

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

In re:

AMERICAN SIGNATURE, INC., *et al.*,¹

Debtors.

Chapter 11

Case No. 25-12105 (JKS)

(Jointly Administered)

Ref. Docket No. 385

**ORDER (I) AUTHORIZING THE SALE AND
ASSUMPTION AND ASSIGNMENT OF CERTAIN LEASES TO
ROSS DRESS FOR LESS, INC. AND (II) GRANTING RELATED RELIEF**

Upon the *Motion of Debtors for Entry of an Order (I) Authorizing the Sale and Assumption and Assignment of Certain Leases to Ross Dress For Less, Inc. and (II) Granting Related Relief* (the “Motion”)²; and the United States District Court for the District of Delaware having jurisdiction under 28 U.S.C. § 1334, which was referred to this Court under 28 U.S.C. § 157 pursuant to the *Amended Standing Order of Reference* from the United States District Court for the District of Delaware, dated February 29, 2012; and this Court having found that this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2); and this Court having found that it may enter a final order consistent with Article III of the United States Constitution; and this Court having found that venue of this proceeding and the Motion in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and the Debtors having properly filed and served the Motion, including notice of proposed cure amounts under section 365 of the Bankruptcy Code upon each counterparty to each lease (each a “Lease”) identified in **Exhibit 1** to this Order to be assumed and assigned pursuant

¹ The Debtors in these Chapter 11 Cases, along with the last four digits of each Debtor’s federal tax identification number are: American Signature, Inc. (6162); American Signature Home Inc. (8573); American Signature USA Inc. (6162); ASI Pure Promise Insurance LLC (6162); ASI Elston LLC (7520); ASI – Laporte LLC (6162); ASI Polaris LLC (6162); ASI Thomasville LLC (6162); and American Signature Woodbridge LLC (6162). The Debtors’ business address is 4300 E. 5th Avenue, Columbus, OH 43235.

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

to this Order (each a “Lease Counterparty”); and no timely objections having been filed to the assumption or assumption and assignment of the Leases; and it appearing that no other notice need be provided; and after due deliberation and sufficient cause appearing therefor;

IT IS HEREBY FOUND AND DETERMINED THAT:

A. The findings and conclusions set forth herein constitute this Court’s findings of fact and conclusions of law pursuant to Bankruptcy Rule 7052, made applicable to this proceeding pursuant to Bankruptcy Rule 9014.

B. The assumption, assignment, and sale of the Leases to Ross Dress For Less, Inc. (the “Assignee”) pursuant to sections 363 and 365 of the Bankruptcy Code is in the best interests of the Debtors, their estates, and their creditors.

C. Pursuant to sections 365(b)(1)(C), 365(f)(2)(B), and 365(b)(3) of the Bankruptcy Code, to the extent required, the Assignee has provided adequate assurance of future performance under the Leases.

D. The assumption and assignment of the Leases to the Assignee complies with section 365(b)(3) of the Bankruptcy Code.

E. The Assumption and Assignment Agreement attached to this Order as **Exhibit 2** (the “Assignment Agreement”) between Debtor American Signature, Inc. (the “Debtor”) and the Assignee was negotiated and entered into in good faith, and from arm’s length bargaining positions. The Assignee is found to be a good faith purchaser of the Leases and is found to be entitled to the protections of a good faith purchaser under section 363(m) of the Bankruptcy Code.

F. The form of the Cure Notice, substantially in the form attached to the Motion as **Exhibit B**, is approved.

NOW, THEREFORE, IT IS HEREBY ORDERED THAT:

1. Pursuant to sections 105, 363, and 365 of the Bankruptcy Code, the Debtor is authorized to assume, sell, and assign to the Assignee each Lease, pursuant to the terms and provisions of this Order and the Assignment Agreement, all of the terms of which are hereby approved.

2. In accordance with sections 363 and 365 of the Bankruptcy Code, effective as of the occurrence of a closing of the assignment of the Leases under the Assignment Agreement (such date being hereinafter defined as the “Closing Date”), each Lease shall be assumed and assigned and transferred free and clear of any leasehold mortgages, subleases, licenses, holdover rights under applicable bankruptcy and non-bankruptcy law and rules, claims, liens, interests, mechanics liens, bills, any rights under section 365(h) of the Bankruptcy Code, and other rights and encumbrances, in each case to the fullest extent permitted by applicable law. Any liens, claims, and encumbrances asserted in connection with the Leases will be transferred to and attach to the proceeds of such sale in the same order of priority and with the same validity, force, and effect that creditors had prior to the sale, subject to any claims and defenses the Debtors’ estates may have with respect thereto.

3. Upon the entry of this Order and the occurrence of the Closing Date, the Assignee shall be deemed to have assumed and succeeded to the entirety of the Debtor’s rights and obligations in and to the Leases which are due and owing from and after the Closing Date and shall have the rights and obligations of the tenant thereunder.

4. Upon entry of this Order and the occurrence of the Closing Date, the Assignee is a good faith purchaser and shall be entitled to the protections of section 363(m) of the Bankruptcy Code.

5. Pursuant to section 365(b)(1) of the Bankruptcy Code, to the extent a Cure Cost is owed to any Lease Counterparty, the Cure Cost shall be promptly paid by the Debtor. Any objection of any Lease Counterparty to the assumption or assignment or transfer of any Lease, any Cure Cost, or seeking further adequate assurance of future performance, to the extent not otherwise resolved by agreement or disposed of by separate order of this Court, is hereby overruled. There shall be no accelerations, assignment fees, increases, or any other fees charged to the Assignee or the Debtor as a result of the assumption and assignment of the Leases. Upon remittance of the Cure Costs by the Debtors to each Lease Counterparty pursuant to the terms of this Order, such Lease Counterparty shall be barred from asserting any additional cure amounts or other claims with respect to the applicable Lease arising from or related to the period prior to the Closing Date. For the avoidance of doubt, such Lease Counterparty shall be forever (i) barred from objecting to the applicable Cure Cost and from asserting any additional cure or other amounts with respect to the applicable Lease, and (ii) barred and estopped from asserting or claiming against the Debtor or the Assignee, or their respective property, that any additional amounts are due or other defaults exist, that conditions to assignment must be satisfied under the applicable Lease, or that there is any objection or defense to the assumption or assumption and assignment of the applicable Lease. On and after the Closing Date, the Assignee shall be responsible for paying (and shall be entitled to receive any credits for) all amounts outstanding under each Lease due or becoming due on or after the Closing Date and shall be responsible for performing and discharging all obligations and duties under the Leases that first come due on or after the Closing Date; *provided, however*, that the Assignee shall not be responsible for any amount due under a Lease that relates to any period prior to the Closing Date, regardless of whether such amount remained unbilled as of the Closing Date.

6. All personal property and furniture, fixtures, and equipment owned by the Debtor remaining in any store subject to any Lease on or after the Closing Date shall be deemed abandoned pursuant to section 554 of the Bankruptcy Code, as of the Closing Date. The Assignee may, in its sole discretion and without further order of this Court, utilize and/or dispose of such property without notice or liability to the Debtor or any consenting third parties and, to the extent applicable, the automatic stay is modified to allow such disposition.

7. Any party that did not object within the time set forth in any applicable notice is deemed to consent to the Debtor's assumption and assignment of the Leases and the satisfaction of the requirements of section 365 of the Bankruptcy Code. Upon the Closing Date, subject to payment of all Cure Costs, the Debtors shall be relieved from any further liability with respect to the Leases pursuant to section 365(k) of the Bankruptcy Code.

8. Solely with respect to the transactions contemplated by this Order and the Assignment Agreement, and except as otherwise agreed between any Lease Counterparty and the Assignee, the following provisions of any Lease shall be unenforceable against the Assignee (the "Unenforceable Provisions"):

- a. a provision prohibiting the Assignee's intended use of the premises;
- b. a provision unreasonably prohibiting necessary alterations to the premises or signage required to convert the premises to the Assignee's intended use; *provided* that such alterations are necessary to conform such store consistent with the Assignee's intended use of the premises and are done in a manner consistent with the applicable Lease;
- c. a provision commonly referred to as a "going dark" or "continuous operations" provision, providing in substance for a forfeiture of the Leases

or an increase in rent or any other penalty by reason of the Debtor's cessation of retail operations before the assignment, and/or any delay by the Assignee in reestablishing retail operations after the assignment, to the extent any such provision does not permit the Assignee to "go dark" until the date that is 365 days after the Closing Date of the assignment of the Leases;

- d. a provision conditioning assignment on Lease Counterparty consent, or requiring any payment to the Lease Counterparty as the price of assignment, or granting the Lease Counterparty the right to recapture the leased premises following the assignment;
- e. a provision effecting forfeiture or a modification of any of the Assignee's rights or obligations presently in effect under the Leases upon an assignment by the Debtor of the Leases;
- f. a provision conditioning the Debtor's ability to assign their leasehold rights upon any terms not otherwise required under the Bankruptcy Code;
- g. a provision restricting the Assignee's ability to place reasonable signage on the premises; *provided* that such signage is necessary by the Assignee to conform such store with the Assignee's intended use of the premises and such placement is done in a manner consistent with the terms of the applicable Lease;
- h. a provision requiring the use of a certain tradename;
- i. a provision regarding minimum sales revenues required to be satisfied at the premises covered by the Leases; and

- j. any radius provisions in the Lease to the extent applicable to any Ross Dress for Less or dd's DISCOUNTS store located near the Debtor's premises.

9. Solely with respect to the transactions contemplated by this Order and the Assignment Agreement, none of the Unenforceable Provisions shall apply to the Assignee in any respect and, without limiting the generality of the foregoing, no violation by the Debtor or the Assignee of the Unenforceable Provisions shall constitute an event of default under any of the Leases.

10. Notwithstanding the provisions of Bankruptcy Rules 6004(h) and 6006(d), this Order shall not be stayed for fourteen (14) days after its entry and shall be effective immediately upon entry, and the Debtor and the Assignee are authorized to close the sale of the Leases set forth in the Assignment Agreement immediately upon entry of this Order. Time is of the essence in closing the Lease sale transaction referenced herein, and the Debtor and the Assignee intend to close the Lease sale transaction as soon as practicable. This Order is a final order and the period in which an appeal must be filed shall commence upon the entry of this Order.

11. Upon entry of this Order, this Order and the findings hereunder shall be binding upon all parties to the Leases and the Assignment Agreement.

12. Upon the entry of this Order and the occurrence of the Closing Date, each Lease Counterparty shall accept and honor the assignment of the Leases to the Assignee.

13. Each Lease Counterparty shall reasonably cooperate and execute and deliver, within ten (10) days of any reasonable requests of the Assignee and at no cost to the Lease Counterparty, any instruments, applications, consents, or other documents which may be required by any public or quasi-public authority or other party or entity, for the purpose of obtaining any

permits, approvals, or other necessary documents required for the alteration, opening, and operating of the properties as contemplated under the Assignment Agreement.

14. Notwithstanding anything to the contrary in this Order, the Assignment Agreement, or any side letters, none of the Debtor's insurance policies (and/or any agreements related thereto between any of the Debtor, on the one hand, and the applicable insurer(s) and/or third-party administrators, on the other hand) related to any property subject to a Lease shall be abandoned, sold, assigned, or otherwise transferred without the express prior written consent of the Assignee and the applicable insurer and/or third-party administrator.

15. This Court shall retain jurisdiction (i) to construe and determine any disputes under this Order, (ii) to enforce and implement the terms and provisions of the Assignment Agreement, all amendments thereto, any waivers and consents thereunder, and of each of the agreements executed in connection therewith, and (iii) to resolve any disputes arising under or related to the Lease sales (but all landlord/tenant disputes arising subsequent to the Closing Date which do not involve the Lease sales, this Order, or the Debtor shall not be subject to the jurisdiction of this Court).

16. The Debtor and the Assignee are hereby authorized to execute and deliver any and all documents, and to do all things reasonably necessary, to effectuate the purposes of this Order, to transfer the Debtor's interests in and to the Leases, in accordance with the terms of the Assignment Agreement, and to carry out the terms and conditions of the Assignment Agreement.

17. The Assignee is not a successor in interest to the Debtor (other than with respect to the Debtor's rights and obligations under each Lease first accruing after the Assignee takes assignment thereunder as provided for under the Assignment Agreement), or its bankruptcy estate as a result of the Assignee taking title or possession of each Lease and the subject premises, and

the Assignee is not assuming any liabilities or obligations of the Debtor or its bankruptcy estate, except as may be specifically provided for in the Assignment Agreement and any side letter that may be entered into by and between the Assignee and a Lease counterparty.

18. This Order shall be effective and enforceable after its entry as provided by Bankruptcy Rule 7062.

19. Any remaining objections to the assignment of the Leases that have not been withdrawn, waived, adjourned, or settled, and all reservations of rights included in such objections, are overruled in all respects and denied.

20. Any provision in the Leases regarding percentage rent to the extent of the Debtor's sales prior to the Closing Date shall not be imputed against the Assignee, and no percentage rent is due and owing by the Assignee for the period prior to the Closing Date.

21. To the extent there is any inconsistency between the terms of this Order and the terms of the Assignment Agreement (including all ancillary documents executed in connection therewith), the terms of this Order shall govern.

22. To the extent that the Assignee and any Lease Counterparty enter into a side letter with respect to any Lease, such side letter shall govern with respect to rights and obligations of the Assignee and the Lease Counterparty with respect to any matters addressed in such side letter. For the avoidance of doubt, no side letter shall modify the rights and obligations of any third party without such third party's consent.

23. The failure specifically to include any particular provision of the Assignment Agreement or other related documents in this Order shall not diminish or impair the effectiveness of such provision, it being the intent of this Court that the Assignment Agreement and all other related documents be authorized and approved in their entirety pursuant to this Order.

24. The Assignment Agreement and any related agreements, documents, or other instruments may be modified, amended, or supplemented by the parties thereto and in accordance with the terms thereof, without further order of this Court; *provided* that any such modification, amendment, or supplement is consistent with this Order and does not have any adverse effect on the Debtor's estate.

25. This Order shall be deemed to constitute a separate order with respect to each Lease. Any stay of this Order pending appeal by any party objecting to any of the relief granted in this Order shall stay this Order only with respect to the particular Lease(s) that are the subject of such objection(s) and/or such appeal and shall not stay this Order with respect to any other Leases and/or any other relief granted in this Order.

Dated: January 28th, 2026
Wilmington, Delaware


J. KATE STICKLES
UNITED STATES BANKRUPTCY JUDGE

Exhibit 1

Leases

Store #	Address	Landlord	Cure Amount
101	5751 Mercury Drive Dearborn, MI 48126	Dabaja Fairlane North Properties LLC	\$0
431	1972 Mt. Zion Rd. Suite 105 Morrow, GA 30260	Southlake Equities, LLC	\$30,981

Exhibit 2

Assignment and Assumption Agreement

Execution Copy

ASSUMPTION AND ASSIGNMENT AGREEMENT

This **ASSIGNMENT AND ASSUMPTION AGREEMENT** (this "Agreement"), dated as of January 16, 2026, is between American Signature, Inc., an Ohio corporation and Chapter 11 Debtor and Debtor-In-Possession (the "Assignor") in *In Re American Signature, Inc.*, et al., pending as Case No. 25-12105-JKS (the "Bankruptcy Case") in the United States Bankruptcy Court for the District of Delaware (the "Bankruptcy Court"), on the one hand, and Ross Dress For Less, Inc., a Virginia corporation (the "Assignee"), on the other hand.

RECITALS

WHEREAS, on November 22, 2025, Assignor, along with various affiliated debtors and debtors-in-possession, filed a voluntary petition for relief pursuant to chapter 11 of Title 11 of the United States Code, 11 U.S.C. §§ 101 *et seq.* (as amended, the "Bankruptcy Code") in the Bankruptcy Court, initiating the Bankruptcy Case; and

WHEREAS, subject in all events to entry of an order of the Bankruptcy Court in the Bankruptcy Case which approves and authorizes Assignor's execution of this Agreement and the consummation of the transaction contemplated by this Agreement (the "Approval Order"), Assignor has agreed to assign to Assignee each real property lease identified on Schedule A attached to this Agreement and incorporated by this reference (each a "Lease") with respect to the respective premises (each a "Premises") identified on Schedule A. For its part, Assignee has agreed to assume each Lease, as more particularly set forth below in this Agreement.

NOW, THEREFORE, in consideration of the premises and the mutual agreements herein contained, Assignor and Assignee (collectively, the "Parties") hereby agree as follows:

AGREEMENT

1. Assignment and Assumption. Effective upon entry of the Approval Order, Assignee's payment in full of the Purchase Price as set forth below and satisfaction (or written waiver by the Party which is the beneficiary thereof) of the other conditions set forth in Section 5 below:

(a) Assignor shall sell, transfer, convey, assign and set over to Assignee, its successors and assigns, all of Assignor's right, title, and interest in and to each Lease, free and clear, in each case, to the extent provided in the Approval Order, of leasehold mortgages (if any), subleases, licenses, holdover rights under applicable bankruptcy and non-bankruptcy law and rules, claims liens, mechanics liens, bills, interests, any rights under Section 365(h) of the Bankruptcy Code, and any other rights or encumbrances, in each case to the fullest extent permitted by applicable law.

(b) Assignee assumes and undertakes to pay, perform, and discharge all of Assignor's obligations and duties with respect to each Lease assigned to Assignee arising from and after the Closing Date.

(c) The assignment and assumption of the Leases pursuant to this Agreement (the "Closing") shall occur on or before the date that is two (2) business days following entry of

the Approval Order (the "Closing Date"). On the Closing Date, Assignor shall deliver possession of each Premises to Assignee and deliver all access codes and keys (or written confirmation that Assignee is authorized to change the locks), key codes and alarm codes for each Premises to Assignee.

2. Assignee's Delivery of Good Faith Deposit; Payment of Purchase Price.

(a) Prior to the date hereof, Assignee delivered by wire transfer of immediately available, good funds of the United States of America ("Good Funds") to Assignor's counsel's client trust account (the "Trust Account"), an amount equal to \$70,000.00 (the "Deposit") and Assignor acknowledges receipt of the Deposit in the Trust Account. The Deposit shall not bear any interest and shall be held in the Trust Account and shall be credited and applied toward payment of the Purchase Price at the Closing. In addition to all other rights and/or remedies to which Assignor may be entitled under the circumstances, Assignor shall be entitled to receive and retain the Deposit in the event the transaction contemplated herein fails to close by reason of Assignee's material breach of this Agreement. Assignee shall be entitled to the return of the Deposit in all other events.

(b) Assignee shall, on or before the Closing Date, deliver by wire transfer of Good Funds to Assignor (in accordance with such written wire transfer instructions as Assignor may provide to Assignee) that portion of the aggregate purchase price for the Leases set forth on Schedule A (the "Purchase Price") which is in excess of the amount of the Deposit (such amount in excess of the Deposit, the "Remaining Price").

(c) If Assignor has paid any rent and other charges under a Lease for the month in which the Closing Date occurs and any subsequent months, there shall be an adjustment or pro-ration of the Purchase Price on account of any such rent or other charges paid by Assignor under the Lease for the month in which the Closing Date occurs and any subsequent months such that, Assignee shall pay Assignor, in addition to the Purchase Price, for any such rent or other charges paid by Assignor with respect to any periods occurring after the Closing Date, which amounts shall be pro-rated on a daily basis.

(d) Except as set forth in Section 2(c) of this Agreement, Assignee shall have no obligation to pay any amounts to cure any monetary defaults (including any failure to pay any item of rent including CAM, real estate taxes and insurance and actual pecuniary losses incurred by the landlord/lessor under either Lease (a "Landlord")) or non-monetary defaults under either Lease that arose or occurred prior to the mutual execution of this Agreement, pursuant to section 365(b) of the Bankruptcy Code (the "Cure Costs") and the payment of the Cure Costs shall be the sole responsibility of the Assignor and be paid by the Assignor to the Landlords from the Purchase Price.

(e) Notwithstanding anything to the contrary, if the applicable Landlord agrees to waive or abate any amounts due under the applicable Lease for a period prior to the Closing Date or otherwise reduce the Cure Costs for any Lease, the Purchase Price shall be reduced on a dollar for dollar basis in the amount of such reduction.

(f) If the Closing has not occurred by February 13, 2026 (the “Outside Date”), then either Assignor or Assignee may terminate this Agreement without any liability hereunder upon written notice to the other, the Leases may be rejected by Assignor in the Bankruptcy Case and the Deposit will be returned to Assignee in full, provided, however, that a Party whose material breach of this Agreement caused the failure of the Closing to occur prior to the Outside Date shall not have the right to terminate this Agreement. A material breach shall mean: (i) as to Assignor: (x) the Assignor’s failure to use commercially reasonable efforts to obtain Bankruptcy Court approval of this Agreement or entry of the Approval Order; or (y) Assignor’s refusal to undertake the Closing upon satisfaction of all conditions set forth in Section 5(b), and (ii) as to Assignee, the failure to pay the Remaining Price, or any other amounts payable by Assignee pursuant to this Agreement upon satisfaction of all conditions set forth in Section 5(a) or Assignee’s failure to provide “adequate assurance of future performance” of either Lease to the satisfaction of the Bankruptcy Court. A Party asserting the occurrence of a material breach by the other Party hereto shall provide such other party written notice of such breach at the applicable email address(es) set forth on the signature page of this Agreement and in the event (and only in the event) that such breach is curable during such period, not less than three (3) days to cure such breach.

(g) If neither Assignee nor Assignor terminates this Agreement pursuant to Section 2(f) by reason of the failure of the Closing to occur by the Outside Date, then Assignee will additionally reimburse Assignor at Closing for all amounts that came due, were required to be paid, and were in fact paid in connection with each Lease from and after the Outside Date.

3. No Further Liability. From and after the Closing Date, Assignor shall have no further obligations and duties with respect to either of the Leases except, to the extent that Assignor has not already paid the same at Closing, Assignor’s obligation to pay all Cure Costs as required pursuant to Section 2(d) of this Agreement. Assignee shall be responsible for paying (and shall be entitled to receive any credits for) all amounts outstanding under each Lease due or becoming due on or after the Closing Date and shall be responsible for performing and discharging all obligations and duties under the Leases that first accrue or come due on or after the Closing Date, *provided, however*, that Assignee shall not be responsible for any amount due under a Lease that relates to any period prior to the Closing Date, regardless of whether such amount remained unbilled as of the Closing Date, including, but not limited to, accrued but unbilled adjustments for CAM, real estate taxes, and insurance arising from or related to any period prior to the Closing Date. For the avoidance of all doubt, nothing in this Section 3 shall be deemed to in any way limit or modify Assignor’s rights under Section 365(k) of the Bankruptcy Code.

4. Approval of the Bankruptcy Court. Assignor shall, at its sole cost and expense, use Assignor’s commercially reasonable efforts to obtain the Approval Order and comply with all of the procedures and other requirements (including notice requirements) contained in any order of the Bankruptcy Court governing the assumption and assignment of the Leases.

5. Conditions to Closing.

(a) Assignee’s obligations under this Agreement are subject to the timely fulfillment of the conditions set forth in this Section 5(a) on or before the Closing Date. Each condition may be waived in whole or in part only by written notice of such waiver from Assignee to Assignor:

(i) Assignor 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 the Closing including, without limitation, Assignor's obligation to pay the Cure Costs to any applicable Landlord under each Lease, and Assignor's obligation to deliver possession of the respective Premises to Assignee as provided in Section 1(c) of this Agreement.

(ii) The Approval Order shall have been entered in the Bankruptcy Case and be substantially in the form and content attached as Schedule B to this Agreement, with all changes therefrom to be satisfactory to Assignee in its reasonable discretion, and the Approval Order shall be unstayed.

(b) Assignor's obligations under this Agreement are subject to the timely fulfillment of the conditions set forth in this Section 5(b) on or before the Closing Date. Each condition may be waived in whole or in part only by written notice of such waiver from Assignor to Assignee:

(i) Assignee 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 Assignee prior to or at the Closing, including, without limitation, having delivered the Remaining Price and all other amounts payable to Assignor by Assignee under this Agreement.

(ii) The Approval Order shall have been entered in the Bankruptcy Case and be substantially in the form and content attached as Schedule B to this Agreement, with all changes therefrom to be satisfactory to Assignor in its reasonable discretion, and the Approval Order shall be unstayed.

6. Further Assurances. At any time and from time to time after the date this Agreement is mutually executed, at the request of Assignee, and without further consideration, Assignor shall execute and deliver such other instruments of sale, transfer, conveyance, assignment, and confirmation or consents (collectively, "Instruments") and take such other action as Assignee may reasonably request and to the extent necessary in order to more effectively transfer, convey, and assign to Assignee Assignor's rights in, to, or under each Lease; provided, however, in no event shall the foregoing be deemed to require Assignor to take any action or to execute and/or deliver any Instrument which would cause Assignor to incur any material cost or expense or otherwise impose upon Assignor any greater obligations than those which are imposed upon Assignor pursuant to the other provisions of this Agreement. For its part, Assignee shall cooperate in all reasonable respects, in Assignor's efforts to obtain entry of the Approval Order and otherwise consummate the transaction contemplated by this Agreement (including, without limitation, providing such information as may be required to demonstrate "adequate assurance of future performance" of the Leases to the satisfaction of the Bankruptcy Court).

7. "As Is Where Is" Transaction. Assignee acknowledges and agrees that Assignor makes no representations or warranties whatsoever, express or implied, with respect to any matter relating to either Lease. Without limiting the foregoing, Assignor disclaims any warranty (express or implied) of merchantability or fitness of either Premises subject to either Lease for any particular purpose. Assignee further acknowledges that the Assignee has had the opportunity to and has conducted an independent inspection and investigation of the physical condition of the Premises and all such other matters relating to or affecting each Lease and/or the applicable Premises as Assignee deemed necessary or appropriate and that in proceeding with its

acquisition of each Lease pursuant to this Agreement, Assignee is doing so based solely upon such independent inspections and investigations. Accordingly, at Closing, Assignee will accept each Lease "AS IS, WHERE IS AND WITH ALL FAULTS."

8. Broker Obligations. Assignor and Assignee each represent and warrant to the other that (other than A&G Realty Partners, LLC ("A&G"), for whose commission, fees, or other compensation (the "A&G Commission") Assignor shall be solely responsible pursuant to a separate agreement with A&G), such Party has not incurred any liability to any broker or agent with respect to the payment of any commission or other compensation regarding the consummation of the transaction contemplated herein (the "Transaction"). If any claims for commissions, fees or other compensation, including, without limitation, brokerage fees, finder's fees, or commissions are ever asserted against Assignor or Assignee in connection with this Transaction (other than the A&G Commission, which shall be handled and paid by Assignor, as set forth above), all such claims shall be handled and paid by the Party whose actions form the basis of such claim and such Party shall indemnify, defend (with counsel reasonably satisfactory to the Party entitled to indemnification hereunder), protect and save and hold the other harmless from and against any and all such claims or demands asserted by any person, firm or corporation in connection with the Transaction. The indemnification obligations under this Section 8 shall survive (and continue in full force and effect following) the consummation of the Transaction.

9. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware without regard to principles of conflicts of law, except in each case to the extent the laws of the State in which the Premises are located necessarily apply because the Premises are located in such State.

10. Jurisdiction. The Parties consent to the sole and exclusive jurisdiction of the Bankruptcy Court with respect to all matters arising under or relating to this Agreement. The Parties irrevocably waive any objection on the grounds of venue, forum *non conveniens*, or any similar grounds and irrevocably consent to service of process by mail or in any other manner permitted by applicable law. The Parties further waive any right to a trial by jury with respect to any action, lawsuit or other judicial proceeding arising under or relating in any way to this Agreement.

11. No Reliance. Each Party represents and warrants to the other that in entering into this Agreement it is relying on its own judgment, belief and knowledge and, as applicable, on that of any attorney it has retained to represent it in this matter. In entering into this Agreement, neither Party is relying on any representation, warranty or statement made by the other Party or any person representing such other Party, except only as may otherwise expressly be provided herein.

12. Construction. This Agreement has been drafted through a cooperative effort of both Parties, and neither Party shall be considered the drafter of this Agreement so as to give rise to any presumption of convention regarding construction of this document. All terms of this Agreement were negotiated in good faith and at arm's-length, and this Agreement was prepared and executed without fraud, duress, undue influence, or coercion of any kind exerted by any of the Parties upon the other. The execution and delivery of this Agreement is the free and voluntary act each of each of the Parties hereto.

13. Entire Agreement and Amendment. This Agreement contains the entire agreement of the Parties regarding the subject matter of this Agreement. This Agreement may be amended only in a writing signed by both Parties.

14. Execution in Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Electronic signature systems such as "PDF" or "DocuSign" format may be used in place of wet signatures and shall have the same force and effect for all purposes as original signatures, even if the dates or time stamps on the document are not identical in all respects. Each Party intends to be legally bound by the signatures on such PDF or DocuSign documents, is aware that the other Party will be rely on the PDF or DocuSign signatures and waives all defenses to the enforcement of this Agreement based on the use of PDF or DocuSign Signature. All signatures of the Parties to this Agreement may be transmitted by facsimile or by electronic mail or DocuSign or similar electronic delivery system, and such transmission will, for all purposes, be deemed to be the original signature of such Party whose signature it reproduces and will be binding upon such Party.

15. Attorneys' Fees. In the event that either Party brings an action or other proceeding to enforce or interpret the terms and provisions of this Agreement, the prevailing Party in that action or proceeding shall be entitled to have and recover from the non-prevailing Party all such fees, costs and expenses (including, without limitation, all court costs and reasonable attorneys' fees) as the prevailing Party may suffer or incur in the pursuit or defense of such action or proceeding. As used herein, the term "prevailing Party" shall mean the Party in whose favor a judgment, decree or final order is rendered, whether or not damages are actually awarded to such Party.

16. Binding Effect. This Agreement shall bind and inure to the benefit of the respective successors, and assigns of the Parties hereto; provided, however, (i) Assignee shall not have the right to assign its rights or interests under this Agreement without first obtaining Assignor's written consent, and (ii) no such assignment by Assignee shall be deemed to release, relieve or otherwise reduce or affect the original Assignee's liability for the obligations to be performed by Assignee under this Agreement.

[Signatures appear on following page]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written.

ASSIGNOR:

American Signature, Inc., Debtor and Debtor in Possession

By: Rudolph Morando
Name: Rudolph Morando
Its: Co-Chief Restructuring Officer

Email: rmorando@thinkbrg.com and
cmcavinn@thinkbrg.com

ASSIGNEE:

Ross Dress For Less, Inc.

By: Jeff Sealy
Name: Jeff Sealy
Its: Group Senior Vice President, Real Estate

Email: Jeff.Sealy@ros.com

SCHEDULE A

Leases and Purchase Price

Store #	Address	Landlord	Purchase Price
101	5751 Mercury Drive Dearborn, MI	Dabaja Fairlane North Properties LLC 8351 N. Wayne Road Westland, MI 48185	
431	1972 Mt. Zion Rd., Suite 105 Morrow, GA 30260	Southlake Equities, LLC 1975 Hempstead Turnpike, Suite 309 East Meadow, NY 11554	
TOTAL			\$342,175.00

SCHEDULE B

Form of Approval Order

[TO BE ATTACHED]