

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
)
_____)

NOTICE OF MOTION

PLEASE TAKE NOTICE that on **September 10, 2019 at 1:00 p.m.**, or as soon thereafter as counsel may be heard, we will appear before the Honorable Donald R. Cassling, or any judge sitting in his stead, in Room 619 of the Everett McKinley Dirksen Building, 219 South Dearborn Street, Chicago, Illinois 60602, and then and there present the *Debtors' Motion for Entry of an Order (A) Granting Relief From Judgment From Sale Order and (B)(I) Approving the Asset Purchase Agreement Among Seller and New Buyer, (II) Authorizing the Sale of Certain of the Debtors' Assets Free And Clear of Liens, Claims, Interests And Encumbrances, (III) Authorizing the Assignment of Certain Executory Contracts and Leases in Connection Therewith, and (IV) Granting Related Relief.*

Dated: August 29, 2019

Respectfully submitted,

PERFECT BROW ART, INC., ET AL.

By: /s/ Harold D. Israel

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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).

CERTIFICATE OF SERVICE

I, Harold D. Israel, the undersigned attorney, hereby certify that on August 29, 2019, I caused a copy of the *Notice of Motion* and *Debtors' Motion for Entry of an Order (A) Granting Relief From Judgment From Sale Order and (B)(I) Approving the Asset Purchase Agreement Among Seller and Buyer, (II) Authorizing the Sale of Certain of the Debtors' Assets Free And Clear of Liens, Claims, Interests And Encumbrances, (III) Authorizing the Assignment of Certain Executory Contracts and Leases in Connection Therewith, and (IV) Granting Related Relief* to be filed via the Court's ECF system and served upon the parties registered to receive ECF notice as indicated below.

VIA CM/ECF

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/s/ Harold D. Israel _____
Harold D. Israel

**UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

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

**DEBTORS' MOTION FOR ENTRY OF ORDER (A) GRANTING RELIEF FROM
JUDGMENT FROM SALE ORDER AND (B)(I) APPROVING THE ASSET PURCHASE
AGREEMENT AMONG SELLER AND NEW BUYER, (II) AUTHORIZING THE SALE
OF CERTAIN OF THE DEBTORS' ASSETS FREE AND CLEAR OF LIENS, CLAIMS,
INTERESTS AND ENCUMBRANCES, (III) AUTHORIZING ASSIGNMENT OF
CERTAIN EXECUTORY CONTRACTS AND LEASES IN CONNECTION
THEREWITH, AND (IV) GRANTING RELATED RELIEF**

The above-captioned debtors and debtors in possession (collectively, the “*Debtors*”) hereby file this motion (the “*Second Sale Motion*”) pursuant to sections 363, 365, 1107(a), and 1108 of title 11 of the United States Code (the “*Bankruptcy Code*”), Rules 2002, 6004, 6006, 9007, and 9014 of the Federal Rules of Bankruptcy Procedure (the “*Bankruptcy Rules*”) Bankruptcy Rule 9024 and Federal Rule of Civil Procedure 60(b) (“*Rule 60(b)*”) for entry of an Order (A) Granting Relief From Judgment from that certain Order (i) Approving the Asset Purchase Agreement Among Seller and Buyer, (ii) Authorizing the Sale of Certain of the Debtors’ Assets Free And Clear of Liens, Claims, Interests And Encumbrances, (iii) Authorizing the Assumption and Assignment of Certain Executory Contracts and Leases in Connection

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).

Therewith, and (iv) Granting Related Relief entered by the Court on July 30, 2019 (the “*Sale Order*”) [Docket No. 425] and (B) (i) Approving the Asset Purchase Agreement Among Seller and New Buyer (as defined herein); (ii) Authorizing the Sale of Certain of the Debtors’ Assets Free And Clear of Liens, Claims, Interests And Encumbrances, (iii) Authorizing the Assignment of Certain Executory Contracts and Leases in Connection Therewith and, (iv) Granting Related Relief (the “*Second Sale Order*”). In support of the Second Sale Motion, the Debtors submit the Declaration of Harold D. Israel in Support of the Second Sale Motion the (“*Israel Decl.*”), the Declaration of Michael S. Friman in Support of the Second Sale Motion (the “*Friman Decl.*”) and respectfully state as follows:

JURISDICTION AND VENUE

1. The Court has jurisdiction over this matter pursuant to 28 U.S.C. § 1334. This is a core proceeding pursuant to 28 U.S.C. § 157(b).
2. Venue is proper in this District pursuant to 28 U.S.C. §§ 1408 and 1409.

BACKGROUND

3. On January 22, 2019 (the “*Petition Date*”), each of the Debtors filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code (the “*Chapter 11 Cases*”) in the United States Bankruptcy Court for the Northern District of Illinois (the “*Court*”). The Debtors are operating their businesses and managing their properties as debtors-in-possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code.
4. On February 13, 2019, the United States Trustee (the “*UST*”) appointed the Official Committee of Unsecured Creditors (the “*Committee*”) [Docket No. 96]. No trustee or examiner has been appointed in these chapter 11 cases.
5. Factual background relating to the Debtors’ business and its commencement of

these Chapter 11 Cases is set forth in the *Declaration of Elizabeth Porikos-Gorgees in Support of Debtors' Chapter 11 Petitions and First Day Motions* filed on the Petition Date and incorporated herein by reference [Docket No. 3].

6. On May 30, 2019, the Debtors filed their *Motion for Entry of (a) an Order (i) Approving Procedures (the "Bidding Procedures") for the Sale of Substantially all of the Debtors' Assets (the "Purchased 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; (b) an Order Approving the Sale to the Successful Bidder; and (c) Granting Related Relief (the "Sale Motion").* [Docket No. 267].

7. A description of the sales and marketing process is set forth in the Sale Motion. At the hearing (the "*Sale Hearing*") on the Sale Motion, the Court accepted into evidence the (i) Declaration of John Kemp ("*Kemp Declaration*") in support of Sale Motion [Docket No. 410] and (ii) Declaration of Charles Berk in support of Sale Motion [Docket No. 411] ("*Berk Declaration*"). The Court also heard testimony ("*Berk Testimony*") from Mr. Berk and took judicial notice of the following documents:

- a. Affidavit of Service of Sale Motion [Docket No. 269]
- b. Notice of Assignment and Assumption of Lease provided under the Original Bidding Procedures Order [Docket No 295 and 296]
- c. Sale Notice (Auction Notice) [Docket Nos. 297 and 298]
- d. Affidavit of Service of Sale Notice and Notice of Assignment and Assumption [Docket No. 303]
- e. Affidavit of Service – Sale Notice [Docket No. 342]
- f. Affidavit of Service of Sale Notice and Notice of Assumption and Assignment, plus Order Establishing Bar Dates, Proof of Claim Form [Docket No. 343]
- g. Affidavit of service of Sale Notice [Docket No. 378]
- h. Notice of Postponement of Auction [Docket Nos. 335 and 336]

- i. Order Denying Motion to Reconsider Original Bidding Procedures Order [Docket No. 373]
- j. Amended and Restated Bidding Procedures Order [Docket No. 383]
- k. Affidavit of Service of Designation of Stalking Horse Bidder and Continued Auction date and Docket No. Initial adequate assurance [Docket No. 385]
- l. Notice of Auction Results [Docket No. 397]
- m. Affidavit of Service of Auction Results and Additional Adequate Assurance [Docket No. 405]
- n. Notice of Filing of Certificate Publication [Docket No. 409]
- o. Notice of Assumed Contracts [Docket No. 412]
- p. Affidavit of Service – Notice of Assumed Contracts [Docket No. 414]

Collectively, the “*Original Sale Filings*.”²

8. Following the Sale Hearing, on July 30, 2019, this Court entered Sale Order.

9. Despite the lack of a financing contingency in the Purchase Agreement, the Buyer was unable to close on the Purchase Agreement on or before the “drop dead date” of August 19, 2019 due to a lack of funds. On August 20, 2019, the Debtors sent the notice of default attached to the Friman Declaration as Exhibit 1 and on August 21, 2019, Debtors’ counsel sent an email to Buyer’s counsel that stated as follows:

The Debtors have consulted with the Committee and, notwithstanding Brow Art’s default under the APA, if Brow Art (i) makes a nonrefundable deposit to the Debtors in the amount of \$1,000,000 on or before 12:00 noon Chicago time on August 22, 2019 (wired funds or provide a Fed Wire Reference Number); and (ii) agrees to close on or before August 26, 2019 (or such other date acceptable to the Debtors after consulting the committee), the Debtors will proceed to a closing under the APA. Otherwise the Debtors’ estates will be terminating the APA and going with the other bidder (who is bidding \$500,000 less than your client). The Debtors and their estates reserve their rights to recover their damages in the event that they proceed with the other bidder.

See email dated 3:45 p.m. on August 21, 2019 from Harold Israel to Pamela Mills and William Hackney attached to the Israel Decl. as Exhibit 1.

² The Debtors have ordered a transcript of the Sale Hearing and will file such transcript with the Court as soon as it is available.

10. Prior to sending the foregoing email, counsel for the Debtors, after consulting with the Committee, reached out to counsel for Brow Art Management LLC (“BAM” or “New Buyer”). BAM is the entity that made the “upset bid” that was disclosed at the Sale Hearing. Counsel inquired whether BAM would be interested in stepping into the shoes of the Buyer if Buyer failed to make the deposit. *See* email dated 11:18 a.m. on August 21, 2019 from Harold Israel to Nathan Rugg attached as Exhibit 2 to the Israel Decl. BAM’s counsel made a counterproposal as set forth in the email dated 2:57 p.m. on August 21, 2019 from Nathan Rugg to Harold Israel attached to the Israel Decl. as Exhibit 3. After consulting with Committee counsel, the Debtors accepted the offer set forth in Mr. Rugg’s email.

11. The \$1.0 million was not received from Buyer by noon on August 22, 2019, and the Debtors, after consulting with the Committee, sent the letter attached to the Friman Decl. as Exhibit 2 terminating the Purchase Agreement.

12. Shortly thereafter, the Debtors informed BAM’s counsel that that the \$1.0 million deposit was not timely made. BAM’s counsel subsequently confirmed that his client was ready to proceed, and BAM deposited \$450,000 as a good faith deposit on August 22, 2019.

13. On July 30, 2019, the Debtors and BAM entered into an Asset Purchase Agreement (the “BAM Purchase Agreement”). A copy of the BAM Purchase Agreement is attached hereto as **Exhibit A**. A redline comparing the BAM Purchase Agreement to the Purchase Agreement is attached hereto as **Exhibit B**. On the date hereof, the Debtors and BAM entered into that certain First Amendment to Asset Purchase Agreement (the “BAM First

³ The forgoing summary is subject in all respects to the New Purchase Agreement. In the event of a conflict, the terms of the New Purchase Agreement shall govern. Any capitalized term not defined in the Second Sale Motion shall have the meaning attributed to such term in the New Purchase Agreement.

Amendment” attached hereto as **Exhibit C** and collectively with the BAM Purchase Agreement and any amendments that may be entered into after the date hereof, the “*New Purchase Agreement*”). The Purchase Agreement and the New Purchase Agreement are substantially identical except as follows (nonmaterial, typographical or conforming changes excluded):

Term	Purchase Agreement	New Purchase Agreement
Purchaser	Brow Art 23 LLC	Brow Art Management, LLC (Preamble of BAM Purchase Agreement)
Sellers	Initial inclusion of Locks Rocks, Inc. (Preamble of Purchase Agreement) and subsequent exclusion because no Locks Rocks assets are being sold in the New Purchase Agreement (Third Amendment to Purchase Agreement) (only amendment) (not attached)	Removal of Locks Rocks, Inc. because no Locks Rocks assets are being sold in the New Purchase Agreement (First Amendment at Fourth Whereas Clause; § 1.9)
INVOLVEMENT OF INSIDER	None	Elizabeth Porikos-Gorgees will be a consultant for BAM, focusing on business development and store locations. Ms. Porikos-Gorgees will have no ownership in BAM as of closing and there is no agreement to provide her an ownership interest in BAM in the future.
Purchased Assets		Inclusion of word “interests” in Section 1.2 (BAM Purchase Agreement at § 1.2)
Intellectual Property and Schedule 1.3	Includes sale of domestic rights to Intellectual Property (Purchase Agreement at the third “WHEREAS” recital; and §§ (1.2, 1.2(f), 6.4, and 6.5) International rights to Intellectual Property listed as an Excluded Asset (Purchase Agreement at item 3 of Schedule 1.3)	Modified to eliminate the word “domestic” (First Amendment at § 1.11); Item 3 of Schedule 1.3 deleted (First Amendment at § 1.1)
Specific Representation and Warranty	None	Representation and warranty that the Seller, to the best of its knowledge, owns only domestic

related to lack of foreign Intellectual Property		Intellectual Property and does not own foreign Intellectual Property (First Amendment at §1.10)
Assumption and Assignment of Contracts	Right to Assume and Assign after execution of Purchase Agreement (Purchase Agreement at § 1.4; First Amendment to Purchase Agreement at § 1.3) (attached to Sale Order)	Identifies all Assumed Contracts and Leases, which are identical to those designated by Buyer as set forth in Docket No. 412 (BAM Asset Purchase Agreement at 1.4; First Amendment at §§ 1.2, 1.3)
Commitment to Invest Working Capital	None (although adequate assurance package included a commitment to invest \$1.0 million in working capital)	Requirement to invest \$2.0 million in working capital (First Amendment at § 1.3)
Purchase Price	\$5.0 Million (Second Amendment to Purchase Agreement at § 2.1) (only amendment) (not attached)	\$4.5 million (First Amendment at § 1.4)
Good Faith Deposit	\$80,000 (Purchase Agreement at § 2.2)	\$450,000 (First Amendment at § 1.5)
Drop Dead Date	August 19, 2019 (Purchase Agreement at § 5.1)	the earlier of (i) ten (10) days following entry of the Sale Order; or (ii) September 30, 2019 (First Amendment at § 1.7)
Termination Provision		Deletion of word “not” from Section 13.1(c)(iii)(II) (First Amendment at § 1.8)
Auction	Provides for an auction (Purchase Agreement at § 4.1)	Does not provide for an auction
Schedule 1.3 – Addition of Franchise Agreement	Modification to Excluded Assets one franchise agreement that relates to a Perfect Brow location (First Amendment to Purchase Agreement at § 1.4)	Modification to Excluded Assets one franchise agreement that relates to a Perfect Brow location (BAM Purchase Agreement at item 10 of Schedule 1.3))
Termination Fee	2.0% (Purchase Agreement at § 13.1(e))	None

RELIEF REQUESTED

10. By this Motion, the Debtors respectfully request that this Court enter an order granting (a) Relief from Judgment from the Sale Order; (b) the Second Sale Motion; and (c) related relief.

BASIS FOR RELIEF

A. Relief of Judgment is Warranted Under Rule 60(b)

11. Rule 60(b) provides in relevant part:

On motion and just terms, the court may relieve a party or its legal representative from a final judgment, order, or proceeding for the following reasons:

- (1) mistake, inadvertence, surprise, or excusable neglect;
- (2) newly discovered evidence that, with reasonable diligence, could not have been discovered in time to move for a new trial under Rule 59(b);
- (3) fraud (whether previously called intrinsic or extrinsic), misrepresentation, or misconduct by an opposing party;
- (4) the judgment is void;
- (5) the judgment has been satisfied, released, or discharged; it is based on an earlier judgment that has been reversed or vacated; or applying it prospectively is no longer equitable; or
- (6) any other reason that justifies relief.

See Rule 60(b).

12. Simply stated, relief from judgement with respect to the Sale Order should be granted under subparts 2, 3, and 6 of Rule 60(b).

13. The Seventh Circuit has recognized that the prerequisites to granting of motion for relief from final judgment based on newly discovered evidence are that the evidence was in existence at time of trial or pertains to facts in existence at time of trial, that it was discovered following trial, that due diligence on part of movant to discover the new evidence is shown or may be inferred, that the new evidence is admissible, credible, material, not merely cumulative or impeaching, and that it is likely to change the outcome. *U.S. v. McGaughey*, 977 F.2d 1067, 1075 (7th Cir. 1992). Further, a motion for relief from judgment based on newly discovered evidence is addressed to the sound discretion of the trial court. *Bradley Bank v. Hartford Acc. and Indemn. Co.*, 737 F.2d 657, 661 (7th Cir. 1984).

14. The closing under the Purchase Agreement was scheduled to take place on or before August 19, 2019, more than 14 days after the entry of the Sale Order. The Purchase Agreement did not have any financing contingencies. Buyer informed Debtors on August 19, 2019 that it did not have funds to close, despite providing proof of financial ability to perform with its initial bid package. The Debtors could not have known the Buyer lacked sufficient funds prior to the time to file a motion to alter or amend judgment under Bankruptcy Rule 9023 (adopting Fed. R. Civ. P. 59 but modifying the time to file such a motion to 14 days). Thus, relief from judgment from the Sale Order is warranted under Rule 60(b)(2).

15. “To obtain relief under Fed.R.Civ.P. 60(b)(3), the movant must prove that: (1) the party maintained a meritorious claim at trial; and (2) because of the fraud, misrepresentation or misconduct of the adverse party; (3) the party was prevented from fully and fairly presenting its case at trial.” *Lonsdorf v. Seefeldt*, 47 F.3d 893, 897 (7th Cir. 1995) (citing *Green v. Foley*, 856 F.2d 660, 665 (4th Cir. 1988), cert. denied, 490 U.S. 1031 (1989)). “In considering these requirements, a court must weigh the competing policy interests of the finality of judgment against fundamental fairness in light of all of the facts.” *Id.* (citing *Square Constr. Co. v. Washington Metro. Area Transit Auth.*, 657 F.2d 68, 71 (4th Cir. 1981)). “Relief may be granted regardless of whether [the adverse party acted with] evil, innocent or careless, purpose.” *In re Firrone*, 272 B.R. 213, 215-16 (Bankr. N.D. Ill. 2000) (citing *Rally Mfg., Inc. v. Mr. Gasket Co.*, 1992 WL 211010, *5 (S.D. Fla. 1992)) (internal quotations omitted).

16. “Rule 60(b)(6) does not particularize the factors that justify relief . . . it provides courts with authority ‘adequate to enable them to vacate judgments whenever such action is appropriate to accomplish justice . . .’” *In re Aztec Supply Corp.*, 399 B.R. 480, 489 (Bankr. N.D. Ill. 2009) (citing *Geberegeorgis v. Gammarino (In re Geberegeorgis)*, 310 B.R. 61, 69 (6th

Cir. BAP 2004)). “Relief under Rule 60(b)(6) requires a ‘showing of extraordinary circumstances that create a substantial danger that the underlying judgment was unjust.’” *Anand v. Nat’l Republic Bank of Chicago*, 239 B.R. 511, 519 (N.D. Ill. 1999) (citing *Margoles v. Johns*, 798 F.2d 1069, 1073 (7th Cir. 1986)).

17. It would therefore be fundamentality unfair not to grant the relief requested under Rule 60(b)(3) and Rule 60(b)(6) given that Buyer’s representations that it had the financial capacity to close were fraudulent, it defaulted under the Purchase Agreement, and the fact that the time to assume or assign unexpired leases under section 365(d)(4) of the Bankruptcy Code has expired. Failure to grant the requested relief would cause irreparable harm to the Debtors and their creditors. Lastly, given the notices provided in the Original Sale Filings (and the notice to the counterparties to the Assumed Contracts and Leases described below), no party will be harmed by granting relief from judgment. Relief from judgment is therefore justified under Rule 60(b)(2), (3) or (6).

B. The Purchased Assets May be Sold Free and Clear Under Section 363(f) of the Bankruptcy Code

18. Following Buyer’s default under the Purchase Agreement, the Debtors, after consulting with the Committee, entered into the New Purchase Agreement under terms substantially similar to the Purchase Agreement, except as set forth above. To the extent that entry of the New Purchase Agreement is deemed a new sale, the Debtors submit that through the Original Sale Filings, the Kemp Declaration, the Berk Declaration, the Berk Testimony and the notices provided in this Second Sale Motion, they have complied with the Bankruptcy Code and the applicable Bankruptcy Rules.

19. The Purchased Assets are being sold free and clear of all liens, claims, and encumbrances pursuant to section 363(f) of the Bankruptcy Code. The Debtors believe that the

anticipated Purchase Price remains in excess of the amounts needed to satisfy any alleged liens on the Purchased Assets. The Debtors therefore believe that the requirements of section 363(f)(3) of the Bankruptcy Code are satisfied.

C. The Sale is Supported by the Debtors' Reasonable Business Judgment

20. This Court's power to authorize a sale under section 363(b) of the Bankruptcy Code is to be exercised at its discretion, utilizing a flexible, case by case approach. *In re Efoora, Inc.*, 472 B.R. 481, 489 (Bankr. N.D. Ill. 2012). The Court must find that a good business reason exists for the sale. *In re Schipper*, 933 F.2d 513 (7th Cir. 1991); *Stephens Industries, Inc. v. McClung*, 789 F.2d 386 (6th Cir. 1986). As noted in *In re Walter*, 83 B.R. 14, 19-20 (9th Cir. BAP 1988), citing *In re Lionel Corporation*, 722 F.2d 1063, 1070-71 (2d Cir. 1983):

[T]here must be some articulated business justification for using, selling, or leasing the property outside the ordinary course of business . . . Whether the proffered business justification is sufficient depends on the case. As the Second Circuit held in *Lionel*, the bankruptcy judge should consider all salient factors pertaining to the proceeding and, accordingly, act to further the diverse interests of the Debtor, creditors and equity holders alike. He might, for example, look to such relevant factors as the proportionate value of the assets of the estate as a whole, the amount of elapsed time since the filing, the likelihood that a plan of reorganization will be proposed and confirmed in the near future, the effect of the proposed disposition on future plan of reorganization, the proceeds to be obtained from the disposition vis-a-vis any appraisals of the property, which of the alternatives of use, sale or lease the proposal envisions and, most importantly perhaps, whether the asset is increasing or decreasing in value. This list is not intended to be exclusive, but merely to provide guidance to the bankruptcy judge.

21. The paramount goal in any proposed sale of property of the estate is to maximize the proceeds received by the estate. *See, e.g., Four B. Corp. v. Food Barn Stores, Inc. (In re Food Barn Stores, Inc.)*, 107 F.3d 558, 564-65 (8th Cir. 1997) (In bankruptcy sales, "a primary objective of the Code [is] to enhance the value of the estate at hand."); *see also In re*

Bon Ton Rest. & Pastry Shop, Inc., 53 B.R. 789, 793 (Bankr. N.D. Ill. 1985) (policy underlying the Code is to maximize “the value of the estate for the benefit of all creditors”) (citations omitted).

22. Once a valid business justification is established, the business judgment rule “is a presumption that in making a business decision the directors of a corporation acted on an informed basis, in good faith and in the honest belief that the action was taken in the best interests of the company.” *In re S.N.A. Nut Company*, 186 B.R. 98, 102 (Bankr. N.D. Ill. 1995) (citing *Smith v. Van Gorkom*, 488 A.2d 858, 872 (Del. 1985)); *Official Committee of Subordinated Bondholders v. Integrated Resources, Inc. (In re Integrated Resources, Inc.)*, 147 B.R. 650, 656 (S.D.N.Y. 1992). Therefore, the relief requested in this Motion should be granted if the Debtors demonstrate a sound business justification for the request. *See Schipper*, 933 F.2d at 515; *In re Lionel Corp.*, 722 F.2d at 1071.

23. As set forth in the Sale Motion, in order to maximize value for the estate, the Debtors believe that it is crucial to sell the Purchased Assets. For the reasons set forth in the Kemp Declaration, the Berk Declaration and the Berk Testimony, the New Purchase Agreement will provide the best possible recovery to the Debtors’ estates. While the Purchase Price under the New Purchase Agreement is \$500,000 less than the final Purchase Price under the Purchase Agreement, it is in the same amount the Debtors were intending to seek approval of prior to receiving BAM’s “upset bid” prior to the Sale Hearing.

24. The Debtors respectfully submit that approval of the New Purchase Agreement reflects a sound exercise of their business judgment and should be approved.

D. Assignment of Assumed Contracts and Leases

25. The assumption and initial assignment of the Assumed Contracts and Leases was approved in the Sale Order. However, the Sale Order did not have any provisions for the assignment to a back-up bidder. Therefore, as part of the Second Sale Order, the Debtors request approval, under section 365 of the Bankruptcy Code, for assignment of the Assumed Contracts and Leases to New Buyer.

26. To facilitate assignment of the Assumed Contracts and Leases, the Debtors are serving the *Notice of Second Assignment of Contracts and Leases* (the “*Second Assignment Notice*”) in the form attached hereto as **Exhibit D** upon all counterparties to the Assumed Contracts and Leases by overnight mail within one business day of the filing of this Second Sale Motion, along with New Buyer’s adequate assurance information.

27. The Debtors further request that the Second Sale Order provide that the Assumed Contracts and Leases will be transferred to, and remain in full force and effect for the benefit of the New Buyer, notwithstanding any provisions in the Assumed Contracts and Leases, including those described in sections 365(b)(2), (c)(1)(A) and (c)(1)(B) of the Bankruptcy Code, that prohibit such assignments.

28. Section 365(f) of the Bankruptcy Code provides, in pertinent part, that:

The trustee may assign an executory contract or unexpired lease of the debtor only if –

- (A) the trustee assumes such contract or lease in accordance with the provisions in this section; and
- (B) adequate assurance of future performance by the assignee of such contract or lease is provided, whether or not there has been a default in such contract or lease.

11 U.S.C. § 365(f)(2). Under Section 365(a) of the Bankruptcy Code, a debtor “subject to the court’s approval, may assume or reject any executory contract or unexpired lease of the debtor.”

11 U.S.C. § 365(a). Section 365(b)(1) of the Bankruptcy Code, in turn, codifies the requirements for assuming an unexpired lease or executory contract of a debtor provided that:

(b)(1) If there has been a default in an executory contract or unexpired lease of the debtor, the trustee may not assume such contract or lease unless, at the time of assumption of such contract or lease, the trustee—

(A) cures, or provides adequate assurance that the trustee will promptly cure, such default;

(B) compensates, or provides adequate assurance that the trustee will promptly compensate, a party other than the debtor to such contract or lease, for any actual pecuniary loss to such party resulting from such default; and

(C) provides adequate assurance of future performance under such contract or lease.

11 U.S.C. § 365(b)(1). Although section 365 of the Bankruptcy Code does not set forth standards for courts to apply in determining whether to approve a debtor in possession's decision to assume an unexpired lease, courts have consistently applied a "business judgment" test when reviewing such decision. *See e.g., Group of Institutional Investors v. Chicago, Milwaukee, St. Paul & Pacific Railroad Co.*, 318 U.S. 523, 550 (1953); *Matter of Talco, Inc.*, 558 F.2d 1369, 1173 (10th Cir. 1977). A debtor satisfies the "business judgment" test when it determines, in good faith, that assumption of an unexpired lease will benefit the estate and the unsecured creditors. *In re FCX, Inc.*, 60 B.R. 405, 411 (Bankr. E.D.N.Y. 1986). The assumption and assignment of the Contracts and Leases is a necessary part of the Sale.

29. The meaning of "adequate assurance of future performances" depends on the facts and circumstances of each case, but should be given "practical, pragmatic construction." *See Carlisle Homes, Inc. v. Arrari (In re Carlisle Homes, Inc.)*, 103 B.R. 524, 538 (Bankr. D.N.J. 1989); *In re Bon Ton Rest. & Pastry Shop, Inc.*, 53 B.R. 789, 803 (Bankr. N.D. Ill. 1985).

Debtors anticipate being able to establish at the hearing on the Second Sale Motion that the New Buyer is sufficiently capitalized (based on the \$2.0 working capital commitment over and above the Purchase Price) and able to perform the obligations under the Assumed Contracts and Leases. Consequently, assignment of the Assumed Contracts and Leases is appropriate under the circumstances.

NOTICE

30. Notice of this Motion has been provided to: (a) the Office of the United States Trustee for the Northern District of Illinois; (b) counsel to the Committee; (c) any party that has requested notice pursuant to Bankruptcy Rule 2002; and (d) the counterparties to the Assumed Contracts and Leases. In light of the nature of the relief requested, and the notices included in the Original Sale Filings, the Debtors submit that no further notice is required.

WHEREFORE, the Debtors respectfully request that the Court enter an order granting the Motion in its entirety; (a) granting relief from judgment set forth in the Sale Order; (b) entering the Second Sale Order approving the Sale of the Purchased Assets to New Buyer; and (c) granting related relief.

Dated: August 29, 2019

Respectfully submitted,

PERFECT BROW ART, INC., ET AL.

By: /s/ Harold D. Israel

Harold D. Israel
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Attorneys for the Debtor

EXHIBIT A

ASSET PURCHASE AGREEMENT

This ASSET PURCHASE AGREEMENT (“**Purchase Agreement**”) is entered into as of July 30, 2019, by and among BROW ART MANAGEMENT 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 10, 2019, the Bankruptcy Court entered an order amending and restating the Bidding Procedures Order attached hereto as **Exhibit B** [Docket No. 383] (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 interests, 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) Schedule 1.4(b) sets forth a list of: (i) Contracts, 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**”), and (ii) Leases 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**”).

(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.

(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), 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) After July 29, 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 FIVE MILLION FIVE HUNDRED THOUSAND AND 00/100 DOLLARS (\$5,500,000.00) (the "**Sale Proceeds**") payable in accordance with Sections 2.2 and 2.3 below plus the Assumed Liabilities.

2.2 Deposit. By July 30, 2019, Buyer shall deliver to Seller an amount in cash in immediately available funds totaling FIVE HUNDRED FIFTY THOUSAND AND 00/100 DOLLARS (\$550,000.00) (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 those certain Escrow Instructions provided by Seller to Buyer. 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 FOUR MILLION NINE HUNDRED FIFTY THOUSAND AND 00/100 DOLLARS (\$4,950,000.00) 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 Assumed Contracts and Leases, 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) Back-Up Bidder. To the extent an Auction occurs and Purchaser is determined to be a Back-Up Bidder by the Bankruptcy Court, 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
- e. 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 Closing, 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 Seller.

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.

4.5 Working Capital for Buyer. On the Closing Date, Buyer shall have net working capital in the form of readily available cash in an amount no less than TWO MILLION AND 00/100 DOLLARS (\$2,000,000.00).

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 (an “**Alternative Transaction**”) that actually closes.

e. INTENTIONALLY OMITTED.

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, Buyer's sole and exclusive remedy shall be to receive the Good Faith Deposit 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 Management LLC
Attn: Vijay Patel
6903 Congress St.
New Port Richey, FL 34653

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

Nathan Q. Rugg
Barack Ferrazzano Kirschbaum & Nagelberg LLP
200 West Madison Street, Suite 3900
Chicago, Illinois 60606
nathan.rugg@bfkn.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:

BUYER:

PERFECT BROW ART, INC.

Brow Art Management LLC

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

By: Vijay Patel
Vijay Patel, its Manager

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

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.

“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.

“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 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 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.

“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., except that certain Franchise Agreement dated October 7, 2016, by and between OOH La La Beauty Bar Franchise, Inc. and Mehrnoush Bashi.

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 3/29/2013 (STORE #437)
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 #325)
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 3/2/2015 (STORE #1121)
7 Florida	CITRUS PARK VENTURE LP	LEASE FOR LOCATION AT CITRUS PARK SHOPPING CENTER DATED 8/3/2011 (STORE #8157)
8 Florida	CORAL-CS LTD. ASSOC.	LEASE FOR LOCATION AT CORAL SQUARE MALL DATED 10/18/2013 (STORE #9241)
9 Florida	COUNTRYSIDE MALL, LLC	LEASE FOR LOCATION AT COUNTRYSIDE MALL DATED 4/7/2015 (STORE #1033A)
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 #1204B)
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 #E0001)
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 #1050)
18 Florida	PADDOCK MALL, LLC	LEASE FOR LOCATION AT PADDOCK MALL DATED 9/20/2012 (STORE #562)
19 Florida	PEMBROKE LAKES MALL LLC	LEASE FOR LOCATION AT PEMBROKE LAKES DATED 5/19/2013 (STORE #00612)
20 Florida	ROUSE PROPERTIES, INC.	LEASE FOR LOCATION AT LAKELAND SQUARE DATED 6/22/2012 (STORE #0840)
21 Florida	SEMINOLE TOWNE CENTER	LEASE FOR LOCATION AT SEMINOLE TOWNE CENTER DATED 1/14/2016 (STORE #L08)
22 Florida	SIMON PROPERTY GROUP, LP	LEASE FOR LOCATION AT CORDOVA MALL DATED 12/20/2011 (STORE #M1203)
23 Florida	SRM-SPE LLC	LEASE FOR LOCATION AT SANTA ROSA MALL DATED 12/20/2012 (STORE #144)
24 Florida	TAMPA WESTSHORE ASSOC. LP	LEASE FOR LOCATION AT INTERNATIONAL PLAZA DATED 6/25/2013 (STORE #101C)
25 Florida	TB MALL AT UTC LLC	LEASE FOR LOCATION AT UNIVERSITY TOWN CENTER DATED 6/26/2014 (STORE #290A)
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 #1045C)
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 #404)
31 Florida	WESTLAND MALL LLC	LEASE FOR LOCATION AT WESTLAND MALL DATED 9/30/2014 (STORE #1506)
32 Florida	WORLDPAY INTEGRATED PAYMENTS, LLC	MERCHANT AGREEMENT RE: MERCHANT ID #4445023934554 (BROW ART 23 - DOLPHIN MALL)

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

Debtor	Contract /Lease Counterparty	Description of Contract/Lease
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)

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

Debtor	Contract /Lease Counterparty	Description of Contract/Lease
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 - SP1121)
60 Florida	WORLDPAY INTEGRATED PAYMENTS, LLC	MERCHANT AGREEMENT RE: MERCHANT ID #8788430131833 (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 (OOH LA LA - OAK PARK MALL)
70 Locks Rock	WORLDPAY INTEGRATED PAYMENTS, LLC	MERCHANT AGREEMENT RE: MERCHANT ID #4445024646737 (OOH LA LA - BEAUTY BAR - ECOM)
71 Locks Rock	WORLDPAY INTEGRATED PAYMENTS, LLC	MERCHANT AGREEMENT RE: MERCHANT ID #4445029472289 (OOH LA LA - FOREST PLAZA)
72 Locks Rock	WORLDPAY INTEGRATED PAYMENTS, LLC	MERCHANT AGREEMENT RE: MERCHANT ID #8788430381576 (OOH LA LA - CORPORATE POOLING)
73 Oakland	URBANCAL OAKLAND MALL, LLC	LEASE FOR LOCATION AT OAKLAND MALL DATED 4/30/2013 (STORE #Y362K)
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 #139)
79 PB Art Franchise	ANDY HODROJ	FRANCHISE AGREEMENT RE: ARUNDEL MILLS (STORE #140)
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 #1085)
83 PB Art Franchise	ANDY HODROJ	FRANCHISE AGREEMENT RE: MONDAWMIN MALL (STORE #2620)
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)

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

Debtor	Contract /Lease Counterparty	Description of Contract/Lease
86 PB Art Franchise	ANDY HODROJ	FRANCHISE AGREEMENT RE: SECURITY SQUARE MALL (STORE #131)
87 PB Art Franchise	ANDY HODROJ	FRANCHISE AGREEMENT RE: TOWSON TOWN CENTER (CART #7502)
88 PB Art Franchise	ANDY HODROJ	FRANCHISE AGREEMENT RE: TOWSON TOWN CENTER (STORE #1355)
89 PB Art Franchise	ANDY HODROJ	FRANCHISE AGREEMENT RE: WHEATON MALL (STORE #G10E)
90 PB Art Franchise	ANDY HODROJ	FRANCHISE AGREEMENT RE: WHEATON MALL (STORE #P120)
91 PB Art Franchise	ANDY HODROJ	FRANCHISE AGREEMENT RE: WHEATON MALL (ADVERTISING CART #R0052)
92 PB Art Franchise	ANKIT PATEL	FRANCHISE AGREEMENT RE: MAYFAIR MALL (STORE #0036)
93 PB Art Franchise	ANKIT PATEL	FRANCHISE AGREEMENT RE: SOUTHRIDGE MALL (STORE #1140)
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 #D02A)
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 #W357)
101 PB Art Franchise	NEETU RAI	FRANCHISE AGREEMENT RE: LLOYD CENTER (STORE #H200)
102 PB Art Franchise	NOAH MASIL	FRANCHISE AGREEMENT RE: CENTRAL MALL (KIOSK #K307)
103 PB Art Franchise	NOAH MASIL	FRANCHISE AGREEMENT RE: QUAIL SPRINGS MALL (STORE #124)
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 #9014)
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 #0328)
110 PB Art Franchise	RAJESH SONI	FRANCHISE AGREEMENT RE: RIVER HILLS MALL (STORE #0502)
111 PB Art Franchise	SAM PATEL	FRANCHISE AGREEMENT RE: BRIARWOOD MALL (STORE #G129)
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)

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

Debtor	Contract /Lease Counterparty	Description of Contract/Lease
118 PB Art Franchise	SHAHRAM JANAMIAN	FRANCHISE AGREEMENT RE: OAK PARK MALL (STORE #15)
119 PB Art Franchise	SHAZIA ITTIQ	FRANCHISE AGREEMENT RE: PENN SQUARE MALL (KIOSK #1103)
120 PB Art Franchise	SHIMA & MAZDEK ABDOLLAHI	FRANCHISE AGREEMENT RE: LENOX SQUARE (STORE #2043)
121 PB Art Franchise	SHIMA & MAZDEK ABDOLLAHI	FRANCHISE AGREEMENT RE: MALL AT STONECREST (STORE #2270)
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 BANIYA	FRANCHISE AGREEMENT RE: SAVANNAH MALL (STORE #1126)
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.	AMERREAM LLC	LEASE FOR LOCATION AT AMERICAN DREAM DATED 8/27/2018 (STORE #G281)
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 SOUTHRIDGE MALL DATED 11/21/2017 (STORE #1140)
134 Perfect Brow Art Inc.	ANNAPOLIS MALL L.P.	LEASE FOR LOCATION AT ANNAPOLIS MALL #2 DATED 3/13/2012 (STORE #1205)
135 Perfect Brow Art Inc.	ANNAPOLIS MALL L.P.	LEASE FOR LOCATION AT ANNAPOLIS MALL DATED 11/17/2017 (STORE #73)
136 Perfect Brow Art Inc.	APACHE MALL, LLC	LEASE FOR LOCATION AT APACHE MALL DATED 6/18/2013 (STORE #0328)
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 12/19/2013 (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 #2)
149 Perfect Brow Art Inc.	CHAPEL HILLS REALTY LLC	LEASE FOR LOCATION AT CHAPEL HILLS MALL DATED 9/6/2013 (STORE #435)
150 Perfect Brow Art Inc.	CHERRYVALE MALL LLC	LEASE FOR LOCATION AT CHERRYVALE MALL DATED 10/21/2014 (STORE #PK-07)
151 Perfect Brow Art Inc.	CHERRYVALE MALL LLC	LEASE FOR LOCATION AT CHERRYVALE MALL DATED 11/12/2014 (STORE #H-42H)

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152 Perfect Brow Art Inc.	COMERICA BANK	LEASE FOR LOCATION AT FAIR OAKS MALL DATED 6/26/2014 (STORE #G240)
153 Perfect Brow Art Inc.	COMERICA BANK	LEASE FOR LOCATION AT TWELVE OAKS MALL DATED 6/26/2014 (STORE #D275)
154 Perfect Brow Art Inc.	CORAL RIDGE MALL	LEASE FOR LOCATION AT CORAL RIDGE MALL DATED 9/11/2014 (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 2/28/2012 (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 #1620)
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 3/20/2017 (STORE #0502)
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 #9853-8505-7455-765
174 Perfect Brow Art Inc.	JANINE MARTINS	SUBLEASE FOR EMERALD SQUARE DATED 9/1/2018 (STORE #W357)
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 6/2/2015 (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 #OB15A)
180 Perfect Brow Art Inc.	LYNNHAVEN MALL LLC	LEASE FOR LOCATION AT LYNNHAVEN MALL DATED 3/19/2015 (STORE #OH07)
181 Perfect Brow Art Inc.	MALL AT BRIARWOOD, LLC	LEASE FOR LOCATION AT BRIARWOOD MALL (STORE #G129)
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 #A01A)
185 Perfect Brow Art Inc.	MALL AT LONGVIEW, LLC	LEASE FOR LOCATION AT LONGVIEW MALL DATED 1/5/2016 (STORE #OG03)
186 Perfect Brow Art Inc.	MALL AT NORTSHORE, LLC	LEASE FOR LOCATION AT NORTSHORE MALL DATED 3/9/2012 (STORE #N111)

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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 11/10/2015 (STORE #1085)
191 Perfect Brow Art Inc.	MARLEY STATION MALL LLC	LEASE FOR LOCATION AT MARLEY STATION DATED 6/2/2014 (STORE #M010)
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 #K01FB)
194 Perfect Brow Art Inc.	MEHTA INVESTMENTS, LTD.	LEASE FOR LOCATION AT WEST OAKS MALL DATED 9/26/2012 (STORE #K-5)
195 Perfect Brow Art Inc.	MESILLA VALLEY SPE	LEASE FOR LOCATION AT MESILLA VALLEY DATED 11/25/2014 (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 #3894D02D-1A68-42CA-B145-23759FEDB51A)
198 Perfect Brow Art Inc.	MICROSOFT CORPORATION	LICENSE(S) FOR MICROSOFT 365 (ORDER #580D6F72-F37D-4610-A7DF-7F4BAB81D00A)
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 6/5/2012 (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 #1126)
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 #356)
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 #11200)
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 7/8/2015 (STORE #Q03)
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 #15)
213 Perfect Brow Art Inc.	OLD HICKORY MALL	LEASE FOR LOCATION AT OLD HICKORY DATED 8/21/2015 (STORE #C-05)
214 Perfect Brow Art Inc.	OPRY MILLS MALL, LP	LEASE FOR LOCATION AT OPRY MILLS DATED 1/23/2012 (STORE #736)
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 #K0206)
218 Perfect Brow Art Inc.	PARKDALE MALL CMBS, LLC	LEASE FOR LOCATION AT PARKDALE MALL DATED 3/24/2015 (STORE #G748)

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219 Perfect Brow Art Inc.	PENN ROSS JOINT VENTURE	LEASE FOR LOCATION AT ROSS PARK DATED 4/25/2014 (STORE #K13A)
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 12/12/2018 (STORE #0249)
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 6/7/2017 (STORE #103)
226 Perfect Brow Art Inc.	RICHMOND TOWN SQUARE REALTY HOLDING, LLC	LEASE FOR LOCATION AT RICHMOND TOWN SQUARE DATED 12/23/2012 (STORE #D03)
227 Perfect Brow Art Inc.	RICH-TAUBMAN ASSOCIATES	LEASE FOR LOCATION AT STAMFORD TOWN CENTER DATED 1/29/2015 (STORE #G203)
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 8/9/2011 (STORE #5275)
230 Perfect Brow Art Inc.	SAINT LOUIS GALLERIA LLC	LEASE FOR LOCATION AT SAINT LOUIS GALLERIA DATED 9/4/2015 (STORE #02495)
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.	SHAHAM 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 #136)
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 #E06)
240 Perfect Brow Art Inc.	SOUTH COUNTY SHOPPINGTOWN LLC	LEASE FOR LOCATION AT SOUTH COUNTY CENTER DATED 4/6/2016 (STORE #9018)
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 #516)
246 Perfect Brow Art Inc.	SOUTHLAKE INDIANA LLC	LEASE FOR LOCATION AT SOUTHLAKE MALL STORE DATED 7/23/2013 (STORE #9014)
247 Perfect Brow Art Inc.	SOUTHPARK MALL CMBS, LLC	LEASE FOR LOCATION AT SOUTH PARK MALL DATED 9/18/2014 (STORE #FU1224)
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 #K1)
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 #1844)
256 Perfect Brow Art Inc.	STAR-WEST FRANKLIN PARK MALL LLC	LEASE FOR LOCATION AT FRANKLIN PARK MALL DATED 9/25/2012 (STORE #9020)
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 #A22)
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 #7502)
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 #305)
272 Perfect Brow Art Inc.	WEST COUNTY MALL CMBS, LLC	LEASE FOR LOCATION AT WEST COUNTY CENTER DATED 4/6/2016 (STORE #1005)
273 Perfect Brow Art Inc.	WEST FARMS MALL LLC	LEASE FOR LOCATION AT WEST FARMS MALL DATED 1/21/2015 (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 5/1/2012 (STORE #E115)
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 1/5/2016 (STORE #264C)
282 Perfect Brow Art Inc.	WORLDPAY INTEGRATED PAYMENTS, LLC	MERCHANT AGREEMENT RE: MERCHANT ID #4445021763493 (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 - SPACE 0815A)
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 - NORTHRIDGE 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 101)
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 CA)
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 (K01F838))
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 NV)
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 \$)
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 #4445029737764 (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 - RIDGMAR)
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 #8788430069325 (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 #8788430078052 (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)

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

Debtor	Contract /Lease Counterparty	Description of Contract/Lease
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 STORE)
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 #8788430111762 (BROW ART 23 - CORPORATE)
353 Perfect Brow Art Inc.	WORLDPAY INTEGRATED PAYMENTS, LLC	MERCHANT AGREEMENT RE: MERCHANT ID #8788430114970 (BROW ART 23 - VALLEY HILLS (HICKORY))
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)

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

Debtor	Contract /Lease Counterparty	Description of Contract/Lease
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 KIOSK)
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 GALLERIA)
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 - SOUTHDALE 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 - JOLIET 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 10/22/2013 (STORE #K05)
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 #R6)
388 Puerto Rico	PLAZA CAROLINA MALL, LP	LEASE FOR LOCATION AT PLAZA CAROLINA DATED 6/26/2013 (STORE #242)
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 #8788430149467 (PLAZA CAROLINA)

SCHEDULE 1.4(b)

ASSUMED CONTRACTS AND LEASES

Perfect Brow Art, Inc., et al.

Schedule 1.04(b) - Assumed 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 3/29/2013 (STORE #437)
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 #325)
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 3/2/2015 (STORE #1121)
7 Florida	CITRUS PARK VENTURE LP	LEASE FOR LOCATION AT CITRUS PARK SHOPPING CENTER DATED 8/3/2011 (STORE #8157)
8 Florida	CORAL-CS LTD. ASSOC.	LEASE FOR LOCATION AT CORAL SQUARE MALL DATED 10/18/2013 (STORE #9241)
11 Florida	FLORIDA MALL ASSOC. LTD.	LEASE FOR LOCATION AT FLORIDA MALL DATED 12/18/2012 (STORE #1204B)
13 Florida	GULF VIEW REALTY LLC	LEASE FOR LOCATION AT GULFVIEW MALL DATED 9/17/2012 (STORE #277)
15 Florida	OAKS MALL, LLC	LEASE FOR LOCATION AT OAKS MALL DATED 11/2/2015 (STORE #E0001)
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 #1050)
18 Florida	PADDOCK MALL, LLC	LEASE FOR LOCATION AT PADDOCK MALL DATED 9/20/2012 (STORE #562)
19 Florida	PEMBROKE LAKES MALL LLC	LEASE FOR LOCATION AT PEMBROKE LAKES DATED 5/19/2013 (STORE #00612)
22 Florida	SIMON PROPERTY GROUP, LP	LEASE FOR LOCATION AT CORDORVA MALL DATED 12/20/2011 (STORE #M1203)
23 Florida	SRM-SPE LLC	LEASE FOR LOCATION AT SANTA ROSA MALL DATED 12/20/2012 (STORE #14H)
24 Florida	TAMPA WESTSHORE ASSOC. LP	LEASE FOR LOCATION AT INTERNATIONAL PLAZA DATED 6/25/2013 (STORE #101C)
25 Florida	TB MALL AT UTC LLC	LEASE FOR LOCATION AT UNIVERSITY TOWN CENTER DATED 6/26/2014 (STORE #299A)
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 #404)
31 Florida	WESTLAND MALL LLC	LEASE FOR LOCATION AT WESTLAND MALL DATED 9/30/2014 (STORE #1506)
201 Perfect Brow Art Inc.	MOAC MALL HOLDINGS LLC	LEASE FOR LOCATION AT MALL OF AMERICA DATED 1/30/2018 (STORE #S222)
73 Oakland	URBANCAL OAKLAND MALL, LLC	LEASE FOR LOCATION AT OAKLAND MALL DATED 4/30/2013 (STORE #T362K)
77 PB Art Franchise	ANDY HODROJ	FRANCHISE AGREEMENT RE: ANNAPOLIS MALL (STORE #73)
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 #139)
79 PB Art Franchise	ANDY HODROJ	FRANCHISE AGREEMENT RE: ARUNDEL MILLS (STORE #140)
80 PB Art Franchise	ANDY HODROJ	FRANCHISE AGREEMENT RE: ARUNDEL MILLS (ADVERTISING CART #115)
81 PB Art Franchise	ANDY HODROJ	FRANCHISE AGREEMENT RE: HARFORD MALL (STORE #H-04)

Perfect Brow Art, Inc., et al.

Schedule 1.04(b) - Assumed Contracts and Leases

Debtor	Contract /Lease Counterparty	Description of Contract/Lease
82 PB Art Franchise	ANDY HODROJ	FRANCHISE AGREEMENT RE: MALL IN COLUMBIA (STORE #1085)
83 PB Art Franchise	ANDY HODROJ	FRANCHISE AGREEMENT RE: MONDAWMIN MALL (STORE #2620)
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)
86 PB Art Franchise	ANDY HODROJ	FRANCHISE AGREEMENT RE: SECURITY SQUARE MALL (STORE #131)
87 PB Art Franchise	ANDY HODROJ	FRANCHISE AGREEMENT RE: TOWSON TOWN CENTER (CART #7502)
88 PB Art Franchise	ANDY HODROJ	FRANCHISE AGREEMENT RE: TOWSON TOWN CENTER (STORE #1355)
89 PB Art Franchise	ANDY HODROJ	FRANCHISE AGREEMENT RE: WHEATON MALL (STORE #G10E)
90 PB Art Franchise	ANDY HODROJ	FRANCHISE AGREEMENT RE: WHEATON MALL (STORE #P120)
91 PB Art Franchise	ANDY HODROJ	FRANCHISE AGREEMENT RE: WHEATON MALL (ADVERTISING CART #R005Z)
92 PB Art Franchise	ANKIT PATEL	FRANCHISE AGREEMENT RE: MAYFAIR MALL (STORE #0036)
93 PB Art Franchise	ANKIT PATEL	FRANCHISE AGREEMENT RE: SOUTHRIDGE MALL (STORE #1140)
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 #D02A)
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)
101 PB Art Franchise	NEETU RAI	FRANCHISE AGREEMENT RE: LLOYD CENTER (STORE #H200)
102 PB Art Franchise	NOAH MASIL	FRANCHISE AGREEMENT RE: CENTRAL MALL (KIOSK #K307)
103 PB Art Franchise	NOAH MASIL	FRANCHISE AGREEMENT RE: QUAIL SPRINGS MALL (STORE #124)
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)
107 PB Art Franchise	POOJA GOYAL	FRANCHISE AGREEMENT RE: SOUTHLAKE MALL (KIOSK #9014)
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 #0328)
110 PB Art Franchise	RAJESH SONI	FRANCHISE AGREEMENT RE: RIVER HILLS MALL (STORE #0502)
111 PB Art Franchise	SAM PATEL	FRANCHISE AGREEMENT RE: BRIARWOOD MALL (STORE #G129)
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)

Perfect Brow Art, Inc., et al.

Schedule 1.04(b) - Assumed Contracts and Leases

Debtor	Contract /Lease Counterparty	Description of Contract/Lease
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)
118 PB Art Franchise	SHAHRAM JANAMIAN	FRANCHISE AGREEMENT RE: OAK PARK MALL (STORE #15)
119 PB Art Franchise	SHAZIA ITTIQ	FRANCHISE AGREEMENT RE: PENN SQUARE MALL (KIOSK #1103)
120 PB Art Franchise	SHIMA & MAZDEK ABDOLLAHI	FRANCHISE AGREEMENT RE: LENOX SQUARE (STORE #2043)
121 PB Art Franchise	SHIMA & MAZDEK ABDOLLAHI	FRANCHISE AGREEMENT RE: MALL AT STONECREST (STORE #2270)
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 BANIYA	FRANCHISE AGREEMENT RE: SAVANNAH MALL (STORE #1126)
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.	AMEREA LLC	LEASE FOR LOCATION AT AMERICAN DREAM DATED 8/27/2018 (STORE #G281)
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 SOUTHRIDGE MALL DATED 11/21/2017 (STORE #1140)
134 Perfect Brow Art Inc.	ANNAPOLIS MALL L.P.	LEASE FOR LOCATION AT ANNAPOLIS MALL #2 DATED 3/13/2012 (STORE #1205)
135 Perfect Brow Art Inc.	ANNAPOLIS MALL L.P.	LEASE FOR LOCATION AT ANNAPOLIS MALL DATED 11/17/2017 (STORE #73)
136 Perfect Brow Art Inc.	APACHE MALL, LLC	LEASE FOR LOCATION AT APACHE MALL DATED 6/18/2013 (STORE #0328)
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)
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 12/19/2013 (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)
150 Perfect Brow Art Inc.	CHERRYVALE MALL LLC	LEASE FOR LOCATION AT CHERRYVALE MALL DATED 10/21/2014 (STORE #PK-07)
152 Perfect Brow Art Inc.	COMERICA BANK	LEASE FOR LOCATION AT FAIR OAKS MALL DATED 6/26/2014 (STORE #G240)
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 2/28/2012 (STORE #F107)
159 Perfect Brow Art Inc.	FARZONA KONCILOVA	SUBLEASE FOR JORDAN CREEK TOWN CENTER DATED 7/1/2015 (STORE #12000)

Perfect Brow Art, Inc., et al.

Schedule 1.04(b) - Assumed Contracts and Leases

Debtor	Contract /Lease Counterparty	Description of Contract/Lease
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 #1620)
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 3/20/2017 (STORE #0502)
167 Perfect Brow Art Inc. Sould be P.B. Art Franchise	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)
173 Perfect Brow Art Inc.	INTUIT, INC.	QUICKBOOKS LICENSE #9853-8505-7455-765
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 6/2/2015 (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)
180 Perfect Brow Art Inc.	LYNNHAVEN MALL LLC	LEASE FOR LOCATION AT LYNNHAVEN MALL DATED 3/19/2015 (STORE #0H07)
181 Perfect Brow Art Inc.	MALL AT BRIARWOOD, LLC	LEASE FOR LOCATION AT BRIARWOOD MALL (STORE #G129)
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)
185 Perfect Brow Art Inc.	MALL AT LONGVIEW, LLC	LEASE FOR LOCATION AT LONGVIEW MALL DATED 1/5/2016 (STORE #OG03)
188 Perfect Brow Art Inc.	MALL AT SUMMIT LLC	LEASE FOR LOCATION AT SUMMIT MALL DATED 12/29/2011 (STORE #172C)
190 Perfect Brow Art Inc.	MALL OF COLUMBIA BUSINESS TRUST, INC.	LEASE FOR LOCATION AT MALL IN COLUMBIA DATED 11/10/2015 (STORE #1085)
192 Perfect Brow Art Inc.	MAYFAIR MALL, LLC	LEASE FOR LOCATION AT MAYFAIR MALL DATED 2/26/2014 (STORE #0036)
195 Perfect Brow Art Inc.	MESILLA VALLEY SPE	LEASE FOR LOCATION AT MESILLA VALLEY DATED 11/25/2014 (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 #3894D02D-1A68-42CA-9145-23759FEDB51A)
198 Perfect Brow Art Inc.	MICROSOFT CORPORATION	LICENSE(S) FOR MICROSOFT 365 (ORDER #5B0D6F72-F37D-4610-A7DF-7F4BAB81D00A)
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 6/5/2012 (STORE #E362)
201 Perfect Brow Art Inc.	MOAC MALL HOLDINGS LLC	LEASE FOR LOCATION AT MALL OF AMERICA DATED 1/30/2018 (STORE #S222)
202 Perfect Brow Art Inc.	MONDAWMIN BUSINESS TRUST	LEASE FOR LOCATION AT MONDAWMIN MALL DATED 8/1
203 Perfect Brow Art Inc.	MONTGOMERY MALL CONDOS LLC	LEASE FOR LOCATION AT MONTGOMERY MALL #2 DATED
204 Perfect Brow Art Inc.	MONTGOMERY MALL CONDOS LLC	LEASE FOR LOCATION AT MONTGOMERY MALL STORE DA
205 Perfect Brow Art Inc.	MSC #7560	LEASE FOR LOCATION AT GREAT LAKES MALL DATED 12/22/2011 (STORE #356)
207 Perfect Brow Art Inc.	NEETU RAI	SUBLEASE FOR LLOYD CENTER DATED 4/15/2017 (STORE #H200)
208 Perfect Brow Art Inc.	NORTH POINT MALL, LLC.	LEASE FOR LOCATION AT NORTH POINT MALL DATED 3/16/2015 (STORE #2086)

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Schedule 1.04(b) - Assumed Contracts and Leases

Debtor	Contract /Lease Counterparty	Description of Contract/Lease
209 Perfect Brow Art Inc.	NORTHRIDGE OWNER, LP	LEASE FOR LOCATION AT NORTHRIDGE MALL STORE DATED 7/8/2016 (STORE #Q03)
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 #15)
214 Perfect Brow Art Inc.	OPRY MILLS MALL, LP	LEASE FOR LOCATION AT OPRY MILLS DATED 1/23/2012 (STORE #736)
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 #K0206)
219 Perfect Brow Art Inc.	PENN ROSS JOINT VENTURE	LEASE FOR LOCATION AT ROSS PARK DATED 4/25/2014 (STORE #K13A)
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 12/12/2018 (STORE #0249)
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)
227 Perfect Brow Art Inc.	RICH-TAUBMAN ASSOCIATES	LEASE FOR LOCATION AT STAMFORD TOWN CENTER DATED 1/29/2015 (STORE #G203)
229 Perfect Brow Art Inc.	SA GALLERIA IV, LP	LEASE FOR LOCATION AT HOUSTON GALLERIA DATED 8/9/2011 (STORE #5275)
231 Perfect Brow Art Inc.	SAVANNAH MALL REALTY HOLDING, LLC	LEASE FOR LOCATION AT SAVANNAH MALL DATED 1/8/2013 (STORE #1126)
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 #136)
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 #E06)
240 Perfect Brow Art Inc.	SOUTH COUNTY SHOPPINGTOWN LLC	LEASE FOR LOCATION AT SOUTH COUNTY CENTER DATED 4/6/2016 (STORE #9018)
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 #516)
246 Perfect Brow Art Inc.	SOUTHLAKE INDIANA LLC	LEASE FOR LOCATION AT SOUTHLAKE MALL STORE DATED 7/23/2013 (STORE #9014)
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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Schedule 1.04(b) - Assumed Contracts and Leases

Debtor	Contract /Lease Counterparty	Description of Contract/Lease
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 #K1)
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 #1844)
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)
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 #A22)
263 Perfect Brow Art Inc.	SVAP II STONES RIVER, LLC	LEASE FOR LOCATION AT STONES RIVER MALL DATED 10/9/2012 (STORE #F190)
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 #7502)
267 Perfect Brow Art Inc.	TOWSON TC, LLC	LEASE FOR LOCATION AT TOWSON TOWN CENTER STORE (STORE #1355)
272 Perfect Brow Art Inc.	WEST COUNTY MALL CMBS, LLC	LEASE FOR LOCATION AT WEST COUNTY CENTER DATED 4/6/2016 (STORE #1005)
273 Perfect Brow Art Inc.	WEST FARMS MALL LLC	LEASE FOR LOCATION AT WEST FARMS MALL DATED 1/21/2015 (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 5/1/2012 (STORE #E115)
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 1/5/2016 (STORE #264C)
383 Perfect Brow Art Inc.	YTC MALL OWNER LLC	LEASE FOR LOCATION AT YORKTOWN CENTER STORE DATED 7/14/2016 (STORE #157G)
385 Perfect Brow Art Inc.	DDR DEL SOL, LLC SE	LEASE FOR LOCATION AT PLAZA DEL SOL DATED 4/5/2017 (STORE NO. S-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 #R6)
32 Florida	WORLDPAY INTEGRATED PAYMENTS, LLC	MERCHANT AGREEMENT RE: MERCHANT ID #4445023934554 (BROW ART 23 - DOLPHIN MALL)
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)

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Debtor	Contract /Lease Counterparty	Description of Contract/Lease
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)
56 Florida	WORLDPAY INTEGRATED PAYMENTS, LLC	MERCHANT AGREEMENT RE: MERCHANT ID #8788430112449 (BROW ART 23 - BRANDON TOWN 2)
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 - SP1121)

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Schedule 1.04(b) - Assumed Contracts and Leases

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60 Florida	WORLDPAY INTEGRATED PAYMENTS, LLC	MERCHANT AGREEMENT RE: MERCHANT ID #8788430131833 (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)
69 Locks Rock	WORLDPAY INTEGRATED PAYMENTS, LLC	MERCHANT AGREEMENT RE: MERCHANT ID #4445023439042 (OOH LA LA - OAK PARK MALL)
70 Locks Rock	WORLDPAY INTEGRATED PAYMENTS, LLC	MERCHANT AGREEMENT RE: MERCHANT ID #4445024646737 (OOH LA LA - BEAUTY BAR - ECOM)
71 Locks Rock	WORLDPAY INTEGRATED PAYMENTS, LLC	MERCHANT AGREEMENT RE: MERCHANT ID #4445029472289 (OOH LA LA - FOREST PLAZA)
72 Locks Rock	WORLDPAY INTEGRATED PAYMENTS, LLC	MERCHANT AGREEMENT RE: MERCHANT ID #8788430381576 (OOH LA LA - CORPORATE POOLING)
74 Oakland	WORLDPAY INTEGRATED PAYMENTS, LLC	MERCHANT AGREEMENT RE: MERCHANT ID #8788430073940 (BROW ART 23 - OAKLAND MALL)
282 Perfect Brow Art Inc.	WORLDPAY INTEGRATED PAYMENTS, LLC	MERCHANT AGREEMENT RE: MERCHANT ID #4445021763433 (BROW ART 23 - ROLLING OAKS TX)
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 -SPACE 0B15A)
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 - NORTHRIDGE 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 101)
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 CA)
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 (K01FB38))
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)

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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 NV)
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)
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 #4445029737764 (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 - RIDGMAR)
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)

Perfect Brow Art, Inc., et al.
Schedule 1.04(b) - Assumed Contracts and Leases

Debtor	Contract /Lease Counterparty	Description of Contract/Lease
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)
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 STORE)
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)

Perfect Brow Art, Inc., et al.
Schedule 1.04(b) - Assumed Contracts and Leases

Debtor	Contract /Lease Counterparty	Description of Contract/Lease
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 #8788430111762 (BROW ART 23 - CORPORATE)
353 Perfect Brow Art Inc.	WORLDPAY INTEGRATED PAYMENTS, LLC	MERCHANT AGREEMENT RE: MERCHANT ID #8788430114970 (BROW ART 23 - VALLEY HILLS (HICKORY))
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)
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 KIOSK)
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 GALLERIA)
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)

Perfect Brow Art, Inc., et al.

Schedule 1.04(b) - Assumed Contracts and Leases

Debtor	Contract /Lease Counterparty	Description of Contract/Lease
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 - SOUTHDALE 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 - JOLIET MALL)
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)
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 #8788430149467 (PLAZA CAROLINA)
	Dolphin Mall Associates LLC	Shopping Center Lease; Store Number S-468
	The Town Center at Boca Raton Trust	Shopping Center Lease; Room Number 1045C
	Spring Hill Mall LLC	Shopping Center Lease; Space Number S-1338
	University Park Mall, LLC	Shopping Center Lease; Room Number 184
	Southpark Mall LLC	Shopping Center Lease; Store Number FU1224
	CBL RM-WACO, LLC CBL RM-WACO, LLC	Shopping Center Lease; Space Number 103

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

Plaintiff	Case Caption	Defendant Name	Case #	Court
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 Vaillas,	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 #18D01700327 FCHR #2017-00432 DOAH Case # 17-8006 FCHR Order # 18-038	Commission of Human Relations
Perfect Brow Art, Inc.	1420 N Parham Road, LC aka Regency Mall VA (Mall) v. Perfect Brow Art, Inc.	1420 N Parham Road, LC aka Regency Mall VA (Mall)	Case No. CL16-3911	Circuit Court of Henrico County, VA
Perfect Brow Art, Inc.	Abigail Collins (Customer) v. Perfect Brow Art, Inc.	Abigail Collins (Customer)	Claim #434317999	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-17-08865 Claim # 10087191 Lib Ins Policy # NN669326	191st District Court Dallas TX
Perfect Brow Art Inc.	Cassandra Hall (Customer) v. Perfect Brow Art Inc.	Cassandra Hall (Customer)	Cause # DC-17-08865 Claim # 10087191 Lib Ins Policy # NN669326	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.	DDR Del Sol LLC (Mall) v. Perfect Brow Puerto Rico Inc.	DDR Del Sol LLC (Mall)	Civil # 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 # 15GC17998	
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 # 18-SC-028948	Milwaukee County Court House
Perfect Brow Puerto Inc.	San Patricio/Caparra Center Associates, LLC (Landlord) v. Perfect Brow Puerto Inc.	San Patricio/Caparra Center Associates, 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 2016-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	VV2018-00762Q	
Perfect Brow Florida Inc		Scott Pedersen	Claim # 2019392170	
Perfect Brow Florida Inc		Behar Vatei	Claim #201939553	

EXHIBIT B

ASSET PURCHASE AGREEMENT

This ASSET PURCHASE AGREEMENT (“**Purchase Agreement**”) is entered into as of July 9~~29~~, 2019, by and among BROW ART 23~~MANAGEMENT~~ 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 ~~—~~10, 2019, the Bankruptcy Court entered an order amending and restating the Bidding Procedures Order attached hereto as **Exhibit B** [Docket No. ~~—~~383] (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 interests, 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~~ Schedule 1.4(b) sets forth a list of: (i) Contracts, 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”), and (ii) ~~designate a Lease~~ Leases 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.~~

~~(g) (ii) After July 25~~ After July 29, 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).

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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~~FIVE MILLION ~~FIVE HUNDRED THOUSAND AND NO~~00/100 DOLLARS (\$~~4,000~~5,500,000.00) (the "Sale Proceeds") payable in accordance with Sections 2.2 and 2.3 below plus the Assumed Liabilities.

2.2 Deposit. By July ~~4~~29, 2019, Buyer shall deliver to Seller an amount in cash in immediately available funds equal to ~~\$80~~TWO HUNDRED SEVENTY-FIVE THOUSAND AND ~~00/100~~ DOLLARS \$275,000.00 (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, those certain Escrow Instructions provided by Seller to Buyer.~~ 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~~FIVE MILLION TWO HUNDRED TWENTY-FIVE AND 00/100 DOLLARS (\$5,225,000) 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.

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**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~~Assumed Contracts and Leases, 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.~~ Back-Up Bidder. To the extent that Purchaser is ~~declared the determined to be a~~ Back-Up Bidder ~~at~~ by the Auction Bankruptcy Court, 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

- e. 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)~~, Closing, 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~~ Seller.

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 determined by the successful bidder at the Auction; provided that if Buyer is the Bankruptcy Court to be a Back-Up Bidder, then provided that~~ 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 further~~, 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~~
- ~~ii. INTENTIONALLY OMITTED; 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.

~~c. 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. INTENTIONALLY OMITTED.~~

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~~Management LLC
~~2nd Floor~~
~~2721 Devon Avenue~~
~~Chicago, Illinois 60659~~
~~Attn: Vijay Patel~~
~~6903 Congress St.~~
~~New Port Richey, FL 34653~~

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

~~Pamela J. Mills~~
~~Law Offices of Pamela J. Mills~~
~~175 Bradwell Road~~
~~Inverness~~Nathan Q. Rugg
Barack Ferrazzano Kirschbaum & Nagelberg LLP
200 West Madison Street, Suite 3900
Chicago, Illinois 60606
Email: ~~pamela@pamelamillslaw.com~~

nathan.rugg@bfkn.com

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

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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 time 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:

BUYER:

PERFECT BROW ART, INC.

Brow Art ~~23~~Management LLC

By: _____
Elizabeth Porikos-Gorgees, President

By: _____
~~Afaan A. Mohammed~~ Vijay Patel, its
Manager

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

LOCKS ROCKS, INC.

By: _____
Elizabeth Porikos-Gorgees, President

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.

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“**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 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.~~

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~~“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.

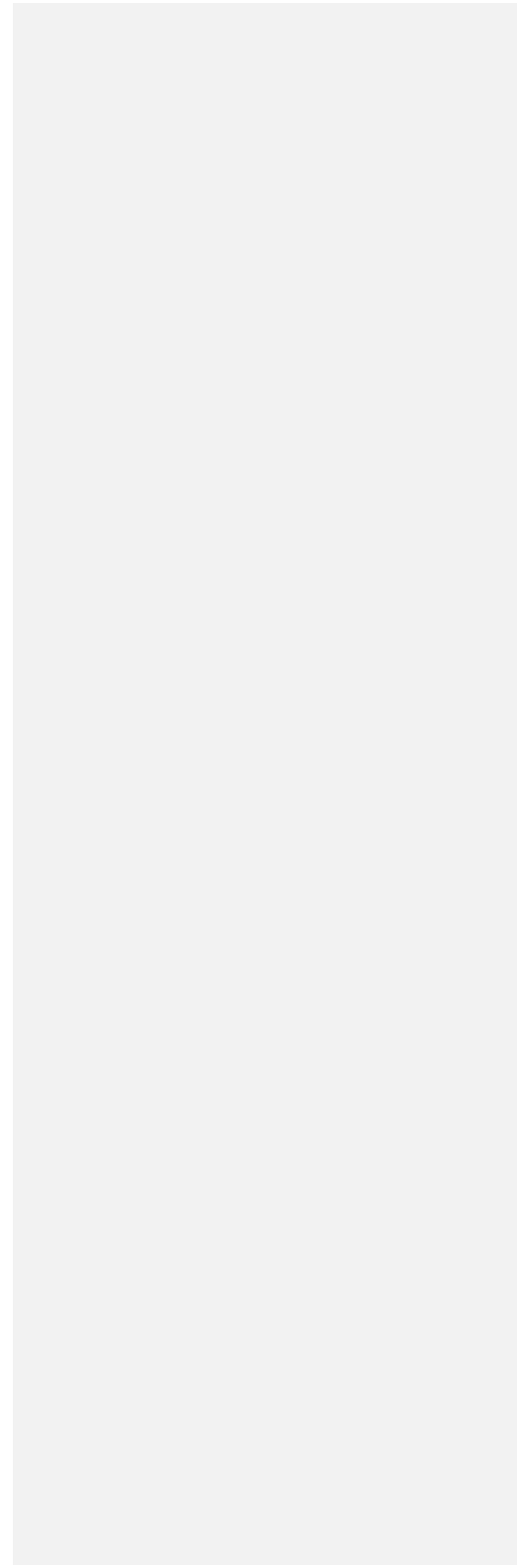
SCHEDULE 1.3

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., except that certain Franchise Agreement dated October 7, 2016, by and between OOH La La Beauty Bar Franchise, Inc. and Mehrnoush Bashi.

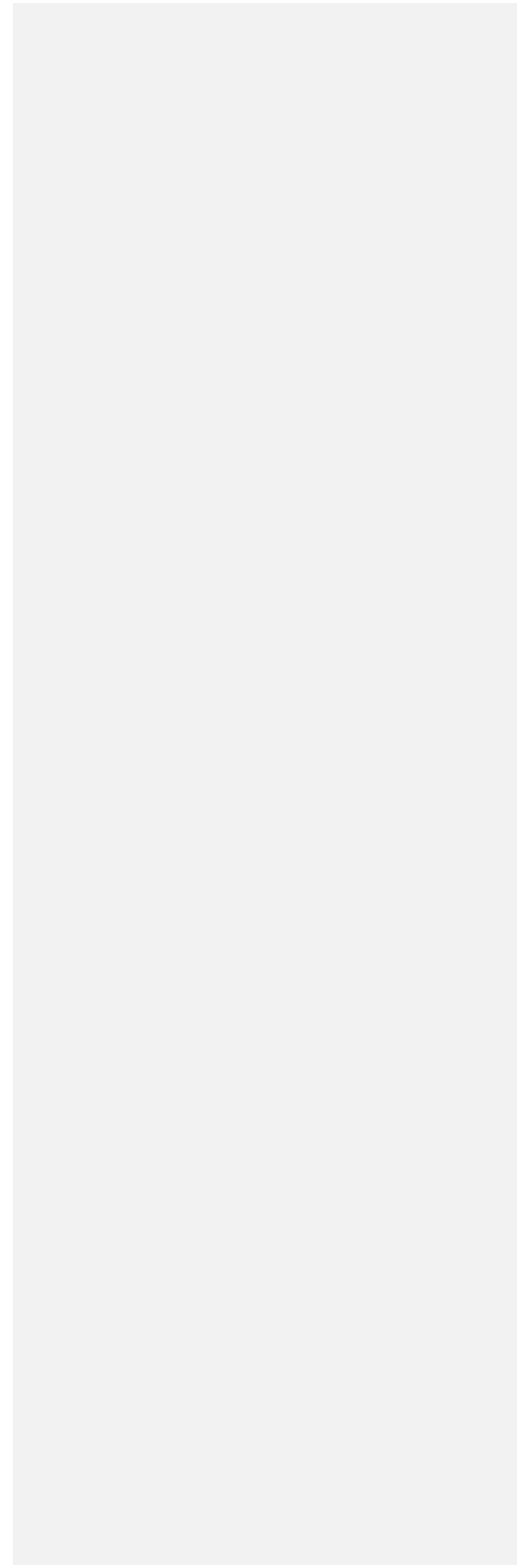
SCHEDULE 1.4(a)

CONTRACTS AND LEASES



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

EXHIBIT C

FIRST AMENDMENT TO ASSET PURCHASE AGREEMENT

This First Amendment to that certain ASSET PURCHASE AGREEMENT (“**First Amendment**”) is entered into as of August 29, 2019, by and among BROW ART MANAGEMENT LLC or assigns (“**Buyer**”), 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 OOH LA LA BEAUTY BAR FRANCHISE, INC., an Illinois corporation (“**Ooh La La**”) (collectively, “**Seller**”); collectively the “**Parties**” and each a “**Party**.”

RECITALS

WHEREAS, on July 29, 2019, Buyer and Seller (excluding Ooh La La) entered into that certain Asset Purchase Agreement dated as of July 29, 2019 (“**Purchase Agreement**”); and

WHEREAS, following the execution of the Purchase Agreement, it was determined that Ooh La La should be included as a “**Seller**” as the Purchased Assets included that certain Franchise Agreement dated October 7, 2016, by and between OOH La La and Mehrnoush Bashi.

WHEREAS, on July 30, 2019 the Seller elected to proceed with an offer for the Purchased Assets other than the Purchase Agreement, and the Bankruptcy Court entered an order [Docket No. 425] approving a sale to an alternative buyer (the “**Alternative Buyer**”).

WHEREAS, the Alternative Buyer failed to timely close its sale, the Seller properly terminated its purchase agreement with the Alternative Buyer, and the Parties entered into good faith, arms-length negotiations to amend the terms of the sale of the Purchased Assets and to modify the Purchase Agreement, as set forth herein.

WHEREAS, the Parties have agreed that LOCKS ROCKS[sic], INC., an Illinois corporation should not have been named as a Seller to the Purchase Agreement.

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

AMENDMENTS

1.1 Schedule 1.3 shall be in the form attached to this First Amendment, which shall be deemed the final form of Schedule 1.3 for purposes of the Purchase Agreement.

1.2 The list of Assumed Contracts and Assumed Leases attached to the Purchase Agreement as Schedule 1.4(b) shall be in the form attached to this First Amendment, which shall be deemed the final form of Schedule 1.4(b) for purposes of the Purchase Agreement, subject to

additions and deletions under Section 1.4 of the Purchase Agreement or by agreement between Seller and Buyer as provided therein.

1.3 The text of Section 1.4(g) of the Purchase Agreement shall be deleted in its entirety and the following shall be substituted in lieu thereof:

After August 28, 2019 and through September 30, 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).

1.4 The text of Section 2.1 of the Purchase Agreement shall be deleted in its entirety and the following shall be substituted in lieu thereof:

The purchase price ("**Purchase Price**") for the Purchased Assets shall be the sum of FOUR MILLION FIVE HUNDRED THOUSAND AND 00/100 DOLLARS (\$4,500,000.00) (the "**Sale Proceeds**") payable in accordance with Sections 2.2 and 2.3 below plus the Assumed Liabilities. Separate from the Purchase Price and from the Sale Proceeds, on or before the Closing Date Buyer will deposit TWO MILLION AND 00/100 DOLLARS (\$2,000,000.00) in working capital into an account controlled by the Buyer and shall provide evidence of same to Seller.

1.5 The first sentence of Section 2.2 shall be deleted in its entirety and the following shall be substituted in lieu thereof:

Seller acknowledges that it received from Buyer by August 23, 2019, in cash, FOUR HUNDRED FIFTY THOUSAND AND 00/100 DOLLARS (\$450,000.00) (the "**Good Faith Deposit**") wired into a non-interest-bearing deposit account designated by Seller to be held in trust for the benefit of the Parties by Seller in accordance with the terms hereof.

1.6 The text of Section 2.3 of the Purchase Agreement shall be deleted in its entirety and the following shall be substituted in lieu thereof:

On the Closing Date, Buyer shall wire transfer immediately available funds in the amount of FOUR MILLION FIFTY THOUSAND AND 00/100 DOLLARS (\$4,050,000.00) to the Seller, consisting of the Sale Proceeds minus the Good Faith Deposit.

1.7 The definition of "Drop Dead Date", set forth in Section 5.1, shall be the earlier of (i) ten (10) days following entry of the Sale Order; or (ii) September 30, 2019.

1.8 In Section 13.1 (c)(iii)(II), the word "not" is hereby deleted.

1.9 LOCKS ROCKS[sic], INC., an Illinois corporation, is hereby removed and released as a Seller from the Purchase Agreement.

1.10 The text of Section 6.6 of the Purchase Agreement shall be modified to add the following language: "To the best of Seller's knowledge, the Intellectual Property consists only of domestic rights thereto, and there is no foreign Intellectual Property."

1.11 The word "domestic" shall be deleted and removed from the text of the Purchase Agreement in all instances, including without limitation, as it appears in (i) the third "WHEREAS" recital; (ii) Section 1.2; (iii) Section 1.2(f); (iv) Section 6.4; and (v) Section 6.5.

ARTICLE 2

MISCELLANEOUS

2.1 Entire Amendment. This First Amendment (together with the Exhibits and Schedules attached hereto), 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.

2.2 Supersedes. To the extent that any term, provision or condition of this First Amendment conflict with any term, provision or condition of the Purchase Agreement, the terms, provisions or conditions of this First Amendment shall control.

2.3 Counterparts. This First Amendment 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 First Amendment shall be deemed to be originals and may be relied on to the same extent as the originals.

2.4 Schedules. The Schedules referenced in this First Amendment and attached hereto shall be deemed to be a part of this First Amendment and are incorporated herein by this reference.

2.5 Amendment. This First Amendment may be amended only by a writing executed by the authorized representatives of Buyer and Seller.

2.6 Defined Terms. Unless otherwise defined in this First Amendment, capitalized terms not defined herein shall have the meaning attributed to such terms in the Purchase Agreement.

2.7 Ratification. Except as specifically amended herein, the terms and conditions contained in the Purchase Agreement are ratified and affirmed.

*SIGNATURES CONTINUE ON NEXT PAGE
REMAINDER OF PAGE INTENTIONALLY LEFT BLANK*

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

SELLER:

BUYER:

PERFECT BROW ART, INC.

BROW ART MANAGEMENT LLC

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

By: _____
Vijay Patel, its Manager

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

OOH LA LA BEAUTY BAR FRANCHISE, INC.

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

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

OOH LA LA BEAUTY BAR FRANCHISE, INC.

By: _____
Elizabeth Porikos-Gorgees, President

BUYER:

BROW ART MANAGEMENT LLC

By: Vijay Patel
Vijay Patel, its Manager

LIST OF SCHEDULES

- 1.3** Excluded Assets
- 1.4(b)** Assumed Contracts and Leases

SCHEDULE 1.3

EXCLUDED ASSETS

1667476.v1
1668178.v1

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. [Intentionally Omitted];
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., except that certain Franchise Agreement dated October 7, 2016, by and between OOH La La Beauty Bar Franchise, Inc. and Mehrnoush Bashi.

SCHEDULE 1.4(b)

ASSUMED CONTRACTS AND LEASES

1667476.v1
1668178.v1

Perfect Brow Art, Inc., et al.

Schedule 1.04(b) - Assumed 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 3/29/2013 (STORE #437)
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 #325)
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 3/2/2015 (STORE #1121)
7 Florida	CITRUS PARK VENTURE LP	LEASE FOR LOCATION AT CITRUS PARK SHOPPING CENTER DATED 8/3/2011 (STORE #8157)
8 Florida	CORAL-CS LTD. ASSOC.	LEASE FOR LOCATION AT CORAL SQUARE MALL DATED 10/18/2013 (STORE #9241)
11 Florida	FLORIDA MALL ASSOC. LTD.	LEASE FOR LOCATION AT FLORIDA MALL DATED 12/18/2012 (STORE #1204B)
13 Florida	GULF VIEW REALTY LLC	LEASE FOR LOCATION AT GULFVIEW MALL DATED 9/17/2012 (STORE #277)
15 Florida	OAKS MALL, LLC	LEASE FOR LOCATION AT OAKS MALL DATED 11/2/2015 (STORE #E0001)
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 #1050)
18 Florida	PADDOCK MALL, LLC	LEASE FOR LOCATION AT PADDOCK MALL DATED 9/20/2012 (STORE #562)
19 Florida	PEMBROKE LAKES MALL LLC	LEASE FOR LOCATION AT PEMBROKE LAKES DATED 5/19/2013 (STORE #00612)
22 Florida	SIMON PROPERTY GROUP, LP	LEASE FOR LOCATION AT CORDORVA MALL DATED 12/20/2011 (STORE #M1203)
23 Florida	SRM-SPE LLC	LEASE FOR LOCATION AT SANTA ROSA MALL DATED 12/20/2012 (STORE #14H)
24 Florida	TAMPA WESTSHORE ASSOC. LP	LEASE FOR LOCATION AT INTERNATIONAL PLAZA DATED 6/25/2013 (STORE #101C)
25 Florida	TB MALL AT UTC LLC	LEASE FOR LOCATION AT UNIVERSITY TOWN CENTER DATED 6/26/2014 (STORE #299A)
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 #404)
31 Florida	WESTLAND MALL LLC	LEASE FOR LOCATION AT WESTLAND MALL DATED 9/30/2014 (STORE #1506)
201 Perfect Brow Art Inc.	MOAC MALL HOLDINGS LLC	LEASE FOR LOCATION AT MALL OF AMERICA DATED 1/30/2018 (STORE #S222)
73 Oakland	URBANCAL OAKLAND MALL, LLC	LEASE FOR LOCATION AT OAKLAND MALL DATED 4/30/2013 (STORE #T362K)
77 PB Art Franchise	ANDY HODROJ	FRANCHISE AGREEMENT RE: ANNAPOLIS MALL (STORE #73)
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 #139)
79 PB Art Franchise	ANDY HODROJ	FRANCHISE AGREEMENT RE: ARUNDEL MILLS (STORE #140)
80 PB Art Franchise	ANDY HODROJ	FRANCHISE AGREEMENT RE: ARUNDEL MILLS (ADVERTISING CART #115)
81 PB Art Franchise	ANDY HODROJ	FRANCHISE AGREEMENT RE: HARFORD MALL (STORE #H-04)

Perfect Brow Art, Inc., et al.
Schedule 1.04(b) - Assumed Contracts and Leases

Debtor	Contract /Lease Counterparty	Description of Contract/Lease
82 PB Art Franchise	ANDY HODROJ	FRANCHISE AGREEMENT RE: MALL IN COLUMBIA (STORE #1085)
83 PB Art Franchise	ANDY HODROJ	FRANCHISE AGREEMENT RE: MONDAWMIN MALL (STORE #2620)
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)
86 PB Art Franchise	ANDY HODROJ	FRANCHISE AGREEMENT RE: SECURITY SQUARE MALL (STORE #131)
87 PB Art Franchise	ANDY HODROJ	FRANCHISE AGREEMENT RE: TOWSON TOWN CENTER (CART #7502)
88 PB Art Franchise	ANDY HODROJ	FRANCHISE AGREEMENT RE: TOWSON TOWN CENTER (STORE #1355)
89 PB Art Franchise	ANDY HODROJ	FRANCHISE AGREEMENT RE: WHEATON MALL (STORE #G10E)
90 PB Art Franchise	ANDY HODROJ	FRANCHISE AGREEMENT RE: WHEATON MALL (STORE #P120)
91 PB Art Franchise	ANDY HODROJ	FRANCHISE AGREEMENT RE: WHEATON MALL (ADVERTISING CART #R005Z)
92 PB Art Franchise	ANKIT PATEL	FRANCHISE AGREEMENT RE: MAYFAIR MALL (STORE #0036)
93 PB Art Franchise	ANKIT PATEL	FRANCHISE AGREEMENT RE: SOUTHRIDGE MALL (STORE #1140)
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 #D02A)
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)
101 PB Art Franchise	NEETU RAI	FRANCHISE AGREEMENT RE: LLOYD CENTER (STORE #H200)
102 PB Art Franchise	NOAH MASIL	FRANCHISE AGREEMENT RE: CENTRAL MALL (KIOSK #K307)
103 PB Art Franchise	NOAH MASIL	FRANCHISE AGREEMENT RE: QUAIL SPRINGS MALL (STORE #124)
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)
107 PB Art Franchise	POOJA GOYAL	FRANCHISE AGREEMENT RE: SOUTHLAKE MALL (KIOSK #9014)
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 #0328)
110 PB Art Franchise	RAJESH SONI	FRANCHISE AGREEMENT RE: RIVER HILLS MALL (STORE #0502)
111 PB Art Franchise	SAM PATEL	FRANCHISE AGREEMENT RE: BRIARWOOD MALL (STORE #G129)
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)

Perfect Brow Art, Inc., et al.
Schedule 1.04(b) - Assumed Contracts and Leases

Debtor	Contract /Lease Counterparty	Description of Contract/Lease
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)
118 PB Art Franchise	SHAHRAM JANAMIAN	FRANCHISE AGREEMENT RE: OAK PARK MALL (STORE #15)
119 PB Art Franchise	SHAZIA ITTIQ	FRANCHISE AGREEMENT RE: PENN SQUARE MALL (KIOSK #1103)
120 PB Art Franchise	SHIMA & MAZDEK ABDOLLAHI	FRANCHISE AGREEMENT RE: LENOX SQUARE (STORE #2043)
121 PB Art Franchise	SHIMA & MAZDEK ABDOLLAHI	FRANCHISE AGREEMENT RE: MALL AT STONECREST (STORE #2270)
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 BANIYA	FRANCHISE AGREEMENT RE: SAVANNAH MALL (STORE #1126)
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.	AMEREA LLC	LEASE FOR LOCATION AT AMERICAN DREAM DATED 8/27/2018 (STORE #G281)
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 SOUTHRIDGE MALL DATED 11/21/2017 (STORE #1140)
134 Perfect Brow Art Inc.	ANNAPOLIS MALL L.P.	LEASE FOR LOCATION AT ANNAPOLIS MALL #2 DATED 3/13/2012 (STORE #1205)
135 Perfect Brow Art Inc.	ANNAPOLIS MALL L.P.	LEASE FOR LOCATION AT ANNAPOLIS MALL DATED 11/17/2017 (STORE #73)
136 Perfect Brow Art Inc.	APACHE MALL, LLC	LEASE FOR LOCATION AT APACHE MALL DATED 6/18/2013 (STORE #0328)
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)
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 12/19/2013 (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)
150 Perfect Brow Art Inc.	CHERRYVALE MALL LLC	LEASE FOR LOCATION AT CHERRYVALE MALL DATED 10/21/2014 (STORE #PK-07)
152 Perfect Brow Art Inc.	COMERICA BANK	LEASE FOR LOCATION AT FAIR OAKS MALL DATED 6/26/2014 (STORE #G240)
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 2/28/2012 (STORE #F107)
159 Perfect Brow Art Inc.	FARZONA KONCILOVA	SUBLEASE FOR JORDAN CREEK TOWN CENTER DATED 7/1/2015 (STORE #12000)

Perfect Brow Art, Inc., et al.
Schedule 1.04(b) - Assumed Contracts and Leases

Debtor	Contract /Lease Counterparty	Description of Contract/Lease
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 #1620)
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 3/20/2017 (STORE #0502)
167 Perfect Brow Art Inc. Sould be P.B. Art Franchise	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)
173 Perfect Brow Art Inc.	INTUIT, INC.	QUICKBOOKS LICENSE #9853-8505-7455-765
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 6/2/2015 (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)
180 Perfect Brow Art Inc.	LYNNHAVEN MALL LLC	LEASE FOR LOCATION AT LYNNHAVEN MALL DATED 3/19/2015 (STORE #0H07)
181 Perfect Brow Art Inc.	MALL AT BRIARWOOD, LLC	LEASE FOR LOCATION AT BRIARWOOD MALL (STORE #G129)
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)
185 Perfect Brow Art Inc.	MALL AT LONGVIEW, LLC	LEASE FOR LOCATION AT LONGVIEW MALL DATED 1/5/2016 (STORE #0G03)
188 Perfect Brow Art Inc.	MALL AT SUMMIT LLC	LEASE FOR LOCATION AT SUMMIT MALL DATED 12/29/2011 (STORE #172C)
190 Perfect Brow Art Inc.	MALL OF COLUMBIA BUSINESS TRUST, INC.	LEASE FOR LOCATION AT MALL IN COLUMBIA DATED 11/10/2015 (STORE #1085)
192 Perfect Brow Art Inc.	MAYFAIR MALL, LLC	LEASE FOR LOCATION AT MAYFAIR MALL DATED 2/26/2014 (STORE #0036)
195 Perfect Brow Art Inc.	MESILLA VALLEY SPE	LEASE FOR LOCATION AT MESILLA VALLEY DATED 11/25/2014 (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 #3894D02D-1A68-42CA-9145-23759FEDB51A)
198 Perfect Brow Art Inc.	MICROSOFT CORPORATION	LICENSE(S) FOR MICROSOFT 365 (ORDER #580D6F72-F37D-4610-A7DF-7F4BAB81D00A)
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 6/5/2012 (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 8/1
203 Perfect Brow Art Inc.	MONTGOMERY MALL CONDOS LLC	LEASE FOR LOCATION AT MONTGOMERY MALL #2 DATED
204 Perfect Brow Art Inc.	MONTGOMERY MALL CONDOS LLC	LEASE FOR LOCATION AT MONTGOMERY MALL STORE DA
205 Perfect Brow Art Inc.	MSC #7560	LEASE FOR LOCATION AT GREAT LAKES MALL DATED 12/22/2011 (STORE #356)
207 Perfect Brow Art Inc.	NEETU RAI	SUBLEASE FOR LLOYD CENTER DATED 4/15/2017 (STORE #H200)
208 Perfect Brow Art Inc.	NORTH POINT MALL, LLC.	LEASE FOR LOCATION AT NORTH POINT MALL DATED 3/16/2015 (STORE #2086)

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Schedule 1.04(b) - Assumed Contracts and Leases

Debtor	Contract /Lease Counterparty	Description of Contract/Lease
209 Perfect Brow Art Inc.	NORTHRIDGE OWNER, LP	LEASE FOR LOCATION AT NORTHRIDGE MALL STORE DATED 7/8/2016 (STORE #Q03)
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 #15)
214 Perfect Brow Art Inc.	OPRY MILLS MALL, LP	LEASE FOR LOCATION AT OPRY MILLS DATED 1/23/2012 (STORE #736)
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 #K0206)
219 Perfect Brow Art Inc.	PENN ROSS JOINT VENTURE	LEASE FOR LOCATION AT ROSS PARK DATED 4/25/2014 (STORE #K13A)
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 12/12/2018 (STORE #0249)
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)
227 Perfect Brow Art Inc.	RICH-TAUBMAN ASSOCIATES	LEASE FOR LOCATION AT STAMFORD TOWN CENTER DATED 1/29/2015 (STORE #G203)
229 Perfect Brow Art Inc.	SA GALLERIA IV, LP	LEASE FOR LOCATION AT HOUSTON GALLERIA DATED 8/9/2011 (STORE #5275)
231 Perfect Brow Art Inc.	SAVANNAH MALL REALTY HOLDING, LLC	LEASE FOR LOCATION AT SAVANNAH MALL DATED 1/8/2013 (STORE #1126)
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 #136)
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 #E06)
240 Perfect Brow Art Inc.	SOUTH COUNTY SHOPPINGTOWN LLC	LEASE FOR LOCATION AT SOUTH COUNTY CENTER DATED 4/6/2016 (STORE #9018)
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 #516)
246 Perfect Brow Art Inc.	SOUTHLAKE INDIANA LLC	LEASE FOR LOCATION AT SOUTHLAKE MALL STORE DATED 7/23/2013 (STORE #9014)
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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Schedule 1.04(b) - Assumed Contracts and Leases

Debtor	Contract /Lease Counterparty	Description of Contract/Lease
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 #K1)
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 #1844)
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)
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 #A22)
263 Perfect Brow Art Inc.	SVAP II STONES RIVER, LLC	LEASE FOR LOCATION AT STONES RIVER MALL DATED 10/9/2012 (STORE #F190)
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 #7502)
267 Perfect Brow Art Inc.	TOWSON TC, LLC	LEASE FOR LOCATION AT TOWSON TOWN CENTER STORE (STORE #1355)
272 Perfect Brow Art Inc.	WEST COUNTY MALL CMBS, LLC	LEASE FOR LOCATION AT WEST COUNTY CENTER DATED 4/6/2016 (STORE #1005)
273 Perfect Brow Art Inc.	WEST FARMS MALL LLC	LEASE FOR LOCATION AT WEST FARMS MALL DATED 1/21/2015 (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 5/1/2012 (STORE #E115)
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 1/5/2016 (STORE #264C)
383 Perfect Brow Art Inc.	YTC MALL OWNER LLC	LEASE FOR LOCATION AT YORKTOWN CENTER STORE DATED 7/14/2016 (STORE #157G)
385 Perfect Brow Art Inc.	DDR DEL SOL, LLC SE	LEASE FOR LOCATION AT PLAZA DEL SOL DATED 4/5/2017 (STORE NO. S-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 #R6)
32 Florida	WORLDPAY INTEGRATED PAYMENTS, LLC	MERCHANT AGREEMENT RE: MERCHANT ID #4445023934554 (BROW ART 23 - DOLPHIN MALL)
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)

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Debtor	Contract /Lease Counterparty	Description of Contract/Lease
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)
56 Florida	WORLDPAY INTEGRATED PAYMENTS, LLC	MERCHANT AGREEMENT RE: MERCHANT ID #8788430112449 (BROW ART 23 - BRANDON TOWN 2)
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 - SP1121)

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Debtor	Contract /Lease Counterparty	Description of Contract/Lease
60 Florida	WORLDPAY INTEGRATED PAYMENTS, LLC	MERCHANT AGREEMENT RE: MERCHANT ID #8788430131833 (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)
69 Locks Rock	WORLDPAY INTEGRATED PAYMENTS, LLC	MERCHANT AGREEMENT RE: MERCHANT ID #4445023439042 (OOH LA LA - OAK PARK MALL)
70 Locks Rock	WORLDPAY INTEGRATED PAYMENTS, LLC	MERCHANT AGREEMENT RE: MERCHANT ID #4445024646737 (OOH LA LA - BEAUTY BAR - ECOM)
71 Locks Rock	WORLDPAY INTEGRATED PAYMENTS, LLC	MERCHANT AGREEMENT RE: MERCHANT ID #4445029472289 (OOH LA LA - FOREST PLAZA)
72 Locks Rock	WORLDPAY INTEGRATED PAYMENTS, LLC	MERCHANT AGREEMENT RE: MERCHANT ID #8788430381576 (OOH LA LA - CORPORATE POOLING)
74 Oakland	WORLDPAY INTEGRATED PAYMENTS, LLC	MERCHANT AGREEMENT RE: MERCHANT ID #8788430073940 (BROW ART 23 - OAKLAND MALL)
282 Perfect Brow Art Inc.	WORLDPAY INTEGRATED PAYMENTS, LLC	MERCHANT AGREEMENT RE: MERCHANT ID #4445021763433 (BROW ART 23 - ROLLING OAKS TX)
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 -SPACE 0B15A)
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 - NORTHDRIDGE 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 101)
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 CA)
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 (K01FB38))
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)

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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 NV)
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)
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 #4445029737764 (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 - RIDGMAR)
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)

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Debtor	Contract /Lease Counterparty	Description of Contract/Lease
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)
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 STORE)
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)

Perfect Brow Art, Inc., et al.
Schedule 1.04(b) - Assumed Contracts and Leases

Debtor	Contract /Lease Counterparty	Description of Contract/Lease
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 #8788430111762 (BROW ART 23 - CORPORATE)
353 Perfect Brow Art Inc.	WORLDPAY INTEGRATED PAYMENTS, LLC	MERCHANT AGREEMENT RE: MERCHANT ID #8788430114970 (BROW ART 23 - VALLEY HILLS (HICKORY))
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)
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 KIOSK)
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 GALLERIA)
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)

Perfect Brow Art, Inc., et al.
Schedule 1.04(b) - Assumed Contracts and Leases

Debtor	Contract /Lease Counterparty	Description of Contract/Lease
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 - SOUTHDALE 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 - JOLIET MALL)
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)
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 #8788430149467 (PLAZA CAROLINA)

EXHIBIT D

UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

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

NOTICE OF SECOND ASSIGNMENT OF LEASES

**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 approving the Sale of the Purchased Assets to the Successful Bidder; and (c) granting related relief. [Docket No. 267].

Sale Order: On July 30, 2019, the Court entered an order (the "*Sale Order*") approving the Sale of the Purchased Assets to Brow Art 23 LLC. ("*First Buyer*"), including the assumption and assignment of your contract or lease. [Docket No. 425]. Brow Art 23 LLC failed to close on the Sale of the Purchased Assets.

Second Sale Motion. On August 29, 2019, the Debtors filed their motion (the "*Second Sale Motion*") for relief from judgment from the Sale Order and to sell the Purchased Assets to Brow Art Management LLC ("*New Buyer*").

Objection Rights. if you are receiving this notice, you or your company is a counterparty to an Assumed Contract or Lease that was assumed pursuant to the Sale Order and the Debtors

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).

are now seeking to assign to New Buyer in the Second Sale Motion. You may object to the New Buyer's adequate assurance no later than **September 6, 2019, at 5:00 p.m. (Central Time)**.

Final Hearing: A hearing will be held before Donald R. Cassling, United States Bankruptcy Judge, on **September 10, 2019 at 1:00 p.m. (Central Time)** in the United States Bankruptcy Court for the Northern District of Illinois, 219 South Dearborn Street, Courtroom 619, Chicago, Illinois 60604, to consider the Second Sale Motion.

Dated: August 30, 2019

Respectfully submitted,

PERFECT BROW ART, INC., ET AL.

By: /s/ Harold D. Israel

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Attorneys for the Debtors