) shall have the exclusive right to take an assignment of any Leases and to negotiate with the landlords with respect thereto (it being understood that, upon written notification by Buyer to Seller that Buyer will not elect to have a Lease assigned to it, Seller shall have the right to then reject or assign such Lease to another party). The Designation Rights shall terminate upon 5:00 p.m. ET on the Expiration Date. Within one (1) Business Day following the date of Seller’s receipt of a Buyer Assumption Notice, Seller shall file with the Bankruptcy Court and serve on the applicable lessor(s) and other appropriate notice parties (as applicable) an appropriate notice and shall seek entry by the Bankruptcy Court of an Assumption and Assignment Order in respect of the Designated Lease or Designated Leases subject to such Buyer Assumption Notice. The Parties agree to close the assumption and assignment of any Designated Leases on the first (1st) Business Day after an Assumption and Assignment Order is entered by the Bankruptcy Court (each, as applicable, a “Lease Assignment Closing Date”). In the event Buyer has designated fewer than 95 Leases as Designated Leases (the “Threshold”) as of July 1, 2024, Buyer will, within three (3) Business Days, pay to Seller by wire transfer of immediately available funds an additional payment equal to Twenty-Five Thousand and No/Dollars (\$25,000) per Lease between the number of Designated Leases and the Threshold; provided that if Buyer does not acquire the Designation Rights to any of the Leases, the Threshold will be reduced by a commensurate amount.

Section 4.2 Seller’s Obligations During Designation Rights Period. During the Designation Rights period, Seller shall be obligated as follows:

(a) Subject to reimbursement by Buyer to Seller as provided in Section 10.4 below, Seller shall pay when due any and all Carrying Costs with respect to each Store as required under the related Lease in such amounts as are required under the terms of the applicable Lease and any other applicable agreement to which Seller or any of its Affiliates is a party pertaining to such Store. Seller shall not pay any amount due from Seller pursuant to any provision of this Agreement using any security deposit associated with any Store, Lease or other related agreement.

(b) During the Designation Rights Period, Seller shall not, and shall not solicit any other Person to, (A) sell, transfer, assign, convey, lease, license, mortgage, pledge or otherwise encumber any Store, related Lease or related asset (other than with respect to any Undesignated Lease and its related Store), (B) modify, amend or replace any Lease in any fashion (provided that, in consultation with the DIP Agent, Seller shall use commercially reasonable efforts to comply with all instructions from Buyer as to the renewal (or lack of renewal) of each Lease that comes up for renewal), (C) enter into any new leases or related agreements with respect to any Store (other than the applicable Store with respect to any Undesignated Lease), (D) grant or terminate any other interests in any Store, related Lease or related asset (other than with respect to any Undesignated Lease and its related Store) or (E) seek or obtain an order approving rejection of a Lease unless Buyer has delivered a written notification to Seller that Buyer will not elect to have such Lease assigned to it.

(c) During the Designation Rights Period, Seller shall provide Buyer with full access to a data room containing complete copies of all Leases (including, without limitation, all material notices delivered by any Person pursuant thereto or in connection therewith to the extent in Seller's or any of its Affiliates' possession or control) and shall respond promptly to any reasonable requests by Buyer for further information regarding the Leases of the Stores.

(d) During the Designation Rights Period, Seller shall bear the risk of loss or damage to the Stores and Seller shall continue all insurance policies with respect to the Stores, including, but not limited to, comprehensive public liability, casualty and umbrella liability insurance and all other insurance required to be maintained under any Lease, until the end of the Designation Rights Period (unless Buyer has delivered a written notification to Seller that Buyer will not elect to have such Lease assigned to it) in such amounts as it currently has in effect or, if greater, in such amounts as required under any Lease.

(e) During the Designation Rights Period, Seller shall use commercially reasonable efforts to cause the landlords under the Leases (but shall not be required to bring an action against any such landlord) to maintain the insurance policies that are required under the Leases with respect to the Stores and the shopping centers in which the Stores are located.

(f) During the Designation Rights Period, Seller shall continue to perform repairs and maintenance and provide security services at the Stores in the manner and to the extent in place as of the Petition Date or required under the Leases.

(g) During the Designation Rights Period, Seller shall use commercially reasonable efforts to cause the landlords under the Leases (but shall not be required to bring an action against any such landlord) to perform such parties' covenants, agreements and obligations under the Leases (including repair and maintenance obligations) with respect to the Stores and the shopping center in which the Stores are located.

Section 4.3 Assumption.

(a) With respect to any Designated Lease:

- (i) Buyer and Seller shall each use commercially reasonable efforts to accomplish, and shall fully cooperate with each other in, the resolution of any objections to the proposed assumption and assignment of such Lease and related assets, provided that Seller shall have no requirement to contribute to any Cure Costs or Carrying Costs as provided by Section 10.4(a), and, provided further, that Buyer shall use commercially reasonable efforts to cause any Assignee to use such efforts as required; and
- (ii) Buyer shall have no liability or obligations, other than for the payment of June Rent (provided that the amounts paid hereunder to Seller for June Rent have been distributed to the applicable landlords), Cure Costs and Carrying Costs as provided by Section 10.4(a), with respect to any liabilities, claims, damages or other obligations of any Seller under such Lease or otherwise with respect to the Store subject to such Lease (including with respect to any related assets sold, transferred, assigned and conveyed together with

such Lease), to the extent arising through and including the Lease Assignment Closing Date.

(b) Each Party shall bear its own costs and expenses of obtaining entry of an Assumption and Assignment Order and otherwise implementing the sale, transfer, assignment, conveyance and delivery of the applicable Lease and related assets to the applicable Assignee, including, without limitation, the filing and prosecution of any motions or other papers with respect to the same.

ARTICLE 5

Personal Property/Trade Fixtures

Section 5.1 Removal. Prior to each Lease Assignment Closing, and except as may be further negotiated by Seller and Buyer, Seller shall remove all of its inventory from the applicable Store. In addition and except as may be further negotiated by Buyer and Seller, if, prior to each Lease Assignment Closing, Seller does not remove Trade Fixtures in any applicable Designated Store, such Trade Fixtures shall be deemed abandoned to Buyer or the applicable Assignee effective upon the Lease Assignment Closing.

Inspection and Confidentiality

Section 6.1 Access. Buyer, personally or through its authorized agents or representatives (the “Buyer Representatives”), shall have the right at its own expense, from the Effective Date through the applicable Lease Assignment Closing Date, to enter into any Store and to make such investigations, including appraisals, engineering studies, soil tests, environmental studies and underwriting analyses, as Buyer deems necessary or advisable, subject to the following conditions and limitations: (a) such entry and investigations shall be conducted at reasonable times and upon forty-eight hours’ prior written notice to Seller; (b) a representative of Seller shall have the right to be present during such entry or investigations; (c) such entry or investigations shall be subject to the rights of any tenants or other counterparties under Leases and neither Buyer nor any Buyer Representatives shall interfere with the use, occupancy or enjoyment of the Stores by any such Persons or their respective employees, contractors, customers or guests; (d) neither Buyer nor Buyer Representatives shall damage such Stores or any portion thereof; (e) unless Seller agrees otherwise, before Buyer or Buyer Representatives conduct any investigations or inspections of such Stores, including inspections of building systems or any invasive testing or inspections, Buyer or Buyer Representatives, as applicable, shall deliver to Seller a certificate of insurance naming Seller as an additional insured, evidencing commercial general liability insurance (including property damage, bodily injury and death) issued by an insurance company having a rating of at least “A-/VII” by A.M. Best Company, with limits of at least \$3,000,000 per occurrence and \$5,000,000 in the aggregate for bodily or personal injury or death; (f) without Seller’s prior written consent, which Seller may give or withhold in its sole and absolute discretion, Buyer shall not perform any invasive testing at, on or around such Stores, including, without limitation, any Phase II exams, soil borings or other invasive tests; (g) Buyer shall use commercially diligent efforts to perform all on-site due diligence reviews on an expeditious and efficient basis; and (h) Buyer shall indemnify, hold harmless and defend the Seller Parties from and against all Losses resulting from or relating to any entry and/or inspections

conducted by Buyer or Buyer Representatives, including, without limitation, Losses incurred in making any and all repairs necessitated to cure any damage to such Stores resulting from such activities but excluding Losses from the mere discovery of conditions existing as of the time of inspection. The foregoing indemnification obligation shall survive the applicable Lease Assignment Closing or termination of this Agreement.

Section 6.2 Confidentiality. The Parties acknowledge that Buyer or its applicable Affiliates have executed a joinder to a certain non-disclosure agreement in favor of Seller or its Affiliates in connection with the transactions contemplated by this Agreement (the “NDA”).

ARTICLE 7

Conditions Precedent, Casualty Damage or Condemnation

Section 7.1 Conditions Precedent For Lease Assignment Closings Favoring Buyer.

(a) Buyer’s obligations under this Agreement with respect to any Lease Assignment Closings are subject to the timely fulfillment of the conditions set forth in this Section 7.1 on or before any Lease Assignment Closing Date. Each condition may be waived in whole or in part only by written notice of such waiver from Buyer to Seller:

(i) Seller shall have executed and delivered to Buyer all instruments and documents required to be delivered to Buyer at Lease Assignment Closing under this Agreement;

(ii) Seller shall have performed and complied in all material respects with all of the other terms of this Agreement to be performed and complied with by it prior to or at a Lease Assignment Closing;

(iii) subject to Section 8.4, on any Lease Assignment Closing Date, the Seller Representations as applicable to the Designated Leases which are the subject of any such Lease Assignment Closing Date, shall be true, complete and accurate, in all material respects, on and as of the Effective Date and on and as of the Lease Assignment Closing Date as if then remade on and as of the Lease Assignment Closing Date, except that Seller shall not be deemed to have breached the foregoing condition precedent by reason of: (A) changes that are: (1) caused by the acts or omissions of Buyer or any Buyer Representatives, (2) a result of the ownership or operation of Stores in the Ordinary Course occurring after the Effective Date and that did not arise by reason of a breach of any covenant made by Seller under this Agreement; or (3) caused by matters that are outside of the reasonable control of Seller and that did not arise by reason of a breach of any covenant made by Seller under this Agreement; or (B) casualty or condemnation (which shall be governed exclusively by Section 7.3);

(iv) There shall not be in effect any Order by a Governmental Authority of competent jurisdiction restraining, enjoining or otherwise prohibiting the consummation of the transactions contemplated by the applicable Lease Assignment Closings; and

(v) The Bankruptcy Court shall have entered an Assumption and Assignment Order with respect to the applicable Designated Lease and such order shall be a final, nonappealable order and Seller shall have provided an Assumption and Assignment Notice to each

applicable landlord in accordance with the terms and conditions of the Assumption and Assignment Order.

(b) If the conditions precedent in favor of Buyer set forth above in Section 7.1(a) are not satisfied in all material respects as of a Lease Assignment Closing Date, Buyer may elect in its sole discretion not later than the Lease Assignment Closing Date, and as its sole remedy, either to: (i) waive such condition and proceed with the Lease Assignment Closing as contemplated by this Agreement (without any reduction in the Purchase Price), it being agreed by Seller that Buyer shall have the option to elect to waive the failure of a condition as to less than all of the Designated Leases with respect to such Lease Assignment Closing and that Buyer's obligation to proceed with any such Lease Assignment Closing under this Agreement shall be with respect to those of the Designated Leases where such conditions were either timely fulfilled, or were waived in writing by Buyer; (ii) terminate Buyer's obligation to close the transactions contemplated with respect to such Lease Assignment Closing; or (iii) to the extent such failure is the result of a Seller default hereunder beyond applicable notice and cure periods expressly provided for herein, exercise its rights and remedies under Section 12.2.

(c) Buyer acknowledges and agrees that its obligation to perform under this Agreement and consummate any Lease Assignment Closing is not contingent upon Buyer's ability to obtain any (i) governmental or quasi-governmental approval of changes or modifications in use or zoning, (ii) modification of any existing land use restrictions, or (iii) consents to assignments of any service contracts or other agreements which Buyer requests.

Section 7.2 Conditions Precedent Favoring the Seller. Seller's obligations with respect to any Lease Assignment Closings are expressly subject to the timely fulfillment of the conditions set forth in this Section 7.2 on or before any Lease Assignment Closing Date. Each condition may be waived in whole or part only by written notice of such waiver from Seller to Buyer, it being agreed by Buyer that Seller may elect to waive the failure of a condition as to one or more of the Designated Leases, in which event, Buyer shall have the obligation to proceed to Lease Assignment Closing under this Agreement with respect to those of the Designated Leases where such conditions were either timely fulfilled, or were waived in writing by Seller:

(a) Buyer shall have executed and delivered to Seller all instruments and documents required to be delivered by Buyer at Lease Assignment Closing under this Agreement;

(b) Buyer shall have performed and complied in all material respects with all of the terms of this Agreement to be performed and complied with by Buyer prior to a Lease Assignment Closing;

(c) The Buyer Representations shall be true, accurate and complete in all material respects on and as of the Effective Date and on and as of the Lease Assignment Closing Date as if then remade on and as of the Lease Assignment Closing Date; and

(d) The Bankruptcy Court shall have entered an Assumption and Assignment Order and such order shall be a final, nonappealable order.

Section 7.3 Risk of Casualty and Condemnation.

(a) If, during the Designation Rights Period, all or any part of any Store (other than a Store (x) that has already been the subject to a Lease Assignment Closing or (y) for which Seller has received a notice from Buyer that Buyer has elected not to designate the Lease related to such Store as a Designated Lease) is damaged by fire or other casualty or becomes the subject of any eminent domain proceedings, (i) Seller shall promptly give notice to Buyer of such fact and thereafter, promptly following Seller's receipt thereof, (x) with respect to any casualty, an estimate of the cost and time to restore prepared by an Approved Engineer and a summary of the obligations of the landlord and tenant under the applicable Lease with respect to such casualty and (y) with respect to any condemnation, to the extent to which the Store will be affected by such condemnation and a summary of the landlord and tenant under the applicable Lease with respect to such condemnation and (ii) Buyer may, at Buyer's option and in its sole discretion, (x) if such casualty or condemnation could reasonably be expected to (1) adversely affect the operation of the applicable Store, (2) require Buyer or the Assignee to incur restoration costs and expenses (other than in a de minimis amount) or (3) trigger any party's right to terminate the applicable Lease pursuant to its terms, remove the Designated Lease relating to such Designated Store from the Leases being assigned and assumed on any Lease Assignment Closing Date and proceed to such Lease Assignment Closing in accordance with the terms hereof with no reduction in the Purchase Price or (y) proceed with the Lease Assignment Closing with such Designated Lease included; provided, however, that Buyer shall participate with Seller in the adjustment and settlement of such casualty insurance claim and Seller shall assign to Buyer at such Lease Assignment Closing all of Seller's right, title and interest in and to the insurance proceeds payable on account of such damage (net of collection costs and costs of repair with respect to such casualty reasonably incurred by Seller), including without limitation, rental interruption insurance with respect to periods following the Lease Assignment Closing.

ARTICLE 8

Representations, Warranties and Covenants

Section 8.1 Buyer Representations. Subject to the limitations set forth in this Agreement, Buyer hereby represents and warrants to, and covenants with, Seller as follows (the "Buyer Representations"):

(a) Buyer acknowledges that it is an experienced and sophisticated operator of retail discount variety stores similar to the Stores and that, prior to the Effective Date, it has had a full and complete opportunity to (i) review all information and documentation relating to the Stores and Leases made available to Buyer by or on behalf of Seller and (ii) conduct such other investigations, examinations, inspections and analyses of the Stores as Buyer has deemed necessary or appropriate. Buyer further acknowledges that, except for the Seller Representations, Buyer has not relied upon any statements, representations or warranties by any Seller Party or any agent of any Seller Party, including Broker;

(b) Buyer acknowledges and agrees that, upon the Lease Assignment Closing for a Designated Lease, it is agreeing to take such assignment subject to the Designated Lease and the Designated Store being in **"AS IS, WHERE IS" AND "WITH ALL FAULTS, LIABILITIES**

AND DEFECTS, LATENT OR OTHERWISE, KNOWN OR UNKNOWN” basis condition with respect to all facts, circumstances, conditions and defects (and Seller shall have no obligation to determine or correct any such facts, circumstances, conditions or defects and Buyer assumes the full risk of any loss or damage occasioned by any fact, circumstance, condition or defect pertaining to such Designated Leases and Designated Stores), and, subject to Section 7.3 of this Agreement, loss by casualty or condemnation excepted, with no right of set-off or, except as expressly set forth herein, reduction in the Purchase Price, and that, except for the Seller Representations, such sale shall be without representation or warranty of any kind, express or implied, including any warranty of income potential, operating expenses, uses, merchantability or fitness for a particular purpose, and Seller does hereby disclaim and renounce any such representation or warranty. Buyer specifically acknowledges that, except as expressly provided in the Seller Representations, Buyer is not relying on, either directly or indirectly, any representations or warranties of any kind whatsoever, express or implied, from Seller, any other Seller Party or any other Person as to any matters concerning the Designated Leases and Designated Stores, including, without limitation: (i) the income from or value of any Designated Lease; (ii) any income to be derived from any Designated Store; (iii) the suitability of any Designated Store or Designated Lease for any and all activities and uses which Buyer may conduct thereon, including the possibilities for further development or construction thereon; (iv) the habitability, merchantability, marketability, profitability or fitness for a particular purpose of any Designated Store or any improvements thereon; (v) the manner, quality, state of repair or lack of repair of any Designated Store (including the roof, foundation, HVAC systems or any other component of such Designated Store or any improvements thereon); (vi) the nature, quality or condition of, including with respect to water conditions, soil, geological or geotechnical condition (including soil expansiveness, corrosivity or stability, or seismic, hydrological, geological and topographical conditions and configurations, including, without limitation, any opinions or conclusions of any soils engineer(s) retained to perform geotechnical and/or soils studies or to oversee any soils engineering aspects of developing any Designated Store); (vii) the compliance of or by Seller, any Designated Store, or its operation with any Laws and Regulations; (viii) the manner or quality of the construction or materials incorporated into any Designated Store; (ix) compliance with Environmental Laws or land use laws, rules, regulations, orders, codes or requirements, including the Americans with Disabilities Act of 1990; (x) the presence or absence of radon gas, methane gas, asbestos any other Hazardous Materials at, on, under or adjacent to any Designated Store; (xi) the conformity of any improvements to any plans or specifications, including, without limitation, any plans and specifications that may have been or may be provided to Buyer; (xii) the conformity of any Designated Store to past, current or future applicable zoning or building requirements; (xiii) deficiency of any shoring; (xiv) deficiency of any drainage; (xv) the fact that all or a portion of any Designated Store may be located on or near an earthquake fault line or in or near an earthquake or seismic hazard zone; (xvi) the existence of vested land use, zoning or building entitlements affecting any Designated Store; (xvii) water rights or the availability of or access to water; (xviii) the presence or suitability of any utilities or availability thereof; (xix) the completeness or accuracy of any information provided to Buyer by the Seller Parties or their agents; (xx) any knowledge that any Seller Party may have relating to the any Designated Store or Designated Lease that is has, or has not, shared with Buyer; and/or (xxi) any other matter relating to any Designated Store or to the development, construction, operation, leasing or sale of any Designated Store. Buyer acknowledges that to the extent required to be operative, the disclaimers and warranties contained herein are “conspicuous” disclaimers for purposes of any

applicable law, rule, regulation or order. Buyer further acknowledges and agrees that, except for the Seller Representations (as the same may be updated at any applicable Lease Assignment Closing), no Seller Party is under any duty to make any affirmative disclosures or inquiry regarding any matter which may or may not be known to Seller or any of the other Seller Parties, and Buyer, for itself and for its successors and assigns, hereby expressly waives and releases each of the Seller Parties from any such duty that otherwise might exist; provided, however, that the foregoing provision shall not prevent Buyer from relying on the Seller Representations, subject to the limitations and conditions relating thereto set forth in this Agreement;

(c) Except as expressly provided below in this Section 8.1(c), Buyer, for Buyer and Buyer's successors and assigns, irrevocably and unconditionally releases the Seller Parties from, and irrevocably and unconditionally waives all claims and liabilities against the Seller Parties for or attributable to, the following:

(i) any and all statements or opinions heretofore or hereafter made, or information furnished, by or on behalf of the Seller Parties to Buyer or any of Buyer's agents or representatives (other than to the extent that the same constitute fraud or a breach of Seller Representations as and when such Seller Representations were made); and

(ii) any and all Losses of any kind or nature whatsoever, whether known, unknown, foreseen or unforeseen, attributable to the Designated Leases, whether arising or accruing before, on or after any applicable Lease Assignment Closing and whether attributable to events or circumstances which have heretofore or may hereafter occur, including all Losses with respect to the structural, physical or environmental condition of the Designated Stores including claims or liabilities relating to the presence, discovery or removal of any Hazardous Materials in, at, under or about the Designated Store and any other matters described in Section 8.1(b);

Buyer acknowledges and agrees that (A) Buyer may hereinafter discover facts different from or in addition to those now (or as of any applicable Lease Assignment Closing) known to Buyer, (B) except for fraud, Buyer's agreement to release, acquit and discharge the Seller Parties as set forth herein shall remain in full force and effect notwithstanding the existence or discovery of any such additional or different facts, (C) Buyer knowingly waives any rights, privileges and benefits under any federal, state or local law which may negatively impact the validity or enforceability of any part of the releases set forth in this Agreement, (D) upon the completion of any applicable Lease Assignment Closing, the Seller Parties shall be deemed, with respect to the Designated Leases that were the subject of the Lease Assignment Closing, to have satisfied all of their respective obligations, covenants and liabilities in this Agreement and in any documents executed by the Seller Parties in connection herewith other than those obligations of the Seller that, by the express terms of this Agreement, survive the applicable Lease Assignment Closing (in which case such survival shall be subject to the limitations set forth in this Agreement) and (E) Buyer irrevocably covenants never to commence or prosecute, or to collude with others to commence or prosecute, against any Seller Party any action or proceeding based upon any claim covered by the foregoing release;

provided, however, that the foregoing releases and waivers set forth in this Section 8.1(c) are not intended and shall not be construed to affect or impair any rights or remedies that Buyer may have against Seller as a result of fraud or a breach of any of the Seller Representations, or of any

covenant of Seller expressly set forth in this Agreement, subject to the terms and limitations on the Seller's liability as expressly set forth elsewhere in this Agreement.

Buyer understands the legal significance of the foregoing provisions and acknowledges and agrees that the provisions of Section 8.1(b)-(c) were a material factor in Seller's agreement to complete the transactions contemplated by this Agreement and Seller's acceptance of the Purchase Price and that Seller is unwilling to consummate the transactions contemplated by this Agreement unless the Seller Parties are expressly released as set forth in Section 8.1(b)-(c).

The releases contained in Section 8.1(b)-(c) and elsewhere in this Agreement include claims of which Buyer is presently unaware or which Buyer does not presently suspect to exist, which, if known by Buyer, would materially affect Buyer's release of the Seller Parties. Buyer specifically waives the provisions of any law of any state, territory or jurisdiction the import of which is as follows:

A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor.

Notwithstanding anything to the contrary in this Agreement, the provisions of Section 8.1(b)-(c) shall survive any Lease Assignment Closing with respect to the Designated Leases that are the subject thereof or termination of this Agreement.

(d) Buyer is a corporation, duly formed, validly existing and in good standing under the Laws and Regulations of the Commonwealth of Virginia. This Agreement constitutes the valid and legally binding obligation of Buyer, enforceable against Buyer in accordance with its terms, subject to general principles of equity and to bankruptcy, insolvency, reorganization, moratorium or other similar laws presently or hereafter in effect affecting the rights of creditors or debtors generally. Buyer has the power to enter into, execute and deliver this Agreement and to perform its obligations hereunder.

(e) There are no actions, suits or proceedings pending or, to the knowledge of Buyer, threatened, against or affecting Buyer which, if determined adversely to Buyer, would adversely affect its ability to perform its obligations pursuant to the terms of this Agreement.

(f) Neither (i) the execution, delivery or performance of this Agreement by Buyer nor (ii) compliance herewith (A) conflicts or will conflict with or results or will result in a breach of or constitutes or will constitute a default under (1) the charter documents or by-laws of Buyer, (2) to the best of Buyer's knowledge, any law or any order, writ, injunction or decree of any court or Governmental Authority, or (3) to the best of Buyer's knowledge, any agreement or instrument to which Buyer is a party or by which it is bound or (B) results in the creation or imposition of any lien, charge or encumbrance upon its property pursuant to any such agreement or instrument.

(g) No authorization, consent or approval of any Governmental Authority (including courts) is required for the execution and delivery by Buyer of this Agreement or the performance of its obligations pursuant to the terms of this Agreement.

(h) Buyer is currently (i) in compliance with, and shall at all times during the term of this Agreement remain in compliance with, the regulations of OFAC and any statute, executive order (including Executive Order 13224, dated September 24, 2001 and entitled “Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism”) or regulations relating thereto, and (ii) not listed on, and shall not during the term of this Agreement be listed on, the Specially Designated Nationals and Blocked Persons List maintained by OFAC and/or any other similar list maintained by OFAC or any other Governmental Authority pursuant to any authorizing statute, executive order or regulation. Buyer has taken, and shall continue to take until all of the Lease Assignment Closings have occurred, such measures as are required by applicable law to ensure that funds used to pay to Seller the Purchase Price are derived (A) from transactions that do not violate United States law nor, to the extent such funds originate outside the United States, do not violate the laws of the jurisdiction in which they originated and (B) from permissible sources under United States law and to the extent such funds originate outside the United States, under the laws of the jurisdiction in which they originated.

(i) Buyer’s rights under this Agreement do not, and its acquisition of any Designated Leases shall not, constitute “plan assets” within the meaning of 29 C.F.R. Section 2510.3-101, because one or more of the following circumstances is true:

(i) Equity interests in Buyer are publicly offered securities, within the meaning of 29 C.F.R. Section 2510.3-101(b)(2);

(ii) Less than twenty-five (25%) percent of all equity interests in Buyer are held by “benefit plan investors” within the meaning of 29 C.F.R. Section 2510.3-101(f)(2); or

(iii) Buyer qualifies as an “operating company”, “venture capital operating company” or a “real estate operating company” within the meaning of 29 C.F.R. Section 2510.3-101(c), (d) or (e);

(j) Buyer is not a “governmental plan” within the meaning of Section 3(32) of ERISA and the execution of this Agreement and the purchase of any Designated Leases by Buyer is not subject to state statutes regulating investments of and fiduciary obligations with respect to governmental plans.

(k) Buyer has not (i) filed any petition in bankruptcy or made any assignment for the benefit of creditors, (ii) filed any petition seeking reorganization or arrangement or other action under Federal or State bankruptcy laws wherein Buyer is named a debtor, or (iii) received written notice of any such petition or action filed or initiated against it.

(l) Buyer has, or will have, as and when due pursuant to the terms of this Agreement, cash on hand sufficient to pay all other amounts required to be paid by Buyer pursuant to this Agreement.

The representations and warranties of Buyer contained in this Section 8.1 shall survive the applicable Lease Assignment Closings, but only to the extent provided in Section 12.3(b).

Section 8.2 Seller Representations. Subject to the limitations set forth in this Agreement, Seller hereby represents and warrants to Buyer as of the Effective Date as follows (the “Seller Representations”):

(a) Seller is a limited liability company/corporation, duly formed, validly existing and in good standing under the laws of the State of California. Seller has the power to enter into, execute and deliver this Agreement and to perform all duties and obligations imposed upon it hereunder.

(b) Seller’s execution and delivery of this Agreement and performance of its obligations hereunder have been duly authorized by all necessary action on the part of Seller, and do not violate or conflict with Seller’s organizational documents, any judgment, decree or order of any court applicable to or affecting Seller, breach the provisions of or constitute a default under any material contract to which Seller is a party or by which Seller is bound, or violate or conflict with any Laws and Regulations applicable to Seller.

(c) There is no action, suit, litigation, hearing or administrative proceeding pending or, to Seller’s Actual Knowledge, threatened against Seller or any Designated Store or with respect to any Designated Lease or any IP in any court, administrative bureau or other regulatory setting, that, if determined adversely to Seller, would reasonably be expected to materially and adversely affect Seller’s ability to perform its obligations pursuant to the terms of this Agreement.

(d) Seller is not a “foreign person” as such term is defined in Section 1445(e)(3) of the Code.

(e) Seller is currently (i) in compliance with, and shall at all times during the term of this Agreement remain in compliance with, the regulations of the OFAC and any statute, executive order (including Executive Order 13224, dated September 24, 2001 and entitled “Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism”), or regulations relating thereto and (ii) not listed on, and shall not during the term of this Agreement be listed on, the Specially Designated Nationals and Blocked Persons List maintained by OFAC and/or any other similar list maintained by OFAC or any other Governmental Authority pursuant to any authorizing statute, executive order or regulation.

(f) Seller has delivered or made available to Buyer true and complete (in all material respects) copies of all Leases, and the June Rent and anticipated Cure Costs noted on Schedule A for each applicable Lease are, to the Knowledge of Seller, true and accurate. As of the Effective Date, Seller has provided a complete schedule of anticipated Carrying Costs for each applicable Lease and such anticipated Carrying Costs are, to the Knowledge of Seller, true and accurate. Except as a result of the Bankruptcy or as a result of the failure to pay to any applicable Landlord any amounts that are identified as Cure Costs in Schedule A, neither Seller nor, to the Knowledge of Seller, any other party thereto is in default under any of the Leases in any material respect. Each Lease is in full force and effect and is enforceable against each party thereto in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium and similar laws affecting creditors’ rights and remedies generally, and subject, as to enforceability, to general principles of equity, including principles of commercial reasonableness, good faith and fair dealing (regardless of whether enforcement is sought in a proceeding at law or in equity). Notwithstanding

anything to the contrary herein, the termination of any Lease between the Effective Date and the applicable Lease Assignment Closing by any party thereto other than Seller or its Affiliates shall not constitute a default by Seller or otherwise affect the obligations of Seller to sell, and Buyer to buy, the remainder of the Designated Leases in accordance with the terms hereof.

(g) Seller is not a party to any service contracts with respect to the Designated Leases that will be binding on Buyer from and after any applicable Lease Assignment Closing.

(h) There are no condemnation or eminent domain proceedings pending, or to Seller's Actual Knowledge, threatened in writing against any Store.

(i) Neither Seller nor any entity that would be considered a single employer with Seller or Seller under Code Section 414(b) or Code Section 414(c) maintains, contributes to, or otherwise has incurred any liability with respect to any "employee benefit plan" within the meaning of Section 3(3) of ERISA with respect to persons who are or were employed at any Store or otherwise perform or performed services at any Store.

(j) Seller is not a party to any contract pursuant to which Seller granted or is required to grant to any Person any right under or license, or any covenant not to assert or sue or other immunity from suit under or any other rights to any IP.

The representations and warranties of Seller contained in this Section 8.2 shall survive the applicable Lease Assignment Closings, but only to the extent provided in Section 12.3(b).

Section 8.3 Seller's Actual Knowledge.

(a) Whenever a representation is qualified by the phrase "to Seller's Actual Knowledge", "to Seller's knowledge" or words of similar import, the accuracy of such representation shall be based solely on the actual (as opposed to constructive or imputed) knowledge of those senior executives of the Company which have principal oversight over the Company's and its subsidiaries' owned and leased real properties, without investigation or inquiry. Buyer acknowledges that nothing herein shall impose any liability on or create any duties running from such Persons to Buyer and Buyer agrees that no such Persons shall have any personal or other liability under this Agreement or in connection with the transactions contemplated by this Agreement.

Section 8.4 Notice of Breach.

(a) To the extent that, before the Effective Date, Buyer obtained actual knowledge that any of the Seller Representations are inaccurate, untrue or incorrect in any way, such representations and warranties shall be deemed modified to reflect such actual knowledge as of the Effective Date. For purposes of this Agreement, Buyer shall be deemed to have actual knowledge that any representation or warranty contained herein is inaccurate, untrue or incorrect to the extent that: (i) Buyer or any of its Affiliates has actual knowledge of any fact or information which is inconsistent with such representation or warranty at the time such representation or warranty was made; and/or (ii) any written materials delivered to Buyer or any of its Affiliates prior to the Effective Date contain information inconsistent with any such representations and warranties. As of any Lease Assignment Closing Date, with respect to any Designated Leases that

are the subject of such Lease Assignment Closing Date, Buyer shall also be deemed to have actual knowledge that any representation or warranty contained herein is inaccurate, untrue or incorrect to the extent that: (A) any written materials delivered to Buyer or any of its Affiliates thereof from and after the Effective Date, but prior to such Lease Assignment Closing Date, contain information inconsistent with any such representations and warranties and (B) Buyer or any of its Affiliates has actual knowledge of any fact or information which is inconsistent with such representation or warranty at the time such representation or warranty was made.

(b) If, after the Effective Date but prior to any Lease Assignment Closing Date, with respect to any Designated Leases that are the subject of such Lease Assignment Closing Date, Buyer or any Affiliate thereof first obtains actual knowledge that any of the Seller Representations made herein is untrue, inaccurate or incorrect in any material respect, Buyer shall give Seller written notice thereof within five (5) Business Days of obtaining such actual knowledge (but, in any event, prior to such Lease Assignment Closing Date). In such event, Seller shall have the right (but not the obligation) to attempt to cure such misrepresentation or breach and shall, at its option, be entitled to a reasonable adjournment of such Lease Assignment Closing Date (not to exceed forty-five (45) days in the aggregate with all other adjournment rights exercised by Seller hereunder) for the purpose of such cure. If Seller elects to attempt to so cure but is unable to so cure any misrepresentation or breach of warranty, or elects not to cure the same, then Buyer, as its sole remedy for any and all such materially untrue, inaccurate or incorrect representations or warranties, shall elect within five (5) Business Days thereafter either to (i) waive such misrepresentations or breaches of representations and warranties and consummate the assignment of the Designated Leases which are the subject of such Lease Assignment Closing Date, without any reduction of or credit against the Purchase Price, (ii) if such misrepresentation or breach affects less than all of the Designated Leases, elect to remove such Designated Lease from the Leases being assigned on such Lease Assignment Closing Date and consummate the assignment of the Designated Leases with respect to the rest of the Designated Leases being assigned on such Lease Assignment Closing Date without any reduction of or credit against the Purchase Price, or (iii) terminate this Agreement with respect to Buyer's obligation to take an assignment of all Designated Leases that were subject to such Lease Assignment Closing by written notice given to Seller on such Lease Assignment Closing Date (or prior to such Lease Assignment Closing Date if Seller elects not to cure the same), in which event this Agreement shall be terminated with respect to such Designated Leases and, thereafter, no Party shall have any further rights or obligations hereunder except as provided in any section hereof that by its terms expressly provides that it survives any termination of this Agreement.

ARTICLE 9

Bankruptcy Court Matters

Section 9.1 Bankruptcy Court Matters.

(a) Each Party shall use commercially reasonable efforts to (i) obtain the Sale Order and (ii) obtain an order or orders approving the assumption by Seller and assignment to Buyer or an Assignee of any Designated Lease, which order shall be in substantially the form of Exhibit B attached hereto (a "Assumption and Assignment Order").

(b) Buyer shall promptly take all actions reasonably requested by Seller to assist in obtaining the Sale Order, any Assumption and Assignment Order and any other order of the Bankruptcy Court reasonably necessary in connection with the transactions contemplated by this Agreement, in each case as promptly as practicable, including furnishing affidavits, financial information or other documents or information for filing with the Bankruptcy Court and making such employees and Advisors of Buyer and its Affiliates available to testify before the Bankruptcy Court for the purposes of, among other things, providing necessary assurances of performance by Buyer under this Agreement and demonstrating that Buyer is a “good faith” purchaser under the Bankruptcy Code, as well as demonstrating Buyer’s ability to pay and perform or otherwise satisfy all obligations and liabilities to be assumed by Buyer in connection with any Designated Lease at any Lease Assignment Closing. Upon issuance of any Assumption and Assignment Order, Seller shall promptly provide, prior to each applicable Lease Assignment Closing, an Assumption and Assignment Notice to each applicable landlord in form and substance as required and pursuant to the terms of the Assumption and Assignment Order.

(c) Seller having fully marketed the Leases and the IP, the sale will proceed as a private sale and will not be subject to auction. Notwithstanding that, if another bidder for the Leases or the IP emerges prior to the entry of the Sale Order and Seller enters into an alternative transaction to sell the Leases, Designation Rights or the IP to such other bidder, Seller agrees to utilize best efforts to seek approval of reimbursement of all actual fees and expenses incurred by Buyer in connection with the transactions contemplated by this Agreement, including, but not limited to, providing for such reimbursement in any motion to approve any proposed order approving an alternative transaction in place of the transactions contemplated by this Agreement.

(d) Buyer shall appear formally or informally in the Bankruptcy Court if reasonably requested by Seller or required by the Bankruptcy Court in connection with the transactions contemplated by this Agreement.

(e) Buyer shall provide adequate assurance of future performance as required under the Bankruptcy Code for the Designated Leases. Buyer agrees that it will take all actions reasonably required to assist in obtaining a Bankruptcy Court finding that there has been an adequate demonstration of adequate assurance of future performance under the Designated Leases, such as furnishing affidavits, financial information and other documents or information for filing with the Bankruptcy Court and making Buyer’s and its Affiliates’ Advisors available to testify before the Bankruptcy Court.

(f) Nothing herein shall prevent Seller from modifying any bidding procedures applicable to the transactions contemplated by this Agreement as necessary or appropriate to maximize value for Seller’s estates in accordance with any applicable order of the Bankruptcy Court.

(g) Seller’s obligations under this Agreement and in connection with the transactions contemplated by this Agreement are subject to entry of and, to the extent entered, the terms of any applicable orders of the Bankruptcy Court (including, without limitation, the entry of the Sale Order and, as applicable, any Assumption and Assignment Order). Nothing in this Agreement shall require the Seller or any of its Affiliates to give testimony to or submit a motion

to the Bankruptcy Court that is untruthful or to violate any duty of candor or other fiduciary duty to the Bankruptcy Court or its stakeholders.

ARTICLE 10

Lease Assignment Closings

Section 10.1 Time and Place of Lease Assignment Closings.

(a) Each Lease Assignment Closing shall take place commencing at 11:00 a.m. (ET) on a Lease Assignment Closing Date, with any amounts due and payable herein received by 3:00 p.m. (ET) by Seller, TIME BEING OF THE ESSENCE, subject to the Seller's and Buyer's right to adjourn any Lease Assignment Closing as expressly permitted under this Agreement.

Section 10.2 Seller's Deliveries. By not later than 5:00 p.m. (ET) on any Lease Assignment Closing Date, Seller shall deliver or cause to be delivered to Buyer each of the following items, each executed by Seller, if necessary, and acknowledged to the extent appropriate:

- (a) a Final Closing Statement for the applicable Designated Stores;
- (b) all security codes and master keys to any portion of the applicable Designated Stores, to the extent in Seller's possession; and
- (c) such other documents as may be required by the express terms of this Agreement to be delivered by Seller and such other customary conveyance documents, certificates, deeds and other instruments as Buyer may reasonably require to carry out the assignment of the applicable Designated Leases as contemplated by this Agreement and as are customary in like transactions in the State in which any applicable Designated Store is located.

Section 10.3 Buyer's Deliveries. By not later than 5:00 p.m. (ET) on any Lease Assignment Closing Date, Buyer shall deliver to Seller, each of the following items, each executed, if necessary, by Buyer or an Assignee and acknowledged to the extent appropriate:

- (a) As provided by Section 2.5, the Cure Costs applicable to the Designated Leases being assigned to Buyer, adjusted by an amount equal to the adjustments and prorations reflected on the Final Settlement Statement as provided by Section 10.4(b), wired to Seller in immediately available funds.
- (b) a Final Closing Statement for the applicable Designated Stores; and
- (c) such other documents as may be required by the express terms of this Agreement to be delivered by Buyer and such other customary documents, certificates and other instruments as Seller may reasonably require to carry out the assignment of the Designated Leases as contemplated by this Agreement and as are customary in like transactions in the State in which any applicable Designated Store is located.

Section 10.4 Closing Costs.

(a) **Reimbursement of Carrying Costs.** Buyer shall reimburse Seller for all Carrying Costs, on a Store-by-Store basis, as follows: (i) with respect to any Designated Store, on the Lease Assignment Closing Date for such Designated Store, (ii) with respect to any Lease for which Seller has received a notice from Buyer that Buyer has elected not to designate such Lease as a Designated Lease, on the date that is one (1) day after the effective date of an order issued by the Bankruptcy Court either (x) rejecting the Lease applicable to such Store, or (y) approving the assumption of the Lease by Seller and the assignment of the Lease to a third-party, or (iii) for Leases that are not covered by (i) or (ii) above, on the Expiration Date. The foregoing reimbursements shall be paid by wire transfer of immediately available funds.

(b) **Preliminary and Final Closing Statements.** All reimbursements to be made under the foregoing provisions of this Section 10.4 shall be made on the basis of a written closing statement, which Seller shall endeavor to provide to Buyer at least three (3) Business Days prior to each Lease Assignment Closing Date or the Remaining Lease Carrying Cost Reimbursement Date, as applicable (the “Preliminary Closing Statement”), showing the amount due to Seller for reimbursement of Carrying Costs provided for in this Section 10.4. On or prior to the applicable Lease Assignment Closing Date or the Remaining Lease Carrying Cost Reimbursement Date, Seller and Buyer shall jointly agree upon any adjustments to be made to the Preliminary Closing Statement in accordance with the terms of this Agreement and, upon the final determination of such adjustments, Seller and Buyer shall each execute the final closing statement (the “Final Closing Statement”) which shall reflect the amount due to Seller for reimbursement of Carrying Costs. The amounts agreed to by Seller and Buyer in the Final Closing Statement shall be conclusive and binding on the Parties hereto, except for any items that are not capable of being determined at the time the Final Closing Statement is agreed to by Seller and Buyer, which items shall be determined and paid in the manner set forth in the Final Closing Statement. Prior to and following the applicable Lease Assignment Closing or Remaining Lease Carrying Cost Reimbursement Date, each Party shall provide the other with such information as the other shall reasonably request in order to finalize the Final Closing Statement. Notwithstanding anything in this Agreement to the contrary, any claim for any adjustment under this Section 10.4 will only be valid if made in writing with specificity and only if made on or before the date that is sixty (60) days after any applicable Lease Assignment Closing Date or Remaining Lease Carrying Cost Reimbursement Date.

(c) **Closing Costs.**

- (i) Seller shall pay Seller’s own advisors’ and attorneys’ fees; and
- (ii) Unless any expense or cost under Section 12.2(a) becomes due and payable by Seller under this Agreement, Buyer shall pay (i) all due diligence costs incurred by Buyer in connection with the transactions contemplated by this Agreement, and (ii) Buyer’s own advisors’ and attorneys’ fees.

(d) **Survival.** The terms of this Section 10.4 shall survive the applicable Lease Assignment Closing or the Remaining Lease Carrying Cost Reimbursement Date, as applicable.

ARTICLE 11

No Real Estate Commission

Seller shall be obligated to pay any real estate commissions and/or brokerage fees to Hilco and/or Jeffries (the “Brokers”) in connection with the transactions contemplated by this Agreement in accordance with separate written agreements between Seller and Brokers. Each Party represents and warrants to the other Party that (a) it dealt with no broker other than the Brokers and (b) no other brokerage fee or real estate commission is or shall be due or owing in connection with the transactions contemplated by this Agreement as a result of the acts of the representing Party. Each Party hereby indemnifies and holds the other Party harmless from any and all Losses incurred by reason of any breach of the foregoing representations and warranties by such representing Party. Seller shall further indemnify and hold Buyer harmless from and against all Losses which may arise by reason of any claim asserted by any Broker in connection with this Agreement or any Broker’s representation of Seller. The provisions of this Article 11 shall survive all of the Lease Assignment Closings or the termination of this Agreement.

ARTICLE 12

Default

Section 12.1 Buyer Default. If a Lease Assignment Closing is not consummated due to Buyer’s failure to perform its obligations under this Agreement, which failure is not cured within three (3) Business Days after written notice from Seller of such failure, then Seller shall be entitled to terminate this Agreement as it relates to the Designated Leases that were the subject of such Lease Assignment Closing upon written notice, in which case the Parties shall have no further obligations to each other with respect to the Designated Leases that were the subject of such Lease Assignment Closing; provided, however, that this Section 12.1 is intended only to liquidate and limit Seller’s right to damages arising due to Buyer’s failure to consummate any Lease Assignment Closing in accordance with the terms of this Agreement and shall not limit the obligations of Buyer or Seller that survive the termination of this Agreement. If Buyer is in default of its obligations under this Agreement prior to the payment of the Cash Consideration to Seller as provided in Section 2.3 and Buyer fails to cure such default within three (3) Business Days after written notice from Seller of such failure, then Seller shall be entitled to terminate this Agreement upon written notice to Buyer, in which case Seller shall be entitled to retain the Deposit as liquidated damages and the Parties shall have no further obligations to each other with respect to this Agreement.

Seller Default.

(a) If, in the absence of a Buyer default, a Lease Assignment Closing is not consummated because of a failure by Seller to perform its obligations in accordance with the terms of this Agreement (a “Seller Failure”), which Seller Failure is not cured by Seller within three (3) Business Days after written notice from Buyer, then Buyer may, as its sole and exclusive remedy at law or in equity, either: (i) terminate this Agreement with respect to the Designated Leases that were the subject of such Lease Assignment Closing by giving written notice thereof to the Seller, in which event (A) to the extent Seller willfully refused to consummate the assignment of the

Designated Leases as contemplated by this Agreement following satisfaction by Buyer of all conditions precedent to Seller's obligation to proceed to such Lease Assignment Closing, Seller shall reimburse Buyer for all of Buyer's reasonable out-of-pocket costs and expenses actually incurred in connection with the assignment of the Designated Leases as contemplated by such Lease Assignment Closing and this Agreement and (B) the Parties shall have no further obligations to each other except for those obligations which expressly survive the termination of this Agreement; (ii) waive such Seller Failure and consummate the assignment of the Designated Leases that were the subject of such Lease Assignment Closing as contemplated by this Agreement; or (iii) specifically enforce Seller's obligation to consummate the assignment of the Designated Leases that were the subject of such Lease Assignment Closing as contemplated by this Agreement (and, in connection with such election, Seller hereby waives any requirement for the securing or posting of any bond by Buyer in connection with the pursuit of such remedy); provided, however, that (1) as a condition precedent to Buyer's election to bring an action for specific performance as the result of such Seller Failure hereunder, Buyer must commence such action within fifteen (15) days after the occurrence of such breach and (B) Buyer agrees that its failure timely to commence such an action for specific performance within such fifteen (15) day period shall be deemed a waiver by it of its right to commence such an action. If Seller is in default of its obligations under this Agreement prior to the payment of the Cash Consideration to Seller as provided in Section 2.3 and Seller fails to cure such default within three (3) Business Days after written notice from Buyer of such failure, then Buyer shall be entitled to terminate this Agreement upon written notice to Seller, in which case the Deposit shall be returned to Buyer as liquidated damages and the Parties shall have no further obligations to each other with respect to this Agreement.

(b) Notwithstanding the foregoing or anything herein to the contrary: if a Lease Assignment Closing is not consummated because of a Seller Failure or Seller's inability to timely cure any such Seller Failure as provided in Section 12.2(a) above, and such Seller Failure is a result of any actions or omissions of Buyer or any Affiliate of Buyer, then Buyer shall be deemed to have elected to proceed pursuant to Section 12.2(a)(ii) with respect to such Seller Failure (and such Seller Failure shall not constitute a default by Seller hereunder).

(c) This Section 12.2 is intended only to limit Buyer's right to damages arising due to Seller's failure to consummate the assignment of the Designated Leases as contemplated by this Agreement and shall not limit the obligations of Seller that survive the termination of this Agreement.

Section 12.3 Breach of Representations.

(a) Each of the Seller Representations and Buyer Representations and the covenants and agreements (to the extent such covenant or agreement contemplates or requires performance by such Party prior to any Lease Assignment Closing) of the Parties set forth in this Agreement or in any other document contemplated hereby, or in any certificate delivered hereunder or thereunder, will terminate as to any applicable Designated Store and Designated Lease effective immediately as of a Lease Assignment Closing with respect to such Designated Store and Designated Lease such that no claim for breach of any such representation, warranty, covenant or agreement, detrimental reliance or other right or remedy (whether in Contract, in tort or at law or in equity) may be brought in respect thereof after such Lease Assignment Closing. Each covenant

and agreement that explicitly contemplates performance after an applicable Lease Assignment Closing, will, in each case and to such extent, expressly survive such Lease Assignment Closing in accordance with its terms, and if no term for such survival is specified, then for one (1) year following such applicable Lease Assignment Closing Date, unless such covenant and agreement cannot be performed within such one (1) year period, in which case such covenant or agreement shall survive sixty days after the last day it can be performed, and nothing in this Section 12.3 will be deemed to limit any rights or remedies of any Person for breach of any such surviving covenant or agreement. Notwithstanding this Section 12.3 or any other provision of this Agreement, nothing in this Section 12.3 or any other provision in this Agreement shall limit any right or remedies available to Buyer in respect of a claim for fraud.

(b) The provisions of this Section 12.3 shall survive each Lease Assignment Closing, as applicable.

ARTICLE 13

Intentionally Omitted

ARTICLE 14

Intentionally Omitted

ARTICLE 15

Miscellaneous

Section 15.1 Entire Agreement. This Agreement constitutes the entire agreement among the Parties with respect to the transactions contemplated by this Agreement, and it supersedes all prior discussions, understandings or agreements among Parties. All Exhibits and Schedules attached hereto are a part of this Agreement and are incorporated herein by reference.

Section 15.2 Binding on Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.

Section 15.3 Assignment by Buyer. Without the prior written consent of Seller (which may be granted or withheld in Seller's sole and absolute discretion), Buyer shall not, directly or indirectly, assign this Agreement or any of its rights hereunder. Notwithstanding the foregoing, the Parties understand, agree and acknowledge that Buyer may designate an Assignee to take assignment of any Designated Lease so long as such Assignee has complied with the requirements of adequate assurance as set forth in Section 9.2(e).

Section 15.4 Waiver. The excuse or waiver of the performance by a Party of any obligation of the other Party under this Agreement shall only be effective if evidenced by a written statement signed by the Party so excusing or waiving. No delay in exercising any right or remedy shall constitute a waiver thereof, and no waiver by any Party of the breach of any covenant of this Agreement shall be construed as a waiver of any preceding or succeeding breach of the same or any other covenant or condition of this Agreement.

Section 15.5 Governing Law; Jurisdiction.

(a) This Agreement and all documents executed and delivered in connection herewith shall be construed in accordance with the internal laws of the State of Delaware without regard to the principles of choice of law or conflicts of law.

(b) In recognition of the benefits of having any disputes with respect to this Agreement resolved by an experienced and expert person, the Parties hereby agree that any suit, action or proceeding, whether claim or counterclaim, brought or instituted by any party hereto on or with respect to this Agreement or which in any way relates, directly or indirectly, to this Agreement or any event, transaction or occurrence arising out of or in any way connected with this Agreement, any Store, or the dealings of the parties with respect thereto, shall be tried only by a court and not by a jury. **EACH PARTY HEREBY EXPRESSLY WAIVES ANY RIGHT TO A TRIAL BY JURY IN ANY SUCH SUIT, ACTION OR PROCEEDING.**

(c) Each of the Parties hereby: (i) irrevocably submits itself to the exclusive jurisdiction of the Bankruptcy Court, and the Bankruptcy Court shall retain exclusive jurisdiction to enforce the terms of this Agreement or any other transaction related documents contemplated hereby and to decide any claims or disputes which may arise or result from, or be connected with, this Agreement or any other transaction related documents contemplated hereby, any breach or default hereunder or thereunder, or the transactions contemplated hereby or thereby; (ii) agrees that any and all proceedings related to the foregoing shall be filed and maintained only in the Bankruptcy Court, and the Parties hereby consent to and submit to the jurisdiction and venue of the Bankruptcy Court, provided, however, that if the Bankruptcy Case has closed, the Parties hereby unconditionally and irrevocably submit to the exclusive jurisdiction of the United States District Court for the District of Delaware sitting in New Castle County or the courts of the State of Delaware sitting in New Castle County and any appellate court from any thereof, for the resolution of any such claim or dispute; (iii) waives, and agrees not to assert, by way of motion, as a defense or otherwise, in any such suit, action or proceeding, any claim that it is not subject personally to the jurisdiction of the above named courts, that its property is exempt or immune from attachment or execution, that the suit, action or proceeding is brought in an inconvenient forum, that the venue of the suit, action or proceeding is improper or that this Agreement or the subject matter hereof may not be enforced in or by such court; and (iv) consents to service of process by registered mail at the address set forth in, and in accordance with, Section 15.7, for any Proceeding to which this Section 15.5 applies. The provisions of this Section 15.5 shall survive all of the Lease Assignment Closings or termination of this Agreement.

Section 15.6 Counterparts. This Agreement may be executed (including with electronic signature) in multiple counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute one and the same instrument. The exchange of signature pages by facsimile or Portable Document Format (“PDF”) transmission shall constitute effective delivery of such signature pages. Signatures of the Parties transmitted by facsimile or PDF shall be deemed to be their original signatures for all purposes.

Section 15.7 Notices. All notices, demands or other communications given hereunder shall be in writing and shall be deemed to have been duly delivered (a) upon the delivery (or refusal to accept delivery) by messenger or overnight express delivery service (or, if such date is

not on a Business Day, on the Business Day next following such date), or (b) upon the delivery of a PDF via email transmission on a Business Day (or, if such date is not on a Business Day, on the Business Day next following such date), addressed as follows:

To Seller: 99 Cents Only Stores LLC
1730 Flight Way
Suite 100
Tustin, CA 92782
Attention: Christopher Wells
Email: cwells@alvarezandmarsal.com

with a copy to: Milbank LLP
55 Hudson Yards
New York, New York 10001
Attention: Mike Price; Lauren Doyle; Brian Kinney
Email: mprice@milbank.com; ldoyle@milbank.com;
bkinney@milbank.com

To Buyer: Dollar Tree Stores, Inc.
500 Volvo Parkway
Chesapeake, VA 23320
Attention: Todd Littler, Senior Vice-President –
Real Estate Leasing
Email: tlittler@dollartree.com

with a copy to: Dollar Tree Stores, Inc.
500 Volvo Parkway
Chesapeake, VA 23320
Attention: Deborah Miller
Email: dmiller@dollartree.com

with a copy to: Jones Day
901 Lakeside Avenue
Cleveland, OH 44114
Attention: Heather Lennox, Esq.
Email: hlennox@jonesday.com

Any address or name specified above may be changed by notice given to the addressee by the other Party in accordance with this Section 15.7. The inability to deliver notice because of a changed address of which no notice was given as provided above, or because of rejection or other refusal to accept any notice otherwise appropriately given as provided above, shall be deemed to be the receipt of the notice as of the date of such inability to deliver or rejection or refusal to accept. Any notice to be given by any Party hereto may be given by the counsel for such Party.

Section 15.8 Time Periods. Any reference in this Agreement to the time for the performance of obligations or elapsed time shall mean consecutive calendar days, months or

years, as applicable. In the event the time for performance of any obligation hereunder expires on a day that is not a Business Day, the time for performance shall be extended to the next Business Day.

Section 15.9 Modification of Agreement. No modification of this Agreement shall be deemed effective unless in writing and signed by all Parties.

Section 15.10 Further Instruments. Each Party, promptly upon the request of the other, shall execute and have acknowledged and delivered to the other any and all further instruments reasonably requested or appropriate to evidence or give effect to the provisions of this Agreement and which are consistent with the provisions of this Agreement.

Section 15.11 Descriptive Headings; Word Meaning. The descriptive headings of the paragraphs of this Agreement are inserted for convenience only and shall not control or affect the meaning or construction of any provisions of this Agreement. Words such as “herein”, “hereinafter”, “hereof” and “hereunder” when used in reference to this Agreement, refer to this Agreement as a whole and not merely to a subdivision in which such words appear, unless the context otherwise requires. The singular shall include the plural and the masculine gender shall include the feminine and neuter, and vice versa, unless the context otherwise requires. The word “including” shall not be restrictive and shall be interpreted as if followed by the words “without limitation.”

Section 15.12 Time of the Essence. TIME IS OF THE ESSENCE TO THIS AGREEMENT AND TO ALL DATES AND TIME PERIODS SET FORTH HEREIN, INCLUDING, WITHOUT LIMITATION, EACH PARTY’S OBLIGATION TO CONSUMMATE ANY LEASE ASSIGNMENT CLOSING ON THE APPLICABLE LEASE ASSIGNMENT CLOSING DATE, AS SAME MAY BE ADJOURNED AND/OR EXTENDED PURSUANT TO THE EXPRESS TERMS OF THIS AGREEMENT.

Section 15.13 Construction of Agreement. This Agreement shall not be construed more strictly against one Party than against the other merely by virtue of the fact that it may have been prepared primarily by counsel for one of the Parties, it being recognized that the Parties have contributed substantially and materially to the preparation of this Agreement.

Section 15.14 Limitations on Liability. Notwithstanding anything to the contrary in this Agreement, (a) subject to any additional limitations on Seller Parties’ liability set forth elsewhere in this Agreement, in no event shall any of the Seller Parties (other than Seller) or any of the direct or indirect owners of any of the Seller Parties (including Seller) have any personal liability under this Agreement and (b) subject to any additional limitations on Buyers’ liability set forth elsewhere in this Agreement, in no event shall any of the direct or indirect owners of Buyer have any personal liability under this Agreement. The acceptance by Seller of the payments by Buyer of any funds due in connection with any Lease Assignment Closing and the delivery by Seller of any Assumption and Assignment Notice relating to such Lease Assignment Closing shall constitute full performance of all of Seller’s obligations hereunder with respect to the Designated Leases and the Designated Stores other than those obligations of Seller, if any, that by the express terms hereof are to survive any Lease Assignment Closing.

Section 15.15 Severability. The Parties hereto intend and believe that each provision in this Agreement comports with all applicable local, state and federal laws and judicial decisions. If, however, any provision in this Agreement is found by a court of law to be in violation of any applicable local, state or federal law, statute, ordinance, administrative or judicial decision or public policy, or if in any other respect such a court declares any such provision to be illegal, invalid, unlawful, void or unenforceable as written, then it is the intent of all Parties hereto that, consistent with and with a view towards preserving the economic and legal arrangements among the Parties hereto as expressed in this Agreement, such provision shall be given force and effect to the fullest possible extent, and that the remainder of this Agreement shall be construed as if such illegal, invalid, unlawful, void or unenforceable provision were not contained herein, and that the rights, obligations and interests of the parties under the remainder of this Agreement shall continue in full force and effect.

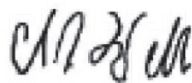
Section 15.16 Joint and Several. If Seller or Buyer consists of more than one person or entity, the constituent parties of Seller or Buyer, as the case may be, shall be jointly and severally liable for the obligations of Seller or Buyer, as the case may be, under this Agreement and the other documents to be executed and delivered by Seller or Buyer at any Lease Assignment Closing.

[The balance of this page has intentionally been left blank. Signature pages follow.]

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the Effective Date.

SELLER:

99 CENTS ONLY STORES LLC, a California limited liability company

By: 
Name: Christopher Wells
Title: CRO



IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the Effective Date.

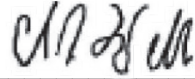
SELLER:

99 CENTS ONLY STORES TEXAS, INC., a Delaware corporation

By:

Name: Christopher Wells

Title: CRO



BUYER:

DOLLAR TREE STORES, INC., a Virginia corporation

By:

Name:

PEDRO VOTER

Title:

CHIEF DEV OFFICER

[99 Cents - Signature Page to Asset Purchase Agreement]

EXHIBIT A

FORM OF SALE ORDER

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

In re:

NUMBER HOLDINGS, INC., et al.,¹

Debtors.

)
) Chapter 11
)
) Case No. 24-10719 (JKS)
)
) (Jointly Administered)
) **Re: Docket No. [313]**

**ORDER (I) APPROVING THE
PURCHASE AGREEMENT AMONG
DEBTORS AND BUYER, (II) AUTHORIZING THE SALE OF
DESIGNATION RIGHTS TO CERTAIN LEASES FREE AND
CLEAR OF LIENS, CLAIMS, INTERESTS, AND ENCUMBRANCES,
(III) APPROVING ASSIGNMENT AND ASSUMPTION PROCEDURES
FOR THE DESIGNATED LEASES AND (III) 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 order (this "Order"), pursuant to sections 105, 363 and 365 of title 11 of the United States Code (the "Bankruptcy Code"), Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules") 2002, 6003, 6004, 6006, 9007 and 9014, and Local Rules of Bankruptcy Practice and Procedure of United States Bankruptcy Court for the District of Delaware (the "Local Rules") 2002-1, 6004-1 and 9006-1, (i) approving the sale of (a) the designation rights (the "Designation Rights") with respect to the leases of non-residential real property identified on Exhibit A attached hereto (the "Designation Leases") to Dollar Tree Stores, Inc. (together with any affiliated designee, to the extent permitted by the Purchase Agreement (defined below), the "Buyer") in the form of the Purchase Agreement, by and among the Buyer and 99 Cents Only

¹ The Debtors in these Chapter 11 Cases, along with the last four digits of each Debtor's federal tax identification number, as applicable, are: (i) Number Holdings, Inc. (1463); (ii) 99 Cents Only Stores LLC (1605); (iii) 99 Cents Only Stores Texas, Inc. (1229); (iv) 99 Cents PropCo LLC (7843); (v) 99 Cents HoldCo LLC (3987); and (vi) Bargain Wholesale LLC (8030). The Debtors' principal offices are located at 1730 Flight Way, Suite 100, Tustin, CA 92782.

² Capitalized terms used but not otherwise defined herein have the meanings given to them in the Motion, the Purchase Agreement (as defined herein) or Order on Assumption and Rejection Procedures (as defined herein).
NAI-1540038896v16

Stores LLC (and any applicable affiliates), a copy of which is attached hereto as Exhibit B (the "Purchase Agreement") and (b) the Debtors' IP (as defined in the Purchase Agreement) (and, together with the Designation Rights, the "Acquired Assets"); (ii) approving (a) assignment and assumption and rejection procedures with respect to the Leases; and (b) the form of order approving assignment and assumption of any designated Leases attached as Exhibit C hereto (the "Assignment and Assumption Order"); and (iii) granting related relief; and the Court having conducted a hearing on May [23], 2024 (the "Sale Hearing") to consider approval of the Motion, including (i) the sale of the Acquired Assets and consummation of the Transaction pursuant to the terms and conditions of the Purchase Agreement and (ii) the proposed form of Assignment and Assumption Order; and the Court having considered: (i) the Motion and any objections thereto; (ii) the [Tabloff Declaration], (iii) the proposed sale of the Acquired Assets by the Debtors to the Buyer pursuant to and contemplated by the Purchase Agreement; and (iv) the arguments of counsel made, and evidence adduced, at the Sale Hearing; all parties in interest having been heard, or having had the opportunity to be heard, regarding the approval of the Purchase Agreement and the Transaction; and it appearing that the relief requested in the Motion is in the best interests of the Debtors, their estates, their creditors, and other parties in interest and that adequate and reasonable notice of the Motion, the Transaction, this Order and the Sale Hearing has been provided to all entities required to be served in accordance with the Bankruptcy Code, the Bankruptcy Rules and the Local Rules; and after due deliberation thereon; and good and sufficient cause appearing therefor,

IT IS HEREBY FOUND AND DETERMINED:³

A. The findings of fact and conclusions of law 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.

B. 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 conclusions of fact, they are adopted as such.

C. The Court has jurisdiction over the Motion and over the property of the Debtors, including, without limitation, the Designation Rights, the Designation Leases, the IP and the Transaction contemplated by the Purchase Agreement, pursuant to 28 U.S.C. §§ 157 and 1334 and the *Amended Standing Order of Reference* from the United States District Court for the District of Delaware, dated as of February 29, 2012. This is a core proceeding pursuant to 28 U.S.C. § 157(b)(2). Venue of the Chapter 11 Cases and the Motion in this District and Court is proper under 28 U.S.C. §§ 1408 and 1409.

D. This Order constitutes a final, non-appealable order within the meaning of 28 U.S.C. § 158(a). Notwithstanding Bankruptcy Rules 6004(h) and 6006(d), and to any extent necessary under Bankruptcy Rule 9014 and Rule 54(b) of the Federal Rules of Civil Procedure, as made applicable by Bankruptcy Rule 7054, the Court expressly finds there is no just reason for delay in the implementation of this Order and expressly directs entry of judgment as set forth herein.

³ All findings of fact and conclusions of law made by the Court at the Sale Hearing in relation to the Motion are hereby incorporated herein to the extent not otherwise inconsistent with the express terms of this Order.

E. The IP, the Designation Rights and the Designation Leases constitute (i) property of the Debtors' estates, and title thereto is vested in the Debtors' estates within the meaning of section 541(a) of the Bankruptcy Code, and (ii) "Postpetition DIP Collateral" as that term is defined in the *Final Order (I) Authorizing The Debtors To (A) Obtain Postpetition Financing And (B) Utilize Cash Collateral, (II) Granting Liens And Superpriority Administrative Expense Claims, (III) Granting Adequate Protection, (IV) Modifying The Automatic Stay, And (V) Granting Related Relief* [Dkt. 467] (the "Final DIP Financing Order").

F. The statutory bases for the relief requested in the Motion are sections 105, 363 and 365 of the Bankruptcy Code, Bankruptcy Rules 2002, 6003, 6004, 6006, 9007 and 9014 and Local Rules 2002-1, 6004-1 and 9006-1.

G. The Court entered the *Order Approving (I) (A) the Bidding Procedures in Connection with the Sale of Substantially All of the Debtors' Remaining Assets, (B) Assumption and Assignment Procedures, (C) Form and Manner of Notice of Sale Hearing, Assumption Procedures, and Auctions Results; (II) Auctions and Sale Hearing Dates; (III) (A) Debtors' Entry Into One or Multiple Asset Purchase Agreements, (B) Sale(s) Free and Clear of all encumbrances And (C) Assumption and Assignment of Certain Executory Contracts and Unexpired Leases* [Dkt. No. 463] on May 9, 2024, (i) establishing bidding and auction procedures (the "Bidding Procedures") related to the Assets (as defined in the Bidding Procedures); (ii) scheduling an auction (the "Auction") and the Sale Hearing to consider the Transaction; (iii) establishing procedures for noticing and determining cure amounts related to the Debtors' executory contracts and unexpired leases; (iv) approving the form and manner of notice of all procedures, protections, schedules and agreements, and (v) granting certain related relief.

H. As evidenced by the affidavits and/or certificates of service filed with the Court [Dkt. [•]], proper, timely, adequate, and sufficient notice of, and reasonable opportunity to object and/or be heard regarding the Motion, the Auction and the Transaction contemplated by the Purchase Agreement has been provided in accordance with sections 102(1), 363(b) and 365 of the Bankruptcy Code, the applicable Bankruptcy Rules, the applicable Local Rules and the procedural due process requirements of the United States Constitution. No other notice of the Motion, the Transaction contemplated by the Purchase Agreement, or entry of this Order is necessary or shall be required.

I. This Order and consummation of the Transaction are supported by good, sufficient and sound business purposes and will serve the best interests of the Debtors, their estates and creditors by maximizing the value obtained from the Acquired Assets.

J. The consideration to be paid by the Buyer to the Debtors for the Acquired Assets pursuant to the Purchase Agreement: (i) is fair and reasonable; (ii) is the highest and otherwise best offer for the Acquired Assets; and (iii) constitutes full, fair and adequate consideration and reasonably equivalent value under the Bankruptcy Code, the Uniform Fraudulent Conveyance Act, the Uniform Fraudulent Transfer Act and any similar laws of any state or jurisdiction whose law is applicable to the sale of the Acquired Assets. No other entity or group of entities has offered to purchase the Acquired Assets with a higher or otherwise better offer than the Buyer.

K. The Debtors have demonstrated compelling circumstances and a good, sufficient and sound business purpose and justification for the consummation of the Transaction outside the ordinary course of business. Such business reasons, include, without limitation, the following: (i) the Purchase Agreement and the Transaction constitute the highest or otherwise best offer for the Acquired Assets; (ii) the Purchase Agreement and the Transaction present the best opportunity

to realize the value of the IP, the Designation Rights and the Designation Leases and avoid the decline and devaluation of the IP, the Designation Rights and the Designation Leases; and (iii) any other transaction, including, without limitation, pursuant to a chapter 11 plan of reorganization or liquidation, would not have yielded as favorable an economic result.

L. As used in this Order, the term "Interest" includes, in each case to the extent against or with respect to any of the Debtors or in, on, or against or with respect to the Acquired Assets: liens, claims (as defined in section 101(5) of the Bankruptcy Code), debts (as defined in section 101(12) of the Bankruptcy Code), encumbrances, obligations, liabilities, demands, guarantees, actions, suits, defenses, deposits, credits, allowances, options, rights, restrictions, limitations, contractual commitments, rights, or interests of any kind or nature whatsoever, whether known or unknown, inchoate or not, filed or unfiled, scheduled or unscheduled, noticed or unnoticed, recorded or unrecorded, perfected or unperfected, allowed or disallowed, contingent or non-contingent, liquidated or unliquidated, matured or unmatured, material or non-material, disputed or undisputed, whether arising prior to or subsequent to the commencement of these Chapter 11 Cases, and whether imposed by agreement, understanding, law, equity, or otherwise, including, but not limited to, (i) mortgages, deeds of trust, pledges, charges, security interests, hypothecations, encumbrances, easements, servitudes, leases, subleases, rights-of-way, encroachments, restrictive covenants, restrictions on transferability or other similar restrictions, rights of offset or recoupment, rights of use or possession, subleases, leases, condition sale arrangements, or any similar rights, (ii) all claims, including, without limitation, all rights or causes of action (whether in law or equity), proceedings, warranties, guarantees, indemnities, rights of recovery, setoff, recoupment, indemnity or contribution, obligations, demands, restrictions, indemnification claims, or liabilities relating to any act or omission of the Debtors or any other

person, consent rights, options, contract rights, covenants, and interests of any kind or nature whatsoever (known or unknown, matured or unmatured, accrued, or contingent and regardless of whether currently exercisable), whether arising prior to or subsequent to the commencement of these Chapter 11 Cases, and whether imposed by agreement, understanding, law, equity or otherwise; (iii) all debts, liabilities, obligations, contractual rights and claims, and labor, employment, and pension claims; (iv) any rights that purport to give any party a right or option to effect any forfeiture, modification, right of first offer or first refusal, or consents, or termination of the Debtors' or the Buyer's interest in the Acquired Assets, or any similar rights; (v) any rights under labor or employment agreements; (vi) any rights under pension, multiemployer plan (as such term is defined in section 3(37) or section 4001(a)(3) of the Employment Retirement Income Security Act of 1974 (as amended, "ERISA"), health or welfare, compensation or other employee benefit plans, agreements, practices, and programs, including, without limitation, any pension plans of the Debtors or any multiemployer plan to which the Debtors have at any time contributed to or had any liability or potential liability; (vii) any other employee claims related to worker's compensation, occupation disease, or unemployment or temporary disability, including, without limitation, claims that might otherwise arise under or pursuant to (a) ERISA, (b) the Fair Labor Standards Act, (c) Title VII of the Civil Rights Act of 1964, (d) the Federal Rehabilitation Act of 1973, (e) the National Labor Relations Act, (f) the Age Discrimination and Employment Act of 1967 and Age Discrimination in Employment Act, each as amended, (g) the Americans with Disabilities Act of 1990, (h) the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended, including, without limitation, the requirements of Part 6 of Subtitle B of Title I of ERISA and Section 4980B of the Internal Revenue Code of any similar state law, (i) state discrimination laws, (j) state unemployment compensation laws or any other similar state laws, (k) any other state

or federal benefits or claims relating to any employment with the Debtors or any of their predecessors, or (l) the WARN Act (29 U.S.C. §§ 2101, et seq.) or any state or other laws of similar effect; (viii) any bulk sales or similar law; (ix) any tax statutes or ordinances, including, without limitation, the Internal Revenue Code of 1986, as amended, and any taxes arising under or out of, in connection with, or in any way relating to the operation of the assets or businesses of the Debtors prior to the Closing Date⁴; (x) any unexpired and executory contract or unexpired lease to which a Debtor is a party; and (xi) Interests arising under or in connection with any acts, or failures to act, of any of the Debtors or any of the Debtors' predecessors, affiliates, or subsidiaries, including, but not limited to, Interests arising under any doctrines of successor, transferee, or vicarious liability, violation of the Securities Act, the Exchange Act, or other applicable securities laws or regulations, breach of fiduciary duty, or aiding or abetting breach of fiduciary duty, or any similar theories under applicable law or otherwise.

M. The Debtors may sell the Acquired Assets free and clear of all Interests (unless otherwise expressly assumed under, or expressly permitted by, the Purchase Agreement), because, in each case, one or more of the standards set forth in section 363(f)(1)-(5) of the Bankruptcy Code has been satisfied. Any holders of Interests that objected to the Transaction or the Motion and that have any Interests in the Acquired Assets could be compelled in a legal or equitable proceeding to accept money in satisfaction of such Interest pursuant to section 363(f)(5) or fall within one or more of the other subsections of section 363(f) and, therefore, are adequately protected by having their Interests in the Acquired Assets attach solely to the proceeds of the Transaction ultimately attributable to the sale of the property on which such holders have an Interests, in the same order

⁴ "Closing Date" means the date on which the Transaction closes.

of priority, and with the same validity, force and effect that such Interests had prior to the consummation of the Transaction, subject to any rights, claims or defenses of the Debtors and their estates. Any Interest holders that did not object, or that withdrew their objections, to the Motion or the Transaction, are deemed to have consented to the sale of the Acquired Assets free and clear of their respective Interests in the Acquired Assets pursuant to section 363(f)(2) of the Bankruptcy Code.

N. The Buyer would not have entered into the Purchase Agreement and would not consummate the Transaction or the other transactions contemplated thereby if the sale of the Acquired Assets were not free and clear of all Interests (other than those Interests expressly assumed under, or expressly permitted by, the Purchase Agreement), or if the Buyer would, or in the future could, be liable for any such Interests. A sale of the Acquired Assets other than one free and clear of all Interests would adversely impact the Debtors, their estates and their creditors, and would yield substantially less value for the Acquired Assets and the Debtors' estates, with less certainty than provided by the Transaction. The total consideration to be provided under the Purchase Agreement reflects the Buyer's reliance on this Order to provide it, pursuant to sections 105(a) and 363(f) of the Bankruptcy Code, with title to, and possession of, the Acquired Assets free and clear of all Interests, including, without limitation, any potential derivative, vicarious, transferee or successor liability Interests.

O. The disclosures made by the Debtors concerning the Auction, the Motion, the Sale Hearing, the Purchase Agreement, the Transaction and the relief granted herein were good, complete and adequate. A reasonable opportunity to object and be heard regarding the relief granted herein has been afforded to all interested persons and entities consistent with the requirement of the Bankruptcy Code, Bankruptcy Rules and Local Rules.

P. Neither the Buyer nor any of its affiliates, officers, directors, partners or any of their respective successors or assigns is an "insider" or "affiliate" of any of the Debtors, as those terms are defined in sections 101(31) and 101(2) of the Bankruptcy Code.

Q. The Auction was conducted and the Purchase Agreement was negotiated, proposed and entered into by the Debtors and the Buyer without collusion, in good faith and from an arm's-length bargaining position, and is substantively and procedurally fair to all parties. The Buyer is a good-faith purchaser under section 363(m) of the Bankruptcy Code and, as such, is entitled to all of the protections and immunities afforded thereby and accordingly, the reversal or modification on appeal of the authorization provided herein to consummate the Transaction shall not affect the validity of the Transaction nor the sale of the Acquired Assets to the Buyer free and clear of Interests, unless such authorization is duly stayed pending such appeal. The Buyer has acted in good faith in all respects in connection with this proceeding, in that: (i) the Buyer recognized that the Debtors were free to deal with other parties interested in acquiring the Acquired Assets; (ii) all payments to be made by the Buyer and other agreements entered into by the Buyer in connection with the sale of the Acquired Assets have been disclosed; (iii) the negotiation and execution of the Purchase Agreement and related agreements was in good faith and was an arm's-length transaction; and (iv) the disclosure requirements required by Local Rule 6004-1 have been satisfied. Neither the Debtors nor the Buyer have engaged in any conduct that would prevent the application of section 363(m) of the Bankruptcy Code or cause the application of, or implicate, section 363(n) of the Bankruptcy Code to the Purchase Agreement, or to otherwise prevent the consummation of the Transaction contemplated by the Purchase Agreement. The Buyer has acted in good faith within the meaning of section 363(m) of the Bankruptcy Code in closing the Transaction contemplated by the Purchase Agreement at any time after entry of this Order.

R. Except as expressly set forth in the Purchase Agreement, the Buyer shall not have any liability or obligation for any lien, claim, encumbrance or interest, or other obligation of or against the Debtors, related to the Acquired Assets by reason of the transfer of the Acquired Assets to the Buyer.

S. Neither the Buyer nor any of its affiliates, officers, directors, partners or any of their respective successors or assigns, as a result of any action taken in connection with the purchase of the Acquired Assets, shall be deemed to: (i) be a successor (or other similarly situated party) to the Debtors; or (ii) have, *de facto* or otherwise, merged with or into the Debtors. The Buyer is not acquiring or assuming any liability, warranty or other obligation of the Debtors, except as expressly set forth in the Purchase Agreement and/or the Assignment and Assumption Order.

T. Except as otherwise provided in the Purchase Agreement, the transfer of the Acquired Assets to the Buyer will not subject the Buyer to any liability for claims against the Debtors by reason of such transfer under the laws of the United States, any state, territory or possession thereof, including, without limitation, claims relating to the operation of the Debtors' business before the Closing Date, including: (i) workmen's compensation, occupational disease, or unemployment or temporary disability insurance claims; (ii) environmental liabilities, debts, claims or obligations which may be asserted on any basis; (iii) any successor liability to any state taxing authority with regard to any tax; and (iv) any bulk sales or similar law.

U. Neither the Transaction nor the Purchase Agreement impermissibly restructure the rights of the Debtors' creditors or impermissibly dictate the terms of a chapter 11 plan of the Debtors. Neither the Transaction nor the Purchase Agreement constitute a *sub rosa* plan and are not in violation of creditors' voting rights.

V. Subject to entry of this Order, the Debtors, acting by and through their existing agents, representatives and officers, have full corporate power and authority to execute, deliver and perform under the Purchase Agreement, and no further consents or approvals are required for the Debtors to consummate the Transaction, except as otherwise provided in the Purchase Agreement.

W. The potential assumption and assignment of the Designation Leases pursuant to the terms of this Order, including, by incorporation, the form of Assignment and Assumption Notice (as defined herein) and the form of Assignment and Assumption Order, are integral to the Purchase Agreement and are in the best interests of the Debtors and their estates, their creditors and other parties in interest, and represents the reasonable exercise of sound and prudent business judgment by the Debtors. For the avoidance of doubt, notwithstanding anything to the contrary set forth in this Order or the Purchase Agreement, the sale, conveyance, assignment and transfer of the Designation Rights to the Buyer does not, in and of itself, effectuate a sale, conveyance, assignment or transfer of any Designation Lease to the Buyer or an assumption by the Buyer or any other Assignee of any Designation Lease.

X. To maximize the value of the IP, the Designation Rights and the Designation Leases, it is essential that the closing of the Transaction occurs within the time constraints set forth in the Purchase Agreement. Time is of the essence in consummating the Transaction.

Y. The Debtors have articulated good and sufficient reasons for the Court to grant the relief requested in the Motion.

Z. The consummation of the Transaction is legal, valid and properly authorized under all applicable provisions of the Bankruptcy Code, including, without limitation, sections 105(a),

363(b), 363(f), 363(m), 365(b) and 365(f) of the Bankruptcy Code, and all of the applicable requirements of such section shall have been complied with in respect of the Transaction.

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

I. Approval of the Transaction and Entry into the Purchase Agreement

1. The Motion and the relief requested therein are granted and approved as set forth herein.

2. The Debtors are hereby authorized to enter into the Purchase Agreement and the Transaction contemplated therein. The failure specifically to include any particular provision of the Purchase Agreement in this Order shall not diminish or impair the effectiveness of such provision.

3. Any and all objections, if any, to the Motion or the relief requested therein that have not been withdrawn, waived, or settled, and all reservations of rights included in such objections are hereby overruled on the merits with prejudice.

II. Consummation of Sale Transaction

4. Pursuant to sections 105, 363 and 365 of the Bankruptcy Code, the Debtors, as well as their officers, employees and agents, are authorized to execute, deliver and perform their obligations under and comply with the terms of the Purchase Agreement and to close and consummate the Transaction, pursuant to and in accordance with the terms and conditions of the Purchase Agreement and this Order.

5. The Debtors, their affiliates and their respective officers, employees and agents, are authorized to execute and deliver, and authorized to perform under, consummate and implement

all additional instruments and documents that may be reasonably necessary or desirable to implement the Purchase Agreement and to take all further actions as may be necessary or appropriate to the performance of the obligations contemplated by the Purchase Agreement or to implement the Transaction, all without further order of the Court. For the avoidance of doubt, notwithstanding anything to the contrary set forth in this Order or the Purchase Agreement: (i) the sale, conveyance, assignment and transfer of the Designation Rights to the Buyer shall not, in and of itself, effectuate a sale, conveyance, assignment or transfer of any Designation Lease to the Buyer or an assumption by the Buyer or any other Assignee of any Designation Lease, which sale, conveyance, transfer and assumptions shall occur only upon the occurrence of an applicable Lease Assignment Closing Date and only to the Assignee specified in connection therewith pursuant to an Assignment and Assumption Order entered by this Court; and (ii) all rights of the applicable counterparty to a Designation Lease to object to the assignment of such Designation Lease and the form of Assignment and Assumption Order, prior to the applicable Assignment and Assumption Order becoming a final order, are fully preserved.

6. Any amounts paid by the Buyer in respect of the June Rent or the July Rent, as applicable, shall be used solely to pay June Rent and/or July Rent (or to reimburse the Debtors for the payment of such June Rent or July Rent) and shall not be used by the Debtors or any other person or entity for any other purpose, and any amounts paid by the Buyer directly to the Debtors in respect of Carrying Costs shall be used solely to pay such Carrying Costs (or to reimburse the Debtors for the payment of such Carrying Costs) and shall not be used by the Debtors or any other person or entity for any other purpose. Unless otherwise agreed to by the Buyer and the Debtors, the Debtors shall be the party responsible for issuing and making, and are hereby authorized to issue and make, payments in connection with the June Rent, July Rent and Carrying Costs to the

applicable landlord, regulatory agency, taxing authority, third party provider of maintenance services and/or other person or entity entitled to receive such payment. Upon closing of the sale of the Designation Rights, the June Rent shall be released from escrow to the Debtors for distribution to the landlords or, if applicable, to the Debtors to reimburse payments made to applicable landlords on account of June Rent, in accordance with the Purchase Agreement. For the avoidance of doubt, all Cash Consideration and any payments to the Debtors on account of reimbursements to the Debtors for payments made on account of June Rent, July Rent or Carrying Costs shall be proceeds of Postpetition DIP Collateral (as defined in the Final DIP Financing Order) and shall be subject to the provisions of the Final DIP Financing Order and the Approved Budget (as defined therein).

7. Each and every federal, state, local, or foreign government or governmental or regulatory authority, agency, board, bureau, commission, court, department, or other governmental entity is hereby authorized to accept any and all documents and instruments necessary and appropriate to consummate the Transaction contemplated by the Purchase Agreement.

8. This Order and the Purchase Agreement, and any actions taken pursuant hereto or thereto, shall survive entry of any order that may be entered (a) confirming or consummating any plan of reorganization or liquidation of the Debtors, (b) converting the Chapter 11 Cases to cases under chapter 7 of the Bankruptcy Code or (c) dismissing the Chapter 11 Cases. This Order and the Purchase Agreement shall be binding in all respects upon the Debtors, their estates, all creditors, all holders of equity interests in any Debtor, all holders of any Interests or claims (whether known or unknown) against any Debtor, all counterparties to any executory contract or unexpired lease of the Debtors, the Buyer and all successors and assigns of the Buyer, and any trustees, examiners or other fiduciaries under any section of the Bankruptcy Code, if any,

subsequently appointed in the Chapter 11 Cases or upon a conversion to chapter 7 under the Bankruptcy Code of the Chapter 11 Cases. For the avoidance of doubt, nothing in this Order shall waive or modify any deadline or requirement provided in section 365(d)(4) of the Bankruptcy Code.

9. The terms and provisions of the Purchase Agreement and this Order shall inure to the benefit of the Debtors, their estates and their creditors, the Buyer and its Affiliates, designees, successors and assigns, notwithstanding any subsequent appointment of any trustee(s), party, entity or other fiduciary under any section of any chapter of the Bankruptcy Code, as to which trustee(s), party, entity or other fiduciary such terms and provisions likewise shall be binding.

III. Designation Rights Procedures

10. The procedures for the Buyer to exercise the Designation Rights set forth in the Purchase Agreement and this Order are approved.

11. The Debtors are authorized, at the direction of the Buyers pursuant to the Purchase Agreement, to seek to assume and assign, pursuant to sections 363 and 365 of the Bankruptcy Code and the *Final Order (I) Authorizing and Approving Procedures for Rejection and Assumption and Assignment of Executory Contracts and Unexpired Leases, (II) Authorizing Abandonment of Certain Personal Property, and (III) Granting Related Relief* [Dkt. 438] (the "Rejection and Assumption Procedures Order"), the Designation Leases to a designated Assignee. Each of the Designation Leases constitutes an unexpired lease within the meaning of section 365 of the Bankruptcy Code. During the Designation Rights Period, Designation Leases designated by the Buyer for assumption and assignment will be deemed assumed and assigned by the Debtors effective in accordance with the timing and the procedures set forth in the Purchase Agreement, the Rejection and Assumption Procedures Order, the Assignment and Assumption Notice and

below. Subject to entry of an Assignment and Assumption Order, the assumption of any liabilities under the Leases shall constitute a legal, valid and effective delegation of all liabilities thereunder to the applicable Assignee and, following payment of any Amounts related thereto and except as expressly set forth in the Purchase Agreement, this Order or the Rejection and Assumption Procedures Order shall divest the Debtors of all liability with respect to such Designated Leases for any breach of such Lease occurring after the applicable Lease Assignment Closing Date; *provided, however*, that prior to the Lease Assignment Closing Date, nothing herein shall relieve the Debtors of their obligations under the Designation Leases pursuant to the Bankruptcy Code. Upon instruction from the Buyer, the Debtors shall file and serve on the applicable landlord a *Notice of Assumption and Assignment of Certain Executory Contracts and/or Unexpired Leases*, in substantially the form attached as Exhibit B to the Rejection and Assumption Procedures Order and with such modifications as are necessary to conform to the terms of the Purchase Agreement and this Order (an "Assignment and Assumption Notice"), together with a proposed Assignment and Assumption Order, substantially in the form attached as Exhibit C hereto.

12. Any party seeking to object to the assumption and assignment of any Designation Lease (an "Assignment and Assumption Objection") must do so in accordance with the procedures outlined in the Assignment and Assumption Notice.

13. If no Assignment and Assumption Objection is filed by the Assumption Objection Deadline, the Debtors may submit to the Court the Assignment and Assumption Order attached to the Assignment and Assumption Notice, under certification of counsel and without further notice or hearing.

14. If an Assignment and Assumption Objection is timely filed and not withdrawn, the Debtors, the Buyer and the objecting landlord shall have authority to compromise, settle or

otherwise resolve any objections without further order of the Court. If the Debtors, the Buyer and the objecting landlord determine that the objection cannot be resolved without judicial intervention, then the Debtors, with the consent of the Buyer, shall schedule a hearing on such objection in accordance with the Rejection and Assumption Procedures Order.

15. All entities are hereby forever prohibited and permanently barred, estopped and enjoined from taking any action that would adversely affect or interfere with the ability of the Debtors to sell and transfer the Designation Rights to the Buyer in accordance with the terms of the Purchase Agreement and this Order.

16. Effective as of the Closing Date, the sale and assignment of the Designation Rights by the Debtors to the Buyer shall constitute a legal, valid and effective transfer of the Designation Rights, notwithstanding any requirement for approval or consent by any person, and will vest the Buyer with all right, title and interest of the Debtors in and to the Designation Rights, free and clear of all Interests (other than any Interests expressly assumed under, or expressly permitted by, the Purchase Agreement), pursuant to section 363(f) of the Bankruptcy Code.

17. Upon entry of an Assignment and Assumption Order as to any Designation Lease, such Designation Lease shall be transferred to the Buyer free and clear of all liens, claims, encumbrances and Interests of any kind, pursuant to sections 105(a), 363(b) and 363(f) of the Bankruptcy Code, provided however, that nothing in this paragraph 17 shall affect the rights of any applicable party under section 365 of the Bankruptcy Code.

18. The provisions of this Order authorizing the sale and transfer of the Designation Rights free and clear of Interests shall be self-executing, and neither the Debtors nor the Buyer shall be required to execute or file releases, termination statements, assignments, consents or other instruments in order to effectuate, consummate or implement the provisions of this Order. For the

avoidance of doubt, on or after the Closing Date, the Debtors and/or the Buyer shall be authorized, but not directed, to file any such releases, termination statements, assignments, consents or other instruments in any jurisdiction to record the release, discharge and termination of Interests on the Designation Rights pursuant to the terms of this Order.

19. This Order shall be (i) effective as a determination that, as of the Closing Date, all Interests on the Designation Rights (except as otherwise expressly assumed under, or expressly permitted by, the Purchase Agreement) shall be unconditionally released, discharged and terminated as to the Buyer and the Designation Rights; and (ii) binding upon all persons and entities, including all the Debtors' creditors and any holder of an Interest on the Designation Rights to any of the Designation Leases, and all such persons and entities are hereby authorized and directed to execute such documents and take all other actions as may be reasonably necessary to release their respective Interests on the Designation Rights, if any. If any person or entity that has filed a financing statement, mortgage, mechanics lien, *lis pendens* or other document, instrument, notice or agreement evidencing any Interests on the Designation Rights has not delivered to the Debtors on or before the Closing Date, in proper form for filing and executed by the appropriate parties, termination statements, releases or instruments of satisfaction that the person or entity has with respect to the Designation Rights, the Debtors and/or the Buyer are authorized to (x) execute and file such termination statements, releases, instruments of satisfaction or other documents with respect to the Designation Rights on behalf of the applicable person or entity; and (y) file, register or otherwise record a certified copy of this Order which, once filed, registered or otherwise recorded, shall constitute conclusive evidence of the release of all Interests on the Designation Rights. This Order is deemed to be in recordable form sufficient to be placed in the filing or

recording system of each and every federal, state, local, tribal or foreign government agency, department or office.

20. Persons are prohibited from taking any action to adversely affect or interfere with the ability of the Debtors to transfer the Designation Rights to the Buyer in accordance with the Purchase Agreement and this Order; *provided* that the foregoing restriction shall not prevent any party from appealing this Order in accordance with applicable law or opposing any appeal of this Order, or in seeking assignment of a Designated Lease to an Affiliate of the Buyer at the direction of the Buyer consistent with the Purchase Agreement.

IV. No Successor or Other Derivative Liability

21. By virtue of the Transaction, the Buyer and its affiliates, successors and assigns shall not be deemed or considered to, (a) be a legal successor, or otherwise be deemed a successor to any of the Debtors, (b) have, de facto or otherwise, merged with or into any or all Debtors, or (c) be a continuation or substantial continuation, or be holding itself out as a mere continuation, of any of the Debtors or their respective estates, businesses or operations, or any enterprise of the Debtors, in each case by any law or equity, and the Buyer has not assumed nor is it in any way responsible for any liability or obligation of the Debtors or the Debtors' estates. Except as expressly set forth in the Purchase Agreement, the Buyer and its affiliates, successors and assigns shall have no successor, transferee or vicarious liability of any kind or character, including, under any theory of foreign, federal, state or local antitrust, environmental, successor, tax, ERISA, assignee or transferee liability, labor, product liability, employment, de facto merger, substantial continuity, or other law, rule, regulation or doctrine, whether known or unknown as of the Closing Date, now existing or hereafter arising, whether asserted or unasserted, fixed or contingent, liquidated or unliquidated with respect to the Debtors or any obligations of the Debtors arising prior to the

Closing Date, including liabilities on account of any taxes or other governmental authority fees, contributions or surcharges, in each case arising, accruing or payable under, out of, in connection with, or in any way relating to, the IP or the operation of any assumed and assigned Designation Lease prior to the Closing Date or arising based on actions of the Debtors taken after the Closing Date.

22. Subject to any other orders of this Court and the requirements of the Purchase Agreement, if, prior to each Lease Assignment Closing, the Debtors do not remove Trade Fixtures in any applicable Designated Store, such Trade Fixtures shall be deemed abandoned to the Buyer or the applicable Assignee effective upon the Lease Assignment Closing pursuant to section 544 of the Bankruptcy Code. For the avoidance of doubt, and except as may be further negotiated by the Debtors and the Buyer, the Debtors shall remove all inventory prior to each Lease Assignment Closing.

V. Other Provisions

23. The Purchase Agreement may be modified, amended or supplemented by the parties thereto, in a writing signed by such parties and in accordance with the terms thereof, without further order of the Court, provided that any such modification, amendment or supplement does not have a material adverse effect on either the Debtors, the Buyer, or the economic interests of the DIP Lenders.

24. The automatic stay pursuant to section 362 of the Bankruptcy Code is hereby modified to the extent necessary, without further order of the Court, (i) to allow the Buyer to give the Debtors any notice provided for in the Purchase Agreement, (ii) to allow the Buyer to take any and all actions permitted by the Purchase Agreement in accordance with the terms and conditions

thereof, including, without limitation, effectuating the Transaction and (iii) to otherwise implement the terms and provisions of the Purchase Agreement and this Order.

25. The Transaction is undertaken by the Buyer without collusion and in good faith, as that term is used in section 363(m) of the Bankruptcy Code, and accordingly, the reversal or modification on appeal of the authorization provided herein of the Transaction shall neither affect the validity of the Transaction nor the transfer of the Acquired Assets, free and clear of claims, unless such authorization is duly stayed before the closing of the sale of Acquired Assets pending such appeal. The Buyer is a good faith purchaser of the Acquired Assets and is entitled to all of the benefits and protections afforded by section 363(m) of the Bankruptcy Code. The Debtors and the Buyer will be acting in good faith if they proceed to consummate the Sale Transaction at any time after entry of this Order.

26. Neither the Debtors nor the Buyer has engaged in any conduct that would cause or permit the Purchase Agreement to be avoided or costs and damages to be imposed under section 363(n) of the Bankruptcy Code. Accordingly, the Purchase Agreement and the Transaction shall not be avoidable under section 363(n) of the Bankruptcy Code, and no party shall be entitled to any damages or other recovery pursuant to section 363(n) of the Bankruptcy Code in respect of the Purchase Agreement or the Transaction.

27. Notwithstanding the provisions of Bankruptcy Rules 6004(h), 6006(d) or 7062 or any applicable provisions of the Local Rules, this Order shall not be stayed after the entry hereof, but shall be effective and enforceable immediately upon entry, and the fourteen (14) day stay provided in Bankruptcy Rules 6004(h) and 6006(d) is hereby expressly waived and shall not apply. Time is of the essence in closing the Transaction and the Debtors and the Buyer intend to close the Transaction as soon as practicable. Any party objecting to this Order must exercise due diligence

in filing an appeal and pursuing a stay within the time prescribed by law and prior to the Closing Date, or risk its appeal will be foreclosed as moot.

28. No bulk sales laws, bulk sales tax law or any similar law of any state or other jurisdiction applies in any way to the Transaction.

29. In the event that there is a direct conflict between the terms of this Order, the Purchase Agreement, and any documents executed in connection therewith, the provisions contained in this Order, the Purchase Agreement, and any documents executed in connection therewith shall govern, in that order. Nothing contained in any chapter 11 plan hereinafter confirmed in these Chapter 11 Cases, any order confirming such plan, or in any other order of any type or kind entered in these Chapter 11 Cases (including any order entered after any conversion of any or all of these Chapter 11 Cases to cases under chapter 7 of the Bankruptcy Code) or in any related proceeding shall alter, conflict with or derogate from the provisions of the Purchase Agreement or the terms of this Order.

30. To the extent that this Order is inconsistent with any prior order or pleading with respect to the Motion in the Chapter 11 Cases, the terms of this Order shall govern.

31. The provisions of this Order are non-severable and mutually dependent.

32. The Debtors are authorized to take all actions necessary to effectuate the relief granted pursuant to this Order.

33. This Court shall retain jurisdiction to, among other things, interpret, enforce and implement the terms and provisions of this Order and the Purchase Agreement, all amendments thereto, any waivers and consents thereunder (and of each of the agreements executed in connection therewith), to adjudicate disputes related to this Order or the Purchase Agreement (and

such other related agreements, documents or other instruments) and to enforce the injunctions set forth herein.

34. All time periods set forth in this Order and the Purchase Agreement shall be calculated in accordance with Bankruptcy Rule 9006(a).

Exhibit A

Designated Leases

Exhibit B

Purchase Agreement

Exhibit C

Assignment and Assumption Order

EXHIBIT B

FORM OF ASSUMPTION AND ASSIGNMENT ORDER

[See Attached]

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

	)	
	)	
In re:	)	Chapter 11
	)	
NUMBER HOLDINGS, INC., <u>et al.</u> , ¹	)	Case No. 24-10719 (JKS)
	)	
Debtors.	)	Jointly Administered
	)	
	)	
	)	

**ORDER APPROVING ASSUMPTION
AND ASSIGNMENT OF CERTAIN UNEXPIRED LEASES
DESIGNATED IN DEBTORS' [FIRST] NOTICE OF ASSUMPTION AND
ASSIGNMENT**

Pursuant to the [**Sale Order**] (the "Sale Order");² and this Court having jurisdiction over this matter under 28 U.S.C. § 1334; and this Court having found that this is a core proceeding under 28 U.S.C. § 157(b) and that this Court may enter a final order consistent with Article III of the United States Constitution; and this Court having found that venue of this proceeding in this district is proper under 28 U.S.C. §§ 1408 and 1409; and this Court having found that the relief requested is in the best interests of the Debtors' estates, their creditors, and other parties in interest; and the Debtors having properly filed and served the [•] (the "Assumption Notice") to each applicable party, including those parties set forth in Schedule 1 attached hereto (the "Assumption Schedule"), in accordance with the terms of the Sale Order and the Rejection and Assumption Procedures Order; and due and proper notice of the Sale Order and Assumption

¹ The Debtors in these Chapter 11 Cases, along with the last four digits of each Debtor's federal tax identification number, as applicable, are: (i) Number Holdings, Inc. (1463); (ii) 99 Cents Only Stores LLC (1605); (iii) 99 Cents Only Stores Texas, Inc. (1229); (iv) 99 Cents PropCo LLC (7843); (v) 99 Cents HoldCo LLC (3987); and (vi) Bargain Wholesale LLC (8030). The Debtors' principal offices are located at 1730 Flight Way, Suite 100, Tustin, CA 92782.

² Capitalized terms not defined herein have the meaning attributed to them in the Sale Order.

Notice having been provided to each applicable counterparty, and it appearing that no other notice need be provided; and after due deliberation and sufficient cause appearing therefor, it is

HEREBY ORDERED THAT:

1. The Real Property Leases (defined below) listed in the Assumption Schedule are assumed and assigned to Dollar Tree Stores, Inc. (or its designee) (the "Assignee"), effective as of the Lease Assignment Date (defined below), pursuant to the terms and conditions set forth in this Order, the Sale Order and that certain Asset Purchase Agreement, dated as of [●], 2024, by and among the Assignee and [99 Cents Only Stores LLC], which is hereby approved in its entirety and is incorporated herein by reference.

2. Pursuant to sections 105(a) and 363(f) of the Bankruptcy Code, the assignment of any Real Property Lease shall:

- a. be free and clear of all Interests (as defined in the Sale Order), other than any Interests expressly assumed under, or expressly permitted by, the Purchase Agreement; and
- b. constitute a legal, valid and effective transfer of such Real Property Lease and vest the Assignee with all rights, titles, and interests to the applicable Real Property Lease.

For the avoidance of doubt, except as modified by this Order all provisions of the applicable assigned Real Property Lease, including any provision limiting future assignment, shall be binding on the Assignee.

3. Pursuant to section 365(b)(1)(A) and (B) of the Bankruptcy Code, on the effective date (the "Lease Assignment Date") of the assignment of any unexpired lease of nonresidential real property (each a "Real Property Lease"), which shall occur on the later of the date listed in Schedule 1 and the date of entry of this Order, the Assignee shall within five (5) business days of receiving ACH / wire instructions and a W-9 from the landlord matching the landlord of record

pay to the applicable landlord all undisputed cure amounts set forth in Schedule 1 attached hereto (the "Cure Amounts") with respect to each such Real Property Lease. The Cure Amounts represent any and all amounts accrued and owed under the Real Property Lease through the Lease Assignment Date and represent Assignee's sole payment obligation on behalf of the applicable Debtor's outstanding liabilities. Assignee's sole obligation with respect to the Cure Amounts shall be to pay such amounts and any other amounts agreed upon between the applicable Debtor and Assignee. The Assignee shall assume the obligations of the applicable Debtor(s) under each such Real Property Lease arising from and after the applicable Lease Assignment Date, including, for the avoidance of doubt, (i) amounts owed under each assigned Real Property Lease that accrue after the Lease Assignment Date, such as common area maintenance, insurance, taxes, and similar charges; (ii) any regular or periodic adjustment or reconciliation of charges under each assigned Real Property Lease which accrue after the Lease Assignment Date; (iii) other obligations, including indemnification obligations, that arise on or after the Lease Assignment Date, for amounts that accrue or are related to underlying incidents that occur after the Lease Assignment Date; and (iv) any post-assignment obligations under the assigned Real Property Leases.

4. Upon assumption and assignment of any Real Property Lease and the payment of any Cure Amounts, if applicable, (a) the Debtors and their estates shall be relieved of any liability for breach of such Real Property Lease occurring after the applicable Lease Assignment Date pursuant to section 365(k) of the Bankruptcy Code; and (b) except for the Assignee's obligation to pay the applicable Cure Amount, the Real Property Lease landlord is hereby barred and permanently enjoined from asserting against the Debtors and the Assignee any default, claim or liability existing, accrued, arising or relating to the Real Property Lease for the period prior to

the Lease Assignment Date. Further, Assignee shall have no liability for claims or causes of action (whether known or unknown) including third-party tort claims that arose prior to the Lease Assignment Date or for incidents that occurred prior to the Lease Assignment Date and all other persons and entities holding such claims against the Debtors or the Real Property Lease for the period prior to the Lease Assignment Date, are hereby forever barred, estopped, and permanently enjoined from asserting or pursuing such claims against the Assignee, its affiliates, successors or assigns, its property or the Real Property Lease.

5. Any provision in any Real Property Lease that purports to declare a breach or default as a result of a change or transfer of control or any interest in respect of the Debtors is unenforceable (but only in connection with the assignment of a Real Property Lease pursuant to the Order on Assumption and Rejection Procedures and this Order), and all Real Property Leases shall remain in full force and effect notwithstanding assignment thereof. No sections or provisions of any Real Property Lease, that in any way purport to,

- a. prohibit, restrict or condition the Debtors' assignment of such Real Property Lease (including, but not limited to, continuous operation covenants, use restrictions or the conditioning of such assignment on the consent of the non-debtor party to such Real Property Lease);
- b. provide for the cancellation or modification of the terms of the Real Property Lease based on the filing of a bankruptcy case, the financial condition of the Debtors or similar circumstances, such as those prohibited by section 365(e) of the Bankruptcy Code;
- c. provide for additional payments (e.g., so called "profit" sharing/splitting), penalties, fees, charges or other financial accommodations in favor of the non-debtor third party to such Real Property Lease upon assignment thereof; or
- d. provide for any rights of first refusal on a landlord's part, or any recapture or termination rights in favor of a landlord, or any right of a landlord to take an assignment or sublease from a tenant,

shall have any force or effect with respect to the grant and honoring of the designation rights

provided for in the Asset Purchase Agreement, dated as of [•], 2024, by and among the Debtors and the Assignee (the "Agreement"), because they constitute unenforceable anti-assignment provisions under section 365(f) of the Bankruptcy Code and/or are otherwise unenforceable under section 365(e) of the Bankruptcy Code, but only in connection with the assignment of a Real Property Lease pursuant to the Agreement.

6. Upon the assumption and assignment of a Real Property Lease to the Assignee under the provisions of this Order, no default shall exist under the Real Property Lease, and no counterparty to the Real Property Lease shall be permitted to declare a default by any Debtor or otherwise take action against the Assignee or the Debtors as a result of any Debtor's financial condition, bankruptcy or failure to perform any of its obligations under the Real Property Lease. Upon assumption and assignment of any Real Property Lease pursuant to the Assumption Procedures, the Assignee shall enjoy all of the rights and benefits under each such Real Property Lease as of the applicable Lease Assignment Date.

7. Subject to an applicable landlord's right to object pursuant to the Order on Assumption and Rejection Procedures, notwithstanding any provision in any Real Property Lease that purports to prohibit, restrict or condition such action, upon the assumption and assignment of such Real Property Lease to Assignee in accordance with the terms of the Order on Assumption and Rejection Procedures,

a. Assignee shall be authorized to:

- i. use the applicable store, subject to section 365(b)(3) of the Bankruptcy Code, upon consummation of the assumption and assignment of such Real Property Lease to Assignee for Assignee's operation under the name Dollar Tree for use as a retail variety store selling general merchandise including food and beverages ("Assignee's Permitted Use"), and Assignee shall not be prevented from doing so by any recorded or unrecorded restriction, or exclusive granted by landlord,

- ii. operate such store under the Assignee's trade name or any other trade name which the Assignee owns or is authorized to use (including any of the Debtors' trade names, if applicable),
 - iii. make such alterations and modifications to the applicable store (including signage, together with appropriate changes to existing tenant signage in the respective shopping center or mall, including storefront signs, panels on all pylons, monuments, directional and other ground and off-premises signs where the Debtors are presently represented) deemed necessary by the Assignee as are necessary or desirable for the Assignee to conform such store to the Assignee's typical retail store consistent with Assignee's Permitted Use, submit and execute all building and signage permit applications without further consent of any party upon production of a copy of this Order, and any conditions grandfathered for the benefit of the Debtors shall be grandfathered for the benefit of Assignee,
 - iv. remain "dark" with respect to such store after such assumption and assignment until the date that is necessary to permit Assignee to remodel, restock, re-fixtue, change signage and/or until completion of the work described in clause (iii) above (so long as such date is not more than one hundred fifty (150) days after the applicable Lease Assignment Date or such longer period as may be allowed under the lease) or such later date as may be reasonably required for the restoration of such store,
 - v. self-insure any of its insurance obligations under the Real Property Lease so long as Assignee shall have at all times a net worth of at least Fifty Million Dollars (\$50,000,000); *provided*, however, to the extent any obligation cannot be self-insured any required insurance may be satisfied by both general and umbrella coverage, and
 - vi. exercise, utilize or take advantage of any renewal options and any other current or future rights, benefits, privileges, and options granted or provided to the Debtors under such Real Property Lease (including all of the same which may be described or designated as, or purport to be, "personal" to the Debtors or to a named entity in such Real Property Lease or to be exercisable only by the Debtors or by a named entity or an entity operating under a specific trade name), and
- b. any reference in the Real Property Lease to the Debtors shall hereinafter mean Assignee.

8. Upon payment of the Cure Amounts with respect to any Real Property Lease, the applicable landlord shall be forever barred and enjoined from asserting against the Debtors, their

estates and the Assignee any claim in connection with: (a) any breach or default, monetary or non-monetary, existing and which accrued prior to the Lease Assignment Date with respect to the Real Property Lease, or (b) any objection to the assumption and assignment of such Real Property Lease, whether or not such non-debtor party filed a proof of claim.

9. The Debtors are authorized to take any action necessary to implement the terms of this Order and the assumption and assignment without further order from this Court. All persons that are currently in possession of the premises leased under the Real Property Lease are hereby directed to surrender possession of the premises to the Assignee as of the entry of this Order and the effective date of assignment as set forth in the Assumption Schedule.

10. All recording officers are authorized to strike recorded encumbrances, claims, liens and other interests against the Real Property Lease recorded prior to the date of this Order. To the extent permitted by applicable law, a certified copy of this Order may be filed with the appropriate recording officers to evidence cancellation of any recorded encumbrances, claims, liens and other interests against the Real Property Lease recorded prior to the date of this Order. All recording officers are hereby authorized to accept for filing any and all of the documents and instruments necessary and appropriate to consummate the transactions contemplated by the Agreement and this Order. Utility providers are directed not to discontinue service and to cooperate with the transfer of utilities to Assignee without any transfer fees. Assignee's liability for such utility usage commences as of the Lease Assignment Date; *provided*, for the avoidance of doubt, that this Order does not affect the Debtors' liability, if any, for utility charges incurred before the Lease Assignment Date.

11. The Assignee and its affiliates, successors and assigns shall not be deemed or considered to:

- a. be a legal successor, or otherwise be deemed a successor to any of the Debtors,
- b. have, *de facto* or otherwise, merged with or into any or all Debtors, or
- c. be a continuation or substantial continuation, or be holding itself out as a mere continuation, of any of the Debtors or their respective estates, businesses or operations, or any enterprise of the Debtors, in each case by any law or equity, and the Assignee has not assumed nor is it in any way responsible for any liability or obligation of the Debtors or the Debtors' estates except as expressly set forth herein and in the Assumption and Assignment Agreement.

12. The Assignee and its affiliates, successors and assigns shall have no successor, transferee or vicarious liability of any kind or character, including, under any theory of foreign, federal, state or local antitrust, environmental, successor, tax, ERISA, assignee or transferee liability, labor, product liability, employment, de facto merger, substantial continuity or other law, rule regulation or doctrine, whether known or unknown as of the Lease Assignment Date, now existing or hereafter arising, whether asserted or unasserted, fixed or contingent, liquidated or unliquidated with respect to the Debtors or any obligations of the Debtors arising prior to the Lease Assignment Date, including liabilities on account of any taxes or other governmental authority fees, contributions or surcharges, in each case arising, accruing or payable under, out of, in connection with, or in any way relating to, the operation of the Real Property Lease prior to the Lease Assignment Date or arising based on actions of the Debtors taken after the Lease Assignment Date.

13. The Assignee is a “good faith purchaser,” within the meaning of section 363(m) of the Bankruptcy Code, of the Real Property Leases and is entitled to all of the benefits and protections afforded by section 363(m) of the Bankruptcy Code. The parties will be acting in good faith if they proceed to consummate the assignment at any time after entry of this Order.

This order is effective immediately, notwithstanding Bankruptcy Rules 6004(h), 6006(d), and any similar provision of law.

14. Any and all property located on or in the leased premises after the Lease Assignment Date of the applicable Real Property Lease shall be deemed abandoned pursuant to section 554 of the Bankruptcy Code, as is, effective as of the Lease Assignment Date. As of the Lease Assignment Date, the Assignee or its designee may, in its sole discretion and without further notice to any party or order of the Court, utilize and/or dispose of such abandoned property without further notice or liability to the Debtors or third parties and, to the extent applicable, the automatic stay is modified to allow such disposition. The rights of the counterparty to each Real Property Lease to assert claims for the disposition of the abandoned property are reserved, as are all parties' rights to object to such claims.

15. This Court shall retain jurisdiction to resolve any dispute arising from or related to this Order.

Schedule 1

Assumption Schedule

Debtor Name	Contract Counterparty	Counterparty Address	Description of Contract	Store No.	Store Address	Assignee	Cure Amount	Assumption Date

EXHIBIT C

Form of Assignment of IP

[See Attached]

ASSIGNMENT OF IP

This Assignment of IP (“IP Assignment”), effective as of [•], 2024 (the “Effective Date”), is made and entered into by and among (a) [99 CENTS ONLY STORES LLC, a California limited liability company, and [OTHER SELLER ENTITIES (IF ANY)] ([together with the Company, individually or collectively, as the context may require,] (“Assignor”), and [DOLLAR TREE STORES, INC.], a Virginia corporation (together with its permitted designees, successors and assigns, “Assignee”, and together with the Assignor, the “Parties”). Unless otherwise defined herein, all capitalized terms will have the meanings ascribed to such terms in the Asset Purchase Agreement (as defined below).

RECITALS

WHEREAS, the Parties have entered into that certain Asset Purchase Agreement, dated [•], 2024, (the “Asset Purchase Agreement”).

WHEREAS, pursuant to the Purchase Agreement the Assignor has agreed to assign to the Assignee, among other assets, all of the Assignor’s right, title, and interest in and to the IP, including the Assigned Trademarks (as defined below) and the Assigned Domains (as defined below).

NOW, THEREFORE, in consideration of the sums paid and the mutual covenants, terms and conditions set forth herein and in the Purchase Agreement, the receipt and sufficiency of which are hereby acknowledged, and intending to be bound hereby, the Parties agree as follows:

ARTICLE 1

ASSIGNMENT OF IP

1.1 Assignment of IP. Effective as of the IP Closing Date, Assignor hereby irrevocably sells, assigns, transfers and conveys to Assignee, and Assignee hereby accepts, all of Assignor’s right, title and interest in and to the following:

1.1.1 all trademarks, service marks, trade names, fictional business names, commercial names, certification marks, collective marks and other proprietary rights to any words, names, slogans, symbols, logos, devices or combinations thereof used to identify, distinguish and indicate the source or origin of goods or services, used in or held for use in connection with any business of Assignor as previously or currently conducted or as contemplated to be conducted, and registrations, renewals, applications for registrations, equivalents and counterparts of the foregoing, including those set forth in Schedule A hereto (together, the “Assigned Trademarks”);

1.1.2 internet electronic addresses, uniform resource locators and alphanumeric designations associated therewith, used in or held for use in connection with any business of Assignor as previously or currently conducted or as contemplated to be conducted, including those set forth in Schedule B hereto, and registrations and applications for registration of any of the foregoing (“Assigned Domains”);

1.1.3 the goodwill of the business of Assignor associated with the Assigned Trademarks and the Assigned Domains and the goodwill otherwise connected with the use thereof and symbolized by the Assigned Trademarks and Assigned Domains;

1.1.4 the right to file, prosecute and maintain the Assigned Trademarks and Assigned Domains;

1.1.5 the right to collect royalties, fees or other payments and proceeds now and hereafter due and payable with respect to the Assigned Trademarks and the Assigned Domains; and

1.1.6 the right to initiate causes of action for injunctive relief and other remedies of any kind for all past, present and future infringement or misappropriation of the Assigned Trademarks and the Assigned Domains, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, violation, misuse, breach or default, with the right to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

1.2 Binding Effect of Assignment. The Assigned Trademarks and Assigned Domains are assigned, transferred, contributed, conveyed and delivered to Assignee, its successors, assigns, heirs and representatives for its and their own use and benefit, forever. Any finding of invalidity of one assignment as effected hereby shall not affect the assignment of any other Assigned Trademarks or Assigned Domains.

ARTICLE 2

RECORDATION; FURTHER ACTIONS

2.1 Trademark Recordation and Further Actions. Assignor hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions, including state trademark registries, to record and register this IP Assignment. Following the IP Closing Date, Assignor shall take such steps and actions, and provide such cooperation and assistance to Assignee and its successors, assigns and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney or other documents, as may be necessary to effect, evidence or perfect the assignment of the Assigned Trademarks to Assignee, or any assignee or successor thereto.

2.2 Assigned Domains. Following the IP Closing Date but in no event later than five business days following the IP Closing Date, Assignor shall execute all documents, papers, forms and authorizations, and take such other actions as are necessary to effectuate the transfer of ownership and control of the Assigned Domains to Assignee, and cause the Assigned Domains to be registered in the name of Assignee with the domain name registry (the "Registrar"). Control of the Assigned Domains will be deemed transferred to Assignee when:

2.2.1 Registrar has confirmed the transfer in accordance with its procedures therefor;

2.2.2 the applicable WHOIS database identifies Assignee as the registrant of the Assigned Domains; and

2.2.3 Assignee has administrative and technical access to the Assigned Domains, and sole control over where the Assigned Domains points.

2.3 Assignment. In connection with this IP Assignment, Assignee shall grant to Assignor and its affiliates a limited royalty-free license (until December 31, 2024) to utilize the Assigned Trademarks and Assigned Domains for the purpose of (a) liquidating or abandoning any remaining inventory containing such Assigned Trademarks, (b) completing the chapter 11 cases of Assignor and its affiliates and (c) completing the wind-down of their affairs.

ARTICLE 3

GENERAL TERMS

3.1 Amendment. No amendment or modification of this IP Assignment shall be valid unless the same shall be in writing and signed by each of the Parties. Such amendment or modification will be binding upon and inure to the benefit of, and be enforceable by, the Parties and their respective successors, assigns, heirs and representatives.

3.2 Purchase Agreement; Rules of Construction. This IP Assignment will not be deemed to supersede or in any way modify any of the provisions of the Asset Purchase Agreement. In the event the terms of this IP Assignment conflict with the terms of the Asset Purchase Agreement, the terms of the Asset Purchase Agreement will govern.

3.3 Binding on Successors; No Third-Party Beneficiaries. This IP Assignment will be binding upon and inure to the benefit of, and be enforceable by, the Parties and their respective successors, assigns, heirs and representatives. Nothing in this IP Assignment, express or implied, is intended to confer rights or remedies upon any Person other than the Parties and their respective successors, assigns, heirs and representatives.

3.4 Counterparts; Electronic Delivery. This IP Assignment may be executed in one or more counterparts (including by facsimile, PDF or other electronic method, including via DocuSign), each of which will be deemed an original, but all of which, together, shall constitute one and the same instrument.

3.5 Governing Law. This IP Assignment, its construction and the remedies for its enforcement or breach are to be applied pursuant to, and in accordance with, the laws of the State of Delaware, without regard to the principles of choice of law or conflicts of law thereof.

[Signature Pages Follow]

IN WITNESS WHEREOF, the Parties hereto have executed this IP Assignment as of the Effective Date.

[ASSIGNOR]:

99 CENTS ONLY STORES LLC

By: _____

Name: [•]

Title: [•]

ASSIGNEE:

[DOLLAR TREE STORES, INC.]

By: _____

Name: [•]

Title: [•]

SCHEDULE A TO ASSIGNMENT OF IP

Assigned Trademarks

[See Attached]

[Schedule B to APA to be Attached]

SCHEDULE B TO ASSIGNMENT OF IP

Assigned Domains

[Schedule B to APA to be Attached]

SCHEDULE A

Leases

[See Attached]

ST #	Name of Store	Location of Store	City	State	Zip	Cure Schedule	Monthly Gross Rent
0031	Pico Rivera	9535 Whittier Blvd	Pico Rivera	CA	90660	\$30,599.77	\$ 18,150.00
0032	Norwalk	14029 Pioneer Blvd	Norwalk	CA	90650	\$30,817.01	\$ 30,817.01
0039	Santa Ana	1514 N. Main St	Santa Ana	CA	92701	\$37,899.53	\$ 25,285.00
0047	Reseda	18215 Sherman Way	Reseda	CA	91335	\$20,492.68	\$ 20,492.68
0048	Harbor City	955 W. Sepulveda	Torrance	CA	90502	\$41,409.86	\$ 41,409.86
0049	Hunt. Beach-Springdale	15962 Springdale	Huntington Beach	CA	92649	\$20,879.40	\$ 20,879.40
0052	El Monte	11114 Ramona	El Monte	CA	91731	\$20,702.98	\$ 20,702.98
0054	Glendale	6401 San Fernando	Glendale	CA	91201	\$32,748.85	\$ 26,500.00
0055	Granada Hills	17034 Chatsworth	Granada Hills	CA	91344	\$32,467.19	\$ 32,467.19
0058	Lakewood	4929 Woodruff Ave	Lakewood	CA	90713	\$39,862.69	\$ 39,862.69
0064	Ontario	430 N. Mountain	Ontario	CA	91761	\$25,087.50	\$ 25,087.50
0067	Downey	11916 Paramount Blvd	Downey	CA	90241	\$25,630.83	\$ 43,344.23
0069	Arcadia	140 E. Duarte Rd	Arcadia	CA	91006	\$0.00	\$ 23,870.33
0070	Lancaster	44601 Valley Central Way	Lancaster	CA	93534	\$27,203.59	\$ 31,557.57
0072	Baldwin Park	14151 Ramona Blvd	Baldwin Park	CA	91706	\$33,429.19	\$ 33,429.19
0073	So. San Diego	1862 Palm	San Diego	CA	92154	\$20,644.07	\$ 20,644.07
0075	Hunt. Beach - Beach	16672 Beach Blvd	Huntington Beach	CA	92647	\$26,924.22	\$ 26,924.22
0076	Whittier - Scott	15345 Whittier Blvd	Whittier	CA	90603	\$40,019.36	\$ 7,578.63
0080	El Cajon-N	1766 E. Main St	El Cajon	CA	92021	\$0.00	\$ 29,858.57
0085	Port Hueneme	2551 N. Ventura Rd	Port Hueneme	CA	93041	\$34,496.04	\$ 42,132.71
0090	Azusa	307 N. Citrus	Azusa	CA	91702	\$25,818.16	\$ 12,909.08
0097	Huntington Beach	19050 Brookhurst	Huntington Beach	CA	92646	\$53,808.29	\$ 23,703.27
0099	San Ysidro	121 Louisiana Ave	San Ysidro	CA	92173	\$36,250.00	\$ 36,250.00
0101	National City	1320 Highland Ave	National City	CA	91950	\$0.00	\$ 49,275.00
0104	Riverside	3477 Arlington Ave	Riverside	CA	92506	\$20,588.92	\$ 18,788.92
0107	Upland	229 E. Foothill Rd	Upland	CA	91786	\$25,675.06	\$ 25,675.06
0108	Hemet	3385 W. Florida Ave	Hemet	CA	92545	\$20,002.48	\$ 20,002.48

0111	Burbank	2407 W. Victory Blvd	Burbank	CA	91506	\$62,909.89	\$	28,645.83
0120	L.V. - Spring Mountain	7239 Spring Mountain	Las Vegas	NV	89147	\$0.00	\$	33,500.00
0122	Placentia	1260 E. Yorba Linda	Placentia	CA	92670	\$26,834.36	\$	26,834.36
0124	Ventura	2709 E. Main Street	Ventura	CA	93003	\$27,761.07	\$	27,761.07
0129	Bakersfield-Mt Vernon	2682 Mt. Vernon Ave	Bakersfield	CA	93306	\$47,853.59	\$	23,366.62
0130	Lynwood	10821 Long Beach Blvd.	Lynwood	CA	90262	\$28,581.32	\$	28,581.32
0133	Tempe	790 E. Southern	Tempe	AZ	85282	\$0.00	\$	34,685.91
0138	Clovis	770 W. Shaw	Clovis	CA	93612	\$25,290.14	\$	23,959.94
0140	Santa Maria	312 E. Betteravia	Santa Maria	CA	93454	\$41,260.72	\$	22,817.47
0142	San Diego - Clairemont	4140 Clairemont Mesa	San Diego	CA	92117	\$18,685.96	\$	18,685.96
0144	S.D. - University	5931 University Ave	San Diego	CA	92115	\$0.00	\$	32,873.74
0146	Bakersfield - White Lane	1501 White Lane	Bakersfield	CA	93307	\$33,801.83	\$	29,311.20
0150	La Mesa	7908 El Cajon Blvd	La Mesa	CA	91941	\$37,397.14	\$	37,397.14
0151	Merced	1111 W Olive Dr	Merced	CA	95348	\$37,706.66	\$	37,706.66
0152	Bellflower	14317 Clark Avenue	Bellflower	CA	90706	\$39,708.67	\$	39,708.67
0155	Visalia	2701 S. Mooney Blvd	Visalia	CA	93277	\$24,350.17	\$	24,350.17
0157	Lodi	300 W. Kettleman Lane	Lodi	CA	95240	\$53,375.90	\$	26,687.95
0161	Surprise	12801 W. Bell Rd	Surprise	AZ	85374	\$3,225.73	\$	15,417.46
0173	Long Beach	1190 E. Carson St	Long Beach	CA	90807	\$25,027.73	\$	25,027.73
0178	Glendale, AZ	5340 W. Glendale Ave.	Glendale	AZ	85301	\$16,329.70	\$	16,329.70
0182	Phoenix	7620 W. Thomas Rd.	Phoenix	AZ	85033	\$31,557.37	\$	31,557.37
0184	Alhambra	2810 W. Alhambra Road	Alhambra	CA	91801	\$46,620.10	\$	34,020.00
0185	Tracy	1320 W. 11th Street	Tracy	CA	95376	\$21,074.16	\$	21,074.16
0193	Hacienda Heights	1120 Hacienda Blvd.	Hacienda Heights	CA	91745	\$28,363.25	\$	28,363.25
0205	Tucson - Valencia	1675 W. Valencia Blvd.	Tucson	AZ	85746	\$19,607.05	\$	19,607.05
0206	Tucson - Golf Links	7125 E. Golf Links Road	Tucson	AZ	85730	\$26,472.90	\$	26,472.90
0211	Las Vegas, Beltway	4920 S. Fort Apache Rd.	Las Vegas	NV	89148	\$0.00	\$	37,925.01
0212	San Diego - Imperial	265 Marketplace Ave.	San Diego	CA	92113	\$31,020.33	\$	30,644.10
0214	Simi Valley - Los Angeles	1293B Los Angeles Ave	Simi Valley	CA	93065	\$31,742.45	\$	31,742.45
0217	Hayward	20882 Mission Blvd.	Hayward	CA	94541	\$21,983.83	\$	21,983.83

0220	Peoria, AZ	8375 W. Thunderbird	Peoria	AZ	85381	\$31,105.17	\$	31,105.17
0221	Brea	1261 W. Central Ave.	Brea	CA	92821	\$27,266.17	\$	27,266.17
0228	Antioch	2515 Somersville Road	Antioch	CA	94509	\$25,622.27	\$	25,622.27
0230	North Hollywood	10911 Victory Blvd.	North Hollywood	CA	91606	\$30,166.19	\$	30,166.19
0234	Lake Elsinore	18286 Collier Avenue	Lake Elsinore	CA	92530	\$32,865.72	\$	32,865.72
0254	Apple Valley	19201 Bear Valley Road	Apple Valley	CA	92308	\$0.00	\$	32,513.58
0266	Torrance	1824 W. 182nd St.	Torrance	CA	90504	\$0.00	\$	37,866.31
0285	Riverside - Limonite	8900 Limonite Avenue	Riverside	CA	92509	\$0.00	\$	16,394.78
0293	El Cajon-Fletcher	2320 Fletcher Parkway	El Cajon	CA	92020	\$25,526.33	\$	25,526.33
0297	Richmond	3600 Klose Way	Richmond	CA	94806	\$30,208.49	\$	26,069.38
0307	San Marcos	155 S. Rancho Santa Fe Rd.	San Marcos	CA	92078	\$0.00	\$	44,032.95
0311	Lomita	2159-2167 Pacific Coas Hwy	Lomita	CA	90717	\$36,067.00	\$	36,067.00
0312	Tucson - Oracle	4144 N. Oracle Road	Tucson	AZ	85705	\$21,299.32	\$	21,299.32
0317	Moreno Valley-Day St	12530 Day St.	Riverside	CA	92553	\$17,199.20	\$	41,950.12
0318	Poway	12369 Poway Rd.	Poway	CA	92064	\$31,119.74	\$	31,119.74
0321	Artesia - South St	11732 South St.	Artesia	CA	90701	\$32,826.76	\$	18,042.00
0325	Lancaster - Avenue J	1030 E Ave J	Lancaster	CA	93535	\$20,611.34	\$	20,611.34
0330	Santa Clarita-Valencia	23300 Valencia Blvd	Valencia	CA	91355	\$36,587.60	\$	36,587.60
0332	Delano-Cecil	626 Cecil Avenue	Delano	CA	93215	\$50,567.05	\$	22,929.02
0334	Temecula-Winchester Rd	40355 Winchester Road	Temecula	CA	92591	\$30,847.00	\$	30,847.00
0340	Covina - Azusa	543 N Azusa Ave	Covina	CA	91722	\$26,543.24	\$	26,543.24
0341	Orange-Tustin	789 South Tustin Street	Orange	CA	92866	\$27,999.20	\$	22,788.46
0352	S. Sacramento-Florin	4440 Florin Rd	Sacramento	CA	95823	\$22,341.66	\$	22,341.66
0355	Signal Hill-Willow	1851 Willow St	Long Beach	CA	90755	\$43,975.35	\$	43,975.35
0365	Rancho Cucamonga	10848 Foothill Blvd	Rancho Cucamonga	CA	91730	\$25,264.35	\$	25,264.35
0366	Yuma-Fortuna Rd	11274 S Fortuna Rd	Yuma	AZ	85367	\$18,965.99	\$	18,965.99
0371	Menifee	26100 Newport Rd	Menifee	CA	92586	\$28,258.50	\$	28,258.50
0372	Garden Grove - Magnolia	11072 Magnolia St	Garden Grove	CA	92841	\$33,621.78	\$	33,621.78
0375	Ladera Heights	6921 La Tijera Blvd	Los Angeles	CA	90045	\$72,129.78	\$	43,753.32

0376	Ontario-Grove	2522 S Grove Ave	Ontario	CA	91761	\$22,368.69	\$ 22,368.69
0377	El Segundo-Richmond	300 Richmond St	El Segundo	CA	90245	\$32,462.63	\$ 32,462.63
0379	Eastvale	NWC Hamner Ave & A St	Eastvale	CA	91752	\$27,560.00	\$ 27,560.00
0380	Corona - McKinley	450 N McKinley St	Corona	CA	92879	\$27,353.45	\$ 27,353.45
0384	Tustin - Newport	13721 Newport Ave	Tustin	CA	92780	\$34,737.06	\$ 34,737.06
0400	Canoga Park - De Soto	6820 De Soto Ave	Canoga Park	CA	91303	\$28,206.26	\$ 28,206.26
0403	South El Monte-Durfee	2035 Durfee Ave	S El Monte	CA	91733	\$25,169.87	\$ 25,169.87
0404	Boulder City - Buchanan	800 Buchanan Blvd	Boulder City	NV	89005	\$19,283.40	\$ 19,283.40
0405	Moreno Valley - Ironwood	23920 Ironwood Ave	Moreno Valley	CA	92557	\$21,963.68	\$ 21,963.68
0406	Paramount-Downey	15727 Downey Ave	Paramount	CA	90723	\$39,548.15	\$ 39,548.15
0415	Santee - Mission Gorge	9751 Mission Gorge Rd	Santee	CA	92071	\$26,075.01	\$ 26,075.01
0418	Cypress - Walker	9937 Walker St	Cypress	CA	90630	\$29,498.73	\$ 29,498.73
0422	Sylmar - Gladstone	13237 Gladstone Ave	Sylmar	CA	91342	\$34,136.63	\$ 34,136.63
0425	Tustin - Red Hill	14551 Redhill Ave	Tustin	CA	92780	\$32,752.64	\$ 31,552.64
0428	West Covina - Amar	2532 S Azusa Ave	West Covina	CA	91792	\$22,876.90	\$ 22,876.90
0429	Norwalk - Norwalk	12301 Norwalk Blvd	Norwalk	CA	90650	\$75,695.65	\$ 40,700.52
0430	Bullhead City - Hwy 95	3699 Highway 95	Bullhead City	AZ	86442	\$0.00	\$ 22,591.84
0443	Chula Vista-3rd	1030 3rd Avenue	Chula Vista	CA	91911	\$30,440.37	\$ 30,440.37
0445	Montebello - Via Campo & Garfield	2809 Via Campo	Montebello	CA	90640	\$47,147.72	\$ 47,147.72
0448	Ontario - Euclid	1714 S Euclid Ave	Ontario	CA	91762	\$0.00	\$ 34,795.89
2810	Houston-Wallisville	5809 E. Sam Houston Pkwy	Houston	TX	77049	\$27,804.75	\$ 27,937.82
2813	Houston-Hwy 249/Bammel	13749 State Hwy 249	Houston	TX	77086	\$0.00	\$ 20,176.66
2852	Lawndale	7061 Lawndale Street	Houston	TX	77061	\$0.00	\$ 19,628.38
2857	Harlingen	701 N. 13th Street	Harlingen	TX	78550	\$14,690.19	\$ 13,033.33
2860	Bellaire	5800 Bellaire	Houston	TX	77081	\$20,150.09	\$ 20,150.09
2886	El Paso - Stanton	1000 Stanton	El Paso	TX	79901	\$0.00	\$ 20,359.33

Total June

Rent: \$3,158,786.35

Total Cure: \$2,950,906.76

SCHEDULE B

IP

[See Attached]

Registered Trademarks

All owned by 99 Cents Only Stores LLC:

Citation	Jurisdiction	Status	Application Number	Application Date	Registration Number	Registration Date	Class
 THE 99 STORE	USPTO	Registered FILED AS USE APPLICATION USE APPLICATION - CURRENT Color Drawing Filed Color Drawing Currently USPTO Status: Registered USPTO Status Date: 12- DEC-2023	App 97655955	App 31-OCT- 2022	Reg 7240521	Reg 12-DEC- 2023	35
THE 99 STORE	USPTO	Registered FILED AS USE APPLICATION USE APPLICATION - CURRENT USPTO Status: Registered USPTO Status Date: 09- AUG-2022	App 90843958	App 22-JUL- 2021	Reg 6813778	Reg 09-AUG- 2022	35
TRULY HOME TRULY HOME	USPTO	Published (Pending) Intent to Use - Filed Intent to Use USPTO Status: First extension - granted USPTO Status Date: 15- DEC-2023	App 90511650	App 04-FEB- 2021			20 24
 THE 99 STORE	USPTO	Registered FILED AS USE APPLICATION USE APPLICATION - CURRENT USPTO Status: Registered USPTO Status Date: 01- MAR-2022	App 90257973	App 15-OCT- 2020	Reg 6656207	Reg 01-MAR- 2022	35

Citation	Jurisdiction	Status	Application Number	Application Date	Registration Number	Registration Date	Class
ONLY AT THE 99 ONLY AT THE 99	USPTO	Registered Intent to Use - Filed USE APPLICATION - CURRENT USPTO Status: Registered USPTO Status Date: 23-FEB-2021	App 88881319	App 21-APR-2020	Reg 6279103	Reg 23-FEB-2021	35
99 99	USPTO	Registered FILED AS USE APPLICATION USE APPLICATION - CURRENT USPTO Status: Registered USPTO Status Date: 17-DEC-2019	App 88457609	App 03-JUN-2019	Reg 5937461	Reg 17-DEC-2019	35
THE 99 THE 99	USPTO	Registered Intent to Use - Filed USE APPLICATION - CURRENT USPTO Status: Registered USPTO Status Date: 26-MAY-2020	App 87479460	App 07-JUN-2017	Reg 6064580	Reg 26-MAY-2020	35
DO THE 99 DO THE 99	USPTO	Registered Intent to Use - Filed USE APPLICATION - CURRENT USPTO Status: Registered USPTO Status Date: 15-AUG-2017	App 87080652	App 22-JUN-2016	Reg 5267388	Reg 15-AUG-2017	35
#DOTHE99 #DOTHE99 Cross References: HASHTAG DO THE 99, NUMBER DO	USPTO	Registered Intent to Use - Filed USE APPLICATION - CURRENT USPTO Status: Section 8 & 15 - accepted and acknowledged	App 87080660	App 22-JUN-2016	Reg 5272508	Reg 22-AUG-2017	35

Citation	Jurisdiction	Status	Application Number	Application Date	Registration Number	Registration Date	Class
THE 99		USPTO Status Date: 03-FEB-2024					
STUDIO ART STUDIO ART	USPTO	Registered Intent to Use - Filed USE APPLICATION - CURRENT USPTO Status: Registered USPTO Status Date: 13-MAR-2018	App 86483185	App 17-DEC-2014	Reg 5423709	Reg 13-MAR-2018	16
CAFÉ CORDOVA CAFÉ CORDOVA Cross References: CAFE CORDOVA	USPTO	Registered Intent to Use - Filed USE APPLICATION - CURRENT USPTO Status: Registered USPTO Status Date: 31-JUL-2018	App 86483176	App 17-DEC-2014	Reg 5530532	Reg 31-JUL-2018	30
MCKINNEY AND SCHMIDT MCKINNEY AND SCHMIDT	USPTO	Registered Intent to Use - Filed USE APPLICATION - CURRENT USPTO Status: Registered USPTO Status Date: 22-JAN-2019	App 86445922	App 05-NOV-2014	Reg 5661688	Reg 22-JAN-2019	8
GRILL WISE GRILL WISE	USPTO	Registered Intent to Use - Filed USE APPLICATION - CURRENT USPTO Status: Registered USPTO Status Date: 19-FEB-2019	App 86445960	App 05-NOV-2014	Reg 5680817	Reg 19-FEB-2019	21

Citation	Jurisdiction	Status	Application Number	Application Date	Registration Number	Registration Date	Class
GARDENEASE GARDENEASE Cross References: GARDEN EASE	USPTO	Registered Intent to Use - Filed USE APPLICATION - CURRENT USPTO Status: Registered USPTO Status Date: 22- JAN-2019	App 86445946	App 05-NOV- 2014	Reg 5661689	Reg 22-JAN- 2019	20
BARGAIN WHOLESALE BARGAIN WHOLESALE	USPTO	Registered Supplemental Register FILED AS USE APPLICATION USE APPLICATION - CURRENT USPTO Status: Section 8 - accepted USPTO Status Date: 22- OCT-2021	App 86123407	App 19-NOV- 2013	Reg 4864742	Reg 01-DEC- 2015	35
 99¢ ONLY STORES Cross References: 99 CENTS ONLY STORES	USPTO	Registered Section 2(F) FILED AS USE APPLICATION USE APPLICATION - CURRENT Color Drawing Filed Color Drawing Currently USPTO Status: Section 8 & 15 - accepted and acknowledged USPTO Status Date: 22- JUN-2021	App 86117086	App 12-NOV- 2013	Reg 4686800	Reg 17-FEB- 2015	35
 99¢ ONLY STORES Cross References: 99	USPTO	Registered Section 2(F) FILED AS USE APPLICATION USE APPLICATION - CURRENT Color Drawing Filed Color Drawing Currently	App 86117090	App 12-NOV- 2013	Reg 4829694	Reg 13-OCT- 2015	35

Citation	Jurisdiction	Status	Application Number	Application Date	Registration Number	Registration Date	Class
CENTS ONLY STORES		USPTO Status: Section 8 & 15 - accepted and acknowledged USPTO Status Date: 19-SEP-2022					
YOU DON'T HAVE TO BE WEALTHY TO EAT HEALTHY Cross References: YOU DO NOT HAVE TO BE WEALTHY TO EAT HEALTHY	USPTO	Registered Intent to Use - Filed USE APPLICATION - CURRENT USPTO Status: Section 8 & 15 - accepted and acknowledged USPTO Status Date: 22-NOV-2019	App 859555582	App 10-JUN-2013	Reg 4614677	Reg 30-SEP-2014	35
OFFICE PRO OFFICE PRO	USPTO	Registered CANCELLED SECTION 8 IN INT. CL. 8. OCT 07, 2019 CANCELLED SECTION 8 IN INT. CL. 9. OCT 07, 2019 Intent to Use - Filed USE APPLICATION - CURRENT USPTO Status: Registered and renewed USPTO Status Date: 25-AUG-2023	App 85808652	App 21-DEC-2012	Reg 4394039	Reg 27-AUG-2013	8 9 16

Citation	Jurisdiction	Status	Application Number	Application Date	Registration Number	Registration Date	Class
GRAYDON HALL GRAYDON HALL	USPTO	Registered CANCELLED SECTION 8 IN INT. CL. 16. SEP 02, 2020 CANCELLED SECTION 8 IN INT. CL. 8. SEP 02, 2020 Intent to Use - Filed USE APPLICATION - CURRENT USPTO Status: Partial section 8 & 15 accepted and acknowledged USPTO Status Date: 02- SEP-2020	App 85730864	App 17-SEP- 2012	Reg 4452329	Reg 17-DEC- 2013	8 16 21 24
SANTA PAULA SANTA PAULA	USPTO	Registered Intent to Use - Filed USE APPLICATION - CURRENT USPTO Status: Section 8 & 15 - accepted and acknowledged USPTO Status Date: 09- JUL-2020	App 85662139	App 26-JUN- 2012	Reg 4526363	Reg 06-MAY- 2014	30
PET INC. PET INC.	USPTO	Registered Supplemental Register Intent to Use - Filed USE APPLICATION - CURRENT USPTO Status: Section 8 - accepted USPTO Status Date: 02- MAR-2020	App 85662152	App 26-JUN- 2012	Reg 4472672	Reg 21-JAN- 2014	18 31

Citation	Jurisdiction	Status	Application Number	Application Date	Registration Number	Registration Date	Class
POWER PLUS POWER PLUS	USPTO	Registered Intent to Use - Filed USE APPLICATION - CURRENT USPTO Status: Section 8 & 15 - accepted and acknowledged USPTO Status Date: 10- OCT-2023	App 85662165	App 26-JUN- 2012	Reg 5195816	Reg 02-MAY- 2017	8
HOME STORAGE PLUS	USPTO	Renewed (Registered) CANCELLED SECTION 8 IN INT. CL. 22. NOV 16, 2023 Intent to Use - Filed USE APPLICATION - CURRENT USPTO Status: Registered and renewed USPTO Status Date: 16- NOV-2023	App 77855434	App 22-OCT- 2009	Reg 4242325	Reg 13-NOV- 2012	21 22
SAVE MORE SHOP US FIRST! Cross References: SAVE MORE SHOP US 1ST!	USPTO	Registered FILED AS USE APPLICATION USE APPLICATION - CURRENT USPTO Status: Registered and renewed USPTO Status Date: 12- NOV-2020	App 77791159	App 28-JUL- 2009	Reg 3757400	Reg 09-MAR- 2010	35
HÄLSA HÄLSA Cross References: HALSA	USPTO	Registered Intent to Use - Filed USE APPLICATION - CURRENT USPTO Status: Registered and renewed USPTO Status Date: 27- MAY-2015	App 78394291	App 31-MAR- 2004	Reg 3024650	Reg 06-DEC- 2005	21

Citation	Jurisdiction	Status	Application Number	Application Date	Registration Number	Registration Date	Class
Translation: HEALTH, TO GREET, GREETINGS HEALTH, TO GREET, GREETINGS							
99 THANKS	USPTO	Registered FILED AS USE APPLICATION USE APPLICATION - CURRENT USPTO Status: Registered and renewed USPTO Status Date: 29- FEB-2024	App 78180041	App 30-OCT- 2002	Reg 2761939	Reg 09-SEP- 2003	35
 99¢ ONLY STORES Cross References: 99 CENT ONLY STORES	USPTO	Registered Section 2(F) FILED AS USE APPLICATION USE APPLICATION - CURRENT USPTO Status: Registered and renewed USPTO Status Date: 27- JAN-2021	App 75818541	App 07-OCT- 1999	Reg 2401900	Reg 07-NOV- 2000	35
Hälsa HALSA Translation: HEALTH	USPTO	Registered FILED AS USE APPLICATION USE APPLICATION - CURRENT USPTO Status: Registered and renewed USPTO Status Date: 16- MAY-2020	App 75345762	App 25-AUG- 1997	Reg 2327596	Reg 14-MAR- 2000	3

Citation	Jurisdiction	Status	Application Number	Application Date	Registration Number	Registration Date	Class
99¢ 99¢ Cross References: 99 CENTS	USPTO	Registered Section 2(F) FILED AS USE APPLICATION - USE APPLICATION - CURRENT USPTO Status: Registered and renewed USPTO Status Date: 02-MAY-2016	App 74515600	App 20-APR-1994	Reg 1959640	Reg 05-MAR-1996	42
 99¢ ONLY STORES Cross References: 99 CENTS ONLY STORES	USPTO	Registered Section 2(F) FILED AS USE APPLICATION - USE APPLICATION - CURRENT USPTO Status: Registered and renewed USPTO Status Date: 14-DEC-2023	App 74228332	App 09-DEC-1991	Reg 1741928	Reg 22-DEC-1992	42
99¢ ONLY STORES Cross References: 99 CENTS ONLY STORES	USPTO	Renewed (Registered) Section 2(F) FILED AS USE APPLICATION - USE APPLICATION - CURRENT USPTO Status: Registered and renewed USPTO Status Date: 13-JAN-2016	App 74228333	App 09-DEC-1991	Reg 1947809	Reg 16-JAN-1996	42
99¢ ONLY STORES Cross References: 99 CENT ONLY	USPTO	Renewed (Registered) Section 2(F) FILED AS USE APPLICATION - USE APPLICATION - CURRENT USPTO Status: Registered	App 74228334	App 09-DEC-1991	Reg 1747549	Reg 19-JAN-1993	42

Citation	Jurisdiction	Status	Application Number	Application Date	Registration Number	Registration Date	Class
		and renewed USPTO Status Date: 07-AUG-2023					
HÄLSA HÄLSA Cross References: HALSA Translation: GREET, SALUTE, HEALTH	USPTO	Registered FILED AS USE APPLICATION - USE APPLICATION - CURRENT USPTO Status: Registered and renewed USPTO Status Date: 01-MAR-2017	App 73650528	App 20-MAR-1987	Reg 1466110	Reg 24-NOV-1987	3
99 & ONLY STORES 99 & ONLY STORES Cross References: 99 CENT ONLY STORES	USPTO	Registered Supplemental Register FILED AS USE APPLICATION - USE APPLICATION - CURRENT USPTO Status: Registered and renewed USPTO Status Date: 02-OCT-2017	App 73610519	App 21-JUL-1986	Reg 1455937	Reg 01-SEP-1987	42
HÄLSA HALSA Translation: GREET, SALUTE, HEALTH	USPTO	Registered FILED AS USE APPLICATION - USE APPLICATION - CURRENT USPTO Status: Registered and renewed USPTO Status Date: 06-OCT-2016	App 73568577	App 14-NOV-1985	Reg 1402758	Reg 29-JUL-1986	3

Citation	Jurisdiction	Status	Application Number	Application Date	Registration Number	Registration Date	Class
RINSO	USPTO	Registered FILED AS USE APPLICATION - USE APPLICATION - CURRENT USPTO Status: Registered and renewed USPTO Status Date: 07- AUG-2019	App 72082835	App 07-OCT- 1959	Reg 0699150	Reg 07-JUN- 1960	3 5
 RINSO	USPTO	Registered FILED AS USE APPLICATION - USE APPLICATION - CURRENT USPTO Status: Registered and renewed USPTO Status Date: 08- FEB-2019	App 71106863	App 19-OCT- 1917	Reg 0124114	Reg 14-JAN- 1919	3
THE 99 STORE	State	Registered (CA)			Reg 2014629	Reg 16-JUL- 2021	35
99¢ ONLY STORES Cross References: 99 CENTS ONLY STORES	State	Renewed (Registered) (CA)			Reg 42970	Reg 12-JAN- 1994	35
(213) LUCKY- 99 Cross References: (213) LUCKY 99	State	Registered (CA)			Reg 40786	Reg 03-SEP- 1992	42

Citation	Jurisdiction	Status	Application Number	Application Date	Registration Number	Registration Date	Class
99~ Cross References: 99 CENTS	State	Renewed (Registered) (CA)			Reg 23958	Reg 01-AUG-1985	42
99¢ ONLY Cross References: 99 CENTS ONLY	State	Renewed (Registered) (CA)			Reg 23078	Reg 09-MAY-1985	42
THE 99 CompuMark Trademark: THE 99	Canada	Registered	App 1872243	App 05-DEC-2017	Reg TMA1073977	Reg 02-MAR-2020	35
DO THE 99 CompuMark Trademark: DO THE 99	Canada	Registered	App 1816582	App 16-DEC-2016	Reg TMA1058712	Reg 11-OCT-2019	35
#DOTHE99 CompuMark Trademark: #DOTHE99 Cross References: HASHTAG DO THE 99, NUMBER DO THE 99	Canada	Registered	App 1816581	App 16-DEC-2016	Reg TMA1058727	Reg 11-OCT-2019	35

Citation	Jurisdiction	Status	Application Number	Application Date	Registration Number	Registration Date	Class
STUDIO ART CompuMark Trademark: STUDIO ART	Canada	Registered	App 1733020	App 12-JUN-2015	Reg TMA1050953	Reg 23-AUG-2019	16
CAFÉ CORDOVA CompuMark Trademark: CAFÉ CORDOVA	Canada	Registered	App 1733021	App 12-JUN-2015	Reg TMA1053081	Reg 06-SEP-2019	30
POWER PLUS CompuMark Trademark: POWER PLUS Cross References: POWER PLUS	Canada	Registered	App 1605656	App 19-DEC-2012	Reg TMA1032806	Reg 27-JUN-2019	8 9 11
SANTA PAULA CompuMark Trademark: SANTA PAULA	Canada	Registered	App 1605658	App 19-DEC-2012	Reg TMA999200	Reg 15-JUN-2018	30
PET INC. CompuMark Trademark: PET INC. Cross References: PET INC	Canada	Registered	App 1605660	App 19-DEC-2012	Reg TMA999199	Reg 15-JUN-2018	18

Citation	Jurisdiction	Status	Application Number	Application Date	Registration Number	Registration Date	Class
HALSA CompuMark Trademark: HALSA	Canada	Registered	App 530132	App 23-OCT-1984	Reg TMA315006	Reg 06-JUN-1986	3
 RINSO AND LABEL DESIGN CompuMark Trademark: RINSO	Canada	Registered	App 991860		Reg NFLD1860	Reg 18-APR-1931	3
THE 99 STORE THE 99 STORE	Mexico	REGISTERED	App 2682429	App 21-JAN-2022	Reg 2385324	Reg 21-APR-2022	35
99	Mexico	APPLICATION (PENDING)	App 2277317	App 15-OCT-2019			35
THE 99 THE 99	Mexico	REGISTERED	App 1981372	App 04-DEC-2017	Reg 1856409	Reg 08-MAR-2018	35

Citation	Jurisdiction	Status	Application Number	Application Date	Registration Number	Registration Date	Class
DO THE 99 DO THE 99	Mexico	REGISTERED	App 1834442	App 16-DEC-2016	Reg 1823582	Reg 24-NOV-2017	35
#DOTHE99 DOTHE99	Mexico	REGISTERED	App 1834443	App 16-DEC-2016	Reg 1823583	Reg 24-NOV-2017	35
STUDIO ART	Mexico	REGISTERED	App 1620226	App 10-JUN-2015	Reg 1699771	Reg 25-NOV-2016	16
CALIFORNIA VALLEY	Mexico	REGISTERED	App 1522238	App 29-AUG-2014	Reg 1485180	Reg 03-OCT-2014	31
SPRING VALLEY	Mexico	REGISTERED	App 1522235	App 29-AUG-2014	Reg 1503052	Reg 15-DEC-2014	31
CALIFORNIA VALLEY	Mexico	REGISTERED	App 1522237	App 29-AUG-2014	Reg 1485179	Reg 03-OCT-2014	29

Citation	Jurisdiction	Status	Application Number	Application Date	Registration Number	Registration Date	Class
SPRING VALLEY	Mexico	REGISTERED	App 1522236	App 29-AUG-2014	Reg 1503053	Reg 15-DEC-2014	29
CHOCO ALMOND	Mexico	REGISTERED	App 1518059	App 19-AUG-2014	Reg 1510877	Reg 29-JAN-2015	30
CHOCO NOUGAT	Mexico	REGISTERED	App 1518064	App 19-AUG-2014	Reg 1513762	Reg 16-FEB-2015	30
FRUITEE GUMMEE	Mexico	REGISTERED	App 1454470	App 05-FEB-2014	Reg 1578706	Reg 08-OCT-2015	30
MARK BROTHERMAN'S TECHNOLOGY YOU DON'T HAVE TO BE WEALTHY TO EAT HEALTHY	Mexico	REGISTERED	App 1434671	App 22-NOV-2013	Reg 1503873	Reg 15-DEC-2014	35
IT'S GOTTA GO! IT'S GOTTA GO!	Mexico	REGISTERED	App 1434670	App 22-NOV-2013	Reg 1494873	Reg 12-NOV-2014	35

Citation	Jurisdiction	Status	Application Number	Application Date	Registration Number	Registration Date	Class
¹ j 99 ONLY STORES 99 ONLY STORES	Mexico	REGISTERED	App 1434188	App 21-NOV-2013	Reg 1575788	Reg 28-SEP-2015	35
 99 ONLY STORES	Mexico	REGISTERED	App 1434187	App 21-NOV-2013	Reg 1574952	Reg 25-SEP-2015	35

Domain Names (all registered to 99 Cents Only Stores LLC):

www.99centsonly.com (registrar: Go Daddy)
 www.99only.com (registrar: Network Solutions, LLC) Both are also registered to 99 Cents Only Stores, LLC.

Exhibit C

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

	)	
	)	
In re:	)	Chapter 11
	)	
NUMBER HOLDINGS, INC., <u>et al.</u> , ¹	)	Case No. 24-10719 (JKS)
	)	
Debtors.	)	Jointly Administered
	)	
	)	
	)	

**ORDER APPROVING ASSUMPTION
AND ASSIGNMENT OF CERTAIN UNEXPIRED LEASES
DESIGNATED IN DEBTORS' [FIRST] NOTICE OF ASSUMPTION AND
ASSIGNMENT**

Pursuant to the [**Sale Order**] (the "Sale Order");² and this Court having jurisdiction over this matter under 28 U.S.C. § 1334; and this Court having found that this is a core proceeding under 28 U.S.C. § 157(b) and that this Court may enter a final order consistent with Article III of the United States Constitution; and this Court having found that venue of this proceeding in this district is proper under 28 U.S.C. §§ 1408 and 1409; and this Court having found that the relief requested is in the best interests of the Debtors' estates, their creditors, and other parties in interest; and the Debtors having properly filed and served the [•] (the "Assumption Notice") to each applicable party, including those parties set forth in Schedule 1 attached hereto (the "Assumption Schedule"), in accordance with the terms of the Sale Order and the Rejection and Assumption Procedures Order; and due and proper notice of the Sale Order and Assumption

¹ The Debtors in these Chapter 11 Cases, along with the last four digits of each Debtor's federal tax identification number, as applicable, are: (i) Number Holdings, Inc. (1463); (ii) 99 Cents Only Stores LLC (1605); (iii) 99 Cents Only Stores Texas, Inc. (1229); (iv) 99 Cents PropCo LLC (7843); (v) 99 Cents HoldCo LLC (3987); and (vi) Bargain Wholesale LLC (8030). The Debtors' principal offices are located at 1730 Flight Way, Suite 100, Tustin, CA 92782.

² Capitalized terms not defined herein have the meaning attributed to them in the Sale Order.

Notice having been provided to each applicable counterparty, and it appearing that no other notice need be provided; and after due deliberation and sufficient cause appearing therefor, it is

HEREBY ORDERED THAT:

1. The Real Property Leases (defined below) listed in the Assumption Schedule are assumed and assigned to Dollar Tree Stores, Inc. (or its designee) (the "Assignee"), effective as of the Lease Assignment Date (defined below), pursuant to the terms and conditions set forth in this Order, the Sale Order and that certain Asset Purchase Agreement, dated as of [●], 2024, by and among the Assignee and [99 Cents Only Stores LLC], which is hereby approved in its entirety and is incorporated herein by reference.

2. Pursuant to sections 105(a) and 363(f) of the Bankruptcy Code, the assignment of any Real Property Lease shall:

- a. be free and clear of all Interests (as defined in the Sale Order), other than any Interests expressly assumed under, or expressly permitted by, the Purchase Agreement; and
- b. constitute a legal, valid and effective transfer of such Real Property Lease and vest the Assignee with all rights, titles, and interests to the applicable Real Property Lease.

For the avoidance of doubt, except as modified by this Order all provisions of the applicable assigned Real Property Lease, including any provision limiting future assignment, shall be binding on the Assignee.

3. Pursuant to section 365(b)(1)(A) and (B) of the Bankruptcy Code, on the effective date (the "Lease Assignment Date") of the assignment of any unexpired lease of nonresidential real property (each a "Real Property Lease"), which shall occur on the later of the date listed in Schedule 1 and the date of entry of this Order, the Assignee shall within five (5) business days of receiving ACH / wire instructions and a W-9 from the landlord matching the landlord of record

pay to the applicable landlord all undisputed cure amounts set forth in Schedule 1 attached hereto (the "Cure Amounts") with respect to each such Real Property Lease. The Cure Amounts represent any and all amounts accrued and owed under the Real Property Lease through the Lease Assignment Date and represent Assignee's sole payment obligation on behalf of the applicable Debtor's outstanding liabilities. Assignee's sole obligation with respect to the Cure Amounts shall be to pay such amounts and any other amounts agreed upon between the applicable Debtor and Assignee. The Assignee shall assume the obligations of the applicable Debtor(s) under each such Real Property Lease arising from and after the applicable Lease Assignment Date, including, for the avoidance of doubt, (i) amounts owed under each assigned Real Property Lease that accrue after the Lease Assignment Date, such as common area maintenance, insurance, taxes, and similar charges; (ii) any regular or periodic adjustment or reconciliation of charges under each assigned Real Property Lease which accrue after the Lease Assignment Date; (iii) other obligations, including indemnification obligations, that arise on or after the Lease Assignment Date, for amounts that accrue or are related to underlying incidents that occur after the Lease Assignment Date; and (iv) any post-assignment obligations under the assigned Real Property Leases.

4. Upon assumption and assignment of any Real Property Lease and the payment of any Cure Amounts, if applicable, (a) the Debtors and their estates shall be relieved of any liability for breach of such Real Property Lease occurring after the applicable Lease Assignment Date pursuant to section 365(k) of the Bankruptcy Code; and (b) except for the Assignee's obligation to pay the applicable Cure Amount, the Real Property Lease landlord is hereby barred and permanently enjoined from asserting against the Debtors and the Assignee any default, claim or liability existing, accrued, arising or relating to the Real Property Lease for the period prior to

the Lease Assignment Date. Further, Assignee shall have no liability for claims or causes of action (whether known or unknown) including third-party tort claims that arose prior to the Lease Assignment Date or for incidents that occurred prior to the Lease Assignment Date and all other persons and entities holding such claims against the Debtors or the Real Property Lease for the period prior to the Lease Assignment Date, are hereby forever barred, estopped, and permanently enjoined from asserting or pursuing such claims against the Assignee, its affiliates, successors or assigns, its property or the Real Property Lease.

5. Any provision in any Real Property Lease that purports to declare a breach or default as a result of a change or transfer of control or any interest in respect of the Debtors is unenforceable (but only in connection with the assignment of a Real Property Lease pursuant to the Order on Assumption and Rejection Procedures and this Order), and all Real Property Leases shall remain in full force and effect notwithstanding assignment thereof. No sections or provisions of any Real Property Lease, that in any way purport to,

- a. prohibit, restrict or condition the Debtors' assignment of such Real Property Lease (including, but not limited to, continuous operation covenants, use restrictions or the conditioning of such assignment on the consent of the non-debtor party to such Real Property Lease);
- b. provide for the cancellation or modification of the terms of the Real Property Lease based on the filing of a bankruptcy case, the financial condition of the Debtors or similar circumstances, such as those prohibited by section 365(e) of the Bankruptcy Code;
- c. provide for additional payments (e.g., so called "profit" sharing/splitting), penalties, fees, charges or other financial accommodations in favor of the non-debtor third party to such Real Property Lease upon assignment thereof; or
- d. provide for any rights of first refusal on a landlord's part, or any recapture or termination rights in favor of a landlord, or any right of a landlord to take an assignment or sublease from a tenant,

shall have any force or effect with respect to the grant and honoring of the designation rights

provided for in the Asset Purchase Agreement, dated as of [•], 2024, by and among the Debtors and the Assignee (the "Agreement"), because they constitute unenforceable anti-assignment provisions under section 365(f) of the Bankruptcy Code and/or are otherwise unenforceable under section 365(e) of the Bankruptcy Code, but only in connection with the assignment of a Real Property Lease pursuant to the Agreement.

6. Upon the assumption and assignment of a Real Property Lease to the Assignee under the provisions of this Order, no default shall exist under the Real Property Lease, and no counterparty to the Real Property Lease shall be permitted to declare a default by any Debtor or otherwise take action against the Assignee or the Debtors as a result of any Debtor's financial condition, bankruptcy or failure to perform any of its obligations under the Real Property Lease. Upon assumption and assignment of any Real Property Lease pursuant to the Assumption Procedures, the Assignee shall enjoy all of the rights and benefits under each such Real Property Lease as of the applicable Lease Assignment Date.

7. Subject to an applicable landlord's right to object pursuant to the Order on Assumption and Rejection Procedures, notwithstanding any provision in any Real Property Lease that purports to prohibit, restrict or condition such action, upon the assumption and assignment of such Real Property Lease to Assignee in accordance with the terms of the Order on Assumption and Rejection Procedures,

a. Assignee shall be authorized to:

- i. use the applicable store, subject to section 365(b)(3) of the Bankruptcy Code, upon consummation of the assumption and assignment of such Real Property Lease to Assignee for Assignee's operation under the name Dollar Tree for use as a retail variety store selling general merchandise including food and beverages ("Assignee's Permitted Use"), and Assignee shall not be prevented from doing so by any recorded or unrecorded restriction, or exclusive granted by landlord,

- ii. operate such store under the Assignee's trade name or any other trade name which the Assignee owns or is authorized to use (including any of the Debtors' trade names, if applicable),
 - iii. make such alterations and modifications to the applicable store (including signage, together with appropriate changes to existing tenant signage in the respective shopping center or mall, including storefront signs, panels on all pylons, monuments, directional and other ground and off-premises signs where the Debtors are presently represented) deemed necessary by the Assignee as are necessary or desirable for the Assignee to conform such store to the Assignee's typical retail store consistent with Assignee's Permitted Use, submit and execute all building and signage permit applications without further consent of any party upon production of a copy of this Order, and any conditions grandfathered for the benefit of the Debtors shall be grandfathered for the benefit of Assignee,
 - iv. remain "dark" with respect to such store after such assumption and assignment until the date that is necessary to permit Assignee to remodel, restock, re-fixture, change signage and/or until completion of the work described in clause (iii) above (so long as such date is not more than one hundred fifty (150) days after the applicable Lease Assignment Date or such longer period as may be allowed under the lease) or such later date as may be reasonably required for the restoration of such store,
 - v. self-insure any of its insurance obligations under the Real Property Lease so long as Assignee shall have at all times a net worth of at least Fifty Million Dollars (\$50,000,000); *provided*, however, to the extent any obligation cannot be self-insured any required insurance may be satisfied by both general and umbrella coverage, and
 - vi. exercise, utilize or take advantage of any renewal options and any other current or future rights, benefits, privileges, and options granted or provided to the Debtors under such Real Property Lease (including all of the same which may be described or designated as, or purport to be, "personal" to the Debtors or to a named entity in such Real Property Lease or to be exercisable only by the Debtors or by a named entity or an entity operating under a specific trade name), and
- b. any reference in the Real Property Lease to the Debtors shall hereinafter mean Assignee.

8. Upon payment of the Cure Amounts with respect to any Real Property Lease, the applicable landlord shall be forever barred and enjoined from asserting against the Debtors, their

estates and the Assignee any claim in connection with: (a) any breach or default, monetary or non-monetary, existing and which accrued prior to the Lease Assignment Date with respect to the Real Property Lease, or (b) any objection to the assumption and assignment of such Real Property Lease, whether or not such non-debtor party filed a proof of claim.

9. The Debtors are authorized to take any action necessary to implement the terms of this Order and the assumption and assignment without further order from this Court. All persons that are currently in possession of the premises leased under the Real Property Lease are hereby directed to surrender possession of the premises to the Assignee as of the entry of this Order and the effective date of assignment as set forth in the Assumption Schedule.

10. All recording officers are authorized to strike recorded encumbrances, claims, liens and other interests against the Real Property Lease recorded prior to the date of this Order. To the extent permitted by applicable law, a certified copy of this Order may be filed with the appropriate recording officers to evidence cancellation of any recorded encumbrances, claims, liens and other interests against the Real Property Lease recorded prior to the date of this Order. All recording officers are hereby authorized to accept for filing any and all of the documents and instruments necessary and appropriate to consummate the transactions contemplated by the Agreement and this Order. Utility providers are directed not to discontinue service and to cooperate with the transfer of utilities to Assignee without any transfer fees. Assignee's liability for such utility usage commences as of the Lease Assignment Date; *provided*, for the avoidance of doubt, that this Order does not affect the Debtors' liability, if any, for utility charges incurred before the Lease Assignment Date.

11. The Assignee and its affiliates, successors and assigns shall not be deemed or considered to:

- a. be a legal successor, or otherwise be deemed a successor to any of the Debtors,
- b. have, *de facto* or otherwise, merged with or into any or all Debtors, or
- c. be a continuation or substantial continuation, or be holding itself out as a mere continuation, of any of the Debtors or their respective estates, businesses or operations, or any enterprise of the Debtors, in each case by any law or equity, and the Assignee has not assumed nor is it in any way responsible for any liability or obligation of the Debtors or the Debtors' estates except as expressly set forth herein and in the Assumption and Assignment Agreement.

12. The Assignee and its affiliates, successors and assigns shall have no successor, transferee or vicarious liability of any kind or character, including, under any theory of foreign, federal, state or local antitrust, environmental, successor, tax, ERISA, assignee or transferee liability, labor, product liability, employment, de facto merger, substantial continuity or other law, rule regulation or doctrine, whether known or unknown as of the Lease Assignment Date, now existing or hereafter arising, whether asserted or unasserted, fixed or contingent, liquidated or unliquidated with respect to the Debtors or any obligations of the Debtors arising prior to the Lease Assignment Date, including liabilities on account of any taxes or other governmental authority fees, contributions or surcharges, in each case arising, accruing or payable under, out of, in connection with, or in any way relating to, the operation of the Real Property Lease prior to the Lease Assignment Date or arising based on actions of the Debtors taken after the Lease Assignment Date.

13. The Assignee is a “good faith purchaser,” within the meaning of section 363(m) of the Bankruptcy Code, of the Real Property Leases and is entitled to all of the benefits and protections afforded by section 363(m) of the Bankruptcy Code. The parties will be acting in good faith if they proceed to consummate the assignment at any time after entry of this Order.

This order is effective immediately, notwithstanding Bankruptcy Rules 6004(h), 6006(d), and any similar provision of law.

14. Any and all property located on or in the leased premises after the Lease Assignment Date of the applicable Real Property Lease shall be deemed abandoned pursuant to section 554 of the Bankruptcy Code, as is, effective as of the Lease Assignment Date. As of the Lease Assignment Date, the Assignee or its designee may, in its sole discretion and without further notice to any party or order of the Court, utilize and/or dispose of such abandoned property without further notice or liability to the Debtors or third parties and, to the extent applicable, the automatic stay is modified to allow such disposition. The rights of the counterparty to each Real Property Lease to assert claims for the disposition of the abandoned property are reserved, as are all parties' rights to object to such claims.

15. This Court shall retain jurisdiction to resolve any dispute arising from or related to this Order.

Schedule 1

Assumption Schedule

Debtor Name	Contract Counterparty	Counterparty Address	Description of Contract	Store No.	Store Address	Assignee	Cure Amount	Assumption Date