

Court File Nos. 31-2363758/31-2363759

JONES CANADA, INC. AND NINE WEST CANADA LP

**FIRST REPORT OF RICHTER ADVISORY GROUP INC.
IN ITS CAPACITY AS TRUSTEE UNDER THE
NOTICES OF INTENTION TO MAKE A PROPOSAL OF
JONES CANADA, INC. AND NINE WEST CANADA LP**

APRIL 9, 2018

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**ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)**

**IN THE MATTER OF THE NOTICES OF INTENTION TO MAKE A PROPOSAL OF
JONES CANADA, INC. AND NINE WEST CANADA LP**

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APRIL 9, 2018

I. INTRODUCTION

1. This report (the “**First Report**”) is filed by Richter Advisory Group Inc. (“**Richter**”) in its capacity as proposal trustee (the “**Proposal Trustee**”) in connection with the Notices of Intention to Make a Proposal (“**NOIs**”) filed by each of Jones Canada, Inc. (“**Jones Canada**”) and Nine West Canada LP (“**NW Canada LP**”, and together with Jones Canada, the “**NW Canada Entities**”).
2. On April 6, 2018 (the “**Filing Date**”), the NW Canada Entities each filed a NOI pursuant to Section 50.4(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (the “**BIA**”) and Richter was appointed as Proposal Trustee under each NOI. Copies of the Certificates of Filing issued by the Superintendent of Bankruptcy for each of the NW Canada Entities are attached hereto as **Appendix “A”**.
3. The purpose of this First Report is to provide the Ontario Superior Court of Justice (Commercial List) (the “**Court**”) with information pertaining to the following:
 - (i) a limited summary of certain background information about the NW Canada Entities;
 - (ii) the NW Canada Entities’ proposed post-filing strategy, including information on the liquidation process proposed to be undertaken by the NW Canada Entities;

- (iii) the key terms of a consultation agreement (the “**Consulting Agreement**”) between the NW Canada Entities and SB360 Capital Partners LLC (the “**Consultant**”), pursuant to which, subject to Court approval, the Consultant will act as liquidation consultant to assist in liquidating the NW Canada Entities’ inventory and owned furniture, fixtures and equipment (“**FF&E**”) at the NW Canada Entities’ retail locations in accordance with the sale guidelines (the “**Sale Guidelines**”) appended to the Liquidation Process Order (as hereinafter defined);
- (iv) the proposed charges (the “**Charges**”) sought by the NW Canada Entities;
- (v) the NW Canada Entities request for an order approving the key employee retention agreement (the “**KERA**”);
- (vi) the NW Canada Entities request for an order approving the administrative and substantive consolidation of the NW Canada Entities’ proposal proceedings;
- (vii) the NW Canada Entities request for an extension of the time required to file a consolidated proposal (the “**Proposal Period**”) to June 20, 2018;
- (viii) the reasons why the Proposal Trustee is of the view that the Consulting Agreement should be approved by this Court; and
- (ix) the Proposal Trustee’s recommendation that this Court make orders, as requested by the NW Canada Entities:
 - (a) approving the Consulting Agreement and the Sale Guidelines;
 - (b) authorizing and directing the NW Canada Entities, with the assistance of the Consultant, to conduct a liquidation of the NW Canada Entities’ retail operations, in accordance with the Sale Guidelines, and to take any and all actions as may be necessary or desirable to implement the Consulting Agreement and each of the transactions contemplated therein;
 - (c) authorizing NW Canada LP to continue using its existing cash management system but for the repayment of any intercompany amounts;
 - (d) approving the extension of the Proposal Period to June 20, 2018;
 - (e) approving the administrative and substantive consolidation of the NW Canada Entities’ proposal proceedings and authorizing the Proposal Trustee to administer the NW Canada Entities’ proposal proceedings as if the proceedings were a single proceeding;

- (f) approving the Charges;
- (g) approving the KERA; and
- (h) sealing the Comparative Analysis (as hereinafter defined) and the KERA until further order of the Court.

II. TERMS OF REFERENCE

4. Unless otherwise noted, all monetary amounts contained in this First Report are expressed in Canadian dollars.
5. In preparing this First Report, the Proposal Trustee has relied upon certain unaudited, draft, and / or internal financial information prepared by representatives of the NW Canada Entities, the NW Canada Entities' books and records, and discussions with representatives of the NW Canada Entities and the NW Canada Entities' legal counsel (collectively, the "Information").
6. Except as otherwise described in this First Report, the Proposal Trustee has not audited, reviewed or otherwise attempted to verify the accuracy or completeness of the Information in a manner that would wholly or partially comply with Generally Accepted Assurance Standards ("GAAS") pursuant to the Chartered Professional Accountant of Canada Handbook (the "CPA Handbook") and, as such, the Proposal Trustee expresses no opinion or other form of assurance contemplated under GAAS in respect of the Information.
7. Future oriented financial information relied upon in this First Report is based on the NW Canada Entities' representatives' assumptions regarding future events; actual results achieved may vary from the information presented even if the hypothetical assumptions occur and these variations may be material. Accordingly, the Proposal Trustee expresses no assurance as to whether projections will be achieved.

III. GENERAL BACKGROUND INFORMATION ON THE NW CANADA ENTITIES

8. The NW Canada Entities are the sole retailers and wholesalers of Nine West brand footwear and accessories in Canada. The NW Canada Entities are also the exclusive wholesalers of various brands of women's jewellery, handbags and footwear in Canada.
9. The NW Canada Entities' business, affairs, financial performance and position, as well as the causes of their insolvency, are detailed in the affidavit of Mr. Ralph Schipani sworn April 6, 2018 (the "Schipani Affidavit") in support of the NW Canada Entities' April 11, 2018 motion and are, therefore, not repeated herein. The Proposal Trustee has reviewed the Schipani Affidavit and discussed the business and affairs of the NW Canada Entities with senior management personnel of the NW Canada Entities and is of the view that the Schipani Affidavit provides a fair summary thereof.

Corporate Structure

10. Jones Canada is a private company incorporated under the Ontario *Business Corporations Act*, R.S.O. 1990, c. B. 16 whose registered office is located at 1446 Don Mills Road, Suite 100, Toronto, Ontario. Jones Canada is the general partner of NW Canada LP, a limited partnership whose limited partner is Jones Apparel Group Canada ULC, a Nova Scotia unlimited liability corporation.
11. Jones Canada carries on no other business aside from being the general partner of NW Canada LP.
12. The NW Canada Entities are indirect wholly-owned subsidiaries of U.S. parent companies whose ultimate parent is Jasper Parent LLC (the “**NW US Entities**”, and together with the NW Canada Entities, the “**NW Entities**”). A chart showing the corporate structure of the NW Canada Entities and their position in the NW Entities’ organization is attached as Exhibit “A” to the Schipani Affidavit.

Historical Overview

13. The NW Canada Entities acquired their business in 2015 from Sherson Group Inc. (“**Sherson**”), which had been the Canadian wholesaler and retail licensee of the Nine West brand for almost 30 years.
14. Sherson had been experiencing its own financial difficulties, which ultimately led to Sherson filing a NOI on June 29, 2015. Richter was appointed as trustee in Sherson’s NOI proceedings.
15. As described in the Schipani Affidavit, the NW US Entities were involved in Sherson’s NOI proceedings in that the NW US Entities were the licensor of Nine West and other brands to Sherson. In addition, the NW US Entities were Sherson’s largest creditor.
16. On August 20, 2015, as part of Sherson’s NOI proceedings, the Court approved the sale of substantially all of Sherson’s business and assets to NW Canada LP – the sale closed on August 21, 2015.

Retail and Wholesale Operations

17. As at the Filing Date, the NW Canada Entities operated 35 retail stores across Canada. 21 stores are located in Ontario with the remaining stores located in Manitoba (2), Alberta (4), British Columbia (4), Quebec (3) and Nova Scotia (1). All of the NW Canada Entities’ retail locations are leased. Approximately 75% of the NW Canada Entities’ revenue is generated from its retail operations. A chart detailing the NW Canada Entities’ store locations by province is attached as Exhibit “B” to the Schipani Affidavit.

18. In addition to the NW Canada Entities' retail operations, pursuant to various wholesale arrangements, the NW Canada Entities supply branded footwear and accessories to certain large retailers / e-commerce platforms, including the Hudson's Bay Company, Nordstrom Rack, Winners, Saks Off Fifth, the Designer Shoe Warehouse, the Shoe Company and Amazon. Approximately 25% of the NW Canada Entities' revenue is generated from its wholesale operations.
19. The NW Canada Entities' managerial and administrative staff operates from a leased head office located in Toronto, Ontario. The NW Canada Entities also make use of a distribution centre located in Toronto, Ontario, which is owned and operated by a third party logistics provider, where inventory is received, stored and shipped to retail stores and wholesale customers.
20. As at the Filing Date, the NW Canada Entities had approximately 332 employees of whom approximately 225 were part-time employees. The NW Canada Entities' employees are not represented by a union and are not subject to a collective bargaining agreement. The NW Canada Entities do not sponsor any pension plans for their employees.

NW Canada Entities' Creditors

21. Copies of the creditor lists included in each of the NW Canada Entities' proposal proceedings are attached hereto as Appendix "B". As noted above, Jones Canada does not carry on any business activities aside from being the general partner of NW Canada LP. In such capacity, Jones Canada is liable for all obligations of NW Canada LP. For this reason, the lists of creditors for each of the NW Canada Entities are identical.
22. As detailed in the Schipani Affidavit, since its acquisition, the NW US Entities have funded various operating costs of the NW Canada Entities via intercompany financing, including inventory purchases, licence-related charges / design assist costs relating to the Nine West brand and other branded merchandise acquired by the NW Canada Entities, travel and insurance.
23. In the fall of 2017, the NW Canada Entities were in need of additional financing to meet their obligations and continue operations. The NW US Entities agreed to provide this critical additional financing on a secured basis.
24. On October 18, 2017, NW Canada LP issued two interest-bearing revolving intercompany notes in favour of two of the NW US Entities (collectively, the "**Promissory Notes**"). Copies of the Promissory Notes are attached as Exhibits "D" and "E" to the Schipani Affidavit. As security for NW Canada LP's obligations under the Promissory Notes, NW Canada LP provided general security agreements and hypothecs to the holders of the Promissory Notes (collectively, the "**Intercompany Security**"). Copies of the Intercompany Security are attached as Exhibits "F" and "G" to the Schipani Affidavit.

25. Since issuing the Promissory Notes and granting the Intercompany Security, intercompany financing has continued on a secured basis such that, as at the Filing Date, the NW Canada Entities had outstanding secured and unsecured obligations owing to the NW US Entities in the amounts of approximately \$4.2 million and approximately \$15.9 million, respectively, which include amounts for inventory purchases and design charges.
26. The Proposal Trustee has received an opinion from its independent legal counsel, Aird & Berlis LLP, confirming that, subject to the typical qualifications and assumptions, the Intercompany Security is valid and enforceable in the province of Ontario. At present, the Proposal Trustee has not obtained an opinion regarding the validity and enforceability of the Intercompany Security in other provinces where the NW Canada Entities have retail operations.
27. In addition to the Intercompany Security, the Proposal Trustee is aware of certain other registrations, in respect of specific leased assets, made pursuant to the *Personal Property Security Act* (Ontario) (the "PPSA"). A copy of the PPSA search results is attached as Exhibit "H" to the Schipani Affidavit.
28. In addition to the amounts owed by the NW Canada Entities to the NW US Entities, the NW Canada Entities estimate that, as at the Filing Date, they have unsecured obligations totaling approximately \$1.3 million, including approximately \$113,500 owed to the NW Canada Entities' employees.

Nine West Canada Financial Results

29. As described in the Schipani Affidavit, due to a number of factors, including unfavourable retail market trends and inventory / design choices that did not align with consumer preferences, the NW Entities' Canadian and US operations have suffered.
30. Summarized below are the NW Canada Entities' historical unconsolidated / unaudited financial results for the fiscal years ended December 31, 2016 and 2017 as well as for the two (2) months ended February 28, 2018 (results shown are for NW Canada LP only, as Jones Canada does not carry on active business operations aside from being the general partner of NW Canada LP).

Nine West Canada LP				
Historical Financial Results				
(In 000's)	2 Months Ended		Year Ended	
	Feb 18		Dec 17	
			Dec 17	Dec 16
Net Sales	\$	6,462	\$	50,186
Gross Profit		2,521		20,932
Expenses		4,313		24,168
EBITDA from Operations	\$	(1,792)	\$	(3,236)
	\$	(8,400)	\$	(8,400)

31. As a result of the NW Canada Entities' ongoing losses, the NW Canada Entities have been dependent on funding from the NW US Entities to continue operations. This source of funding, however, is no longer available to the NW Canada Entities (as discussed further below). Without access to this source of critical funding, the NW Canada Entities are unable to continue operations.

NW US Entities Financial Difficulties and Insolvency Proceedings

32. As described in the Schipani Affidavit, the NW Entities' Canadian and US operations have experienced a consistent decline in financial performance and attempts to revitalize the Nine West and associated brands in both Canada and the US have failed. In light of this reality and for the reasons detailed in the Schipani Affidavit, the NW US Entities have commenced insolvency proceedings.

33. On April 6, 2018, the NW US Entities filed for protection under Chapter 11 of the U.S. Bankruptcy Code (the "**Chapter 11 Proceedings**"). Attached hereto as **Appendix "C"** is the Declaration (excluding exhibits) of Mr. Ralph Schipani in the Chapter 11 Proceedings (the "**US First Day Declaration**"). The Proposal Trustee understands that no relief is being sought in the Chapter 11 Proceedings with respect to the NW Canada Entities (and, similarly, no relief is being sought in the NW Canada Entities' proposal proceedings with respect to the NW US Entities save and except the cash management provisions of the Administration Order (as hereinafter defined) and use of trademark). The NW Canada Entities are not borrowers or guarantors of the NW US Entities' debt (and are not borrowers under the NW US Entities' debtor-in-possession facility).

34. As noted in the Schipani Affidavit and the US First Day Declaration, as part of the NW US Entities' Chapter 11 Proceedings, the NW US Entities have ceased all retail operations and all store locations were closed prior to the commencement of the Chapter 11 Proceedings. The NW US Entities' e-commerce and wholesale operations are continuing as a stalking horse sales process (the "**Stalking Horse Sales Process**") is implemented (discussed further below).

35. As also detailed in the Schipani Affidavit and the US First Day Declaration, following a comprehensive marketing process of the Nine West and associated brands, undertaken with the guidance and assistance Lazard Freres & Co. LLC and Consensus Advisors LLC ("**Consensus**"), certain of the NW US Entities entered into an asset purchase agreement (the "**Stalking Horse APA**") with Authentic Brands Group LLC ("**ABG**"), with Marc Fisher Footwear as ABG's operating partner, to acquire the Nine West and associated brands (the "**International IP**") and certain working capital assets.

36. Although the agreement with ABG ensures the viability of the Nine West brand to consumers and the Stalking Horse Sales Process provides a forum for prospective purchasers to present one or more bid(s) superior to that contemplated by the Stalking Horse APA, the Stalking Horse APA does not provide for ongoing retail or wholesale operations in Canada. More specifically, the agreement with ABG expressly excludes the Canadian assets from the Stalking Horse APA and the Proposal Trustee understands that ABG is not prepared to license the Nine West and associated brands to the NW Canada Entities should the proposed transaction with ABG be concluded.
37. As noted in the Schipani Affidavit, during the extensive marketing process undertaken by the NW US Entities, which included contacting in excess of fifty (50) strategic buyers (twenty (20) of which either executed confidentiality agreements or otherwise participated in additional diligence under another party's confidentiality agreement), no party expressed interest in the Canadian operations or in continuing to license the Nine West brands to the NW Canada Entities.
38. Richter (in its capacity as financial advisor to NW Canada LP) was in contact with Consensus regarding the marketing process undertaken by the NW US Entities noted above. Richter also was provided with and reviewed the confidential information memorandum provided, by Consensus, to prospective purchasers, which contained detailed information on the Canadian operations, including financial statements, store profitability schedules, lease abstracts and other financial / operational data to assist with due diligence. Consensus also informed Richter of the identity of the strategic parties that had been extended the opportunity and confirmed that the opportunity was presented to one (1) Canadian strategic buyer, which declined the opportunity. Consensus further advised that additional Canadian retailers / distributors would not likely be contacted as part of the Stalking Horse Sales Process, as the International IP was marketed as a whole (as per the Stalking Horse APA) and the only likely Canadian buyer had already passed on the opportunity and it was unlikely that a buyer interested in Canadian only operations would be considered. As such, at present, continuing the NW Canada Entities as a going concern does not appear to be an option.
39. In the First Day motions in the NW US Entities' Chapter 11 Proceedings, the NW US Entities are seeking an order approving the Stalking Horse APA and the Stalking Horse Sales Process, which contemplates a bidding procedure period of approximately five (5) weeks. Should an auction be required at the conclusion of the Stalking Horse Sales Process, it is proposed to take place approximately four (4) days after the end of the bidding procedure period and, in that event, a sale hearing would be held two (2) days after the auction.
40. The Proposal Trustee and the NW Canada Entities will seek additional information from the NW US Entities in respect of any expressions of interest generated through the Stalking Horse Sales Process in respect of the Canadian operations.

IV. THE NW CANADA ENTITIES' NOI PROCEEDINGS

41. As noted above, as a result of a number of factors, the NW Canada Entities have suffered significant losses since the acquisition of Sherson's business and assets in 2015 – these losses have been funded by the NW US Entities. As a result of the NW US Entities' Chapter 11 Proceedings, this critical source of funding for the NW Canadian Entities is no longer available.
42. With their source of funding gone and with the sales process undertaken by the NW US Entities producing no interest in the NW Canada Entities' operations, the NW Canada Entities have determined that, in the circumstances, it is in the best interest of all stakeholders for the NW Canada Entities to complete an orderly liquidation of their inventory and other assets (the "**Liquidation Sale**"), with the assistance of the Consultant, under the supervision of the Proposal Trustee.
43. It is currently contemplated that the NW Canada Entities' wholesale operations will also be winding-down as part the NW Canada Entities' proposal proceedings. In this regard, the Proposal Trustee understands that, in order to monetize their existing assets for the benefit of their stakeholders, the NW Canada Entities are planning to sell their remaining wholesale inventory through both wholesale and / or retail channels. As noted in the Schipani Affidavit, a final decision relating to the Canadian wholesale operations is not known at this time, but will become evident upon completion of the Stalking Horse Sales Process to be undertaken as part of the Chapter 11 Proceedings.
44. In connection with the above, the Proposal Trustee notes that prior to the filing of the NW Canada Entities' NOIs, Richter (in its capacity as financial advisor to NW Canada LP) was in contact with Oberfeld Snowcap Inc. ("**Oberfeld**"), a real estate and retail advisory firm to get its views on the value, if any, of the NW Canada Entities' retail lease portfolio. Oberfeld has extensive experience and knowledge in retail lease evaluations / negotiations and was familiar with the NW Canada Entities' retail leases. Based on Richter's communications with Oberfeld, it does not appear that there is any value in soliciting offers for the NW Canada Entities' retail lease portfolio. The Proposal Trustee understands this judgment was consistent with the NW Canada Entities' internal assessment.

V. LIQUIDATOR SELECTION PROCESS

45. It is the NW Canada Entities' (and the Proposal Trustee's) belief that realizations from retail operations will be maximized through the appointment of an experienced liquidator to assist the NW Canada Entities with the orderly wind-down of the NW Canada Entities' retail operations.
46. In early March 2018, a virtual data room was opened as part of a plan to solicit proposals to assist the NW Canada Entities' with respect to the Liquidation Sale. Richter was retained by NW Canada LP on February 26, 2018, as financial advisor, to assist with these efforts.

47. In early March 2018, the NW Canada Entities, with Richter's assistance, commenced a process (the "**RFP**") to solicit proposals from third party liquidators to assist the NW Canada Entities liquidate the NW Canada Entities' inventory and owned FF&E through "going-out-of-business" or similar themed sales. The key aspects of the RFP are summarized as follows:
- (i) the NW Canada Entities, in consultation with Richter, assembled a list of liquidators (in both Canada and the US) with experience managing large-scale retail insolvencies (the "**Liquidators**");
 - (ii) on March 12, 2018, Richter, on behalf of the NW Canada Entities., contacted seven (7) Liquidators to inform them of the RFP and provide them with a form of non-disclosure agreement (the "**NDA**");
 - (iii) all seven (7) Liquidators executed the NDA and were granted access to a virtual data room populated with relevant financial and operational information concerning the NW Canada Entities' inventory and owned FF&E to assist the Liquidators in their due diligence. Richter and the NW Canada Entities facilitated due diligence efforts by, among other things, responding to questions from Liquidators and posting follow-up / updated information to the data room upon request or as it became available;
 - (iv) the RFP required that proposals to assist the NW Canada Entities' with the Liquidation Sale, in the form of the draft Consulting Agreement included in the data room, be submitted by no later than March 22, 2018 (the "**Bid Deadline**"). Following an amendment to the RFP process, the Bid Deadline was extended to March 26, 2018 (the "**Amended Bid Deadline**"); and
 - (v) three (3) proposals (the "**Liquidation Proposals**") to assist the NW Canada Entities' with the Liquidation Sale were received by the Amended Bid Deadline. Richter reviewed the Liquidation Proposals with the NW Canada Entities and contacted the bidders with any points of clarification or questions on the Liquidation Proposals;
48. A comparison schedule summarizing the Liquidation Proposals (the "**Comparative Analysis**") is provided to the Court as **Confidential Appendix "1"**. As the Comparative Analysis includes certain sensitive commercial and competitive information, the Proposal Trustee believes that it is appropriate for the Comparative Analysis to be filed with the Court on a confidential basis and sealed until further order of the Court. In the Proposal Trustee's view, the disclosure of these terms could have a detrimental impact on each of the bidders (whether in these proceedings or otherwise), as it may reveal confidential information to their competitors and may risk approval of the proposed transaction. In addition, the Proposal Trustee is not aware of any material prejudice that would be suffered by third parties as a result of the sealing of the Comparative Analysis.

VI. THE CONSULTING AGREEMENT

49. Following the review of the Liquidation Proposals and the Comparative Analysis, Richter, on behalf of the NW Canada Entities, contacted the Consultant to advise that the NW Canada Entities wished to proceed with its proposal to assist the NW Canada Entities' with the Liquidation Sale. Subsequent to notifying the Consultant of the desire to proceed with its proposal, the NW Canada Entities and their advisors worked with the Consultant and its advisors to finalize the terms of the Consulting Agreement.
50. On April 3, 2018, the NW Canada Entities and the Consultant agreed on the final form of the Consulting Agreement, a copy of which is attached as Exhibit "L" to the Schipani Affidavit. The key elements of the Consulting Agreement, are as follows:
- (i) the Consultant will assist the NW Canada Entities in conducting a store closing or similar-themed liquidation sale of all merchandise and other owned assets in the NW Canada Entities' retail locations;
 - (ii) the Liquidation Sale will commence between April 14, 2018 and April 21, 2018 and will conclude no later than June 30, 2018, or such other dates as agreed to by the NW Canada Entities and the Consultant. Given the short timeframe to complete the Liquidation Sale, an earlier commencement date is preferred;
 - (iii) the Sale Guidelines in regards to the conduct of the Liquidation Sale are attached to the proposed order approving, among other things, the Consulting Agreement (the "**Liquidation Process Order**"). The Sales Guidelines provide that, subject to certain exceptions, the Liquidation Sale is to be conducted in accordance with the terms of the applicable leases for each of the NW Canada Entities' retail locations. The Liquidation Process Order also grants the Consultant access to the NW Canada Entities' retail locations until July 30, 2018 should additional time become available as a result of the Stalking Horse Sales Process. Given the narrow scope of the Liquidation Sale, the Sale Guidelines do not provide for any augmentation of the NW Canada Entities' merchandise. In the Proposal Trustee's view, the Sale Guidelines are in a form consistent with recent Canadian retail liquidations;
 - (iv) the NW Canada Entities are responsible for all reasonable costs and expenses in connection with the Liquidation Sale, certain of which are subject to an agreed upon budget with the Consultant;
 - (v) in consideration of its services, the Consultant will earn a fee of one and one quarter percent (1.25%) of the gross proceeds from the sale of merchandise from the NW Canada Entities' retail stores, as part of the Liquidation Sale;

- (vi) the Consultant will also assist the NW Canada Entities in selling any owned FF&E. The Consultant will earn a fee of fifteen percent (15%) of the gross proceeds from the sale of the NW Canada Entities' owned FF&E; and
- (vii) the Consulting Agreement is subject to approval of the Court.

51. The Proposal Trustee is supportive of the engagement of the Consultant and the execution and implementation of the Consulting Agreement. The Proposal Trustee is also of the view that the contemplated Liquidation Sale satisfies the factors to be considered, pursuant to section 65.13(4) of the BIA. In particular, the Proposal Trustee is of the view that:

- (i) the NW Canada Entities' retail stores operate at a loss. These losses had historically been funded by the NW US Entities, however, with the commencement of the NW US Entities' Chapter 11 Proceedings, the NW Canada Entities have lost their source of critical financing to ensure continued operations;
- (ii) the marketing efforts undertaken by the NW US Entities for the Nine West and associated brands did not produce any interest in the Canadian operations. In fact, the agreement with AGB expressly excludes the Canadian assets from the Stalking Horse APA and the Proposal Trustee understands that AGB is not prepared to license the Nine West and associated brands to the NW Canada Entities should the proposed transaction with AGB be concluded. As such, continuing the NW Canada Entities as a going concern does not appear to be an option. Similarly, undertaking a process to solicit offers for the NW Canada Entities' business and assets (i.e. retail leases) does not appear to be an option;
- (iii) the RFP process leading to the Consulting Agreement was reasonable in the circumstances and carried out with the approval and assistance of Richter (in its capacity as financial advisor to NW Canada LP);
- (iv) the only reasonable alternative to the Liquidation Sale is a liquidation of the NW Canada Entities' assets through receivership and / or bankruptcy proceedings that may result in lower recoveries;
- (v) conducting the Liquidation Sale with the assistance of an experienced retail liquidator will allow the NW Canada Entities to focus on other aspects of their restructuring and, particularly, on the development of a proposal to their creditors;
- (vi) the Consultant has extensive experience in retail liquidations and inventory disposition in the Canadian marketplace;
- (vii) the fee payable to the Consultant is, in the Proposal Trustee's experience, comparable to or less than other retail liquidations;

- (viii) the Consultant has experience working with Canadian landlords of retail tenants in insolvency proceedings and understands their requirements and concerns; and
- (ix) the NW US Entities (the only non-lessor secured creditor and largest unsecured creditor) supports the Liquidation Sale, the retention of the Consultant and the Consulting Agreement.

VII. EXTENSION OF THE PROPOSAL PERIOD TO JUNE 20, 2018

- 52. The NW Canada Entities are seeking an extension of the Proposal Period to June 20, 2018 (the “**Extension**”).
- 53. In support of the request for the Extension, the NW Canada Entities, with the assistance of the Proposal Trustee, have prepared a consolidated forecast of their receipts and disbursements for the period April 8, 2018 to June 23, 2018 (the “**Cash Flow Forecast**”). A copy of the Cash Flow Forecast is attached hereto as **Appendix “D”** and is summarized below:

Nine West Canada LP Cash Flow Forecast for Period from April 8 to June 23, 2018 (\$000's)	
Receipts	
Retail Sales	\$ 10,300
Wholesale AR Collections & Sales	2,073
	12,373
Disbursements	
Payroll	(1,282)
Rent	(1,321)
Liquidation & other retail costs	(792)
General expenses and other	(720)
Freight, storage & fulfillment	(621)
GST/HST remitted	(393)
HST on Expenses	(379)
Supplier & other deposits	(388)
KERP	(8)
	(5,903)
Other disbursements	
Restructuring Fees	(977)
Net Cash Flow	5,493
Opening Cash	2,793
Net Cash Flow	5,493
Ending Cash	\$ 8,286

- 54. The Cash Flow Forecast indicates that the NW Canada Entities will have sufficient liquidity to fund both operating costs and the costs of these NOI proceedings for the period of the Extension, if granted.

55. As described in the Schipani Affidavit, immediately prior to the commencement of the NW Canada Entities' proposal proceedings, the NW Canada Entities' set aside funds (the "D&O Trust") sufficient to cover NW Canada Entities' estimated pre-filing GST / HST liability, employee source deductions, payroll and accrued vacation pay liabilities, to ensure that the NW Canada Entities will have the necessary funds to make these required payments. The Proposal Trustee understands that D&O Trust was funded through secured intercompany advances.
56. The Proposal Trustee supports the NW Canada Entities' request for the Extension for the following reasons:
- (i) More than thirty (30) days is required to complete the Liquidation Sale. The Consulting Agreement contemplates the Liquidation Sale commencing between April 14, 2018 and April 21, 2018 and concluding no later than June 30, 2018 (or such other dates agreed to by the NW Canada Entities and the Consultant);
 - (ii) the Extension is necessary to provide the NW Canada Entities sufficient time to advance the Liquidation Sale and consider the development of a proposal;
 - (iii) the NW Canada Entities are acting in good faith and with due diligence in taking steps to monetize their assets for the benefit of their stakeholders; and
 - (iv) it is the Proposal Trustee's view that the Extension will not prejudice or adversely affect any group of creditors.
57. While it is too early to determine whether a viable proposal will be presented by the NW Canada Entities to their creditors, in the Proposal Trustee's view, the NW Canada Entities request for the Extension is appropriate in the circumstances.

VIII. CASH MANAGEMENT SYSTEM

58. The NW Canada Entities' cash management system, which is both highly integrated among the NW Entities and centrally managed, is detailed in the Schipani Affidavit. It is contemplated that the NW Canada Entities would continue to use the existing cash management system (but for repayment of any intercompany amounts) during their proposal proceedings.
59. It is the Proposal Trustee's experience that attempting to implement changes to the cash management systems can cause significant delays in accounts receivable collections. The Cash Flow Forecast does not consider the impact of significant delays in cash collections. Such delays may result in a need for funding which, as noted above, the NW US Entities are no longer able to provide. For these reasons, the Proposal Trustee believes, the NW Canada Entities continued use of the existing cash management system (but for repayment of any intercompany amounts) is reasonable and appropriate in the circumstances.

IX. ADMINISTRATIVE AND SUBSTANTIVE CONSOLIDATION

60. The NW Canada Entities are seeking an order administratively and substantively consolidating the proposal proceedings of each of NW Canada LP and Jones Canada and authorizing / directing the Proposal Trustee of the consolidated proposal proceedings to administer the NW Canada Entities' proposal proceedings as if they were a single proceeding for the purpose of carrying out its duties and obligations as a proposal trustee under the BIA.
61. As noted in the Schipani Affidavit, the relationship between the NW Canada Entities is closely intertwined. The NW Canada Entities share common management and administrative support, occupy common head office space and have parallel loan obligations pursuant to the Promissory Notes. In addition, the proposed Liquidation Sale involves the sale of substantially all of the property of the NW Canada Entities.
62. As noted previously in this First Report, NW Canada LP is a limited partnership and Jones Canada, as the general partner of NW Canada LP, is liable in law for all obligations of NW Canada LP. Jones Canada does not carry on business independently and has no assets or liabilities apart from those incurred in its role as the general partner of NW Canada LP.
63. It is the NW Canada Entities' belief (and that of the Proposal Trustee) that the administrative and substantive consolidation of the NW Canada Entities is appropriate, as it would avoid duplication of efforts in reporting and be more efficient and cost effective.
64. The NW Canada Entities' largest creditors, the NW US Entities, do not object to the proposed consolidation and the proposed consolidation will not result in any prejudice to the creditors of the NW Canada Entities.
65. For the above reasons, the Proposal Trustee is supportive of the NW Canada Entities' request for substantive consolidation of the NW Canada Entities' proposal proceedings.

X. KERA

66. To ensure retention of key personnel through the completion of the Liquidation Sale and the NW Canada Entities' proposal proceedings, the NW Canada Entities, in consultation with the Proposal Trustee, are seeking the Court's approval of the KERA in the maximum aggregate amount of \$100,000. Approximately \$75,000 of that amount has been allocated. An additional \$25,000 is available for future allocation either to the currently designated KERA employees or any additional individuals (the "**KERA Employees**") with such future allocations to be done in consultation with the Proposal Trustee.

67. Given the condensed timetable to complete the Liquidation Sale, it is critical that the NW Canada Entities retain the KERA Employees to assist with the orderly wind-down of the NW Canada Entities' operations and the liquidation of their inventory. The NW Canada Entities further believe that additional incentives are required to ensure that the KERA Employees continue their employment during the Liquidation Sale and the proposal proceedings generally.
68. The KERA provides for retention payments to be paid to each of the KERA Employees at specific dates during the NW Canada Entities' proposal proceedings (depending on the KERA Employee's role and the nature of their respective work). In order for KERA Employees to receive retention payments pursuant to the KERA, the participating employees cannot have disclosed the terms of the KERA (subject to certain specific exceptions) and eligible participants must remain employed by the NW Canada Entities on the date the KERA payments are due to be paid (or such earlier date at the discretion of the NW Canada Entities).
69. A copy of the KERA, including a schedule detailing the KERA Employees and their respective retention payments, is provided to the Court as **Confidential Appendix "2"**. In view of the sensitive personal information contained in the KERA, the Proposal Trustee is of the view that the KERA should be filed with the Court on a confidential basis and sealed until further order of the Court.
70. The Proposal Trustee is of the view that the KERA appears appropriate and reasonable in the circumstances. Accordingly, the Proposal Trustee is supportive of the NW Canada Entities' request for approval of the KERA.

XI. COURT ORDERED CHARGES

71. The NW Canada Entities are seeking an order providing for the following Charges: Administration Charge, D&O Charge and KERA Charge (each as hereinafter defined).

Administration Charge

72. The NW Canada Entities are seeking an order (the "**Administration Order**") granting, among other things, a charge, in the maximum amount of \$750,000, against the assets of the NW Canada Entities, to secure the fees and disbursements incurred in connection with services rendered to the NW Canada Entities both before and after the commencement of the proposal proceedings by the following entities: the Proposal Trustee, the Proposal Trustee's legal counsel and legal counsel to the NW Canada Entities (the "**Administration Charge**").
73. The quantum of the Administration Charge sought by the NW Canada Entities was determined in consultation with the Proposal Trustee. The creation of the Administration Charge is typical in similar proceedings as is the proposed priority of the Administration Charge as set out in the form of order filed with the Court.

D&O Charge

74. The proposed Administration Order also provides for a charge in the maximum amount of \$700,000, against the assets of the NW Canada Entities, to indemnify the officers and directors for liabilities incurred by the NW Canada Entities that result in post-filing claims against the directors and officers in their personal capacities (the “**D&O Charge**”).
75. The amount of the D&O Charge was estimated by taking into consideration employee payroll and related expenses (including source deductions), vacation pay, other employment-related liabilities that attract liability for directors and officers and sales tax.
76. The Proposal Trustee understands that the NW Canada Entities’ directors and officers enjoy the benefit of directors’ and officers’ liability insurance (the “**D&O Insurance**”) that provides \$55 million in aggregate coverage for the global NW Entities (plus certain additional amounts in respect of certain claims) which is subject to various limitations and deductibles. The NW Canada Entities’ directors and officers have advised that, due to the potential for personal liability, they are unwilling to continue their services and involvement in the proposal proceedings without the protection of the D&O Charge.
77. As the NW Canada Entities will require the participation and experience of the directors and officers to ensure that, among other things, the Liquidation Sale is carried out successfully and value is maximized for the NW Canada Entities’ creditors, the Proposal Trustee is of the view that the D&O Charge (both the amount and the priority ranking) is required and reasonable in the circumstances.
78. The D&O Charge is proposed to rank second in priority against the NW Canada Entities’ assets after the Administration Charge.

KERA Charge

79. In addition to the Administration Charge and the D&O Charge, the Administration Order also provides for a charge, in the maximum amount of \$100,000 (the “**KERA Charge**”), against the assets of the NW Canada Entities, to secure all amounts potentially payable under the KERA.
80. As noted in the Schipani Affidavit, without the security provided by the KERA Charge, there is concern that the KERA Employees would resign prior to the completion of the Liquidation Sale and wind-down of the NW Canada Entities’ operations, to the detriment of the NW Canada Entities’ stakeholders.
81. In the circumstances, and given the short timeframe to complete the Liquidation Sale, the Proposal Trustee is of the view that the KERA Charge is appropriate and reasonable in the circumstances.

82. The KERA Charge is proposed to rank third in priority against the NW Canada Entities' assets after the Administration Charge and the D&O Charge.

Summary and Proposed Ranking of the Court Ordered Charges

83. The priorities of the Charges sought by the NW Canada Entities in the proposed Administration Order are as follows:

- (i) First – the Administration Charge;
- (ii) Second – the D&O Charge; and
- (iii) Third – the KERA Charge.

84. The Administration Order sought by the NW Canada Entities provides that the Charges will rank in priority to the security interests of the NW US Entities, which the Proposal Trustee understands has consented to the Charges. The Charges will, however, be subordinate to those secured equipment lessors that did not receive notice of the NW Canada Entities April 11, 2018 motion.

85. As noted above, the Proposal Trustee believes that the Charges and rankings are required and reasonable in the circumstances and, as such, supports the granting and the proposed ranking of the Charges.

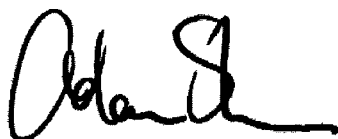
XI. CONCLUSION AND RECOMMENDATION

86. Based on all of the forgoing, the Proposal Trustee respectfully recommends that this Honourable Court issue the Liquidation Process Order and the Administration Order granting the relief summarized in paragraph 3(ix) of this First Report.

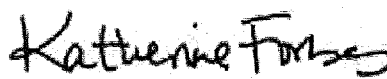
All of which is respectfully submitted this 9th day of April, 2018.

Richter Advisory Group Inc.
in its capacity as Proposal Trustee of
Jones Canada, Inc. and Nine West Canada LP

Per:



Adam Sherman, MBA, CIRP, LIT



Katherine Forbes, CPA, CA

TAB A



Industry Canada

Office of the Superintendent
of Bankruptcy Canada

Industrie Canada

Bureau du surintendant
des faillites Canada

District of Ontario
Division No. 09 - Toronto
Court No. 31-2363758
Estate No. 31-2363758

In the Matter of the Notice of Intention to make a
proposal of:

Jones Canada, Inc
Insolvent Person

**RICHTER ADVISORY GROUP INC / RICHTER GROUPE
CONSEIL INC**
Licensed Insolvency Trustee

Date of the Notice of Intention: April 06, 2018

CERTIFICATE OF FILING OF A NOTICE OF INTENTION TO MAKE A PROPOSAL
Subsection 50.4 (1)

I, the undersigned, Official Receiver in and for this bankruptcy district, do hereby certify that the aforementioned insolvent person filed a Notice of Intention to Make a Proposal under subsection 50.4 (1) of the *Bankruptcy and Insolvency Act*.

Pursuant to subsection 69(1) of the Act, all proceedings against the aforementioned insolvent person are stayed as of the date of filing of the Notice of Intention.

Date: April 06, 2018, 12:20

E-File/Dépôt Electronique

Official Receiver

151 Yonge Street, 4th Floor, Toronto, Ontario, Canada, M5C2W7, (877)376-9902

Canada



Industry Canada

Office of the Superintendent
of Bankruptcy Canada

Industrie Canada

Bureau du surintendant
des faillites Canada

District of Ontario
Division No. 09 - Toronto
Court No. 31-2363759
Estate No. 31-2363759

In the Matter of the Notice of Intention to make a
proposal of:

Nine West Canada LP

Insolvent Person

**RICHTER ADVISORY GROUP INC / RICHTER GROUPE
CONSEIL INC**

Licensed Insolvency Trustee

Date of the Notice of Intention: April 06, 2018

CERTIFICATE OF FILING OF A NOTICE OF INTENTION TO MAKE A PROPOSAL
Subsection 50.4 (1)

I, the undersigned, Official Receiver in and for this bankruptcy district, do hereby certify that the aforementioned insolvent person filed a Notice of Intention to Make a Proposal under subsection 50.4 (1) of the *Bankruptcy and Insolvency Act*.

Pursuant to subsection 69(1) of the Act, all proceedings against the aforementioned insolvent person are stayed as of the date of filing of the Notice of Intention.

Date: April 06, 2018, 12:28

E-File/Dépôt Electronique

Official Receiver

151 Yonge Street, 4th Floor, Toronto, Ontario, Canada, M5C2W7, (877)376-9902

Canada

TAB B

District of:
Division No.
Court No.
Estate No.

- FORM 33 -

Notice of Intention To Make a Proposal
(Subsection 50.4(1) of the Act)

In the Matter of the Notice of Intention to make a Proposal of
Jones Canada, Inc.
of the City of Toronto
in the Province of Ontario

List of Creditors with claims of \$250 or more.			
Creditor	Address	Account#	Claim Amount
ACETECH SYSTEMS	4370 STEELES AVE WEST VAUGHAN ON L4L 4Y4		452.00
ANNA BASAK	#201 4000 SOMERVALE COURT SW CALGARY AB T2Y 4J3		826.47
BOOT RESCUE INC	100 PINE CREST RD TORONTO ON M6P 3G5		11,017.50
CASSELS BROCK & BLACKWELL LLP	40 KING ST WEST TORONTO ON M5H 3C2		4,020.88
CENTURY MECHANICAL SERVICES	15 CAPELLA COURT UNIT 120 NEPEAN ON K2E 7X1		605.69
CHECKERS DIV/OPERATED BY COUGARSHOE	2 MASONRY COURT BURLINGTON ON L7T 4A8		4,217.96
CLE CAPITAL INC	3390 2200 Sldbec-Sud Trois-Rivieres QC G8Z 4H1		583.50
CLEAN SHINE	770 LAWRENCE AVE WEST TORONTO ON M6A 3C8		6,949.02
CONCORD PRINTING COMPANY	THE 3RD INDL DISTRICT DONGGUAN, CN		1,027.98
CORPORATE EXPRESS CANADA INC	C/O T04446C PO BOX 4446 STN A TORONTO ON M5W 4A2		2,599.57
CRISTINA MARITANO CONSULTING	120A DUPONT STREET TORONTO ON M5R 1V2		1,668.31
CROWNFIRE O/B 1704222 ONTARIO INC	140 WEST ST. BRANTFORD ON N3T 3G3		1,890.74
DAMA CONSTRUCTION	117 LINDSAY AVE DORVAL QC H9P 2S6		2,390.33
DELMAR INTERNATIONAL INC.	6399 CANTAY ROAD MISSISSAUGA ON L5R 0G4		1,870.00
DELTA B ELECTRIC INC	15-30 TITAN ROAD ETOBICOKE ON M8Z 5Y2		40,978.32

District of:
 Division No. -
 Court No.
 Estate No.

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ELITE SEM INC	P.O. BOX 28415 NEW YORK NY 10087-8415 USA		1,524.08
EMPLOYEES			113,500.00
FEDERAL EXPRESS CANADA LTD.	P.O. BOX 4625 TORONTO ON M5W 5B4		7,298.68
FGX INTERNATIONAL	500 GEORGE WASHINGTON HWY SMITHFIELD RI 02917 USA		28,358.78
FINDIFY AB	ASOGATAN 198 STOCKHOLM 116 32 SE		4,532.96
FLASHBACK PHOTO CO	223 STONEMANOR AVE WHITBY ON L1R 1X9		2,866.03
FOOT PETALS LLC	13405 YARMOUTH RD PICKERINGTON OH 43147 USA		3,191.89
FRANCOTYP-POSTALIA CANADA INC.	82 CORSTATE AVENUE CONCORD ON L4K 4X2		646.54
GIDEON GRAPHICS	12321 BAYPOINTE TERRACE CORTEZ FL 34215 USA		1,074.17
GLOBAL IMAGING INC	210 BRUNEL ROAD MISSISSAUGA ON L4Z 1T5		26,325.13
GUNNEBO CANADA INC.	9 VAN DER GRAAF CT BRAMPTON ON L6T 5E5		569.75
INFINITY BLUE TRADING HK LTD	1307-8 DOMINION CENTRE HONG KONG HK		13,231.54
ISLA PEARL	372 RAIKE DRIVE OSHAWA ON L1L 0B1		1,836.25
JOHNSTON EQUIPMENT RAYMOND	5990 AVEBURY RD MISSISSAUGA ON L5R 3R2		10,698.06

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NATIONAL SHOE SPECIALTIES LIMITED	3015 KENNEDY RD UNITS 8-18 TORONTO ON M1V 1E7		21,504.71
NINE WEST DISTRIBUTION LLC	180 RITTENHOUSE CIRCLE BRISTOL PA 190007 USA		2,552.02
NINE WEST HOLDINGS, INC.	1411 BROADWAY NEW YORK NY 10018 USA		18,700,419.30
NINE WEST MANAGEMENT SERVICE LLC	180 RITTENHOUSE CIRCLE BRISTOL PA 190007 USA		1,393,152.39
NORTHWEST-ATLANTIC CANADA INC.	864 YORK MILLS ROAD TORONTO ON M3B 1Y4		8,720.00
NORTOWN AIR	20 DENSLEY AVENUE TORONTO ON M6M 2R1		2,203.50
ORKIN CANADA CORP	5840 FALBOURNE ST MISSISSAUGA ON L5R 4B5		306.24
OSTA	8171 YONGE STREET SUITE 349 THORNHILL ON L3T 2C6		585.00
PAULS MOVE ALL	3244 MCCARTHY CT MISSISSAUGA ON L4Y 3Z6		420.00
ROBERT HALF CANADA INC	PO BOX 57349 STATION A SUCCURSALE A TORONTO ON M5W 5M5		429.40
RUSSELL A FARROW USA INC	28825 GODDARD RD STE 100 ROMULUS MI 48174 USA		922,683.19
SERIES 1 INC	UNIT 5 1655 QUEENSWAY WEST MISSISSAUGA ON L4X 2Z5		4,480.88
SHRED-IT INTERNATIONAL ULC	PO BOX 15781 STATION A TORONTO ON M5W 1C1		718.67
SIMPLISTIC LLC	88 S 1ST STREET, SUITE 1-A BROOKLYN NY 11249 USA		3,844.91

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STRONCO DESIGNS INC	1510B CATERPILLAR ROAD MISSISSAUGA ON L4X 2W9		15,924.81
STYLE + SWOON	1067 MCCUAIG DRIVE MILTON ON L9T 6T2		3,277.00
SUNRAY ELECTRONICS CAN. LTD	2700 DUFFERIN STREET, UNIT 84 TORONTO ON M6B 4J3		1,786.01
TARGET PRINT INC	323 DON PARK RD MARKHAM ON L3R 1C2		1,909.70
THE CITY OF CALGARY	PO BOX 2405 STN M CALGARY AB T2P 3L9		3,376.64
THE MAGILL GROUP LTD	#4-80 COEHILL DR TORONTO ON M6S 3C9		1,830.60
TYCO INTEGRATED FIRE & SECURITY CAN	40 SHEPPARD AVENUE WEST TORONTO ON M2N 6K9		856.17
UNDERWRITERS SECURITY CONTROLS/PURE	172 BULLOCK DRIVE SUITE 27 MARKHAM ON L3P 7M9		305.10
ZEBI KHAN	104 PARK STREET EAST MISSISSAUGA ON L5G 4W1		3,953.45
Total			21,405,186.98



Jones Canada, Inc
Insolvent Person

RDS

District of:
 Division No.
 Court No.
 Estate No.

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 Notice of Intention To Make a Proposal
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STYLE + SWOON	1067 MCCUAIG DRIVE MILTON ON L9T 6T2		3,277.00
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ZEBA KHAN	104 PARK STREET EAST MISSISSAUGA ON L5G 4W1		3,953.45
Total			21,405,186.98

ES

Nine West Canada LP
 Insolvent Person

TAB C

James H.M. Sprayregen, P.C.
KIRKLAND & ELLIS LLP
KIRKLAND & ELLIS INTERNATIONAL LLP
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**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

In re:)	Chapter 11
NINE WEST HOLDINGS, INC., <i>et al.</i> , ¹)	Case No. 18-10947 (SCC)
Debtors.)	(Joint Administration Requested)

**DECLARATION OF RALPH SCHIPANI, INTERIM CHIEF
EXECUTIVE OFFICER OF NINE WEST HOLDINGS, INC., IN
SUPPORT OF DEBTORS' CHAPTER 11 PETITIONS AND FIRST DAY MOTIONS**

I, Ralph Schipani, Interim Chief Executive Officer of Nine West Holdings, Inc. ("NWHI"), one of the above-captioned debtors and debtors in possession (collectively, "Debtors"), hereby declare under penalty of perjury:

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, are: Nine West Holdings, Inc. (7645); Jasper Parent LLC (4157); Nine West Management Service LLC (4508); Kasper Group LLC (7906); Kasper U.S. Blocker LLC (2390); Nine West Apparel Holdings LLC (3348); Nine West Development LLC (2089); Nine West Distribution LLC (3029); Nine West Jeanswear Holding LLC (7263); One Jeanswear Group Inc. (0179); and US KIC Top Hat LLC (3076). The location of the Debtors' service address is: 1411 Broadway, New York, New York 10018.

1. I am a Managing Director at Alvarez & Marsal North America, LLC (“A&M”) and have served as President of NWHI since May 2015 and the Interim Chief Executive Officer since June 2016. I have over ten years of experience providing restructuring and reorganization services for companies, their creditors, and other stakeholders across a variety of industries, including retail, wholesale footwear and apparel, consumer products, manufacturing, chemicals, and media services.

2. I am familiar with the Debtors’ day-to-day operations, business and financial affairs, and books and records. I submit this declaration to assist the Court and parties in interest in understanding the circumstances precipitating the commencement of these chapter 11 cases and in support of the Debtors’ chapter 11 petitions and certain motions and applications filed contemporaneously herewith.

3. Except as otherwise indicated, all facts in this declaration are based upon my personal knowledge, my discussions with the Debtors’ management team and advisors (including the A&M team working under my supervision), my review of relevant documents and information concerning the Debtors’ operations, financial affairs, and restructuring initiatives, or my opinions based upon my experience and knowledge. I am over the age of 18 and authorized to submit this declaration on behalf of the Debtors. If called upon to testify, I could and would testify competently to the facts set forth in this declaration.

Preliminary Statement

4. The Debtors are a footwear and apparel wholesaler using, among others, the Nine West®, Anne Klein®, and Gloria Vanderbilt® trademarks with well know retail customers including Macy’s, Belk, Lord & Taylor, JCPenney, TJ Maxx, Ross Stores, Steinmart, Kohl’s, Walmart / Sam’s Club, and Costco. The Debtors operate five business units, four of which design, contract, manufacture, and distribute (in each case, as described further below) women’s footwear

and handbags (the “Nine West Group”), women’s and men’s jeanswear (the “One Jeanswear Group”), women’s suit separates, dresses, and sportswear (the “Kasper Group”), and fashion jewelry (“The Jewelry Group”), and one that has a growing licensing and brand management business (“Anne Klein”). In the aggregate, over 80 percent of the Debtors’ sales come from wholesale distribution and sales to department stores, off-price retailers, and mass merchants. Although the majority of the Debtors’ distribution of product is in the United States, some of their products are distributed globally in over 65 countries through third-party license and distribution agreements. In the United States, the majority of the Debtors’ sales are derived from their retail partners, including department stores, off-price chains, mass merchants, and e-commerce retailers. The Debtors also serve direct consumers through their Nine West® online retail store. The Debtors’ five major business units currently employ approximately 1,500 people across the United States and generated approximately \$1.6 billion in net revenue in fiscal year 2017. As of the Petition Date, the Debtors have approximately \$1.6 billion in aggregate funded debt obligations.

5. The Debtors have commenced these chapter 11 cases to right-size their balance sheet, sell the Nine West Group’s assets, and execute on their turnaround strategy to concentrate exclusively on their One Jeanswear Group, Kasper Group, The Jewelry Group, and Anne Klein businesses. As described more fully herein, the Debtors’ restructuring is supported by over 78 percent of their secured term loan lenders and over 89 percent of their unsecured term loan lenders.

6. The unprecedented systemic economic headwinds affecting many brick-and-mortar retailers (including certain of the Debtors’ largest customers) have significantly and adversely impacted the operating performance of the Debtors’ footwear and handbag businesses over the past four years. The Nine West Group (and, prior to its sale, Easy Spirit®), the more global business, faced strong headwinds as the macro retail environment in Asia, the Middle East, and

South America became challenged. This was compounded by a difficult department store environment in the United States and the Debtors' operation of their own unprofitable retail network. The Debtors also faced the specific challenge of addressing issues within their footwear and handbag business, including product quality problems, lack of fashion-forward products, and design missteps. Although the Debtors implemented changes to address these issues, and have shown significant progress over the past several years, the lengthy development cycle and the nature of the business did not allow the time for their operating performance within footwear and handbags to improve.

7. Conversely, in the same challenging macro retail environment, the Debtors' One Jeanswear Group, Kasper Group, The Jewelry Group, and Anne Klein businesses have demonstrated stability but insufficient growth to offset the negative operating performance in the Debtors' footwear and handbag businesses. The Debtors have been able to combat the macro retail challenges in these four business units through a combination of expense controls, margin improvement, and the launch of new and successful licensed and owned brands.

8. In light of the footwear and handbag specific challenges, the Debtors began efforts in the spring of 2017 to evaluate their strategic alternatives with respect to the Nine West Group. After having successfully sold their poorly performing Easy Spirit® business in December 2016 and subsequently receiving interest from potential purchasers in their Nine West® and Bandolino® brands, the Debtors began to explore the sale of the Nine West Group, which would allow for an exit from the footwear and handbag categories and a simplification of their overall business.

9. The Debtors spent much of 2017 marketing the Nine West® and Bandolino® brands to potential strategic and brand buyers. After a competitive process (as described below), the Debtors agreed to a letter of intent with Authentic Brands Group LLC ("ABG") on January 17,

2018, which provided ABG with the exclusive right to negotiate for the purchase of the Nine West®, Bandolino®, and associated brands and certain of the working capital assets related thereto. These negotiations resulted in an asset purchase agreement (the “Stalking Horse APA”), dated as of April 5, 2018, by and among Debtors NWHI and Nine West Development LLC and certain entities affiliated with ABG (the “Stalking Horse Bidder”). The Stalking Horse APA provides the Stalking Horse Bidder’s commitment to an aggregate purchase price of approximately \$200 million for the intellectual property associated with the Nine West®, Bandolino®, and associated brands and related to certain working capital assets, subject to adjustments described in the Stalking Horse APA and discussed more fully herein.² The Stalking Horse APA sets a floor for the sale of the purchased assets set forth therein, ensures that the valuable Nine West® brand will continue to be available to consumers, and enables the Debtors to exit the footwear and handbag businesses, which have been a significant drain on their operating performance. Contemporaneously with the commencement of these chapter 11 cases, the Debtors have filed a motion seeking approval of bidding procedures related to the sale of assets included in the Stalking Horse APA, which I believe will ensure that the Debtors maximize the value of the Nine West® and Bandolino® brands.

10. At the same time, the Debtors have been actively engaging with their major creditor constituencies on the terms of their ultimate restructuring. The Debtors initially entered into restructuring discussions with certain of their secured and unsecured term lenders in the fall of 2017, but were unable to reach an agreement at that time in part because each party was focused

² As discussed below, the purchase price associated with the purchased intellectual property is \$123 million. Potential purchase price adjustments account for, among other things, the amount of accounts receivable retained by the Debtors and the amount of working capital assets to be purchased by the Stalking Horse Bidder at the closing of the transaction. It is anticipated that the Debtors will retain approximately \$30 million to \$40 million of accounts receivable under the Stalking Horse APA.

on the potential proceeds from a sale of the Nine West® brand. After the Debtors made significant progress with the Stalking Horse Bidder regarding this sale in early 2018, discussions with these creditors intensified and certain creditor groups signed nondisclosure agreements (as set forth in more detail below), enabling principal-level discussions regarding the terms of the Debtors' ultimate restructuring.

11. As discussed in detail below, these discussions culminated in a restructuring support agreement by and among the Debtors, certain members of the Secured Lender Group (as defined herein), certain members of the Crossover Group (as defined herein), and Brigade (as defined herein) attached hereto as **Exhibit B** (the "RSA"). The RSA provides the Debtors with the support of two of their most significant creditor constituencies, which I believe will (a) accelerate engagement from key stakeholders necessary to achieve consensus if reasonably possible and (b) provide a platform from which to launch those negotiations.

12. Among other things, the RSA contemplates (a) repaying creditors under the Secured Term Loan Facility (as defined herein) in full in cash (but with the waiver of default interest), (b) providing holders under the Unsecured Term Loan Facility (as defined herein) new second lien debt and 100 percent of the equity in the Reorganized Debtors (the "New Equity"), subject to dilution by any management equity incentive plan and less any distributions of New Equity made to other unsecured claims, and (c) each other unsecured creditor generally receiving their entitlements under the Bankruptcy Code in the form of consideration reasonably agreed among the Debtors and the requisite consenting creditors under the Unsecured Term Loan Facility. As further described below, although the RSA represents a significant step forward in the context of the Debtors' restructuring negotiations and provides the framework of a confirmable plan, the Debtors carefully structured their commitments thereunder to allow for continued flexibility in

their restructuring negotiations. In addition, the Debtors negotiated for a robust fiduciary out to ensure that they maintain the ability to maximize value for stakeholders.

13. The Debtors have also arranged for two debtor-in-possession financing agreements, which together provide the Debtors with an asset-based lending facility as well as incremental liquidity of \$50 million by way of a dual-draw term loan facility provided by certain members of the Secured Lender Group (as defined herein), certain members of the Crossover Group (as defined herein), and Brigade (as defined herein). As further described below, I believe that, together, these facilities satisfy a critical liquidity need and allow for the continued operation of the Debtors' enterprise. Without these facilities, I believe that substantial value degradation would occur as a result of the Debtors inability to continue ordinary course operations, which would not only impact revenue generation but also risk losing the confidence of critical vendors and customers. As a result of the foregoing and as described in greater detail below, I believe the debtor-in-possession financing arrangements are in the best interest of the Debtors' estates.

14. To familiarize the Court with the Debtors, their business, the circumstances leading to these chapter 11 cases, and the relief the Debtors are seeking in the motions and applications filed contemporaneously herewith, this declaration is organized into three parts. Part I describes the Debtors' history, businesses, and capital structure. Part II details the circumstances surrounding the commencement of these chapter 11 cases and the Debtors' prepetition restructuring efforts. Part III sets forth the evidentiary basis for the relief requested in each of the motions and pleadings filed contemporaneously herewith. And finally, the exhibits attached hereto set out certain additional information about the Debtors, including the information required by rule 1007-2 of the Local Bankruptcy Rules for the Southern District of New York (the "Local Bankruptcy Rules").

Part I.
General Background

I. The Debtors' Corporate History.

15. The Debtors were founded in 1970 as the Jones Apparel Division of W.R. Grace & Co. The Jones Apparel Division was spun out of W. R. Grace & Co. in 1975 and incorporated as Jones Apparel Group. Over the next several decades, Jones Apparel Group experienced significant growth, both organically and through the acquisition of licenses and trademarks for several well-known brands, including the Nine West® brand in 1999, after which the name of the corporate parent of these various businesses was changed to The Jones Group Inc.

16. The Debtors' existing business operations and capital structure are the product of a 2014 going private buyout transaction (the "2014 Transaction") led by investment funds managed by Sycamore Partners Management, L.P (collectively, "Sycamore" or the "Sponsor"). The Sponsor purchased The Jones Group Inc. and all affiliated brands in the 2014 Transaction for approximately \$2.2 billion (including the assumption of existing debt), or approximately \$15 per share for The Jones Group Inc.'s shareholders. At the closing of the transaction, The Jones Group Inc.'s name was changed to Nine West Holdings, Inc. Also at the closing of the transaction (and as described in the related offering memorandum), certain Sponsor-affiliated entities purchased certain businesses from NWHI, including the Stuart Weitzman®, Kurt Geiger®, and the Jones Apparel Group (which included both the Jones New York® and Kasper® brands), in exchange for over \$600 million in cash (such transactions, the "Carve-Out Transactions"). The cash proceeds from the Carve-Out Transactions (and the funded debt described below, together with a \$120 million equity contribution from the Sponsor) were used to fund the 2014 Transaction.

17. The Debtors entered into the ABL Facility, the Secured Term Loan Facility, the Unsecured Term Loan Facility, and the 8.25% Unsecured Notes (each as defined herein) in connection with the 2014 Transaction. Separately, the Sponsor paid \$120 million in cash to

purchase the equity interests in NWHI. This equity investment was approximately \$280 million less than the Sponsor's original binding equity commitment made in December 2013 in connection with the commitment to purchase The Jones Group Inc. This reduction in the Sponsor's binding equity commitment for the 2014 Transaction was the result of strong credit market demand for the NWHI debt to be issued to consummate the 2014 Transaction, which resulted in an oversubscription for the Secured Term Loan Facility of approximately \$45 million, together with the syndication of a new \$300 million tranche of unsecured debt, referred to herein as the Unsecured Term Loan Facility. The 8.25% Unsecured Notes were issued to raise \$60 million in cash proceeds to pay down draws on the ABL Facility in connection with the 2014 Transaction. Holders of 6.875% Unsecured Notes (as defined herein) were given the option to either (a) cash out their notes at a put price of 101% of their face amount or (ii) exchange their notes for 8.25% Unsecured Notes. In total, approximately \$925 million of new debt and equity was raised in connection with the 2014 Transaction in addition to the funds raised as part of the Carve-Out Transactions. This amount does not include the amounts available under the ABL Facility to fund ongoing operations.

18. As described further below, in December 2016, the Debtors sold their Easy Spirit® wholesale shoe business to Marc Fisher Footwear. In January 2017, the Debtors used the proceeds from that sale to repurchase the remaining portion of the Jones Apparel business, which by that time had been significantly restructured and renamed the "Kasper Group." Each of the Debtors' primary business segments and the Debtors' operations are discussed more fully below.

II. The Debtors' Business Segments.

19. The Debtors operate five major business units: Nine West Group, One Jeanswear Group, Kasper Group, Anne Klein, and The Jewelry Group. The Debtors utilize various trademarks, including Anne Klein®, Nine West®, Bandolino®, and Gloria Vanderbilt® across

these business segments. In the aggregate, over 80 percent of the Debtors' sales come from wholesale distribution and sales to department stores, off-price retailers, and mass merchants. The Debtors' customers are comprised of a diverse array of big box retailers, off-price retailers, well-known department stores, and, increasingly, e-commerce companies. Each of the Debtors' major business segments is discussed in turn below.

A. Nine West Group.³

20. The Debtors' Nine West® brand can trace its roots to Jerome Fisher's and Vince Camuto's idea that shoes could be inexpensively made overseas and sold in New York for considerably less than those of the competition. In 1973, Mr. Fisher and Mr. Camuto started what would become the Nine West Group when they opened an office at 9 West 57th Street in Manhattan, the address from which the business draws its name, in order to execute this innovative business model. The Nine West Group quickly grew into a dominant market brand in the mid-to-expensive range of the women's shoe industry. As stated above, Jones Apparel Group acquired Nine West's successful shoe business in 1999.

21. Today, the Nine West Group designs, contract manufactures, and distributes women's footwear and handbags in over 65 countries around the world under the Nine West® and Bandolino® trademarks. Through internal and external license partners, the Nine West® brand is also used in other product categories including apparel, jewelry, jeanswear, watches, glasses, and kid's shoes.

22. As described in further detail below, the Debtors' Nine West Group business has experienced significant headwinds in the last several years. In 2017, the Nine West Group business segment generated net revenue of approximately \$408 million, which was approximately

³ The Nine West® brand is owned by Debtor Nine West Development LLC and its operations (including store leases and working capital assets) are centered in Debtor NWHI.

26 percent of the Debtors' total revenue.⁴ But, due to the factors detailed above and the negative performance of the Debtors' United States retail operation, the Nine West Group had negative operating performance in that same year. As stated previously, the Debtors have exited their brick-and-mortar retail stores as of the filing date, which accounted for approximately \$125 million of the 2017 revenues of Nine West Group and Easy Spirit. Notwithstanding Nine West Group's current financial difficulties, Nine West® and Bandolino® have retained their iconic status and remain valuable brands, as indicated by the purchase price embodied in the Stalking Horse APA.

B. One Jeanswear Group.⁵

23. The Debtors' jeanswear business operates as a leading wholesaler of women's denim under recognized, mass-appeal brands, such as Gloria Vanderbilt®, Jessica Simpson®, Nine West®, Bandolino®, and Vintage America Blues®. The Debtors' products are designed and marketed as individual items of jeans, skirts, pants, shorts, jackets, casual tops, dresses, sweaters, activewear, and related accessories, which, while sold as separates, can be combined with each other into groups termed "lifestyle collections" that are designed to be worn together. One Jeanswear Group currently has a portfolio of company owned and licensed brands and a private label division that designs product for over 30 retailers. In 2017, the One Jeanswear Group business segment accounted for net revenue of approximately \$656 million, which was approximately 41 percent of the Debtors' total revenue and approximately 13 percent of the United States market share in women's denim.

⁴ Revenue figures in this section exclude Nine West Group Canada.

⁵ One Jeanswear Group is owned and operated by Debtor One Jeanswear Group, Inc. One Jeanswear Group, Inc. owns the Gloria Vanderbilt® intellectual property, among others.

C. Kasper Group.⁶

24. As noted above, the Debtors purchased Kasper Group in January 2017 from affiliates of Sycamore, which had purchased the Jones Apparel Group (which included the Kasper Group) as part of the Carve-Out Transactions described above. Kasper Group offers women's suits, dresses, and sportswear under the brands Kasper®, Anne Klein®, Le Suit®, and Albert Nipon®, as well as the licensed brand Jones Studio®. Kasper Group has successfully reinvented itself to keep up with market changes, moving from primarily a dress and suit business—in which suit tops and bottoms are sold together—to selling suit separates and sportswear. Their products are sold on a wholesale basis and can be purchased in department stores and off-price retailers. In 2017, the Kasper Group business segment accounted for net revenue of approximately \$242 million, which was approximately 15 percent of the Debtors' total revenue.

D. Anne Klein.⁷

25. The Debtors' Anne Klein business encompasses timeless American classics in womenswear, accessories, footwear, watches, eyewear, jewelry, legwear, and more. The brand has become synonymous with American sportswear, and a number of iconic designers, such as Donna Karan, have created clothing under the Anne Klein® name. The Debtors license the Anne Klein® brand internally and externally, which accounted for 61% of the label's operating earnings for 2017 and will be 100% of its operating earnings going forward. Licensed products include apparel, jewelry, watches, outerwear, sunglasses, and luggage. While the Debtors historically operated the Anne Klein footwear and handbags business within this segment, as part of their restructuring plan and desire to exit the footwear and handbag categories, in early 2018,

⁶ Kasper Group is owned and operated by Debtor Kasper Group LLC.

⁷ The Anne Klein® brand intellectual property is owned by Debtor Nine West Development LLC, and that entity is the party to the license agreement with Steve Madden, Ltd. described herein.

the Debtors and Steven Madden, Ltd. entered into a licensing agreement, which granted Steve Madden, Ltd. the exclusive right to use the Anne Klein® trademark in connection with the manufacture or sale of its footwear and handbags categories worldwide. In 2017, the Anne Klein business accounted for net revenue of approximately \$142 million, which was approximately nine percent of the Debtors' total revenue.

E. The Jewelry Group.⁸

26. The Jewelry Group designs and distributes fashion jewelry through wholesale channels to stores around the globe, and its products are available in a variety of department stores, specialty retailers, and mass-market stores. The Jewelry Group is the successor to Victoria & Co. (established in 1950) and was acquired by the Jones Apparel Group in 2000. The Jewelry Group has become a leading fashion jewelry producer in the United States, selling under internal and licensed brands including Nine West®, Anne Klein®, and Napier®. In 2017, The Jewelry Group business segment accounted for net revenue of approximately \$73 million, which was approximately five percent of the Debtors' total revenue.

F. Retail Operations.

27. As of March 31, 2018, the Debtors operated approximately 70 brick-and-mortar retail stores in the United States under the Easy Spirit® and Nine West® brand names. For many years and consistent with national economic trends disfavoring retail operations, the Debtors' retail store performance has continued to decline and has been a drag on the Debtors' earnings. As part of the Easy Spirit sale in December 2016, the Debtors agreed to exit the Easy Spirit retail stores in an orderly fashion within three years. With respect to Nine West®, notwithstanding extensive efforts by the Debtors' management team and advisors prior to the Petition Date, no party that has

⁸ The Jewelry Group is owned and operated by Debtor NWHI.

completed diligence has expressed an interest in purchasing the Debtors' retail store operations. In an effort to stem growing losses from their retail operations, but also in light of the Debtors' overall turnaround strategy to focus on the competitive and successful segments of their businesses, the Debtors have filed a motion seeking to reject all of their retail leases *nunc pro tunc* to the Petition Date.⁹ In each instance, the Debtors discontinued their brick-and-mortar retail operations prior to the Petition Date and vacated each of their store locations. In 2017, the Debtors' retail operations generated approximately eight percent of the Debtors' total revenue but created losses of approximately \$30.6 million of the Debtors' 2017 EBITDA.

28. The Debtors also operate an e-commerce website, www.NineWest.com, where consumers can directly purchase Nine West® brand products. The website sells primarily full-price product (as opposed to outlet product). Subject to the Bidding Procedures, the Debtors' e-commerce platforms will be sold pursuant to the Stalking Horse APA.

G. The Debtors' Non-Debtor Affiliates.

29. The Debtors have certain affiliates that are not part of these chapter 11 cases. The majority of these non-debtor affiliates are entities providing or supporting quality control, product sourcing, and production operations for the Debtors' brands. Certain non-debtor affiliates are holding companies, non-operating entities created for other legal purposes, or residual entities remaining from mergers and acquisitions. The non-debtor affiliates are not liable for any of the Debtors' outstanding funded debt obligations.

⁹ A schedule of rejected leases is available in *Debtors' First Omnibus Motion for Entry of an Order Authorizing (A) Rejection of Certain Unexpired Leases of Nonresidential Real Property Effective Nunc Pro Tunc to the Petition Date, (B) Abandonment of Any Personal Property Related Thereto, and (C) Granting Related Relief*, filed contemporaneously herewith.

III. The Debtors' Cost Structure.

A. Design.

30. The Debtors' product lines are developed by a combination of their own design teams and third-party designers who interpret global lifestyle, clothing, footwear, and accessories trends. To research and confirm such trends, design teams travel throughout Asia, Europe, and major American markets, conduct market research on retailer and consumer preferences, and subscribe to fashion and color information services. New collections are primarily introduced in the four principal selling seasons: Spring, Summer, Fall, and Holiday. Each season features new products designed to ensure a fresh flow of goods to retail customers. In addition there are certain key item styles, less seasonal in nature, that are replenishment offerings. The Debtors have a team of dedicated designers and merchants specific to each major business unit and further to each brand within the business unit. Costs attributed to the design function are primarily labor related but also include travel and related expenses. In 2017, the Debtors' design function generated annual costs of approximately \$30.9 million.

B. Production.

31. The Debtors' design team works hand-in-hand with the production team to determine materials, product components, create product samples, and select product for production. The production team leverages its relationships with manufacturers to minimize the Debtors' costs and calculate to-market production time. The Debtors contract with a number of foreign manufacturers in China, Singapore, South Korea, Indonesia, Jordan, Taiwan, and other countries. Costs attributed to the production function are primarily labor related. In 2017, the Debtors' production function generated annual costs of approximately \$49.3 million.

C. Distribution.

32. After production, finished goods are transported to the Debtors' distribution centers. The Debtors lease and operate two distribution centers, located in West Deptford, New Jersey and South Hill, Virginia. The Debtors also rely on third-party logistics and warehouse providers located in City of Industry, California. The Debtors ship their inventory through a number of third-party shippers and freight forwarders to their warehouses. Costs attributed to the distribution function are primarily third-party contract costs, wages, and benefits for warehouse employees, and facility expenses associated with the Debtors' leased properties. In 2017, the Debtors' distribution function generated annual costs of approximately \$44.9 million.

D. Sales.

33. The sales team works in partnership with the design and production team to present product lines to customers in various contexts, including at industry market events and individual meetings with customers. The Debtors introduce new collections several times per year and showcase collections at key industry-wide shows. The Debtors further market their products by bringing retail and sales planning expertise to their retail partners. Under this program, team members who have extensive retail backgrounds work with the retailer to create a "focus area" or "concept shop" within the store that displays the full collection of a single brand in one area. These individuals assist the Debtors' retail partners by providing advice about appropriate product assortment and product flow, making recommendations about when a product should be re-ordered, providing sales guidance (including the training of store personnel), and developing advertising programs with the retailer to promote sales of the Debtors' products. In addition, the Debtors' sales force and field merchandising associates recommend how to display products, assist with merchandising displays, and educate store personnel about the Debtors' brands to promote the ultimate sale of their product. With this approach, the Debtors' customers are

encouraged to devote greater selling space to the Debtors' products, and the Debtors are better able to assess consumer preferences as well as the customers' future ordering needs and inventory requirements. The Debtors' sales team also works with customers to accurately forecast and place orders for the Debtors' product lines. In 2017, the Debtors' sales function generated annual costs of approximately \$87.5 million.

E. Shared Services.

34. The Debtors maintain shared services to facilitate efficient operations across their brands and operating businesses. For 2017, the Debtors' shared service function incurred approximately \$37 million of costs, which consisted of approximately 135 employees. Specifically, the Debtors' back office personnel include: (a) finance, accounting, treasury support, accounts payable services, and tax compliance support; (b) legal services, including general legal compliance and related services; (c) back office human resources and payroll services, including benefit administration; (d) management information services, including information technology infrastructure and retail system support; and (e) facilities and logistics support, including office space and general facilities management. The Debtors have historically allocated shared services costs across the various business units based on a percent of effort and revenue.

F. The Debtors' Employees.

35. The Debtors employ approximately 1,500 people in the United States, including approximately 1,450 full time employees and approximately 50 part-time employees. Thirteen of the Debtors' employees within Kasper Group are members of a union. This employee headcount reflects the reduction in the Debtors' workforce due to the closing of the Debtors' retail store locations.¹⁰

¹⁰ The Debtors' employee compensation and benefits and other related matters are described in greater detail in the Debtors' Motion for Entry of Interim and Final Orders (I) Authorizing the Debtors to (A) Pay Prepetition Wages,

G. Real Estate Obligations.

36. The Debtors have historically leased all of their Nine West® and Easy Sprit® store locations. Prior to the Petition Date, the Debtors commenced a detailed review of their entire real estate portfolio as part of an overall strategy to eliminate their existing store footprint. As more fully discussed below, the Debtors filed a motion contemporaneously herewith seeking to reject all leases related to their stores *nunc pro tunc* to the Petition Date. The Debtors expect that exiting from the brick-and-mortar store business will allow them to reduce their operating costs while concentrating on their wholesale business.

IV. The Debtors' Prepetition Corporate and Capital Structure.

37. The Debtors' corporate organization is illustrated on Exhibit A attached hereto. As set forth on Exhibit A, Debtor NWHI is a wholly owned subsidiary of Debtor Jasper Parent LLC. Each of the other Debtors is a direct or indirectly wholly-owned subsidiary of NWHI.

38. As of the Petition Date, the Debtors' capital structure consisted of outstanding funded-debt obligations in the aggregate principal amount of approximately \$1.6 billion, consisting of the ABL Facility, the Secured Term Loan Facility, the Unsecured Term Loan Facility, the 8.25% Unsecured Notes, the 6.875% Unsecured Notes, and the 6.125% Unsecured Notes (as defined herein). Each Debtor is an obligor (either as a borrower or guarantor) under the ABL Facility, the Secured Term Loan Facility, and the Unsecured Term Loan Facility. NWHI is the only obligor under each of the Unsecured Notes (as defined herein). The following table summarizes the Debtors' outstanding funded-debt obligations, and the obligations are described in more detail below.

Salaries, Other Compensation, and Reimbursable Expenses and (B) Continue Employee Benefits Programs, and (II) Granting Related Relief, filed contemporaneously herewith.

Funded Debt	Maturity	Approximate Principal Amount Outstanding (m)
\$250 million ABL Facility¹¹	Apr. 2019	\$ 108.0
\$25 million FILO Loan	Apr. 2019	\$ 22.1
Secured Term Loan Facility	Oct. 2019	\$ 427.1
Unsecured Term Loan Facility	Jan. 2020	\$ 300.0
8.25% Unsecured Notes	Mar. 2019	\$ 426.7
6.875% Unsecured Notes	Mar. 2019	\$ 28.5
6.125% Unsecured Notes	Nov. 2034	\$ 250.0
	Total:	\$ 1,578.0

A. ABL Facility.

39. Each Debtor is party to that certain Credit Agreement, dated as of April 8, 2014 (as amended, restated, supplemented, waived, or otherwise modified from time to time prior to the Petition Date, the “ABL Credit Agreement”), by and among NWHI, One Jeanswear Group, Inc., and Kasper Group LLC, as borrowers, the lenders party thereto (the “ABL Lenders”), and Wells Fargo Bank, National Association, as agent (the “ABL Agent”). The ABL Credit Agreement provides for a \$250 million senior secured revolving credit facility (the “ABL Facility”) and a \$25 million first-in, last-out term loan (the “FILO Loan”). The Debtors who are not borrowers under the ABL Credit Agreement have guaranteed all obligations under the ABL Facility.

40. The relative contractual rights and priorities of the ABL Agent and the Secured Term Loan Agent with respect to shared collateral are governed by that certain Intercreditor Agreement, dated as of April 8, 2014 (as amended, restated, supplemented, waived, or otherwise modified from time to time prior to the Petition Date, the “Intercreditor Agreement”), between the ABL Agent and the Term Loan Agent. Pursuant to the Intercreditor Agreement, obligations under the ABL Facility are secured by a first priority lien on, among other things, the Debtors’ accounts (other than certain accounts which are identifiable proceeds of collateral of the Secured Term Loan Facility described below), credit card receivables, cash, money and cash equivalents (other than

¹¹ Balance excludes approximately \$28.1 million of letters of credit issued thereunder as of the Petition Date.

that which is identifiable proceeds of collateral of the Secured Term Loan Facility described below), deposit accounts, and inventory (collectively, the “ABL Priority Collateral”), and a second priority lien on all other property of the borrowers and the guarantors (collectively, the “Term Loan Priority Collateral”).

41. The ABL Facility provides for cash dominion when the excess availability under the ABL Facility is less than 2.5% of the maximum credit available under the ABL Facility, at which point the ABL Agent can exercise certain controls over the Debtors’ bank accounts. Although the Debtors are not required under the ABL Facility, the Debtors’ have agreed to be under cash dominion pursuant to a letter agreement. Additionally, pursuant to various control agreements executed between certain Debtors and the ABL Lenders, the ABL Agent can take available funds from the Debtors’ master operating account and other material accounts and use those funds to pay down the ABL Facility. As of the date hereof, substantially all of the Debtors’ cash is subject to a control agreement in favor of the ABL Agent. The amount outstanding under the ABL Facility is subject to fluctuations based on daily cash sweeps. Approximately \$108.0 million in principal under the ABL Facility was outstanding as of the Petition Date (excluding letters of credit as described above). The principal amount outstanding and approximately \$22.1 million remains outstanding under the FILO Loan.

B. Secured Term Loan Facility.

42. Each Debtor is party to that certain Term Loan Credit Agreement, dated as of April 8, 2014 (as amended, restated, supplemented, waived, or otherwise modified from time to time prior to the Petition Date, the “Secured Term Loan Credit Agreement”), by and among NWHI, as borrower, Jasper Parent LLC as Holdings, Morgan Stanley Senior Funding, Inc., as

administrative agent¹² (in such capacity, the “Secured Term Loan Agent”), and the lenders thereto. The Secured Term Loan Credit Agreement initially provided a \$445 million secured term loan facility (the “Secured Term Loan Facility”). Holdings and the other Debtors who are not borrowers under the Secured Term Loan Credit Agreement have guaranteed all obligations under the Secured Term Loan Facility. As of the Petition Date, approximately \$427.1 million in aggregate principal amount remains outstanding under the Secured Term Loan Facility.

43. Pursuant to the Intercreditor Agreement, obligations under the Secured Term Loan Credit Agreement are secured by a second priority lien on the ABL Priority Collateral and a first priority lien on Term Loan Priority Collateral. Since the 2014 Transaction, the Debtors have made approximately \$80 million in interest payments under the Secured Term Loan Facility.

C. Unsecured Term Loan.

44. Each Debtor is party to that certain Term Loan Credit Agreement, dated as of April 8, 2014 (as amended, restated, supplemented, waived, or otherwise modified from time to time prior to the Petition Date, the “Unsecured Term Loan Credit Agreement”), by and among NWHI, as borrower, Jasper Parent LLC, as Holdings, Morgan Stanley Senior Funding, Inc., as administrative agent¹³ (in such capacity, the “Unsecured Term Loan Agent”), and the lenders party thereto. The Unsecured Term Loan Credit Agreement provides for a \$300 million unsecured term loan (the “Unsecured Term Loan Facility”). Holdings and the other Debtors who are not borrowers under the Unsecured Term Loan Credit Agreement have guaranteed all obligations under the Unsecured Term Loan Facility. As of the Petition Date, approximately \$300 million in aggregate principal amount remains outstanding under the Unsecured Term Loan Credit Agreement. Since

¹² The Debtors believe that Morgan Stanley Senior Funding, Inc. is in the process of resigning as agent under the Secured Term Loan Credit Agreement and will be replaced by Cortland Capital Market Services LLC.

¹³ The Debtors believe that Morgan Stanley Senior Funding, Inc. is in the process of resigning as agent under the Unsecured Term Loan Credit Agreement and will be replaced by Glas Trust Company LLC.

the 2014 Transaction, the Debtors have made approximately \$72 million in interest payments under the Unsecured Term Loan Facility.

D. The Unsecured Notes.

1. 8.25% Unsecured Notes.

45. NWHI issued approximately \$427 million in aggregate principal amount of 8.25% senior unsecured notes (collectively, the “8.25% Unsecured Notes”) under that certain indenture, dated as of April 23, 2014 (as amended, supplemented, or otherwise modified from time to time), with U.S. Bank National Association, as trustee. The 8.25% Unsecured Notes mature in March 2019 and, prior to the Petition Date, required semiannual coupon payments on March 15 and September 15. As of the Petition Date, approximately \$426.7 million in aggregate principal amount of 8.25% Unsecured Notes remains outstanding. Since the 2014 Transaction, the Debtors have made approximately \$128.3 million in interest payments under the 8.25% Unsecured Notes.

2. 6.875% Unsecured Notes.

46. NWHI (as successor in interest)¹⁴ issued \$300 million in aggregate principal amount of 6.875% senior unsecured notes (collectively, the “6.875% Unsecured Notes”), under that certain indenture, dated March 7, 2011 (as amended, supplemented, or otherwise modified from time to time), with U.S. Bank National Association, as trustee. The 6.875% Unsecured Notes mature in March 2019 and, prior to the Petition Date, required semiannual coupon payments on March 15 and September 15. Holders of 6.875% Unsecured Notes were given the option to (a) put their notes to NWHI at a put price of 101% in connection with the 2014 Transaction or (b) exchange their notes for 8.25% Unsecured Notes in connection with NWHI’s issuance of the

¹⁴ NWHI is party to the 6.875% Unsecured Notes Indenture as the Issuer after Jones Apparel Group USA, Inc. survived a merger (the “Merger”) with The Jones Group, Inc., Jones Apparel Group Holdings, Inc., and JAG Footwear, Accessories and Retail Corporation on April 8, 2014, after which certain funds managed or controlled by the Sponsor became the beneficial owner of such entities, and Jones Apparel Group USA, Inc. was renamed NWHI.

8.25% Unsecured Notes, and in connection with such option, holders of approximately \$366.8 million in principal amount in the 6.875% Unsecured Notes elected to exchange for the 8.25% Unsecured Notes. As of the Petition Date, approximately \$28.5 million in aggregate principal amount of 6.875% Unsecured Notes remains outstanding. Since the 2014 Transaction, the Debtors have made approximately \$6.9 million in interest payments under the 6.875% Unsecured Notes.

3. 6.125% Unsecured Notes.

47. NWHI (as successor in interest)¹⁵ issued \$250 million in aggregate principal amount of 6.125% senior unsecured notes (collectively, the “6.125% Unsecured Notes” and, collectively with the 8.25% Unsecured Notes and the 6.875% Unsecured Notes, the “Unsecured Notes”), issued under that certain indenture, dated November 22, 2004 (as amended, supplemented, or otherwise modified from time to time), with U.S. Bank National Association, as trustee (as successor in interest to SunTrust Bank). The 6.125% Unsecured Notes mature in November 2034 and, prior to the Petition Date, required semiannual coupon payments on May 15 and November 15. As of the Petition Date, approximately \$250 million in aggregate principal amount of 6.125% Unsecured Notes remains outstanding. Since the 2014 Transaction, the Debtors have made approximately \$61.3 million in interest payments under the 6.125% Unsecured Notes.

E. Equity Interests.

48. As of the Petition Date, Jasper Parent LLC is wholly-owned by non-debtor Jasper Investment Holdings LLC, which is wholly-owned by non-debtor Nine West Topco LLC. Investment funds managed by Sycamore Partners Management, L.P. directly or indirectly hold 100 percent of the outstanding equity interests in non-debtor Nine West Topco LLC.

¹⁵ NWHI is party to the 6.125% Unsecured Notes Indenture as the Issuer of the 6.125% Unsecured Notes after Jones Apparel Group USA, Inc. survived the Merger and was renamed NWHI.

Part II.
Events Leading to These Chapter 11 Cases

I. Factors Causing the Debtors' Performance Decline.

49. As described above, the Debtors' overall business has been a tale of two cities. Despite owning and licensing well-known and respected brand names, the Debtors' Nine West® footwear and handbag business performance significantly declined since the 2014 Transaction, while their One Jeanswear Group, Kasper Group, and The Jewelry Group, and Anne Klein have shown relative stability (albeit without sufficient growth to offset the steep decline in the footwear and handbag businesses) notwithstanding macroeconomic issues. Three main factors contributed to the Debtors' recent struggles.

50. First, the Debtors have faced the same macro retail market trends in the United States, Canada, Asia, the Middle East, and South America that have impacted other apparel and retail companies over the last several years, including a general shift away from brick-and-mortar shopping, a shift in consumer demographics away from branded apparel, and changing fashion and style trends. Because a substantial portion of the Debtors' profits derive from wholesale distribution, the Debtors have been hurt by the decline of many large retailers, such as Sears, Bon-Ton, and Macy's, which have closed stores across the country and purchased less product for their stores due to decreased consumer traffic. In 2015 and 2016, the Debtors experienced a steep and unanticipated cut back on orders from two of the Debtors' most significant footwear customers, which led to year over year decreases in revenue of \$16 million and \$46 million in 2015 and 2016, respectively. These troubles have been somewhat offset by e-commerce platforms such as Amazon and Zappos, but such platforms have not made up for the sales volume lost as a result of brick-and-mortar retail declines.

51. Second, the Debtor's l.e.i.® brand, which was historically successful and an important part of the One Jeanswear Group business, suffered significant losses beginning in

mid-to-late 2014. For example, from 2014 to 2015 the Debtors' revenue from the l.e.i® brand decreased by \$36 million. Additionally, from 2014 to 2016, the jeanswear market was more generally impacted by increasing sales of "athleisurewear" and consumer tastes trending away from jeans. The Debtors, however, were able to combat this industry-wide trend with the introduction of new brands and customers, while many of the non-l.e.i® brands have also been experiencing a resurgence in recent months.

52. Third, the Nine West Group business has experienced a precipitous decline in operating performance over the past four years and was a negative earnings contributor to the Debtors' operations in 2017. Industry factors, including a consumer shift from dress shoes and pumps (one of Nine West Group's strengths in footwear) to comfort and casual footwear impacted revenue of the business. In addition, as moderate department stores closed locations and began to emphasize private label products, the Nine West Group's footwear and handbag presence was further impacted. The Debtors, for their part, acknowledge their own missteps in adjusting to these industry challenges, which included both quality and design issues, as well as a slowness to react to changes in consumer trends. Although the Debtors have addressed these missteps through senior management and design team changes, as well as a new sourcing strategy, the Nine West Group business has suffered significant declines in orders since late 2014 from a large shoe chain retailer and various department store customers. The Nine West Group's extensive and long-standing international distribution network complicated matters further. As the global retail environment became challenged and geopolitical issues impacted certain key partners, the Debtors' international business experienced declines, exaggerating the negative performance impact compared to many competitors that were just expanding internationally. Also specific to Nine West Group, a key partner in Asia, GRI Group, had its own specific challenges which resulted in significantly reduced Nine West Group sales and profit in a key territory.

53. The Debtors similarly “missed the mark” in predicting consumer preferences with respect to their Easy Spirit® brand, which resulted in decreased demand and substantial losses. Specifically, the Debtors’ efforts to pursue a younger, more fashionable consumer for the Easy Spirit® brand failed, which led to a significant decrease in sales in the fall of 2015 and spring of 2016. The losses were further exacerbated by a substantial inventory purchase that ultimately did not meet sales expectations with retail partners nor in the Debtors’ own stores. As a result, Easy Spirit turned from a brand with profits of \$10–15 million in 2014 to a nearly \$20 million negative contributor in 2016. As stated above, due to continuing losses, the Debtors chose to sell their Easy Spirit® wholesale business in December 2016 and invested the proceeds of that transaction in the acquisition of the Kasper Group business.¹⁶

54. After several years of declines in the Nine West Group business, part of the investment hypothesis behind the 2014 Transaction was that the Nine West® brand could be grown and strong earnings would result. Customer concentration, however, has always been a risk within the Nine West Group as well as the Debtors’ other business units. Ultimately, this risk materialized as the continued challenges described above, the difficult global retail environment, product and design missteps, and quality problems all led to certain of the Debtors’ customers, and the Debtors’ end-consumers, losing confidence in the Debtors—particularly the Nine West® and Bandolino® brands. Nine West Group net sales have declined 36.9 percent since fiscal year 2015—from approximately \$647.1 million to approximately \$408 million in the most recent fiscal year.

55. In response to these struggles, the Debtors sold the Easy Spirit® brand in December 2016, have moved away from brick-and-mortar retail stores, and have made senior management

¹⁶ Although the Debtors originally retained the Easy Spirit® retail business under the transaction, as part of their restructuring strategy to right-size their real estate footprint, all Easy Spirit® stores were closed before the Petition Date.

and design team changes within Nine West Group. At this juncture, the Debtors believe that substantial capital and operational investments, as well as concentrated attention on the shoe business, would be required for the Debtors to turn around the Nine West Group business. But the Debtors do not have the capital to sustain such efforts, have shown limited success in the past several years with respect to footwear and handbags, and in any event the Debtors believe this time, attention, and money would be better spent on their historically stable jeanswear, apparel, and jewelry businesses.

56. In light of the Debtors' operational challenges, the Debtors recently have struggled to sustain the costs associated with their funded debt obligations. The Debtors' annual interest expense is equal to approximately \$113.9 million, compared with approximately \$88.1 million of adjusted EBITDA in fiscal year 2017. Since the 2014 Transaction, the Debtors have paid approximately \$384.4 million in funded debt service (including interest expense and amortization). And although the Debtors expect improved performance without the overhang of their store footprint and after re-positioning their business without the losses associated with their footwear and handbag businesses, the Debtors' post-emergence projected adjusted EBITDA of \$105.8 million for fiscal year 2019 is insufficient to sustain the Debtors' existing capital structure. Moreover, interest expense, combined with the decline in the business, has drained the Debtors of capital that the Debtors may have been able to use to strengthen their business operations. The Debtors therefore have been proactive in seeking to address their balance sheet in advance of the 2019 maturities under their ABL Facility, FILO Loan, Secured Term Loan Facility, 8.25% Unsecured Notes, and 6.875% Unsecured Notes.

II. Prepetition Strategic Transactions.

A. Go-Forward Business Model Considerations.

57. As noted above, the Debtors' footwear and handbag sales have declined every year, dragging down overall earnings, including those of the still very profitable One Jeanswear Group, Kasper Group, and The Jewelry Group businesses. Thus, by late 2016 the Debtors were at a crossroads: they could either make a substantial investment in the Nine West Group business in an effort to turn around declining sales or they could divest from the footwear and handbag business and focus on their historically strong, stable, and profitable business lines.

58. As noted above, the Debtors took the first step toward executing this strategy when they sold the Easy Spirit® brand and certain working capital assets for \$50.1 million (net of fees and costs) in cash in December 2016 to Marc Fisher Footwear. The Debtors subsequently used the cash proceeds to repurchase the Kasper® branded business for approximately \$40 million, which by that time had been renamed Kasper Group. The Kasper Group provided the Debtors with a cash-flow positive business that they already had operating experience with, was a licensee of many of the Debtors' brands including Nine West® and Anne Klein®, and fit with the Debtors' strategic shift to concentrate on apparel. By April 2017, the Debtors continued on this path, and were actively marketing the Nine West® brand to strategically monetize this asset and allow the company to focus on the categories it deemed core to its business and strengths. As discussed more fully herein, the Debtors' marketing efforts were successful, and they have entered into these chapter 11 cases with the Stalking Horse APA to sell assets related to the Nine West® brand, subject to a competitive auction process.

B. Real Estate Right-Sizing Initiatives.

59. The Debtors' management team also determined that the Debtors' strengths are in wholesale distribution and not as a brick-and-mortar retailer. The Debtors' footwear and handbag

businesses have been saddled with expensive commercial lease obligations that are not supported by customer demand at the retail store level. Prior to the Petition Date, the Debtors determined to exit brick-and-mortar retail altogether to reduce the drag of that business on overall earnings. To that end, the Debtors began a strategy of largely entering short-term leases and began to allow their store leases to naturally expire. Moreover, and as noted above, the Debtors have filed a motion seeking to reject all remaining leases related to their stores *nunc pro tunc* to the Petition Date, contemporaneously herewith.

60. The Debtors lease approximately 70 Nine West® and Easy Sprit® store locations and three corporate offices. In addition, the Debtors have subleased one former store location and one office location. As of the Petition Date, the Debtors ceased operations, vacated their store lease premises, and abandoned possession and the keys to their respective landlords.¹⁷ The Debtors have vacated one of their three offices and abandoned the premises to its respective landlord.

61. I believe the rejection of the retail leases is in the best interest of the Debtors' estates. The Debtors have determined that such stores and offices are not profitable and will not form part of the Debtors' ongoing business operations or the Debtors' strategic plan for the future. This move will eliminate the substantial burdens associated with those leases to the benefit of the Debtors and their stakeholders more generally. Additionally, marketing the retail leases for assignment or sublease to a third-party will be impracticable, as the leases have strict restrictions regarding the Debtors' continued operation in those locations. Rejecting the retail leases will save the Debtors approximately \$3 million in rental and operating expenses per month.

¹⁷ The Debtors have transported any remaining retail inventory to their warehouses prior to filing these chapter 11 cases.

III. Appointment of Independent Directors.

62. In August 2017, to ensure a thorough and fair process with respect to the Debtors' review of their strategic alternatives, the Board of Directors or Managers of NWHI, Jasper Parent LLC, and One Jeanswear Group, Inc. appointed Alan Miller and Harvey Tepner to the boards as disinterested directors (the "Independent Directors"). Each of the Independent Directors has extensive experience serving on boards of managers and boards of directors in distressed situations. The Independent Directors subsequently retained Munger, Tolles & Olson LLP ("MTO") and Berkeley Research Group LLC as independent counsel and independent financial advisor, respectively, to assist the Independent Directors' review of matters regarding transactions or negotiations that may result in conflicts of interest, including related to the 2014 Transaction and related Carve-Out Transactions. As part of this mandate, the Independent Directors commenced an investigation into the 2014 Transaction and Carve-Out Transactions to determine whether the Debtors' estates may have any claims related to such transactions. On behalf of the Independent Directors and as part of these efforts, MTO has briefed various creditor groups and provided them documentation regarding potential claims related to the Debtors' direct or indirect equity owners, and received certain feedback from those creditors on any potential claims. Although much work has been done on this investigation, the Independent Directors and their advisors continue their efforts to evaluate potential claims, if any, the Debtors may have with respect to their relationship with, among others, the Sponsor, lenders, and creditors involved in the 2014 Transaction or related Carve-Out Transactions.

IV. Restructuring Negotiations and Path Forward.

63. Recognizing the Debtors' 2019 funded debt maturity wall and ongoing operational challenges, the Debtors retained Lazard Frères & Co. LLC ("Lazard") on April 5, 2017, as investment banker, to aid in a review of all strategic alternatives. Moreover, Consensus Advisory

Services LLC (“Consensus”), the investment banker that assisted the Debtors in selling the Easy Spirit® brand, was approached by a third-party (which had also been involved in that Easy Spirit® process) in April 2017 expressing interest in purchasing the Nine West® brand. This party had expressed similar interest previously during the Easy Spirit® process. Given this interest, the Debtors retained Consensus to assist the Debtors in marketing the Nine West® brand. The Debtors, with the assistance of their advisors, then commenced a two-prong process, each of which is discussed more fully below.

A. Creditor Negotiations.

64. With the assistance of Lazard, the Debtors began, in the summer of 2017, to organize their funded debt creditors in an effort to gauge support regarding various restructuring proposals. After engaging in initial diligence with their secured and unsecured term loan lenders in the summer and early fall, in October 2017, the Debtors entered into confidentiality agreements with (a) certain lenders under the Secured Term Loan Credit Agreement (the “Secured Lender Group”), represented by Davis Polk & Wardwell LLP and Ducera Partners LLC, (b) a group of crossover lenders under the Secured Term Loan Credit Agreement and Unsecured Term Loan Credit Agreement (the “Crossover Group”), represented by King & Spalding LLP and Guggenheim Securities, LLC, and (c) Brigade Capital Management (“Brigade”), represented by Kramer Levin Naftalis & Frankel LLP and Moelis & Company. The Debtors proposed a general deal construct based in part on the sale of the Nine West® or another brand to pay down debt, with various cash, debt, and equity recoveries for the Debtors’ creditors. The parties provided preliminary feedback on the deal construct but expressed differing views on value and how the Debtors’ debt should be restructured in the context of an asset sale. Ultimately, with no such asset sale in hand, the Debtors’ cleansed these creditors on November 27, 2017.

65. As discussed below, the Debtors next turned their attention to the ongoing efforts to sell the Nine West® brand. As these efforts gained traction, in early February 2018, the Debtors again entered into confidentiality agreements with their main secured and unsecured term loan lender groups noted above. These various groups indicated they had divergent views with regards to, among other things, enterprise value, and each proposed a different path for the Debtors' restructuring with their own interests in mind. The Debtors engaged with these groups on potential deal constructs and exchanged term sheets in furtherance thereof. The Debtors also engaged with principals for an Ad Hoc Group of 2034 Noteholders (the "2034 Noteholder Group"), represented by Jones Day and Houlihan Lokey, starting in March 2018. The 2034 Noteholder Group made proposals to the Debtors, Brigade, and the Crossover Group on potential plan recoveries and to the Sponsor with respect to potential claims related to the 2014 Transaction.

66. As these discussions continued, on March 15, 2018, approximately \$18.6 million in aggregate interest payments were due under the indentures governing the 8.25% Unsecured Notes and 6.875% Unsecured Notes. The indentures governing these Unsecured Notes each permitted the Debtors a 30-day "grace period" to make the interest payment before the failure to make such payment would mature into an "Event of Default" under such indentures. To preserve liquidity while restructuring negotiations were underway, the Debtors determined to enter into the grace period with respect to each of these interests payments. The Debtors have not made these payments as of the Petition Date. The Debtors used this time to continue to focus parties on reaching a settlement regarding the terms of a global restructuring transaction. These efforts culminated in the RSA, which, as described below, represents a substantial step forward in the context of these negotiations.

B. Nine West® Asset Sale.

67. While broader deal discussions were ongoing and with the assistance of Consensus, the Debtors began reaching out to potential Nine West® brand purchasers during the spring of 2017. The Debtors ultimately reached out to more than fifty strategic buyers regarding the potential sale of the Nine West® brand. Twenty of these buyers either executed confidentiality agreements or otherwise participated in additional diligence under another party's confidentiality agreement. In the fall of 2017, the Debtors engaged in constructive negotiations with one of these parties regarding the terms of an asset purchase agreement. These discussions did not result in a definitive agreement.

68. By January 2018, the Debtors had made additional progress with not just the first potential purchaser but also with ABG. The Debtors weighed the potential benefits and risks of each potential purchaser and their offer. In particular, the Debtors weighed which offer would more likely lead to a competitive bidding process and had the least contingencies, such as financial commitments. The Debtors, with the advice of their advisors, made the business judgment that entry into the ABG letter of intent was in the best interests of the company and their stakeholders.

69. The Debtors and ABG reached final agreement on the Stalking Horse APA on April 5, 2018. The Stalking Horse APA provides the commitment by the Stalking Horse Bidder to pay \$200 million for the intellectual property associated with the Nine West®, Bandolino®, and associated brands and related to certain working capital assets, subject to adjustments as set forth in the Stalking Horse APA. The parties extensively negotiated potential purchase price adjustments to account for, among other things, the amount of accounts receivable retained by the Debtors and the amount of working capital assets to be purchased by the Stalking Horse Bidder at the closing of the transaction. As a result of these negotiations, it is anticipated that the Debtors will retain approximately \$30 million to \$40 million of accounts receivable under the Stalking

Horse APA. The purchase price associated with the purchased intellectual property is \$123 million. The Stalking Horse APA establishes a baseline amount that the Debtors will receive for the purchased assets set forth therein, the cash proceeds of which are instrumental to the terms of the RSA. Any offer that tops the bid encompassed in the Stalking Horse APA will inure to the benefit of the Debtors' stakeholders. Throughout this process, the Debtors and their advisors kept the advisors to their major creditor constituencies apprised of the status of the sale process.

70. Contemporaneously herewith, the Debtors have filed a motion seeking approval of bidding procedures related to the sale of the assets covered by the Stalking Horse APA. Although the Debtors are not seeking to have those procedures approved at the first day hearing of these chapter 11 cases, the dates set forth therein are:

Deadline	Proposed Date
Preliminary Bid Deadline	15 calendar days after bidding procedures hearing
Bid Deadline	20 calendar days after Preliminary Bid Deadline
Auction	4 business days after Bid Deadline
Sale Hearing	2 business days after Auction

71. The Debtors' proposed timeline would result in a sale hearing approximately 70 days after the Petition Date. Given the Debtors' extensive prepetition marketing efforts, the Debtors believe this timeline is more than reasonable to ensure that the sale of the Nine West®, Bandolino®, and associated brands and related working capital assets are for the highest or otherwise best price.

C. The Debtors' Need for Liquidity and the Proposed DIP Financing.

72. The Debtors' continued design, contract, manufacturing, and distribution of apparel and footwear, as well as their licensing activities, deeply rely on customer satisfaction and brand

recognition. Thus, the sustained provision of high quality products that customers and end-users have come to expect from the Debtors is of utmost importance, especially in an industry where a disappointing selling season can have large-scale ramifications on the Debtors' customers. In addition, the Debtors can represent as much as 75 percent of the volume of certain key factories of certain of their vendors, meaning a substantial decrease in orders from the Debtors, even if not prolonged, could materially impact such vendors' long-term viability.

73. The Debtors' cash balance as of the Petition Date is approximately \$1.97 million. For months now, the Debtors' vendors have expressed significant unease regarding the Debtors' financial situation, which has heightened due to certain published reports regarding the Debtors' upcoming chapter 11 filing. And while the Debtors have thus far been able to maintain the shipment and distribution of product (and thus the continued trust of their customers) notwithstanding these struggles, the Debtors project they will run out of money as early as next week without continued access to their revolving credit facility or an additional cash infusion. It is for this reason that I believe that access to committed financing at the outset of these chapter 11 cases is necessary not only to operate but also to quell uncertainty throughout the Debtors' supply chain that the Debtors will have the liquidity necessary to successfully emerge from chapter 11.

74. The debtor-in-possession financing package (the "DIP Financing") arranged by the Debtors with the assistance of their advisors provides this needed relief on what I understand, based on my discussions with Lazard, are reasonable terms. As part of this process, the Debtors engaged in arm's-length, good faith negotiations with potential financing sources and developed multiple facilities with their creditor groups. The Debtors' DIP Financing includes an up to \$247.5 million asset-based lending facility whereby the Debtors' obligations under the Prepetition ABL Facility will be refinanced by the ABL DIP Financing, which will have substantially the same borrowing and cash sweep procedures to which the Debtors have become accustomed. This

“business as usual” approach to the Debtors’ asset-based lending operations will allow the Debtors to focus on stabilizing their business, ensuring a smooth transition into chapter 11. The DIP Financing also includes a \$50 million new money, dual-draw term loan facility funded by the commitment parties under the RSA. I believe that the provision of DIP Financing commitments from the Debtors’ existing lenders not only provides the Debtors with superior terms compared to third-party financing but also sends a message to the market that the Debtors’ prepetition capital structure is committed to their successful reorganization. In light of the manifest benefits provided to the Debtors under the DIP Financing and the Debtors’ critical need for liquidity, I believe the DIP Financing is in the best interest of the Debtors’ estates.

V. The Restructuring Support Agreement.

75. As discussed above, on the date hereof, the Debtors entered into the RSA with holders of over 78 percent by principal amount of loans under the Secured Term Loan Facility and holders of over 89 percent under the Unsecured Term Loan Facility. The following table sets forth the material terms of the RSA, which is provided for illustrative purposes and is qualified in its entirety by the full documentation attached hereto as **Exhibit B**.

Treatment of Claims	
Administrative Claims; Priority Tax Claims; ABL DIP Claims; Term DIP Facility Claims; Other Priority Claims; Other Secured Claims	<ul style="list-style-type: none"> • Unimpaired
Secured Term Loan Claims	<ul style="list-style-type: none"> • Payment in full in cash, with waiver if non-default interest
Unsecured Term Loan Claims	<ul style="list-style-type: none"> • Commitments under the New Second Lien Term Loan Facility • 100% of the New Equity, subject to dilution by any management equity incentive plan, less any New Equity distributed to other classes of unsecured claims

	<ul style="list-style-type: none"> • The value of the unencumbered property of NWHI in New Equity, cash, or other consideration on a pro rata basis • Proceeds allocated to such class under an Estate Action Settlement (as defined in the RSA), if any
2034 Notes Claims	<ul style="list-style-type: none"> • The value of the unencumbered property of NWHI in New Equity, cash, or other consideration on a pro rata basis • Proceeds allocated to such class under an Estate Action Settlement, if any
2019 Notes Claims	<ul style="list-style-type: none"> • The value of the unencumbered property of NWHI in New Equity, cash, or other consideration on a pro rata basis • Proceeds allocated to such class under an Estate Action Settlement, if any
NWHI General Unsecured Claims	<ul style="list-style-type: none"> • The value of the unencumbered property of NWHI in New Equity, cash, or other consideration on a pro rata basis • Proceeds allocated to such class under an Estate Action Settlement, if any
Other General Unsecured Claims	<ul style="list-style-type: none"> • The value of the unencumbered property of the applicable Debtor in New Equity, cash, or other consideration on a pro rata basis • Proceeds allocated to such class under an Estate Action Settlement, if any
Releases	<ul style="list-style-type: none"> • Customary releases, subject to certain carve-outs for current and former affiliates and related parties, in each case who participated in the 2014 Transaction or the Carve-Out Transactions as detailed in the RSA (the “Contingent Released Parties”)
Post-Emergence Capital Structure	
New ABL Facility	Up to \$275 million senior secured asset-based revolving credit facility
New First Lien Term Loan Facility	\$350 million (or such other amount sufficient to pay off the Secured Term Loan Facility and cover other sources and uses necessary to fund emergence) first lien senior secured term loan facility
New Second Lien Term Loan Facility	\$150 million second lien senior secured term loan facility, distributed to lenders under the Unsecured Term Loan Facility
New Equity	Equity in NWHI, or a new parent corporation, to be issued on the effective date, which shall be deemed fully paid and non-assessable
Material Restructuring Support Agreement Terms	
Fiduciary Out	Debtors’ commitment subject to a fiduciary out as set forth in the RSA

<p>Restructuring Expenses</p>	<ul style="list-style-type: none"> • Reasonable and documented fees and expenses of the advisors to the restructuring support parties; • Additional advisors for such parties that are necessary to the restructuring with the reasonable consent of the Debtors; • Restructuring Expenses to be paid through the Plan on the Effective Date; and • No restructuring expenses required to be paid if incurred in connection with any action in furtherance of a “trigger event” (events that can, subject to the terms of the RSA, enable a party to terminate)
<p>Chapter 11 Milestones</p>	<ul style="list-style-type: none"> • 5 Days from Petition Date: Interim DIP Order • 14 Days from Petition Date: File Plan, Disclosure Statement reasonably satisfactory to Requisite Consenting Term Loan Lenders • 45 Days from Petition Date: Final DIP Order • 70 Days from Petition Date: Debtors shall have received at least one irrevocable and legally binding commitment, in form and substance reasonably satisfactory (or satisfactory solely with respect to any condition, contingency, or other provision in such first lien exit financing commitment that poses material risk to the parties being able to close or fund the New First Lien Term Loan Facility pursuant to such first lien exit financing commitment, other than a condition, contingency, or other provision relating to the closing of the 363 Sale) to the Requisite Consenting TL Lenders, to enter into the New First Lien Term Loan Facility • 95 Days from Petition Date: Disclosure Statement Hearing • 98 Days from Petition Date: Disclosure Statement Order, reasonably satisfactory to Requisite Consenting Term Loan Lenders • 130 Days from Petition Date: Confirmation Hearing • 135 Days from Petition Date: Confirmation Order, satisfactory to Requisite Consenting Term Loan Lenders • 150 Days from Petition Date: Effective Date

76. The RSA provides a commitment from the Debtors’ most senior creditor constituencies to support a substantial deleveraging of the Debtors’ approximately \$1.6 billion capital structure. The restructuring contemplated by the RSA is in the best interests of the Debtors’ estates, maximizes stakeholder recoveries, secures a viable pathway to future growth, and ensures

that the Debtors continue to operate on an ongoing basis for the benefit of their customers, vendors, and approximately 1,500 employees. The Debtors are in the process of drafting and negotiating the terms of the chapter 11 plan and related disclosure statement, which they intend to file within the milestones set forth in the RSA. The Debtors believe that these milestones, along with the timelines required by the proposed DIP Financing and the proposed Nine West® sale bidding procedures, properly balance the Debtors' need to expeditiously exit chapter 11 to ensure the continued viability of their ongoing business operations and provide a fair and reasonable amount of time for the Debtors' stakeholders to analyze the terms of the agreements and transactions contemplated by the RSA and the Debtors' chapter 11 plan.

Part III.
First Day Motions

77. Contemporaneously with the filing of these chapter 11 cases, the Debtors filed the following motions (collectively, the "First Day Motions") seeking relief that the Debtors believe is necessary to enable them to efficiently administer their estates with minimal disruption and loss of value during the chapter 11 cases:

- *Debtors' Motion for Entry of Interim and Final Orders (I) Authorizing the Debtors to (A) Continue to Operate Their Cash Management System, (B) Honor Certain Prepetition Obligations Related Thereto, (C) Maintain Existing Business Forms, and (D) Continue to Perform Intercompany Transactions, and (II) Granting Related Relief;*
- *Debtors' Motion for Entry of an Order (I) Authorizing the Debtors to (A) Prepare a List of Creditors in Lieu of Submitting a Formatted Mailing Matrix and (B) File a Consolidated List of the Debtors' 50 Largest Unsecured Creditors, (II) Authorizing the Debtors to Redact Certain Personal Identification Information for Individual Creditors, (III) Approving the Form and Manner of Notifying Creditors of Commencement of These Chapter 11 Cases, and (IV) Granting Related Relief;*
- *Debtors' Motion for Entry of Interim and Final Orders (A) Authorizing the Debtors to Pay Certain Prepetition Claims of Critical Vendors, and (B) Granting Related Relief;*

- *Debtors' Motion for Entry of Interim and Final Orders (A) Authorizing the Debtors to Maintain and Administer Their Existing Customer Programs and Honor Certain Prepetition Obligations Related Thereto and (B) Granting Related Relief;*
- *Debtors' Motion for Entry of Interim and Final Orders (A) Authorizing the Debtors to Obtain Postpetition Financing, (B) Authorizing the Debtors to Use Cash Collateral, (C) Granting Liens and Providing Superpriority Administrative Expense Status, (D) Granting Adequate Protection to the Prepetition Secured Parties, (E) Modifying the Automatic Stay, (F) Scheduling a Final Hearing, and (G) Granted Related Relief;*
- *Debtors' Motion for Entry of Interim and Final Orders (I) Authorizing the Debtors to Pay Prepetition Claims of (A) Foreign Vendors, (B) Lien Claimants, (C) Import Claimants, and (D) 503(b)(9) Claimants, and (II) Granting Related Relief;*
- *Debtors' Motion for Entry of Interim and Final Orders (I) Authorizing the Debtors to (A) Continue Insurance Coverage Entered into Prepetition and Satisfy Prepetition Obligations Related Thereto, (B) Renew, Supplement, Modify, or Purchase Insurance Coverage, and (C) Continue to Pay Brokerage Fees, and (II) Granting Related Relief;*
- *Debtors' Motion for Entry of an Order (A) Extending Time to File Schedules of Assets and Liabilities, Schedules of Current Income and Expenditures, Schedules of Executory Contracts and Unexpired Leases, Statements of Financial Affairs, and Rule 2015.3 Financial Reports, and (B) Granting Related Relief;*
- *Debtors' Motion for Entry of Interim and Final Orders (A) Authorizing the Debtors to Continue and Renew Their Surety Bond Program and (B) Granting Related Relief;*
- *Debtors' Motion for Entry of Interim and Final Orders (A) Authorizing the Payment of Certain Prepetition Taxes and Fees and (B) Granting Related Relief;*
- *Debtors' Motion for Entry of Interim and Final Orders (A) Prohibiting Utility Providers from Altering, Refusing, or Discontinuing Utility Services, (B) Determining Adequate Assurance of Payment for Future Utility Services, (C) Establishing Procedures for Determining Adequate Assurance of Payment, and (D) Granting Related Relief; and*
- *Debtors' Motion for Entry of Interim and Final Orders (I) Authorizing the Debtors to (A) Pay Prepetition Wages, Salaries, Other Compensation, and Reimbursable Expenses and (B) Continue Employee Benefits Programs, and (II) Granting Related Relief.*

78. The First Day Motions seek authority to, among other things, obtain postpetition financing, honor employee-related wages and benefits obligations, pay critical costs associated

with the Debtors' customer programs and to certain necessary vendors, and ensure the continuation of the Debtors' cash management systems and other business operations without interruption. I believe that the relief requested in the motions is necessary to give the Debtors an opportunity to work towards successful chapter 11 cases that will benefit all of the Debtors' stakeholders.

79. Several of these motions request authority to pay certain prepetition claims. I understand that Rule 6003 of the Federal Rules of Bankruptcy Procedure provides, in relevant part, that the Court shall not consider motions to pay prepetition claims during the first 20 days following the filing of a chapter 11 petition, "except to the extent relief is necessary to avoid immediate an irreparable harm." In light of this requirement, the Debtors have narrowly tailored their requests for immediate authority to pay certain prepetition claims to those circumstances where the failure to pay such claims would cause immediate and irreparable harm to the Debtors and their estates. Other relief will be deferred for consideration at a later hearing.

80. I am familiar with the content and substance of the First Day Motions. In my opinion, approval of the relief sought in each of the motions is critical to successfully implementing Debtors' chapter 11 strategy efficiently and with minimal disruption to their business operations, thereby permitting the Debtors to preserve and maximize value for the benefit of all stakeholders.

81. The Debtors request that the relief requested in each of the First Day Motions be granted as critical elements to maximizing the value of the Debtors' estates. I believe that the relief requested in the First Day Motions is necessary to allow the Debtors to operate with minimal disruption during the pendency of these chapter 11 cases. I have reviewed each of the First Day Motions and the facts set forth therein are true and correct to the best of my knowledge and belief with appropriate reliance on corporate officers and advisors. If asked to testify as to the facts

supporting each of the First Day Motions filed contemporaneously herewith, I would testify to the facts as set forth in such motions.

* * * * *

I. Information Required by Local Bankruptcy Rule 1007-2.

82. Local Bankruptcy Rule 1007-2 requires certain information related to the Debtors, which I have provided in the exhibits attached hereto as Exhibit C through Exhibit N. Specifically, these exhibits contain the following information with respect to the Debtors (on a consolidated basis, unless otherwise noted):¹⁸

- Exhibit C. Pursuant to Local Bankruptcy Rule 1007-2(a)(3), provides the names and addresses of the members of, and attorneys for, any committee organized prior to the order for relief in these chapter 11 cases, and a brief description of the circumstances surrounding the formation of the committee and the date of the formation.
- Exhibit D. Pursuant to Local Bankruptcy Rule 1007-2(a)(4), provides the following information with respect to each of the holders of the Debtors' fifty (50) largest unsecured claims, excluding claims of insiders: the creditors name; the address (including the number, street, apartment, or suite number, and zip code, if not included in the post office address); the telephone number; the name(s) of the person(s) familiar with the Debtors' account; the nature and approximate amount of the claim; and an indication of whether the claim is contingent, unliquidated, disputed, or partially secured.
- Exhibit E. Pursuant to Local Bankruptcy Rule 1007-2(a)(5), provides the following information with respect to each of the holders of the five largest secured claims against the Debtors: the creditor's name; address (including the number, street, apartment, or suite number, and zip code, if not included in the post office address); the amount of the claim; a brief description of the claim; an estimate of the value of the collateral securing the claim; and an indication of whether the claim or lien is disputed at this time.

¹⁸ The information contained in Exhibit C through Exhibit N attached to this declaration does not constitute an admission of liability by, nor is it binding on, the Debtors. The Debtors reserve all rights to assert that any debt or claim listed herein is a disputed claim or debt and to challenge the priority, nature, amount, or status of any such claim or debt.

- **Exhibit F.** Pursuant to Local Bankruptcy Rule 1007-2(a)(6), provides a summary of the Debtors' assets and liabilities.
- **Exhibit G.** Pursuant to Local Bankruptcy Rule 1007-2(a)(7), provides a summary of the publicly held securities of the Debtors.
- **Exhibit H.** Pursuant to Local Bankruptcy Rule 1007-2(a)(8), provides the following information with respect to any property in possession or custody of any custodian, public officer, mortgagee, pledge, assignee of rents, or secured creditors, or agent for such entity: the name; address; and telephone number of such entity and the court in which any proceeding relating thereto is pending.
- **Exhibit I.** Pursuant to Local Bankruptcy Rule 1007-2(a)(9), provides a list of property comprising the premises owned, leased, or held under other arrangement from which the Debtors operate their business.
- **Exhibit J.** Pursuant to Local Bankruptcy Rule 1007-2(a)(10), sets forth the location of the Debtors' substantial assets, the location of their books and records, and the nature, location, and value of any assets held by the Debtors outside the territorial limits of the U.S.
- **Exhibit K.** Pursuant to Local Bankruptcy Rule 1007-2(a)(11), provides a list of the nature and present status of each action or proceeding, pending or threatened, against the Debtors or their property where a judgment or seizure of their property may be imminent.
- **Exhibit L.** Pursuant to Local Bankruptcy Rule 1007-2(a)(12), sets forth a list of the names of the individuals who comprise the Debtors' existing senior management, their tenure with the Debtors, and a brief summary of their relevant responsibilities and experience.
- **Exhibit M.** Pursuant to Local Bankruptcy Rule 1007-2(b)(1)–(2)(A), provides the estimated amount of payroll to the Debtors' employees (not including officers, directors, and equityholders) and the estimated amounts to be paid to officers, equityholders, directors, and financial and business consultants retained by the Debtors, for the 30-day period following the Petition Date.
- **Exhibit N.** Pursuant to Local Bankruptcy Rule 1007-2(b)(3), provides a schedule, for the 30-day period following the Petition Date, of estimated cash receipts and disbursements, net gain or loss, obligations and receivables expected to accrue but remain unpaid, other than professional fees, for the 30-day period following the

filing of the chapter 11 cases, and any other information relevant to an understanding of the foregoing.

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Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge and belief.

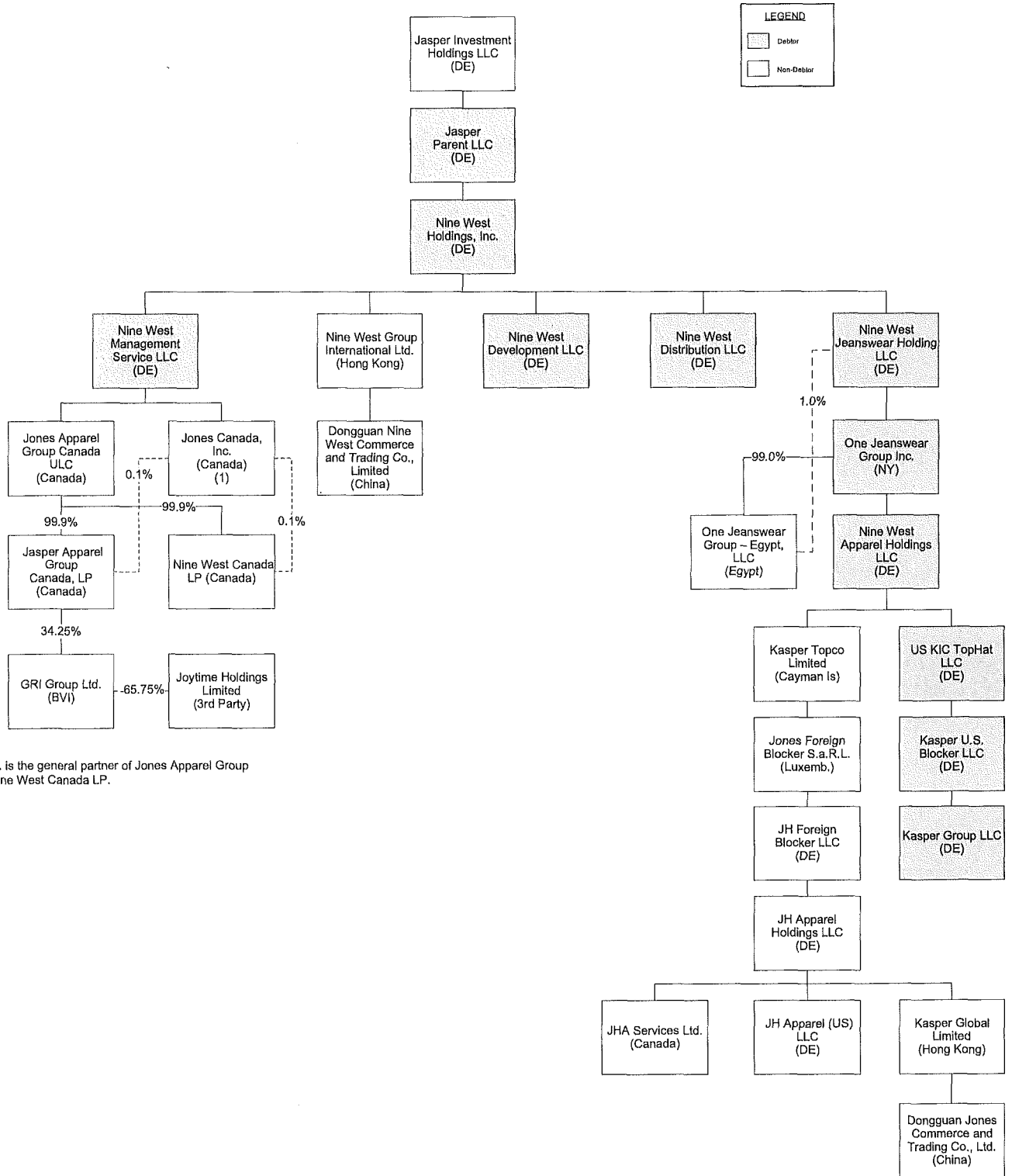
Dated:
New York, New York

A handwritten signature in black ink, appearing to read 'Ralph Schipani', written over a horizontal line.

Name: Ralph Schipani
Title: Interim Chief Executive Officer
Nine West Holdings, Inc.

Corporate Structure Chart

NINE WEST



(1) Jones Canada, Inc. is the general partner of Jones Apparel Group Canada, LP and Nine West Canada LP.

Exhibit B

Restructuring Support Agreement

RESTRUCTURING SUPPORT AGREEMENT

This RESTRUCTURING SUPPORT AGREEMENT (as amended, supplemented, or otherwise modified from time to time in accordance with the terms hereof, this “Agreement”) is made and entered into as of April 6, 2018, by and among the following parties (each a “Party” and, collectively, the “Parties”):

- i. Jasper Parent LLC and Nine West Holdings, Inc., together with certain of their direct and indirect subsidiaries, including: Kasper Group LLC, Kasper U.S. Blocker LLC, Nine West Apparel Holdings LLC, Nine West Development LLC, Nine West Distribution LLC, Nine West Jeanswear Holding LLC, Nine West Management Service LLC, One Jeanswear Group, Inc., and US KIC Top Hat LLC (each a “Company Entity” and, collectively, the “Company”);
- ii. the undersigned holders of claims (and together with their respective successors and permitted assigns, the “Consenting Secured TL Lenders”) under the Prepetition Secured TL Credit Agreement (as defined herein); and
- iii. the undersigned holders of claims (and together with their respective successors and permitted assigns, the “Consenting Unsecured TL Lenders”) under the Prepetition Unsecured TL Credit Agreement (as defined herein).

RECITALS

WHEREAS, the Parties have engaged in arm’s-length, good-faith discussions regarding a restructuring of the Company’s capital structure;

WHEREAS, each Party desires that such restructuring be implemented through a joint chapter 11 plan of reorganization, and a sale of certain of the Company’s assets pursuant to section 363 of the Bankruptcy Code (as defined herein) (the “363 Sale”), for the Company on the terms and conditions set forth in the term sheet attached hereto as **Exhibit A** (including its exhibits, and as may be amended, supplemented, or otherwise modified from time to time consistent with the terms of this Agreement, the “Term Sheet” and the restructuring undertaken materially consistent with the Term Sheet, the “Restructuring”);

WHEREAS, to effectuate the Restructuring, the Company shall commence the Chapter 11 Cases under the Bankruptcy Code in the Bankruptcy Court (each as defined herein). In connection with the Chapter 11 Cases, the Company shall file a chapter 11 plan (as may be amended, supplemented, or otherwise modified from time to time consistent with the terms of this Agreement, the “Plan”) for the Company consistent in all material respects with the terms of the Term Sheet and a related disclosure statement (as may be amended, supplemented, or otherwise modified from time to time consistent in all material respects with the terms of this Agreement, the “Disclosure Statement”);

WHEREAS, the Company has requested, and the members of the Ad Hoc Secured TL Lender Group, the Ad Hoc Crossover TL Lender Group, and Brigade have agreed to provide, a \$50 million two-draw Term DIP Facility; and

WHEREAS, each Party has reviewed the Term Sheet, has agreed to the terms of the Restructuring on the terms set forth therein, and agrees that the following sets forth the agreement among the Parties concerning their respective rights and obligations in respect of the Restructuring.

NOW, THEREFORE, in consideration of the covenants and agreements contained herein, and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Party, intending to be legally bound hereby, agrees as follows:

AGREEMENT

Section 1. Definitions.

The following terms shall have the following definitions:

“363 Sale” has the meaning set forth in the preamble hereof.

“363 Sale Purchase Agreement” means that certain Asset Purchase Agreement by and among ABG Nine West LLC, Nine West Holdings, Inc., Nine West Development, LLC, and ABG Intermediate Holdings 2 LLC.

“ABL DIP Facility” has the meaning ascribed to such term in the Term Sheet.

“Accredited Investor” has the meaning set forth in Rule 501 of the Securities Act.

“Ad Hoc Crossover TL Lender Group” means the holders of Prepetition Secured TL Claims and Prepetition Unsecured TL Claims represented by King & Spalding LLP.

“Ad Hoc Crossover TL Lender Group Advisors” means King & Spalding, LLP, Guggenheim Securities, LLC, and, with the reasonable consent of the Company, such other or additional counsel, financial advisors, consultants, and/or other professionals or experts that are necessary to the implementation of the Restructuring.

“Ad Hoc Secured TL Lender Group” means the holders of Prepetition Secured TL Claims represented by Davis Polk & Wardwell LLP and Ducera Partners LLC.

“Ad Hoc Secured TL Lender Group Advisors” means Davis Polk & Wardwell LLP and Ducera Partners LLC, and, with the reasonable consent of the Company, such other or additional counsel, financial advisors, consultants, and/or other professionals or experts that are necessary to the implementation of the Restructuring.

“Agreement” has the meaning set forth in the preamble hereof, and, for the avoidance of doubt, includes all of the exhibits attached to the Agreement.

“Agreement Effective Date” means the date upon which this Agreement shall become effective and binding upon each of the Parties pursuant to the terms of Section 2 hereof.

“Alternative Transaction” means any chapter 11 plan or restructuring transaction other than the Restructuring involving the Company, which, for the avoidance of doubt, shall not include the 363 Sale.

“Bankruptcy Code” means title 11 of the United States Code, 11 U.S.C. §§ 101–1532, as now in effect or hereinafter amended, and the rules and regulations promulgated thereunder.

“Bankruptcy Court” means the United States Bankruptcy Court for the Southern District of New York.

“Bar Date” shall mean the date by which all proofs of Claim (including for Claims arising under 503(b)(9) of the Bankruptcy Code) must be filed, other than Claims of governmental units.

“Bar Date Order” shall mean an order by the Bankruptcy Court setting the Bar Date.

“Brigade” means Brigade Capital Management, LP.

“Brigade Advisors” means Kramer Levin Naftalis & Frankel LLP, Moelis & Company, LLC, and Morris Tbeile, and, with the reasonable consent of the Company, such other or additional counsel, financial advisors, consultants, and/or other professionals or experts that are necessary to the implementation of the Restructuring.

“Business Day” means a day other than a Saturday, Sunday, or other day on which the Federal Reserve Bank of New York is closed.

“Chapter 11 Cases” means the voluntary, jointly administered chapter 11 cases that the Company will commence in the Bankruptcy Court to effectuate the Restructuring.

“Claim” has the meaning set forth in section 101(5) of the Bankruptcy Code.

“Company” has the meaning set forth in the preamble hereof.

“Company Advisors” means, solely for purposes of Section 5.04(g), Kirkland & Ellis LLP, Lazard, Freres & Co. LLC, and Alvarez & Marsal North America, LLC.

“Company Termination Event” has the meaning set forth in Section 7.04 hereof.

“Company Trigger Event” has the meaning set forth in Section 7.04 hereof.

“Confidentiality Agreement” has the meaning set forth in Section 5.05 hereof.

“Confirmation Order” means the order of the Bankruptcy Court confirming the Plan pursuant to section 1129 of the Bankruptcy Code.

“Consenting Secured TL Lenders” has the meaning set forth in the preamble hereof, provided that if any Consenting Secured TL Lender terminates its obligations under this Agreement in accordance with the terms of this Agreement, such Party shall no longer be a Consenting Secured TL Lender.

“Consenting Unsecured TL Lenders” has the meaning set forth in the preamble hereof provided that if any Consenting Unsecured TL Lender terminates its obligations under this Agreement in accordance with the terms of this Agreement, such Party no longer be a Consenting Unsecured TL Lender.

“Debt Instruments” means, collectively, the (i) Prepetition Secured TL Credit Agreement, (ii) Prepetition Unsecured TL Credit Agreement, (iii) Indentures, and (iv) Credit Agreement, dated as of April 8, 2014 (as amended, restated, supplemented, or otherwise modified from time to time prior to the Petition Date), between and among Nine West Holdings, Inc., One Jeanswear Group Inc., and Kasper Group LLC, as borrowers, Jasper Parent LLC, the lenders party thereto, and Wells Fargo Bank, National Association, as both administrative agent and FILO agent.

“DIP Financing” means, collectively, the ABL DIP Facility and the Term DIP Facility.

“DIP Financing Order” means, as applicable, the interim and final orders approving the DIP Financing.

“Disclosure Statement” has the meaning set forth in the recitals hereof.

“Disclosure Statement Motion” means the motion seeking approval of the Disclosure Statement.

“Disclosure Statement Order” means an order of the Bankruptcy Court approving the Disclosure Statement, the Plan Solicitation Materials, and the Solicitation (as defined below) for the Plan.

“Indentures” means, collectively, the (i) 8.250% Unsecured Notes due 2019 under the Indenture, dated April 23, 2014 (as amended, restated, supplemented, or otherwise modified from time to time prior to the Petition Date), with Nine West Holdings, Inc., as issuer, and U.S. Bank National Association, as indenture trustee, (ii) 6.875% Unsecured Notes 2019 under the Indenture, dated March 7, 2013 (as amended, restated, supplemented, or otherwise modified from time to time prior to the Petition Date), with

Nine West Holdings, Inc., as issuer, and U.S. Bank National Association, as indenture trustee, and (iii) 6.125% Unsecured Notes due 2034 under the Indenture, dated November 22, 2004 (as amended, restated, supplemented, or otherwise modified from time to time prior to the Petition Date), with Nine West Holdings, Inc., as issuer, and U.S. Bank National Association as indenture trustee.

“Joinder” means a transfer agreement in the form of **Exhibit B** attached hereto.

“Material Asset(s)” means one or more assets of the Company with a fair market value of \$2,500,000 as determined by the Company in its reasonable discretion.

“Party” and “Parties” have the meanings set forth in the preamble hereof.

“Permitted Transfer” has the meaning set forth in Section 5.05 hereof.

“Permitted Transferee” has the meaning set forth in Section 5.05 hereof.

“Petition Date” means the date on which the Company commences the Chapter 11 Cases.

“Plan” has the meaning set forth in the recitals hereof.

“Plan Effective Date” means the date upon which all conditions precedent to the effectiveness of the Plan have been satisfied or are expressly waived in accordance with the terms thereof, as the case may be, and on which the Restructuring and the other transactions to occur on the Plan Effective Date pursuant to the Plan become effective or are consummated.

“Plan Solicitation Materials” means the ballots and other related materials drafted in connection with the solicitation of acceptances of the Plan and to be approved by the Bankruptcy Court pursuant to the Disclosure Statement Order.

“Plan Supplement” means the compilation of documents and forms of documents, schedules, and exhibits to the Plan that will be filed by the Company with the Bankruptcy Court.

“Plan Support Period” means the period commencing on the Agreement Effective Date and ending on the date on which this Agreement is terminated in accordance with Section 7 hereof.

“Prepetition Secured TL Claims” means any claim for principal, interest, fees, expenses, and any other amounts, including contingent obligations, arising under or in connection with the Prepetition Secured TL Credit Agreement.

“Prepetition Secured TL Credit Agreement” means that certain Term Loan Credit Agreement, dated as of April 8, 2014 (as amended, restated, supplemented, or otherwise modified from time to time prior to the Petition Date), by and among Nine West Holdings, Inc., as borrower, Jasper Parent LLC, as holdings, Morgan Stanley Senior Funding, Inc., as administrative agent, and the other lenders party thereto.

“Prepetition Unsecured TL Claims” means all obligations arising under or in connection with the Prepetition Unsecured TL Credit Agreement, including any claim for principal, interest, fees, expenses, and any other amounts arising under or in connection with the Prepetition Unsecured TL Credit Agreement.

“Prepetition Unsecured TL Credit Agreement” means that certain Unsecured Term Loan Credit Agreement, dated as of April 8, 2014 (as amended, restated, supplemented, or otherwise modified from time to time prior to the Petition Date), by and among Nine West Holdings, Inc., as borrower, Jasper Parent LLC, as holdings, Morgan Stanley Senior Funding, Inc. as administrative agent, and the other lenders party thereto.

“Qualified Institutional Buyer” has the meaning set forth in Rule 144A of the Securities Act.

“Qualified Marketmaker” means an entity that holds itself out to the public or applicable private markets as standing ready in the ordinary course of business to purchase from customers and sell to customers claims against the Company, in its capacity as a dealer or market maker in claims against the Company.

“Requisite Consenting Secured TL Lenders” means, as of the relevant date, Consenting Secured TL Lenders holding more than 50% in aggregate principal amount of Prepetition Secured TL Claims held by all of the Consenting Secured TL Lenders as of such date.

“Requisite Consenting TL Lenders” means, collectively, the Requisite Consenting Secured TL Lenders and Requisite Consenting Unsecured TL Lenders.

“Requisite Consenting Unsecured TL Lenders” means, as of the relevant date, Consenting Unsecured TL Lenders holding no less than 66.67% in aggregate principal amount of Prepetition Unsecured TL Claims held by all of the Consenting Unsecured TL Lenders as of such date.

“Restructuring” has the meaning set forth in the recitals hereof.

“Restructuring Documents” means, collectively, (i) the Plan, (ii) the Disclosure Statement, (iii) the Disclosure Statement Motion, related Plan Solicitation Materials, and the Disclosure Statement Order, (iv) the Confirmation Order, (v) the Plan Supplement and the documents contained therein, (vi) the DIP Financing Credit Agreement, DIP

Financing Order, and the motion to approve the DIP Financing Order, and any credit agreements or motions to approve any exit financing and any related orders, (vii) any asset purchase agreements and related motions for any sale pursuant to Section 363 of the Bankruptcy Code (including the 363 Sale Purchase Agreement and any motions to approve the 363 Sale) and any related orders, and (viii) any other material (with materiality determined in the reasonable discretion of the Company's advisors) agreements, motions (excluding "first day" motions and any motions seeking to retain or compensate the Company's or any committee's professional advisors), pleadings, briefs, applications (other than applications to retain or compensate the Company's advisors), orders, and other filings with the Bankruptcy Court, and (ix) all exhibits, schedules, supplements, annexes, and attachments with respect to each of the foregoing (but excluding any declarations).

"Restructuring Expenses" means all reasonable and documented fees and expenses owed by the Company and incurred by the Ad Hoc Secured TL Lender Group Advisors, the Brigade Advisors, and the Ad Hoc Crossover TL Lender Group Advisors, in each case, in accordance with their respective fee letters or engagement letters, any applicable Bankruptcy Court order, or as otherwise agreed by the Company in connection with the execution of this Agreement.

"Secured TL Lender" means a lender under the Prepetition Secured TL Credit Agreement.

"Secured TL Lender Termination Event" has the meaning set forth in Section 7.02 hereof.

"Secured TL Lender Trigger Event" has the meaning set forth in Section 7.02 hereof.

"Securities Act" means the Securities Act of 1933, 15 U.S.C. §§ 77a-77aa, as now in effect or hereinafter amended, and the rules and regulations promulgated thereunder.

"Term DIP Facility" has the meaning ascribed to such term in the Term Sheet.

"Term Sheet" has the meaning set forth in the recitals hereof.

"Transfer" means any direct or indirect sale, use, pledge, assignment, transfer, or the disposal of Claims.

"Transferee" means a recipient of the Transfer of a Claim as described in Section 5.05 hereof.

"Unsecured TL Lender" means a lender under the Prepetition Unsecured TL Credit Agreement.

“Unsecured TL Lender Termination Event” has the meaning set forth in Section 7.03 hereof.

“Unsecured TL Lender Trigger Event” has the meaning set forth in Section 7.03 hereof.

Unless otherwise specified, references in this Agreement to any Section or clause refer to such Section or clause as contained in this Agreement. The words “herein,” “hereof,” and “hereunder” and other words of similar import in this Agreement refer to this Agreement as a whole, and not to any particular Section or clause contained in this Agreement. Wherever from the context it appears appropriate, each term stated in either the singular or plural shall include the singular and the plural, and pronouns stated in the masculine, feminine or neuter gender shall include the masculine, feminine and neuter genders. The words “including,” “includes,” and “include” shall each be deemed to be followed by the words “without limitation”. Wherever the consent or the written consent of a Party is required, the Company may rely on email correspondence from the Ad Hoc Crossover TL Lender Group Advisors and the Brigade Advisors, or Ad Hoc Secured TL Lender Group Advisors, as applicable.

Section 2. Agreement Effective Date; Conditions to Effectiveness.

The Agreement Effective Date shall occur immediately upon delivery to the Company of executed and released signature pages for this Agreement from: (a) holders holding no less than 66.67 percent in aggregate principal amount of Prepetition Secured TL Claims; (b) holders holding no less than 66.67 percent in aggregate principal amount of Prepetition Unsecured TL Claims; and (c) the Company. Upon the Agreement Effective Date, this Agreement and the Term Sheet shall be deemed effective and thereafter the terms and conditions herein or in the Term Sheet (including the exhibits thereof) may only be amended, modified, waived, or otherwise supplemented as set forth in Section 10 hereof.

Section 3. Restructuring Documents

Each of the Restructuring Documents shall contain terms and conditions consistent in all material respects with this Agreement and the Term Sheet, and otherwise be acceptable to the Company, the Requisite Consenting TL Lenders (such acceptance not to be unreasonably withheld, conditioned, or delayed), including in each case with respect to any material modifications, amendments, deletions, or supplements to such Restructuring Documents at any time during the Plan Support Period.¹ Notwithstanding the foregoing, the Confirmation Order must be acceptable to the Requisite Consenting TL Lenders.

¹ For the avoidance of doubt, the failure to accept the terms of any Restructuring Document or the failure to consent by the Requisite Consenting TL Lenders to any other term or issue addressed in this Agreement or in the Term Sheet shall not be deemed unreasonable merely due to the acceptance or consent by any individual Consenting Unsecured TL Lender or Consenting Secured TL Lender.

Section 4. Term Sheet.

The Term Sheet is expressly incorporated herein and made part of this Agreement. The general terms and conditions of the Restructuring are set forth in the Term Sheet. In the event of any inconsistencies between the terms of this Agreement and the Term Sheet, this Agreement shall control and govern.

Section 5. Commitments Regarding the Restructuring.

5.01. Commitments of Consenting Secured TL Lenders. Subject to the terms and conditions of this Agreement, and so long as this Agreement has not been terminated in accordance with the terms hereof, each Consenting Secured TL Lender hereby covenants and agrees to:

(a) (i) use its commercially reasonable efforts to support the Restructuring and the transactions contemplated by the Term Sheet, (ii) negotiate in good faith and execute (to the extent such Party is a party thereto) and otherwise support (and not oppose or seek to cause any other entity to oppose) each of the Restructuring Documents, and (iii) act in good faith, support, and take all commercially reasonable actions necessary or reasonably requested by the Company to facilitate the implementation and consummation of the Restructuring;

(b) (i) to the extent so requested, timely vote or cause to be voted (subject to receipt of a Disclosure Statement approved by the Bankruptcy Court soliciting votes on the Plan) all of its Claims, including the Claims under the Debt Instruments, that it holds, controls, or has the ability to control to accept the Plan by delivering a duly executed and timely completed ballot or ballots accepting the Plan following commencement of the solicitation of acceptances of the Plan in accordance with sections 1125 and 1126 of the Bankruptcy Code, (ii) not withdraw, amend, or revoke such vote (or cause or direct such vote to be withdrawn, amended, or revoked), if no Secured Lender Termination Event or Company Termination Event has occurred, (iii) to the extent such election is available, not elect on its ballot to preserve claims, if any, that such Consenting Secured TL Lender may own or control that may be affected by any releases contemplated under the Plan (and, to the extent required by such ballot, to affirmatively "opt in" to any such releases and exculpation), and (iv) support confirmation and consummation of the Plan, including the release and exculpation provisions to be provided in the Plan and contemplated by the Disclosure Statement and Plan Solicitation Materials, and take all reasonably necessary actions in support thereof;

(c) not directly or indirectly (i) object to, vote, or cause to be voted any of its Claims under its control to reject the Plan, (ii) seek, solicit, support, encourage, or vote its Claims for, consent to, or encourage any plan of reorganization, proposal, offer, dissolution, winding up, liquidation, reorganization, merger, consolidation, business combination, joint venture, partnership, sale of assets, or restructuring of Company other than the Plan, (iii) seek, solicit, support, or encourage postpetition financing other than as, and to the extent, provided for in this Agreement, (iv) take any other action that is inconsistent with, or that would, or would reasonably be expected to, impede, delay, appeal, or obstruct the proposal, solicitation, confirmation, or consummation of the Plan or the Restructuring that is materially consistent with this Agreement, or (v) instruct the applicable administrative and/or collateral agents under the

Debt Instruments or related credit documents to take any action, or refrain from taking any action, that would be inconsistent with this Agreement;

(d) support (and not object to or otherwise delay) any Restructuring Documents filed by the Company in furtherance of the Restructuring that are materially consistent with this Agreement;

(e) support (and not object to or otherwise delay) the 363 Sale, including all motions filed in support of the 363 Sale;

(f) notify the Company and the Consenting Unsecured TL Lenders of any material breach by the Consenting Secured TL Lenders of which the Ad Hoc Secured TL Lender Group Advisors have actual knowledge in respect of any of the obligations, representations, warranties, or covenants set forth in this Agreement by furnishing written notice to the Company in accordance with Section 14.09 hereof within three (3) Business Days of actual knowledge of such breach;

(g) to the extent that any legal or structural impediment arises that would prevent, hinder, or delay the consummation of the transactions contemplated herein, the Consenting Secured TL Lenders agree to negotiate in good faith with the Company, the Consenting Unsecured TL Lenders, and other relevant third parties appropriate additional or alternative provisions to address any such impediment; and

(h) not challenge or support any other party that challenges the validity, enforceability, or priority of the Prepetition Unsecured TL Credit Agreement, or any claims or interests arising thereunder.

5.02. Commitments of Consenting Unsecured TL Lenders. Subject to the terms and conditions of this Agreement, and so long as this Agreement has not been terminated in accordance with the terms hereof, each Consenting Unsecured TL Lender hereby covenants and agrees to:

(a) (i) use its commercially reasonable efforts to support the Restructuring and the transactions contemplated by the Term Sheet, (ii) negotiate in good faith and execute (to the extent such Party is a party thereto) and otherwise support (and not oppose or seek to cause any other entity to oppose) each of the Restructuring Documents, and (iii) act in good faith, support, and take all commercially reasonable actions necessary or reasonably requested by the Company to facilitate the implementation and consummation of the Restructuring;

(b) (i) timely vote or cause to be voted (subject to receipt of a Disclosure Statement approved by the Bankruptcy Court soliciting votes on the Plan) all of its Claims, including the Claims under the Debt Instruments, that it holds, controls, or has the ability to control to accept the Plan) by delivering a duly executed and timely completed ballot or ballots accepting the Plan following commencement of the solicitation of acceptances of the Plan in accordance with sections 1125 and 1126 of the Bankruptcy Code, (ii) not withdraw, amend, or revoke such vote (or cause or direct such vote to be withdrawn, amended, or revoked), if no Unsecured Lender Termination Event or Company Termination Event has occurred, (iii) to the extent such election is available, not elect on its ballot to preserve claims, if any, that such

Consenting Unsecured TL Lender may own or control that may be affected by any releases contemplated under the Plan (and, to the extent required by such ballot, to affirmatively “opt in” to any such releases and exculpation), and (iv) support confirmation and consummation of the Plan, including the release and exculpation provisions to be provided in the Plan and contemplated by the Disclosure Statement and Plan Solicitation Materials, and take all reasonably necessary actions in support thereof;

(c) not directly or indirectly (i) object to, vote, or cause to be voted any of its Claims under its control to reject the Plan, (ii) seek, solicit, support, encourage, or vote its Claims for, consent to, or encourage any plan of reorganization, proposal, offer, dissolution, winding up, liquidation, reorganization, merger, consolidation, business combination, joint venture, partnership, sale of assets, or restructuring of Company other than the Plan, (iii) seek, solicit, support, or encourage postpetition financing other than as, and to the extent, provided for in this Agreement, (iv) take any other action that is inconsistent with, or that would, or would reasonably be expected to, impede, delay, appeal, or obstruct the proposal, solicitation, confirmation, or consummation of the Plan or the Restructuring that is materially consistent with this Agreement, or (v) instruct the applicable administrative and/or collateral agents under the Debt Instruments or related credit documents to take any action, or refrain from taking any action, that would be inconsistent with this Agreement;

(d) support (and not object to or otherwise delay) any Restructuring Document filed by the Company in furtherance of the Restructuring that are materially consistent with this Agreement;

(e) support (and not object to or otherwise delay) the 363 Sale, including all motions filed in support of the 363 Sale;

(f) notify the Company and the Consenting Secured TL Lenders of any material breach by the Consenting Unsecured TL Lenders of which the Ad Hoc Crossover TL Lender Group Advisors or Brigade Advisors have actual knowledge in respect of any of the obligations, representations, warranties, or covenants set forth in this Agreement by furnishing written notice to the Company in accordance with Section 14.09 hereof within three (3) Business Days of actual knowledge of such breach;

(g) to the extent that any legal or structural impediment arises that would prevent, hinder, or delay the consummation of the transactions contemplated herein, the Consenting Unsecured TL Lenders agree to negotiate in good faith with the Company, the Consenting Secured TL Lenders, and other relevant third parties appropriate additional or alternative provisions to address any such impediment;

(h) not challenge or support any other party that challenges the validity, enforceability, or priority of the Prepetition Secured TL Credit Agreement, any lien or security interest granted in respect thereof, or any claims or interests arising thereunder; and

(i) not object to or commence any legal proceeding challenging the adequate protection granted or proposed to be granted to the holders of Prepetition Secured TL Claims

under the DIP Financing Order, *provided* that such adequate protection shall be consistent in all material respects with the Term Sheet.

5.03. Rights of Consenting Unsecured TL Lenders and Consenting Secured TL Lenders Unaffected. Nothing contained herein, or in any of the confidentiality agreements in place between the Company, the Consenting Unsecured TL Lenders, the Consenting Secured TL Lenders, or their respective advisors, shall limit (a) the rights of the Consenting Secured TL Lenders to take or not take, or direct the administrative agent and/or the collateral agent under the Prepetition Secured TL Credit Agreement to take or not take, any action relating to the maintenance, protection, or preservation of their security interests in and liens on collateral under the Prepetition Secured TL Credit Agreement and related security documents, to the extent not inconsistent with this Agreement or the Term Sheet; (b) any right of a Consenting Unsecured TL Lender or Consenting Secured TL Lender under any applicable Debt Instrument or any other applicable agreement, instrument, or document that gives rise to such Consenting Unsecured TL Lender's or Consenting Secured TL Lender's Claims, to the extent not inconsistent with this Agreement or the Term Sheet; (c) the rights of a Consenting Unsecured TL Lender or a Consenting Secured TL Lender under any applicable bankruptcy, insolvency, foreclosure, or similar proceeding, including appearing as a party in interest in any matter to be adjudicated in order to be heard concerning any matter arising in the Chapter 11 Cases, in each case, so long as the exercise of any such right is not inconsistent with such Consenting Unsecured TL Lender's or Consenting Secured TL Lender's obligations hereunder; (d) the ability of a Consenting Unsecured TL Lender or Consenting Secured TL Lender and their advisors to consult with other Parties to this Agreement, the Company, or other parties in interest and their respective advisors; (e) the ability of a Consenting Unsecured TL Lender or a Consenting Secured TL Lender to purchase, sell, or enter into any transactions regarding the Claims, subject to the terms hereof; or (f) the ability of a Consenting Unsecured TL Lender or Consenting Secured TL Lender to enforce any right, remedy, condition, consent, or approval requirement under this Agreement or any of the Restructuring Documents. Nothing contained in this Agreement shall amend, waive, or modify any of the Debt Instruments or any other agreement, instrument, or document that gives rise to a Consenting Unsecured TL Lenders' or Consenting Unsecured TL Lenders', as applicable, Claims, or constitute the amendment or waiver of any Party's rights and remedies thereunder.

5.04. Commitments of the Company. Subject to the terms and conditions of this Agreement, and so long as this Agreement has not been terminated in accordance with the terms hereof, the Company hereby covenants and agrees to:

(a) (i) support and take all reasonable actions necessary to facilitate the implementation, solicitation, confirmation, and consummation of the Restructuring, (ii) negotiate in good faith and execute (to the extent such Party is a party thereto) and otherwise support (and not oppose or seek to cause any other entity to oppose) each of the Restructuring Documents, (iii) not take any action that is inconsistent with, or that would reasonably be expected to prevent, interfere with, delay, or impede the approval of the Disclosure Statement, the solicitation of votes on the Plan, or the confirmation and consummation of the Plan, and (iv) use commercially reasonable efforts to obtain any required regulatory and/or third-party approvals for the Restructuring, if any;

(b) not take any action inconsistent with, or omit to take any action required by, this Agreement;

(c) take all reasonable actions necessary to consummate the 363 Sale;

(d) comply with the deadlines set forth herein and in the Term Sheet;

(e) provide the Ad Hoc Secured TL Lender Group Advisors, the Brigade Advisors, and the Ad Hoc Crossover TL Lender Group Advisors, and direct their employees, officers, advisors and other representatives to provide the Ad Hoc Secured TL Lender Group Advisors, the Brigade Advisors, and the Ad Hoc Crossover TL Lender Group Advisors, with (i) reasonable access (without any material disruption to the conduct of the Company's businesses) during normal business hours to the Company's books and records, (ii) reasonable access to the management and advisors of the Company for the purposes of evaluating the Company's assets, liabilities, operations, businesses, finances, strategies, prospects, and affairs, and (iii) timely and reasonable responses to all reasonable diligence requests;

(f) as soon as reasonably practicable, notify the Consenting Secured TL Lenders and Consenting Unsecured TL Lenders of any newly commenced or threatened material governmental, regulatory, or third party litigations, investigations, or hearings, in each case of which the Company Advisors have actual knowledge;

(g) as soon as reasonably practicable, notify the Consenting Secured TL Lenders and Consenting Unsecured TL Lenders of any material breach by the Company of which the Company Advisors have actual knowledge in respect of any of the obligations, representations, warranties, or covenants set forth in this Agreement by furnishing written notice to the Consenting Secured TL Lenders and Consenting Unsecured TL Lenders in accordance with Section 14.09 hereof within three (3) Business Days of actual knowledge of such breach;

(h) distribute drafts of all Restructuring Documents to be filed with the Bankruptcy Court to the Ad Hoc Secured TL Lender Group Advisors, the Brigade Advisors, and the Ad Hoc Crossover TL Lender Group Advisors three (3) calendar days or as soon as reasonably practicable in advance of any filing thereof;

(i) distribute drafts of all "first day" motions and associated proposed orders to be filed with the Bankruptcy Court to the Ad Hoc Secured TL Lender Group Advisors, the Brigade Advisors, and the Ad Hoc Crossover TL Lender Group Advisors three (3) calendar days or as soon as reasonably practicable in advance of the Petition Date, which motions and orders shall be reasonably acceptable to the Requisite Consenting Unsecured TL Lenders and the Requisite Consenting Secured TL Lenders, in each case, such acceptance not to be unreasonably withheld, conditioned, or delayed;

(j) use commercially reasonable efforts to obtain entry of the Bar Date Order within 60 calendar days of the Petition Date, which Bar Date Order shall provide for the occurrence of the Bar Date on or before 90 calendar days following the Petition Date (or such other date as agreed between the Company and the Requisite Consenting Unsecured TL Lenders);

(k) to the extent that any legal or structural impediment arises that would prevent, hinder, or delay the consummation of the transactions contemplated herein, the Company agrees to negotiate in good faith with the Consenting Secured TL Lenders, the Consenting Unsecured TL Lenders, and other relevant third parties regarding appropriate additional or alternative provisions to address any such impediment;

(l) not seek, solicit, propose, or support an Alternative Transaction;

(m) subject to Section 8 of this Agreement, not (i) publicly announce its intention not to pursue the Restructuring, (ii) suspend or revoke the Restructuring, or (iii) execute, file, or agree to file any Restructuring Documents (including any modifications or amendments thereof) that are inconsistent in any material respect with this Agreement or the Term Sheet; and

(n) oppose and not commence an avoidance action or other legal proceeding (or consent to any other Person obtaining standing to commence any such avoidance action or other legal proceeding) that challenges the validity, enforceability, or priority of the Prepetition Secured TL Credit Agreement, the Prepetition Unsecured TL Credit Agreement, or any Claim under any Debt Instrument held by any Consenting Secured TL Lender or Consenting Unsecured TL Lender;

(o) not enter into any commitment or agreement with respect to debtor-in-possession financing, use of cash collateral, adequate protection, exit financing, and/or any other financing arrangements other than the facilities contemplated by the Term Sheet unless otherwise agreed to by and among the Company, the Requisite Consenting Unsecured TL Lenders, and the Requisite Consenting Secured TL Lenders, other than such financing arrangements that arise in the ordinary course of the Company's business operations;

(p) consult with Ducera Partners LLC, in its capacity as financial advisor to the Ad Hoc Secured TL Lender Group, Guggenheim Securities, LLC, in its capacity as financial advisor to the Ad Hoc Unsecured TL Lender Group, and Moelis & Company, LLC, in its capacity as financial advisor to Brigade, on its process for soliciting and obtaining commitments to fund the New First Lien Term Loan Facility (as defined in the Term Sheet) and provide such advisors with all information reasonably requested with respect to such process promptly upon request, in each case, so long as such advisor's client remains a party to this Agreement; and

(q) not sell any Material Asset outside of the ordinary course of business other than in connection with the 363 Sale without the prior written consent of the Requisite Consenting TL Lenders (which consent shall not be unreasonably withheld, conditioned, or delayed); and

(r) conduct their business in the ordinary course in a manner that is consistent with past practices, and use commercially reasonable efforts to preserve intact their business organization and (subject to such modifications and changes as may be made by the Company in its reasonable business judgment that do not have an adverse effect on the Company) relationships with third parties (including lessors, licensors, suppliers, distributors, and customers) and employees, other than as reasonably necessary to effectuate the 363 Sale.

5.05. Transfer of Claims. For the period commencing as of the date such Consenting Secured TL Lender and Consenting Unsecured TL Lender executes this Agreement and through the earlier to occur of (a) termination of this Agreement and (b) the Plan Effective Date, and subject to the terms and conditions hereof, each Consenting Secured TL Lender and Consenting Unsecured TL Lender agrees, solely with respect to itself and all affiliates controlled (directly or indirectly) by each such Consenting Secured TL Lender and Consenting Unsecured TL Lender (as applicable), that it shall not Transfer any ownership (including any beneficial ownership) in any of its Claims or any option thereon or any right or interest therein (including by granting any proxies or depositing any interests in the Claims into a voting trust or by entering into a voting agreement (other than this Agreement) with respect to the Claims), unless the intended transferee (x) is a Consenting Secured TL Lender (in the case of Transfer of a Prepetition Secured TL Claim), (y) is a Consenting Unsecured TL Lender (in the case of a Transfer of a Prepetition Unsecured TL Claim), or (z) executes and delivers to counsel to the Company on the terms set forth below an executed form of the Transfer Agreement in the form attached hereto as **Exhibit B** before such Transfer is effective (it being understood that any Transfer shall not be effective until notification of such Transfer and a copy of the executed Transfer Agreement is received by counsel to the Company, in each case, on the terms set forth herein) (such transfer, a "Permitted Transfer" and such party to such Permitted Transfer, a "Permitted Transferee").

(a) Notwithstanding anything to the contrary herein, (i) the foregoing provisions shall not preclude any Consenting Secured TL Lender or Consenting Unsecured TL Lender from settling or delivering any Claims to settle any confirmed transaction pending as of the date of such Consenting Secured TL Lender or Consenting Unsecured TL Lender's entry into this Agreement (subject to compliance with applicable securities laws and it being understood that such Claims so acquired and held (*i.e.*, not as a part of a short transaction) shall be subject to the terms of this Agreement), (ii) a Qualified Marketmaker that acquires any Claims with the purpose and intent of acting as a Qualified Marketmaker for such Claims, shall not be required to execute and deliver to counsel a Transfer Agreement or otherwise agree to be bound by the terms and conditions set forth in this Agreement if such Qualified Marketmaker transfers such Claims (by purchase, sale, assignment, participation, or otherwise) within five (5) Business Days of its acquisition to a Consenting Secured TL Lender, Consenting Unsecured TL Lender, or Permitted Transferee and the transfer otherwise is a Permitted Transfer, and (iii) to the extent any Party is acting solely in its capacity as a Qualified Marketmaker, it may Transfer any ownership interests in the Claims that it acquires from a holder of Claims that is not a Consenting Secured TL Lender or Consenting Unsecured TL Lender to a transferee that is not a Consenting Secured TL Lender or Consenting Unsecured TL Lender at the time of such Transfer without the requirement that the transferee be or become a signatory to this Agreement or execute a Transfer Agreement.

(b) This Agreement shall in no way be construed to preclude either of the Consenting Secured TL Lenders or the Consenting Unsecured TL Lenders from acquiring additional Claims; provided, however, that any such acquired Claims shall automatically and immediately upon acquisition by such Consenting Secured TL Lender or Consenting Unsecured TL Lender be deemed subject to the terms of this Agreement (regardless of when or whether notice of such acquisition is given to the Company as set forth above), other than with respect to any Claims acquired by such Consenting Secured TL Lender or Consenting Unsecured TL Lender in its capacity as a Qualified Marketmaker.

(c) This Section 5.05 shall not impose any obligation on the Company to issue any “cleansing letter” or otherwise publicly disclose information for the purpose of enabling a Consenting Secured TL Lender or Consenting Unsecured TL Lender to Transfer any Claims. Notwithstanding anything to the contrary herein, to the extent the Company and another Party have entered into a separate agreement with respect to the issuance of a “cleansing letter” or other public disclosure of information (each such executed agreement as may be amended from time to time, a “Confidentiality Agreement”), the terms of such Confidentiality Agreement shall continue to apply and remain in full force and effect according to its terms.

(d) Any Transfer made in violation of this Section 5.05 shall be void ab initio.

(e) For the avoidance of doubt, (i) following a Permitted Transfer by a Consenting Secured TL Lender or Consenting Unsecured TL Lender of all of its interests in the Claims, such Consenting Secured TL Lender or Consenting Unsecured TL Lender shall have no additional or continuing obligations under this Agreement or any related direction letters to any agent or trustee, and (ii) prior to the effective date of a Permitted Transfer, the Permitted Transferee shall not have obligations or liabilities under this Agreement or any related direction letters to any agent or trustee to any party to the Agreement.

Section 6. Representations and Warranties.

6.01. Mutual Representations and Warranties. Each of the Parties, severally and not jointly, represents, warrants, and covenants to each other Party, as of the date of this Agreement, as follows:

(a) It is existing and in good standing under the laws of the legal jurisdiction of its organization, and this Agreement is a legal and binding obligation of such Party, enforceable against it in accordance with its terms, except as enforcement may be limited by applicable laws or equitable principles;

(b) Except as expressly provided in this Agreement, it has all requisite direct or indirect power and authority to enter into this Agreement and to carry out the Restructuring contemplated by, and perform its respective obligations under, this Agreement;

(c) The execution and delivery of this Agreement and the performance of its obligations hereunder have been duly authorized by all necessary action on its part and no consent, approval of, action of, filing with, or notice to any governmental or regulatory authority is required in connection with the execution, delivery, and performance of this Agreement; and

(d) It (or an ad hoc group of which it is a member) has been represented by legal counsel of its choosing in connection with this Agreement and the transactions contemplated by this Agreement, has had the opportunity to review this Agreement with its legal counsel (or legal counsel to an ad hoc group of which it is a member) and has not relied on any statements made by any other Party or its legal counsel (or legal counsel to an ad hoc group of which it is a member) as to the meaning of any term or condition contained herein or in deciding whether to enter into this Agreement or the transactions contemplated hereof.

6.02. Representations of Consenting Secured TL Lenders. Each of the Consenting Secured TL Lenders, severally and not jointly, represents and warrants that, as of the date such Consenting Secured TL Lender executes and delivers this Agreement (or, if such Party is a Transferee, as of the date such Transferee executes and delivers the applicable Joinder):

(a) it (i) is either (A) the sole legal and beneficial owner of the principal amount of the Claims set forth below its signature hereto, or (B) has sole investment or voting discretion with respect to the principal amount of the Claims set forth below its signature hereto and has the power and authority to bind the beneficial owner(s) of such Claims to the terms of this Agreement, (ii) has full power and authority to act on behalf of, vote, and consent to matters concerning such Claims and dispose of, exchange, assign, and transfer such Claims, and (iii) holds no Claims that are not identified below its signature hereto;

(b) other than pursuant to this Agreement, such Claims that are subject to Section 6.02(a) hereof are free and clear of any pledge, lien, security interest, charge, claim, equity, option, proxy, voting restriction, right of first refusal, or other limitation on disposition or encumbrance of any kind, that would materially and adversely affect such Consenting Secured TL Lender's performance of its obligations contained in this Agreement at the time such obligations are required to be performed;

(c) it has such knowledge and experience in financial and business matters of this type that it is capable of evaluating the merits and risks of entering into this Agreement and making an informed investment decision, and has conducted an independent review and analysis of the business and affairs of the Company that it considers sufficient and reasonable for purposes of entering into this Agreement; and

(d) it is either (i) a Qualified Institutional Buyer, (ii) an Accredited Investor, (iii) a non-U.S. person under Regulation S under the Securities Act, or (iv) the foreign equivalent of the foregoing clauses (i) or (ii).

6.03. Representations of Consenting Unsecured TL Lenders. Each of the Consenting Unsecured TL Lenders, severally and not jointly, represents and warrants that, as of the date such Consenting Unsecured TL Lenders executes and delivers this Agreement (or, if such Party is a Transferee, as of the date such Transferee executes and delivers the applicable Joinder):

(a) it (i) is either (A) the sole legal and beneficial owner of the principal amount of the Claims set forth below its signature hereto, or (B) has sole investment or voting discretion with respect to the principal amount of the Claims set forth below its signature hereto and has the power and authority to bind the beneficial owner(s) of such Claims to the terms of this Agreement, (ii) has full power and authority to act on behalf of, vote, and consent to matters concerning such Claims and dispose of, exchange, assign, and transfer such Claims, and (iii) holds no Claims that are not identified below its signature hereto;

(b) other than pursuant to this Agreement, such Claims that are subject to Section 6.02(a) hereof are free and clear of any pledge, lien, security interest, charge, claim, equity, option, proxy, voting restriction, right of first refusal, or other limitation on disposition or encumbrance of any kind, that would materially and adversely affect such Consenting Unsecured

TL Lender's performance of its obligations contained in this Agreement at the time such obligations are required to be performed;

(c) it has such knowledge and experience in financial and business matters of this type that it is capable of evaluating the merits and risks of entering into this Agreement and making an informed investment decision, and has conducted an independent review and analysis of the business and affairs of the Company that it considers sufficient and reasonable for purposes of entering into this Agreement; and

(d) it is either (i) a Qualified Institutional Buyer, (ii) an Accredited Investor, (iii) a non-U.S. person under Regulation S under the Securities Act, or (iv) the foreign equivalent of the foregoing clauses (i) or (ii).

6.04. Representations of the Company. The Company represents and warrants that, as of the Agreement Effective Date, neither the Company nor the Company's independent directors are aware or supportive of any settlement or agreement that impacts any claims or causes of action that may become property of the estate upon the Petition Date against any Contingent Released Party relating to any prepetition transactions.

Section 7. Termination Events.

7.01. Notwithstanding any provision in this Agreement to the contrary, no Party shall terminate this Agreement as to such Party if such Party is in material breach of any provision hereof; provided, however, that (x) the Company may terminate this Agreement under Section 7.04(c) hereof notwithstanding any existing breach by the Company and (y) this Agreement may be terminated by mutual agreement among all Parties under Section 7.05 hereof notwithstanding any existing breach by any Party.

7.02. Secured TL Lender Termination. Requisite Consenting Secured TL Lenders may terminate this Agreement (such termination, a "Secured TL Lender Termination Event") only as to the Consenting Secured TL Lenders if, upon the occurrence and continuation of any of the following events (each, a "Secured TL Lender Trigger Event"), such Requisite Consenting Secured TL Lenders provides the Company and the Consenting Unsecured TL Lenders written notice of such Secured TL Lender Trigger Event delivered in accordance with Section 14.09 hereof, and (x) such Secured TL Lender Trigger Event remains uncured for a period of five (5) Business Days following such Requisite Consenting Secured TL Lenders' service of such notice (other than as set forth in Section 7.02(c)), and (y) such Requisite Consenting Secured TL Lenders have not waived such Secured TL Lender Trigger Event on or before the expiration of such cure period:

(a) a breach by the Company or the Consenting Unsecured TL Lenders of any of their respective obligations, representations, warranties, or covenants set forth in this Agreement in any respect that adversely affects, in any material respect, the Consenting Secured TL Lenders' interests in connection with the Restructuring, the Plan, or this Agreement;

(b) the issuance by any governmental authority, including any regulatory authority or court of competent jurisdiction, of any (i) ruling or order enjoining the consummation of the Restructuring in a way that cannot be reasonably remedied by the Company in a manner that is reasonably satisfactory to the Requisite Consenting Secured TL

Lenders, or (ii) final, non-appealable ruling or order preventing the consummation of a material portion of the Restructuring;

(c) the Company files any motion or pleading with the Bankruptcy Court that is inconsistent in any material respect with this Agreement or the Term Sheet and such motion or pleading has not been withdrawn prior to the earlier of: (i) three (3) Business Days after the Company receives written notice from the Requisite Consenting Secured TL Lenders that such motion or pleading is inconsistent, in any material respect, with this Agreement or the Term Sheet, and (ii) entry of an order of the Bankruptcy Court approving such motion or pleading;

(d) the Company (i) withdraws the Plan or publicly announces its intention to withdraw the Plan or to pursue an Alternative Transaction, (ii) moves voluntarily to dismiss any of the Chapter 11 Cases, (iii) moves for conversion of any of the Chapter 11 Cases to chapter 7 under the Bankruptcy Code, or (iv) moves for the appointment of an examiner with expanded powers or a chapter 11 trustee in any of the Chapter 11 Cases, or supports any other Person seeking any of the foregoing relief;

(e) the occurrence of an Unsecured TL Lender Termination Event;

(f) termination of the 363 Sale Purchase Agreement without entry into a new purchase agreement reasonably acceptable to the Requisite Consenting Secured TL Lenders within ten (10) Business Days;

(g) the failure to pay down Prepetition Secured TL Claims with all of the proceeds of the Term Priority Collateral (as such term is defined in that certain intercreditor agreement dated as of April 8, 2014) from the 363 Sale as soon as reasonably practicable upon receipt thereof;

(h) the Bankruptcy Court enters an order (i) directing the appointment of an examiner with expanded powers pursuant to section 1104 of the Bankruptcy Code or a trustee in any of the Chapter 11 Cases to operate the Company's businesses pursuant to section 1104 of the Bankruptcy Code, (ii) converting any of the Chapter 11 Cases to cases under chapter 7 of the Bankruptcy Code, or (iii) dismissing the Chapter 11 Cases, in each case if such order has not been stayed, reversed, or vacated within fourteen (14) calendar days;

(i) the filing of any Restructuring Document, or the waiver, amendment, or modification of any of the Restructuring Documents in a manner materially inconsistent with this Agreement, without the consent of the Requisite Consenting Secured TL Lenders;

(j) the Company's use of cash collateral has been terminated in accordance with the terms of the DIP Financing Order;

(k) the Bankruptcy Court grants relief terminating, annulling, or modifying the automatic stay (as set forth in section 362 of the Bankruptcy Code) in order for the moving party to foreclose on any Material Asset of the Company in a manner that materially impacts the Consenting Secured TL Lenders without the prior written consent of the Requisite Consenting Secured TL Lenders (such consent not to be unreasonably withheld, conditioned, or delayed);

(l) the Company files or supports (or fails to timely object to) another party in filing a motion or pleading challenging the amount or validity of any Prepetition Secured TL Claim inconsistent with this Agreement;

(m) the termination of any exit financing commitment obtained by the Debtors in satisfaction of the First Lien Exit Financing Commitment Milestone, without the Debtors obtaining a replacement exit financing commitment (which commitment meets the requirements for an exit financing commitment set forth in the First Lien Exit Financing Commitment Milestone) within ten (10) calendar days of such termination;

(n) the Company fails to meet any of the Chapter 11 Milestones set forth in the Term Sheet;

(o) the failure by the Company to make adequate protection payments to the Consenting Prepetition Secured TL Lenders in accordance with the DIP Financing Order following approval of such DIP Financing Order by the Bankruptcy Court; or

(p) the Bankruptcy Court enters a final order disallowing, invalidating, subordinating, recharacterizing, or declaring unenforceable the claims, liens, or interests, in any material respect, held by any Secured TL Lender arising under the Prepetition Secured TL Credit Agreement or any related document.

7.03. Unsecured TL Lender Termination. The Requisite Consenting Unsecured TL Lenders may terminate this Agreement (such termination, an “Unsecured TL Lender Termination Event”) only as to the Consenting Unsecured TL Lenders if, upon the occurrence and continuation of any of the following events (each, an “Unsecured TL Lender Trigger Event”), such Requisite Consenting Unsecured TL Lenders provide the Company and the Consenting Secured TL Lenders written notice of such Unsecured TL Lender Trigger Event delivered in accordance with Section 14.09 hereof, and (x) such Unsecured TL Lender Trigger Event remains uncured for a period of five (5) Business Days following such Requisite Consenting Unsecured TL Lenders’ service of such notice (other than as set forth in Section 7.03(g)), and (y) such Requisite Consenting Unsecured TL Lenders have not waived such Unsecured TL Lender Trigger Event on or before the expiration of such cure period:

(a) a breach by the Company or the Consenting Secured TL Lenders of any of their respective obligations, representations, warranties, or covenants set forth in this Agreement in any respect that adversely affects, in any material respect, the Consenting Unsecured TL Lenders’ interests in connection with the Restructuring, the Plan, or this Agreement;

(b) the issuance by any governmental authority, including any regulatory authority or court of competent jurisdiction, of any (i) ruling or order enjoining the consummation of the Restructuring in a way that cannot be reasonably remedied by the Company in a manner that is reasonably satisfactory to the Requisite Consenting Unsecured TL Lenders or (ii) final, non-appealable ruling or order preventing the consummation of a material portion of the Restructuring;

(c) the occurrence of a Secured TL Lender Termination Event;

(d) termination of the 363 Sale Purchase Agreement without entry into a new purchase agreement reasonably acceptable to the Requisite Consenting Unsecured TL Lenders within ten (10) Business Days;

(e) the Bankruptcy Court enters an order (i) directing the appointment of an examiner with expanded powers pursuant to section 1104 of the Bankruptcy Code or a trustee in any of the Chapter 11 Cases to operate the Company's businesses pursuant to section 1104 of the Bankruptcy Code, (ii) converting any of the Chapter 11 Cases to cases under chapter 7 of the Bankruptcy Code, or (iii) dismissing the Chapter 11 Cases, in each case if such order has not been stayed, reversed, or vacated within fourteen (14) calendar days;

(f) the Company's use of cash collateral has been terminated in accordance with the terms of the DIP Financing Order;

(g) the Bankruptcy Court grants relief terminating, annulling, or modifying the automatic stay (as set forth in section 362 of the Bankruptcy Code) in order for the moving party to foreclose on any Material Asset of the Company in a manner that materially impacts the Consenting Unsecured TL Lenders without the prior written consent of the Requisite Consenting Unsecured TL Lenders (such consent not to be unreasonably withheld, conditioned, or delayed);

(h) the Company files or supports (or fails to timely object to) another party in filing a motion or pleading challenging the amount or validity of any Prepetition Unsecured TL Claim;

(i) the Company files any motion or pleading with the Bankruptcy Court that is inconsistent in any material respect with this Agreement or the Term Sheet and such motion or pleading has not been withdrawn prior to the earlier of: (i) three (3) Business Days after the Company receives written notice from the Requisite Consenting Unsecured TL Lenders that such motion or pleading is inconsistent, in any material respect, with this Agreement or the Term Sheet, and (ii) entry of an order of the Bankruptcy Court approving such motion or pleading;

(j) the Company (i) withdraws the Plan or publicly announces its intention to withdraw the Plan or to pursue an Alternative Transaction, (ii) publicly proposes or supports an Alternative Transaction, (iii) moves voluntarily to dismiss any of the Chapter 11 Cases, (iv) moves for conversion of any of the Chapter 11 Cases to chapter 7 under the Bankruptcy Code, or (v) moves for the appointment of an examiner with expanded powers or a chapter 11 trustee in any of the Chapter 11 Cases, or supports any other Person seeking any of the foregoing relief;

(k) the filing of any Restructuring Document, or the waiver, amendment, or modification of any of the Restructuring Documents in a manner materially inconsistent with this Agreement, without the consent of the Requisite Consenting Unsecured TL Lenders;

(l) the Company fails to meet any of the Chapter 11 Milestones set forth in the Term Sheet; or

(m) the Bankruptcy Court enters a final order disallowing, invalidating, subordinating, recharacterizing, or declaring unenforceable the claims, or interests, in any

material respect, held by any Unsecured TL Lender arising under the Prepetition Unsecured TL Credit Agreement or any related document.

7.04. Company Termination. Except as otherwise set forth in this Section 7.04, the Company may terminate this Agreement (such termination, a “Company Termination Event”) if, upon the occurrence of any of the following events (each, a “Company Trigger Event”), the Company provides the Consenting Secured TL Lenders and the Consenting Unsecured TL Lenders written notice of such Company Trigger Event delivered in accordance with Section 14.09 hereof, and (x) such Company Trigger Event remains uncured for a period of five (5) Business Days following the Company’s service of such notice and (y) the Company has not waived such Company Trigger Event on or before the expiration of such cure period:

(a) a breach by any Consenting Secured TL Lenders or any Consenting Unsecured TL Lenders of any of their respective obligations, representations, warranties, or covenants set forth in this Agreement in any respect that adversely affects, in any material respect, the Company’s ability to consummate the Restructuring or the Plan;

(b) the issuance by any governmental authority, including any regulatory authority or court of competent jurisdiction, of any (i) ruling or order enjoining the consummation of the Restructuring in a way that cannot be reasonably remedied by the Company in a manner that is reasonably satisfactory to the Company, the Requisite Consenting Secured TL Lenders, and the Requisite Consenting Unsecured TL Lenders, or (ii) final, non-appealable ruling or order preventing the consummation of a material portion of the Restructuring;

(c) following the Company determining, after consultation with outside counsel, that proceeding with the transactions contemplated by this Agreement would be inconsistent with the continued exercise of fiduciary duties as described in Section 8 hereof; provided, that, notwithstanding any provision in this Agreement to the contrary, upon such determination, the Company shall be entitled, but not required, to terminate this Agreement immediately upon written notice to each of the Consenting Secured TL Lenders and the Consenting Unsecured TL Lenders, delivered in accordance with Section 14.09 hereof; or

(d) the occurrence of an Unsecured TL Lender Termination Event or a Secured TL Lender Termination Event (only if less than 66.7% of the Prepetition Unsecured TL Claims are subject to this Agreement).

7.05. Mutual Termination. This Agreement, and the obligations of all Parties hereunder, may be terminated by mutual written agreement among the Company, the Requisite Consenting Secured TL Lenders, and the Requisite Consenting Unsecured TL Lenders.

7.06. Individual Termination Right. Any individual Consenting Secured TL Lender or Consenting Unsecured TL Lender shall have the right to terminate this Agreement, as to itself only, if (i) such Consenting Secured TL Lender or Consenting Unsecured TL Lender is not otherwise in breach of any of its obligations, representations, warranties, or covenants set forth in this Agreement and (ii) the Plan Effective Date has not occurred on or before the date that is 210 calendar days after the Petition Date. Notwithstanding anything contained herein, Brigade

shall have the right to terminate this Agreement, as to itself only, if (x) the Company enters into, or files, any Restructuring Document that includes terms (by amendment or otherwise) that Brigade determines are inconsistent with this Agreement or the Term Sheet and such terms materially and adversely affect the rights or economic recovery relating to Brigade's Claims under any Debt Instruments (which determination may be contested by the Company), *provided* that this termination right shall only apply if Brigade provides a written notice in accordance with Section 14.09 hereof detailing any such inconsistent terms within ten (10) calendar days of the Company providing Brigade with written notice of its entry into or filing of such Restructuring Document and such event remains uncured for five (5) Business Days after Brigade provides such notice, or (y) the Company enters into an Estate Action Settlement with any Contingent Released Party, or provides Brigade of written notice of its intent to enter into such Estate Action Settlement, the terms or allocation of which is not acceptable to Brigade, and Brigade provides a written notice in accordance with Section 14.09 hereof within fourteen (14) calendar days of the Company's public announcement, or written notice to Brigade, of such Estate Action Settlement, or such other later date as agreed by the Debtors. In the event a Party terminates pursuant to this Section 7.06 such termination shall be effective as to such Party only, shall not affect any of the rights or obligations of any other Party to this Agreement.

7.07. Automatic Termination. This Agreement, and the obligations of all Parties, shall be terminated automatically and immediately without any further required action or notice required by or to any Party on the Plan Effective Date.

7.08. Automatic Stay. The Company acknowledges and agrees and shall not dispute that after the commencement of the Chapter 11 Cases, the giving of notice of termination by any Party pursuant to this Agreement shall not be a violation of the automatic stay of section 362 of the Bankruptcy Code (and the Company hereby waives, to the fullest extent permitted by law, the applicability of the automatic stay as it relates to any such notice being provided).

7.09. Effect of Termination.

(a) Upon the termination of this Agreement as to the Consenting Secured TL Lenders or the Consenting Unsecured TL Lenders pursuant to either a Secured TL Lender Termination Event or an Unsecured TL Lender Termination Event, respectively, this Agreement shall remain binding as to the other Parties hereto unless such Parties also terminate this Agreement pursuant to the terms hereof. Notwithstanding the foregoing, (i) a Consenting Secured TL Lender that is also a Consenting Unsecured TL Lender may terminate this Agreement as to all of its Claims under any Debt Instrument upon an Unsecured TL Lender Termination Event, and (ii) a Consenting Unsecured TL Lender that is also a Consenting Secured TL Lender may terminate this Agreement as to all of its Claims under any Debt Instrument upon a Secured TL Lender Termination Event. Upon the occurrence of either a Secured TL Lender Termination Event or an Unsecured TL Lender Termination Event, (i) this Agreement shall be of no further force and effect as to the Consenting Secured TL Lenders or the Consenting Unsecured TL Lenders, as applicable, and such Consenting Secured TL Lenders or Consenting Unsecured TL Lenders, as applicable, shall be released from its commitments, undertakings, and agreements under or related to this Agreement and shall have the rights and remedies that it would have had it not entered into this Agreement, and shall be entitled to take all actions, whether with respect to the Restructuring or otherwise, that it would have been

entitled to take had it not entered into this Agreement, and (ii) any and all consents tendered by such Consenting Secured TL Lenders or such Consenting Unsecured TL Lenders, as applicable, prior to such termination shall be deemed, for all purposes, to be null and void *ab initio*, shall not be considered or otherwise used in any manner by the Parties in connection with the Restructuring, the Plan, and this Agreement or otherwise and such consents may be changed or resubmitted; provided, however, that if the approval of the Bankruptcy Court shall be required under applicable law in order for such Consenting Secured TL Lenders or Consenting Unsecured TL Lenders to change or resubmit such consents, then the Company shall not oppose any attempt by such Consenting Secured TL Lenders or Consenting Unsecured TL Lenders to terminate, change, or resubmit the consent under this Section 7.09(a).

(b) Upon the termination of this Agreement by a Consenting Secured TL Lender or Consenting Unsecured TL Lender (or, in each case, Brigade), pursuant to Section 7.06, solely with respect to such Consenting Secured TL Lender or Consenting Unsecured TL Lender (i) this Agreement shall be of no further force and effect as to such Consenting Secured TL Lender or Consenting Unsecured TL Lender, and such Consenting Secured TL Lender or Consenting Unsecured TL Lender, as applicable, shall be released from its commitments, undertakings, and agreements under or related to this Agreement and shall have the rights and remedies that it would have had it not entered into this Agreement, and shall be entitled to take all actions, whether with respect to the Restructuring or otherwise, that it would have been entitled to take had it not entered into this Agreement, and (ii) any and all consents tendered by such Consenting Secured TL Lender or such Consenting Unsecured TL Lender, as applicable, prior to such termination shall be deemed, for all purposes, to be null and void *ab initio*, shall not be considered or otherwise used in any manner by the Parties in connection with the Restructuring, the Plan, and this Agreement or otherwise and such consents may be changed or resubmitted. Notwithstanding anything herein to the contrary, to the extent a Consenting Unsecured TL Lender or Consenting Secured TL Lender terminates its obligations under this Agreement in accordance with Section 7.06, such termination shall not automatically terminate this Agreement or, in itself, provide any other Party with the right to terminate its obligations hereunder.

(c) Upon termination of this Agreement pursuant to a Company Termination Event or a mutual termination pursuant to Section 7.05 hereof, (i) this Agreement shall be of no further force and effect and each Party hereto shall be released from its commitments, undertakings, and agreements under or related to this Agreement and shall have the rights and remedies that it would have had it not entered into this Agreement, and shall be entitled to take all actions, whether with respect to the Restructuring or otherwise, that it would have been entitled to take had it not entered into this Agreement, and (ii) any and all consents tendered by the Consenting Secured TL Lenders and the Consenting Unsecured TL Lenders prior to such termination shall be deemed, for all purposes, to be null and void *ab initio*, shall not be considered or otherwise used in any manner by the Parties in connection with the Restructuring, the Plan, and this Agreement or otherwise and such consents may be changed or resubmitted; provided, however, that if the approval of the Bankruptcy Court shall be required under applicable law in order for such Consenting Secured TL Lenders or Consenting Unsecured TL Lenders to change or resubmit such consents, then the Company shall not oppose any attempt by such Consenting Secured TL Lenders or Consenting Unsecured TL Lenders to terminate, change, or resubmit the consent under this Section 7.09(c).

Section 8. Fiduciary Duties.

Notwithstanding anything to the contrary herein, nothing in this Agreement shall require the Company, or any directors, officers, or employees of the Company (in such person's capacity as a director, officer, or employee) to take any action, or to refrain from taking any action, to the extent that the Company or board of directors or officers determines in good faith, after consultation with outside counsel, that taking such action or refraining from taking such action may be inconsistent with its or their fiduciary obligations under applicable law, and any such exercise of such fiduciary duties shall not be deemed to constitute a breach of the terms of this Agreement; provided, however, that the effect of any such action or inaction (and to the extent the Company does not terminate this Agreement in accordance with this Section 8 and Section 7.04(c) hereof), shall provide the Consenting Secured TL Lenders and Consenting Unsecured TL Lenders with the ability to terminate this Agreement in accordance with Sections 7.02 and 7.03, respectively. The Company, in its sole discretion, may (but shall not be required to) terminate this Agreement in accordance with Section 7.04(c) hereof, and specific performance shall not be available as a remedy if this Agreement is terminated in accordance with this Section 8 and Section 7.04(c) hereof. All Consenting Secured TL Lenders and Consenting Unsecured TL Lenders reserve all rights they may have, including the right (if any) to challenge any exercise by the Company of its ability to terminate this Agreement under Section 7.04(c) pursuant to this Section 8.

Section 9. Remedies.

The Parties agree that any breach of this Agreement would give rise to irreparable damage for which monetary damages would not be an adequate remedy. Each of the Consenting Secured TL Lenders, Consenting Unsecured TL Lenders, and the Company, accordingly agree that any of the Consenting Secured TL Lenders, Consenting Unsecured TL Lenders, or the Company, as the case may be, will be entitled to enforce the terms of this Agreement by decree of specific performance without the necessity of proving the inadequacy of monetary damages as a remedy and to obtain injunctive relief against any breach or threatened breach; provided, however, that specific performance shall not be an available remedy against the Company if the Company terminates this Agreement in accordance with, and subject to, Section 7.04(c) and Section 8 hereof. The Parties agree that such relief will be their only remedy against the applicable breaching Party or Parties with respect to any such breach, and that in no event will any Party be liable for monetary damages under or in connection with this Agreement.

Section 10. Amendments and Waiver.

(a) This Agreement may only be modified, amended, or supplemented in a writing signed by the Company and the Requisite Consenting TL Lenders; provided that if any such Party is no longer a Party to this Agreement, such Party's consent will not be required for such modification, amendment, or supplement to this Agreement; provided, however, that any modification, amendment, or change to (i) the definition of Requisite Consenting Secured TL Lenders or the threshold of Consenting Secured TL Lenders set forth in Section 7.02 to exercise a Secured Creditor Termination Event shall require the written consent of each Consenting Secured TL Lender, (ii) the definition of Requisite Consenting Unsecured TL Lenders or the threshold of Consenting Unsecured TL Lenders set forth in Section 7.02 to exercise an

Unsecured Creditor Termination Event shall require the written consent of each Consenting Unsecured TL Lender, (iii) this Section 10 shall require the written consent of the Company, each Consenting Secured TL Lender, and each Consenting Unsecured TL Lender, (iv) Section 7.06 shall require the written consent of each Consenting Secured TL Lender and each Consenting Unsecured TL Lender; and (v) this Agreement that treats or affects any Consenting Secured TL Lender or Consenting Unsecured TL Lender in a manner that is disproportionately adverse, on an economic or non-economic basis, to the treatment of their Prepetition Secured TL Claims or Prepetition Unsecured TL Claims, as applicable, shall require the written consent of such Consenting Secured TL Lender or Consenting Unsecured TL Lender, as applicable.

(b) In determining whether any consent or approval has been given or obtained by the Requisite Consenting Secured TL Lenders or Requisite Consenting Unsecured TL Lenders, any Prepetition Secured TL Lender Claims or Prepetition Unsecured TL Lender Claims, as applicable, held by any then-existing Consenting Secured TL Lender or Consenting Unsecured TL Lender that is in material breach of its covenants, obligations, or representations under this Agreement shall be excluded from such determination, and the Prepetition Secured TL Lender Claims or Prepetition Unsecured TL Lender Claims, as applicable, held by such Consenting Secured TL Lender or Consenting Unsecured TL Lender shall be treated as if they were not outstanding.

(c) Any waiver shall not be deemed to extend to any prior or subsequent default, misrepresentation, or breach of warranty or covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent default, misrepresentation, or breach of warranty or covenant.

(d) The failure of any Party to exercise any right, power or remedy provided under this Agreement or otherwise available in respect hereof at law or in equity, or to insist upon compliance by any other Party with its obligations hereunder shall not constitute a waiver by such Party of its right to exercise any such or other right, power or remedy or to demand such compliance.

Section 11. Restructuring Expenses.

Whether or not the transactions contemplated by this Agreement are consummated, the Company hereby agrees to pay, in cash, all Restructuring Expenses as follows: (i) all accrued and unpaid Restructuring Expenses incurred in accordance with an advisor's respective fee letter or engagement letter shall be paid in full in cash on or prior to the Agreement Effective Date, (ii) prior to the Petition Date and after the Agreement Effective Date, all Restructuring Expenses incurred during such period (and not previously paid pursuant to the preceding clause (i), if any) shall be paid in full in cash by the Company on a regular and continuing basis as soon as reasonably practicable, and in any event, prior to the Petition Date, and (iii) after the Petition Date, so long as this Agreement has not been terminated as to all Parties, all accrued and unpaid Restructuring Expenses incurred up to (and including) the Plan Effective Date (including all accrued and unpaid fees and expenses incurred through the Agreement Effective Date) by Parties still subject to this Agreement shall be paid in full in cash on the Plan Effective Date (provided, for the avoidance of doubt, that such Restructuring Expenses have not been satisfied during the Chapter 11 Cases pursuant to the DIP Financing Order), without any requirement for Bankruptcy

Court review or further Bankruptcy Court order. Notwithstanding the foregoing, nothing herein shall affect or limit any obligations of the Company to pay the Restructuring Expenses as provided in the DIP Financing Order. Notwithstanding the foregoing, nothing in this section shall require the Company to pay any Restructuring Expenses incurred in connection with any action by a Party in furtherance of a Secured TL Lender Trigger Event, an Unsecured TL Lender Trigger Event, or a Company Trigger Event, in each case other than as a result of a breach by the Company, or to any Party that exercises its individual termination right pursuant to Section 7.06 hereof.

Section 12. No Solicitation.

Notwithstanding anything to the contrary herein, this Agreement is not and shall not be deemed to be (a) a solicitation of consent to the Plan or any chapter 11 plan or (b) an offer for the issuance, purchase, sale, exchange, hypothecation, or other transfer of securities or a solicitation of an offer to purchase or otherwise acquire securities for purposes of the Securities Act and the Securities Exchange Act of 1934, as amended. The acceptance of any party will not be solicited until such party has received the Disclosure Statement and related ballot, as approved by the Bankruptcy Court.

Section 13. Disclosure.

The Company shall (a) submit drafts to the Ad Hoc Secured TL Lender Group Advisors, the Brigade Advisors, and the Ad Hoc Crossover TL Lender Group Advisors of any press releases and public documents that constitute the disclosure of the existence or terms of this Agreement or any amendment to the terms of this Agreement at least two (2) calendar days or as soon as reasonably practicable prior to making any such disclosure, (b) afford such advisors a reasonable opportunity under the circumstances to comment on such documents and disclosures, and (c) incorporate comments received from such advisors in good faith. Except as required by law or otherwise permitted under the terms of any other agreement between the Company, on the one hand, and the Ad Hoc Secured TL Lender Group, the Ad Hoc Crossover TL Lender Group, or Brigade, on the other hand, no Party or its advisors (including counsel to any Party) shall disclose to any person or entity (including, for the avoidance of doubt, any other Party), other than advisors to the Company, the principal amount or percentage of any Prepetition Secured TL Claim or Prepetition Unsecured TL Claim or any other securities of the Company held by any Party, in each case, without such Party's prior written consent; provided, however, that (i) if such disclosure is required by law, subpoena, or other legal process or regulation, the disclosing Party shall afford the relevant Party a reasonable opportunity to review and comment in advance of such disclosure and shall take all reasonable measures to limit such disclosure (the expense of which, if any, shall be borne by the relevant disclosing Party) and (ii) the foregoing shall not prohibit the disclosure of the aggregate percentage or aggregate principal amount of Prepetition Secured TL Claim or Prepetition Unsecured TL Claim held by all Parties to this Agreement. Notwithstanding the provisions in this Section 13, any Party may disclose, to the extent consented to in writing by a duly authorized officer or representative of the affected Party, such Party's individual holdings.

Section 14. Miscellaneous.

14.01. Further Assurances. Subject to the other terms of this Agreement, the Parties agree to execute and deliver such other instruments and perform such acts, in addition to the matters herein specified, as may be reasonably appropriate or necessary, from time to time, to effectuate the Restructuring in a manner materially consistent with the terms set forth in this Agreement.

14.02. Complete Agreement. This Agreement and the exhibits hereto represent the entire agreement between the Parties with respect to the subject matter hereof and supersede all prior agreements, oral or written, between the Parties with respect thereto. No claim of waiver, modification, consent, or acquiescence with respect to any provision of this Agreement shall be made against any Party, except on the basis of a written instrument executed by or on behalf of the applicable Parties (which Parties, for the avoidance of doubt, must include the Company).

14.03. Parties. This Agreement shall be binding upon, and inure to the benefit of, the Parties. No rights or obligations of any Party under this Agreement may be assigned or transferred to any other person or entity except as provided in Section 5.05 hereof. Nothing in this Agreement, express or implied, shall give to any person or entity, other than the Parties, any benefit or any legal or equitable right, remedy, or claim under this Agreement.

14.04. Headings. The headings of all Sections of this Agreement are inserted solely for the convenience of reference and are not a part of and are not intended to govern, limit, or aid in the construction or interpretation of any term or provision hereof.

14.05. GOVERNING LAW; SUBMISSION TO JURISDICTION; SELECTION OF FORUM; WAIVER OF TRIAL BY JURY. THIS AGREEMENT IS TO BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED IN SUCH STATE, WITHOUT GIVING EFFECT TO THE CONFLICT OF LAWS PRINCIPLES THEREOF. Each Party hereto agrees that it shall bring any action or proceeding in respect of any claim arising out of or related to this Agreement in the Bankruptcy Court, and solely in connection with claims arising under this Agreement (a) irrevocably submits to the exclusive jurisdiction of the Bankruptcy Court, (b) waives any objection to laying venue in any such action or proceeding in the Bankruptcy Court, and (c) waives any objection that the Bankruptcy Court are an inconvenient forum or do not have jurisdiction over any Party hereto. Each Party hereto irrevocably waives any and all right to trial by jury in any legal proceeding arising out of or relating to this Agreement or the transactions contemplated hereby.

14.06. Execution of Agreement. This Agreement may be executed and delivered (by facsimile, electronic mail, or otherwise) in any number of counterparts, each of which, when executed and delivered, shall be deemed an original, and all of which together shall constitute the same agreement.

14.07. Interpretation. This Agreement is the product of negotiations among the Parties, and in the enforcement or interpretation hereof, is to be interpreted in a neutral manner, and any presumption with regard to interpretation for or against any Party by reason of that Party having

drafted or caused to be drafted this Agreement, or any portion hereof, shall not be effective in regard to the interpretation hereof.

14.08. Successors and Assigns. This Agreement is intended to bind and inure to the benefit of the Parties and their respective successors, assigns, heirs, executors, administrators, and representatives, other than a trustee or similar representative appointed in a bankruptcy case.

14.09. Notices. All notices hereunder shall be deemed given if in writing and delivered, if sent by electronic mail, courier, or registered or certified mail (return receipt requested) to the following addresses (or at such other addresses as shall be specified by like notice):

(a) if to the Company, to:

Nine West Holdings, Inc.
1411 Broadway
New York, New York 10018
Attn: Patricia Anne Lind (plind@ninewestholdings.com)

with copies (which shall not constitute notice) to:

Kirkland & Ellis LLP
300 North LaSalle
Chicago, Illinois 60654
Attn: James A. Stempel (james.stempel@kirkland.com)
Joseph M. Graham (joe.graham@kirkland.com)
Angela M. Snell (angela.snell@kirkland.com)
Justin Alphonse Mercurio (justin.mercurio@kirkland.com)

(b) if to a Consenting Secured TL Lenders or a Transferee thereof, to the physical or e-mail address set forth on such Consenting Secured TL Lender's signature page (or as directed by any Transferee thereof), as the case may be, with copies (which shall not constitute notice) to each of:

Davis Polk & Wardwell LLP
450 Lexington Avenue
New York, NY 10017
Attn: Marshall S. Huebner (marshall.huebner@davispolk.com)
Darren S. Klein (darren.klein@davispolk.com)
Adam L. Shpeen (adam.shpeen@davispolk.com)

(c) if to a Consenting Unsecured TL Lender or a Transferee thereof, to the physical or e-mail address set forth on such Consenting Unsecured TL Lender's signature page (or as directed by any Transferee thereof), as the case may be, with copies (which shall not constitute notice) to each of:

King & Spalding LLP
1185 Avenue of the Americas
New York, NY 10036
Attn: Jeffrey D. Pawlitz (jpawlitz@kslaw.com)
Michael R. Handler (mhandler@kslaw.com)

and

King & Spalding LLP
444 W. Lake St. Suite 1650
Chicago, IL 60606
Attn: Bradley T. Giordano (bgiordano@kslaw.com)

and

Kramer Levin Naftalis & Frankel LLP
1177 Avenue of the Americas
New York, NY 10036
Attn: Douglas Mannal (dmannal@kramerlevin.com)
Rachael Ringer (rringer@kramerlevin.com)

14.10. Several, Not Joint, Obligations. The agreements, representations, and obligations of the Parties under this Agreement are, in all respects, several and not joint.

14.11. Representation by Counsel. Each Party acknowledges that it has had the opportunity to be represented by counsel in connection with this Agreement and the transactions contemplated hereunder. Accordingly, any rule of law or any legal decision that would provide any Party with a defense to the enforcement of the terms of this Agreement against such Party based upon lack of legal counsel shall have no application and is expressly waived.

14.12. No Third-Party Beneficiaries. Unless expressly stated herein, this Agreement shall be solely for the benefit of the Parties, and no other person or entity shall be a third-party beneficiary hereof.

14.13. Reservation of Rights; Settlement Discussions. Subject to and except as expressly provided in this Agreement or in any amendment thereof agreed upon by the Parties pursuant to the terms hereof, nothing herein is intended to, or does, in any manner waive, limit, impair or restrict the ability of each of the Parties to protect and preserve its rights, remedies and interests, including its claims against any of the other Parties (or their respective affiliates or subsidiaries) or its full participation in the Chapter 11 Cases. Without limiting the foregoing sentence in any way, if the Restructuring is not consummated, or if this Agreement is terminated for any reason, nothing in this Agreement shall be construed as a waiver by any Party of any or all of such Party's rights, remedies, claims and defenses, and the Parties expressly reserve any and all of their respective rights, remedies, claims and defenses. This Agreement shall in no event be construed as, or be deemed to be, evidence of an admission or concession on the part of any Party of any claim or fault or liability or damages whatsoever. Each of the Parties denies any and all wrongdoing or liability of any kind and does not concede any infirmity in the claims or

defenses which it has asserted or could assert. This Agreement is part of a proposed settlement of matters that could otherwise be the subject of litigation among the Parties hereto. Pursuant to Federal Rule of Evidence 408 and any applicable state rules of evidence, all negotiations relating to this Agreement shall not be admissible into evidence in any proceeding other than a proceeding to enforce the terms of this Agreement.

14.14. Relationship Among the Parties. It is understood and agreed that no Consenting Unsecured TL Lender or Consenting Secured TL Lender has any duty of trust or confidence in any kind or form with any other Consenting Unsecured TL Lender or Consenting Secured TL Lender, and, except as expressly provided in this Agreement, there are no commitments among or between them. In this regard, it is understood and agreed that any Party may trade in the Prepetition Secured TL Claim and/or Prepetition Unsecured TL Claim, or other equity securities of the Company without the consent of the Company or any other Party, subject to applicable securities laws, the terms of this Agreement (including Section 5.05), and any confidentiality agreement and/or non-disclosure agreement entered into with the Company; provided, however, that no Consenting Unsecured TL Lender or Consenting Secured TL Lender shall have any responsibility for any such trading to any other person or entity by virtue of this Agreement. No prior history, pattern, or practice of sharing confidences among or between the Parties shall in any way affect or negate this understanding and agreement.

14.15. Consideration. The Parties hereby acknowledge that no consideration, other than that specifically described herein, shall be due or paid to any Party for its agreement to vote to accept the Plan in accordance with the terms and conditions of this Agreement.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed and delivered by their respective duly authorized officers or other agents, solely in their respective capacity as officers or other agents of the undersigned and not in any other capacity, as of the date first set forth above.

NINE WEST HOLDINGS, INC.

By: 

Name: Ralph Schipani

Title: Interim CEO

[CONSENTING LENDER SIGNATURE PAGES REDACTED]

Exhibit A

Term Sheet

NINE WEST HOLDINGS, INC., ET AL.

RESTRUCTURING TERM SHEET

THIS TERM SHEET (THIS "TERM SHEET") DESCRIBES A PROPOSED RESTRUCTURING (THE "RESTRUCTURING") FOR JASPER PARENT LLC, NINE WEST HOLDINGS, INC. ("NW HOLDINGS") AND CERTAIN OF THEIR AFFILIATES (COLLECTIVELY, THE "DEBTORS") PURSUANT TO BOTH A JOINT PLAN OF REORGANIZATION, WHICH WOULD BE FILED BY THE DEBTORS IN CONNECTION WITH A CONTEMPLATED CHAPTER 11 FILING (THE "CHAPTER 11 CASES") IN THE UNITED STATES BANKRUPTCY COURT FOR THE SOUTHERN DISTRICT OF NEW YORK (THE "BANKRUPTCY COURT") AND A SALE PURSUANT TO SECTION 363 OF THE BANKRUPTCY CODE OF CERTAIN ASSETS, THE PROCEEDS OF WHICH WILL BE DISTRIBUTED IN ACCORDANCE WITH THE RESTRUCTURING SUPPORT AGREEMENT (AS DEFINED HEREIN) AND THIS TERM SHEET. THIS TERM SHEET IS AN INTEGRAL PART OF THE RESTRUCTURING SUPPORT AGREEMENT (THE "RESTRUCTURING SUPPORT AGREEMENT") BY AND AMONG (A) THE DEBTORS, (B) PREPETITION UNSECURED TL LENDERS THAT COLLECTIVELY HOLD IN THE AGGREGATE AT LEAST 66.67% OF THE AGGREGATE PREPETITION UNSECURED TL CLAIMS (SUCH HOLDERS, THE "CONSENTING UNSECURED TL LENDERS"; SUCH CLAIMS HELD BY THE CONSENTING UNSECURED TL LENDERS, THE "CONSENTING UNSECURED TL LENDER CLAIMS"), AND (C) PREPETITION SECURED TL LENDERS THAT COLLECTIVELY HOLD IN THE AGGREGATE AT LEAST 66.67% OF THE AGGREGATE PREPETITION SECURED TL CLAIMS (SUCH HOLDERS, THE "CONSENTING SECURED TL LENDERS"; SUCH CLAIMS HELD BY THE CONSENTING SECURED TL LENDERS, THE "CONSENTING SECURED TL LENDER CLAIMS"), AND OTHER PERSONS THAT BECOME PARTY THERETO FROM TIME TO TIME IN ACCORDANCE WITH THE TERMS THEREIN. TERMS USED BUT NOT OTHERWISE DEFINED HEREIN SHALL HAVE THE MEANING ASCRIBED TO SUCH TERMS IN THE RESTRUCTURING SUPPORT AGREEMENT.

THIS TERM SHEET IS NOT AN OFFER OR A SOLICITATION WITH RESPECT TO ANY SECURITIES OF THE DEBTORS. NOTHING IN THIS TERM SHEET SHALL BE DEEMED TO BE THE SOLICITATION OF AN ACCEPTANCE OR REJECTION OF A PLAN OF REORGANIZATION. ANY SUCH OFFER OR SOLICITATION SHALL COMPLY WITH ALL APPLICABLE SECURITIES LAWS AND/OR PROVISIONS OF THE BANKRUPTCY CODE.

THIS TERM SHEET IS PROTECTED BY RULE 408 OF THE FEDERAL RULES OF EVIDENCE AND ANY OTHER APPLICABLE STATUTES OR DOCTRINES PROTECTING THE USE OR DISCLOSURE OF CONFIDENTIAL SETTLEMENT DISCUSSIONS. NOTHING HEREIN SHALL BE DEEMED TO BE AN ADMISSION OF FACT OR LIABILITY BY ANY PARTY.

GENERAL PROVISIONS REGARDING THE RESTRUCTURING

Restructuring Summary

The Debtors will commence the Chapter 11 Cases on or before April 6, 2018 (the "Petition Date"), and during the Chapter 11 Cases will, among other things, pursue and implement (i) a chapter 11 plan of reorganization (the "Chapter 11 Plan") and (ii) a sale pursuant to Section 363 of the Bankruptcy Code of certain assets (the "363 Sale"), in each case in form and substance consistent in all material respects with this Term Sheet (including any exhibits hereto).¹

The Debtors shall fund the Chapter 11 Cases with cash on hand, the Term DIP Facility, and the ABL DIP Facility. As set forth in more detail herein (i) the Term DIP Facility shall consist of a delayed, multi-draw DIP term loan facility in an amount up to \$50 million to be funded by the members of the Ad Hoc Secured TL Lender Group, the Ad Hoc Crossover TL Lender Group, and Brigade (the "DIP Lenders"), which shall be consistent with the term sheet attached as Exhibit I hereto (the "DIP Term Sheet") and (ii) the ABL DIP Facility shall consist of a dollar-for-dollar roll up of the Prepetition ABL Facility upon the entry of a final order approving such facility.

The Debtors' pro forma exit capital structure will consist of the following:

- **New ABL Facility.** An up to \$275 million senior secured asset-based revolving credit facility, the terms of which shall be reasonably acceptable to the Debtors and the Requisite Consenting Unsecured TL Lenders;
- **New First Lien Term Loan Facility.** A \$350 million (or such other amount that is sufficient to pay Prepetition Secured TL Claims as set forth herein and cover such other sources and uses necessary to fund emergence) first lien senior secured term loan facility (the "New First Lien Term Loan Facility"), which shall be funded by third-party financing sources, the terms of which shall be reasonably acceptable to the Debtors and the Requisite Consenting Unsecured TL Lenders;
- **New Second Lien Term Loan Facility.** A \$150 million second lien senior secured term loan facility (the "New Second Lien Term Loan Facility"), which shall be distributed to holders of Prepetition Unsecured TL Claims, as described below, the terms of which shall be reasonably acceptable to the Debtors and the Requisite Consenting Unsecured TL Lenders; *provided* that the New Second Lien Term Loan Facility shall bear interest on a per

¹ This Term Sheet outlines the proposed capital structure and other material terms and conditions of the Restructuring. The Term Sheet does not include a description of all of the terms, conditions, and other provisions that are to be contained in the definitive documentation governing the Restructuring, which remain subject to further discussion and negotiation.

	<p>annum basis of 10% payable in kind; and</p> <ul style="list-style-type: none"> • New Equity. Nine West Holdings, as reorganized pursuant to and under the Chapter 11 Plan, or a new corporation or limited liability company that may be formed to directly or indirectly acquire all of the assets and/or stock of the Debtors (“<u>Reorganized NW Holdings</u>”) shall issue equity (the “<u>New Equity</u>”) on the Effective Date on the terms set forth herein, which shall be deemed fully paid and non-assessable.
<p>Prepetition Funded Debt to be Repaid/Restructured</p>	<p>The prepetition funded debt of NW Holdings and certain of its subsidiaries to be repaid and/or restructured:</p> <ul style="list-style-type: none"> • Prepetition ABL Facility. Approximately \$113,249,803 in obligations (which amount does not include accrued and unpaid interest and allowed prepayment fees and expenses, the “<u>Prepetition ABL Facility Obligations</u>”) outstanding under that certain asset-based revolving credit agreement, dated as of April 18, 2014 (as amended, restated, modified or supplemented from time to time prior to the date hereof, the “<u>Prepetition ABL Facility</u>” and together with any Loan Document (as defined in the Prepetition ABL Facility) and any other document related to or evidencing the loans and obligations thereunder, the “<u>Prepetition ABL Facility Loan Documents</u>”) among Holdings (as defined therein), the Borrower (as defined therein), the several lenders from time to time party thereto (the “<u>Prepetition ABL Facility Lenders</u>”) and Wells Fargo Bank, National Association (in such capacity, the “<u>Prepetition ABL Facility Agent</u>”); • Prepetition ABL Facility FILO. \$22,553,952 in FILO obligations (which amount includes any accrued and unpaid interest and allowed prepayment fees and expenses, the “<u>Prepetition ABL Facility FILO Term Loan Claims</u>” and together with the Prepetition ABL Facility Obligations, the “<u>Prepetition ABL Facility Claims</u>”) outstanding under the Prepetition ABL Facility; • Prepetition Secured TL. \$432,798,741 in obligations (which amount includes any accrued and unpaid interest through the Petition Date, and, together with all fees, expenses, and other amounts, including contingent obligations, owing under the Prepetition Secured TL Loan Documents (as defined below), the “<u>Prepetition Secured TL Claims</u>”) outstanding under that certain Term Loan Credit Agreement, dated as of April 8, 2014 (as amended, restated, modified or supplemented from time to time prior to the date hereof, the “<u>Prepetition Secured TL Credit Agreement</u>” and together with any Loan Document (as defined in the Prepetition Secured TL Credit Agreement) and any other document related to or evidencing the loans and obligations thereunder, the “<u>Prepetition Secured TL Loan Documents</u>”), among Holdings, the Borrowers, the several lenders from time to time party thereto (the “<u>Prepetition Secured TL Lenders</u>”) and Cortland Capital Markets Services LLC, as successor

	<p>administrative agent to Morgan Stanley Senior Funding Inc. (in such capacity, the "<u>Prepetition Secured TL Agent</u>"); and</p> <ul style="list-style-type: none">• Prepetition Unsecured TL. \$305,099,461 in obligations (which amount includes any accrued and unpaid interest through the Petition Date, the "<u>Prepetition Unsecured TL Claims</u>") outstanding under that certain Term Loan Credit Agreement, dated as of April 8, 2014 (as amended, restated, modified or supplemented from time to time prior to the date hereof, the "<u>Prepetition Unsecured TL Credit Agreement</u>" and together with any Loan Document (as defined in the Prepetition Unsecured TL Credit Agreement) and any other document related to or evidencing the loans and obligations thereunder, the "<u>Prepetition Unsecured TL Loan Documents</u>"), among Holdings, the Borrowers, the several lenders from time to time party thereto (the "<u>Prepetition Unsecured TL Lenders</u>") and Glas Agency, as successor administrative agent to Morgan Stanley Senior Funding Inc. (in such capacity, the "<u>Prepetition Unsecured TL Agent</u>").• 2034 Notes. \$255,997,396 in obligations as of the Petition Date (which amount includes any accrued and unpaid interest, the "<u>2034 Notes Claims</u>") of 6.125% Senior Notes Due 2034 pursuant to that certain indenture (the "<u>2034 Indenture</u>") dated November 22, 2004, by and among Nine West Holdings, Inc., as Issuer, and U.S. Bank, National Association, as Indenture Trustee (as amended, restated, modified or supplemented from time to time prior to the date hereof, the "<u>2034 Notes</u>");²• Stub 2019 Notes. \$29,580,485 in obligations as of the Petition Date (which amount includes any accrued and unpaid interest, the "<u>Stub 2019 Notes Claims</u>") of 6.875% Senior Notes Due 2019 pursuant to that certain indenture (the "<u>Stub 2019 Indenture</u>") dated March 7, 2011, by and among Nine West Holdings, Inc., as Issuer, and U.S. Bank, National Association, as Indenture Trustee (as amended, restated, modified or supplemented from time to time prior to the date hereof, the "<u>Stub 2019 Notes</u>");³ and• 2019 Notes. \$446,332,901 in obligations as of the Petition Date (which amount includes any accrued and unpaid interest, and together with the Stub 2019 Notes Claims, the "<u>2019 Notes Claims</u>") 8.25% Senior Notes Due 2019 (the "<u>2019 Indenture</u>," together with the 2034 Indenture and Stub 2019 Indenture, the "<u>Holdco Notes Indentures</u>") pursuant to that certain indenture dated April 23, 2014, by and among Nine West Holdings, Inc., as Issuer, and U.S. Bank, National Association, as Indenture Trustee (as amended, restated,
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² NW Holdings is only Debtor entity obligated under the 2034 Indenture.

³ NW Holdings is only Debtor entity obligated under the Stub 2019 Indenture.

	modified or supplemented from time to time prior to the date hereof, and together with the Stub 2019 Notes, the “2019 Notes”). ⁴
The Term DIP Facility	Up to \$50 million of Term DIP Commitments, the terms of which shall be consistent with the DIP Term Sheet and acceptable to the Debtors and each of the DIP Lenders.
The ABL DIP Facility	The Prepetition ABL Facility Claims shall roll, on a dollar-for-dollar basis, into a postpetition ABL facility (the “ <u>ABL DIP Facility</u> ”), the terms of which shall be reasonably acceptable to the Debtors and the Requisite Consenting TL Lenders; <i>provided</i> that the aggregate principal amount of the ABL DIP Facility shall not exceed \$275 million.
<u>CLASSIFICATION AND TREATMENT OF CLAIMS</u>	
The following designates the classes (each, a “ <u>Class</u> ”) of claims against and interests in each of the Debtors on a non-consolidated basis. Certain of the Debtors may not have holders of claims or interests in a particular Class or Classes. The summary of classification and treatment of claims set forth below groups the Debtors together solely for the purpose of describing treatment under the Chapter 11 Plan. Such groupings shall not affect each Debtor’s status as a separate legal entity, change the organizational structure of the Debtors’ business enterprise, constitute a change of control of any Debtor for any purpose, cause a merger of consolidation of any legal entities, or cause the transfer of any assets.	
<u>Unclassified Claims</u>	
Administrative Claims⁵	<p>Treatment. On the Effective Date, except to the extent a holder of an allowed administrative claim, including claims of the type described in section 503(b)(9) of chapter 11 of title 11 of the United States Code, 11 U.S.C. §§ 101-1532 (the “<u>Bankruptcy Code</u>”), (each, an “<u>Administrative Claim</u>”) that have already been paid during the Chapter 11 Cases or such holder of an Administrative Claim, agrees to less favorable treatment, in full and final satisfaction, settlement, release, and discharge of and in exchange for each allowed Administrative Claim, each such holder of an allowed Administrative Claim shall receive payment in full, in cash, of the unpaid portion of its allowed Administrative Claim.</p> <p>Voting. Unimpaired. Unclassified; non-voting.</p>
Priority Tax Claims	<p>Treatment. Priority tax claims (“<u>Priority Tax Claims</u>”) shall be treated in accordance with section 1129(a)(9)(C) of the Bankruptcy Code.</p> <p>Voting. Unimpaired. Unclassified; non-voting.</p>
ABL DIP Claims	<p>Allowance. The claims under the ABL DIP Facility (the “<u>ABL DIP Claims</u>”) shall be allowed in the full amount due and owing under the ABL DIP Facility.</p> <p>Treatment. On the Effective Date, except to the extent that a holder of an</p>

⁴ NW Holdings is only Debtor entity obligated under the 2019 Indenture.

⁵ The Debtors shall consult with the Requisite Consenting TL Lenders prior to allowing any material Administrative Claims.

	<p>allowed ABL DIP Claim agrees to less favorable treatment, in full and final satisfaction, settlement, release, and discharge of and in exchange for each allowed ABL DIP Claim, each such holder of an allowed ABL DIP Claim shall either (i) receive payment in full in cash on the Effective Date or (ii) convert its ABL DIP Claim into a claim under the New ABL Facility.</p> <p>Voting. Unimpaired. Unclassified; non-voting.</p>
Term DIP Facility Claims	<p>Allowance. The claims under the Term DIP Facility (the “<u>Term DIP Facility Claims</u>”) shall be allowed in the full amount due and owing under the Term DIP Facility.</p> <p>Treatment. On the Effective Date, except to the extent that a holder of an allowed Term DIP Facility Claim agrees to less favorable treatment, in full and final satisfaction, settlement, release, and discharge of and in exchange for each allowed Term DIP Facility Claim, each such holder of an allowed Term DIP Facility Claim shall be paid in full in cash.</p> <p>Voting. Unimpaired. Unclassified; non-voting.</p>
<u>CLASSIFIED CLAIMS AND INTERESTS</u> ⁶	
Class 1 – Other Priority Claims ⁷	<p>Treatment. On the Effective Date, except to the extent a holder of an allowed claim described in section 507(a) of the Bankruptcy Code (each, an “<u>Other Priority Claim</u>”) already has been paid during the Chapter 11 Cases or such holder of an Other Priority Claim, agrees to less favorable treatment, in full and final satisfaction, settlement, release, and discharge of and in exchange for each allowed Other Priority Claim, each such holder of an Other Priority Claim shall receive payment in full, in cash, of the unpaid portion of its Other Priority Claim.</p> <p>Voting. Unimpaired. Each holder of a Class 1 Claim will be conclusively deemed to have accepted the Chapter 11 Plan pursuant to section 1126(f) of the Bankruptcy Code. Therefore, each holder of a Class 1 Claim will not be entitled to vote to accept or reject the Chapter 11 Plan.</p>
Class 2 – Other Secured Claims	<p>Treatment. On the Effective Date, except to the extent that a holder of an allowed secured claim, other than a Prepetition Secured TL Claim (each, an “<u>Other Secured Claim</u>”) already has been paid during the Chapter 11 Cases or such holder, agrees to less favorable treatment, in full and final satisfaction, settlement, release, and discharge of and in exchange for each allowed Other Secured Claim, each holder of an Other Secured Claim shall receive:</p> <p style="margin-left: 40px;">i. payment in full, in cash, of the unpaid portion of its Other Secured Claim;</p>

⁶ Claim amounts to be updated immediately prior to the Petition Date.

⁷ The Debtors shall consult with the Requisite Consenting TL Lenders prior to agreeing to allow any material Other Priority Claims and any material Other Secured Claims.

	<p>ii. delivery of the collateral securing such Other Secured Claim; or</p> <p>iii. other treatment, such that the Other Secured Claim shall be rendered unimpaired.</p> <p>Voting. Unimpaired. Each holder of a Class 2 Claim will be conclusively deemed to have accepted the Chapter 11 Plan pursuant to section 1126(f) of the Bankruptcy Code. Therefore, each holder of a Class 2 Claim will not be entitled to vote to accept or reject the Chapter 11 Plan.</p>
<p>Class 3 – Prepetition Secured TL Claims</p>	<p>Allowance. The Prepetition Secured TL Claims shall be allowed in an aggregate amount equal to \$432,798,741, plus interest at the non-default rate, fees, costs, charges and other Prepetition Secured TL Claims arising under the Prepetition Secured TL Documents (other than default interest) accruing after the commencement of the Chapter 11 Cases, less any payments received as a result of the 363 Sale.</p> <p>Treatment. On the Effective Date, except to the extent that a holder of an allowed Prepetition Secured TL Claim agrees to less favorable treatment, in full and final satisfaction, settlement, release, and discharge of and in exchange for each allowed Prepetition Secured TL Claim, each holder of an allowed Prepetition Secured TL Claim shall receive payment in full in cash.</p> <p>Voting. Impaired. Each holder of a Class 3 Claim will be entitled to vote to accept or reject the Chapter 11 Plan.</p>
<p>Class 4A – Prepetition Unsecured TL Claims</p>	<p>Allowance. The Prepetition Unsecured TL Claims shall be allowed in an aggregate amount equal to approximately \$305,099,461.</p> <p>Treatment. Except to the extent that a holder of an allowed Prepetition Unsecured TL Claim agrees to less favorable treatment, in full and final satisfaction, settlement, release, and discharge of and in exchange for each allowed Prepetition Unsecured TL Claim, each such holder of an allowed Prepetition Unsecured TL Claim shall receive:</p> <p>(i) on account of its Prepetition TL Guarantee Claims:⁸ its pro rata share (based on the aggregate amount of allowed Claims in Class 4A) of: (a) the New Second Lien Term Loan Facility, and (b) 100% of the New Equity (subject to dilution from any MEIP), less any New Equity distributed to the holders of Claims in Classes 4B–4E, and</p> <p>(ii) on account of its Prepetition Unsecured TL Claims against NW Holdings: (a) its pro rata share (based on the aggregate amount of allowed Claims in Classes 4A, 4B, 4C, and 4D) of the value of the Unencumbered Property⁹ (excluding any proceeds from an Estate Action Settlement (as</p>

⁸ “Prepetition Unsecured TL Guarantee Claims” means the Prepetition Unsecured TL Claims against each Debtor entity other than NW Holdings.

⁹ “Unencumbered Property” means any present and after acquired property of any Debtor, including interests in estate claims or causes of action, wherever located, not subject to a lien, security interest, or otherwise encumbered on the Petition Date.

	<p>defined herein)) of NW Holdings (the value of which may be distributed in New Equity, cash, or other consideration, including interests in any estate claims or causes of action not released by the Chapter 11 Plan), as mutually determined by the Debtors and the Requisite Consenting Unsecured TL Lenders, and (b) its pro rata share (based on the aggregate amount of allowed Claims in Class 4A) of proceeds allocated to Class 4A pursuant to any Estate Action Settlement, if any, as determined by the Debtors in connection with such Estate Action Settlement.</p> <p>Voting. Impaired. Each holder of a Class 4A Claim will be entitled to vote to accept or reject the Chapter 11 Plan.</p>
<p>Class 4B – 2034 Notes Claims</p>	<p>Allowance. The 2034 Notes Claims shall be allowed in an aggregate amount equal to \$255,997,396.</p> <p>Treatment. Except to the extent that a holder of an allowed 2034 Notes Claim agrees to less favorable treatment, in full and final satisfaction, settlement, release, and discharge of and in exchange for each allowed 2034 Notes Claim, each such holder of an allowed 2034 Notes Claim shall receive: (a) its pro rata share (based on the aggregate amount of allowed Claims in Classes 4A, 4B, 4C, and 4D) of the value of the Unencumbered Property (excluding any proceeds from an Estate Action Settlement) of NW Holdings (the value of which may be distributed in New Equity, cash, or other consideration, including interests in any estate claims or causes of action not released by the Chapter 11 Plan), as mutually determined by the Debtors and the Requisite Consenting Unsecured TL Lenders, and (b) its pro rata share (based on the aggregate amount of allowed Claims in Class 4B) of proceeds allocated to Class 4B pursuant to any Estate Action Settlement, if any, as determined by the Debtors in connection with such Estate Action Settlement.</p> <p>Voting. Impaired. Each holder of an allowed Class 4B Claim will be entitled to vote to accept or reject the Chapter 11 Plan.</p>
<p>Class 4C – 2019 Notes Claims</p>	<p>Allowance. The 2019 Notes Claims shall be allowed in an aggregate amount equal to \$475,913,386.</p> <p>Treatment. Except to the extent that a holder of an allowed 2019 Notes Claim agrees to less favorable treatment, in full and final satisfaction, settlement, release, and discharge of and in exchange for each allowed 2019 Notes Claim, each such holder of an allowed 2019 Notes Claim shall receive: (a) its pro rata share (based on the aggregate amount of allowed Claims in Classes 4A, 4B, 4C, and 4D) of the value of the Unencumbered Property (excluding any proceeds from an Estate Action Settlement) of NW Holdings (the value of which may be distributed in New Equity, cash, or other consideration, including interests in any estate claims or causes of action not released by the Chapter 11 Plan), as mutually determined by the Debtors and the Requisite Consenting Unsecured TL Lenders, and (b) its pro rata share (based on the aggregate amount of allowed Claims in Class 4C) of proceeds allocated to Class 4C pursuant to any Estate Action Settlement, if any, as determined by the Debtors in connection with such</p>

	<p>Estate Action Settlement.</p> <p>Voting. Impaired. Each holder of an allowed Class 4C Claim will be entitled to vote to accept or reject the Chapter 11 Plan.</p>
<p>Class 4D – NW Holdings General Unsecured Claims¹⁰</p>	<p>Treatment. Except to the extent that a holder of an allowed Class 4D Claim agrees to less favorable treatment, in full and final satisfaction, settlement, release, and discharge of and in exchange for each allowed NW Holdings General Unsecured Claim, each such holder of an allowed NW Holdings General Unsecured Claim shall receive: (a) its pro rata share (based on the aggregate amount of allowed Claims in Classes 4A, 4B, 4C, and 4D) of the value of the Unencumbered Property (excluding any proceeds from an Estate Action Settlement) of NW Holdings (the value of which may be distributed in New Equity, cash, or other consideration, including interests in any estate claims or causes of action not released by the Chapter 11 Plan), as mutually determined by the Debtors and the Requisite Consenting Unsecured TL Lenders, and (b) its pro rata share (based on the aggregate amount of allowed Claims in Class 4D) of proceeds allocated to Class 4D pursuant to any Estate Action Settlement, if any, as determined by the Debtors in connection with such Estate Action Settlement.</p> <p>Voting. Impaired. Each holder of an allowed Class 4D Claim will be entitled to vote to accept or reject the Chapter 11 Plan.</p>
<p>Class 4E – Other General Unsecured Claims¹¹</p>	<p>Treatment. Except to the extent that a holder of an allowed general unsecured claim (other than Claims in Classes 4A –4D) agrees to less favorable treatment, in full and final satisfaction, settlement, release, and discharge of and in exchange for each allowed Other General Unsecured Claim, each such holder of an allowed Other General Unsecured Claim shall receive its pro rata share (based on the aggregate amount of allowed Claims in Class 4A and 4E) of: (a) the value of the Unencumbered Property of the Debtor against which the holder of a Other General Unsecured Claim has a claim (the value of which may be distributed in New Equity, cash or other consideration, including interests in any estate claims or causes of action not released by the Chapter 11 Plan), as mutually determined by the Debtors and the Requisite Consenting TL Lenders, or (b) proceeds allocated to Class 4E pursuant to any Estate Action Settlement, if any, as determined by the Debtors in connection with such Estate Action Settlement.</p> <p>Voting. Impaired. Each holder of Class 4E Claim will be entitled to vote to accept or reject the Chapter 11 Plan.</p>
<p>Class 5 – Intercompany</p>	<p>Treatment. On the Effective Date, all Intercompany Claims shall be, as</p>

¹⁰ “NW Holdings General Unsecured Claim” means any general unsecured claim against NW Holdings (other than, for the avoidance of doubt, the 2019 Notes Claims, the 2034 Notes Claims, or the Prepetition Unsecured TL Claims against NW Holdings).

¹¹ “Other General Unsecured Claim” means any general unsecured claim against a Debtor other than NW Holdings.

<p>Claims</p>	<p>determined by the Debtors with the reasonable consent of the Requisite Consenting Unsecured TL Lenders, either: (a) reinstated, (b) converted to equity, or (c) cancelled and shall receive no distribution on account of such claims and may be compromised, extinguished, or settled after the Effective Date.</p> <p>Voting. Impaired or Unimpaired. Each holder of a Class 5 Claim will be either (a) conclusively deemed to have rejected the Chapter 11 Plan pursuant to section 1126(g) of the Bankruptcy Code and will not be entitled to vote to accept or reject the Chapter 11 Plan or (b) presumed to have accepted the Chapter 11 Plan pursuant to section 1126(f) of the Bankruptcy Code and will not be entitled to vote to accept or reject the Chapter 11 Plan, respectively.</p>
<p>Class 6 – Existing Equity Interests</p>	<p>Treatment. On the Effective Date, all equity interests in NW Holdings (including without limitation, options, warrants, rights, or other securities or agreements to acquire such equity interests) (collectively, the “<u>Existing Equity Interests</u>”) shall be discharged, cancelled, released, and extinguished.</p> <p>Voting. Impaired. Each holder of a Class 6 Interest will be conclusively deemed to have rejected the Chapter 11 Plan pursuant to section 1126(g) of the Bankruptcy Code. Therefore, each holder of a Class 6 Interest will not be entitled to vote to accept or reject the Chapter 11 Plan.</p>
<p>Class 7 – Intercompany Interests</p>	<p>Treatment. On the Effective Date, all Intercompany Interests shall be cancelled or reinstated, as determined by the Debtors with the reasonable consent of the Requisite Consenting Unsecured TL Lenders.</p> <p>Voting. Impaired or Unimpaired. Each holder of a Class 7 Interest will be either (a) conclusively deemed to have (a) rejected the Chapter 11 Plan pursuant to section 1126(g) of the Bankruptcy Code and will not be entitled to vote to accept or reject the Chapter 11 Plan or (b) presumed to have accepted the Chapter 11 Plan pursuant to section 1126(f) of the Bankruptcy Code and will not be entitled to vote to accept or reject the Chapter 11 Plan, respectively.</p>
<p>Class 8 – Section 510(b) Claims</p>	<p>Treatment. On the Effective Date, all claims arising under section 510(b) of the Bankruptcy Code (each, a “<u>Section 510(b) Claim</u>”) shall be cancelled without any distribution.</p> <p>Voting. Impaired. Each holder of a Class 8 Claim will be conclusively deemed to have rejected the Chapter 11 Plan pursuant to section 1126(g) of the Bankruptcy Code. Therefore, each holder of a Class 8 Claim will not be entitled to vote to accept or reject the Chapter 11 Plan.</p>
<p><u>RELEASES AND RELATED PROVISIONS</u></p>	
<p>Releases</p>	<p>Customary release provisions in form and substance reasonably satisfactory to the Debtors and the Requisite Consenting TL Lenders.</p> <p>The Plan will provide that (i) the Debtors will release the Released Parties</p>

pursuant to an estate release, (ii) the Releasing Parties will release the Released Parties pursuant to a third-party release, and (iii) neither the Debtors nor the Releasing Parties shall provide any release to the Contingent Released Parties (other than in connection with an Estate Action Settlement).

“Released Party” shall mean, collectively, and in each case solely in its capacity as such: (a) each Debtor and Reorganized Debtor; (b) the Debtors’ current and former officers, directors, and managers; (c) the Consenting Secured TL Lenders; (d) the Consenting Unsecured TL Lenders; (e) the Prepetition Secured TL Agent; (f) the Prepetition Unsecured TL Agent; and (g) with respect to each of the foregoing identified in subsections (a) through (f), each and all of their respective current and former affiliates (other than affiliates that are current or former owners of equity in NW Holdings and/or any of the carveout businesses in their capacities as such), and such entities’ and their current and former affiliates’ current and former directors, managers, officers, equity holders (regardless of whether such interests are held directly or indirectly), predecessors, successors, and assigns, subsidiaries, and each of their respective current and former equity holders, officers, directors, managers, principals, members, employees, agents, advisory board members, financial advisors, partners, attorneys, accountants, investment bankers, consultants, representatives, and other professionals, each in their capacity as such. Notwithstanding the foregoing, and for the avoidance of doubt, the Released Parties, in their capacity as such, shall not include any of the Contingent Released Parties (as defined herein), in their capacity as such, regardless of whether they would otherwise meet the definition of Released Parties.

“Releasing Parties” shall include the Consenting Secured TL Lenders, the Consenting Unsecured TL Lenders, the Prepetition Secured TL Agent, and the Prepetition Unsecured TL Agent.

“Contingent Released Parties” shall include, except as otherwise agreed to by the Debtors (in consultation with the Brigade Advisors and the Ad Hoc Crossover TL Lender Group Advisors) pursuant to an Estate Action Settlement, (a) current and former directors and officers of the Company or its direct or indirect parent entities, other than those current and former directors and officers that did not participate (directly or indirectly) in the 2014 going-private buyout transaction and/or any of the carveout transactions, (b) any direct or indirect, current or former, owner of equity in NW Holdings and/or any of the carveout businesses, or any affiliates or directors or officers of such entities, and (c) any other parties as reasonably determined by the Debtors (in consultation with the Brigade Advisors and the Ad Hoc Crossover TL Lender Group Advisors) after further diligence regarding prepetition transactions; *provided that*, none of the Released Parties set forth in (i) subsections (c) through (f) of the definition of “Released Parties”, each solely in their capacity as such, and (ii) the entities set forth in subsection (g) solely as it relates to clauses (c) through (f), shall be deemed to be Contingent Released Parties under clauses (b) or (c) of this definition of Contingent Released Parties. For the avoidance of doubt, all Consenting TL Lenders, solely in their capacities as such, are

	Released Parties. “Estate Action Settlement” shall mean any settlement or settlements agreed to by the Debtors (in consultation with the Consenting Unsecured TL Lenders) through the Debtors’ Independent Directors related to any causes of action of the estates, including estate claims and causes of action against the Contingent Released Parties.
Third Party Releases	Customary third-party release provisions in form and substance reasonably satisfactory to the Debtors and the Requisite Consenting TL Lenders.
Exculpation	Customary exculpation provisions, including all Released Parties to the extent permitted by applicable law.
Discharge	Customary discharge provisions.
Injunction	Customary injunction provisions, including all Released Parties.
<u>GENERAL PROVISIONS / MEANS FOR IMPLEMENTATION</u>	
Cancellation of Instruments, Certificates and Other Documents	On the Effective Date, except to the extent otherwise provided above, all instruments, certificates, and other documents evidencing debt or equity interests in the Debtors shall be cancelled, and the obligations of the Debtors thereunder, or in any way related thereto, shall be discharged.

<p>Board of Directors of Reorganized Nine West Holdings</p>	<p>The Board of Directors of Reorganized Nine West Holdings (the “<u>Reorganized NW Board</u>”) shall initially consist of 7 members, and shall include the CEO and one independent director, each of which shall be selected by the Requisite Consenting Unsecured TL Lenders and disclosed in accordance with section 1129(a)(5) of the Bankruptcy Code.</p> <p>Notwithstanding the foregoing, each Prepetition Unsecured TL Lender that is a Consenting Unsecured TL Lender prior to the Petition Date and who holds as of the agreement effective date of the Restructuring Support Agreement and continues to hold as of the Effective Date:</p> <ul style="list-style-type: none"> (a) at least 10% but less than 30% of the aggregate Prepetition Unsecured TL Claims, shall have the right to appoint one director to the Reorganized NW Board; and (b) more than 30% of the aggregate Prepetition Unsecured TL Claims, shall have the right to appoint two directors to the Reorganized NW Board. <p>The foregoing rights of the Consenting Unsecured TL Lenders set forth in clauses (a) and (b) above shall not limit in any way the Consenting Unsecured TL Lenders’ rights to select directors based on their respective holdings of New Equity as provided in the Shareholders Agreement (as defined herein).</p>
<p>Shareholders Agreement</p>	<p>Holders of New Equity shall be parties to a shareholders agreement (the “<u>Shareholders Agreement</u>”), the material terms of which shall be filed as part of the Plan Supplement, and which shall otherwise be reasonably satisfactory to the Debtors and the Requisite Consenting Unsecured TL Lenders.</p>
<p>Charter; Bylaws</p>	<p>The charter, bylaws, and/or other organizational documents of each of the Debtors shall be amended and restated in a manner consistent with section 1123(a)(6) of the Bankruptcy Code and shall otherwise be reasonably satisfactory to the Debtors and the Requisite Consenting Unsecured TL Lenders.</p>
<p>Exemption from SEC Registration; Private Company Status</p>	<p>The issuance of all securities under the Chapter 11 Plan will be exempt from registration with the U.S. Securities and Exchange Commission (the “<u>SEC</u>”) under section 1145 of the Bankruptcy Code. To the extent section 1145 is unavailable, such securities shall be exempt from SEC registration as a private placement pursuant to Section 4(2) of the Securities Act of 1933, as amended, and/or the safe harbor of Regulation D promulgated thereunder, or such other exemption as may be available from any applicable registration requirements.</p> <p>The Reorganized Debtors shall be private, non-SEC reporting companies on the Effective Date.</p>

Management Incentive Program	TBD, but may include a percentage of the New Equity and shall be reasonably acceptable to the Debtors and the Requisite Consenting Unsecured TL Lenders.
Employment Agreements	TBD.
Retained Estate Causes of Action¹²	Unless otherwise released pursuant to an Estate Action Settlement, Debtor NW Holdings, or its assignee, shall retain all rights to commence and pursue any and all claims and causes of action, including without limitation, any claims and causes of action arising under the sections 544, 545, 547, 548 and 550 of the Bankruptcy Code and other litigation (collectively, the “Retained Estate Causes of Action”).
Tax Issues	The terms of the Chapter 11 Plan and the restructuring contemplated by this Term Sheet shall be structured in a tax efficient manner, as agreed to by the Debtors with the reasonable consent of the Requisite Consenting Unsecured TL Lenders.
Retention of Jurisdiction	The Chapter 11 Plan will provide for the retention of jurisdiction by the Bankruptcy Court for usual and customary matters.
<u>CONDITIONS, MILESTONES, AND COVENANTS</u>	
Conditions Precedent to Plan Confirmation	Confirmation of the Chapter 11 Plan shall be subject to the following conditions precedent: <ul style="list-style-type: none"> i. the Chapter 11 Plan must be in form and substance reasonably acceptable to the Debtors and the Requisite Consenting TL Lenders; ii. all conditions precedent to effectiveness of the New First Lien Term Loan Facility, other than those satisfied immediately upon the occurrence of the Effective Date, shall have been satisfied; iii. the Chapter 11 Plan must provide for the payment of Prepetition Secured TL Claims in full in cash; iv. the 363 Sale shall have closed consistent with the material terms and conditions set forth herein, in the APA (as defined herein), and in the Bidding Procedures, and all of the proceeds from the 363 Sale related to the Term Loan Priority Collateral (as defined in the Intercreditor Agreement) shall have been distributed immediately upon receipt (or as soon as reasonably practicable thereafter) to the Prepetition Secured TL Agent to pay down the Prepetition Secured TL Claims; v. the 363 Sale proceeds contemplated by the final asset purchase agreement shall be consistent with the APA, subject to any

¹² Absent an Estate Action Settlement, the mechanics for the pursuit of Retained Estate Causes of Actions post-Effective Date will be determined by, and on terms reasonably acceptable to, the Debtors and the Requisite Consenting Unsecured TL Lenders.

	<p>applicable adjustments contemplated by the APA; and</p> <p>vi. the proposed form of order confirming the Chapter 11 Plan shall be, in form and substance, acceptable to the Debtors and the Requisite Consenting TL Lenders.</p>
<p>Chapter 11 Plan Milestones</p>	<p>The Debtors shall satisfy the following chapter 11 milestones (the “<u>Chapter 11 Milestones</u>”). For the avoidance of doubt, the Debtors’ failure to satisfy any of the below milestones shall constitute a Secured TL Lender Trigger Event and Unsecured TL Lender Trigger Event under Sections 7.02(a) and 7.03(a), respectively:¹³</p> <ul style="list-style-type: none"> • The Bankruptcy Court’s entry of the Interim Order (as defined in the Term DIP Credit Agreement) on or before 5 calendar days following the Petition Date. • No later than 14 calendar days after the Petition Date the Debtors shall have filed a prearranged Chapter 11 Plan, in form and substance reasonably satisfactory to the Requisite Consenting TL Lenders, and consistent with this Term Sheet and the Restructuring Support Agreement in all material respects. • No later than 14 calendar days after the Petition Date the Debtors shall have filed a disclosure statement motion and a disclosure statement in connection with the Plan (the “<u>Disclosure Statement</u>”) in form and substance reasonably satisfactory to the Requisite Consenting TL Lenders. • The Bankruptcy Court’s entry of the Final Order (as defined in the Term DIP Credit Agreement) on or before 45 calendar days following the Petition Date. • No later than 70 calendar days after the Petition Date, the Debtors shall have received at least one irrevocable and legally binding commitment, in form and substance reasonably satisfactory (or satisfactory solely with respect to any condition, contingency, or other provision in such First Lien Exit Financing Commitment that poses a material risk to the parties being able to close or fund the New First Lien Term Loan Facility pursuant to such First Lien Exit Financing Commitment, other than a condition, contingency, or other provision relating to the closing of the 363 Sale) to the Requisite Consenting TL Lenders, to enter into the New First Lien Term Loan Facility (the “<u>First Lien Exit Financing Commitment Milestone</u>”). • The hearing on the Disclosure Statement shall have been heard by the Bankruptcy Court on or before 95 calendar days following the Petition Date. • The Bankruptcy Court’s entry of an order, in form and substance

¹³ Any Milestone that falls on a weekend or federal holiday shall be extended to the next business day.

	<p>reasonably satisfactory to the Requisite Consenting TL Lenders, approving the Disclosure Statement (the “<u>Disclosure Statement Order</u>”) on or before 98 calendar days following the Petition Date.</p> <ul style="list-style-type: none"> • The hearing on Plan confirmation shall have been heard by the Bankruptcy Court on or before 130 calendar days following the Petition Date. • The Bankruptcy Court’s shall have entered an order, in form and substance satisfactory to the Requisite Consenting TL Lenders, confirming the Chapter 11 Plan (the “<u>Plan Confirmation Order</u>”) on or before 135 calendar days following the Petition Date. • The Effective Date shall have occurred not later than 150 calendar days following the Petition Date.
<p>Executory Contracts and Unexpired Leases</p>	<p>Other than such executory contracts and unexpired leases covered by the APA (which shall be treated in accordance with the APA or another asset purchase agreement entered into in connection with the bidding procedures process), the Debtors may seek to assume or reject executory contracts and unexpired leases after consultation with, and with the reasonable consent of, the Requisite Consenting Unsecured TL Lenders.¹⁴</p> <p>The Chapter 11 Plan will provide that the executory contracts and unexpired leases that are not assumed or rejected as of the Effective Date (either pursuant to the Chapter 11 Plan or a separate motion) will be deemed assumed pursuant to section 365 of the Bankruptcy Code. For the avoidance of doubt, the reasonable consent of the Requisite Consenting Unsecured TL Lenders shall be required with respect to all decisions to assume or reject, including the deemed rejection of executory contracts and unexpired leases pursuant to the Chapter 11 Plan.</p>
<p>Indemnification and D&O Insurance</p>	<p>The Chapter 11 Plan shall provide (a) for the assumption of all indemnification provisions currently in place (whether in the by-laws, certificates of incorporation, board resolutions, indemnification agreements, or employment contracts) for the current and former directors, managers, and officers of the Debtors and any non-Debtor affiliates (excluding any current and/or former directors, managers, and officers that is a Contingent Released Party not party to an Estate Action Settlement), which assumption shall be irrevocable, and shall survive the Plan Effective Date and (b) the Debtors shall maintain their current D&O coverage in place as of the Effective Date of the date of the Restructuring Support Agreement for current and former directors and officers (excluding any current and/or former directors and officers that is a Contingent Released Party not party to an Estate Action Settlement) and shall obtain a “tail policy” on or prior to the Effective Date, subject to the reasonable consent of the Requisite Consenting Unsecured TL Lenders.</p>

¹⁴ The Debtors may elect to renegotiate and/or reject executory contracts and to separately classify and treat any claims arising therefrom, subject to the reasonable consent of the Requisite Consenting Unsecured TL Lenders.

<u>363 SALE</u>	
363 Sale	<p>On or prior to the Petition Date, the Debtors shall have entered into an asset purchase agreement (the “<u>APA</u>”) and a stalking horse agreement (the “<u>Stalking Horse Agreement</u>”) for the sale pursuant to Section 363 of the Bankruptcy Code (the “<u>363 Sale</u>”) of certain assets to purchaser (the “<u>Purchaser</u>”) as set forth in that certain non-binding Letter of Intent, dated January 17, 2018, between Debtor Nine West Holdings and Purchaser (the “<u>LOI</u>”). The Stalking Horse Agreement and the APA, and any amendments thereto, or any other asset purchase agreement related to those assets described in the LOI, and subject to the 363 Sale, and any amendments thereto, shall be reasonably acceptable to the Requisite Consenting TL Lenders.</p> <p>The proceeds from the 363 Sale shall be not less than the amount contemplated by the APA, subject to any adjustments as contemplated by the APA.</p>
Application of 363 Sale Proceeds	<p>The proceeds from the 363 Sale shall be applied as follows:</p> <ul style="list-style-type: none"> • unless agreed to by more than 50 percent of lenders under the ABL DIP Facility, the proceeds from the sale of the ABL Priority Collateral to be used to pay down the ABL DIP Facility Claims/Prepetition ABL Facility (subject to adjustments for working capital balances at the closing date) • proceeds from the sale of the Term Priority Collateral to be used immediately upon the closing of the 363 Sale to pay down the Prepetition Secured TL Facility, it being acknowledged and agreed that the LOI contemplates a sale price of Term Priority Collateral in the aggregate amount of \$123 million

EXHIBIT I

**NINE WEST HOLDINGS, INC.
DIP TERM FACILITY**

Principal	\$50 million (\$25 million funded upon entry of interim order as set forth herein)
Interest	10.00%
Other Economics	Upfront economics: 7.75% Exit economics: 2.5%
Participation	Members of the Ad Hoc Secured TL Group, Ad Hoc Crossover Group, and Brigade on a pro rata basis by holdings of Prepetition Secured TL Claims
Amortization	None
Multiple Draws	Within 2 business days after the Bankruptcy Court's entry of the interim DIP Financing Order and satisfaction of all other applicable conditions precedent, which shall be no less favorable to the Borrower than the conditions set forth in the Draft ABL Facility, the Term DIP Facility borrower shall make a draw of \$25 million. Upon entry of the final DIP Financing Order, the remaining amount of Term DIP Commitments to be drawn.
Covenants	Milestones to be consistent with the RSA Term Sheet.
Priority & Security	Superpriority liens and claims senior to the liens of the Prepetition Secured TL with respect to the ABL Priority Collateral and the Term Priority Collateral, junior to the liens of the Prepetition ABL Facility Lenders and the ABL DIP Lenders with respect to the ABL Priority Collateral, and senior to the liens of the Prepetition ABL Facility Lenders with respect to the Term Priority Collateral. First priority lien on unencumbered assets (including avoidance actions proceeds).
Maturity	210 days

Adequate Protection	<ul style="list-style-type: none">• Adequate protection liens on all assets (including avoidance actions proceeds)• Adequate protection section 507(c) superpriority claim• Waiver of section 506(c), section 552(b) equity of the cases exception and marshaling• Current cash payment of professional fees and expenses• Monthly cash payments in an amount equal to the accrued interest on the prepetition secured term loan at the non-default rate• Immediate pay down of Prepetition Secured TL Claims upon receipt of proceeds of sale of Term Priority Collateral• All information and reporting rights set forth in the Term DIP Facility• All milestones set forth in the Term DIP Facility• Subject to entry of a final order, any presumption with respect to diminution in value claims shall be in favor of the Prepetition Secured TL Lenders, and Debtors shall bear the burden to show otherwise• Prohibition on additional material licensing transactions or asset sales without consent of the Required Lenders (as defined in the Prepetition Secured TL Credit Agreement)• Budget acceptable to the Required Lenders (as defined in the Prepetition Secured TL Credit Agreement) in their reasonable discretion, It being understood that the budget delivered to the Required Lenders as of the date hereof being deemed to be accepted to the Required Lenders.
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Exhibit B

Form Transfer Agreement

Transfer Agreement

The undersigned ("Transferee") hereby acknowledges that it has read and understands the Restructuring Support Agreement, dated as of _____ (the "Agreement"),² by and among the Company, the Consenting Secured TL Lenders and the Consenting Unsecured TL Lenders, including with regard to the transfer to the Transferee of any Claims (each such transferor, a "Transferor"), and shall be deemed a "Consenting Secured TL Lender" or "Consenting Unsecured TL Lender" (as applicable) under the terms of the Agreement and agrees to be bound by (a) the terms and conditions of the Agreement to the extent the Transferor was thereby bound and (b) any direction letters provided by the Consenting Secured TL Lenders or Consenting Unsecured TL Lenders (as applicable) to any agent or trustee (as applicable). The Transferee specifically agrees to be bound by the terms and conditions of the Agreement and makes all representations and warranties contained therein as of the date of the Transfer.

Date Executed:

Name:

Title:

Address:

E-mail address(es):

Telephone:

Facsimile:

Type	\$[]

Transferor Information:

Name:

Title:

Address:

E-mail address(es):

Telephone:

Facsimile:

² Capitalized terms not used but not otherwise defined herein shall have the meanings ascribed to such terms in the Agreement.

EXHIBIT C

Committees Organized Prepetition

Prepetition Committee	Counsel	Members
Secured Lenders Group	Davis Polk & Wardwell LLP	Various lenders under the Secured Term Loan Credit Agreement
Crossover Group	King & Spalding LLP	Various lenders under the Secured Term Loan Credit Agreement and Unsecured Term Loan Credit Agreement
2034 Noteholder Group	Jones Day	Various holders of the 6.125% Unsecured Notes

EXHIBIT D

Consolidated List of the Holders of the Debtors' 50 Largest Unsecured Claims

Pursuant to Local Rule 1007-2(a)(4), the following is a consolidated list of the Debtors' creditors holding the 50 largest unsecured claims (the "Consolidated Creditor List") based on the Debtors' unaudited books and records as of the April 2, 2018. The Consolidated Creditor List has been prepared in accordance with Bankruptcy Rule 1007(d) and does not include (i) persons who come within the definition of "insider" set forth in section 101(31) of the Bankruptcy Code or (ii) secured creditors, unless the value of the collateral is such that the unsecured deficiency places the creditor among the holders of the 50 largest unsecured claims.

The information contained herein shall not constitute an admission of liability by, nor is it binding on, the Debtors. The Debtors reserve all rights to assert that any debt or claim included herein is a disputed claim or debt, and to challenge the priority, nature, amount, or status of any such claim or debt. In the event of any inconsistencies between the summaries set forth below and the respective corporate and legal documents relating to such obligations, the descriptions in the corporate and legal documents shall control.

	Name of creditor and complete mailing address, including zip code	Name, telephone number and email address of creditor contact	Nature of claim (for example, trade debts, bank loans, professional services, and government contracts)	Indicate if claim is contingent, unliquidated, or disputed	Amount of claim		
					Total claim, if partially secured	Deduction for value of collateral or setoff [1]	Unsecured Claim
1	U.S. Bank National Association Attn: George Hogan Vice President C/O U.S. Bank Global Corporate Trust Services 225 Asylum Street, 23rd Floor Hartford, CT 06103 United States	George Hogan Email - George.Hogan@usbank.com Phone - 404-898-8832 Fax - 404-898-2467	8.25% Unsecured Notes Due 2019				\$446,332,901
2	Morgan Stanley Senior Funding, Inc. ATTN: Gianpiero Di Vanna Director 1585 Broadway New York, NY 10036 United States	Gianpiero Di Vanna Email - Gian.Di.Vanna@morganstanley.com Phone - 443-627-4460 Fax - 212-507-6680	Unsecured Term Loan				\$305,099,461
3	U.S. Bank National Association Attn: George Hogan Vice President C/O U.S. Bank Global Corporate Trust Services 225 Asylum Street, 23rd Floor Hartford, CT 06103 United States	George Hogan Email - George.Hogan@usbank.com Phone - 404-898-8832 Fax - 404-898-2467	6.125% Unsecured Notes Due 2034				\$255,997,396

¹ The Debtors reserve the right to assert setoff and other rights with respect to any of the claims listed herein.

	Name of creditor and complete mailing address, including zip code	Name, telephone number and email address of creditor contact	Nature of claim (for example, trade debts, bank loans, professional services, and government contracts)	Indicate if claim is contingent, unliquidated, or disputed	Amount of claim		
					Total claim, if partially secured	Deduction for value of collateral or setoff [1]	Unsecured Claim
4	U.S. Bank National Association Attn: George Hogan Vice President C/O U.S. Bank Global Corporate Trust Services 225 Asylum Street, 23rd Floor Hartford, CT 06103 United States	George Hogan Email - George.Hogan@usbank.com Phone - 404-898-8832 Fax - 404-898-2467	6.875% Unsecured Notes Due 2019				\$29,580,485
5	Surefield Limited Attn: Edward Neiger Esq. c/o ASK LLP 151 West 46th Street, 4th Floor New York, NY 10036 United States	Edward Neiger Esq. Email - eneiger@askllp.com Phone - 212-267-7342 Fax - 212-918-3427	Trade				\$17,582,649
6	Stella International Holdings Limited Attn: Don Lee Chief Financial Officer Avenida De Marciano Baptista No 26- Centro Comercial Ching Fok B10 Macau	Don Lee Email - don.lee@stella.com.hk Phone - 852-29963688 Fax - 852-29561383	Trade				\$12,477,822
7	Pavilion Investment Ltd Attn: Michael Harari Chief Financial Officer 302 Fifth Ave., 14th Floor New York, N.Y. 10001	Michael Harari Email - michaelh@h-rplanning.com Phone - 85223349488 Fax - 85223634097	Trade				\$6,087,618
8	Wide Rise Limited Attn: Thomas Huang Owner Lishui Town Nanhai District Foshan 34-36 Au Pui Wan Street Shatim The Second The South Of Road Chisha Flat/Rm 11 Blk A 9/F Veristrong Guangdong, Foshan 528244 China	Thomas Huang Email - thomashuang@trendsettersi.com Phone - 0757-85629952	Trade				\$5,589,882
9	Hongkong Hing Wing Development Limited Attn: Ada Chen Shm2146 Rm1007 10/F, Ho King Ctr No 2-16, Fa Yuen St, Mongkok, K1 Hong Kong, Hong Kong	Ada Chen Email - Ada_Chen@trimaxapparel.com	Trade				\$5,271,482
10	Classic Fashion Apparel Industry Ltd Attn: K. S. Sanal Kumar Chairman & Managing Director Plot 2 Al Hassan Ind Estate Al Ramtha Irbid, 21467 Jordan	K. S. Sanal Kumar Email - sanal.kumar@cfaiteam.com Phone - 962 775 757 057 Fax - 962-2-7391368	Trade				\$5,040,066
11	Geodis USA Inc Attn: Robert Chin Quee Senior Vice President 440 McClellan Highway Suite 105L Boston, MA 02128 United States	Robert Chin Quee Email - robert.chinquee@geodis.com Phone - 516-616-2963	Trade				\$3,882,594

	Name of creditor and complete mailing address, including zip code	Name, telephone number and email address of creditor contact	Nature of claim (for example, trade debts, bank loans, professional services, and government contracts)	Indicate if claim is contingent, unliquidated, or disputed	Amount of claim		
					Total claim, if partially secured	Deduction for value of collateral or setoff [1]	Unsecured Claim
12	United Sourcenet Pte Ltd Attn: Ms. Monica Yoo 1 Maritime Square #09-19 Harbourfront Centre Singapore, 99253 Singapore	Ms. Monica Yoo Email - int@utdsn.com Phone - 65-6633-5051 Fax - 65-6258-4016	Trade				\$3,458,670
13	Standard Jeans Apparel Manufacturing Company Attn: Sanal Kumar Chairman & Managing Director Soof St Sector #26-Plot #214 Po Al Hassan Industrial Estate-AI-Ramt 21467 Jordan	Sanal Kumar Email - sanal.kumar@cfaiteam.com Phone - +962 (77) 575-7057 Fax - 962-27-391368	Trade				\$3,137,549
14	Hi Tech Textile LLC Attn: Ali Imran Director Plot #674 Ad-Dulayl Q.I.Z. Park P.O. Box 1495 Ad Dulayl, Jordan	Ali Imran Email - ali@hitech-textile.com Phone - 962-5-382-5320 / 5530 Fax - 962-5-382-5600	Trade				\$2,807,566
15	KVS Apparels LLC Attn: Prakash Managing Director 2039 N Las Palmas Ave #326 Los Angeles, CA 90068 United States	Prakash Email - prakash@kvsindustries.com Phone - +62-81-1873-561	Trade				\$2,362,423
16	Jiangsu Guotai Litian Enterprises Co Ltd Attn: Shen Wei Bin Managing Director Renmin Road 15-23F International Trade Center Zhangjiagang, 215600 China	Shen Wei Bin Email - swb@gtigtex.com Phone - +86 (139) 0156-2018 Fax - 86-512-58696012	Trade				\$2,319,262
17	Wah Lai Footwear Company Limited Attn: Ophelia Lam Business Manager Baiyun Industry Zone, Baiyunyi Road, Danshui Town, Huiyang District Huizhou, Guangdong 516211 China	Ophelia Lam Email - ophelialam@wahlaishoes.com Phone - 13502258328	Trade				\$2,318,598
18	Jiangsu GuoTai International Group GuoHua Corp., Ltd. Attn: Zhang Bin Chief Executive Officer 26F Tower A Guotai Finance Plaza Gangcheng Road Zhangjiagang, 215600 China	Zhang Bin Email - zhangbin@gtgh.com.cn Phone - 86-13706229669 Fax - 86-512-58988723	Trade				\$2,283,674

	Name of creditor and complete mailing address, including zip code	Name, telephone number and email address of creditor contact	Nature of claim (for example, trade debts, bank loans, professional services, and government contracts)	Indicate if claim is contingent, unliquidated, or disputed	Amount of claim If the claim is fully unsecured, fill in only unsecured claim amount. If claim is partially secured, fill in total claim amount and deduction for value of collateral or setoff to calculate unsecured claim.		
					Total claim, if partially secured	Deduction for value of collateral or setoff [1]	Unsecured Claim
19	Gan Zhou Hua Jian International Foo Co Ltd Attn: Terry Ou Yang Assistant Manager Gannan Industrial Area, Huangjin Developing District, Ganzhou, Jiangxi Gan Zhou, 0797 341000 China	Terry Ou Yang Email - ouyangzhi@huajian.com Phone - 18566156317 Fax - 86-797-8376555	Trade				\$2,259,258
20	Fortune Global Sourcing Ltd Attn: Thomas Paccione Chief Financial Officer Unit 1618, 16th Floor Miramar Tower 132 Nathan Road Tsim Sha Tsui, KLN Hong Kong	Thomas Paccione Email - tpaccione@fortunefootwear.com Phone - 212-431-8400	Trade				\$2,130,640
21	Fusion Accessories Group Limited Attn: Sam Sum President 250 West 39th Street # 802 New York, NY 10018 United States	Sam Sum Email - sam.sum@fusionsories.com Phone - 852-2786-2688 212-391-2560 Fax - 852-2785-2691 212-391-2564	Trade				\$2,129,207
22	PT Sai Apparel Industries Attn: Vikash K. Dugar Director J1 Brigjend Sudiarto Km11 Jawa Tengah Semarang, 50194 Indonesia	Vikash K. Dugar Email - vikash@ptsai.com Phone - +62-88-1196-3465 Fax - (021) 65311344	Trade				\$2,045,441
23	D & A Apparel Trading (Pvt) Ltd Attn: Ranjith Fernando Director 362, Colombo, Peopiliyana Boralesgamuwa, 10290 Sri Lanka	Ranjith Fernando Email - ranjith@daya-group.com Phone - +94-77-769-9880 Fax - 94-11-5550367	Trade				\$1,958,321
24	Sichuan New Rise Imp & Exp Co., Ltd Attn: Mr. Berry Commercial manager No. 252 Feiyun Road, Chongzhou Economic Development Area, Chengdu, Sichuan, China Cehngdu, Sichuan 611230 China	Mr. Berry Email - berry@yaqili.net Phone - 028-82155939 Fax - 86 028 86645742	Trade				\$1,760,491
25	Top Silver Enterprises Ltd Attn: Jack Tang Owner No.8, Tinghe Road, Tingshan Village, Houjie Town, Dongguan City, Guangdong Province. Dongguan, Guangdong 523943 China	Jack Tang Email - topsilver_2008@188.com arthuryan@topsilver.cn.com Phone - 0769-38937916	Trade				\$1,758,472

	Name of creditor and complete mailing address, including zip code	Name, telephone number and email address of creditor contact	Nature of claim (for example, trade debts, bank loans, professional services, and government contracts)	Indicate if claim is contingent, unliquidated, or disputed	Amount of claim		
					Total claim, if partially secured	Deduction for value of collateral or setoff [1]	Unsecured Claim
26	JS International Macao Commercial Offshore Limited Attn: Phil Lee Chief Operating Officer 16/FI Flat A Praia Grande (Nam Van) Commercial Centreno 429 Praia Grande Rd Macau, 853 Macau	Phil Lee Email - phil.lee@uimax.com Phone - 853-2832-3590 Fax - 853-2832-3457	Trade				\$1,746,280
27	Dhruv Globals Ltd Attn: Shri Ram Goyal Director 14 Milestone Delhi-Mathura Road Faridabad, 121006 India	Shri Ram Goyal Email - sivasadan@dhruvglobals.com Phone - 91-0129-2256503 Fax - 91-0129-2275740	Trade				\$1,729,573
28	Lin Rui Trading Limited Attn: William Xie Owner c/o Foshan Nanhai Shine-way Leather Products CO., LTD NO.1 Changtun Road Nanyu, denggang Administration, Lishui Town, Nanhai District, Foshan City, Guang Dong Province, China	William Xie Email - william_xie@shinewayshoes.com Phone - 18927757508 Fax - 0757-85608806	Trade				\$1,689,757
29	Namyang International Co Ltd Attn: Jinsoo Hong Chief Executive Officer 511 Young-Dong Road Room 2402 Korea World Trade Center Kangnam-Gu Seoul, 135-729 Korea	Jinsoo Hong Email - Hyemin Lee hm.lee@NAMYANG-INTL.COM Phone - 82-2-2191-3499 Fax - 82-2-551-6735	Trade				\$1,677,862
30	FTN Co Ltd Attn: Lee In-Kwon Chief Executive Officer 12 FI 41 Digital Ro 31 Gil Guro-Gu Seoul, Korea	Lee In-Kwon Email - ohet@forthenew.com Phone - 82-2-550-2800 82-2-550-2818 Fax - 82-2-550-2841	Trade				\$1,629,655
31	S.A.M. Apparels Private Limited Attn: Mukesh Sharma Director A1 Sector 64 Noida, 201307 India	Mukesh Sharma Email - maneesh@samoverseas.com Phone - 91-120-2406113 Fax - 91-120-4740750	Trade				\$1,617,518
32	Tristate Trading Limited Mco Attn: Margaret Chien Vice President 5/F., 66-72 Lei Muk Road Kwai Chung, Hong Kong	Margaret Chien Email - margaret_chien@tristateww.com Phone - 886-952197672 Fax - 853-719-160	Trade				\$1,596,928

	Name of creditor and complete mailing address, including zip code	Name, telephone number and email address of creditor contact	Nature of claim (for example, trade debts, bank loans, professional services, and government contracts)	Indicate if claim is contingent, unliquidated, or disputed	Amount of claim		
					Total claim, if partially secured	Deduction for value of collateral or setoff [1]	Unsecured Claim
33	Africa Apparels Epz Ltd Attn: P. S. Balasubramaniam Director Runyenjes Road Off Nanyuki Road Industrial Area Nairobi, 00100 Kenya	P. S. Balasubramaniam Email - balu@aaepz.com Phone - +254 736 790529 Fax - 254-20-556-155	Trade				\$1,463,912
34	Lakewill Silk & Garment Limite Attn: Lena Li Manager Unit 05-07,35/F Clifford Centre 778-784 Cheung Sha Wan Road Lai Chi Kok, Hong Kong	Lena Li Email - lena@lakewill.com Phone - 86-18913185050	Trade				\$1,409,573
35	St. Wonderful International Group Ltd Attn: Charlie Zhang 161-7 Des Voeux Rd Central Hk Trade Centre 7th Floor Kowloon, Hong Kong	Charlie Zhang Email - charlie@greatwall-g.com Phone - 86-13-920-285-886 Fax - 8622-28683389	Trade				\$1,350,321
36	Ivory Garments Factory LLC Attn: Rajesh Sachdeva Chief Executive Officer Building No. O, Plot No. 1326 Al Tajamouat Industrial Zone Sahab, Amman 11636 Jordan	Rajesh Sachdeva Email - rajesh@ivory.com.jo Phone - +962-79-752-270 Fax - 962-6-402-4805	Trade				\$1,346,379
37	Namlee International Co Ltd Attn: Nguyen Dieu Thuy Lien Western Subdivision, Phu Thai Industrial Park Phu Thai Town, Kim Thanh Dist Hai Duong, 34000 Vietnam	Nguyen Dieu Thuy Lien Email - aliena.namlee@gmail.com Phone - 646 236 5307 Fax - 843203560972	Trade				\$1,335,683
38	Yan Man International Co Ltd Attn: Debbiee Huang Roadtown Trustnet Chambers Po Box 3444 Tortola, 10688 US Virgin Islands	Debbiee Huang Email - debbie@dermagarments.com.tw Phone - 886-2-27735811 Fax - 886-2-27723911	Trade				\$1,318,340
39	Serena Holding Co Ltd Attn: Tina Lv General Manager 89 Longhe E.Road Shui kou town Huizhou, Guangdong 516055 China	Tina Lv Email - Tina@serena.com.cn; Phone - 0752-5757888 Fax - 86-752-5757999	Trade				\$1,311,376
40	Prestige Apparel Mfg Ltd Co Attn: Imran Haroon Managing Director Street 16 Block R Al Tajamouat Industrial City Saha Amman, 11636 Jordan	Imran Haroon Email - imranharoon@prestigeapparelmgf.com Phone - +962 (79) 673-5869 Fax - 962-06-4024573	Trade				\$1,305,344

	Name of creditor and complete mailing address, including zip code	Name, telephone number and email address of creditor contact	Nature of claim (for example, trade debts, bank loans, professional services, and government contracts)	Indicate if claim is contingent, unliquidated, or disputed	Amount of claim		
					Total claim, if partially secured	Deduction for value of collateral or setoff [1]	Unsecured Claim
41	Taizhou Tianli Garments Co Ltd Attn: Xiaoping "Joe" Zhou Managing Director 34 North Dongfeng Road Taizhou, 225300 China	Xiaoping "Joe" Zhou Email - joe@tianlifx.com Phone - +86-139-0143-3383	Trade				\$1,303,534
42	Jiangsu Guotai Int'L Group Guom Attn: Jane Chen Vice President 23/F Guotai Times Plaza Bldg A No 65 Renmin Rd Zhangjiagang, 215600 China	Jane Chen Email - jane@gtiggm.com Phone - 86-13962470158	Trade				\$1,268,635
43	Ark Asia Pacific Ltd Attn: Syed Asad Ali Director 6th Floor Unit 629 A Metro Centre I 21 Lam Hing Street Kowloon Bay, Hong Kong	Syed Asad Ali Email - asad@sterlingbd.com Phone - +880 (171) 156-7098 Fax - 81-798635520	Trade				\$1,266,160
44	New York Life Insurance Company Attn: Daniel Davitt Vice President 51 Madison Avenue New York, NY 10010 United States	Daniel Davitt Phone - (212) 576-7000	Lease Obligation				\$1,257,593
45	Maxking Holdings Limited Attn: Mandy Lam Director Unit A 15/F Resaon Group Tower 403-413 Castle Peak Rd Kwai Chung, Hong Kong	Mandy Lam Email - Mandy@lepaco.com Phone - +852-9727-6666 Fax - 2741 2212	Trade				\$1,238,946
46	Shandong Daiyin Import And Export Co., Ltd Attn: Frank Lee Director East Part Of Dongyue St Shandong Tai An, 271000 China	Frank Lee Email - frank@daiyin.com Phone - +86-139-5488-9639 Fax - 86-538-6118798	Trade				\$1,218,831
47	Macro Fortune Group Limited Attn: Monica Xia Financial Manager Industrial Street No.9,BaiHao 1st Industrial zone,HouJie Town 29#,Fuxin Business zone,Xinwu qiaotou,Houjie town Dongguan, Guangdong 523000 China	Monica Xia Email - Monica@hongyunshoes.com Phone - 0769- 89989510/85960001 Fax - 0769-85923339/85925558	Trade				\$1,203,193

	Name of creditor and complete mailing address, including zip code	Name, telephone number and email address of creditor contact	Nature of claim (for example, trade debts, bank loans, professional services, and government contracts)	Indicate if claim is contingent, unliquidated, or disputed	Amount of claim If the claim is fully unsecured, fill in only unsecured claim amount. If claim is partially secured, fill in total claim amount and deduction for value of collateral or setoff to calculate unsecured claim.		
					Total claim, if partially secured	Deduction for value of collateral or setoff [1]	Unsecured Claim
48	Hong Kong Laiyu Trading Co Ltd Attn: Huang Zhihua Owner 1-17 building A-15 Block, Haibin Two Road, Huangbu Town, Huidong County Huizhou City Guangdong Province, China 8/F(8A) 8A, 8/F, Richmond Commercial Building, 109 Argyle Street, Mong Kok, Kowloon, Hong Kong Huizhou, Guangdong 516353 China	Huang Zhihua Email - Hexingda_Order@163.com Phone - 13927361687 Fax - 0752-8651616	Trade				\$1,199,248
49	Rajby Industries Attn: Rizwan Yasin Plot C-118, C119 Sector 31 Ext Mehran Twon K.I.A. Sindh Karachi, 74900 Pakistan	Rizwan Yasin Email - Export@Rajby.Com Phone - 92-021-1111491491 Fax - 92-021-5060142	Trade				\$1,124,831
50	Pension Benefit Guaranty Corporation Attn: Patricia Kelly Chief Financial Officer 1200 K Street NW Washington, DC 20005-4026 United States	Patricia Kelly Phone - 202-326-4110 Fax - 202-326-4114	Pension	Contingent, Unliquidated			Unliquidated

EXHIBIT E

Consolidated List of the Holders of the Debtors' Five Largest Secured Claims

Pursuant to Local Rule 1007-2(a)(5), the following is a list of creditors holding the five largest secured claims against the Debtors, on a consolidated basis, as of the Petition Date.

The information contained herein shall not constitute an admission of liability by, nor is it binding on, the Debtors. The Debtors reserve all rights to assert that any debt or claim included herein is a disputed claim or debt, and to challenge the priority, nature, amount, or status of any such claim or debt. The descriptions of the collateral securing the underlying obligations are intended only as brief summaries. In the event of any inconsistencies between the summaries set forth below and the respective corporate and legal documents relating to such obligations, the descriptions in the corporate and legal documents shall control.

	Name of Creditor	Creditor Name, and complete mailing address, including zip code of employee, agents, or department of creditor familiar with claim who may be contacted	Approximate Amount of Claim (as of April 5, 2018)	Collateral Description and Value
1.	Secured Term Loan Lenders	Morgan Stanley 1 New York Plaza, 41st Floor New York, NY 10004	\$433 million	Substantially all assets subject to customary exclusions.
2.	ABL Lenders	Wells Fargo Capital Finance One Boston Place, 19th Floor Boston, MA 02108	\$130.6 million	Substantially all assets subject to customary exclusions.
3.	Letter of Credit	1411 IC-SIC Property LLC 1411 Broadway, 29th Floor New York, NY 10018 & HSBC Securities (USA) Inc. 452 Fifth Avenue New York, NY 10018	\$7.5 million	Substantially all assets subject to customary exclusions.
4.	Letter of Credit	Atlantic Specialty Insurance Co. Attn: Collateral Manager 605 U.S. Highway 169, 8th Floor Plymouth, MN 55441	\$6.1 million	Substantially all assets subject to customary exclusions.
5.	Letter of Credit	Liberty Mutual Insurance Company H.O. Financial Credit 175 Berkeley Street Attn: S.J. Whalen / LMS-M.S. 06D Boston, MA 02117	\$5.3 million	Substantially all assets subject to customary exclusions.

EXHIBIT F

Summary of the Debtors' Assets and Liabilities

Pursuant to Local Rule 1007-2(a)(6), the following are estimates of the Debtors' total assets and liabilities on a consolidated basis. The following financial data is the latest available information and reflects the Debtors' financial condition, as consolidated with its affiliated Debtors and non-Debtors as of December 31, 2017.

The information contained herein shall not constitute an admission of liability by, nor is it binding on, the Debtors. The Debtors reserve all rights to assert that any debt or claim included herein is a disputed claim or debt, and to challenge the priority, nature, amount, or status of any such claim or debt.

Assets and Liabilities	Amount
Total Assets (Book Value as of February 28, 2018)	\$988.2 million
Total Liabilities (Book Value as of February 28, 2018)	\$1,937.3 million

EXHIBIT G

Summary of the Publicly Held Securities of the Debtors

Pursuant to Local Rule 1007-2(a)(7), the following lists the number and classes of shares of stock, debentures, or other securities of the Debtors that are publicly held, and the number of holders thereof as of April 4, 2018.¹

	Publicly Held Security	Issued	Outstanding	Holders²
1.	Secured Term Loan	N/A	N/A	22
2.	Unsecured Term Loan	N/A	N/A	9
3.	8.25% Unsecured Notes	N/A	N/A	11
4.	6.875% Unsecured Notes	N/A	N/A	Unavailable
5.	6.125% Unsecured Notes	N/A	N/A	12

Pursuant to Local Rule 1007-2(a)(7), the following lists the number and classes of shares of stock of Debtors that are publicly held by Debtors officers and directors as of the Petition Date.

None.

¹ The Debtors' securities are tradable by accredited investors or qualified institutional buyers as defined in Regulation D under the Securities Act. The Debtors disclose the information below solely out of an abundance of caution, and do not believe their securities are "publicly traded" or that they are required to comply with any registration requirements under the Securities Act.

² Holder information for Secured Term Loan, Unsecured Term Loan, 8.25% Unsecured Notes, 6.875% Unsecured Notes, and 6.125% Unsecured Notes were provided by Bloomberg services on April 4, 2018.

EXHIBIT H

Summary of Debtors' Property Held by Third Parties

Pursuant to Local Rule 1007-2(a)(8), the following lists the Debtors' property, as of the April 5, 2018, that is in the possession or custody of any custodian, public officer, mortgagee, pledge, assignee of rents, secured creditor, or agent for any such entity.

Certain property of the Debtors is likely to be in the possession of various other persons, including maintenance providers, shippers, common carriers, materialmen, custodians, public officers, mortgagees, pledges, assignees of rents, secured creditors, or agents. Through these arrangements, the Debtors' ownership interest is not affected. In light of the movement of this property, providing a comprehensive list of the persons or entities in possession of the property, their addresses and telephone numbers, and the location of any court proceeding affecting such property would be impractical. The Debtors estimate that (a) the value of goods held in third-party warehouses is approximately \$24.4 million; (b) the value of goods in transit is approximately \$39 million; (c) the aggregate value of lease security deposits is approximately \$1.2 million; and (d) the aggregate value of utilities provider deposits is approximately \$15,000.

EXHIBIT I

Summary of Debtors' Property from Which the Debtors' Operate Their Business

Pursuant to Local Rule 1007-2(a)(9), the following lists the location of the premises owned, leased, or held under other arrangement from which the Debtors operate their businesses as of the Petition Date.⁴

Property Address	City	State	Country	Owned or Leased
180 Rittenhouse Circle (Administrative)	Bristol	PA	USA	Leased
200 Rittenhouse Circle North/West (Administrative)	Bristol	PA	USA	Leased
1411 Broadway (Administrative)	New York	NY	USA	Leased
170 Butts Street (Warehouse)	South Hill	VA	USA	Leased
1250 Forest Parkway (Warehouse)	West Deptford	NJ	USA	Leased
1245 Forest Parkway (Warehouse)	West Deptford	NJ	USA	Leased
525 7 th Avenue	New York	NY	USA	Leased
498 7 th Avenue (Administrative)	New York	NY	USA	Leased
1441 Broadway (Administrative)	New York	NY	USA	Leased
1412 Broadway (Administrative)	New York	NY	USA	Leased
1002 McCain Road (Administrative)	Bentonville	AR	USA	Leased
California Market Center (Showroom #C846) – 110 East 9 th Street	Los Angeles	CA	USA	Leased
Store #7477 - 8 North Market Place Building, #2140	Boston	MA	USA	Leased

⁴ Pursuant to the Debtors' First Omnibus Motion for Entry of an Order Authorizing (A) Rejection of Certain Unexpired Leases of Nonresidential Real Property Effective Nunc Pro Tunc to the Petition Date, (B) Abandonment of Any Personal Property Related Thereto, and (C) Granting Related Relief, the Debtors plan to reject all of their retail leases.

Property Address	City	State	Country	Owned or Leased
Store #7119 - 10800 W. Pico Boulevard, Space #129	Los Angeles	CA	USA	Leased
Store #6999 - 241 Fort Evans Road, NE, Suite #761	Leesburg	VA	USA	Leased
Store #6971 - 2700 Potomac Mills Circle, Suite #915	Woodbridge	VA	USA	Leased
Store #6967- 681 Leavesley Road, Suite #C-40	Gilroy	CA	USA	Leased
Store #6964 - 800 Steven B Tanger Boulevard, Suite #601	Commerce	GA	USA	Leased
Store #6953 - 3175 Outlet Drive, Suite #F 01B	Edinburgh	IN	USA	Leased
Store #6874 - 308 Stanley K. Tanger Boulevard, #308	Lancaster	PA	USA	Leased
Store #6828 - 1911 Leesburg Grove City Road, Space #535	Grove City	PA	USA	Leased
Store #2884 - 5709-60 Richmond Road, Space #45	Williamsburg	VA	USA	Leased
Store #2883 - 1500 Water Street, #B580	Laredo	TX	USA	Leased
Store #2880 - 350 84 th Street, SW, Suite 900	Bryon Center	MI	USA	Leased
Store #2878 - 455 Trolley Line Boulevard, Suite #715	Mashantucket	CT	USA	Leased
Store #2877 - 590 Bergen Town Center	Paramus	NJ	USA	Leased
Store #2876 - 5506 New Fashion Way, Space #310	Charlotte	NC	USA	Leased
Store #2875 - 3925 Eagan Outlets Parkway Building #400, Space #840	Eagan	MN	USA	Leased
Store #2872 - 200 Bass Pro Drive, Suite 210	Pearl	MS	USA	Leased
Store #2870 - 18521 Outlet Boulevard, Space 830	Chesterfield	MO	USA	Leased
Store #2868 - 4976 Premium Outlets, Suite 448	Chandler	AZ	USA	Leased
Store #2866 - 5D Sugarhollow Road, Space 835	Danbury	CT	USA	Leased
Store #2857 - 1254 Fording Island Road, Suite #275	Bluffton	SC	USA	Leased

Property Address	City	State	Country	Owned or Leased
Store #2855 - 4000 Arrowhead Boulevard, Suite #880	Mebane	NC	USA	Leased
Store #2847 - 971 Premium Outlet Drive, Suite #971	Monroe	OH	USA	Leased
Store #2827 - 29300 Hempstead Road, Suite #971	Cypress	TX	USA	Leased
Store #2820 - 2200 Tanger Boulevard, Suite #840	Washington	PA	USA	Leased
Store #2797 - 1583 The Arches Circle, Space #1583	Deer Park	NY	USA	Leased
Store #2791 - 7051 South Desert Boulevard, Suite #H836	Canutillo	TX	USA	Leased
Store #2784 - 2126 S. Atlantic Boulevard, Suite #2126	Monterey Park	CA	USA	Leased
Store #2766 - 706 Canal Street	New Orleans	LA	USA	Leased
Store #2762 - 4840 Tanger Outlet Boulevard, Suite #1090	North Charleston	SC	USA	Leased
Store #2760 - 10801 Corkscrew Road, Suite #164	Estero	FL	USA	Leased
Store #2750 - 124 North Michigan Avenue, #230	Atlantic City	NJ	USA	Leased
Store #2746 - 1 Premium Outlets Boulevard, Space #549	Tinton Falls	NJ	USA	Leased
Store #2742 - 11401 NW 12th Street, Space #288	Miami	FL	USA	Leased
Store #2724 - 1650 Premium Outlets Boulevard, Suite #1273	Aurora	IL	USA	Leased
Store #2723 - 10839 Kings Road, Space #735	Myrtle Beach	SC	USA	Leased
Store #2722 - 5000 Katy Mills Circle, Space #715	Katy	TX	USA	Leased
Store #2712 - 100 Citadel Drive, Suite # 432	Commerce	CA	USA	Leased
Store #2702 - 7000 Arundel Mills Circle, Suite #476B	Hanover	MD	USA	Leased
Store #2699 - 651 Kapkowski Road, Suite #2032	Elizabeth	NJ	USA	Leased
Store #2694 - 241 Fort Evans NE, Suite #761	Leesburg	VA	USA	Leased

Property Address	City	State	Country	Owned or Leased
Store #2691 - 4722 Baldwin Road, Space #206	Auburn Hills	MI	USA	Leased
Store #2676 - 199 Chalan San Antonio Ste 200	Tamuning	TX	GU	Leased
Store #2672 - 5630 Paseo Del Norte, Space #122D	Carlsbad	CA	USA	Leased
Store #2661 - 2700 State Road 16, Suite #804	St. Augustine	FL	USA	Leased
Store #2654 - 115 Premium Outlets Boulevard, #115	Hagerstown	MD	USA	Leased
Store #2628 - 1 Mills Circle, Suite #915	Ontario	CA	USA	Leased
Store #2626 - 94-796 Lumiaina Street, Suite #313	Waipahu	HI	USA	Leased
Store #2618 - 198 Great Mall Drive, #198	Milpitas	CA	USA	Leased
Store #2599 - 1000 Tanger Drive, Suite #222	Locust Grove	GA	USA	Leased
Store #2593 - 26 Outlet Square, Suite #114	Hershey	PA	USA	Leased
Store #2582 - 2125 Ralph Avenue	Brooklyn	NY	USA	Leased
Store #2574 - 527 Boston Post Road	Port Chester	NY	USA	Leased
Store #2563 - 2300 Tanger Boulevard, Suite #136	Gonzales	LA	USA	Leased
Store #2562 - 203 Tanger Mall Drive, #203	Riverhead	NY	USA	Leased
Store #2554 - 116 Stanley K. Tanger Boulevard, #116	Lancaster	PA	USA	Leased
Store #2516 - 13000 Folsom Boulevard, Space #805	Folsom	CA	USA	Leased
Store #2515 - 34986 Midway Outlet Drive, Suite #122	Rehoboth Beach	DE	USA	Leased
Store #2509 - 8325 Arroyo Circle, Suite #36	Gilroy	CA	USA	Leased
Store #2507 - 3939 IH 35 South, Suite #304	San Marcos	TX	USA	Leased
Store #2503 - 2700 Potomac Mills Circle, Suite 227	Woodbridge	VA	USA	Leased

Property Address	City	State	Country	Owned or Leased
Store #2502 - 12801 W. Sunrise Boulevard, Suite #435	Sunrise	FL	USA	Leased
Store #1680 - 455 Trolley Line Boulevard, Suite #770	Mashantucket	CT	USA	Leased
Store #1678 - 90-15 Queens Boulevard, Suite #2021	Elmhurst	NY	USA	Leased
Store #1675 - 5506 New Fashion Way- Space #365	Charlotte	NC	USA	Leased
Store #1672 - 2312 Grand Cypress Drive, Building 8- Space #852	Lutz	FL	USA	Leased
Store #1671 - 18521 Outlet Boulevard, Space #121	Chesterfield	MO	USA	Leased
Store #1661 - 419 Premium Outlet Drive, Suite #419	Monroe	OH	USA	Leased
Store #1653 - 29300 Hempstead Road, Suite #816	Cypress	TX	USA	Leased
Store #1649 - 2200 Tanger Boulevard, Suite #985	Washington	PA	USA	Leased
Store #1623 - 1 Premium Outlets Boulevard, Space #445	Tinton Falls	NJ	USA	Leased
655 Madison Avenue	New York	NY	USA	Leased

EXHIBIT J

Location of the Debtors' Substantial Assets, Books and Records, and Nature and Location of Debtors' Assets Outside the United States

Pursuant to LBR 1007-2(a)(10), the following provides the location of the Debtors' substantial assets, books and records, and the nature, location, and value of any assets held by the Debtors outside the territorial limits of the United States as of the Petition Date.

Debtors' Assets	Location
Books and Records; leased office space and various FF&E	Floor 12, Unit 01, GD Finance Center No. 3 Shizhu Road, Nan Cheng District Dongguan, China 523000
Books and Records; leased office space and various FF&E	10/F, Tower 1, Metroplaza 223 Hing Fong Road Kwai Fong, New Territories Hong Kong
Books and Records; leased office space and various FF&E	Units 1207-1217 12/F, Tower 1, Metroplaza 223 Hing Fong Road Kwai Fong, New Territories Hong Kong
Books and Records; leased office space and various FF&E	1446 Don Mills Road Toronto, ON M3B 3N6

EXHIBIT K

Summary of Legal Actions against the Debtors

Pursuant to Local Rule 1007-2(a)(11), to the best of the Debtors' knowledge, belief, and understanding, there are no material actions or proceedings pending or threatened against the Debtors or their properties where a judgment against the Debtors or a seizure of their property may be imminent as of the Petition Date.

EXHIBIT L

Debtors' Senior Management

Pursuant to Local Rule 1007-2(a)(12), the following provides the names of the individuals who constitute the Debtors' existing senior management, their tenure with the Debtors, and a brief summary of their responsibilities and relevant experience as of the Petition Date.

Name / Position	Relevant Experience / Responsibility	Tenure
<p>Ralph Schipani Chief Executive Officer</p>	<p>Mr. Schipani has served as interim CEO since May 15, 2015, and has been the CEO of Nine West Holdings, Inc. since January 12, 2017.</p> <p>Mr. Schipani is also a Managing Director with Alvarez & Marsal North America LLC ("<u>A&M</u>"). His primary areas of focus include interim management, the development and evaluation of strategic business plans, assessment of bankruptcy planning and strategy, and the development and negotiation of recapitalization strategies and refinancing plans, as well as plans of reorganization.</p> <p>Mr. Schipani has worked with companies across a variety of industries, including retail, consumer products, manufacturing, chemicals, and media services.</p> <p>Other notable engagements include Vertis Communications, a \$1 billion leading provider of marketing communication services, on out-of-court and ultimately Chapter 11 proceedings and Chemtura, a \$3 billion global specialty chemical company, which successfully emerged from bankruptcy after paying all creditors in full, along with providing a return to the pre-petition equity.</p> <p>Before joining A&M in 2007, Mr. Schipani spent three years in various management positions with Interstate Brands Corp. Previously, he was in the strategy practice at Accenture.</p> <p>Mr. Schipani received a bachelor's degree in business and economics from Lafayette College. He is a member of the Association of Insolvency and Restructuring Advisors.</p>	<p>4 years.</p>

Name / Position	Relevant Experience / Responsibility	Tenure
<p>Patricia Lind Senior Vice President and General Counsel</p>	<p>Ms. Lind has served as Senior Vice President and General Counsel for Nine West Holdings since August 2016. From July 2015 to August 2016, she served as Senior Vice President and Co-General Counsel at Nine West Holding's corporate predecessor, the Jones Group. From October 2000 to July 2015, Ms. Lind was Vice President and Associate General Counsel for the The Jones Group, Inc. During her time with Nine West Holdings, Inc. and The Jones Group, Inc., Ms. Lind has developed an expertise in employment law, real estate transactions, and litigation.</p> <p>Before joining The Jones Group, Inc. in 2000, Ms. Lind spent 17 years with Vedder Price, P.C., where she advised a diverse complement of companies with domestic and international operations, on general corporate, employment, real estate, civil litigation and mergers, acquisitions, contracts and other transactional matters.</p> <p>Ms. Lind received a bachelor's degree from Smith College, and received her Juris Doctorate from St. John's University College of Law.</p>	<p>17 years</p>
<p>James Capiola Chief Financial Officer and Executive Vice President of Operations</p>	<p>Mr. Capiola has served as Chief Financial Officer and Executive Vice President of Operations. He has been responsible for leading finance, planning and operational activities for Nine West Group. These include, Corporate Finance, Financial Planning & Analysis, Information Systems, Merchandise Planning and Allocations, Real Estate, Store Operations, Distribution and Strategic Planning.</p> <p>Prior to joining Nine West, Mr. Capiola had 10 years of experience in with retail, wholesale, consumer packaged goods and distribution companies.</p> <p>Mr. Capiola received a bachelor's degree from Boston College, and received his MBA from Iona College.</p>	<p>12 years</p>

Name / Position	Relevant Experience / Responsibility	Tenure
Karen Curione Treasurer	<p>Ms. Curione has served as Treasurer since January 2018. As Treasurer, Ms. Curione is the head of treasury functions and shared services financial operations. Prior to Treasurer, Ms. Curione was Vice President of Payment Services for Nine West from 2010 to 2017. Ms. Curione led the global treasury, cash management operations, accounts payable, accounts receivable, credit, collections, purchasing and payroll functions.</p> <p>Prior to her role at Nine West, Ms. Curione worked at Jones Apparel Group (the predecessor company to Nine West Holdings Inc.), first as a Retail Marketing Manager from 1998 to 2001, then as Retail Inventory Control Manager from 2001 to 2003, and then as Director in Accounts Payable from 2003 until 2010.</p> <p>Ms. Curione received her bachelor's degree from Temple University and her MBA from Holy Family University.</p>	19 years

EXHIBIT M

**Debtors' Payroll for the 30 Day Period Following the Filing of the
Debtors' Chapter 11 Petitions**

Pursuant to Local Rules 1007-2(b)(1)-(2)(A) and (C), the following provides, for the 30-day period following the Petition Date, the estimated amount of weekly payroll to the Debtors' employees (exclusive of officers, directors, and stockholders), the estimated amount paid and proposed to be paid to officers, stockholders, and directors, and the amount paid or proposed to be paid to financial and business consultants retained by Debtors.

Payments	Payment Amount
Payments to employees (not including officers, directors, and stockholders)	\$5.7 million
Payments to officers, directors, and stockholders	\$0.4 million
Payments to financial and business consultants	\$0.0 million

EXHIBIT N

**Debtors' Estimated Cash Receipts and Disbursements for the Thirty (30) Day Period
Following the Filing of the Chapter 11 Petitions**

Pursuant to Local Rule 1007-2(b)(3), the following provides, for the 30-day period following the Petition Date, the Debtors' estimated cash receipts and disbursements, net cash gain or loss, and obligations and receivables expected to accrue that remain unpaid, other than professional fees.

Type	Amount
Cash Receipts	\$101.6 million
Cash Disbursements	\$107.7 million
Net Cash Loss	\$(6.1) million
Unpaid Obligations (excluding professional fees)	\$79.8 million
Unpaid Receivables (excluding professional fees)	\$84.0 million

TAB D

Nine West Canada LP
Cash Flow Forecast for Period from April 8 to June 23, 2018

	Week Ending											Total
	Apr 14	Apr 21	Apr 28	May 05	May 12	May 19	May 26	Jun 02	Jun 09	Jun 16	Jun 23	
Receipts												
Retail Sales	\$ 480	\$ 883	\$ 1,004	\$ 1,063	\$ 1,205	\$ 1,176	\$ 1,026	\$ 973	\$ 916	\$ 828	\$ 747	10,300
Wholesale AR Collections & Sales	-	82	109	127	153	372	341	244	301	272	72	2,073
	480	965	1,113	1,191	1,358	1,548	1,367	1,217	1,217	1,099	819	12,373
Disbursements												
Payroll	-	(317)	-	(284)	-	(256)	-	(231)	-	(194)	-	(1,282)
Rent	(161)	-	-	(672)	-	-	-	(488)	-	-	-	(1,321)
Liquidation & other retail costs	(80)	(82)	(82)	(84)	(89)	(87)	(82)	(56)	(53)	(50)	(48)	(792)
General expenses and other	(63)	(78)	(63)	(63)	(63)	(78)	(63)	(63)	(63)	(78)	(50)	(720)
Freight, storage & fulfillment	(150)	(90)	(90)	(90)	(90)	(90)	(5)	(5)	(5)	(5)	-	(621)
GST/HST remitted	-	-	(186)	-	-	-	(207)	-	-	-	-	(393)
HST on Expenses	(48)	(47)	(47)	(42)	(41)	(30)	(28)	(29)	(24)	(23)	(20)	(379)
Supplier & other deposits	(225)	(163)	-	-	-	-	-	-	-	-	-	(388)
KERP	-	-	-	(1)	-	(7)	-	-	-	-	-	(8)
	(727)	(776)	(467)	(1,235)	(283)	(547)	(384)	(872)	(144)	(350)	(118)	(5,903)
Other disbursements												
Restructuring Fees	(140)	(125)	(125)	(85)	(75)	(75)	(70)	(97)	(65)	(65)	(55)	(977)
Net Cash Flow	\$ (387)	\$ 64	\$ 520	\$ (129)	\$ 1,000	\$ 926	\$ 913	\$ 248	\$ 1,008	\$ 685	\$ 646	\$ 5,493
Opening Cash	\$ 2,793	\$ 2,406	\$ 2,470	\$ 2,990	\$ 2,861	\$ 3,860	\$ 4,787	\$ 5,700	\$ 5,947	\$ 6,955	\$ 7,639	\$ 2,793
Net Cash Flow	(387)	64	520	(129)	1,000	926	913	248	1,008	685	646	5,493
Ending Cash	\$ 2,406	\$ 2,470	\$ 2,990	\$ 2,861	\$ 3,860	\$ 4,787	\$ 5,700	\$ 5,947	\$ 6,955	\$ 7,639	\$ 8,286	\$ 8,286

TAB 1

CONFIDENTIAL – APPENDIX “1”

(Subject to a request for a sealing order)

TAB 2

CONFIDENTIAL – APPENDIX “2”

(Subject to a request for a sealing order)

**IN THE MATTER OF THE NOTICES OF INTENTION TO MAKE A PROPOSAL OF
JONES CANADA, INC. AND NINE WEST CANADA LP**

Court File Nos. 31-2363758
31-2363759

**ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)
Proceedings commenced at Toronto**

**FIRST REPORT OF RICHTER ADVISORY GROUP INC.
IN ITS CAPACITY AS TRUSTEE
UNDER THE NOTICES OF INTENTION
TO MAKE A PROPOSAL OF
JONES CANADA, INC. AND NINE WEST CANADA LP**

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