

UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

In re:)
) Chapter 11
)
PERFECT BROW ART, INC., *et al.*) Case No. 19-01811
) (Jointly Administered)
)
Debtors.¹) Honorable Donald R. Cassling
)

AMENDED AND RESTATED ORDER GRANTING DEBTORS' MOTION FOR ENTRY OF AN ORDER (A) (I) APPROVING PROCEDURES FOR THE SALE OF SUBSTANTIALLY ALL OF THE DEBTORS' ASSETS FREE AND CLEAR OF ALL LIENS, CLAIMS, ENCUMBRANCES, AND OTHER INTERESTS; (II) SCHEDULING AN AUCTION; (III) ESTABLISHING PROCEDURES FOR THE ASSUMPTION AND ASSIGNMENT OF CERTAIN CONTRACTS AND LEASES; (IV) APPROVING FORM AND MANNER OF NOTICES ASSOCIATED WITH THE AUCTION AND THE ASSUMPTION AND ASSIGNMENT OF CONTRACTS AND LEASES; AND (V) SETTING A FINAL HEARING; AND (B) GRANTING RELATED RELIEF

Upon the Debtors' motion (the "Motion"), pursuant to sections 363, 365, 1107(a), and 1108 of title 11 of the United States Code (the "*Bankruptcy Code*") and Rules 2002, 6004, 6006, 9007, and 9014 of the Federal Rules of Bankruptcy Procedure (the "*Bankruptcy Rules*") for entry of (a) an order (the "*Bidding Procedures Order*") (i) approving procedures (the "*Bidding Procedures*") for the sale (the "*Sale*") of substantially all of the Debtors' assets (the "*Purchased Assets*") to the Successful Bidder ("*Successful Bidder*"); (ii) scheduling an auction (the "*Auction*"); (iii) establishing procedures for the assumption and assignment of Assumed Contracts and Leases (the "*Assumption and Assignment Procedures*"); (iv) approving the form and manner of notices associated with the Sale and Assumption and Assignment Procedures; and (v) scheduling a final

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal taxpayer-identification number, are: (i) Perfect Brow Art, Inc. (5731), (ii) Perfect Brow Florida, Inc. (5602), (iii) Perfect Brow Puerto Rico, Inc. (3497), (iv) Perfect Brow New York, Inc. (2041), (v) Locks Rock, Inc. (5046), (vi) P.B. Art Franchise, Inc. (0026), (vii) Perfect Brow Oakland, Inc. (5727), and (viii) Ooh La La Beauty Bar Franchise, Inc. (0714).

hearing (the “*Final Hearing*”) to consider approval of the Sale of the Purchased Assets; (b) entry of an order (the “*Sale Order*”) approving the Sale of the Purchased Assets to the Successful Bidder; and (c) granting related relief; capitalized terms used herein but not defined shall have the meaning ascribed to them in the Motion; the Court having granted the Bidding Procedures Order on June 10, 2019 [Docket No. 293] (the “*Original Bidding Procedures Order*”); it appearing to the Court that based upon the representations contained in the Motion and on the record before this Court, entry of this Order is in the best interest of the Debtors, their estates, and their creditors, and after due deliberation and good and sufficient cause appearing therefor,

IT IS HEREBY ORDERED THAT:

1. The Bidding Procedures, attached as Exhibit A hereto, for conducting the Auction are hereby authorized, approved, and made part of this Order as if fully set forth herein.

2. The Assumption and Assignment Procedures, attached as Exhibit B to the Original Bidding Procedures Order and approved by the Original Bidding Procedures Order are approved as modified by the following:

a. On or before July 12, 2019, the Debtors shall serve, on a confidential basis, the Stalking Horse Bidder’s Adequate Assurance Information (as defined in the Assignment and Assumption Procedures) by overnight mail on all counterparties (the “*Counterparties*”) to the Contracts and Leases, at the last known address available to Seller (including to street addresses included on each Debtor’s list of 20 largest creditors filed on the Petition Date) and their attorneys, if an attorney has filed a notice of appearance in the Seller’s chapter 11 proceedings, and (b) each of the Notice Parties (as defined in the Assignment and Assumption Procedures).

b. Within one (1) business day after the conclusion of the Auction, Debtors will serve by overnight mail and file with the Court an omnibus notice (the “*Auction Results*

Notice”) upon each of the Notice Parties, the Counterparties to Assumed Contracts and Leases (and their attorneys, if an attorney has filed a notice of appearance in the Seller’s chapter 11 proceedings) at the last known address available to Seller. The Auction Results Notice shall, *inter alia*, identify the successful bidder(s) (the “*Successful Bidder*”) and the back-up bidder (the “*Backup Bidder*”) chosen at the Auction in accordance with the Bidding Procedures and such other information as hereinafter provided. The Auction Results Notice shall also include a description of the Successful Bid and the Backup Bid and be accompanied by any Adequate Assurance Information for the Successful Bidder and the Backup Bidder to the extent not provided pursuant to paragraph 2(a) above.

3. Subject to the final determination of this Court, the Debtors are authorized to (a) determine in their discretion (after consultation with the Committee), which of the Qualified Bids submitted for the Auction is the highest or otherwise best offer, and (b) properly reject any and all bids that, in the Debtors’ discretion (after consultation with the Committee) are (i) inadequate or insufficient; (ii) not in conformity with the requirements of the Bankruptcy Code, or the terms and conditions of the Bidding Procedures; or (iii) contrary to the best interests of the Debtors, their estates, and creditors.

4. Brow Art 23 LLC (“*Stalking Horse Bidder*”) is hereby designated as the “Stalking Horse Bidder.” The Termination Fee in the amount of 2.0% of the Purchase Price and the other bid protections as set forth in the Bidding Procedures are hereby approved and the Debtor is authorized and directed to pay any and all amounts owing to the Stalking Horse Bidder in accordance with the terms of the Bidding Procedures and the Stalking Horse Agreement, including the Termination Fee, without further order of the Court; provided that no Termination Fee shall be payable in the event that the Stalking Horse Bidder terminates the Stalking Horse Agreement for

reasons set forth in the Stalking Horse Agreement.

5. If the Stalking Horse Bidder becomes entitled to payment from the Debtor under the Bidding Procedures for the Termination Fee, the Termination Fee shall be paid upon consummation, and from the proceeds, of a transaction with a buyer other than the Purchaser.

6. The Auction Notice, in substantially the same form as annexed to the Motion as Exhibit B, is sufficient to provide effective notice of the Bidding Procedures, the Auction, and the Sale to all interested parties, pursuant to Bankruptcy Rules 2002(a)(2) and 6004(a), and is hereby approved. The Debtors advertised the Sale on the Daily Dac on June 11, 2019 and June 19, 2019 which advertisement constituted publication notice and no further publication notice is required.

7. The Cure Notice, in substantially the same form as annexed to the Motion as Exhibit D, is hereby approved.

8. The Debtors filing and service of (i) the Auction Notice by first class mail, postage prepaid, or hand delivery upon: (a) all creditors, (b) all taxing authorities or recording offices which have a reasonably known interest in the relief requested, and (c) all federal, state, and local regulatory authorities with jurisdiction over the Debtors and (ii) the Cure Notice to all counterparties to the Contracts and Leases (including to street addresses included on each Debtor's list of 20 largest creditors filed on the Petition Date and their attorneys, if an attorney has filed a notice of appearance in the Seller's chapter 11 proceedings) constituted proper notice of the Sale. *See Affidavit of Service* dated June 13, 2019 [Docket No. 303]. No further notice of the Sale is required except as set forth in this Order.

9. Within one business day of the entry of this Order, the Debtors shall file and serve the Notice of Designation of Stalking Horse Bidder, Continued Auction Date and Related Deadlines, attached hereto as Exhibit B (the "*Continued Auction Notice*"), by first class mail,

postage prepaid, or hand delivery upon (a) all Counterparties at the last known address available to Seller (including to street addresses included on each Debtor's list of 20 largest creditors filed on the Petition Date) and their attorneys, if an attorney has filed a notice of appearance in the Seller's chapter 11 proceedings, and (b) each of the Notice Parties.

10. The Continued Auction Notice is sufficient to provide effective notice of the continued Auction date, Sale Hearing and related deadlines and is hereby approved. Additionally, the Debtors will forward courtesy copies of the Continued Auction Notice to all entities known to the Debtors who have expressed an interest in a transaction with respect to the Purchased Assets during the last twelve months.

11. On July 30, 2019 at 1:00 p.m. (Central Time) or as soon thereafter as counsel may be heard, the Sale Hearing will be held before the Honorable Donald R. Cassling, United States Bankruptcy Judge, in the United States Bankruptcy Court for the Northern District of Illinois, 219 South Dearborn Street, Courtroom 619, Chicago, Illinois, to consider the issuance and entry of an Order, *inter alia*, approving the Sale of the Property of the Debtors free and clear of liens, claims, and encumbrances.

12. The Court shall retain jurisdiction with respect to all matters relating to the interpretation or implementation of this Order.

Dated: 10 JUL 2019, 2019


UNITED STATES BANKRUPTCY JUDGE

EXHIBIT A

BIDDING PROCEDURES

BIDDING PROCEDURES

1. Assets to be Sold. Seller is offering for sale, the assets described in the stalking horse purchase agreement (the “**Stalking Horse Agreement**”).

2. Stalking Horse Bid. Brow Art 23 LLC (the “**Stalking Horse Bidder**”), has submitted to the Seller an initial stalking horse bid of \$4.0 million (the “**Stalking Horse Bid**”), which will serve as the minimum bid at the Auction, which Stalking Horse Bid is reflected in the Stalking Horse Agreement executed by the Stalking Horse Bidder and Seller attached hereto as Exhibit 1.

3. Deadline for Bid Submissions. Bids shall be due on or before **July 18, 2019 at 5:00 p.m. CST** (the “**Bid Deadline**”).

4. Required Submissions for Bidding. In order to submit a bid, each person (each a “**Potential Bidder**”) must deliver to the Seller (via overnight mail or courier to Levenfeld Pearlstein, LLC, 2 N. LaSalle, Suite 1300 Chicago, Illinois 60602, Attention: Harold D. Israel, or via electronic mail to hisrael@lplegal.com), with a copies to Schoenberg Finkel Newman & Rosenberg, LLC via electronic mail to michael.friman@SFNR.com and to Ravinia Capital via electronic mail to jwk@raviniacapitalllc.com, and to (i) financial advisor to the Seller and the Committee, via overnight mail or courier to CBIZ Corporate Recovery Services, 1065 Avenue of the Americas, 11th Floor, New York, NY 10018, Attention Charles M. Berk or via electronic mail to cberk@cbiz.com); and (ii) counsel to the Committee (via overnight mail or courier to Sugar Felsenthal Grais & Helsinger LLP, 30 N. LaSalle St, Suite 3000 Chicago, Illinois 60602, Attention: Jonathan P. Friedland, Elizabeth B. Vandesteeg and Michael A. Brandess, or via electronic mail to jfriedland@sfgf.com; evandesteeg@sfgf.com; mbrandess@sfgf.com) the following, on or before the Bid Deadline:

a. an executed agreement (the “**Competing Purchase Agreement**”) (hard copy and electronic Microsoft Word document) for the purchase of the Purchased Assets upon the same or better terms and conditions than those set forth in the Stalking Horse Agreement, as determined by the Seller in its sole discretion, after consulting with the Committee, with such Competing Purchase Agreement substantially in the form to be attached hereto as Exhibit 1, and an electronic markup of the Potential Bidder’s Competing Purchase Agreement showing any and all amendments and modifications from the Stalking Horse Agreement, including, but not limited to, purchase price and contact information of the Potential Bidder;

b. the Potential Bidder’s Competing Purchase Agreement provides that the Potential Bidder is (i) willing to purchase the Purchased Assets for at least the Minimum Overbid and (ii) prepared to consummate the transaction contemplated by the Stalking Horse Agreement no later than the Closing Date;

c. an initial deposit (the “**Potential Bidder Good Faith Deposit**”) in the form of a cashier’s check, cash, or otherwise immediately available funds in the amount of 2.0% of the Purchase Price set forth in the Competing Purchase Agreement payable to the Seller, to be submitted along with the bid (funds to be delivered to Seller, with proof of payment delivered to the Stalking Horse Bidder);

d. written evidence satisfactory to the Seller of the Potential Bidder’s chief executive officer’s or other appropriate senior executive’s approval of the contemplated transaction and that no other consents are required;

e. financial statements (or other financial information acceptable to the Seller in its sole and absolute discretion, after consulting with the Committee) showing that the Potential Bidder has the financial ability to close on the Purchased Assets by the Closing Date;

f. written documentation (and an agreement to share such information on a confidential basis with counterparties to potential unexpired leased of nonresidential real property to be assumed and assigned) sufficient to demonstrate such Potential Bidder’s ability to provide adequate assurance of future performance to the counterparties to the proposed leases to be assumed and assigned, which information shall include, but shall not be limited to:

i. the specific name of the proposed assignee/tenant, if not the prospective purchaser, and the proposed name under which the assignee intends to operate the store if not a current trade-name of the Seller;

ii. the potential assignee’s intended use for the space if different from the present retail operation;

iii. if available, financial statements (audited, reviewed or compiled) and, if a public entity, annual reports for the proposed assignee for the past three (3) years, including all supplements or amendments thereto;

iv. if available, cash flow projections for the proposed assignee, the proposed assignee’s most recent business plan, all cash flow projections for the lease(s) subject to the assignment request, and any financial projections, calculations and/or pro-formas prepared in contemplation of purchasing the lease(s);

v. documents and other evidence of the potential assignee’s retail experience and experience operating stores in a shopping center;

vi. a contact person for the proposed assignee that a Counterparty may directly contact in connection with the adequate assurance of future performance; and

vii. if the prospective bidder be a newly formed entity (a “**Newco**”), written evidence of adequate assurance of future performance should also include when such Newco was formed, how it will be financed, together with evidence of any financial commitments, and identify what credit enhancements, if any, will be available to guarantee the obligations under the leases.

The foregoing (i) through (vii) shall be referred to collectively as the (the “**Adequate Assurance Information**”); and

g. a signed statement indicating that the Competing Purchase Agreement is irrevocable until (i) the Auction has taken place and the Potential Bidder is not approved as the Successful Bidder or Back-up Bidder whether due to the Potential Bidder being not selected by the Seller in its sole discretion or for any other reason whatsoever, in which case the Potential Bidder Good Faith Deposit will be refunded unless otherwise forfeited pursuant to paragraph 10 below or (ii) one business day following the closing of the Sale, in the event the Potential Bidder is selected as the Successful Bidder or Back-up Bidder, in which case, the Potential Bidder Good Faith Deposit shall not be refunded until the Potential Bidder or another bidder has consummated the transaction; and

h. a signed statement acknowledging the prohibition against collusive bidding.

Seller will not consider any offer that requires payment of a Termination Fee (except to the Stalking Horse Bidder) or other "stalking horse" protections or requires due diligence or financing contingencies of any kind.

5. Determination of Qualified Bids. A bid that complies with the requirements of and be accompanied by the information set forth in Paragraph 4 above, as determined in the sole discretion of the Seller, after consulting with the Committee, will be deemed a "**Qualified Bid.**" A "**Qualified Bidder**" is a Potential Bidder that submits a Qualified Bid and, in the Seller's sole discretion (after consulting with the Committee), is determined to demonstrate the financial capability to consummate the purchase of the Purchased Assets that is the subject of its Qualified Bid.

6. Impact of Bid Rejection. If Seller determines that a Potential Bidder is not a Qualified Bidder, the Seller shall return the Potential Bidder Good Faith Deposit to the Potential Bidder promptly upon such determination. At the Auction, only the Stalking Horse Bidder and Qualified Bidders who have submitted Qualified Bids for the Purchased Assets shall have the right to bid on the Purchased Assets. If there are no Qualified Bids, the Auction shall be canceled, and Seller shall proceed with Closing of the purchase and sale of the Purchased Assets to the Stalking Horse Bidder on the Closing Date.

7. Timing and Location of Auction. The Auction shall be conducted on **July 19, 2019** (the "**Auction Date**") at 10:00 a.m. CST. The Auction will be held at the offices of Levenfeld Pearlstein, LLC, 2 North LaSalle Street, Suite 1300, Chicago, Illinois 60602 or such other location designed by Seller in advance of the Bid Deadline. In addition to the Seller and its counsel and other advisors, one representative from each member of the Committee and their counsel, unless otherwise agreed to by the parties, along with Committee counsel, only the Stalking Horse Bidder (if any) and Qualified Bidders that submitted a Qualified Bid, along with their respective professionals and advisors, will be permitted to attend the Auction. In the event of a change in time or place of the Auction, the Seller shall use its commercially reasonable efforts to notify the Stalking Horse Bidder and all Qualified Bidders who have timely submitted Qualified Bids on or before the Bid Deadline.

8. Minimum Overbid and Bid Increments. The initial overbid (the “**Minimum Overbid**”) must be equal to the sum of the Stalking Horse Bid **plus** the Termination Fee **plus** \$50,000.

9. Procedures for the Auction. The Auction shall be conducted in accordance with commercially reasonable procedures as shall be established by Seller and its legal counsel, after consulting with the Committee. Seller reserves its right to modify the Auction procedures at any time in its sole and absolute discretion.

10. Determination of Successful Bid. Upon completion of the Auction, the Seller, in its sole discretion (after consulting with Committee), shall select the Qualified Bid that will maximize the value of the Purchased Assets and is in the best interest of the Seller’s bankruptcy estate (the “**Successful Bid**”). The Good Faith Deposit and the Potential Bidder Good Faith Deposit, as the case may be, for any Qualified Bidder shall be non-refundable until the Closing. If the party submitting the Successful Bid (the “**Successful Bidder**”) fails to close the sale (other than as a result of the Seller’s breach), such party’s Good Faith Deposit or Potential Bidder Good Faith Deposit, as the case may be, shall be retained by Seller as its sole and exclusive damages resulting from such failure to close.

11. Right to Select Back-Up Bidder(s). At the conclusion of the Auction, the Seller may designate a “Back-Up Bidder” or multiple Back-Up Bidders (each a “**Back-Up Bidder**”), if necessary, provided that each Back-Up Bidder is willing to purchase the Purchased Assets for at least the Back-Up Bidder’s last bid at the Auction. If, for any reason, the party that submits the Successful Bid fails to consummate the purchase of the Purchased Assets:

- a. the Back-Up Bidder designated by Seller shall be deemed to have submitted the highest and best bid, and shall be deemed the Successful Bid, and the Successful Bidder; and
- b. Seller shall have the right to effectuate the sale of the Purchased Assets to the Back-Up Bidder as soon as is commercially reasonable. Such Back-Up Bidder’s Good Faith Deposit or Potential Bidder Good Faith Deposit, as the case may be, shall be held in escrow until the closing of the transaction with the Successful Bidder.

12. Termination Fee. If the Stalking Horse Bidder is not the Successful Bidder at the Auction and an alternative transaction is consummated, the Stalking Horse Bidder shall become entitled to a Termination Fee in accordance with the Stalking Horse Agreement.

13. Closing of Sale. Closing of the purchase and sale of the Purchased Assets to the Successful Bidder shall be on the Closing unless otherwise agreed to by the parties. The Closing Date may be extended by written agreement of the Seller and the Successful Bidder.

EXHIBIT 1

FORM OF PURCHASE AGREEMENT

ASSET PURCHASE AGREEMENT

This ASSET PURCHASE AGREEMENT ("**Purchase Agreement**") is entered into as of July 9, 2019, by and among BROW ART 23 LLC, a Delaware limited liability company ("**Buyer**"), or its affiliated assignee, and PERFECT BROW ART, INC., an Illinois corporation, together with its affiliates PERFECT BROW FLORIDA, INC., a Florida corporation, PERFECT BROW PUERTO RICO, INC., a Puerto Rico Corporation, PERFECT BROW NEW YORK, INC., an Illinois corporation, PERFECT BROW OAKLAND, INC., an Illinois corporation, P.B. ART FRANCHISE, INC., a Florida corporation and LOCKS ROCKS, INC., an Illinois corporation (collectively, "**Seller**"); collectively the "**Parties**" and each a "**Party**."

WHEREAS, the Seller operates 119 "Brow Art 23" locations (collectively, the "**Owned Stores**") and has franchised 50 additional locations (collectively, the "**Franchised Stores**") throughout the United States and Puerto Rico (the "**Territory**"); and

WHEREAS, on January 22, 2019, the Seller filed a voluntary petition for relief ("**Bankruptcy Case**") in the United States Bankruptcy Court for the Northern District of Illinois, Eastern Division ("**Bankruptcy Court**") pursuant to chapter 11 of title 11 of the United States Code, 11 U.S.C. sections 101 et seq. (the "**Bankruptcy Code**"), Case No. 19-01811 (jointly administered); and

WHEREAS, Seller desires to sell, and Buyer desires to purchase, substantially all of the domestic assets and rights of Seller as set forth in this Purchase Agreement and in accordance with sections 105, 363 and 365 of the Bankruptcy Code;

WHEREAS, on May 30, 2019, Seller filed a motion under sections 363 and 365 of the Bankruptcy Code ("**Sale Motion**") seeking entry of an (i) order ("**Original Bidding Procedures Order**") (a) approving the bidding procedures set forth on Schedule 4.1(b) (the "**Bidding Procedures**") of the Purchase Agreement and the form of Purchase Agreement; (b) setting a date for an auction (the "**Auction**") of the Purchased Assets and (c) setting a date for a hearing ("**Sale Hearing**") to approve the sale contemplated hereby; and (ii) order (the "**Sale Order**") approving the transactions contemplated by this Purchase Agreement. [Docket No. 267]; and

WHEREAS, on June 10, 2019, the Bankruptcy Court entered the Bidding Procedures Order attached hereto as **Exhibit A** [Docket No. 293].

WHEREAS, on July 1st^{amc}, 2019, the Bankruptcy Court entered an order amending and restating the Bidding Procedures Order attached hereto as **Exhibit B** [Docket No. __] (the "**Amended and Restated Bidding Procedures Order**") and collectively with the Original Bidding Procedures Order, the "**Bidding Procedures Order**").

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

ARTICLE I PURCHASE AND SALE OF ASSETS

1.1 Defined Terms. Unless otherwise defined in this Purchase Agreement, capitalized terms not defined herein shall have the meaning attributed to such terms on Schedule 1.1.

1.2 Purchased Assets. Upon the terms and subject to the conditions set forth in this Purchase Agreement, at the Closing, Seller shall sell, transfer, convey, assign and deliver to Buyer, and Buyer shall purchase and acquire from Seller, free and clear of Liens (other than rights of owners of any equipment leased and licensed Intellectual Property pursuant to Assumed Contracts, with respect to obligations accruing from and after the Closing Date), Claims and Encumbrances, except for the Permitted Liens, all of Seller's right, title and interest in and to all of the domestic assets owned by or leased or licensed to Seller and used or held for use by Seller in the conduct of its business, whether real, personal or mixed, tangible or intangible, and wheresoever situated, whether or not reflected on Seller's books and records excepting only the Excluded Assets (collectively, "**Purchased Assets**").

Without limiting the generality of the foregoing, the Purchased Assets shall include all of Seller's right, title and interest in, to and under:

(a) all tangible personal property owned by Seller, including, without limitation, all furniture, fixtures (to the extent not subject to the lease applicable to such fixtures) and furnishings, machinery and equipment of any nature;

(b) all inventory on hand as of 5:00 p.m. local time with respect to each Owned Store on the Closing Date;

(c) all exterior and interior signage, display and marketing materials;

(d) the Assumed Contracts and Leases, to the extent assigned to Buyer in accordance with the procedures set forth in this Purchase Agreement;

(e) all permits, licenses (other than licenses of Intellectual Property governed by clause (f) below) and authorizations required, necessary or desirable in the operation of Seller and its locations and assignable as a matter of applicable law ("**Licenses**"), to the extent assigned to Buyer in accordance with the procedures set forth in this Purchase Agreement;

(f) all of the Seller's domestic rights and interests in and to any computer software; URL's, websites, telephone numbers, trade names, trademarks, copyrights, and other intellectual property owned, licensed, or sub-licensed by the Seller ("**Intellectual Property**") excluding Intellectual Property licensed to Seller pursuant to Contracts listed on Schedule 1.4(a) that are not Assumed Contracts;

(g) all of the Seller's customer records, including Seller's e-mail lists; and

(h) all goodwill of the Seller and all rights of the Seller as a franchisor that may be assigned to the Buyer.

1.3 Excluded Assets. Buyer shall purchase and acquire only the Purchased Assets, and no other assets, properties, rights, contracts or leases of Seller. Without limiting the foregoing, the assets listed and/or described on the attached Schedule 1.3, or which are indicated in Section 1.3 as excluded, are not to be purchased or sold under this Purchase Agreement. All such other assets, properties, rights, contracts or leases of Seller which are not to be purchased or sold hereunder are hereinafter referred to as the “**Excluded Assets**.”

1.4 Assumption of Certain Contracts and Leases and Designation Rights.

(a) Schedule 1.4(a) sets forth a list, as of the date hereof, of all executory Contracts and unexpired Leases to which any Seller is a party.

(b) From and after the date hereof until July 25, 2019, Buyer may, in its sole discretion, (i) designate a Contract, including Franchise Agreements, listed on Schedule 1.4(a) for assumption and assignment to Buyer, effective on and as of the Closing (such Contracts, the “**Assumed Contracts**”) or (ii) designate a Lease listed on Schedule 1.4(a) for assumption and assignment to Buyer, effective on and as of the Closing (such Leases, the “**Assumed Leases**,” and collectively with the Assumed Contracts, the “**Assumed Contracts and Leases**”), provided that Buyer shall designate for assumption Leases for no fewer than 62% of the Owned Stores pursuant to this Section 1.4(b) and 62% of the Franchise Agreements and corresponding leases and corresponding subleases, if any, for the Franchised Stores. The Assumed Contracts and Assumed Leases as of the date hereof are set forth on Schedule 1.4(b) hereto, which will be supplemented as additional Leases and Contracts are (y) designated by Buyer for assumption and assignment prior to the Sale Hearing as set forth in this Section 1.4(b), and (z) assumed and assigned as set forth in Section 1.4(c). Buyer may also remove any Assumed Contract or Assumed Lease from Schedule 1.4(b) up to and including July 25, 2019.

(c) Seller shall operate in the ordinary course of business all Owned Stores, and shall conduct business in the ordinary course with all Franchised Stores, until such time as the Contracts and Leases related to such stores are assumed and assigned to Buyer, or Buyer has provided written notice to Seller of its intention not to seek assignment or assumption pursuant to this Section 1.4.

(d) Seller shall take all actions reasonably required to assume and assign the Assumed Contracts and Leases to Buyer, including providing timely and proper written notice to all parties to Contracts and Leases listed on Schedule 1.4(a) of the procedures in this Purchase Agreement for the assumption and assignment of Contracts and Leases to Buyer, taking all actions reasonably necessary to facilitate any negotiations with the counterparties to such Contracts or Leases and, to obtain an order of the Bankruptcy Court containing a finding that the proposed assumption and assignment of the Contracts or Leases to Buyer satisfies all applicable requirements of

section 365 of the Bankruptcy Code.

(e) Buyer shall take all actions reasonably required for Seller to assume and assign the Assumed Contracts and Leases to Buyer, including taking all actions reasonably necessary to facilitate any negotiations with the counterparties to such Contracts or Leases and, if necessary, to obtain an order of the Bankruptcy Court containing a finding that the proposed assumption and assignment of the Contracts or Leases to Buyer satisfies all applicable requirements of section 365 of the Bankruptcy Code.

(f) Cure Costs (if any) shall be paid by the Seller at Closing from the Sale Proceeds, or reserved by Seller, if disputed (until fully resolved), in connection with such assumption and assignment.

(g) (i) After the date Buyer executes this Purchase Agreement and through July 25, 2019, Seller shall not terminate, amend, supplement, modify, waive any rights under, or create any adverse interest with respect to any Contract or Lease, or take any affirmative action not required thereby, without the prior written consent of Buyer (not to be unreasonably withheld or delayed) unless Buyer has provided written notice to Seller of its intention not to seek assignment or assumption of such Contract or Lease pursuant to this Section 1.4.

(ii) After July 25, 2019 and through August 19, 2019, Seller shall not terminate, amend, supplement, modify, waive any rights under, or create any adverse interest with respect to any Assumed Contract or Assumed Lease, or take any affirmative action not required thereby, without the prior written consent of Buyer (not to be unreasonably withheld or delayed).

1.5 Conveyance of Purchased Assets. The sale, transfer, conveyance, assignment and delivery of the Purchased Assets provided for in this Article I shall be made by good and sufficient instruments of conveyance, in form reasonably satisfactory to Buyer, to vest in Buyer all of Seller's right, title and interest in and to the Purchased Assets as of the Closing Date, free and clear of all Liens other than the Permitted Liens.

ARTICLE II PURCHASE PRICE

2.1 Purchase Price. The purchase price ("**Purchase Price**") for the Purchased Assets shall be the sum of FOUR MILLION AND NO DOLLARS (\$4,000,000.00) (the "**Sale Proceeds**") payable in accordance with Sections 2.2 and 2.3 below plus the Assumed Liabilities.

2.2 Deposit. By July 11, 2019, Buyer shall deliver to Seller an amount in cash in immediately available funds equal to \$80,000.00 (the "**Good Faith Deposit**") to a separate, non-interest-bearing deposit account designated by Seller to be held in trust for the benefit of the parties hereto by Seller in accordance with the terms hereof and subject to the terms of the Bidding Procedures. The Good Faith Deposit shall be applied to the Purchase Price at Closing.

If the Closing fails to occur because Seller terminates this Purchase Agreement pursuant to Section 13.1(c)(i) or Section 13.1(c)(iii) of this Purchase Agreement, then Seller is hereby authorized and entitled to retain the Good Faith Deposit as its sole and exclusive damages resulting from such failure. If the Closing fails to occur because the Buyer has terminated this Purchase Agreement pursuant to Section 13.1(b) or 13.1(d), the Good Faith Deposit shall be refunded to Buyer within two (2) Business Days following the earlier to occur of (i) the failure of Closing to occur, and (ii) termination of this Purchase Agreement by Buyer as set forth in Section 13.1(b) or 13.1(d).

2.3 Payment of Purchase Price. On the Closing Date, Buyer shall (i) wire transfer immediately available funds in the amount of \$3,920,000 to the Seller, consisting of the Sale Proceeds minus the Good Faith Deposit.

2.4 Allocation of Purchase Price. The Buyer and Seller agree to allocate, for tax purposes only, the Purchase Price as follows:

a. The Purchase Price shall be allocated to classes of assets of Seller constituting the Purchased Assets as mutually agreed by Buyer and Seller consistent with IRS Form 8594 and the instructions and regulations with respect thereto. All tax returns and reports filed by Buyer and Seller with respect to the transactions contemplated by this Purchase Agreement shall be consistent with such allocation.

b. Any taxes associated with the Purchased Assets shall be prorated at Closing as of the Closing Date as follows: Seller shall bear the proportion of such taxes equal to a fraction, the numerator of which is equal to the number of days that shall have elapsed from the beginning of the applicable tax period through the Closing Date, and the denominator of which is the number of days in the entire applicable tax period, and Buyer shall be responsible for the remainder. Unless otherwise provided to the contrary in this Purchase Agreement, Buyer shall be solely responsible for taxes relating to the Purchased Assets applicable to or arising from the period after the Closing Date, and Seller shall be solely responsible for taxes relating to the Purchased Assets applicable to or arising on or prior to the Closing Date.

c. Any rents associated with the Assumed Leases shall be prorated at Closing as of the Closing Date as follows: Seller shall bear the proportion of such rent equal to a fraction, the numerator of which is equal to the number of days that shall have elapsed from the beginning of the applicable month through the Closing Date, and the denominator of which is the number of days in the month, and Buyer shall be responsible for the remainder. Unless otherwise provided to the contrary in this Purchase Agreement, Buyer shall be solely responsible for rent relating to the Assumed Leases applicable to or arising from the period after the Closing Date, and Seller shall be solely responsible for rent relating to the Assumed Leases applicable to or arising on or prior to the Closing Date.

ARTICLE III ASSUMPTION OF CERTAIN LIABILITIES

3.1 Assumption of Certain Liabilities. Effective as of the Closing, Buyer shall assume and hereby agrees to perform and discharge all of Seller's executory obligations arising after the Closing under the Assumed Contracts and Leases (and only such obligations) and such other Liabilities as set forth on Schedule 3.1 ("**Assumed Liabilities**"). Buyer agrees to pay, perform, honor, and discharge, or cause to be paid, performed, honored and discharged, all Assumed Liabilities in a timely manner in accordance with the terms thereof. For the avoidance of doubt, all Cure Costs shall be paid by Seller from the Sale Proceeds.

3.2 No Assumption of Other Liabilities. Except for the Assumed Liabilities, Buyer does not assume and shall not in any manner become responsible or liable for, and Seller shall retain and be responsible and liable for, all other debts, obligations or Liabilities of Seller, of any nature whatsoever, whether known or unknown, fixed, contingent or otherwise, including, without limitation, any debts, obligations, or other liabilities directly or indirectly arising out of, or resulting from Seller's ownership or use of the Purchased Assets or operation of Seller prior to the Closing. Without limiting the foregoing, except as expressly provided by Section 3.1 above, neither the Buyer or its Affiliates will be deemed to have assumed or be liable for; (i) any capitalized leases not included in the Acquired Contracts, long-term debt, current liabilities, or any other liabilities of the Seller whether or not reflected on the balance sheets of the Seller or its bankruptcy schedules; (ii) any intercompany liabilities or amounts due to Seller's Affiliates; (iii) any liabilities of the Seller or any of its Affiliates or any employee retirement, deferred compensation, health, welfare or other benefit plan or program to or with respect to any former or current employees; (iv) any liabilities of Seller or its Affiliates accruing or arising on or before the Closing, unless expressly set forth in Section 3.1 above; and (v) any liability or obligation of the Seller to any broker, finder or similar party.

3.3 Assignment of Contracts and Leases. Notwithstanding anything in this Purchase Agreement to the contrary, in the event and to the extent that any of the Assumed Contracts and Leases cannot be assumed and assigned to Buyer under sections 363 and 365 of the Bankruptcy Code, then this Purchase Agreement shall not constitute an agreement to assign any such particular Assumed Contract or Lease or any claim or right or any benefit arising thereunder or resulting therefrom if the agreement to assign or attempt to assign, without the consent of a third party, would constitute a breach thereof, accelerate any obligations thereunder, permit the termination thereof or in any other way adversely affect the rights of Buyer or Seller thereunder. Until such consent is obtained, or if an attempted assignment thereof would be ineffective or would affect the rights of Seller thereunder so that Buyer would not, in fact, receive all such rights, Buyer and Seller will cooperate with each other in any arrangement reasonably requested by Buyer and designed to provide for Buyer the benefits of, and to permit Buyer to assume, insofar as expressly set forth herein, the stated liabilities under such particular Assumed Contract and Lease, including enforcement at the request and expense and for the benefit of Buyer of any and all rights of Seller against a third party thereof arising out of the breach or cancellation thereof by such third party or otherwise. Any transfer or assignment to Buyer by Seller of any property or property rights or any contract or agreement which shall, notwithstanding the

provisions of sections 363 and 365 of the Bankruptcy Code, require the consent or approval of any third party shall be made subject to such consent or approval being obtained.

ARTICLE IV ADDITIONAL COVENANTS OF PARTIES

4.1 Bankruptcy Actions.

(a) Auction. The Auction shall be conducted in accordance with the Bidding Procedures. To the extent that Purchaser is declared the Back-Up Bidder at the Auction, Buyer agrees to serve as Back-Up Bidder until the earlier of (a) the Closing of an Alternative Transaction; or (b) August 19, 2019.

(b) Sale Order. In addition to the conditions set forth herein, the obligation of Buyer to purchase and pay for the Purchased Assets at Closing shall be subject to and conditioned upon the timely entry of an order by the Bankruptcy Court in form and content satisfactory to Buyer in its reasonable discretion (the "**Sale Order**").

(c) Approval of Assumption and Assignment of Contracts and Leases. In addition to the conditions set forth herein, the obligation of Buyer to purchase and pay for the Purchased Assets at Closing shall be subject to and conditioned upon the timely entry of an order by the Bankruptcy Court in form and content satisfactory to Buyer, in its reasonable discretion, approving the assumption and assignment to Buyer as of Closing of the Contracts and Leases listed on Schedule 1.4(b).

4.2 Operation in the Ordinary Course. Buyer's obligations hereunder shall also be subject to and conditioned on Seller continuing to operate the business in the ordinary course through the Closing, subject to the limitations placed on Seller as a result of the Bankruptcy Case. Without limiting the foregoing and without obtaining the prior consent of Buyer Seller shall not take any actions described in the following clauses, Seller

- a. shall not take or agree to commit to take any action that would make any representation or warranty of Seller inaccurate in any material respect at, or as of any time prior to, the Closing Date;
- b. shall keep in full force and effect and pay all premiums and other amounts due under all insurance policies of the Seller;
- c. shall not sell or dispose of any Purchased Assets other than sales of inventory in the ordinary course of business;
- d. shall not make any material modification to or terminate any Assumed Contract or Assumed Lease; and

- c. shall provide notifications to any governmental agencies (including taxing authorities) that may be required to have notification of the transaction contemplated in this Agreement.

4.3 Access. From the date of this Purchase Agreement through the earlier of (i) the termination of this Purchase Agreement pursuant to Article XIII hereof and (ii) the day before the Auction Date (or Closing if Buyer is the Successful Bidder), Seller agrees to:

- (a) provide Buyer and its representatives, attorneys, consultants and advisors with reasonable access upon reasonable notice during normal business hours to the Purchased Assets, to senior management, operations, store employees, suppliers, lessors and others having dealings with the Seller and to financial information, books, business records and other information relating to the Purchased Assets, the Assumed Liabilities and the Seller;

- (b) provide all necessary authorizations or consents reasonably required by Buyer to perform its governmental inquiries with respect to the Purchased Assets, the Assumed Liabilities and the Company.

4.4 Notice of Certain Events. Seller shall timely notify Buyer of, and furnish to Buyer, any information it may reasonably request with respect to the occurrence of any event or condition or the existence of any fact that would reasonably be expected to cause any of the conditions to Seller's or Buyer's obligations to consummate the transactions contemplated by this Agreement not to be fulfilled.

ARTICLE V CLOSING

5.1 **The Closing**. The consummation of the transactions contemplated in this Purchase Agreement (the "**Closing**") shall take place on a date not later than 10 days after that date on which all of the conditions set forth in Article X and Article XI and any other conditions set forth in this Purchase Agreement are met and the Bankruptcy Court has entered the Sale Order (the "**Closing Date**"), but in any event no later than August 19, 2019 ("**Drop Dead Date**"), in the offices of Seller's counsel in Chicago, Illinois or on such other date and at such other location as is mutually agreed by the Parties. The Parties agree that the Closing shall be deemed effective as of 12:00 a.m. (prevailing Central Standard Time) on the Closing Date. In the event the Closing Date does not occur prior to the Drop Dead Date, either Party may terminate this Purchase Agreement, in which event this Purchase Agreement shall be void and of no further force or effect (except for any liability of a Party then in breach and for Seller's obligation, if any, under Article XI).

ARTICLE VI REPRESENTATIONS AND WARRANTIES OF SELLER

Seller represents and warrants to Buyer as follows, which representations and warranties shall be true and correct as of the date hereof and true and correct as of the Closing:

6.1 Organization and Standing of Seller. Each Seller is a corporation duly organized and validly existing and in good standing under the laws of the state in which it was incorporated, with full corporate power and authority to own its assets and to conduct its business subject to the limitations imposed on Seller as a result of the Bankruptcy Case.

6.2 Authorization. Upon entry of the Sale Order, this Purchase Agreement will have been duly executed and delivered by Seller and shall constitute the legal, valid and binding obligations of Seller enforceable in accordance with its terms, except as such enforceability may be limited by any bankruptcy, insolvency, reorganization, moratorium or other similar laws now or hereafter in effect relating to creditors' rights and except as may be limited by principles of equity. Following the entry of the Sale Order, Seller will have full power and authority, corporate or otherwise, to enter into and deliver this Purchase Agreement and to execute and deliver all the agreements and documents provided in this Purchase Agreement and perform the transactions contemplated herein.

6.3 Non-contravention. At Closing subject to entry of a Sale Order, to Seller's knowledge, no consent, approval or authorization of, or declaration, filing or registration with any federal, state or other governmental or regulatory authority or other person or entity is required to be made or obtained by Seller in connection with the execution, delivery and performance of this Purchase Agreement and the consummation of the transactions contemplated hereby. To Seller's knowledge, the execution and delivery of this Purchase Agreement, the consummation of the transactions contemplated by this Purchase Agreement, and the fulfillment of and compliance with the terms and provisions hereof by the Seller do not conflict with or violate any judicial or administrative order, award, judgment or decree applicable to Seller.

6.4 Purchased Assets. At the Closing, Seller shall transfer to Buyer good and valid title to, or, in the case of property leased or licensed by Seller, a valid and subsisting leasehold interest in or a legal, valid and enforceable licensed interest in or right to use, all of the Purchased Assets, except the Excluded Assets, free and clear of all Liens except the Permitted Liens. At the Closing, Seller shall have the right to freely assign all of its rights and interests in the Purchased Assets (including, without limitation, the Assumed Contracts and Leases) to Buyer free and clear of all Liens except for the Permitted Liens and the rights of the owners of the personal and real property leased by Seller pursuant to the Assumed Contracts and Leases from and after the Closing Date. To the best of Seller's knowledge, except for the Excluded Assets, the Purchased Assets include all of the assets, whether tangible or intangible, that Seller owns, and/or has been using, holding or operating in the domestic business of Seller to conduct (including utilization of assets) such business as currently conducted by the Seller. Sellers have not granted to any third party any license or other right to use any of the Purchased Assets.

6.5 Contracts and Leases. All Contracts and Leases on Schedule 1.4(a) and Schedule 1.4(b) are in full force and effect and are valid and binding obligations of Seller and, to Seller's knowledge, the other parties thereto, enforceable in accordance with its terms and conditions, in each case except as such enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium, or similar laws now or hereafter in effect relating to creditors' rights generally or general principles of equity. Upon entry of the Sale Order and payment of the Cure

Costs, the Assumed Contracts and Leases shall be assigned by Seller to Buyer pursuant to the process set forth in Section 1.4 of this Purchase Agreement. To the best of Seller's knowledge, Schedule 1.4(a) sets forth a complete list, as of the date hereof, of all material Contracts and Leases to which any Seller is a party or by which it is bound and that are used in or related to the domestic business of the Seller or the Purchased Assets.

6.6 Intellectual Property. Seller owns all right, title and interest in and to all conveyed Intellectual Property, free and clear of all encumbrances other than the Intellectual Property licensed to Seller pursuant to Contracts, which Intellectual Property is subject to the Assumed Contracts. All of the trademark applications, if any, within the conveyed Intellectual Property have been duly filed in the jurisdiction named in each such application, are being actively prosecuted and have not been abandoned or allowed to lapse. The domain name has been validly registered with an authorized domain name registrar and the registration therefor is current through the Closing Date. There is no action that is pending or, to the knowledge of Seller, threatened that challenges the rights of Seller in respect of any conveyed Intellectual Property or the validity, enforceability or effectiveness thereof. Seller has not received any written communication alleging that the business has infringed the Intellectual Property rights of any third party and there are no actions that are pending or, to the knowledge of Seller, threatened against Seller with respect thereto. There is no unauthorized use, infringement or misappropriation of the conveyed Intellectual Property by any third party and there is no action that is pending or threatened by Seller with respect thereto. Notwithstanding anything to the contrary, this representation shall not limit or restrict the transfer to Buyer pursuant to this Purchase Agreement of all right, title and interest in and to the conveyed Intellectual Property owned by Seller.

6.7 Brokers. Except with respect to Ravinia Capital, LLC, Seller has no obligation or liability to pay any fees or commissions to any broker, finder, or agent with regard to the transactions contemplated by this Purchase Agreement.

6.8 Compliance with Laws. Seller is in compliance with all applicable laws, regulations, orders or other legal requirements to which Seller is subject. Seller has not received written notice of any violation of any law, regulation, order or other legal requirement and, to the best of Seller's knowledge, Seller is not in default with respect to any order, writ, judgment, award, injunction or decree of any governmental agency.

6.9 Legal Proceedings. Other than the Bankruptcy Case and as set forth in Schedule 6.9, there is no action, litigation, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, public board or body, pending or, to the best of Seller's knowledge, threatened against or affecting Seller or the Purchased Assets, nor is there any basis therefor, wherein an unfavorable decision, ruling or finding would adversely affect the validity or enforceability of this Agreement or the consummation of the transactions contemplated hereby.

6.10 Insurance. Schedule 6.10 sets forth a correct and complete list of all current insurance policies covering Seller, complete and correct copies of which have been provided to the Buyer. All premiums required to be paid under each insurance policy required to be set forth on Schedule 6.10 have been paid when due, and all such policies are in full force and effect.

6.11 Financial Statements; No Undisclosed Liabilities. Seller has disclosed to Buyer via Data Room (a) for fiscal year 2018, consolidated statements of unaudited, consolidated balance sheets, statements of income, and analyses by Seller's advisors of changes in stockholders' equity and cash flows, and (b) first quarter 2019 unaudited, consolidated summary of financials prepared by the Seller's advisors. Such financial statements, to the best of Sellers' knowledge, fairly present the results of operations of Seller as at the respective dates of and for the periods referred to in such financial statements, all in accordance with sound accounting principles applied on a consistent basis.

6.12 No Other Representations and Warranties. Except for the representations and warranties contained in this Article VI, neither Seller nor any other person has made or makes any other express or implied representation or warranty, either written or oral, on behalf of Seller, including any representation or warranty as to the accuracy or completeness of any information regarding Seller and the Purchased Assets furnished or made available to Buyer and its representatives (including management presentations or in any other form in expectation of the transactions contemplated hereby) or as to the future revenue, profitability or success of Seller, or any representation or warranty arising from statute or otherwise in law.

ARTICLE VII REPRESENTATIONS AND WARRANTIES OF BUYER

Buyer represents and warrants to Seller as follows; which representations and warranties shall be true and correct as of the date hereof and true and correct as of the Closing:

7.1 Organization and Standing of Buyer: Buyer is a duly organized and validly existing limited liability company in good standing under the laws of the state of its formation. Buyer has full power and authority to own the Purchased Assets following the Closing. Buyer is not required to be qualified as a foreign corporation under the laws of any other jurisdiction where the failure to so qualify would have a material adverse effect upon Buyer.

7.2 Authorizations. This Purchase Agreement has been duly executed and delivered by Buyer and constitutes the legal, valid and binding obligations of Buyer enforceable in accordance with its terms. Buyer has full power and authority to enter into and deliver this Purchase Agreement and to execute and deliver all contemplated agreements and documents provided in this Purchase Agreement and perform the transactions contemplated therein. Buyer is not required to obtain the consent, approval or waiver of any person not a party to this Purchase Agreement to consummate the transactions contemplated hereby.

7.3 Non-contravention. At Closing, no consent, approval or authorization of, or declaration, filing or registration with any federal, state or other governmental or regulatory authority or other person or entity is required to be made or obtained by Buyer in connection with the execution, delivery and performance of this Purchase Agreement and the consummation of the transactions contemplated hereby. The execution and delivery of this Purchase Agreement, the consummation of the transactions contemplated by this Purchase Agreement, and the fulfillment of and compliance with the terms and provisions hereof by Buyer do not: (i) conflict

with or violate any judicial or administrative order, award, judgment or decree applicable to Buyer, (ii) conflict with any of the terms, conditions or provisions of the charter documents or By-Laws of Buyer, or (iii) at the Closing conflict with any instrument, mortgage, agreement or contract to which Buyer is a party, or by it is bound.

7.4 Availability of Funds. Subject to satisfaction of Buyer's Conditions in Article X below, Buyer will have at Closing sufficient cash in immediately available funds, available lines of credit, or other sources of funds to satisfy all of its obligations hereunder so as to permit Buyer to consummate the transactions contemplated by this Purchase Agreement and the Transaction Documents.

7.5 Assumed Contracts. Buyer is and will be capable of satisfying the conditions contained in section 365(f)(2)(B) of the Bankruptcy Code with respect to the Assumed Contracts and Leases and shall, consistent with Section 3.3, cooperate with Seller to provide proof of such capability as is necessary to satisfy counterparties to such Assumed Contracts and Leases or to satisfy the Bankruptcy Court.

7.6 Brokers. Buyer has carried on all negotiations relating to this Purchase Agreement and the transactions contemplated in this Purchase Agreement directly and without the intervention on its behalf of any other party in such manner as to give rise to any valid claim for a brokerage commission, finder's fee or other like payment.

ARTICLE VIII COVENANTS

8.1 Further Actions. Upon the terms and subject to the conditions hereof, each of the Parties agree to use commercially reasonable efforts to take or cause to be taken all actions and to do or cause to be done all things necessary, proper and advisable to consummate the transactions contemplated by this Purchase Agreement, the related agreements and other documents necessary to close this transaction, and shall use commercially reasonable efforts to obtain all necessary waivers, consents and approvals and to effect all necessary registrations and filings.

8.2 Press Releases. Except in connection with the Sale Order or as otherwise required by the Bankruptcy Court, permitted by this Purchase Agreement or required by applicable law, or in connection with the performance of a Party's obligations and/or the exercise or enforcement of a Party's rights under this Purchase Agreement, prior to Closing, no general public announcement or release as to any of the matters set forth herein may be made by Seller or Buyer to any third party, including the press or other media, without consulting with each other and obtaining the prior written consent of each other as to the identity of such third party and the timing and content of any such announcement or release.

8.3 Personal Property Taxes. Seller shall retain all liability for all personal property taxes and assessments relating to the Purchased Assets and either accruing or payable prior to the Closing Date (whether such taxes are paid in arrears or in advance), and Seller shall

take all necessary actions to release all liens for all such personal property taxes and assessments from the Purchased Assets.

8.4 Employees. Buyer shall have the right, but shall have no obligation, to offer employment post-Closing to employees of Seller, on substantially the same terms as such employees are employed by Seller. Any meeting between any such Person and Buyer pursuant to this subsection shall occur after the Auction and at a time and place that does not conflict with such Person's employment obligations to Seller.

8.5 Employee Benefits. Buyer will not assume or have any liability, responsibility or obligation under (a) any employee benefit plans of any kind or nature whatsoever sponsored, maintained, contributed to, or under which Seller is liable, including, but not limited to any "employee welfare benefit plan" (as defined in Section 3(1) of the Employee Retirement Income Security Act of 1974, as amended ("**ERISA**"), any "employee pension benefit plan" (as defined in Section 3(2) of ERISA and not exempted under Section 4(b) or 201 of ERISA), including any "**multi-employer pension plan**" (as defined in Section 3(37) of ERISA), or any other bonus, incentive, deferred compensation, severance, change in control, stock purchase, stock option, stock appreciation right, restricted stock, group insurance, indemnification, or severance pay plan, policy, agreement or arrangement (each a "**Benefit Plan**" and collectively the "**Benefits Plans**" or (b) Non-ERISA commitments of Seller. Seller will be liable for all obligations to, for or on behalf of all employees under any Benefit Plans or Non-ERISA commitments, including, without limitation, if applicable, the cost of accrued and unpaid wages, unpaid bonuses, stock options, severance pay, accrued personal days, unpaid holidays, and sick leave, the cost of funding retirement benefits and pensions, withdrawal liabilities, the cost of payroll taxes, including FICA, Federal Unemployment Insurance, State Unemployment Insurance and Federal and State withholding, and the cost of health insurance, dental insurance, disability insurance, life insurance and the like arising out of any employee's employment with Seller or the consummation of the transaction contemplated hereunder. Seller also will be liable for the costs of administration and compliance with the Consolidated Omnibus Budget Reconciliation Act of 1985 ("**COBRA**") for any qualifying event or as required under applicable state law or similar group health contribution coverage benefits under federal and state law with respect to the termination by Seller of any of Seller's employees.

8.6 Employee's Compensation and Withholding. Seller shall retain sole liability for all employee benefits, including, but not limited to the benefits identified in Section 8.5, vacation benefits and compensation earned and accrued (including, without limitation, applicable tax and benefit withholdings) but unpaid as of the Closing.

8.7 Preservation of Books and Records. Seller shall have the right to retain copies of all books and records relating to periods ending on or before the Closing Date. Buyer agrees that it shall preserve and keep all original books and records of Seller in the possession or control of Buyer for a period of three (3) years from the Closing Date. After such three (3) year period, before Buyer shall dispose of any of such books and records, Buyer shall use its commercially reasonable efforts to give at least thirty (30) days' prior written notice to Seller of its such intention to dispose such books and records, and Seller, shall be given an opportunity, at its cost and expense, to remove and retain all or any part of such books and records as it may elect.

ARTICLE IX CLOSING DELIVERIES

At Closing:

9.1 Seller and Buyer shall execute and deliver the conveyance and other documents described in this Purchase Agreement ("**Transaction Documents**").

9.2 Buyer shall pay the Purchase Price as set forth in Article II of this Purchase Agreement adjusted for real and personal property tax prorations and other customary closing adjustments.

9.3 Buyer and Seller shall execute an assignment and assumption agreement in a form mutually agreed upon by Buyer and Seller (the "**Assignment and Assumption Agreement**") and duly executed by Seller, effecting the assignment to and assumption by Buyer of the Purchased Assets (including any Intellectual Property and other intangible assets but excluding any Intellectual Property and other intangible assets subject to a Contract that is not an Assumed Contract) and the Assumed Liabilities.

9.4 Buyer and Seller shall execute, with respect to each Lease, an Assignment and Assumption of Lease substantially in a form mutually agreed upon by Buyer and Seller (each, an "**Assignment and Assumption of Lease**").

9.5 Buyer and Seller shall execute, with respect to each Contract, an Assignment and Assumption of Contract substantially in a form mutually agreed upon by Buyer and Seller (each, an "**Assignment and Assumption of Contract**").

9.6 Seller and Buyer shall execute and deliver any and all other documents, agreements, instruments and other writings and have taken all actions necessary to carry out the transactions contemplated in this Purchase Agreement or as otherwise may be reasonably requested in furtherance of the transactions contemplated in this Purchase Agreement, including (without limitation), as to Buyer, all actions set forth and required by Article X hereof, and as to Seller, all actions set forth in and required by Article XI hereof.

ARTICLE X BUYER'S CONDITIONS

Except as provided in this Article X, the obligation of Buyer to purchase and pay for the Purchased Assets at Closing shall be subject to the satisfaction, prior to or concurrently with the Closing Date, of each of the following express conditions precedent, unless waived by Buyer:

10.1 Bankruptcy Approval. Entry of the Sale Order in form and substance acceptable to the Buyer in its reasonable discretion;

10.2 Compliance with Laws. Compliance with all applicable federal and state laws by Buyer and Seller as necessary to complete the transactions contemplated under this Purchase Agreement;

10.3 Other Necessary Actions. As reasonably requested by Buyer, the Seller taking such further action as necessary to cause Buyer to hold all rights, title and interest in and to the Purchased Assets;

10.4 Sale Order. The Sale Order shall have been entered by the Bankruptcy Court and shall be a Final Order (unless waived by Buyer in its sole discretion);

10.5 Accuracy of Representations and Warranties. The representations and warranties of Seller shall be true and correct in all material respects on the Closing Date, and Seller shall have complied in all material respects with all of its covenants set forth in this Purchase Agreement;

10.6 Closing Documents Delivered. Seller shall have executed and delivered the documents, certificates, instruments and agreements and done the acts required of Seller in connection with the Closing, as described in this Purchase Agreement.

10.7 Secretary's Certificate. Buyer shall have received a certificate of the Secretary (or equivalent officer) of Seller certifying (i) that attached thereto are true and complete copies of all resolutions adopted by the board of directors of Seller authorizing the execution, delivery, and performance of this Purchase Agreement and the other Transaction Documents and the consummation of the transactions contemplated hereby and thereby, and that all such resolutions are in full force and effect and are all the resolutions adopted in connection with the transactions contemplated hereby and thereby and (ii) names and signatures of the officers of Seller authorized to sign this Purchase Agreement, the Transaction Documents and the other documents to be delivered hereunder and thereunder.

10.8 FIRPTA Certificate. Buyer shall have received a certificate pursuant to Treasury Regulations Section 1.1445-2(b) (the "**FIRPTA Certificate**") that Seller is not a foreign person within the meaning of Section 1445 of the Internal Revenue Code duly executed by Seller.

10.9 No Prohibition. No order, statute, rule, regulation, executive order, injunction, stay, decree or restraining order, shall have been enacted, entered, promulgated, or enforced by any U.S. Governmental Authority that prohibits the consummation of the transactions contemplated hereby. For purposes of this Purchase Agreement, "**U.S. Governmental Authority**" shall mean (a) any governmental or administrative agency of the United States and (b) any federal court.

10.10 No Dissolution; No Material Adverse Effect. Seller shall not have dissolved or terminated its existence or entered into any merger or amalgamation. No Material Adverse Effect with respect to Seller shall have occurred between the date of this Purchase Agreement and on or prior to the Closing Date. For purposes of this Purchase Agreement, "Material Adverse Effect" shall mean and be limited to a material adverse change in the physical condition of the

Purchased Assets taken as a whole and in the aggregate, normal wear and tear excepted, which occurs after the date of this Purchase Agreement and which materially interferes with the operation of Seller as presently conducted by Seller.

ARTICLE XI SELLER'S CONDITIONS

The obligation of Seller to sell and convey the Purchased Assets at the Closing shall be subject to the satisfaction, prior to or concurrently with the Closing Date, of each of the following express conditions precedent, unless waived by Seller:

11.1 Purchase Price. Buyer shall, concurrently with the Closing, pay the Purchase Price set forth in Section 2.1 of this Purchase Agreement.

11.2 Sale Order. The Sale Order shall have been entered by the Bankruptcy Court.

11.3 Accuracy of Representations and Warranties. The representations and warranties of Buyer shall be true and correct in all material respects at the Closing Date, and Buyer shall have complied in all materials respects with all of its covenants set forth in this Purchase Agreement.

11.4 Closing Documents Delivered. Buyer shall have executed and delivered the documents, certificates, instruments and agreements and done the acts required of Buyer in connection with the Closing, as described in this Purchase Agreement.

11.5 Managing Member. Seller shall have received a certificate of the managing member of Buyer certifying (i) that attached thereto are true and complete copies of all resolutions adopted by the board of managers of Buyer authorizing the execution, delivery and performance of this Purchase Agreement and the other Transaction Documents and the consummation of the transactions contemplated hereby and thereby, and that all such resolutions are in full force and effect and are all the resolutions adopted in connection with the transactions contemplated hereby and thereby; and (ii) the names and signatures of the members or officers of Buyer authorized to sign this Purchase Agreement, the Transaction Documents and the other documents to be delivered hereunder and thereunder.

11.6 No Prohibition. No order, statute, rule, regulation, executive order, injunction, stay, decree or restraining order shall have been enacted, entered, promulgated or enforced by any court of competent jurisdiction or governmental or regulatory authority or instrumentality that prohibits the consummation of the transactions contemplated hereby.

ARTICLE XII OTHER AGREEMENTS

12.1 No Other Representations or Warranties.

a. Buyer agrees that, except for the representations and warranties contained in Article VI, neither Seller nor any Person on behalf of Seller makes any express or implied representation or warranty with respect to Seller or any of the Purchased Assets (including any representations and warranties as to the condition of any of the Purchased Assets or their fitness for a particular purpose) or with respect to any information provided by or on behalf of Seller to Buyer.

b. Buyer agrees that (i) Buyer is purchasing the Purchased Assets on an "AS IS," "WHERE IS" and "WITH ALL FAULTS" basis based solely on Buyer's own investigation of the Purchased Assets and the representations and warranties set forth in Article VI and (ii) neither Seller nor any broker or other representative of Seller has made any warranties or representations, express, implied, or statutory, written or oral, respecting the Purchased Assets, any part of the Purchased Assets, the financial performance of the Purchased Assets, or the physical condition of any of the Purchased Assets other than the representations and warranties set forth in Article VI. Buyer further acknowledges that the consideration for the Purchased Assets specified in this Purchase Agreement has been agreed upon by Seller and Buyer after good faith arms-length negotiation in light of Buyer's agreement to purchase the Purchased Assets "AS IS," "WHERE IS" and "WITH ALL FAULTS". EXCEPT AS SET FORTH IN THIS AGREEMENT, SELLER MAKES NO EXPRESS WARRANTY, NO WARRANTY OF MERCHANTABILITY, NO WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND NO IMPLIED OR STATUTORY WARRANTY WHATSOEVER WITH RESPECT TO ANY REAL OR PERSONAL PROPERTY OR ANY FIXTURES OR THE PURCHASED ASSETS.

12.2 Section 363 Sale. The Parties acknowledge that the Bankruptcy Court has exclusive jurisdiction over the Sale of the Purchased Assets to the exclusion of any state laws to the contrary.

12.3 Further Assurances. Following the Closing, each of Parties shall, and shall cause their respective affiliates to, execute and deliver such additional documents, instruments, conveyances and assurances and take such further actions as may be reasonably required to carry out the provisions hereof and give effect to the transactions contemplated by this Purchase Agreement and the other Transaction Documents.

ARTICLE XIII TERMINATION

13.1 Termination. This Purchase Agreement may be terminated at any time prior to the Closing:

- a. by the mutual written consent of Seller and Buyer;

b. by Buyer if:

i. Buyer is not then in material breach of any provision of this Purchase Agreement and there has been a material breach, inaccuracy in or failure to perform any representation, warranty, covenant or agreement made by Seller pursuant to this Purchase Agreement that would render any of the conditions specified in Article X incapable of being satisfied and such breach, inaccuracy or failure cannot be cured by Seller by the Drop Dead Date or is not cured within ten (10) Business Days (whichever is later), provided that that Drop Dead Date shall be extended for such ten (10) Business Day period if such date is later;

ii. if Buyer is not the successful bidder at the Auction; provided that if Buyer is the Back-Up Bidder, then Buyer shall not be permitted to terminate this Purchase Agreement pursuant to this 13.1(b)(ii) until after the earlier of (A) the closing of an Alternative Transaction or (B) the Drop Dead Date; provided, however, that Buyer shall be permitted to terminate this Purchase Agreement pursuant to this 13.1(b)(ii) only if Buyer is not in material breach of any of its representations, warranties, covenants, or agreements contained herein;

iii. if Buyer is the successful bidder at the Auction and the Closing does not occur on or before the Drop Dead Date; provided, however, that Buyer shall not be permitted to terminate this Purchase Agreement pursuant to this 13.1(b)(iii) if (I) the failure of the Closing to occur is caused by the failure of Buyer to perform or comply with any of the material covenants, agreements or conditions hereof to be performed or complied with by it prior to the Closing or (II) Buyer is in material breach of any of its representations, warranties, covenants, or agreements contained herein;

iv. there has been a material breach by Seller of any representation or warranty contained herein or in the due and timely performance of any covenant or agreement contained herein, Buyer has notified the Seller of such breach in writing, and the breach has not been cured within five (5) Business Days after delivery of such notice (or such longer notice and cure period as may be set forth in any other provision of this Purchase Agreement);

v. if the Seller has filed any pleading or entered into any agreement (other than this Purchase Agreement and motions for the entry of orders of the Bankruptcy Court consistent with the transactions contemplated hereby) relating to or otherwise regarding the sale, transfer, lease or other disposition, directly or indirectly, of all or a material portion of the Purchased Assets or regarding an Alternative Transaction (including in either instance, for the avoidance of doubt, a credit bid, deed in lieu, exercise of rights and remedies or foreclosure with respect to some or all of the Purchased Assets).

c. by Seller if:

i. Seller is not then in material breach of any provision of this Purchase Agreement and there has been a material breach, inaccuracy in or failure to perform any representation, warranty, covenant or agreement made by Buyer pursuant to this Purchase Agreement that would render any of the conditions specified in Article XI incapable of being

satisfied and such breach, inaccuracy or failure cannot be cured by Buyer by the Drop Dead Date or is not cured within ten (10) Business Days (whichever is later), provided that that Drop Dead Date shall be extended for such ten (10) Business Day period if such date is later:

ii. if Buyer is not the successful bidder at the Auction; or

iii. if the Closing shall not have occurred and an Alternative Transaction shall not have closed on or before the Drop Dead Date, provided, however, that Seller shall not be permitted to terminate this Purchase Agreement pursuant to this 13.1(c)(iii) if (I) the failure of the Closing to occur is caused by the failure of Seller to perform or comply with any of the covenants, agreements or conditions hereof to be performed or complied with by it prior to the Closing or (II) Seller is not in material breach of any of its representations, warranties, covenants, or agreements contained herein;

d. by Buyer or Seller in the event that if, in accordance with the terms and conditions of this Purchase Agreement, Seller enters into one or more agreements to sell, transfer, or otherwise dispose of any material portion of the Purchased Assets in a transaction or series of transactions (other than in the ordinary course of business) with one or more Persons, other than Buyer in an amount equal to or over the Minimum Overbid (an "**Alternative Transaction**") that actually closes.

e. Termination Fee. In consideration for Buyer serving as the stalking horse bidder, making a valuable offer for the Purchased Assets, and creating a bidding framework for higher and better offers, and this Purchase Agreement being subject to termination in the event that the Seller receives a higher or better bid consistent with the procedures set forth in the Bidding Procedures Order, and regardless of whether or not Buyer makes any competing bids, Buyer shall be entitled to a termination fee in the amount of 2.0% of the cash Purchase Price in this Purchase Agreement (the "**Termination Fee**") in the event that (i) Seller consummates a transaction other than the one contemplated by this Purchase Agreement which involves an Alternative Transaction and (ii) this Purchase Agreement shall not have been terminated pursuant to Section 13.1(a), 13.1(c)(i) or Section 13.1(c)(iii) of this Purchase Agreement. The Termination Fee shall be payable only upon the closing of an Alternative Transaction and solely from the proceeds of such Alternative Transaction. Seller acknowledges and agrees that: (A) the Termination Fee is an integral part of the transactions contemplated by this Purchase Agreement; (B) in the absence of the obligation to pay the Termination Fee, Buyer would not have entered into this Purchase Agreement; (C) the entry of Buyer into this Purchase Agreement is beneficial to the Seller and its bankruptcy estate because it will enhance the Seller's ability to maximize the value of the Purchased Assets for the benefit of its creditors in the Bankruptcy Case; and (D) the Termination Fee is reasonable in relation to Buyer's expenses incurred in, and lost opportunities resulting from the time spent, pursuing the transaction.

13.2 Effect of Termination.

a. In the event of termination of this Purchase Agreement by Buyer or Seller pursuant to this Article XIII, all rights and obligations of the Parties under this Purchase Agreement shall terminate without any liability of any Party to any other Party, except for (i) any

obligation of Seller to disburse (or cause the disbursement of) the Good Faith Deposit in accordance with Section 2.2; and (ii) other than as set forth in Section 13.2(b), no such termination shall relieve any Party from any damages, losses, or liabilities suffered or incurred by the other Party arising out of any intentional breach of any covenant in this Purchase Agreement by a Party that occurs upon or prior to the termination of this Purchase Agreement. The provisions of this Section 13.2 (and, to the extent applicable to the interpretation or enforcement of such provisions Article IV), shall expressly survive the termination of this Purchase Agreement.

b. In the event of a termination of this Purchase Agreement pursuant to the subsections of this Article XIII pursuant to which Buyer is entitled to the return of the Good Faith Deposit and payment of the Termination Fee, Buyer's sole and exclusive remedy shall be to receive the Good Faith Deposit and the Termination Fee from Seller, and in such event Seller shall not have any further liability whatsoever to Buyer hereunder. In the event of a termination of this Purchase Agreement pursuant to which Seller is entitled to retain the Good Faith Deposit, Seller's sole and exclusive remedy is to retain the Good Faith Deposit.

ARTICLE IV MISCELLANEOUS

14.1 Waiver. Any Party may (a) agree to extend the time for the performance of any of the obligations or other acts of the other Party, (b) waive any inaccuracies in the representations and warranties contained herein or in any document delivered pursuant thereto or (c) waive compliance with any of the agreements or conditions contained herein. Any agreement on the part of the Party to any such extension or waiver shall be valid only if set forth in an instrument in writing signed by the authorized representative of such Party.

14.2 Remedies Cumulative. In the event of a breach by a Party of its obligations under this Purchase Agreement, the other Party shall be entitled to all remedies provided herein, by law or in equity, including, without limitation, the right to obtain an injunction to specifically enforce this Purchase Agreement. Except as expressly limited in this Purchase Agreement, the remedies provided herein shall be cumulative and shall not preclude the assertion by any Party of any other rights or the seeking of any other remedies against the other hereto.

14.3 Notices. Any notices or other communications required or permitted hereunder or otherwise in connection herewith shall be in writing and shall be deemed to have been duly given when delivered in person or transmitted by facsimile transmission or on receipt (or refusal to accept) by the intended recipient after dispatch by express, registered or certified mail (return receipt requested), postage prepaid, or nationally recognized overnight delivery service, addressed as follows:

If to Seller:

PERFECT BROW ART, INC., ET AL.
3323 Lake Ave 15c
Wilmette, IL 60091
Attn: Elizabeth Porikos-Gorgees

with a required copy, which shall not constitute notice, to:

Schoenberg, Finkel, Newman & Rosenberg, LLC
222 S. Riverside Plaza, Suite 2100
Chicago, IL 60606
Attn: Michael Friman

and

Levenfeld Pearlstein, LLC
2 North LaSalle, Suite 1300
Chicago, IL 60602
Attn: Harold D. Israel

If to Buyer:

Brow Art 23 LLC
2nd Floor
2721 Devon Avenue
Chicago, Illinois 60659

with required copies, which shall not constitute notice, to:

Pamela J. Mills
Law Offices of Pamela J. Mills
175 Bradwell Road
Inverness, Illinois 60010
Email: pamela@pamelamillslaw.com

or such other address as the person to whom notice is to be given has furnished in writing to the other Party.

14.4 Delivery of Notices. After the Closing Date, Seller shall promptly deliver to Buyer any notices, correspondence and other documents relating to the Purchased Assets being conveyed hereunder, which are, from to time, received by Seller.

14.5 Buyer's Indemnification. Buyer shall keep, save, protect, indemnify and hold harmless Seller from and against each and all of the following: any and all liabilities and

obligations of, or claims against, Seller with respect to Buyer's ownership, sale or use of the Purchased Assets after the Closing Date.

14.6 Entire Agreement; Binding Effect. This Purchase Agreement (together with the Schedules, and the other agreements, documents and instruments executed at the Closing) sets forth the entire integrated understanding and agreement of the Parties with respect to the subject matter hereof and supersedes all prior agreements, representations, understandings and other communications, whether written or verbal, with respect to the subject matter hereof. This Purchase Agreement may not be modified, amended or terminated except in a writing signed by all of the Parties.

14.7 Assignment. No Party to this Purchase Agreement shall have the right to assign any of its rights and obligations hereunder without the prior written consent of the other Party. To the extent that any such assignment occurs in accordance with the terms hereof, this Purchase Agreement and all of its provisions shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns.

14.8 Counterparts. This Purchase Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original instrument, but all such counterparts together shall constitute the same instrument. Copies (electronic or otherwise) of signatures to this Purchase Agreement shall be deemed to be originals and may be relied on to the same extent as the originals.

14.9 Governing Law and Rules of Construction. This Purchase Agreement is being made in and shall be governed by and construed and enforced in accordance with the laws of the State of Illinois. Notwithstanding the foregoing, the Parties agree that both Parties have equally participated in the drafting of this Purchase Agreement and that if any term, condition or provision of this Purchase Agreement is deemed or construed to be ambiguous or vague, such ambiguity or vagueness shall not be construed in favor of or against any Party to this Purchase Agreement.

14.10 Severability. Should any terms, provision or clause hereof or of any other agreement or document which is required by this Purchase Agreement be held to be invalid, such invalidity shall not affect or render invalid any other provisions or clauses hereof or thereof, the consideration or mutuality of which can be given effect without such invalid provision, and all of which shall remain in full force and effect. If any provision of this Purchase Agreement is so broad as to be unenforceable, such provision shall be interpreted to be only so broad as is enforceable under applicable law.

14.11 Headings. The headings to the sections of this Purchase Agreement are inserted for convenience and reference only and are not intended to define or limit the substance of any section.

14.12 Singular and Plural. Singular terms in this Purchase Agreement may be deemed to include plural, and plural terms to include the singular, where appropriate.

14.13 Schedules. The Schedules referenced in this Purchase Agreement and attached hereto shall be deemed to be a part of this Purchase Agreement and are incorporated herein by this reference.

14.14 No Third Party Rights. This Purchase Agreement and the other agreements entered into at the Closing are solely for the benefit of the Parties. No third person shall acquire any rights or claims by reason of or under this Purchase Agreement.

14.15 Amendment. This Purchase Agreement may be amended only by a writing executed by the authorized representatives of Buyer and Seller.

14.16 Expenses. Except as otherwise expressly set forth herein, each Party shall bear its own costs and expenses in connection with the transactions contemplated in this Purchase Agreement.

SIGNATURES CONTINUE ON NEXT PAGE

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

SELLER:

PERFECT BROW ART, INC.

By: Elizabeth porikos-Gorgees
Elizabeth Porikos-Gorgees, President

PERFECT BROW FLORIDA, INC.

By: Elizabeth porikos-Gorgees
Elizabeth Porikos-Gorgees, President

PERFECT BROW PUERTO RICO, INC.

By: Elizabeth porikos-Gorgees
Elizabeth Porikos-Gorgees, President

PERFECT BROW NEW YORK, INC.

By: Elizabeth porikos-Gorgees
Elizabeth Porikos-Gorgees, President

PERFECT BROW OAKLAND, INC.

By: Elizabeth porikos-Gorgees
Elizabeth Porikos-Gorgees, President

P.B. ART FRANCHISE, INC.

By: Elizabeth porikos-Gorgees
Elizabeth Porikos-Gorgees, President

LOCKS ROCKS, INC.

By: Elizabeth porikos-Gorgees
Elizabeth Porikos-Gorgees, President

BUYER:

Brow Art 23 LLC

By: _____
Afaan A. Mohammed

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

SELLER:

PERFECT BROW ART, INC.

By: _____
Elizabeth Porikos-Gorgees, President

PERFECT BROW FLORIDA, INC.

By: _____

Elizabeth Porikos-Gorgees, President

PERFECT BROW PUERTO RICO,
INC.

By: _____

Elizabeth Porikos-Gorgees, President

PERFECT BROW NEW YORK, INC.

By: _____

Elizabeth Porikos-Gorgees, President

PERFECT BROW OAKLAND, INC.

By: _____

Elizabeth Porikos-Gorgees, President

P.B. ART FRANCHISE, INC.

By: _____

Elizabeth Porikos-Gorgees, President

BUYER:

Brow Art 23 I.L.C.

By: _____
Afaan A. Mohammed

LIST OF SCHEDULES

- 1.1 Definitions
- 1.3 Excluded Assets
- 1.4(a) Contracts and Leases
- 1.4(b) Assumed Contracts and Leases
- 3.1 Assumed Liabilities
- 6.9 Litigation

SCHEDULE 1.1

DEFINITIONS

“Assignment and Assumption Agreement” shall have the meaning set forth in Section 9.3 of the Purchase Agreement.

“Assignment and Assumption of Contract” shall have the meaning set forth in Section 9.5 of the Purchase Agreement.

“Assignment and Assumption of Lease” shall have the meaning set forth in Section 9.4 of the Purchase Agreement.

“Assumed Contracts” shall have the meaning set forth in Section 1.4(b) of the Purchase Agreement.

“Assumed Contracts and Leases” shall have the meaning set forth in Section 1.4(b) of the Purchase Agreement.

“Assumed Leases” shall have the meaning set forth in Section 1.4(b) of the Purchase Agreement.

“Assumed Liabilities” shall have the meaning set forth in Section 3.1 of the Purchase Agreement.

“Auction” shall have the meaning set forth in the Recitals.

“Auction Date” means July 19, 2019.

“Back-Up Bidder” shall have the meaning set forth in paragraph 11 of the Bidding Procedures.

“Bankruptcy Case” shall have the meaning set forth in the Recitals.

“Bankruptcy Code” shall have the meaning set forth in the Recitals.

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

“Bid Deadline” means July 18, 2019.

“Bidding Procedures” shall have the meaning set forth in the Recitals.

“Bidding Procedures Order” shall have the meaning set forth in the Recitals.

“Business Days” means any day except Saturday, Sunday, or any other day on which banks are required or authorized by law to be closed in the State of Illinois.

“Buyer” shall have the meaning set forth in the introductory paragraph.

“Closing” shall have the meaning set forth in Section 5.1 of the Purchase Agreement.

“Closing Date” shall have the meaning set forth in Section 5.1 of the Purchase Agreement.

“Claims” shall have the same meaning ascribed by Bankruptcy Code Section 101(5), including all rights, claims, causes of action, defenses, debts, demands, damages, offset rights, setoff rights, recoupment rights, obligations, and liabilities of any kind or nature under contract, at law or in equity, known or unknown, contingent or matured, liquidated or unliquidated, and all rights and remedies with respect thereto.

“Committee” means the Official Committee of Unsecured Creditors appointed in the Bankruptcy Case.

“Competing Purchase Agreement” shall have the meaning set forth in paragraph 4(a) of Schedule 4.1(a) to the Purchase Agreement.

“Contract” means any agreement, contract, license, arrangement, commitment, promise, obligation, right, instrument, document or other similar understanding, which in each case is in writing and signed by parties intending to be bound thereby (other than any Leases).

“Cure Costs” means all amounts payable in order to cure any monetary defaults required to be cured under section 365(b)(1) of the Bankruptcy Code to effectuate, pursuant to the Bankruptcy Code, the assumption of the Assumed Contracts and Leases, including those arising out of (i) the assumption by the applicable Seller and assignment to Buyer of the Assumed Leases and (ii) those Contracts and Leases assumed and assigned pursuant to Section 1.4(b).

“Cure Notice” means a notice to be sent to the counterparties of the Assumed Contracts and Leases regarding the Seller’s intent to assume and assign the Assumed Contracts and Leases.

“Data Room” means the Ansarada on-line data room for Project Lantern established by Ravinia Capital, LLC.

“Drop Dead Date” shall have the meaning set forth in Section 5.1 of the Purchase Agreement.

“Encumbrances” means, to the extent not considered a Lien, any security interest, lien, collateral assignment, right of setoff, debt, obligation, liability, pledge, levy, charge, escrow, encumbrance, option, right of first refusal, restriction (whether on transfer, disposition or otherwise), third party right, right limited to any Seller personally, other agreement term tending to limit any right or privilege of any Seller under any Contract, conditional sale Contract, title retention Contract, mortgage, lease, deed of trust, hypothecation, indenture, security agreement, easement, license, servitude, proxy, voting trust, transfer restriction under any shareholder or similar agreement, or any other agreement, arrangement, Contract, commitment, understanding

or obligation of any kind whatsoever, whether written or oral, or imposed by any Law, equity or otherwise.

"Excluded Assets" shall have the meaning set forth in Section 1.3 of the Purchase Agreement.

"Final Order" means an order or judgment of the Bankruptcy Court or other court of competent jurisdiction with respect to the relevant subject matter, which has not been reversed, stayed, modified or amended, and as to which the time to appeal or seek certiorari has expired and no appeal or petition for certiorari has been timely taken, or as to which any appeal that has been taken or any petition for certiorari that has been or may be filed has been resolved by the highest court to which the order or judgment could be appealed or from which certiorari could be sought or the new trial, reargument or rehearing shall have been denied, resulted in no modification of such order or has otherwise been dismissed with prejudice, provided, however, that no order shall fail to be a Final Order solely because of the possibility that a motion pursuant to Rule 60 of the Federal Rules of Civil Procedure or Rule 9024 of the Federal Rules of Bankruptcy Procedure may be filed with respect to such order, as long as such motion has not actually been filed.

"Franchised Stores" shall have the meaning set forth in the Recitals.

"Franchise Agreement" means any written contract or agreement (including any and all amendments thereto) (a) pursuant to which Seller or any of Seller's affiliates grants or has granted to any third party any right, license or franchise to operate or right to license, right to franchise, or right to subfranchise operation of, businesses using any of the Intellectual Property of Seller or any Seller affiliate, and (c) pursuant to which Seller or any Seller affiliate grants or has granted options, rights of first refusal, rights of first negotiation or other rights to obtain rights to operate businesses using any of the Intellectual Property of Seller or any Seller Affiliate.

"Good Faith Deposit" shall have the meaning set forth in Section 2.2 of the Purchase Agreement.

"Intellectual Property" shall have the meaning set forth in Section 1.2(f) of the Purchase Agreement.

"Lease" means all leases, subleases, licenses, concessions, options, contracts, extension letters, easements, reciprocal easements, assignments, termination agreements, subordination agreements, nondisturbance agreements, estoppel certificates and other agreements (written or oral), and any amendments or supplements to the foregoing, and recorded memoranda of any of the foregoing, pursuant to which any Seller holds any leasehold or subleasehold estates and other rights in respect of any Owned Store.

"Liability" means any liability or obligation of whatever kind or nature (whether known or unknown, whether asserted or unasserted, whether absolute or contingent, whether accrued or unaccrued, whether liquidated or unliquidated and whether due or to become due) regardless of when arising.

“Licenses” shall have the meaning set forth in Section 1.2(e) of the Purchase Agreement.

“Liens” means any lien (statutory or otherwise), claim, encumbrance, interest, liability, deed of trust, right of first offer, easement, servitude, transfer restriction under any shareholder or similar agreement, mortgage, pledge, lien, charge, security interest, option, right of first refusal, easement, security agreement or other encumbrance or restriction on the use or transfer of any property, hypothecation, license, preference, priority, covenant, right of recovery, order of any U.S. Governmental Authority, of any kind or nature.

“Minimum Overbid” shall have the meaning set forth in paragraph 8 of Schedule 4.1(a) to the Purchase Agreement.

“Owned Stores” shall have the meaning set forth in the Recitals.

“Parties” shall have the meaning set forth in the introductory paragraph.

“Permitted Liens” means with respect to leased or licensed real or personal property, the terms and conditions of the lease, license, sublease or other occupancy agreement applicable thereto which are customary.

“Petition Date” means January 22, 2019.

“Potential Bidder” shall have the meaning set forth in paragraph 4 of the Bidding Procedures.

“Potential Bidder Good Faith Deposit” shall have the meaning set forth in paragraph 4(c) of the Bidding Procedures.

“Purchase Agreement” shall have the meaning set forth in the introductory paragraph.

“Purchased Assets” shall have the meaning set forth in Section 1.2 of the Purchase Agreement.

“Purchase Price” shall have the meaning set forth in Section 2.1 of the Purchase Agreement.

“Qualified Bid” shall have the meaning set forth in paragraph 5 of the Bidding Procedures.

“Qualified Bidder” shall have the meaning set forth in paragraph 5 of the Bidding Procedures.

“Sale Hearing” shall have the meaning set forth in the Recitals.

“Sale Motion” shall have the meaning set forth in the Recitals.

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

“Sale Proceeds” shall have the meaning set forth in Section 2.1 of the Purchase Agreement.

“Seller” shall have the meaning set forth in the introductory paragraph.

“Successful Bid” shall have the meaning set forth in paragraph 10 of the Bidding Procedures.

“Successful Bidder” shall have the meaning set forth in paragraph 10 of of the Bidding Procedures.

“Termination Fee” shall have the meaning set forth in Section 13.1(e) of the Purchase Agreement.

“Territory” shall have the meaning set forth in the Recitals.

“Transaction Documents” shall have the meaning set forth in Section 9.1 of the Purchase Agreement.

“U.S. Governmental Authority” shall have the meaning set forth in Section 10.9 of the Purchase Agreement.

SCHEDULE 1.3

EXCLUDED ASSETS

1. All cash and cash equivalents bank accounts, deposits and securities of Seller;
2. All accounts or notes receivable;
3. All Intellectual Property not described in Section 1.2 of the Purchase Agreement, including international rights to Seller and related assets, and copies of necessary books, records, intellectual property, templates and forms for use in franchising and operating the business outside of the Territory.
4. All Contracts and Leases that are not Assumed Contracts and Leases and equipment and Intellectual Property subject to Contracts that are not Assumed Contracts;
5. The corporate seals, organizational documents, minute books, stock books, tax returns, books of account or other records having to do with the corporate organization of Seller, and any other books and records which Seller is prohibited from disclosing or transferring to Buyer under applicable law or order of the Bankruptcy Court to retain and is required by applicable law to retain and any other books and records that (i) Seller reasonably believes are necessary to enable Seller to prepare and/or file tax returns or (ii) Seller is entitled to retain pursuant to Section 8.7;
6. All rights of Seller under this Purchase Agreement;
7. Any asset not constituting a Purchased Asset;
8. All insurance policies of Seller and all rights to applicable claims and proceeds thereunder;
9. All rights, claims, and causes of action of Seller against third parties and the proceeds thereof, including, without limitation, any claims or proceedings filed under chapter 5 of the Bankruptcy Code or similar state laws, tort claims, and causes of action against officers and directors, and including all rights to any action, suit or claim of any nature available to or being pursued by Seller, whether arising by way of counterclaim or otherwise; and
10. All assets and interests of and in OOH La La Beauty Bar Franchise, Inc.

SCHEDULE 1.4(a)

CONTRACTS AND LEASES

Perfect Brow Art, Inc., et al.
Schedule of Contracts and Leases

Debtor	Contract /Lease Counterparty	Description of Contract/Lease
1 Florida	ALTAMONTE MALL, LLC	LEASE FOR LOCATION AT ALTAMONTE MALL DATED 7/8/2016 (STORE #1205)
2 Florida	BOYNTON BEACH MALL, LLC	LEASE FOR LOCATION AT BOYNTON BEACH MALL DATED 3/28/2013 (STORE #432)
3 Florida	BRANDON SHOPPING CENTERS PARTNERS LTD.	LEASE FOR LOCATION AT BRANDON SHOPPING CENTER DATED 8/3/2011 (STORE #0593)
4 Florida	BRANDON SHOPPING CENTERS PARTNERS LTD.	LEASE FOR LOCATION AT BRANDON SHOPPING CENTER #2 DATED 11/4/2011 (STORE #2255)
5 Florida	BROWARD MALL LLC	LEASE FOR LOCATION AT BROWARD MALL #1 (UNIT 1416) DATED 4/20/2015 (STORE #1416)
6 Florida	BROWARD MALL LLC	LEASE FOR LOCATION AT BROWARD MALL #2 (UNIT 1121) DATED 9/2/2015 (STORE #1121)
7 Florida	CITRUS PARK VENTURE LP	LEASE FOR LOCATION AT CITRUS PARK SHOPPING CENTER DATED 8/3/2011 (STORE #2157)
8 Florida	CORAL-CS LTD. ASSOC.	LEASE FOR LOCATION AT CORAL SQUARE MALL DATED 8/18/2013 (STORE #9241)
9 Florida	COUNTRYSIDE MALL, LLC	LEASE FOR LOCATION AT COUNTRYSIDE MALL DATED 4/7/2015 (STORE #1095A)
10 Florida	DOLPHIN MALL ASSOCIATES LLC	LEASE FOR LOCATION AT DOLPHIN MALL DATED 12/7/2017 (STORE #468)
11 Florida	FLORIDA MALL ASSOC. LTD.	LEASE FOR LOCATION AT FLORIDA MALL DATED 12/18/2012 (STORE #12008)
12 Florida	GOVERNOR'S SQUARE MALL, LLC	LEASE FOR LOCATION AT GOVERNOR'S SQUARE DATED 6/3/2013 (STORE #1430)
13 Florida	GULF VIEW REALTY LLC	LEASE FOR LOCATION AT GULFVIEW MALL DATED 9/17/2012 (STORE #277)
14 Florida	JLLA INC/THE GALLERIA MALL	LEASE FOR LOCATION AT GALLERIA AT FORT LAUDERDALE DATED 10/26/2017 (STORE #2181)
15 Florida	OAKS MALL, LLC	LEASE FOR LOCATION AT OAKS MALL DATED 11/2/2015 (STORE #10081)
16 Florida	ORLANDO FASHION SQUARE	LEASE FOR LOCATION AT ORLANDO FASHION SQUARE DATED 2/22/2012 (STORE #D66)
17 Florida	OVIEDO MALL HOLDING LLC	LEASE FOR LOCATION AT OVIEDO MARKETPLACE DATED 4/1/2013 (STORE #1860)
18 Florida	PADDOCK MALL, LLC	LEASE FOR LOCATION AT PADDOCK MALL DATED 9/20/2012 (STORE #582)
19 Florida	PEMBROKE LAKES MALL LLC	LEASE FOR LOCATION AT PEMBROKE LAKES DATED 5/14/2012 (STORE #D0612)
20 Florida	ROUSE PROPERTIES, INC.	LEASE FOR LOCATION AT LAKELAND SQUARE DATED 6/22/2011 (STORE #0840)
21 Florida	SEMINOLE TOWNE CENTER	LEASE FOR LOCATION AT SEMINOLE TOWNE CENTER DATED 1/14/2016 (STORE #108)
22 Florida	SIMON PROPERTY GROUP, LP	LEASE FOR LOCATION AT CORDOVA MALL DATED 12/26/2011 (STORE #A71203)
23 Florida	SRM-SPE LLC	LEASE FOR LOCATION AT SANTA ROSA MALL DATED 11/26/2012 (STORE #1414)
24 Florida	TAMPA WESTSHORE ASSOC. LP	LEASE FOR LOCATION AT INTERNATIONAL PLAZA DATED 6/25/2013 (STORE #201C)
25 Florida	TB MALL AT UTC LLC	LEASE FOR LOCATION AT UNIVERSITY TOWN CENTER DATED 6/26/2014 (STORE #299A)
26 Florida	THE TOWN CENTER AT BOCA RATON TRUST	LEASE FOR LOCATION AT TOWN CENTER OF BOCA RATON DATED 12/18/2014 (STORE #C1355)
27 Florida	THE TOWN CENTER OF BOCA RATON TRUST	LEASE FOR LOCATION AT TOWN CENTER OF BOCA RATON (STORE #D086)
28 Florida	TM WELLINGTON GREEN MALL LP	LEASE FOR LOCATION AT WELLINGTON GREEN DATED 9/22/2015 (STORE #134)
29 Florida	UNIVERSITY MALL PORTWOOD LLC	LEASE FOR LOCATION AT UNIVERSITY MALL DATED 4/16/2012 (STORE #310)
30 Florida	VOLUSIA MALL	LEASE FOR LOCATION AT VOLUSIA MALL DATED 10/11/2012 (STORE #409)
31 Florida	WESTLAND MALL LLC	LEASE FOR LOCATION AT WESTLAND MALL DATED 9/30/2014 (STORE #1806)
32 Florida	WORLDPAY INTEGRATED PAYMENTS, LLC	MERCHANT AGREEMENT RE: MERCHANT ID #4445623534534 (BROW ART 23 - DOLPHIN MALL)

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33 Florida	WORLDPAY INTEGRATED PAYMENTS, LLC	MERCHANT AGREEMENT RE: MERCHANT ID #4445023935015 (BROW ART 23 - COUNTRYSIDE FL)
34 Florida	WORLDPAY INTEGRATED PAYMENTS, LLC	MERCHANT AGREEMENT RE: MERCHANT ID #4445024692756 (BROW ART 23 - TOWN CENTER OF BOCA RATON)
35 Florida	WORLDPAY INTEGRATED PAYMENTS, LLC	MERCHANT AGREEMENT RE: MERCHANT ID #4445027959916 (BROW ART 23 - FT LAUDERDALE GALLERIA - 2181)
36 Florida	WORLDPAY INTEGRATED PAYMENTS, LLC	MERCHANT AGREEMENT RE: MERCHANT ID #4445027992685 (BROW ART 23 - STONEBRIAR TX - KIOSK)
37 Florida	WORLDPAY INTEGRATED PAYMENTS, LLC	MERCHANT AGREEMENT RE: MERCHANT ID #8788430067851 (BROW ART 23 - WEST OAKS (FL))
38 Florida	WORLDPAY INTEGRATED PAYMENTS, LLC	MERCHANT AGREEMENT RE: MERCHANT ID #8788430067867 (BROW ART 23 - BRANDON TOWN CENTER)
39 Florida	WORLDPAY INTEGRATED PAYMENTS, LLC	MERCHANT AGREEMENT RE: MERCHANT ID #8788430068894 (BROW ART 23 - BROWARD MALL)
40 Florida	WORLDPAY INTEGRATED PAYMENTS, LLC	MERCHANT AGREEMENT RE: MERCHANT ID #8788430069572 (BROW ART 23 - INTERNATIONAL PLAZA)
41 Florida	WORLDPAY INTEGRATED PAYMENTS, LLC	MERCHANT AGREEMENT RE: MERCHANT ID #8788430075637 (BROW ART 23 - CORAL SQUARE MALL)
42 Florida	WORLDPAY INTEGRATED PAYMENTS, LLC	MERCHANT AGREEMENT RE: MERCHANT ID #8788430075640 (BROW ART 23 - OAKS MALL (FL))
43 Florida	WORLDPAY INTEGRATED PAYMENTS, LLC	MERCHANT AGREEMENT RE: MERCHANT ID #8788430078688 (BROW ART 23 - SARASOTA SQUARE)
44 Florida	WORLDPAY INTEGRATED PAYMENTS, LLC	MERCHANT AGREEMENT RE: MERCHANT ID #8788430079644 (BROW ART 23 - WELLINGTON GREEN)
45 Florida	WORLDPAY INTEGRATED PAYMENTS, LLC	MERCHANT AGREEMENT RE: MERCHANT ID #8788430080592 (BROW ART 23 - CITRUS PARK SHOPPING CENTER)
46 Florida	WORLDPAY INTEGRATED PAYMENTS, LLC	MERCHANT AGREEMENT RE: MERCHANT ID #8788430083804 (BROW ART 23 - UNIVERSITY SQUARE MALL)
47 Florida	WORLDPAY INTEGRATED PAYMENTS, LLC	MERCHANT AGREEMENT RE: MERCHANT ID #8788430084223 (BROW ART 23 - PEMBROKE LAKES MALL)
48 Florida	WORLDPAY INTEGRATED PAYMENTS, LLC	MERCHANT AGREEMENT RE: MERCHANT ID #8788430084228 (BROW ART 23 - FLORIDA MALL)
49 Florida	WORLDPAY INTEGRATED PAYMENTS, LLC	MERCHANT AGREEMENT RE: MERCHANT ID #8788430084563 (BROW ART 23 - BOYNTON BEACH MALL)
50 Florida	WORLDPAY INTEGRATED PAYMENTS, LLC	MERCHANT AGREEMENT RE: MERCHANT ID #8788430084573 (BROW ART 23 - LAKELAND SQUARE)
51 Florida	WORLDPAY INTEGRATED PAYMENTS, LLC	MERCHANT AGREEMENT RE: MERCHANT ID #8788430084579 (BROW ART 23 - GOVERNORS SQUARE)
52 Florida	WORLDPAY INTEGRATED PAYMENTS, LLC	MERCHANT AGREEMENT RE: MERCHANT ID #8788430085704 (BROW ART 23 - WESTLAND (HIALEAH))
53 Florida	WORLDPAY INTEGRATED PAYMENTS, LLC	MERCHANT AGREEMENT RE: MERCHANT ID #8788430105979 (BROW ART 23 - ORLANDO FASHION SQUARE)
54 Florida	WORLDPAY INTEGRATED PAYMENTS, LLC	MERCHANT AGREEMENT RE: MERCHANT ID #8788430105980 (BROW ART 23 - ALTAMONTE MALL)
55 Florida	WORLDPAY INTEGRATED PAYMENTS, LLC	MERCHANT AGREEMENT RE: MERCHANT ID #8788430105981 (BROW ART 23 - SEMINOLE TOWNE CENTER)

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56 Florida	WORLDPAY INTEGRATED PAYMENTS, LLC	MERCHANT AGREEMENT RE: MERCHANT ID #8788430112449 (BROW ART 23 - BRANDON TOWN 2)
57 Florida	WORLDPAY INTEGRATED PAYMENTS, LLC	MERCHANT AGREEMENT RE: MERCHANT ID #8788430114969 (BROW ART 23 - CORDOVA (PENSACOLA))
58 Florida	WORLDPAY INTEGRATED PAYMENTS, LLC	MERCHANT AGREEMENT RE: MERCHANT ID #8788430120193 (BROW ART 23 - OVIEDO MALL)
59 Florida	WORLDPAY INTEGRATED PAYMENTS, LLC	MERCHANT AGREEMENT RE: MERCHANT ID #8788430122758 (BROW ART 23 - BROWARD MALL - SP11221)
60 Florida	WORLDPAY INTEGRATED PAYMENTS, LLC	MERCHANT AGREEMENT RE: MERCHANT ID #8788430121833 (BROW ART 23 - VOLUSIA MALL)
61 Florida	WORLDPAY INTEGRATED PAYMENTS, LLC	MERCHANT AGREEMENT RE: MERCHANT ID #8788430135072 (BROW ART 23 - PADDOCK MALL)
62 Florida	WORLDPAY INTEGRATED PAYMENTS, LLC	MERCHANT AGREEMENT RE: MERCHANT ID #8788430137170 (BROW ART 23 - GULFVIEW SQUARE)
63 Florida	WORLDPAY INTEGRATED PAYMENTS, LLC	MERCHANT AGREEMENT RE: MERCHANT ID #8788430144220 (BROW ART 23 - SANTA ROSA)
64 Florida	WORLDPAY INTEGRATED PAYMENTS, LLC	MERCHANT AGREEMENT RE: MERCHANT ID #8788430194598 (BROW ART 23 - THE MALL AT UNIVERSITY TOWN CENTER)
65 Locks Rock	FOREST PLAZA, LLC	LEASE FOR LOCATION AT FOREST PLAZA DATED 10/14/2018
66 Locks Rock	OAK PARK MALL, LLC, CBL & ASSOCIATES MANAGEMENT INC.	LEASE FOR LOCATION AT OAK PARK MALL DATED 11/25/2014
67 Locks Rock	Visual Solutions, Inc.	SOFTWARE SERVICE AGREEMENT
68 Locks Rock	Visual Solutions, Inc.	LICENSE AGREEMENT FOR SALON MANAGEMENT APP
69 Locks Rock	WORLDPAY INTEGRATED PAYMENTS, LLC	MERCHANT AGREEMENT RE: MERCHANT ID #4445023439042 (DOH LA LA - OAK PARK MALL)
70 Locks Rock	WORLDPAY INTEGRATED PAYMENTS, LLC	MERCHANT AGREEMENT RE: MERCHANT ID #4445023467377 (DOH LA LA - BEAUTY BAR - ECOM)
71 Locks Rock	WORLDPAY INTEGRATED PAYMENTS, LLC	MERCHANT AGREEMENT RE: MERCHANT ID #4445023472289 (DOH LA LA - FOREST PLAZA)
72 Locks Rock	WORLDPAY INTEGRATED PAYMENTS, LLC	MERCHANT AGREEMENT RE: MERCHANT ID #8788430381576 (DOH LA LA - CORPORATE POOLING)
73 Oakland	URBANCAL OAKLAND MALL, LLC	LEASE FOR LOCATION AT OAKLAND MALL DATED 4/20/2013 (STORE #1362K)
74 Oakland	WORLDPAY INTEGRATED PAYMENTS, LLC	MERCHANT AGREEMENT RE: MERCHANT ID #8788430073940 (BROW ART 23 - OAKLAND MALL)
75 Ooh La La	MEHRNOUSH BASHI	FRANCHISE AGREEMENT RE: OAK PARK MALL
76 PB Art Franchise	ANDY HODROJ	FRANCHISE AGREEMENT RE: ANNAPOLIS MALL (STORE #1205)
77 PB Art Franchise	ANDY HODROJ	FRANCHISE AGREEMENT RE: ANNAPOLIS MALL (STORE #73)
78 PB Art Franchise	ANDY HODROJ	FRANCHISE AGREEMENT RE: ARUNDEL MILLS (KIOSK #1304)
79 PB Art Franchise	ANDY HODROJ	FRANCHISE AGREEMENT RE: ARUNDEL MILLS (STORE #1405)
80 PB Art Franchise	ANDY HODROJ	FRANCHISE AGREEMENT RE: ARUNDEL MILLS (ADVERTISING CART #115)
81 PB Art Franchise	ANDY HODROJ	FRANCHISE AGREEMENT RE: HARTFORD MALL (STORE #H-04)
82 PB Art Franchise	ANDY HODROJ	FRANCHISE AGREEMENT RE: MALL IN COLUMBIA (STORE #1065)
83 PB Art Franchise	ANDY HODROJ	FRANCHISE AGREEMENT RE: MONDAWMIN MALL (STORE #2520)
84 PB Art Franchise	ANDY HODROJ	FRANCHISE AGREEMENT RE: MONTGOMERY MALL (STORE #1026)
85 PB Art Franchise	ANDY HODROJ	FRANCHISE AGREEMENT RE: MONTGOMERY MALL (STORE #1126)

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86 PB Art Franchise	ANDY HODROI	FRANCHISE AGREEMENT RE: SECURITY SQUARE MALL (STORE #1314)
87 PB Art Franchise	ANDY HODROI	FRANCHISE AGREEMENT RE: TOWSON TOWN CENTER (CART #7902)
88 PB Art Franchise	ANDY HODROI	FRANCHISE AGREEMENT RE: TOWSON TOWN CENTER (STORE #1395)
89 PB Art Franchise	ANDY HODROI	FRANCHISE AGREEMENT RE: WHEATON MALL (STORE #6201)
90 PB Art Franchise	ANDY HODROI	FRANCHISE AGREEMENT RE: WHEATON MALL (STORE #124)
91 PB Art Franchise	ANDY HODROI	FRANCHISE AGREEMENT RE: WHEATON MALL (ADVERTISING CART #7052)
92 PB Art Franchise	ANKIT PATEL	FRANCHISE AGREEMENT RE: MAYFAIR MALL (STORE #1036)
93 PB Art Franchise	ANKIT PATEL	FRANCHISE AGREEMENT RE: SOUTHRIDGE MALL (STORE #1180)
94 PB Art Franchise	CHANDRA K SHRESTHA	FRANCHISE AGREEMENT RE: SOUTH PLAINS (KIOSK #K115)
95 PB Art Franchise	CHANDRA K SHRESTHA	FRANCHISE AGREEMENT RE: SOUTH PLAINS (STORE #M117)
96 PB Art Franchise	FARZONA KONCILOVA	FRANCHISE AGREEMENT RE: JORDAN CREEK TOWN CENTER (STORE #12000)
97 PB Art Franchise	GAURAV GUPTA	FRANCHISE AGREEMENT RE: CIELO VISTA MALL (STORE #0021)
98 PB Art Franchise	GAURAV GUPTA	FRANCHISE AGREEMENT RE: GARDEN STATE PLAZA (STORE #1153)
99 PB Art Franchise	GAURAV GUPTA	FRANCHISE AGREEMENT RE: ROSS PARK (STORE #K13A)
100 PB Art Franchise	JANINE MARTINS	FRANCHISE AGREEMENT RE: EMERALD SQUARE (STORE #P357)
101 PB Art Franchise	NEETU RAI	FRANCHISE AGREEMENT RE: LLOYD CENTER (STORE #1200)
102 PB Art Franchise	NOAH MASIL	FRANCHISE AGREEMENT RE: CENTRAL MALL (KIOSK #K107)
103 PB Art Franchise	NOAH MASIL	FRANCHISE AGREEMENT RE: QUAIL SPRINGS MALL (STORE #121)
104 PB Art Franchise	NOAH MASIL	FRANCHISE AGREEMENT RE: WOODLAND HILLS (STORE #150C)
105 PB Art Franchise	NOAH MASIL	FRANCHISE AGREEMENT RE: WOODLAND HILLS (STORE #264C)
106 PB Art Franchise	POOJA GOYAL	FRANCHISE AGREEMENT RE: HONEY CREEK MALL (KIOSK #PK4)
107 PB Art Franchise	POOJA GOYAL	FRANCHISE AGREEMENT RE: SOUTHLAKE MALL (KIOSK #S014)
108 PB Art Franchise	POOJA GOYAL	FRANCHISE AGREEMENT RE: SOUTHLAKE MALL (STORE #516)
109 PB Art Franchise	RAJESH SONI	FRANCHISE AGREEMENT RE: APACHE MALL (STORE #0326)
110 PB Art Franchise	RAJESH SONI	FRANCHISE AGREEMENT RE: RIVER HILLS MALL (STORE #0508)
111 PB Art Franchise	SAM PATEL	FRANCHISE AGREEMENT RE: BRIARWOOD MALL (STORE #0210)
112 PB Art Franchise	SAM PATEL	FRANCHISE AGREEMENT RE: FRANKLIN PARK (STORE #1181)
113 PB Art Franchise	SANJAYKUMAR & GITA CHAUDHARI	FRANCHISE AGREEMENT RE: GURNEE MILLS (STORE #581)
114 PB Art Franchise	SANJAYKUMAR & GITA CHAUDHARI	FRANCHISE AGREEMENT RE: GURNEE MILLS (STORE #329)
115 PB Art Franchise	SANJAYKUMAR & GITA CHAUDHARI	FRANCHISE AGREEMENT RE: GURNEE MILLS (STORE #123)
116 PB Art Franchise	SANJAYKUMAR & GITA CHAUDHARI	FRANCHISE AGREEMENT RE: WOODFIELD MALL (STORE #E115)
117 PB Art Franchise	SEEMA ROSE	FRANCHISE AGREEMENT RE: REGENCY MALL (STORE #B-276)

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118 PB Art Franchise	SHAHAM JANAMIAN	FRANCHISE AGREEMENT RE: OAK PARK MALL (STORE #15)
119 PB Art Franchise	SHAZIA ITTIQ	FRANCHISE AGREEMENT RE: PENN SQUARE MALL (KIOSK #2183)
120 PB Art Franchise	SHIMA & MAZDEK ABDOLLAHI	FRANCHISE AGREEMENT RE: LENOX SQUARE (STORE #2045)
121 PB Art Franchise	SHIMA & MAZDEK ABDOLLAHI	FRANCHISE AGREEMENT RE: MALL AT STONECREST (STORE #2276)
122 PB Art Franchise	SHIMA & MAZDEK ABDOLLAHI	FRANCHISE AGREEMENT RE: NORTH POINT MALL (STORE #2086)
123 PB Art Franchise	SHIMA & MAZDEK ABDOLLAHI	FRANCHISE AGREEMENT RE: PERIMETER MALL (STORE #2010)
124 PB Art Franchise	SHIMA & MAZDEK ABDOLLAHI	FRANCHISE AGREEMENT RE: PHIPPS PLAZA (STORE #2046)
125 PB Art Franchise	SHIMA & MAZDEK ABDOLLAHI	FRANCHISE AGREEMENT RE: VALDOSTA MALL (STORE #1248)
126 PB Art Franchise	SUNITA BANTYA	FRANCHISE AGREEMENT RE: SAVANNAH MALL (STORE #1125)
127 Perfect Brow Art Inc.	41 NORTH LLC	LEASE FOR CORPORATE OFFICE DATED 3/24/2015
128 Perfect Brow Art Inc.	ADOBE INC.	ADOBE CONTRACT NO. 00004490
129 Perfect Brow Art Inc.	ADT LLC	OFFICE SECURITY AGREEMENT
130 Perfect Brow Art Inc.	AMARILLO MALL LLC	LEASE FOR LOCATION AT WESTGATE MALL DATED 10/18/2017 (STORE #655)
131 Perfect Brow Art Inc.	AMEREAAM LLC	LEASE FOR LOCATION AT AMERICAN DREAM DATED 8/27/2018 (STORE #6281)
132 Perfect Brow Art Inc.	ANKIT PATEL	SUBLEASE FOR MAYFAIR MALL DATED 11/21/2017 (STORE #0036)
133 Perfect Brow Art Inc.	ANKIT PATEL	SUBLEASE FOR SOUTHBIDGE MALL DATED 11/21/2017 (STORE #1140)
134 Perfect Brow Art Inc.	ANNAPOLIS MALL L.P.	LEASE FOR LOCATION AT ANNAPOLIS MALL #2 DATED 3/12/2012 (STORE #1205)
135 Perfect Brow Art Inc.	ANNAPOLIS MALL L.P.	LEASE FOR LOCATION AT ANNAPOLIS MALL DATED 11/12/2012 (STORE #73)
136 Perfect Brow Art Inc.	APACHE MALL, LLC	LEASE FOR LOCATION AT APACHE MALL DATED 6/18/2013 (STORE #0122)
137 Perfect Brow Art Inc.	ARUNDEL MILLS	LEASE FOR LOCATION AT ARUNDEL MILLS #3 DATED 1/20/2017 (STORE #115)
138 Perfect Brow Art Inc.	ARUNDEL MILLS, LP	LEASE FOR LOCATION AT ARUNDEL MILLS #1 DATED 2/24/2015 (STORE #139)
139 Perfect Brow Art Inc.	ARUNDEL MILLS, LP	LEASE FOR LOCATION AT ARUNDEL MILLS #2 DATED 8/15/2014 (STORE #140)
140 Perfect Brow Art Inc.	BASSETT PLACE REAL ESTATE COMPANY, LLC	LEASE FOR LOCATION AT BASSETT PLACE DATED 7/31/2013 (STORE #K006)
141 Perfect Brow Art Inc.	BATTLEFIELD MALL, LLC	LEASE FOR LOCATION AT BATTLEFIELD MALL DATED 10/23/2015 (STORE #K117)
142 Perfect Brow Art Inc.	BATTLEFIELD MALL, LLC	LEASE FOR LOCATION AT BATTLEFIELD MALL DATED 1/24/2016 (STORE #T15)
143 Perfect Brow Art Inc.	BELDEN MALL LLC	LEASE FOR LOCATION AT BELDEN VILLAGE DATED 3/22/2016 (STORE #A18)
144 Perfect Brow Art Inc.	BELLWETHER PROPERTIES OF SOUTH CAROLINA, LP	LEASE FOR LOCATION AT HAYWOOD MALL DATED 12/15/2013 (STORE #2041)
145 Perfect Brow Art Inc.	CAPREF LLOYD II LLC	LEASE FOR LOCATION AT LLOYD CENTER DATED 5/1/2014 (STORE #H200)
146 Perfect Brow Art Inc.	CENTRAL MALL LAWTON	LEASE FOR LOCATION AT CENTRAL MALL DATED 11/21/2011 (STORE #K307)
147 Perfect Brow Art Inc.	CENTRAL MALL PORT ARTHUR	LEASE FOR LOCATION AT CENTRAL MALL PORT ARTHUR DATED 12/11/2014 (STORE #160)
148 Perfect Brow Art Inc.	CENTRAL MALL TEXARKANA	LEASE FOR LOCATION AT CENTRAL MALL DATED 2/26/2016 (STORE #8)
149 Perfect Brow Art Inc.	CHAPEL HILLS REALTY LLC	LEASE FOR LOCATION AT CHAPEL HILLS MALL DATED 9/7/2013 (STORE #415)
150 Perfect Brow Art Inc.	CHERRYVALE MALL LLC	LEASE FOR LOCATION AT CHERRYVALE MALL DATED 10/21/2014 (STORE #PK-67)
151 Perfect Brow Art Inc.	CHERRYVALE MALL LLC	LEASE FOR LOCATION AT CHERRYVALE MALL DATED 11/22/2014 (STORE #H-624)

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152 Perfect Brow Art Inc.	COMERICA BANK	LEASE FOR LOCATION AT FAIR OAKS MALL DATED 5/26/2014 (STORE #0240)
153 Perfect Brow Art Inc.	COMERICA BANK	LEASE FOR LOCATION AT TWELVE OAKS MALL DATED 6/26/2014 (STORE #0275)
154 Perfect Brow Art Inc.	CORAL RIDGE MALL	LEASE FOR LOCATION AT CORAL RIDGE MALL DATED 9/11/2016 (STORE #0708)
155 Perfect Brow Art Inc.	COVERALL HEALTH-BASED CLEANING SYSTEMS	CLEANING SERVICE PLAN
156 Perfect Brow Art Inc.	CPI-PHIPPS LLC	LEASE FOR LOCATION AT PHIPPS PLAZA DATED 11/12/2018 (STORE #2046)
157 Perfect Brow Art Inc.	CRYSTAL MALL, LLC	LEASE FOR LOCATION AT CRYSTAL MALL DATED 7/28/2017 (STORE #F107)
158 Perfect Brow Art Inc.	DE LAGE LANDEN FINANCIAL SERVICES	LEASE AGREEMENT
159 Perfect Brow Art Inc.	FARZONA KONCILOVA	SUBLEASE FOR JORDAN CREEK TOWN CENTER DATED 7/1/2015 (STORE #12000)
160 Perfect Brow Art Inc.	FASHION SHOW MALL, LLC	LEASE FOR LOCATION AT FASHION SHOW MALL DATED 1/22/2018 (STORE #5511)
161 Perfect Brow Art Inc.	FEDEX CORPORATE SERVICES, INC.	SERVICE / PRICING AGREEMENT
162 Perfect Brow Art Inc.	FOX VALLEY MALL LLC	LEASE FOR LOCATION AT FOX VALLEY MALL DATED 5/13/2014 (STORE #G5A)
163 Perfect Brow Art Inc.	GALLERIA AT WOLFCHASE LLC	LEASE FOR LOCATION AT WOLFCHASE GALLERIA DATED 1/26/2015 (STORE #1670)
164 Perfect Brow Art Inc.	GF VALDOSTA MALL, LLC	LEASE FOR LOCATION AT VALDOSTA MALL DATED 1/27/2017 (STORE #1248)
165 Perfect Brow Art Inc.	GGP LIMITED PARTNERSHIP	LEASE FOR LOCATION AT RIVER HILLS MALL DATED 3/10/2017 (STORE #0602)
166 Perfect Brow Art Inc.	GREEN HILLS MALL TRG LLC	LEASE FOR LOCATION AT MALL AT GREENHILLS DATED 1/16/2018 (STORE #192)
167 Perfect Brow Art Inc.	HARFORD MALL	LEASE FOR LOCATION AT HARFORD MALL DATED 11/1/2011 (STORE #H-04)
168 Perfect Brow Art Inc.	HAWTHORN, L. P.	LEASE FOR LOCATION AT HAWTHORN MALL DATED 5/13/2014 (STORE #0432)
169 Perfect Brow Art Inc.	HG GALLERIA LLC	LEASE FOR LOCATION AT HOUSTON GALLERIA DATED 1/1/2017 (STORE #A2303)
170 Perfect Brow Art Inc.	HULL PROPERTY GROUP, LLC	LEASE FOR LOCATION AT REGENCY SQUARE MALL DATED 2/25/2016 (STORE #B-276)
171 Perfect Brow Art Inc.	IMPACT NETWORKING, LLC	MAINTENANCE AGREEMENT
172 Perfect Brow Art Inc.	INDEPENDENCE CENTER	LEASE FOR LOCATION AT INDEPENDENCE CENTER DATED 2/14/2017 (STORE #C04)
173 Perfect Brow Art Inc.	INTUIT, INC.	QUICKBOOKS LICENSE #9853-8905-7455-765
174 Perfect Brow Art Inc.	JANINE MARTINS	SUBLEASE FOR EMERALD SQUARE DATED 9/1/2018 (STORE #A0317)
175 Perfect Brow Art Inc.	JORDAN CREEK TOWN CENTER, LLC	LEASE FOR LOCATION AT JORDAN CREEK TOWN CENTER DATED 4/8/2015 (STORE #12000)
176 Perfect Brow Art Inc.	KDI RIVERGATE MALL, LLC	LEASE FOR LOCATION AT RIVERGATE MALL DATED 6/27/2015 (STORE #1205)
177 Perfect Brow Art Inc.	KILLEEN MALL	LEASE FOR LOCATION AT KILLEEN MALL DATED 4/20/2011 (STORE #K1230)
178 Perfect Brow Art Inc.	LENOX SQUARE	LEASE FOR LOCATION AT LENOX SQUARE DATED 11/12/2018 (STORE #2043)
179 Perfect Brow Art Inc.	LYNNHAVEN MALL LLC	LEASE FOR LOCATION AT LYNNHAVEN MALL DATED 10/29/2015 (STORE #0815A)
180 Perfect Brow Art Inc.	LYNNHAVEN MALL LLC	LEASE FOR LOCATION AT LYNNHAVEN MALL DATED 3/19/2015 (STORE #0407)
181 Perfect Brow Art Inc.	MALL AT BRIARWOOD, LLC	LEASE FOR LOCATION AT BRIARWOOD MALL (STORE #G125)
182 Perfect Brow Art Inc.	MALL AT GURNEE MILLS, LLC	LEASE FOR LOCATION AT GURNEE MILLS DATED 4/5/2018 (STORE #329)
183 Perfect Brow Art Inc.	MALL AT GURNEE MILLS, LLC	LEASE FOR LOCATION AT GURNEE MILLS DATED 6/30/2017 (STORE #581)
184 Perfect Brow Art Inc.	MALL AT IRVING, LLC	LEASE FOR LOCATION AT IRVING MALL DATED 7/22/2011 (STORE #A614)
185 Perfect Brow Art Inc.	MALL AT LONGVIEW, LLC	LEASE FOR LOCATION AT LONGVIEW MALL DATED 1/5/2016 (STORE #0603)
186 Perfect Brow Art Inc.	MALL AT NORTHSHORE, LLC	LEASE FOR LOCATION AT NORTHSHORE MALL DATED 3/3/2012 (STORE #B111)

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187 Perfect Brow Art Inc.	MALL AT NORTHSORE, LLC	LEASE FOR LOCATION AT NORTHSORE MALL DATED 12/30/2016 (STORE #W0500B-5)
188 Perfect Brow Art Inc.	MALL AT SUMMIT LLC	LEASE FOR LOCATION AT SUMMIT MALL DATED 12/29/2011 (STORE #172C)
189 Perfect Brow Art Inc.	MALL AT TUTTLE CROSSING, LLC	LEASE FOR LOCATION AT MALL AT TUTTLE CROSSING DATED 9/5/2014 (STORE #135)
190 Perfect Brow Art Inc.	MALL OF COLUMBIA BUSINESS TRUST, INC.	LEASE FOR LOCATION AT MALL IN COLUMBIA DATED 11/30/2015 (STORE #1085)
191 Perfect Brow Art Inc.	MARLEY STATION MALL LLC	LEASE FOR LOCATION AT MARLEY STATION DATED 6/2/2014 (STORE #W010)
192 Perfect Brow Art Inc.	MAYFAIR MALL, LLC	LEASE FOR LOCATION AT MAYFAIR MALL DATED 2/26/2014 (STORE #0036)
193 Perfect Brow Art Inc.	MCCAIN MALL COMPANY, LP	LEASE FOR LOCATION AT MCCAIN MALL DATED 9/16/2016 (STORE #R01F8)
194 Perfect Brow Art Inc.	MEHTA INVESTMENTS, LTD.	LEASE FOR LOCATION AT WEST OAKS MALL DATED 9/25/2012 (STORE #K-5)
195 Perfect Brow Art Inc.	MESILLA VALLEY SPE	LEASE FOR LOCATION AT MESILLA VALLEY DATED 11/25/2016 (STORE #K1170)
196 Perfect Brow Art Inc.	MGP XI CAPITOLA, LLC	LEASE FOR LOCATION AT CAPITOLA MALL DATED 10/30/2013 (STORE #KOE)
197 Perfect Brow Art Inc.	MICROSOFT CORPORATION	LICENSE(S) FOR MICROSOFT 365 (ORDER #3894002D-1A68-42CA-B14B-23759ED851A)
198 Perfect Brow Art Inc.	MICROSOFT CORPORATION	LICENSE(S) FOR MICROSOFT 365 (ORDER #580D6F72-F37D-46A0-A7DF-7F68A881D0CA)
199 Perfect Brow Art Inc.	MID RIVERS MALL CMBS, LLC	LEASE FOR LOCATION AT MID RIVERS MALL DATED 3/15/2016 (STORE #2092)
200 Perfect Brow Art Inc.	MOAC MALL HOLDINGS LLC	LEASE FOR LOCATION AT MALL OF AMERICA DATED 6/15/2012 (STORE #E362)
201 Perfect Brow Art Inc.	MOAC MALL HOLDINGS LLC	LEASE FOR LOCATION AT MALL OF AMERICA DATED 1/30/2018 (STORE #5222)
202 Perfect Brow Art Inc.	MONDAWMIN BUSINESS TRUST	LEASE FOR LOCATION AT MONDAWMIN MALL DATED 8/19/2011 (STORE #2620)
203 Perfect Brow Art Inc.	MONTGOMERY MALL CONDOS LLC	LEASE FOR LOCATION AT MONTGOMERY MALL #2 DATED 1/24/2017 (STORE #3116)
204 Perfect Brow Art Inc.	MONTGOMERY MALL CONDOS LLC	LEASE FOR LOCATION AT MONTGOMERY MALL STORE DATED 10/12/2012 (STORE #1026)
205 Perfect Brow Art Inc.	MSC #7560	LEASE FOR LOCATION AT GREAT LAKES MALL DATED 12/22/2011 (STORE #256)
206 Perfect Brow Art Inc.	NAPLETON CADILLAC OF LIBERTYVILLE	MOTOR VEHICLE LEASE AGREEMENT
207 Perfect Brow Art Inc.	NEETU RAI	SUBLEASE FOR LLOYD CENTER DATED 4/15/2017 (STORE #4200)
208 Perfect Brow Art Inc.	NORTH POINT MALL, LLC	LEASE FOR LOCATION AT NORTH POINT MALL DATED 3/16/2015 (STORE #2086)
209 Perfect Brow Art Inc.	NORTHRIDGE OWNER, LP	LEASE FOR LOCATION AT NORTHRIDGE MALL STORE DATED 7/7/2016 (STORE #003)
210 Perfect Brow Art Inc.	NORWALK LAND DEVELOPMENT, LLC	LEASE FOR LOCATION AT SONO COLLECTION SHOPPING CENTER DATED 10/17/2018 (STORE #3025)
211 Perfect Brow Art Inc.	OAK COURT MALL, LLC	LEASE FOR LOCATION AT OAK COURT MALL DATED 6/22/2012 (STORE #1131)
212 Perfect Brow Art Inc.	OAK PARK MALL, LLC	LEASE FOR LOCATION AT OAK PARK MALL DATED 9/26/2016 (STORE #35)
213 Perfect Brow Art Inc.	OLD HICKORY MALL	LEASE FOR LOCATION AT OLD HICKORY DATED 8/21/2015 (STORE #C-305)
214 Perfect Brow Art Inc.	OPRY MILLS MALL, LP	LEASE FOR LOCATION AT OPRY MILLS DATED 1/23/2012 (STORE #236)
215 Perfect Brow Art Inc.	PARADISE VALLEY MALL SPE LLC	LEASE FOR LOCATION AT PARADISE VALLEY MALL DATED 7/22/2015 (STORE #B050)
216 Perfect Brow Art Inc.	PARAMUS PARK SHOPPING CENTER LIMITED PARTNERSHIP	LEASE FOR LOCATION AT PARAMUS PARK DATED 6/13/2018 (STORE #2005)
217 Perfect Brow Art Inc.	PARK CITY CENTER BUSINESS TRUST	LEASE FOR LOCATION AT PARK CITY MALL DATED 10/25/2015 (STORE #K9206)
218 Perfect Brow Art Inc.	PARKDALE MALL CMBS, LLC	LEASE FOR LOCATION AT PARKDALE MALL DATED 3/24/2015 (STORE #5748)

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219 Perfect Brow Art Inc.	PENN ROSS JOINT VENTURE	LEASE FOR LOCATION AT ROSS PARK DATED 4/25/2014 (STORE #R13A)
220 Perfect Brow Art Inc.	PENN SQUARE MALL, LLC	LEASE FOR LOCATION AT PENN SQUARE MALL DATED 6/10/2013 (STORE #1103)
221 Perfect Brow Art Inc.	PERIMETER MALL LLC	LEASE FOR LOCATION AT PERIMETER MALL DATED 3/24/2016 (STORE #2010)
222 Perfect Brow Art Inc.	QUAIL SPRINGS MALL LLC	LEASE FOR LOCATION AT QUAIL SPRINGS MALL DATED 12/12/2016 (STORE #0246)
223 Perfect Brow Art Inc.	QUAIL SPRINGS MALL LLC	LEASE FOR LOCATION AT QUAIL SPRINGS MALL DATED 10/21/2011 (STORE #124)
224 Perfect Brow Art Inc.	REGENCY SQUARE MALL	LEASE FOR LOCATION AT REGENCY SQUARE MALL DATED 11/11/2009 (STORE #T117)
225 Perfect Brow Art Inc.	RICHLAND MALL	LEASE FOR LOCATION AT RICHLAND MALL DATED 8/7/2017 (STORE #108)
226 Perfect Brow Art Inc.	RICHMOND TOWN SQUARE REALTY HOLDING, LLC	LEASE FOR LOCATION AT RICHMOND TOWN SQUARE DATED 12/23/2012 (STORE #0093)
227 Perfect Brow Art Inc.	RICH-TAUBMAN ASSOCIATES	LEASE FOR LOCATION AT STAMFORD TOWN CENTER DATED 1/29/2015 (STORE #G209)
228 Perfect Brow Art Inc.	ROLLING OAKS MALL, LLC	LEASE FOR LOCATION AT ROLLING OAKS MALL DATED 10/22/2015 (STORE #C048)
229 Perfect Brow Art Inc.	SA GALLERIA IV, LP	LEASE FOR LOCATION AT HOUSTON GALLERIA DATED 6/9/2011 (STORE #5275)
230 Perfect Brow Art Inc.	SAINT LOUIS GALLERIA LLC	LEASE FOR LOCATION AT SAINT LOUIS GALLERIA DATED 9/6/2015 (STORE #D2495)
231 Perfect Brow Art Inc.	SAVANNAH MALL REALTY HOLDING, LLC	LEASE FOR LOCATION AT SAVANNAH MALL DATED 1/8/2013 (STORE #1126)
232 Perfect Brow Art Inc.	SCOTTSDALE FASHION SQUARE LLC	LEASE FOR LOCATION AT SCOTTSDALE FASHION SQUARE DATED 6/11/2015 (STORE #2217)
233 Perfect Brow Art Inc.	SEC SQUARE HOLDING LLC	LEASE FOR LOCATION AT SECURITY SQUARE MALL DATED 8/28/2017 (STORE #131)
234 Perfect Brow Art Inc.	SHAHRAM JANAMIAN	SUBLEASE FOR OAK PARK MALL DATED 9/26/2016 (STORE #15)
235 Perfect Brow Art Inc.	SHIMA & MAZDEK ABDOLLAHI	SUBLEASE FOR LENOX SQUARE DATED 11/15/2018 (STORE #2043)
236 Perfect Brow Art Inc.	SHIMA & MAZDEK ABDOLLAHI	SUBLEASE FOR PHIPPS PLAZA DATED 11/15/2018 (STORE #2046)
237 Perfect Brow Art Inc.	SHOPS AT TANFORAN ASSOCIATES LLC	LEASE FOR LOCATION AT SHOPS AT TANFORAN DATED 11/4/2010 (STORE #116)
238 Perfect Brow Art Inc.	SIMON PROPERTY GROUP (TX) LP	LEASE FOR LOCATION AT CIELO VISTA MALL DATED 2/8/2017 (STORE #D02A)
239 Perfect Brow Art Inc.	SIMON PROPERTY GROUP TX LP	LEASE FOR LOCATION AT BROADWAY SQUARE MALL DATED 4/15/2015 (STORE #606)
240 Perfect Brow Art Inc.	SOUTH COUNTY SHOPPINGTOWN LLC	LEASE FOR LOCATION AT SOUTH COUNTY CENTER DATED 4/6/2016 (STORE #3018)
241 Perfect Brow Art Inc.	SOUTH HILLS VILLAGE ASSOCIATES, L. P.	LEASE FOR LOCATION AT SOUTH HILLS VILLAGE DATED 9/17/2013 (STORE #2055C)
242 Perfect Brow Art Inc.	SOUTH PLAINS MALL	LEASE FOR LOCATION AT SOUTH PLAINS MALL KIOSK DATED 5/14/2015 (STORE #K115)
243 Perfect Brow Art Inc.	SOUTH PLAINS MALL	LEASE FOR LOCATION AT SOUTH PLAINS MALL STORE DATED 12/4/2012 (STORE #M17)
244 Perfect Brow Art Inc.	SOUTHDAL CENTER, LLC	LEASE FOR LOCATION AT SOUTHDAL CENTER DATED 9/24/2013 (STORE #1228)
245 Perfect Brow Art Inc.	SOUTHLAKE INDIANA LLC	LEASE FOR LOCATION AT SOUTHLAKE MALL KIOSK DATED 9/22/2015 (STORE #S16)
246 Perfect Brow Art Inc.	SOUTHLAKE INDIANA LLC	LEASE FOR LOCATION AT SOUTHLAKE MALL STORE DATED 7/23/2013 (STORE #D014)
247 Perfect Brow Art Inc.	SOUTHPARK MALL CMBS, LLC	LEASE FOR LOCATION AT SOUTH PARK MALL DATED 9/18/2014 (STORE #F01224)
248 Perfect Brow Art Inc.	SOUTHPARK MALL, LLC	LEASE EXTENSION AGREEMENT FOR LOCATION AT SOUTHPARK MALL DATED 01/18/2017 (KIOSK #PK-10)
249 Perfect Brow Art Inc.	SOUTHRIDGE, LP	LEASE FOR LOCATION AT SOUTHRIDGE MALL DATED 10/11/2011 (STORE #1140)
250 Perfect Brow Art Inc.	SPG PRIEN, LLC	LEASE FOR LOCATION AT PRIEN LAKE MALL DATED 6/27/2016 (STORE #D11)

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251 Perfect Brow Art Inc.	SPRING HILL MALL PAYMENT OFFICE	LEASE FOR LOCATION AT SPRING HILL MALL DATED 12/15/2017 (STORE #1338)
252 Perfect Brow Art Inc.	STAR-WEST CHICAGO RIDGE LLC	LEASE FOR LOCATION AT CHICAGO RIDGE MALL DATED 4/19/2011 (STORE #G14)
253 Perfect Brow Art Inc.	STAR-WEST CHICAGO RIDGE LLC	LEASE FOR LOCATION AT CHICAGO RIDGE MALL DATED 10/13/2014 (STORE #R1)
254 Perfect Brow Art Inc.	STAR-WEST FRANKLIN PARK MALL LLC	LEASE FOR LOCATION AT FRANKLIN PARK MALL DATED 1/19/2016 (STORE #1181)
255 Perfect Brow Art Inc.	STAR-WEST FRANKLIN PARK MALL LLC	LEASE FOR LOCATION AT FRANKLIN PARK MALL DATED 6/20/2018 (STORE #2844)
256 Perfect Brow Art Inc.	STAR-WEST FRANKLIN PARK MALL LLC	LEASE FOR LOCATION AT FRANKLIN PARK MALL DATED 9/25/2012 (STORE #B029)
257 Perfect Brow Art Inc.	STAR-WEST GREAT NORTHERN MALL, LLC	LEASE FOR LOCATION AT GREAT NORTHERN MALL KIOSK DATED 2/27/2013 (STORE #9115)
258 Perfect Brow Art Inc.	STAR-WEST GREAT NORTHERN MALL, LLC	LEASE FOR LOCATION AT GREAT NORTHERN MALL STORE DATED 9/5/2012 (STORE #800)
259 Perfect Brow Art Inc.	STONECREST MALL SPE LLC	LEASE FOR LOCATION AT THE MALL AT STONECREST DATED 1/16/2010 (STORE #2270)
260 Perfect Brow Art Inc.	STONEWOOD CENTER	LEASE FOR LOCATION AT STONEWOOD CENTER DATED 12/27/2013 (STORE #MMA2)
261 Perfect Brow Art Inc.	SUNITA BANIYA	SUBLEASE FOR SAVANNAH MALL DATED 3/7/2018 (STORE #1126)
262 Perfect Brow Art Inc.	SUPERSTITION SPRINGS CENTER	LEASE FOR LOCATION AT SUPERSTITION SPRINGS CENTER DATED 2/25/2014 (STORE #A23)
263 Perfect Brow Art Inc.	SVAP II STONES RIVER, LLC	LEASE FOR LOCATION AT STONES RIVER MALL DATED 10/9/2012 (STORE #F190)
264 Perfect Brow Art Inc.	TM NORTHLAKE MALL LP	LEASE FOR LOCATION AT NORTHLAKE MALL DATED 6/26/2014 (STORE #102)
265 Perfect Brow Art Inc.	TM WILLOW BEND SHOPS LP	LEASE FOR LOCATION AT WILLOW BEND SHOPPING CENTER DATED 6/26/2014 (STORE #123)
266 Perfect Brow Art Inc.	TOWSON TC, LLC	LEASE FOR LOCATION AT TOWSON TOWN CENTER CART (STORE #7602)
267 Perfect Brow Art Inc.	TOWSON TC, LLC	LEASE FOR LOCATION AT TOWSON TOWN CENTER STORE (STORE #1355)
268 Perfect Brow Art Inc.	UNIVERSITY PARK MALL, LLC	LEASE FOR LOCATION AT UNIVERSITY PARK MALL DATED 12/20/2012 (STORE #184)
269 Perfect Brow Art Inc.	UPS	SERVICE / PRICING AGREEMENT
270 Perfect Brow Art Inc.	VALLEY HILLS MALL LLC	LEASE FOR LOCATION AT VALLEY HILLS MALL DATED 1/14/2015 (STORE #E110)
271 Perfect Brow Art Inc.	WASHINGTON PRIME PROPERTY L. P.	LEASE FOR LOCATION AT THE OUTLET COLLECTION SEATTLE DATED 6/1/2017 (STORE SUITE #1365 / SPACE #908)
272 Perfect Brow Art Inc.	WEST COUNTY MALL CMBS, LLC	LEASE FOR LOCATION AT WEST COUNTY CENTER DATED 4/21/2015 (STORE #1005)
273 Perfect Brow Art Inc.	WEST FARMS MALL LLC	LEASE FOR LOCATION AT WEST FARMS MALL DATED 1/21/2013 (STORE #C215)
274 Perfect Brow Art Inc.	WEST TOWN MALL, LLC	LEASE FOR LOCATION AT WEST TOWN MALL DATED 3/12/2012 (STORE #1174)
275 Perfect Brow Art Inc.	WESTLAND GARDEN STATE PLAZA	LEASE FOR LOCATION AT GARDEN STATE PLAZA DATED 12/28/2016 (STORE #1153)
276 Perfect Brow Art Inc.	WHEATON PLAZA REGIONAL SHOPPING CENTER LLP	LEASE FOR LOCATION AT WHEATON MALL STORE DATED 6/19/2017 (STORE #9119)
277 Perfect Brow Art Inc.	WHEATON PLAZA REGIONAL SHOPPING CENTER LLP	LEASE FOR LOCATION AT WHEATON MALL STORE DATED 5/13/2014 (STORE #G10E)
278 Perfect Brow Art Inc.	WHEATON PLAZA REGIONAL SHOPPING CENTER LLP	LEASE FOR LOCATION AT WHEATON MALL STORE DATED 1/13/2017 (STORE #P120)
279 Perfect Brow Art Inc.	WOODFIELD MALL, LLC	LEASE FOR LOCATION AT WOODFIELD MALL DATED 5/2/2012 (STORE #E125)
280 Perfect Brow Art Inc.	WOODLAND HILLS MALL LLC,	LEASE FOR LOCATION AT WOODLAND HILLS MALL DATED 12/16/2011 (STORE #150C)
281 Perfect Brow Art Inc.	WOODLAND HILLS MALL LLC,	LEASE FOR LOCATION AT WOODLAND HILLS MALL DATED 1/5/2014 (STORE #264C)
282 Perfect Brow Art Inc.	WORLDPAY INTEGRATED PAYMENTS, LLC	MERCHANT AGREEMENT RE: MERCHANT ID #4445021763433 (BROW ART 23 - ROLLING OAKS TX)

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283 Perfect Brow Art Inc.	WORLDPAY INTEGRATED PAYMENTS, LLC	MERCHANT AGREEMENT RE: MERCHANT ID #4445024607911 (BROW ART 23 - MALL AT TUTTLE OH)
284 Perfect Brow Art Inc.	WORLDPAY INTEGRATED PAYMENTS, LLC	MERCHANT AGREEMENT RE: MERCHANT ID #4445024608455 (BROW ART 23 - SANTA FE NM)
285 Perfect Brow Art Inc.	WORLDPAY INTEGRATED PAYMENTS, LLC	MERCHANT AGREEMENT RE: MERCHANT ID #4445024692640 (BROW ART 23 - LYNNHAVEN MALL VA - SPAC 0811A)
286 Perfect Brow Art Inc.	WORLDPAY INTEGRATED PAYMENTS, LLC	MERCHANT AGREEMENT RE: MERCHANT ID #4445024695387 (BROW ART 23 - INDEPENDENCE CENTER)
287 Perfect Brow Art Inc.	WORLDPAY INTEGRATED PAYMENTS, LLC	MERCHANT AGREEMENT RE: MERCHANT ID #4445024695882 (BROW ART 23 - NORTHIDGE CA)
288 Perfect Brow Art Inc.	WORLDPAY INTEGRATED PAYMENTS, LLC	MERCHANT AGREEMENT RE: MERCHANT ID #4445024695981 (BROW ART 23 - YORKTOWN IL STORE 157G)
289 Perfect Brow Art Inc.	WORLDPAY INTEGRATED PAYMENTS, LLC	MERCHANT AGREEMENT RE: MERCHANT ID #4445025625772 (BROW ART 23 - ONTARIO MILLS CA 308)
290 Perfect Brow Art Inc.	WORLDPAY INTEGRATED PAYMENTS, LLC	MERCHANT AGREEMENT RE: MERCHANT ID #4445025639617 (BROW ART 23 - BATTLEFIELD MO)
291 Perfect Brow Art Inc.	WORLDPAY INTEGRATED PAYMENTS, LLC	MERCHANT AGREEMENT RE: MERCHANT ID #4445025684100 (BROW ART 23 - LAKEWOOD CENTER CN)
292 Perfect Brow Art Inc.	WORLDPAY INTEGRATED PAYMENTS, LLC	MERCHANT AGREEMENT RE: MERCHANT ID #4445026400705 (BROW ART 23 - HOUSTON GALLERIA TX A2303)
293 Perfect Brow Art Inc.	WORLDPAY INTEGRATED PAYMENTS, LLC	MERCHANT AGREEMENT RE: MERCHANT ID #4445026451609 (BROW ART 23 - MCCAIN MALL - STORE (NO1FB36))
294 Perfect Brow Art Inc.	WORLDPAY INTEGRATED PAYMENTS, LLC	MERCHANT AGREEMENT RE: MERCHANT ID #4445026452433 (BROW ART 23 - OUTLET COLLECTION WA)
295 Perfect Brow Art Inc.	WORLDPAY INTEGRATED PAYMENTS, LLC	MERCHANT AGREEMENT RE: MERCHANT ID #4445026817197 (BROW ART 23 - SOUTH RIDGE MALL)
296 Perfect Brow Art Inc.	WORLDPAY INTEGRATED PAYMENTS, LLC	MERCHANT AGREEMENT RE: MERCHANT ID #4445026819540 (BROW ART 23 - SCOTTSDALE FASHION MALL)
297 Perfect Brow Art Inc.	WORLDPAY INTEGRATED PAYMENTS, LLC	MERCHANT AGREEMENT RE: MERCHANT ID #4445026819631 (BROW ART 23 - PARADISE VALLEY)
298 Perfect Brow Art Inc.	WORLDPAY INTEGRATED PAYMENTS, LLC	MERCHANT AGREEMENT RE: MERCHANT ID #4445026819706 (BROW ART 23 - SUPERSTITIONS SPRING CENTER)
299 Perfect Brow Art Inc.	WORLDPAY INTEGRATED PAYMENTS, LLC	MERCHANT AGREEMENT RE: MERCHANT ID #4445026891655 (BROW ART 23 - FASHION SQUARE MALL NY)
300 Perfect Brow Art Inc.	WORLDPAY INTEGRATED PAYMENTS, LLC	MERCHANT AGREEMENT RE: MERCHANT ID #4445028714733 (BROW ART 23 - CORAL RIDGE MALL)
301 Perfect Brow Art Inc.	WORLDPAY INTEGRATED PAYMENTS, LLC	MERCHANT AGREEMENT RE: MERCHANT ID #4445028714774 (BROW ART 23 - NORTH SHORE 1)
302 Perfect Brow Art Inc.	WORLDPAY INTEGRATED PAYMENTS, LLC	MERCHANT AGREEMENT RE: MERCHANT ID #4445028714881 (BROW ART 23 - NORTH SHORE 2)
303 Perfect Brow Art Inc.	WORLDPAY INTEGRATED PAYMENTS, LLC	MERCHANT AGREEMENT RE: MERCHANT ID #4445028736934 (BROW ART 23 - CRYSTAL MALL 2 (S))
304 Perfect Brow Art Inc.	WORLDPAY INTEGRATED PAYMENTS, LLC	MERCHANT AGREEMENT RE: MERCHANT ID #4445028737049 (BROW ART 23 - CRYSTAL MALL (K))
305 Perfect Brow Art Inc.	WORLDPAY INTEGRATED PAYMENTS, LLC	MERCHANT AGREEMENT RE: MERCHANT ID #4445028737155 (BROW ART 23 - PARAMUS PARK MALL)

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306 Perfect Brow Art Inc.	WORLDPAY INTEGRATED PAYMENTS, LLC	MERCHANT AGREEMENT RE: MERCHANT ID #4445029459393 (BROW ART 23 - MALL OF AMERICA #2)
307 Perfect Brow Art Inc.	WORLDPAY INTEGRATED PAYMENTS, LLC	MERCHANT AGREEMENT RE: MERCHANT ID #4445029472073 (BROW ART 23 - CHERRYVALE MALL S)
308 Perfect Brow Art Inc.	WORLDPAY INTEGRATED PAYMENTS, LLC	MERCHANT AGREEMENT RE: MERCHANT ID #4445029702529 (BROW ART 23 - UNIVERSITY PARK)
309 Perfect Brow Art Inc.	WORLDPAY INTEGRATED PAYMENTS, LLC	MERCHANT AGREEMENT RE: MERCHANT ID #7445029737764 (BROW ART 23 - LENNOX SQUARE)
310 Perfect Brow Art Inc.	WORLDPAY INTEGRATED PAYMENTS, LLC	MERCHANT AGREEMENT RE: MERCHANT ID #8788430054474 (BROW ART 23 - CHICAGO)
311 Perfect Brow Art Inc.	WORLDPAY INTEGRATED PAYMENTS, LLC	MERCHANT AGREEMENT RE: MERCHANT ID #8788430066811 (BROW ART 23 - RIDGEMAR)
312 Perfect Brow Art Inc.	WORLDPAY INTEGRATED PAYMENTS, LLC	MERCHANT AGREEMENT RE: MERCHANT ID #8788430066817 (BROW ART 23 - BROADWAY SQUARE MALL)
313 Perfect Brow Art Inc.	WORLDPAY INTEGRATED PAYMENTS, LLC	MERCHANT AGREEMENT RE: MERCHANT ID #8788430067858 (BROW ART 23 - HAWTHORNE MALL)
314 Perfect Brow Art Inc.	WORLDPAY INTEGRATED PAYMENTS, LLC	MERCHANT AGREEMENT RE: MERCHANT ID #8788430068905 (BROW ART 23 - WEST OAKS MALL)
315 Perfect Brow Art Inc.	WORLDPAY INTEGRATED PAYMENTS, LLC	MERCHANT AGREEMENT RE: MERCHANT ID #8788430069326 (BROW ART 23 - GREAT NORTHERN MALL)
316 Perfect Brow Art Inc.	WORLDPAY INTEGRATED PAYMENTS, LLC	MERCHANT AGREEMENT RE: MERCHANT ID #8788430069713 (BROW ART 23 - SOUTH PARK CENTER)
317 Perfect Brow Art Inc.	WORLDPAY INTEGRATED PAYMENTS, LLC	MERCHANT AGREEMENT RE: MERCHANT ID #8788430071101 (BROW ART 23 - BELDEN VILLAGE MALL)
318 Perfect Brow Art Inc.	WORLDPAY INTEGRATED PAYMENTS, LLC	MERCHANT AGREEMENT RE: MERCHANT ID #8788430071836 (BROW ART 23 - EASTRIDGE MALL)
319 Perfect Brow Art Inc.	WORLDPAY INTEGRATED PAYMENTS, LLC	MERCHANT AGREEMENT RE: MERCHANT ID #8788430073634 (BROW ART 23 - WEST FARMS MALL)
320 Perfect Brow Art Inc.	WORLDPAY INTEGRATED PAYMENTS, LLC	MERCHANT AGREEMENT RE: MERCHANT ID #8788430073825 (BROW ART 23 - MALL OF AMERICA)
321 Perfect Brow Art Inc.	WORLDPAY INTEGRATED PAYMENTS, LLC	MERCHANT AGREEMENT RE: MERCHANT ID #8788430074299 (BROW ART 23 - CHERRYVALE MALL)
322 Perfect Brow Art Inc.	WORLDPAY INTEGRATED PAYMENTS, LLC	MERCHANT AGREEMENT RE: MERCHANT ID #8788430074700 (BROW ART 23 - GREAT LAKES CROSSING)
323 Perfect Brow Art Inc.	WORLDPAY INTEGRATED PAYMENTS, LLC	MERCHANT AGREEMENT RE: MERCHANT ID #8788430075296 (BROW ART 23 - NORTHWOODS MALL)
324 Perfect Brow Art Inc.	WORLDPAY INTEGRATED PAYMENTS, LLC	MERCHANT AGREEMENT RE: MERCHANT ID #8788430076371 (BROW ART 23 - STAMFORD TOWN CENTER)
325 Perfect Brow Art Inc.	WORLDPAY INTEGRATED PAYMENTS, LLC	MERCHANT AGREEMENT RE: MERCHANT ID #8788430077115 (BROW ART 23 - TWELVE OAKS)
326 Perfect Brow Art Inc.	WORLDPAY INTEGRATED PAYMENTS, LLC	MERCHANT AGREEMENT RE: MERCHANT ID #8788430077921 (BROW ART 23 - MARLEY STATION)
327 Perfect Brow Art Inc.	WORLDPAY INTEGRATED PAYMENTS, LLC	MERCHANT AGREEMENT RE: MERCHANT ID #8788430078062 (BROW ART 23 - NORTHLAKE MALL)
328 Perfect Brow Art Inc.	WORLDPAY INTEGRATED PAYMENTS, LLC	MERCHANT AGREEMENT RE: MERCHANT ID #8788430080654 (BROW ART 23 - CAPITOLA)
329 Perfect Brow Art Inc.	WORLDPAY INTEGRATED PAYMENTS, LLC	MERCHANT AGREEMENT RE: MERCHANT ID #8788430080665 (BROW ART 23 - MARKET PLACE MALL)

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330 Perfect Brow Art Inc.	WORLDPAY INTEGRATED PAYMENTS, LLC	MERCHANT AGREEMENT RE: MERCHANT ID #8788430081122 (BROW ART 23 - RIVERGATE PARKWAY)
331 Perfect Brow Art Inc.	WORLDPAY INTEGRATED PAYMENTS, LLC	MERCHANT AGREEMENT RE: MERCHANT ID #8788430081946 (BROW ART 23 - LONGVIEW MALL)
332 Perfect Brow Art Inc.	WORLDPAY INTEGRATED PAYMENTS, LLC	MERCHANT AGREEMENT RE: MERCHANT ID #8788430082248 (BROW ART 23 - FOX VALLEY MALL)
333 Perfect Brow Art Inc.	WORLDPAY INTEGRATED PAYMENTS, LLC	MERCHANT AGREEMENT RE: MERCHANT ID #8788430082480 (BROW ART 23 - YORKTOWN CENTER)
334 Perfect Brow Art Inc.	WORLDPAY INTEGRATED PAYMENTS, LLC	MERCHANT AGREEMENT RE: MERCHANT ID #8788430082492 (BROW ART 23 - FAIR OAKS)
335 Perfect Brow Art Inc.	WORLDPAY INTEGRATED PAYMENTS, LLC	MERCHANT AGREEMENT RE: MERCHANT ID #8788430082495 (BROW ART 23 - CHICAGO RIDGE)
336 Perfect Brow Art Inc.	WORLDPAY INTEGRATED PAYMENTS, LLC	MERCHANT AGREEMENT RE: MERCHANT ID #8788430082497 (BROW ART 23 - WEST COUNTY MALL)
337 Perfect Brow Art Inc.	WORLDPAY INTEGRATED PAYMENTS, LLC	MERCHANT AGREEMENT RE: MERCHANT ID #8788430082498 (BROW ART 23 - SOUTH COUNTY MALL)
338 Perfect Brow Art Inc.	WORLDPAY INTEGRATED PAYMENTS, LLC	MERCHANT AGREEMENT RE: MERCHANT ID #8788430082773 (BROW ART 23 - BASSETT PLACE MALL)
339 Perfect Brow Art Inc.	WORLDPAY INTEGRATED PAYMENTS, LLC	MERCHANT AGREEMENT RE: MERCHANT ID #8788430085258 (BROW ART 23 - WHITE OAKS)
340 Perfect Brow Art Inc.	WORLDPAY INTEGRATED PAYMENTS, LLC	MERCHANT AGREEMENT RE: MERCHANT ID #8788430085822 (BROW ART 23 - CENTRAL MALL TEXARKANA)
341 Perfect Brow Art Inc.	WORLDPAY INTEGRATED PAYMENTS, LLC	MERCHANT AGREEMENT RE: MERCHANT ID #8788430091145 (BROW ART 23 - MID RIVER MALL)
342 Perfect Brow Art Inc.	WORLDPAY INTEGRATED PAYMENTS, LLC	MERCHANT AGREEMENT RE: MERCHANT ID #8788430094519 (BROW ART 23 - MESILLA VALLEY)
343 Perfect Brow Art Inc.	WORLDPAY INTEGRATED PAYMENTS, LLC	MERCHANT AGREEMENT RE: MERCHANT ID #8788430095387 (BROW ART 23 - SHOPS AT TANFORAN SQUARE)
344 Perfect Brow Art Inc.	WORLDPAY INTEGRATED PAYMENTS, LLC	MERCHANT AGREEMENT RE: MERCHANT ID #8788430097920 (BROW ART 23 - OAK PARK)
345 Perfect Brow Art Inc.	WORLDPAY INTEGRATED PAYMENTS, LLC	MERCHANT AGREEMENT RE: MERCHANT ID #8788430098942 (BROW ART 23 - BATTLEFIELD MALL)
346 Perfect Brow Art Inc.	WORLDPAY INTEGRATED PAYMENTS, LLC	MERCHANT AGREEMENT RE: MERCHANT ID #8788430098945 (BROW ART 23 - PARKDALE MALL)
347 Perfect Brow Art Inc.	WORLDPAY INTEGRATED PAYMENTS, LLC	MERCHANT AGREEMENT RE: MERCHANT ID #8788430098992 (BROW ART 23 - HOUSTON GALLERIA)
348 Perfect Brow Art Inc.	WORLDPAY INTEGRATED PAYMENTS, LLC	MERCHANT AGREEMENT RE: MERCHANT ID #8788430099421 (BROW ART 23 - PRIEN LAKE)
349 Perfect Brow Art Inc.	WORLDPAY INTEGRATED PAYMENTS, LLC	MERCHANT AGREEMENT RE: MERCHANT ID #8788430099425 (BROW ART 23 - SOUTH PARK MALL)
350 Perfect Brow Art Inc.	WORLDPAY INTEGRATED PAYMENTS, LLC	MERCHANT AGREEMENT RE: MERCHANT ID #8788430104020 (BROW ART 23 - KILEEN MALL)
351 Perfect Brow Art Inc.	WORLDPAY INTEGRATED PAYMENTS, LLC	MERCHANT AGREEMENT RE: MERCHANT ID #8788430104073 (BROW ART 23 - IRVING MALL)
352 Perfect Brow Art Inc.	WORLDPAY INTEGRATED PAYMENTS, LLC	MERCHANT AGREEMENT RE: MERCHANT ID #8788430111752 (BROW ART 23 - CORPORATE)
353 Perfect Brow Art Inc.	WORLDPAY INTEGRATED PAYMENTS, LLC	MERCHANT AGREEMENT RE: MERCHANT ID #8788430114970 (BROW ART 23 - VALLEY HILLS (MCKEY))
354 Perfect Brow Art Inc.	WORLDPAY INTEGRATED PAYMENTS, LLC	MERCHANT AGREEMENT RE: MERCHANT ID #8788430117682 (BROW ART 23 - WESTGATE)
355 Perfect Brow Art Inc.	WORLDPAY INTEGRATED PAYMENTS, LLC	MERCHANT AGREEMENT RE: MERCHANT ID #8788430120197 (BROW ART 23 - CENTRAL MALL PORT ARTHUR)

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356 Perfect Brow Art Inc.	WORLDPAY INTEGRATED PAYMENTS, LLC	MERCHANT AGREEMENT RE: MERCHANT ID #8788430120329 (BROW ART 23 - OPRY MILLS MALL)
357 Perfect Brow Art Inc.	WORLDPAY INTEGRATED PAYMENTS, LLC	MERCHANT AGREEMENT RE: MERCHANT ID #8788430123272 (BROW ART 23 - MALL AT GREENHILLS)
358 Perfect Brow Art Inc.	WORLDPAY INTEGRATED PAYMENTS, LLC	MERCHANT AGREEMENT RE: MERCHANT ID #8788430123273 (BROW ART 23 - WEST TOWN MALL)
359 Perfect Brow Art Inc.	WORLDPAY INTEGRATED PAYMENTS, LLC	MERCHANT AGREEMENT RE: MERCHANT ID #8788430124747 (BROW ART 23 - SUMMIT)
360 Perfect Brow Art Inc.	WORLDPAY INTEGRATED PAYMENTS, LLC	MERCHANT AGREEMENT RE: MERCHANT ID #8788430124754 (BROW ART 23 - RICHLAND MALL)
361 Perfect Brow Art Inc.	WORLDPAY INTEGRATED PAYMENTS, LLC	MERCHANT AGREEMENT RE: MERCHANT ID #8788430127331 (BROW ART 23 - COLLEGE MALL)
362 Perfect Brow Art Inc.	WORLDPAY INTEGRATED PAYMENTS, LLC	MERCHANT AGREEMENT RE: MERCHANT ID #8788430135078 (BROW ART 23 - FRANKLIN PARK MALL)
363 Perfect Brow Art Inc.	WORLDPAY INTEGRATED PAYMENTS, LLC	MERCHANT AGREEMENT RE: MERCHANT ID #8788430135082 (BROW ART 23 - GREAT LAKES MALL)
364 Perfect Brow Art Inc.	WORLDPAY INTEGRATED PAYMENTS, LLC	MERCHANT AGREEMENT RE: MERCHANT ID #8788430135851 (BROW ART 23 - WOLF CHASE CENTER)
365 Perfect Brow Art Inc.	WORLDPAY INTEGRATED PAYMENTS, LLC	MERCHANT AGREEMENT RE: MERCHANT ID #8788430135853 (BROW ART 23 - OAK COURT GALLERIA)
366 Perfect Brow Art Inc.	WORLDPAY INTEGRATED PAYMENTS, LLC	MERCHANT AGREEMENT RE: MERCHANT ID #8788430138423 (BROW ART 23 - STONES RIVER MALL)
367 Perfect Brow Art Inc.	WORLDPAY INTEGRATED PAYMENTS, LLC	MERCHANT AGREEMENT RE: MERCHANT ID #8788430140895 (BROW ART 23 - ECOMMERCE)
368 Perfect Brow Art Inc.	WORLDPAY INTEGRATED PAYMENTS, LLC	MERCHANT AGREEMENT RE: MERCHANT ID #8788430144212 (BROW ART 23 - PARK CITY CENTER)
369 Perfect Brow Art Inc.	WORLDPAY INTEGRATED PAYMENTS, LLC	MERCHANT AGREEMENT RE: MERCHANT ID #8788430144214 (BROW ART 23 - FAIRLANE TOWNE CENTER)
370 Perfect Brow Art Inc.	WORLDPAY INTEGRATED PAYMENTS, LLC	MERCHANT AGREEMENT RE: MERCHANT ID #8788430150079 (BROW ART 23 - UNIVERSITY PARK MALL)
371 Perfect Brow Art Inc.	WORLDPAY INTEGRATED PAYMENTS, LLC	MERCHANT AGREEMENT RE: MERCHANT ID #8788430151714 (BROW ART 23 - GREAT NORTHERN MALL KIOSK)
372 Perfect Brow Art Inc.	WORLDPAY INTEGRATED PAYMENTS, LLC	MERCHANT AGREEMENT RE: MERCHANT ID #8788430166544 (BROW ART 23 - CHAPEL HILLS MALL)
373 Perfect Brow Art Inc.	WORLDPAY INTEGRATED PAYMENTS, LLC	MERCHANT AGREEMENT RE: MERCHANT ID #8788430166607 (BROW ART 23 - GLENBROOK SQUARE)
374 Perfect Brow Art Inc.	WORLDPAY INTEGRATED PAYMENTS, LLC	MERCHANT AGREEMENT RE: MERCHANT ID #8788430166611 (BROW ART 23 - WILLOW BEND)
375 Perfect Brow Art Inc.	WORLDPAY INTEGRATED PAYMENTS, LLC	MERCHANT AGREEMENT RE: MERCHANT ID #8788430166613 (BROW ART 23 - HAYWOOD MALL)
376 Perfect Brow Art Inc.	WORLDPAY INTEGRATED PAYMENTS, LLC	MERCHANT AGREEMENT RE: MERCHANT ID #8788430175479 (BROW ART 23 - STONEWOOD CENTER)
377 Perfect Brow Art Inc.	WORLDPAY INTEGRATED PAYMENTS, LLC	MERCHANT AGREEMENT RE: MERCHANT ID #8788430175482 (BROW ART 23 - SOUTHDAL MALL)
378 Perfect Brow Art Inc.	WORLDPAY INTEGRATED PAYMENTS, LLC	MERCHANT AGREEMENT RE: MERCHANT ID #8788430175485 (BROW ART 23 - RICHMOND TOWN CENTER)
379 Perfect Brow Art Inc.	WORLDPAY INTEGRATED PAYMENTS, LLC	MERCHANT AGREEMENT RE: MERCHANT ID #8788430191398 (BROW ART 23 - AOLIET MALL)

Perfect Brow Art, Inc., et al.
Schedule of Contracts and Leases

Debtor	Contract /Lease Counterparty	Description of Contract/Lease
380 Perfect Brow Art Inc.	WORLDPAY INTEGRATED PAYMENTS, LLC	MERCHANT AGREEMENT RE: MERCHANT ID #8788430314726 (BROW ART 23 - SOUTHLANDMALL)
381 Perfect Brow Art Inc.	WORLDPAY INTEGRATED PAYMENTS, LLC	MERCHANT AGREEMENT RE: MERCHANT ID #8788430314874 (BROW ART 23 - OLD HICKORY MALL TN)
382 Perfect Brow Art Inc.	WORLDPAY INTEGRATED PAYMENTS, LLC	MERCHANT AGREEMENT RE: MERCHANT ID #8788430375842 (BROW ART 23 - LYNNHAVEN PKWY)
383 Perfect Brow Art Inc.	YTC MALL OWNER LLC	LEASE FOR LOCATION AT YORKTOWN CENTER STORE DATED 7/14/2016 (STORE #1576)
384 Puerto Rico	CAPPARRA CENTER ASSOCIATES LLC	LEASE FOR LOCATION AT SAN PATRICIO PLAZA DATED 10/21/2013 (STORE #105)
385 Puerto Rico	DDR DEL SOL LLC, SE	LEASE FOR LOCATION AT PLAZA DEL SOL DATED 4/5/2017 (STORE #1607)
386 Puerto Rico	DDR NORTE, LLC SE	LEASE FOR LOCATION AT PLAZA DEL NORTE DATED 3/25/2015 (STORE #900212)
387 Puerto Rico	KIM-SAM PR RETAIL, LLC	LEASE FOR LOCATION AT PLAZA CENTRO DATED 8/18/2015 (STORE #86)
388 Puerto Rico	PLAZA CAROLINA MALL, LP	LEASE FOR LOCATION AT PLAZA CAROLINA DATED 6/26/2014 (STORE #142)
389 Puerto Rico	PLAZA INTERNACIONAL PUERTO RICO LLC	LEASE FOR LOCATION AT MALL AT SAN JUAN DATED 6/26/2014 (STORE #119)
390 Puerto Rico	WORLDWIDE PAYMENT SERVICES, INC.	MERCHANT AGREEMENT RE: MERCHANT ID #400000002224 (PLAZA DEL NORTE)
391 Puerto Rico	WORLDWIDE PAYMENT SERVICES, INC.	MERCHANT AGREEMENT RE: MERCHANT ID #400000002225 (PLAZA DEL SOL)
392 Puerto Rico	WORLDWIDE PAYMENT SERVICES, INC.	MERCHANT AGREEMENT RE: MERCHANT ID #400000002244 (PLAZA CENTRO)
393 Puerto Rico	WORLDWIDE PAYMENT SERVICES, INC.	MERCHANT AGREEMENT RE: MERCHANT ID #400000002390 (SAN PATRICIO)
394 Puerto Rico	WORLDWIDE PAYMENT SERVICES, INC.	MERCHANT AGREEMENT RE: MERCHANT ID #400000002582 (MALL OF SAN JUAN)
395 Puerto Rico	WORLDWIDE PAYMENT SERVICES, INC.	MERCHANT AGREEMENT RE: MERCHANT ID #8788430189467 (PLAZA CAROLINA)

SCHEDULE 1.4(b)

ASSUMED CONTRACTS AND LEASES

SCHEDULE 3.1

ASSUMED LIABILITIES

1. All Liabilities under the Assumed Contracts and Assumed Leases to the extent such Liabilities arise after the Closing, including, but not limited to any and all liabilities for obligations arising under the Assumed Leases with respect to any accruing and not yet due adjustments or reconciliations (including, without limitation, for royalties, percentage rent, utilities, taxes, common area or other maintenance charges, insurance, fees, or other charges) arising under the Assumed Leases when billed in the ordinary course regardless of whether such obligations are attributable to the period prior to the Closing, in each case subject to the terms and conditions of the Assumed Leases;
2. all Liabilities relating to or arising out of the ownership or operation of the Owned Stores operating under an Assumed Lease or any Purchased Asset after the Closing; and
3. all Liabilities for gift cards and gift certificates.

SCHEDULE 6.9

LITIGATION

Locks Rock, Inc.	Case/Cause	Opposing Party	Case No.	County
ALL		All Brow Art entities in the sale of the company		
Locks Rock, Inc.	Fox Valley Mall LLC v. Locks Rock, Inc. and Perfect Brow Art Inc.	David Vellias,	Case No. 17 L 869	DuPage County
Ooh La La Beauty Bar Franchise Inc.	Franchisee v. Ooh La La Beauty Bar Franchise Inc.	Franchisee		
P. B. Art Franchise	Franchisee v. P. B. Art Franchise	Franchisee		
Perfect Brow Florida Inc	Ahsa Logan v. Perfect Brow Florida Inc	Ahsa Logan	EEOC #15D01700327 FCHR #2017-00432 DOAH Case # 17-5005 FCHR Order # 18-038	Commission of Human Relations
Perfect Brow Art, Inc.	1426 N Parham Road, LC aka Regency Mall VA (Mall) v. Perfect Brow Art, Inc.	1426 N Parham Road, LC aka Regency Mall VA (Mall)	Case No. CL18-3811	Circuit Court of Henrico County, VA
Perfect Brow Art, Inc.	Abigail Collins (Customer) v. Perfect Brow Art, Inc.	Abigail Collins (Customer)	Claim #Y43L71899	Insurance Case
Perfect Brow Art Inc.	Budget Rental Car v. Perfect Brow Art Inc.	Budget Rental Car	Claim # 1691792231	Collection Company
Perfect Brow Art Inc.	Cassandra Hall (Customer) v. Perfect Brow Art Inc.	Cassandra Hall (Customer)	Cause # DC-17-06865 Claim # 10087191 Lib Ins Policy # NN569326	191st District Court Dallas TX
Perfect Brow Art Inc.	Cassandra Hall (Customer) v. Perfect Brow Art Inc.	Cassandra Hall (Customer)	Cause # DC-17-06865 Claim # 10087191 Lib Ins Policy # NN569326	191st District Court Dallas TX
Perfect Brow Art Inc.	Chesterfield Mall (Mall) v. Perfect Brow Art Inc.	Chesterfield Mall (Mall)	Demand for payment	
Perfect Brow Florida Inc	Citrus Park Venture LP (Landlord) v. Perfect Brow Florida Inc	Citrus Park Venture LP (Landlord)	Case No 0083.0054	
Perfect Brow Puerto Rico Inc.	DOR Del Sol LLC (Mall) v. Perfect Brow Puerto Rico Inc.	DOR Del Sol LLC (Mall)	Civ # BY2018CV04447	Bayam
Perfect Brow Art Inc.	Independence Center LLC (Landlord) v. Perfect Brow Art Inc.	Independence Center LLC (Landlord)		
Perfect Brow Art, Inc.	Lipscomb University v. Perfect Brow Art, Inc.	Lipscomb University	Case # 15GC17936	
Locks Rock Inc.	Mall at St Matthews (Landlord) v. Locks Rock Inc.	Mall at St Matthews (Landlord)		
Perfect Brow Art, Inc.	Mall at Tuttle Crossing, LLC (Landlord) v. Perfect Brow Art, Inc.	Mall at Tuttle Crossing, LLC (Landlord)	18CV-10-9052	Clerk of Franklin County Common Pleas Court, Columbus OH 43215
Locks Rock Inc.	Mayfair Mall, LLC (Landlord) v. Locks Rock Inc.	Mayfair Mall, LLC (Landlord)	Case # 16-SC-028948	Milwaukee County Court House
Perfect Brow Puerto Inc.	San Patricio/Caparra Center Asociados, LLC (Landlord) v. Perfect Brow Puerto Inc.	San Patricio/Caparra Center Asociados, LLC (Landlord)		
Perfect Brow Art, Inc.	San Tan Village (Mall) v. Perfect Brow Art, Inc.	San Tan Village (Mall)	Case no 2018-LM-013206	Clerk of the Shawnee County District Court
Locks Rock Inc.	Stonebriar Mall, LLC (Landlord) v. Locks Rock Inc.	Stonebriar Mall, LLC (Landlord)		
Perfect Brow New York, Inc.	The Mall of Bay Plaza (Mall) v. Perfect Brow New York, Inc.	The Mall of Bay Plaza (Mall)	File # 24287	Court of Common Pleas, Philadelphia County, PA
Perfect Brow Art, Inc.	Westridge KS (Mall) v. Perfect Brow Art, Inc.	Westridge KS (Mall)	Case no 2018-LM-013206	Clerk of the Shawnee County District Court
Perfect Brow Art, Inc.	WM Ridgmar L.P. (Mall) v. Perfect Brow Art, Inc.	WM Ridgmar L.P. (Mall)		Superior Court of the State of Arizona In and for the County of Maricopa
Locks Rock Inc.	Scottsdale Fashion Square, LLC v Perfect Browart Inc and Locks Rock Inc.	Scottsdale Fashion Mall LLC	VV2018-007620	
Perfect Brow Florida Inc		Scott Pedersen	Claim # 2019392170	
Perfect Brow Florida Inc		Bahar Vaisi	Claim #201939653	

EXHIBIT B

**NOTICE OF (I) DESIGNATION OF STALKNG HORSE BIDDDER AND (II)
CONTINUED AUCTION DATE AND RELATED DEADLINES**

UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

In re:

PERFECT BROW ART, INC., *et al.*

Debtors.¹

)
) Chapter 11
)
) Case No. 19-01811
) (Jointly Administered)
)
) Honorable Donald R. Cassling
)

**NOTICE OF (I) DESIGNATION OF STALKING HORSE BIDDER AND (II)
CONTINUED AUCTION DATE AND RELATED DEADLINES**

**TO: ALL COUNTERPARTIES TO THE DEBTORS' CONTRACTS AND LEASES
PLEASE TAKE NOTICE:**

Sale Motion: On May 30, 2019, the Debtors filed their motion for entry of (a) an order (the "*Bidding Procedures Order*") (i) approving procedures for the sale (the "*Sale*") of substantially all of the Debtors' assets (the "*Purchased Assets*") to the successful bidder (the "*Successful Bidder*"); (ii) scheduling an auction; (iii) establishing procedures for the assumption and assignment of assumed contracts and leases (the "*Assignment and Assumption Procedures*"); (iv) approving the form and manner of notices associated with the Sale and Assumption and Assignment Procedures; (v) scheduling a final hearing to consider approval of the Sale of the Purchased Assets; (b) entry of an order (the "*Sale Order*") approving the Sale of the Purchased Assets to the Successful Bidder; and (c) granting related relief. [Docket No. 267]. On June 10, 2019, the Bankruptcy Court entered the Bidding Procedures Order, including approving the Assignment and Assumption Procedures. [Docket No. 293].

Postponement of Auction: The Debtors did not receive any Qualified Bids on or prior to the Bid Deadline and postponed the Auction [Docket No. 335].

Designation of Stalking Horse Bidder: On July [10,] 2019, the Court entered the Amended and Restated Bidding Procedures Order and Brow Art 23 LLC (the "*Stalking Horse*") was designated as the "stalking horse bidder." [Docket No. ____]. All capitalized terms used herein but not defined shall have the meanings attributed to such terms in the Amended and Restated Bidding Procedures Order.

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal taxpayer-identification number, are: (i) Perfect Brow Art, Inc. (5731), (ii) Perfect Brow Florida, Inc. (5602), (iii) Perfect Brow Puerto Rico, Inc. (3497), (iv) Perfect Brow New York, Inc. (2041), (v) Locks Rock, Inc. (5046), (vi) P.B. Art Franchise, Inc. (0026), (vii) Perfect Brow Oakland, Inc. (5727), and (viii) Ooh La La Beauty Bar Franchise, Inc. (0714).

Rescheduling of Auction: The Debtors, having received a Stalking Horse Bid, have rescheduled the Auction for **July 19, 2019 at 10:00 a.m.** (the "*Auction Date*") at the offices of the Debtors' counsel, Levenfeld Pearlstein, LLC, 2 N. LaSalle Street, Suite 1300, Chicago, Illinois 60602.

Sale of Assets: The Debtors shall offer the Purchased Assets, via the Auction, free and clear of existing liens and security interests to the extent provided for in section 363 of the Bankruptcy Code. Additional detail on the Assets can be obtained by contacting Ravinia Capital, LLC, the Debtors' investment banker, 185 N. Franklin, Third Floor, Chicago, IL 60606, David Bergal, (551) 795-4769, dbergal@raviniacapitalllc.com or John Kemp, (630) 215-9383, jwk@raviniacapitalllc.com.

Bid Deadlines: The deadline to submit offers for the Purchased Assets is **July 18, 2019 at 5:00 p.m. (Central Time)** (the "*Bid Deadline*").

Supplemental Cure Objection Deadline: The deadline to supplement any objections to the Cure Notice is **July 23, 2019 at 5:00 p.m. (Central Time)**.

Adequate Assurance Information. On or before July 12, 2019, the Debtors shall serve, on a confidential basis, the Stalking Horse Bidder's Adequate Assurance Information (as defined in the Assumption and Assignment Procedures) by overnight mail on each Counterparty to the Contracts and Leases, and their counsel, in accordance with Paragraph 2(a) of the Amended and Restated Bidding Procedures Order, and each of the Notice Parties (as defined in the Assumption and Assignment Procedures). Within one (1) business day of the Auction, the Debtors shall serve the Adequate Assurance Information for the Successful Bidder and the Backup Bidder to the extent not previously provided pursuant to Paragraph 2(a) of the Amended and Restated Bidding Procedures Order by overnight mail along with the Auction Results Notice.

Sale Objection Deadline and Deadline to Object to Adequate Assurance. The deadline to object to the entry of the Sale Order and to adequate assurance is **July 26, 2019 at 5:00 p.m. (Central Time)**.

Final Hearing. The Final Hearing shall be on **July 30, 2019 at 1:00 p.m. (Central Time)** before the Honorable Donald R. Cassling, United States Bankruptcy Judge, in the United States Bankruptcy Court for the Northern District of Illinois, 219 South Dearborn Street, Courtroom 619, Chicago, Illinois 60604. Copies of the Sale Motion (including the form purchase agreement) the Bidding Procedures Order and the Amended and Restated Bidding Procedures Order are available upon request to Stretto, the Debtors' noticing agent, at (855) 812-6112 and are available for download at <https://case.stretto.com/perfectbrowart/docket>.

Submission of Offers: All potential buyers desiring to bid at the Auction shall be required to comply with the terms of the Bidding Procedures to be attached to the Amended Bid Procedures Order as Exhibit 1. Among other things, (i) all bids must be in the form of the purchase agreement attached as Exhibit 1 to the Bidding Procedures; (ii) all bids must be received by the Bid Deadline as provided for in the Bidding Procedures; and (iii) potential bidders must demonstrate to the Debtors the financial ability to close the proposed transaction. **The minimum bid for the Purchased Assets shall be \$4,130,000.**

Dated: July __, 2019

Respectfully submitted,

PERFECT BROW ART, INC., ET AL.

By: /s/ Harold D. Israel

Harold D. Israel

Jamie L. Burns

LEVENFELD PEARLSTEIN, LLC

2 N. LaSalle Street, Suite 1300

Chicago, Illinois 60602

Telephone: (312) 346-8380

Facsimile: (312) 346-8434

Attorneys for the Debtors