Relates to Docket No. 466

Thomas E. Patterson
Robert J. Pfister
Sasha M. Gurvitz
KLEE, TUCHIN, BOGDANOFF & STERN LLP
1999 Avenue of the Stars, Thirty-Ninth Floor
Los Angeles, California 90067
Tel.: (310) 407-4000

Martin D. Singer
Todd S. Eagan
LAVELY & SINGER P.C.
2049 Century Park East, Suite 2400
Los Angeles, California 90067
Tel.: (310) 556-3501

Attorneys for Lubov Azria

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

In re:	Chapter 11
BCBG MAX AZRIA GROUP HOLDINGS, LLC, *et al.*,[1]	Case No. 17-10466 (SCC)
	Jointly Administered
Debtors.	

DECLARATION OF LUBOV AZRIA IN OPPOSITION TO DEBTORS' OBJECTION TO PROOF OF CLAIM NUMBER 746

I, Lubov Azria, declare as follows:

1. This declaration is submitted in opposition to *Debtors' Objection to Proof of Claim Number 746 Filed by Lubov Azria* [Docket No. 466] (the "Objection") and in further support of the administrative expense portion of proof of claim number 746 (the "Proof of Claim"). This declaration is based on my own personal knowledge, and if called as a witness, I could and would testify competently to the matters set forth herein.

[1] The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, are BCBG Max Azria Global Holdings, LLC (6857); BCBG Max Azria Group, LLC (5942); BCBG Max Azria Intermediate Holdings, LLC (3673); Max Rave, LLC (9200); and MLA Multibrand Holdings, LLC (3854). The location of the Debtors' service address is: 2761 Fruitland Avenue, Vernon, California 90058.

2. In 1991, I joined BCBG Max Azria (the "Company") as a designer, and was named Creative Director in 1996. In early 2015, the Company completed an out-of-court restructuring transaction that I understand was done in accordance with the terms of the Contribution Agreement dated as of January 26, 2015 (the "Contribution Agreement"), a true and correct copy of which (without schedules and exhibits) is attached hereto as **Exhibit 1**.

3. The Employment Agreement attached as Exhibit C to the Objection is a true and correct copy of my employment contract. The $5 million severance payment provided for in section 6 of the Employment Agreement was a heavily negotiated item in the agreement. It is and was specifically designed to serve as compensation for the termination of my employment relationship in the event that such relationship was terminated prior to the expiration of the full term of the Employment Agreement.

4. I upheld my end of the employment contract by performing my duties to the best of my ability. Nonetheless, I was fired by the Company after it entered bankruptcy, as part of the Debtors' reorganization efforts. Termination of my employment has caused me significant hardship, including because the Contribution Agreement purports to bar my employment throughout the fashion industry through January 2022 and contains a series of other onerous restrictions on my ability to earn my livelihood in my chosen profession (such as a ban on using my own name and likeness and even social media in connection with any future business endeavors for the foreseeable future).

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct. Executed this 18th day of July, 2017, at Los Angeles, California.

/s/ Lubov Azria
Lubov Azria

EXHIBIT 1

EXECUTION VERSION

CONTRIBUTION AGREEMENT

by and among

FASHION FUNDING, LLC

BCBG MAX AZRIA GLOBAL HOLDINGS, LLC,

MEMBERS PARTY HERETO,

solely for purposes of
Sections 2.2(b), 2.3, 2.4, 2.7, 3.2, 7.2, 7.3, 7.4, 7.5, 7.8, 7.11, 7.15, 9.1, 9.2 10.3, 10.4, 10.8 and 10.9 and Article VI, Article VIII and Article XI

THE GPIM LENDERS PARTY HERETO,

solely for purposes of Sections 2.8, 3.2(o), 5.5, 7.11, 7.12, 7.13, 7.14, 7.15, 11.8 and 11.13

THE STOCKHOLDERS PARTY HERETO

and

solely for purposes of Section 11.18

GLAC HOLDINGS, LLC

dated as of

January 26, 2015

TABLE OF CONTENTS

Page

ARTICLE VIII
CONDITIONS PRECEDENT TO THE OBLIGATIONS OF THE PARTIES

ARTICLE IX
TERMINATION

ARTICLE X
SURVIVAL AND INDEMNIFICATION

ARTICLE XI
MISCELLANEOUS

Exhibits:

INDEX OF DEFINED TERMS

CONTRIBUTION AGREEMENT

THIS CONTRIBUTION AGREEMENT (this "Agreement") is entered into as of January 26, 2015, by and among Fashion Funding, LLC, a Delaware limited liability company ("Investor"), BCBG Max Azria Global Holdings, LLC, a Delaware limited liability company (the "Company"), solely for purposes of Sections 2.2(b), 2.3, 2.4, 2.7, 3.2, 7.2, 7.3, 7.4, 7.5, 7.8, 7.11, 7.15, 9.1, 10.3, 10.4, 10.8 and 10.9 and Article VI, Article VIII and Article XI, the Persons identified as the GPIM Lenders on the signature pages hereto (the "GPIM Lenders"), each of the members of the Company listed on the signature pages hereto (the "Members"), solely for purposes of Sections 2.8, 3.2(o), 5.5, 7.11, 7.12, 7.13, 7.14, 7.15, 11.8 and 11.13, Max Azria and Lubov Azria (the "Stockholders"), and solely for purposes of Section 11.18, GLAC Holdings, LLC, a Delaware limited liability company ("Investor Guarantor").

W I T N E S S E T H:

WHEREAS, BCBG, MLA Multibrand Holdings, Inc., a Delaware corporation ("MLA"), BCBG MaxAzria International Holdings, Inc., a California corporation ("BCBG International"), and Max Rave, LLC, a Delaware limited liability company (together with BCBG, MLA and BCBG International, the "Credit Parties") are a party to that certain Amended and Restated Loan Agreement, dated as of August 3, 2010 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time), by and among the Credit Parties, the lenders party thereto and Bank of America, N.A. as administrative agent;

WHEREAS, the Credit Parties party thereto, the lenders party thereto and Guggenheim, as administrative agent, entered into that certain Third Amended and Restated Credit and Guaranty Agreement, dated as of August 28, 2012 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time prior to the Closing Date (as defined below), the "Existing Credit Agreement"), pursuant to which, among other things, certain loans have been made to BCBG Group (such loans which remain outstanding, the "Existing Term Loans");

WHEREAS, the Company indirectly owns all of the equity of BCBG Group and BCBG International;

WHEREAS, Investor shall make an investment in the Company in exchange for common equity of the Company on the terms and conditions set forth herein;

WHEREAS, the lenders of the Existing Term Loans will enter into an Exchange Agreement in a form and substance reasonably satisfactory to the GPIM Lenders and the Company (the "Exchange Agreement") with the Company and certain other parties whereby, among other things, (i) the GPIM Lenders will receive common equity and preferred equity of the Company (the "GPIM Units Issuance") and $250,000,000 in aggregate principal amount of term loans, under an amended and restated version of the Existing Credit Agreement in full satisfaction of all of the indebtedness outstanding and owed to the GPIM Lenders under the Existing Credit Agreement substantially concurrent with the Closing (as defined below) and amend certain terms of the Existing Credit Agreement as set forth in the term sheet attached as Exhibit H hereto and (ii) BCBG Group shall prepay a portion of the Existing Term Loans as

specified therein (such Existing Term Loans so prepaid, the "Discontinued Term Loans") and after giving effect to such prepayment, all Obligations (as defined in the Existing Credit Agreement) in respect of the Discontinued Term Loans shall be deemed repaid in full;

WHEREAS, the Company has procured a commitment letter (the "New Senior Secured Commitment Letter") from Midland National Life Insurance Company and North American Company for Life and Health Insurance (together, the "New Senior Secured Lender") pursuant to which the Senior Secured Lender has committed to lend up to $35,000,000 having a second lien priority on the collateral securing the ABL Financing (the financing contemplated by the New Senior Secured Commitment Letter, the "Senior Secured Financing); and

WHEREAS, pursuant to the terms of this Agreement and the Operating Agreement (defined below) (i) the Azria Debt (as defined below) will be cancelled in exchange for (A) 151,655 Series A Common Units and (B) a $10,000,000 cash payment from the Company and (ii) the Members' existing equity in the Company will be converted into an additional 48,345 Series A Common Units.

NOW, THEREFORE, in consideration of the promises and the covenants herein contained, and for other good and valuable consideration, the receipt, sufficiency and adequacy of which are hereby acknowledged, and intending to be legally bound, the parties hereto hereby agree as follows:

ARTICLE I
DEFINITIONS

1.1 Certain Definitions. The following terms shall have the meanings set forth below (and such meanings shall be equally applicable to both the singular and plural form of the terms defined, as the context may require):

"Actual Value" means, with respect to any Common Units subject to any indemnification claim against the Equity Indemnification Amount, the value of such Common Units calculated in good faith by the Board of Managers of the Company using an enterprise value for the Company Group equal to ten (10) times the EBITDA of the Company Group for the previous fiscal year. For the avoidance of doubt, the Actual Value of Common Units shall be used solely for purposes of determining the right to control Third-Party Claims pursuant to Section 10.5(c) and shall in no way limit the provisions of Section 10.6(e) with respect to the valuation of Common Units for the purpose of satisfying indemnification claims against the Equity Indemnification Amount.

"Additional ABL Availability" means, on the Closing Date, the excess of (i) the total availability that would then exist under the ABL Senior Credit Agreement if such agreement were in effect at such time over (ii) total availability under the Existing ABL Credit Agreement, in each case, without giving regard to any outstanding credit extensions under either such agreement and after giving full effect to any then applicable eligibility, availability or other reserves (including any minimum excess availability requirement). For the avoidance of doubt, total availability under the ABL Senior Credit Agreement shall be determined prior to giving effect to any payments contemplated by this Agreement (including the repayment of amounts to the lenders under the Existing ABL Credit Agreement or repayment of any Indebtedness

pursuant to Section 3.2 (including the payment to Azria Enterprises contemplated by Section 3.2(k)), any transaction expenses pursuant to Section 2.7, any Overdue Payables, or any other amounts paid by the Company) with proceeds of the transactions contemplated by this Agreement.

"Affiliate" means (a) as to any Person, (x) any Person which directly or indirectly controls, is controlled by, or is under common control with such Person or (y) any Person who is a director, officer, partner or principal of such Person or of any Person which directly or indirectly controls, is controlled by, or is under common control with such Person, (b) as to any individual, any Immediate Family Member of such individual, or a trust or family limited partnership, or other similar structure for the benefit of such individual or an Immediate Family Member of such individual and (c) as to any trust or family limited partnership, any Person that is a trustee, beneficiary, settlor or partner of such trust or family limited partnership or any Immediate Family Member of such trustee, beneficiary, settlor or partner. For purposes of this definition, "control" of a Person shall mean the power, direct or indirect, to direct or cause the direction of the management, policies, or investments of such Person whether by ownership of voting stock, by contract or otherwise.

"Aggregate Investor Investment" means an amount equal to $100,000,000.

"Antitrust Laws" mean the HSR Act, the Sherman Act, the Clayton Act, the Federal Trade Commission Act, and any other United States federal or state or foreign statutes, rules, regulations, orders, decrees, administrative or judicial doctrines or other Laws that are designed to prohibit, restrict or regulate actions having the purpose or effect of monopolization or restraint of trade.

"AZ6" means AZ6, LLC, a Delaware limited liability company (formerly known as BCBG MaxAzria Holdings, Inc., a California corporation).

"Azria Enterprises" means Azria Enterprises, Inc., a California corporation.

"Azria Marks" mean the Marks registered, applied for or used by any member of the Company Group that contain or comprise Max Azria's or Lubov Azria's personal name or any variation, abbreviation or portion thereof.

"BCBG" means BCBG Group and AZ6.

"BCBG Group" means BCBG Max Azria Group, LLC, a Delaware limited liability company (formerly known as BCBG Max Azria Group, Inc., a California corporation).

"Business Covenants" mean the covenants set forth in Section 2.8 (Use of the Publicity Rights), Section 7.12 (Non-Solicitation; Non-Compete) and Section 7.13 (Protection of Company Goodwill and Azria Marks).

"Business Day" means any day other than a Saturday, Sunday, or other day on which banking institutions in the State of New York are authorized or required by Law to close.

"Canada Guarantee" means the guarantee of 35% of the indebtedness of 3356302, Canada Inc.

"Carlton Agreement" means that certain Exclusive Debt Advisory Agreement dated June 12, 2012 between The Carlton Group, Ltd and BCBG Max Azria Group, Inc.

"Cash" means all cash and cash equivalents of the Company Group, calculated in accordance with GAAP.

"Certain Leases" mean those Leases listed on Schedule 1.1(a), as to which no consent will be obtained with respect to the execution of this Agreement or the consummation of the transactions contemplated by this Agreement.

"Cash Indemnification Amount" means $2,000,000 plus 30% of any cash received by the Members in respect of distributions pursuant to Section 7.1(b)(iv) of the Operating Agreement or any Additional Azria Cash Payment (as defined in the Operating Agreement).

"Cash Payment Default Value" means, with respect to claims that are satisfied pursuant to Section 10.6(d), a deemed value per Common Unit equal to $250, which amount shall be proportionately adjusted in the event the Company pays a dividend or makes any other distribution on the Common Units, in each case, payable in Common Units or other equity securities, subdivides (by any unit split, recapitalization or otherwise) its outstanding Common Units into a greater number of units, or combines (by combination, reverse unit split or otherwise) its outstanding Common Units into a smaller number of units. For the avoidance of doubt, the Cash Payment Default Value of the Common Units is a hypothetical value agreed by the parties hereto solely for purposes of satisfying indemnification claims against the Cash Indemnification Amount or the Super Fundamental Cash Indemnification Amount and shall not be used as evidence of the actual value of the Common Units as of Closing.

"Code" means the Internal Revenue Code of 1986, as amended.

"Common Indemnified Parties" means (i) Investor and its directors, officers, employees, Affiliates (including, from and after the Closing, the Company and its Subsidiaries), stockholders, agents, attorneys, Representatives, successors and permitted assigns and (ii) the GPIM Lenders (in their capacity as acquirors of Common Units pursuant to the Exchange Agreement, and not as lenders or holders of Preferred Units) and their respective directors, officers, employees, Affiliates (including, from and after the Closing, the Company and its Subsidiaries), stockholders, agents, attorneys, Representatives, successors and permitted assigns.

"Common Units " means the Series A Common Units, the Series B Common Units and the Series C Common Units, as applicable.

"Company Group" means the Company and its Subsidiaries.

"Covenant Period" means the period of commencing on the date hereof and ending on January 3, 2022.

"Debt Financing Sources" mean the GPIM Lenders and the New Senior Secured Lender.

"EBITDA" means, with respect to the previous fiscal year, the Net Income for the previous fiscal year plus (a) without duplication and to the extent deducted in determining Net Income for the previous fiscal year, the sum of (i) the Interest Expense for the previous fiscal year, (ii) the tax expenses of the Company and its Subsidiaries for the previous fiscal year, (iii) the depreciation and amortization expense for the previous fiscal year, (iv) non-cash items of expense for the previous fiscal year related to (1) impairment of property and equipment, (2) impairment of intangible assets, (3) loss on disposal of property and equipment or intangible assets, (4) loss on debt modification or extinguishment or (5) foreign exchange net loss, (v) all expenses incurred (including fees and charges of legal counsel, financial advisors, bankers and consultants) in connection with (A) the incurrence, prepayment, amendment (obtained on or prior to the Closing Date) or refinancing of Indebtedness or any forbearance or waiver relating thereto (obtained on or prior to the Closing Date), (B) any equity issuance (including the issuance of Common Units and Preferred Units as contemplated hereby) or (C) any acquisition (including the transactions contemplated hereby) or any disposition (only to the extent such expenses exceed disposition proceeds included in Net Income), in each case, without regard to whether such transaction is consummated, (vi) all fees paid to Members or Managers (each, as defined in the Operating Agreement) or their Affiliates at or after Closing (excluding the payment of any fees, costs or expenses to Azria Enterprises, AZ6 or any of their respective Affiliates, stockholders, representatives or Immediate Family Members) and (vii) all extraordinary items of expense for the previous fiscal year, minus (b) without duplication and to the extent included in determining Net Income for the previous fiscal year, the sum of (i) all non-cash items of income or gain for the previous fiscal year, (ii) gains on disposal of property and equipment or intangible assets (other than sales of inventory or licensing of intellectual property in the ordinary course) and (iii) all extraordinary items of income or gain for the previous fiscal year. All elements of EBITDA shall be calculated based on the consolidated audited financial statements of the Company and its Subsidiaries for the previous fiscal year, which shall be prepared in accordance with GAAP applied on a consistent basis. Notwithstanding the foregoing, for purposes of this Agreement and the Operating Agreement EBITDA shall be adjusted as determined by the Board of Managers of the Company in its reasonable discretion to exclude the impact on EBITDA of any material acquisition of assets, other than acquisitions of inventory and raw materials in the ordinary course of business.

"Employment Agreements" mean the Lubov Azria Employment Agreement and the Max Azria Employment Agreement.

"Environment" means any environmental medium or natural resource, including ambient air, indoor air, surface water, groundwater, drinking water, sediment, surface and subsurface strata and plant and animal life including biota, fish and wildlife.

"Environmental Claims" mean any Proceedings or notices of noncompliance or violation by any Governmental Authority or Person alleging potential liability arising under, or violation of, any Environmental Law or Environmental Permit.

"Environmental Laws" mean any applicable federal, state, provincial, local or municipal statute, Law, rule, regulation, ordinance, code or rule of common law and any legally binding

judicial or administrative interpretation thereof including any judicial or administrative order, consent decree or judgment, relating to pollution, protection of the Environment or natural resources or human health or safety (as such human health and safety matters relate to any Hazardous Substance), including any Law relating to the use, transportation, storage, disposal, release or threatened release of any Hazardous Substance.

"Equity Indemnification Amount" means 60,000 Series A Common Units plus 30% of any additional Series A Common Units acquired by the Azria Members (as defined in the Operating Agreement) pursuant to Section 3.1(f) (Unit Ownership Adjustment) of the Operating Agreement, which amount shall be proportionately adjusted in the event the Company undertakes any Stock Split

"ERISA" means the Employee Retirement Income Security Act of 1974, as amended.

"Excluded Social Media Assets" mean those Social Media accounts listed on Schedule 4.17(a)(ii)(A).

"Existing ABL Credit Agreement" means the Amended and Restated Loan Agreement dated as of August 3, 2010, among BCBG Group, BCBG Canada, lenders party thereto, Bank of America, N.A. as administrative agent and issuing bank, and each of the other agents party thereto (as amended, supplemented or modified from time to time prior to the date hereof).

"Fundamental Representations" mean the Super Fundamental Representations and the representations and warranties of the Company set forth in Sections 4.1 (Organization; Good Standing; Power and Qualification), 4.3(d) – 4.3(e) (Capitalization; Indebtedness), 4.4(a) (Due Authorization; Consents and Approvals; No Conflict) and the representations and warranties of Investor set forth in Section 5.1 (Organization and Qualification), Section 5.2(a) (Due Authorization; Consents and Approvals) and Section 5.4 (Brokers).

"GAAP" means United States generally accepted accounting principles.

"Government Entity" means any foreign government, any political subdivision thereof, or any corporation or other entity owned or controlled in whole or in part by any government or any sovereign wealth fund, excluding entities related to the government of the United States.

"Governmental Authority" means any nation or government, any state, province or other political subdivision thereof, any entity exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government, or any government authority, agency, department, board, tribunal, commission or instrumentality of the United States, any foreign government, any state of the United States, or any municipality or other political subdivision thereof, and any court, tribunal or arbitrator(s) of competent jurisdiction, and any governmental or non-governmental self-regulatory organization, agency or authority.

"Government Official" means any officer or employee of a Government Entity or any department, agency, or instrumentality thereof, or of a public international organization, or any person acting in an official capacity for or on behalf of any such government or department, agency, or instrumentality, or for or on behalf of any such public international organization, or

any political party, party official, or candidate thereof, excluding officials related to the government of the United States.

"Guggenheim" means Guggenheim Corporate Funding, LLC.

"Hazardous Substance" means any substance, material or waste that is regulated, classified, or otherwise characterized under or pursuant to any Environmental Law as "hazardous," "toxic," "pollutant," "contaminant," "radioactive," or words of similar meaning or effect, including petroleum and its by-products, asbestos, polychlorinated biphenyls, radon, mold and urea formaldehyde insulation.

"HSR Act" means the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended.

"Immediate Family Member" means, as to any individual Person, that Person's spouse, sibling, child, step child, grandchild, or parent, or the spouse of any of the foregoing.

"Indebtedness" means, without duplication, the outstanding principal amount of, accrued and unpaid interest on, and other monetary or payment obligations arising under, any obligations of any member of the Company Group consisting of (i) indebtedness, whether or not contingent, for borrowed money or indebtedness issued or incurred in substitution or exchange for indebtedness for borrowed money, (ii) liabilities and contingent liabilities for deferred and unpaid purchase price for property, assets or services, including all seller notes and "earn-out" payments (valued at the maximum potential payment for such earn-out), (iii) indebtedness evidenced by any note, bond, debenture, mortgage or other debt instrument or debt security, (iv) all obligations with respect to interest rate swaps, collars, caps, hedging and other derivative and similar arrangements (valued at the termination date thereof), including all obligations or unrealized Losses of any Person pursuant to hedging or foreign exchange arrangements, (v) obligations under any performance bond or letter of credit, but only to the extent drawn or called prior to the Closing Date, (vi) obligations required to be recorded as capitalized leases under GAAP, (vii) accrued but unpaid bonuses or similar payments, and all related employer-paid Taxes, payable to current or former employees, directors or consultants of the Company Group, (viii) Overdue Payables, (ix) guarantees with respect to any indebtedness of any other Person of a type described in clauses (i) through (viii) above, and (x) for clauses (i) through (viii) above, all accrued interest thereon, if any, and any termination fees, prepayment penalties or premiums, "breakage" costs, fees and expenses or similar payments assuming the repayment of such Indebtedness on the Closing Date.

"Indemnity Amount" means the Cash Indemnification Amount and the Equity Indemnification Amount.

"Indemnification Value" means, with respect to claims that are satisfied pursuant to Section 10.6(b) or Section 10.6(e), a deemed value per Common Unit equal to $250, which amount shall be proportionately adjusted in the event the Company undertakes any Stock Split. For the avoidance of doubt, the Indemnification Value of the Common Units is a hypothetical value agreed by the parties hereto solely for purposes of satisfying indemnification claims

against the Equity Indemnification Amount and shall not be used as evidence of the actual value of the Common Units as of Closing.

"Intellectual Property" means all rights in and arising from: (a) patents and patent applications (and any reissues, reexaminations, divisionals, continuations, continuations-in-part and extensions thereof), (b) Marks, (c) copyrights, copyrightable works and all moral rights arising therefrom, (d) computer software, industrial designs, inventions, proprietary know-how, confidential business information, business methods, electronic databases, trade secrets, non-public processes, and other technology, (e) rights of privacy and publicity (including in connection with the use of the names, likenesses, signatures and biographical information of any natural Person), (f) Social Media usernames and accounts, including rights in all content thereon, and (g) all other intellectual property, in each case, whether protected or arising under the Laws of the United States or any other jurisdiction and including all applications and registrations of or related to the foregoing.

"Interest Expense" means, with respect to the previous fiscal year, the interest expense of the Company Group for the previous fiscal year in respect of indebtedness of the Company Group, including (to the extent treated as an expense for the previous fiscal year) (a) fees and expenses associated with the issuance of such indebtedness, whether or not consummated, and (b) annual agency fees paid to the administrative or other agent under any debt facilities of the Company Group.

"International Company Group" means the Company's non-U.S. Subsidiaries.

"IRS" means the Internal Revenue Service and any governmental body or agency succeeding to the functions thereof.

"Knowledge of the Company" means the actual knowledge of the following individuals: Max Azria, CEO; Lubov Azria, Chief Creative Officer; Brian Fleming, CFO; David Jehan, President, International Affiliates; Corinne Ariel, EVP of GMM; Donna Franco, EVP, Corporate Production; Martine Melloul, EVP; Richard Esposito, SVP & Chief Accounting Officer; Maryn Miller, SVP Legal, General Counsel; Billie Parsons, SVP Finance; Jun Ando, Representative Director/President, Japan (as to matters relating to Japan); Jean Talafré, Chief Executive Officer of BCBG Max Azria Canada Inc., (as to matters relating to Canada); Emmanuel Bazantay, President, Europe; Erica Choi, Senior Director of Operations; Mason Schultz, SVP of Store Operations; Sophie Rietdyk, President of Licensing and International (solely with respect to Sections 4.12 and 4.17); Anne Buchanan, SVP of Human Resources (solely with respect to Sections 4.12, 4.16, 4.19 and 4.20); Glenda Light, SVP of Planning and Strategy; Danny Moizel, SVP of Real Estate (solely with respect to Sections 4.7, 4.10, 4.12 and 4.21); and Yanick Turgeon, VP International Finance (solely with respect to Sections 4.3, 4.5, 4.11 and 4.18).

"Law" means any law, statute, code, ordinance, regulation or rule of any Governmental Authority.

"Lease Amendments" mean amendments to the leases listed on Schedule 1.1(b), in the form attached hereto as Exhibit A, and an amendment to the Vernon Lease in the form attached hereto as Exhibit B.

"Lien" means any security interest, lien, pledge, escrow, encumbrance, option, right of first offer, right of first refusal, preemptive right, rights-of-way encroachment of any nature whatsoever, mortgage, indenture, hypothecation, security interest, security agreement or other similar agreement, arrangement, contract, commitment, or obligation, whether written or oral, whether voluntarily incurred or arising by operation of Law, and whether or not relating in any way to credit or the borrowing of money, but excluding any restrictions on the transfer of a security solely as a result of federal or state securities laws.

"Line of Business" and "Lines of Business," respectively, mean, individually and collectively, the business(es) of, directly or indirectly, making, selling, offering for sale, distributing, reproducing, promoting and/or advertising any of the following goods and/or any services related thereto: apparel, intimates, eyewear, footwear, swimwear, handbags, small leather goods, accessories, jewelry, cosmetics, fragrances and home goods reasonably associated with premium lifestyle brands (e.g., linens).

"Losses" mean losses, liabilities, damages, judgments, awards, costs and expenses; provided, however, that in no event shall "Losses" include special, punitive or exemplary damages unless and only to the extent such damages are payable in connection with a third-party claim.

"Lubov Azria Employment Agreement" means the Employment Agreement to be entered into with Lubov Azria in the form attached hereto as Exhibit C.

"Lubov Azria Name Mark Rights" mean all right, title and interest in and to the names LUBOV, AZRIA, LUBOV AZRIA (and any confusingly similar variation, confusingly similar abbreviation or confusingly similar portion thereof) as Marks solely to the extent of, or in the same manner and for the same types and level of quality of products and services as, the Company Group's use of any such names as Marks prior to the date hereof in the Lines of Business.

"Lubov Azria Publicity Rights" mean the Publicity Rights of Lubov Azria, including in her name, voice, signature, photograph and/or likeness.

"Lubov Azria Social Media Assets" mean any and all rights in Social Media usernames or other similar account names and the associated social media accounts, in each case that are registered, operated or controlled by or on behalf of Lubov Azria and in existence as of the date hereof (including all content thereon), but expressly excluding the Excluded Social Media Assets.

"Marks" mean any and all business names, trademarks, trade names, service marks, service names, trade dress, brand names, corporate names, domain names, insignias, designations, logos, slogans and other source identifiers and general intangibles of like nature.

"Material Adverse Effect" means any event, condition, change, occurrence, development, circumstance or effect that, individually or in the aggregate, has had or would be reasonably likely to have a material adverse effect on (i) the business, operations, assets, liabilities or financial condition of the U.S. Company Group, taken as a whole, or the Company Group, taken

as a whole, or (ii) the ability of the Company to perform its obligations under this Agreement or to consummate the transactions contemplated by this Agreement; provided, however, that none of the following shall be deemed to constitute a Material Adverse Effect: (A) general political, economic or market conditions or general changes or developments in the industry in which the U.S. Company Group and/or the International Company Group, as applicable, operates, (B) acts of terrorism or war (whether or not declared), or natural disasters occurring after the date hereof, (C) the execution and delivery of this Agreement or the announcement or pendency of the transactions contemplated thereby, (D) changes in law or any applicable accounting regulations or principles or the interpretations thereof enacted after the date hereof, or (E) any failure by the U.S. Company Group and/or the International Company Group, as applicable, to meet internal revenue, earnings or other projections (provided, that, the underlying facts giving rise to such failure may be taken into account in determining whether a Material Adverse Effect has occurred), except in the cases of clauses (A) or (D), to the extent that the effects on the U.S. Company Group and/or the International Company Group, as applicable, taken as a whole, are materially disproportionate as compared to the effects on other participants in the industries in which the U.S. Company Group and/or the International Company Group, as applicable, operates and conducts its business.

"Material Representations" mean, collectively, the Fundamental Representations and the representations and warranties in Sections 4.6(a) (Litigation), 4.10 (Affiliate Agreements and Transactions) and 4.23 (Mega-Link).

"Max Azria Employment Agreement" means the Employment Agreement to be entered into with Max Azria in the form attached hereto as Exhibit D.

"Max Azria Publicity Rights" mean the Publicity Rights of Max Azria, including in his name, voice, signature, photograph and/or likeness.

"Max Azria Social Media Assets" mean any and all rights in Social Media usernames or other similar account names and the associated social media accounts, in each case, that are operated or controlled by or on behalf of Max Azria and in existence as of the date hereof (including all content thereon), but expressly excluding the Excluded Social Media Assets.

"Mega-Link Group" means Mega-Link International Holdings Limited, Mega-Link Asia Limited, Vision Manufacturing Co. Ltd, Odyssey Fashion Limited, Odyssey Garment Limited, Ewan Limited (JP), BCBG Lianda Garments Factory Limited and DG BCBG Lianda Garments Factory Limited and any of their respective Affiliates, and any of their and their Affiliates' stockholders, officers, members, partners or directors.

"Net Income" means, with respect to the previous fiscal year, the aggregate consolidated net income (or loss) from continuing operations of the Company Group as set forth on the consolidated audited financial statements of the Company Group for the previous fiscal year. Net Income shall not include (i) the effect of any changes in accounting principles or (ii) any gains or losses resulting from the Restructuring or the other transactions contemplated hereby.

"Non-Competition Agreement" means that certain Non-Competition Agreement, dated as of March 18, 2009, by and between Max Azria and Lubov Azria, on the one hand, and BCBG

Max Azria Group, Inc., BCBG MaxAzria Holdings, Inc., BCBG International, Max Rave, LLC, MLA Multibrand Holdings, Inc., and Street Beat Sportswear, Inc., on the other hand.

"Operating Agreement" means the Amended and Restated Limited Liability Company Agreement of the Company in the form attached hereto as Exhibit F.

"Overdue Payables" mean any cash overdrafts that are outstanding for one (1) or more days and payables that are overdue for one (1) or more days as calculated from the applicable due date for such payables.

"Permitted Liens" mean (i) those Liens set forth on Schedule 1.1(c) or in the Financial Statements; (ii) mechanics', carriers', workmen's, repairmen's or other like Liens arising or incurred in the ordinary course of business, which are not yet due and delinquent and which do not, individually or in the aggregate, materially impair the continued use and operation of the assets of the Company Group in the conduct of the business of the Company Group as conducted as of the date hereof; (iii) Liens arising under original purchase price conditional sales contracts and equipment leases with third parties entered into in the ordinary course of business; (iv) Liens for Taxes that are not due and payable or that are being contested in good faith by appropriate Proceedings, in each case, to the extent adequate reserves are established thereafter in accordance with GAAP; (v) all Liens securing outstanding Indebtedness of the Company Group that will be repaid or otherwise discharged at Closing; (vi) all liens listed on any title insurance policy provided to Investor prior to the date hereof; and (vii) imperfections of title or Liens (other than Liens securing Indebtedness), if any, that do not, individually or in the aggregate, materially impair the continued use and operation of the assets of the Company Group in the conduct of the business of the Company Group as conducted as of the date hereof.

"Permitted Social Media Assets" mean any Social Media accounts (i) where AZRIA, whether alone or in combination with other words (other than LUBOV AZRIA with respect to Lubov Azria) or any confusingly similar variation, confusingly similar abbreviation or confusingly similar portion thereof, is not contained in the username or other similar account name, if any, that is generally observable by other Persons without express permission, (ii) that are either (A) private and generally inaccessible by other Persons without express permission, (B) generally accessible by other Persons but would reasonably be construed by the general public as being the personal, non-commercial account of Max Azria or Lubov Azria, as applicable, or (C) generally accessible by other Persons but would reasonably be construed by the general public as being either (x) the personal account of Max Azria used primarily for Permitted Commercial Activities or (y) the personal account of Lubov Azria used primarily for commercial activities outside the Lines of Business, (iii) that would not reasonably be construed by the general public as being affiliated with or sponsored or endorsed by any member of the Company Group, and (iv) that would not reasonably be construed by the general public as being primarily related to goods and services within the Lines of Business.

"Person" means any individual, corporation (including any not for profit corporation), general or limited partnership, limited liability partnership, joint venture, estate, trust, firm, company (including any limited liability company or joint stock company), association, organization, entity or Governmental Authority.

"Preferred Unit" has the meaning set forth in the Operating Agreement.

"Proceeding" means any claim, action, suit, arbitration, inquiry, audit, proceeding or investigation, whether civil, criminal or administrative, by or before any Governmental Authority.

"Publicity Rights" mean, collectively, any rights of publicity or personality, including rights to make commercial use of an individual's name, voice or signature, photograph and other likeness.

"Representatives" mean, with respect to any Person, such Person's officers, directors, partners, members, managers, trustees, employees, accountants, attorneys, agents, consultants, advisors, investment bankers and financing sources (it being agreed that the Debt Financing Sources are not Representatives of Investor, the Company or the Members).

"SEC" means the U.S. Securities and Exchange Commission and any governmental body or agency succeeding to the functions thereof.

"Securities Act" means the Securities Act of 1933, as amended.

"Series A Common Unit " has the meaning set forth in the Operating Agreement.

"Series B Common Unit " has the meaning set forth in the Operating Agreement.

"Series C Common Unit " has the meaning set forth in the Operating Agreement.

"Services Agreement" means the Services Agreement, by and between the Company and an Affiliate of Investor, in the form attached hereto as Exhibit E.

"Similar Transaction" means any transaction or series of related transactions to effect (i) any issuance by the Company or any of its Affiliates of equity securities, any rights to acquire equity securities, or any securities convertible into equity securities, (ii) another substantial equity investment in the Company or its Affiliates, (iii) any equity recapitalization of the Company or its Affiliates, or (iv) a sale of any stock or assets of the Company or any of its Affiliates outside the ordinary course of business.

"Social Media" means Twitter, Facebook, MySpace, Reddit, YouTube, SecondLife, LinkedIn, Instagram and other social media and similar online or digital communities or networks, however accessed and whether now known or hereafter devised.

"Stock Split" means (i) any payment by the Company or the making by the Company of any other distribution on the Common Units, in each case, payable in Common Units or other equity securities, (ii) any subdivision (by any unit split, recapitalization or otherwise) of the Company's outstanding Common Units into a greater number of units, or (iii) any combination (by reverse unit split or otherwise) of the Company's outstanding Common Units into a smaller number of units.

"Subsidiaries" mean, with respect to any Person, any corporation, limited liability company, partnership, association, or other business entity of which (i) if a corporation, a majority of the total voting power of shares of stock entitled (without regard to the occurrence of any contingency) to vote in the election of directors is at the time owned, directly or indirectly, by such Person or one or more of the other Subsidiaries of such Person or a combination thereof or (ii) if a limited liability company, partnership, association, or other business entity (other than a corporation), a majority of the membership, partnership or other similar ownership interests thereof is at the time owned, directly or indirectly, by such Person or one or more Subsidiaries of such Person or a combination thereof, and for the purpose of this clause (ii), a Person or Persons own a majority ownership interest in such a business entity (other than a corporation) if such Person or Persons shall be allocated a majority of such business entity's gains or losses or shall be a, or control any, managing director or general partner of such business entity (other than a corporation).

"Super Fundamental Cash Indemnification Amount" means $10,000,000.

"Super Fundamental Equity Indemnification Amount" means, as of the date of any transfer required under Section 10.6, the Equity Indemnification Amount plus 90,000 Series A Common Units plus 45% of any additional Series A Common Units acquired by the Azria Members (as defined in the Operating Agreement) pursuant to Section 3.1(f) (Unit Ownership Adjustment) of the Operating Agreement, which amount shall be proportionately adjusted in the event the Company undertakes any Stock Split.

"Super Fundamental Indemnity Amount" means the Super Fundamental Cash Indemnification Amount and the Super Fundamental Equity Indemnification Amount.

"Super Fundamental Representations" mean the representations and warranties of the Company set forth in Sections 4.3(a) – (c) (Capitalization; Indebtedness), Section 4.9 (Restructuring) and Section 4.24 (Brokers).

"Tax" or "Taxes" means (i) all taxes, charges, fees, levies, penalties, additions or other assessments imposed by any foreign, federal, state or local taxing authority, including, but not limited to, income, excise, property, sales, use, transfer, franchise, privilege, payroll, withholding, value-added, social security or other taxes, including any interest, penalties or additions attributable thereto or attributable to any failure to comply with the filing requirements with respect to Form TD F 90-22.1 (Report of Foreign Bank and Financial Accounts) and (ii) any liability in respect of any items of any other Person described in clause (i) above payable by reason of contract, assumption, transferee or successor liability, operation of Law, Treasury Regulation Section 1.1502-6 (or any predecessor or successor thereof or any analogous or similar provision under state, local or foreign Law) or otherwise.

"Tax Indemnity Claim" means any claim for indemnity under Section 10.9.

"Tax Returns" mean all reports, estimates, declarations of estimated Tax, information statements and returns relating to, or required to be filed in connection with, any Taxes and any schedules attached to or amendments of (including refund claims with respect to) any of the foregoing.

"Transaction Agreements" mean, collectively, this Agreement, the Operating Agreement, the Employment Agreements, the Services Agreement, the Lease Amendments, the Exchange Agreement, the Amended & Restated Senior Credit Agreement and each other document, instrument, certificate, or agreement to be executed by the parties to effect the transactions contemplated by this Agreement.

"Treasury Regulation" means the U.S. Department of Treasury regulations promulgated under the Code.

"U.S. Company Group" means the Company and its U.S. Subsidiaries.

"Vernon Lease" means the lease, by and between Max Azria and the Company, relating to the premises located at 2525 Fruitland Avenue, including any amendments thereto or restatements thereof.

"Warrant Holders" mean Sands Point Funding Ltd., Copper River CLO Ltd., Kennecott Funding Ltd., 1888 Fund Ltd., Orpheus Funding LLC, Midland National Life Insurance Company, Midland National Life Insurance Company (BOLI), Midland National Life Insurance Company (Annuity), North American Company for Life and Health Insurance, North American Company for Life and Health Insurance (Annuity) and Security Benefit Life Insurance.

1.2 Construction.

(a) All References to "Annex," "Articles," "Sections," "Schedules," and "Exhibits" contained in this Agreement are, unless specifically indicated otherwise, references to articles, sections, schedules, or exhibits of or to this Agreement.

(b) As used in this Agreement, the following terms shall have the meanings indicated: (i) "day" means a calendar day; (ii) "U.S." or "United States" means the United States of America; (iii) "dollar" or "$" means lawful currency of the United States; (iv) "including" or "include" means "including without limitation"; (v) references in this Agreement to specific Laws (such as the DGCL, the Code, and ERISA), or to specific sections or provisions of Laws, apply to the respective U.S. or state Laws that bear the names so specified and to any succeeding Law, section, or provision corresponding thereto and the rules and regulations promulgated thereunder; and (vi) "delivered or made available to Investor" means made available to Investor in the Company Group's virtual data room or delivered to Investor or its Representatives via electronic mail.

ARTICLE II
RESTRUCTURING AND PURCHASE AND SALE OF UNITS

2.1 Restructuring. The Company and the Members hereby represent and warrant to Investor as of the date hereof that BCBG and the Members fully implemented and effected the restructuring steps and transactions set forth on Schedule 2.1 (the "Restructuring") prior to the date hereof, including (a) (i) the irrevocable transfer and assignment by Max Azria (on behalf of himself and his heirs, estates, successors and assigns) to AZ6, LLC, a Delaware limited liability company (formerly known as BCBG MaxAzria Holdings, Inc., a California corporation ("BCBG

Holdings")) ("AZ6") (collectively, the "Max Azria Property I Transfer"), and the subsequent transfer from AZ6 to the Company (collectively, the "Max Azria Property II Transfer"), of all of Max Azria's worldwide right, title and interest in and to both (A) the Max Azria Publicity Rights solely for use and exploitation within the Lines of Business and (B) the Max Azria Social Media Assets, and (ii) (A) the irrevocable transfer and assignment by Lubov Azria (on behalf of herself and her heirs, estates, successors and assigns) to AZ6 (collectively, including the grant of license pursuant to clause (ii)(B) below, the "Lubov Azria Property I Transfer," and together with the Max Azria Property I Transfer, the "Property I Transfers"), and the subsequent transfer from AZ6 to the Company (collectively, including the grant of license by AZ6 pursuant to clause (ii)(B) below, the "Lubov Azria Property II Transfer," and together with the Max Azria Property II Transfer, the "Property II Transfers"), of all of Lubov Azria's worldwide right, title and interest in and to (A) (1) the Lubov Azria Social Media Assets; and (2) the Lubov Azria Name Mark Rights; and (B) the irrevocable consent and grant of license by Lubov Azria (on behalf of herself and her heirs, estates, successors and assigns) to the non-exclusive use by AZ6 and to the right of AZ6 to irrevocably (on behalf of itself, Lubov Azria and her heirs, estates, successors and assigns) consent and grant an irrevocable license to the Company and any member of the Company Group of the Lubov Azria Publicity Rights in accordance herewith, and the subsequent consent and grant of license by AZ6 to the non-exclusive use by BCBG International and any member of the Company Group, of the Lubov Azria Publicity Rights on a perpetual, sublicensable, transferable, and worldwide basis solely to the extent of, or the same manner and for the same types and level of quality of products and services as, the Company Group's use of the Lubov Azria Publicity Rights prior to the date hereof, (b) the contributions (the "Pre-Closing Contributions") by (i) the prior shareholders of BCBG Group of their equity in BCBG Group to Azria Enterprises, and (ii) the prior shareholders of BCBG Holdings of their equity in BCBG Holdings to AZ6 Holdings, Inc., a California corporation, (c) the conversion of BCBG Holdings from a corporation to a limited liability company and the conversion of BCBG Group from a corporation to a limited liability company (collectively, the "Conversions") and (d) the contribution by Azria Enterprises and AZ6 of the equity of BCBG Group and BCBG International to the Company and the Property II Transfers, (collectively, the "Contributions") in exchange for 465,000 common units of the Company having the rights and preferences specified in the Limited Liability Company Agreement of the Company, dated as of January 3, 2014. The parties intend that (x) the Property I Transfers constitute tax free contributions described in Section 351 of the Code, (y) the Pre-Closing Contributions and the Conversions together constitute a reorganization described in Section 368(a)(1)(F) of the Code and (z) the Contributions constitute tax-free contributions described in Section 721 of the Code, and in each case no party shall take any position inconsistent with such treatment.

2.2 Contribution and Issuance of Units.

(a) On the terms and subject to the conditions set forth herein, at the Closing, the Company shall issue to Investor, and Investor shall purchase from the Company, 400,000 Series B Common Units. The parties hereto intend that the issuance of the Series B Common Units to Investor in exchange for the consideration constitutes a tax-free contribution described in Section 721 of the Code, and no party hereto shall take any position inconsistent with such treatment.

(b) On the terms and subject to the conditions set forth herein and in the Exchange Agreement, at the Closing, certain Existing Term Loans (the "Exchanged Term Loans") in the amounts set forth in the Exchange Agreement shall be contributed by the GPIM Lenders (or their designated Affiliates) to the Company and in exchange the Company shall issue to the GPIM Lenders (or their respective designated Affiliates) 400,000 Series C Common Units and 600,000 Preferred Units in the aggregate, with each GPIM Lender (or its designated Affiliate) receiving the number of Series C Common Units and the number of Preferred Units set forth opposite such Person's name in the Exchange Agreement. For the avoidance of doubt, the parties hereto intend that the issuance of the Series C Common Units and the Preferred Units to the GPIM Lenders (or their designated Affiliate) in exchange for consideration constitutes a tax-free contribution described in Section 721 of the Code, and no party hereto shall take any position inconsistent with such treatment. Further, the parties to this Agreement agree that the "liquidation value" (within the meaning of Treasury Regulation Section 1.108-8(b)(2)(iii)) of the Series C Common Units and the Preferred Units issued to the GPIM Lenders in exchange for the Exchanged Term Loans is equal to, in the aggregate, $250 million, and the parties further agree that, for purposes of determining the U.S. federal income tax consequences of the exchange of Exchanged Term Loans described in this Section 2.2(b), to treat the fair market value of $250 million face amount of the Exchanged Term Loans as being equal to the aggregate liquidation value of the Series C Common Units and the Preferred Units issued to the GPIM Lenders (or their designated Affiliate) in exchange for the Exchanged Term Loans. Notwithstanding anything to the contrary herein, the GPIM Lenders may designate a controlled investment Affiliate to which the Series C Common Units and the Preferred Units shall be issued and that will hold the Continuing Term Loans and the Operating Agreement shall be amended accordingly to reflect such designation.

(c) On the terms and subject to the conditions set forth herein, at the Closing, the Company shall (i) issue 197,472 Series A Common Units to Azria Enterprises and issue 2,528 Series A Common Units to AZ6, LLC and (ii) pay $10,000,000 in cash to Azria Enterprises pursuant to Sections 3.2(k) and 3.2(l) in exchange for the cancellation of the Azria Debt and the exchange of the Members' existing equity in the Company. The parties hereto intend that the issuance of the Series A Common Units to Azria Enterprises and AZ6 LLC, including the potential future cash payment from the Company pursuant to Section 7.1(c) of the Operating Agreement upon the terms and subject to the conditions set forth in the Operating Agreement, constitutes a tax-free contribution described in Section 721 of the Code, and no party hereto shall take any position inconsistent with such treatment. Further, the parties to this Agreement agree that the "liquidation value" (within the meaning of Treasury Regulation Section 1.108-8(b)(2)(iii)) of the Series A Common Units issued to Azria Enterprises in exchange for the cancellation of the Azria Debt is equal to, in the aggregate, $37,913,773, and the parties further agree that, for purposes of determining the U.S. federal income tax consequences of the exchange of Azria Debt described in this Section 2.2(c), to treat the fair market value of the Azria Debt as being equal to the liquidation value of the Series A Common Units issued to Azria Enterprises in exchange for the Azria Debt.

2.3 Issued Price. Investor shall pay the Company the Aggregate Investor Investment in exchange for the Series B Common Units. The issuance of the Series C Common Units and

the Preferred Units to the GPIM Lenders (or their designated Affiliate) will be made in exchange for the cancellation of certain Indebtedness pursuant to the Exchange Agreement.

2.4 Payment of Discontinued Term Loans. On the terms and subject to the conditions set forth herein and in the Exchange Agreement, at the Closing, each Person holding Discontinued Term Loans (other than Azria Enterprises) shall receive cash as prepayment of such Discontinued Term Loans in an amount set forth opposite such Person's name in the Exchange Agreement and the Obligations (as defined in the Existing Credit Agreement) in respect of such Person's Discontinued Term Loans shall be deemed thereby repaid in full.

2.5 Roll Over of Continuing Term Loans. On the terms and subject to the conditions set forth herein and in the Exchange Agreement, at the Closing, each of the parties hereto agrees that the Existing Term Loans other than the Exchanged Term Loans and the Discontinued Term Loans (the "Continuing Term Loans") shall remain outstanding as a single tranche of "Term Loans" under the Amended and Restated Senior Credit Agreement and the Obligations (as defined in the Existing Credit Agreement) in respect thereof shall remain outstanding as referred to herein and therein.

2.6 Termination of Warrants. Each of (x) that certain 2011 Warrant Agreement, dated as of January 2, 2014 (as amended to date), by and among Azria Enterprises, Inc., the Company and the purchasers party thereto and (y) that certain 2012 Warrant Agreement, dated as of January 2, 2014 (as amended to date), by and among Azria Enterprises, Inc., the Company and the purchasers party thereto shall be terminated concurrently with the Closing pursuant to the Exchange Agreement, and all Warrants shall be cancelled on the Closing Date for no additional consideration and that, at the request of the Members, each of the Warrant Holders shall provide all documents necessary to evidence its consent to the cancellation of the Warrants and shall take all such other actions as the Members may reasonably request in order to provide evidence of such consent of the Warrant Holders.

2.7 Expenses. At the Closing, the Company shall (a) reimburse Investor, the GPIM Lenders and their respective Affiliates for all reasonable and documented out-of-pocket fees, costs and expenses incurred in connection with or relating to the evaluation, negotiation and consummation of the transactions contemplated hereby (including fees, costs and expenses of attorneys, accountants, consultants, financial advisors, investment advisors, investment managers and any other representatives or advisors engaged by Investor, the GPIM Lender or any of their Affiliates), (b) reimburse the other Members for all, and pay for all of its, reasonable and documented out-of-pocket fees, costs and expenses incurred in connection with or relating to the evaluation, negotiation and consummation of the transactions contemplated hereby (including fees, costs and expenses of attorneys, accountants, consultants, financial advisors and any other advisors engaged by the Company, the other Members or their Affiliates) and (c) without duplication, reimburse the other parties to the Existing Agreement for all reasonable and documented out-of-pocket fees, costs and expenses incurred in connection with or relating to the evaluation, negotiation and consummation of the transactions contemplated thereby (including fees, costs and expenses of attorneys, accountants, consultants, financial advisors and any other advisors engaged by such Persons or any of their Affiliates), in each case, up to the amounts as set forth on Schedule 2.7.

2.8 Use of the Publicity Rights.

(a) Max Azria reserves for himself the right to use or exploit, or license the use or exploitation of, the Max Azria Publicity Rights outside of the Lines of Business in connection with (i) personal, non-commercial activities that are either (A) private and not reasonably able to be publicly observable (e.g., use of his signature on private correspondence and legal contracts, etc.), or (B) reasonably able to be publicly observable but not for any financial or economic compensation or consideration other than for payment or reimbursement for costs associated with his attendance or participation and, where appropriate, a participation or appearance fee (e.g., use of his name in connection with a charitable organization, speaking engagements, etc.), and (ii) subject to the provisos set forth at the end of this Section 2.8, real estate, residential and commercial properties, hotels, and restaurants, and, if approved, in writing by the Company in advance (in its sole discretion), other activities outside of the Lines of Business (collectively, all activities described under (ii), the "Permitted Commercial Activities"); provided, however, that any use of the Max Azria Publicity Rights (1) in connection with the Permitted Commercial Activities, or (2) in or on any advertising, marketing or promotional materials authorized by Max Azria to be used in connection with the activities contemplated by subsection (i)(B) of this Section 2.8(a), shall, in each case, at all times be accompanied by a clear and conspicuous written disclaimer of any affiliation with the Company, and provided further that neither (x) the words MAX, AZRIA or any confusingly similar variation, confusingly similar abbreviation or confusingly similar portion thereof nor (y) any of the Max Azria Publicity Rights shall, in either case, be used as part of a name of, primary branding of (including as branding on, a Mark in, or an otherwise prominent feature of any advertising, marketing or promotional materials) or Mark for any such real estate, residential and commercial properties, hotels, and/or restaurants.

(b) Notwithstanding any other provision of this Agreement: (i) in no event shall Max Azria (A) use or exploit, or authorize any other Person to use or exploit, the Max Azria Publicity Rights in connection with the sale, offer for sale, advertising, marketing, promotion or other exploitation of any content, goods or services in any of the following categories: gambling, sexually-oriented products or services, tobacco products, alcohol products (excluding for clarity, locations that serve or sell alcohol products), firearms, pornography, drugs, politics, profane language, graphic violence, and the depiction of body parts that might reasonably be considered obscene (collectively, the "Prohibited Categories") or (B) use, register, operate or control (or authorize any other Person to use, register, operate or control) any Social Media usernames or accounts other than Permitted Social Media Assets; and (ii) during the term of the Lubov Azria Employment Agreement and during the Covenant Period, Lubov Azria shall not (A) use or exploit, nor authorize any other Person to use or exploit, the Lubov Azria Publicity Rights in connection with the sale, offer for sale, advertising, marketing, promotion or other exploitation of any content, goods or services in any of the Prohibited Categories; or (B) use, register, operate or control (or authorize any other Person to use, register, operate or control) any Social Media usernames or accounts other than Permitted Social Media Assets.

ARTICLE III
CLOSING

3.1 Closing Date. The Closing of the purchase and sale of the Common Units and the Preferred Units (the "Closing" and, the date of such Closing, the "Closing Date"), shall take place at the offices of Davis Polk & Wardwell LLP, 450 Lexington Avenue, New York, New York, at 10:00 a.m. (Eastern Time) on February 2, 2015 so long as the conditions set forth in Article VIII have been satisfied or, to the extent permissible, waived by the party or parties entitled to the benefit thereof (other than those conditions that by their nature are to be satisfied at the Closing, but subject to the satisfaction or, to the extent permissible, waiver of such conditions at the Closing); *provided* that, if such conditions have not been satisfied or, to the extent permissible, waived by the party or parties entitled to the benefit thereof, prior to February 2, 2015, the Closing shall occur as soon as practicable after the satisfaction, or to the extent permissible, waiver by the party or parties entitled to the benefit thereof, of the conditions set forth in Article VIII (other than those conditions that by their nature are to be satisfied at the Closing, but subject to the satisfaction or, to the extent permissible, waiver of such conditions at the Closing).

3.2 Deliveries and Payments to be Made at the Closing. At the Closing, the following deliveries and payments shall be made by the parties hereto:

(a) The Company shall deliver copies of the organizational documents of each entity of the Company Group, certified by the relevant Governmental Authority and, except with respect to those entities not in good standing as disclosed on Schedule 4.2, a certificate of good standing from the relevant jurisdiction of organization dated within ten (10) days of the Closing Date.

(b) The Company shall deliver evidence that it obtained all consents set forth on Schedule 3.2(b).

(c) (i) The Members and the Company, as applicable, shall deliver to the other parties duly executed copies of each Transaction Agreement to which they or their Affiliates are a party, (ii) the Investor shall deliver to the other parties duly executed copies of each Transaction Agreement to which it is a party and a duly executed copy of the Services Agreement and (iii) each GPIM Lender shall deliver to the other parties duly executed copies of each Transaction Agreement to which it is a party.

(d) The Company shall deliver the Consolidated Financial Statements together with an audit report prepared by Ernst & Young, LLP or another nationally recognized accounting firm acceptable to Investor in its reasonable discretion.

(e) The Company shall deliver to Investor (i) the Lease Amendments and (ii) evidence in a form reasonably satisfactory to Investor that the Canada Guarantee has been terminated.

(f) Investor shall deliver to the Company cash equal to the payments contemplated by Section 2.3, which amounts shall be paid by wire transfer in immediately

available funds to an account or accounts designated by the Company not less than three (3) Business Days prior to the Closing Date.

(g) Azria Enterprises shall cancel the Warrants for no additional consideration.

(h) The Company shall deliver evidence reasonably satisfactory to the Investor that the Amended and Restated Senior Credit Agreement has been executed and delivered by the Credit Parties and each of the GPIM Lenders party thereto, and all conditions to the effectiveness of the refinancing transactions contemplated by the Amended and Restated Senior Credit Agreement shall have been waived or satisfied (or shall be waived or satisfied contemporaneously with the Closing), and the Amended and Restated Senior Credit Agreement is effective or shall become effective contemporaneously with the Closing.

(i) The Company shall deliver evidence reasonably satisfactory to the Investor and the GPIM Lenders that the ABL Senior Credit Agreement shall have been executed and delivered by BCBG Group, BCBG Max Azria Canada Inc. ("BCBG Canada"), Bank of America, N.A. and Merrill Lynch, Pierce, Fenner & Smith Incorporated, all conditions to funding thereunder have been waived or satisfied (or shall be waived or satisfied contemporaneously with the Closing) and the ABL Senior Credit Agreement is effective or shall become effective contemporaneously with the Closing.

(j) The Company shall deliver evidence reasonably satisfactory to the Investor and the GPIM Lenders that the New Senior Secured Facility shall have been executed and delivered by the New Senior Secured Lender, all conditions to funding thereunder shall have been waived or satisfied (or shall be waived or satisfied contemporaneously with the Closing) and the New Senior Secured Facility is effective or shall become effective contemporaneously with the Closing.

(k) All of the outstanding Indebtedness for borrowed money of the Company and its Affiliates owed to Azria Enterprises and its Affiliates (other than the Company and its Subsidiaries) listed (or required to be listed) on Schedule 4.10 (the "Azria Debt"), shall be cancelled in full in exchange for (i) an aggregate of 151,655 Series A Common Units having the rights and preferences set forth in the Operating Agreement and (ii) $10,000,000 payable by wire transfer of immediately available funds to an account designated by Azria Enterprises, and Azria Enterprises shall deliver a customary "payoff" letter in a form reasonably satisfactory to the Investor acknowledging that (A) the applicable documentation relating to the Azria Debt shall be terminated and the Company or its Subsidiaries (as applicable) shall be released from any and all liabilities and obligations thereunder, excluding those obligations that are specified in such documentation as surviving such agreement's termination and (B) any and all Liens related thereto shall be released.

(l) All of the existing equity interests of the Company held by the Members immediately prior to the Closing shall be diluted, exchanged or converted into an aggregate of 48,345 Series A Common Units having the rights and preferences set forth in the Operating Agreement.

(m) All Indebtedness for borrowed money of the Company and its Subsidiaries (other than the Azria Debt, Continuing Term Loans and Indebtedness that will be rolled over into the ABL Senior Credit Agreement and except as otherwise provided in the Exchange Agreement) shall be repaid in full and the Company shall deliver customary "payoff" letters executed by the applicable lenders in a form reasonably satisfactory to the Investor acknowledging that (A) the applicable documentation relating to such Indebtedness shall be terminated and the Company or its Subsidiaries (as applicable) shall be released from any and all liabilities and obligations thereunder, excluding those obligations that are specified in such documentation as surviving such agreement's termination and (B) any and all Liens related thereto shall be released, in each case, subject to repayment of the aggregate principal amount outstanding under the applicable debt facility.

(n) The Company shall reimburse the Investor, the GPIM Lenders, the Members and other Persons as required pursuant to Section 2.7.

(o) The Stockholder shall deliver evidence reasonably satisfactory to the Investor that the Contribution Agreement dated January 23, 2014 (the "Existing Agreement") by and among BCBG Funding LLC, the Company, the Members and the Stockholders has been terminated.

(p) The Company shall deliver evidence reasonably satisfactory to the Investor and the GPIM Lenders that the Non-Competition Agreement shall have been terminated.

ARTICLE IV
REPRESENTATIONS AND WARRANTIES OF THE COMPANY

Contemporaneously with the execution and delivery of this Agreement, the Company is delivering to Investor a disclosure schedule with numbered sections corresponding to the relevant sections in this Agreement (the "Disclosure Schedules"). For the purposes of the representations and warranties of the Company contained herein, disclosure in any section of the Disclosure Schedules shall qualify each other section of the Disclosure Schedules to the extent that it is reasonably apparent that such disclosure would apply to or qualify such other sections. Nothing in the Disclosure Schedules shall broaden the scope of any representation, warranty or covenant of the Company contained in this Agreement. The inclusion of any information in any section of the Disclosure Schedules (i) shall not be deemed to be an admission or evidence of the materiality of such item, nor shall it establish a standard of materiality for any purpose whatsoever, and (ii) does not represent a determination by the Company that such item did not arise in the ordinary course of business. Except as set forth in the Disclosure Schedules, the Company makes the following representations and warranties, on behalf of itself and its Subsidiaries:

4.1 Organization; Good Standing; Power and Qualification.

(a) As of the date hereof, the Company is a limited liability company duly incorporated, validly existing and in good standing under the laws of the State of Delaware and has all necessary corporate power and authority to own and operate its properties and assets, and

to carry on its business as presently conducted and is in good standing, in each jurisdiction where the character of the properties owned, leased or operated by it or the nature of its business makes such qualification or licensing necessary, except for any such failures to be so qualified or licensed and in good standing that would not reasonably be expected to be materially adverse to the Company Group, taken as a whole.

(b) As of the date hereof, except for common units of the Company, AZ6 has no assets, liabilities or contracts and has no employees. Prior to the Restructuring, AZ6 has never engaged in any operations or business other than its ownership of shares of BCBG International, except for ministerial matters.

(c) As of the Closing Date, the Company has not engaged in any operations or business other than its ownership of equity interests in BCBG Group and BCBG International.

4.2 Subsidiaries.

(a) Schedule 4.2 lists each direct and indirect Subsidiary of the Company. Except as set forth on Schedule 4.2, each Subsidiary of the Company is duly organized, validly existing and in good standing under the respective laws of such Subsidiary's jurisdiction of formation or organization and has all necessary power and authority to own and operate its properties and assets, and to carry on its business as presently conducted. Except as set forth on Schedule 4.2, each Subsidiary of the Company is duly qualified or licensed as an entity to do business, and is in good standing, in each jurisdiction where the character of the properties owned, leased or operated by it or the nature of its business makes such qualification or licensing necessary, except for any such failures to be so qualified or licensed and in good standing that would not reasonably be expected to be materially adverse to the Company Group, taken as a whole.

(b) All the outstanding shares of capital stock of, or other equity interests in, each Subsidiary have been duly authorized and validly issued and are fully paid and nonassessable and are owned, directly or indirectly, by one or more members of the Company Group free and clear of all Liens of any kind or nature whatsoever (including any restriction on the right to vote or transfer the same), other than Permitted Liens.

4.3 Capitalization; Indebtedness.

(a) Schedule 4.3(a) sets forth a complete, true and accurate list of (i) the authorized, issued and outstanding capital stock and equity securities of each member of the Company Group, (ii) all holders of the outstanding capital stock and equity securities of each member of the Company Group, and (iii) a summary by classification of all holders of all warrants (specifying the exercise price thereof), convertible securities and other rights of any kind which may afford any Person the right to acquire shares of any class of capital stock and units of any class of equity securities of each member of the Company Group. The offer, issuance and sale of such shares of capital stock or units of equity securities were made in compliance with all applicable foreign, federal and state securities Laws and all applicable preemptive and other similar rights.

(b) The aggregate number of Common Units and Preferred Units issued and outstanding as of immediately following the Closing shall be as set forth on the Schedule of Members attached to the Operating Agreement.

(c) All outstanding capital stock and equity securities of each member of the Company Group have been duly authorized, validly issued and are free of preemptive rights, and in the case of shares of capital stock are fully paid and nonassessable. Except as set forth on Schedule 4.3(a) or pursuant to the Operating Agreement, there are no outstanding options, warrants, rights (including conversion or preemptive rights and rights of first refusal or similar rights) or agreements, orally or in writing, to purchase or acquire from any member of the Company Group any shares of capital stock or equity securities, or any securities convertible into or exchangeable for shares of capital stock or equity securities. Except for the Operating Agreement and the organizational documents of each member of the Company Group, there are no voting trusts, irrevocable proxies or other contracts or understandings to which any member of the Company Group or any shareholder or member thereof is a party or is bound with respect to the voting or consent of any shares of capital stock or equity securities of the Company Group.

(d) Except as set forth on Schedule 4.3(d), there are no obligations, contingent or otherwise, of any member of the Company Group to provide funds to, or make any investment in (in the form of a loan, capital contribution or otherwise), or provide any guarantee with respect to the obligations of, any Person and there are no bonds, debentures, notes or other indebtedness of any member of the Company Group having the right to vote or consent (or that are convertible into, or exchangeable for, shares of capital stock or any equity securities having the right to vote or consent) on any matters on which the shareholders, members or other equity holders of any member of the Company Group may vote.

(e) Except as set forth on Schedule 4.3(e), (i) as of the date of hereof, except with respect to Overdue Payables, none of the members of the Company Group has any Indebtedness and (ii) as of January 21, 2015, none of the members of the Company Group has any Overdue Payables.

4.4 Due Authorization; Consents and Approvals; No Conflict.

(a) The Company has full limited liability company power and authority and has taken all required action on its part (including board and member approval) necessary to permit it to execute and deliver, and to carry out the terms of, this Agreement and each of the Transaction Agreements to which it is a party, including the issuance at the Closing of the Common Units. All actions on the part of the officers of each member of the Company Group necessary for the execution and delivery of the Transaction Agreements by each member of the Company Group party thereto and the performance of all obligations of each such member of the Company Group under the Transaction Agreements to be performed as of the Closing have been taken prior to the Closing. Each Transaction Agreement, when executed and delivered by each member of the Company Group party thereto, shall constitute valid and legally binding obligations of each such member of the Company Group party thereto, enforceable against each such member of the Company Group in accordance with its respective terms except as enforcement may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting creditors' rights generally and by general principles of equity

(regardless of whether considered in a Proceeding in equity or at law) (collectively, the "Equitable Exceptions").

(b) Except for applicable requirements of Antitrust Laws or as otherwise set forth on Schedule 4.4(b), no authorization or approval or other action by, and no notice to or filing with, any Governmental Authority is required to be obtained or made by the Company or its Affiliates in connection with their execution, delivery and performance of this Agreement and the consummation by them of the transactions contemplated by this Agreement; provided, however, that no representation and warranty is made with respect to authorizations, approvals, notices or filings with any Governmental Authority that, if not obtained or made, would not reasonably be expected, individually or in the aggregate, to impair materially the ability of the Company to effect the transactions contemplated by this Agreement.

(c) Except as set forth on Schedule 4.4(c), none of the execution and delivery of this Agreement by the Company or the consummation by the Company of the transactions contemplated by this Agreement, or compliance by the Company with any of the terms or provisions of this Agreement will (i) conflict with or violate any provision of the certificate of incorporation, certificate of formation or certificate of limited partnership, and the bylaws, limited liability company agreement or limited partnership agreement, as applicable, of the members of the Company Group or (ii) assuming that the authorizations, consents and approvals referred to in this Agreement are obtained and the filings referred to in this Agreement are made and except for Certain Leases, (x) violate any Law, judgment, writ or injunction of any Governmental Authority applicable to the Company Group or their respective properties or assets, or (y) violate, conflict with, result in the loss of any benefit under, constitute a default (or an event which, with notice or lapse of time, or both, would constitute a default) under, result in the termination of or a right of termination or cancellation under, accelerate the performance required by, or result in the creation of any Lien upon any of the respective properties or assets of, the members of the Company Group under, any of the terms, conditions or provisions of any loan or credit agreement, debenture, note, bond, mortgage, indenture, deed of trust, license, lease, contract or other agreement, instrument or obligation (each, a "Contract") or Permit, to which any member of the Company Group is a party, or by which they or their respective properties or assets may be bound or affected except, in the case of clauses (x) and (y), for such violations, conflicts, losses, defaults, terminations, cancellations, accelerations or Liens as, individually or in the aggregate, would not reasonably be expected to be materially adverse to the Company Group, taken as a whole.

4.5 Absence of Certain Changes or Events. Except as set forth on Schedule 4.5 and except for delays and defaults in the payment of accounts payable of the Company Group and other matters related to, to the extent resulting from or caused, in whole or in part, by the limited liquidity of the Company Group, since the Balance Sheet Date the Company Group has conducted its business in the ordinary course of business consistent with past practice and has not taken any action that, if taken after the date hereof and prior to the Closing Date, would require the Investor's consent pursuant to Section 7.1. Except as set forth on Schedule 4.5, since the Balance Sheet Date there has not been or occurred any event, condition, change, occurrence or development that, individually or in the aggregate, has had or would reasonably be expected to have a Material Adverse Effect.

4.6 Litigation; Compliance with Law.

(a) Except as set forth on Schedule 4.6(a), there is no Proceeding pending, or to the Knowledge of the Company, threatened against any member of the Company Group or their respective properties or assets, or otherwise involving any member of the Company Group or any of their respective directors, officers or employees (in their capacities as such) that would reasonably be expected to (i) result in an additional liability to the Company Group not already recorded or reserved for in its Financial Statements in excess of $100,000, (ii) result in material injunctive or other non-monetary relief against any member of the Company Group, or (iii) prevent or materially delay the transactions contemplated by this Agreement. As of the date hereof, no member of the Company Group is subject to any unsatisfied order, judgment, injunction, ruling, decision, award or decree of any Governmental Authority. There is no material Proceeding pending that was initiated by any member of the Company Group, and no member of the Company Group intends to initiate any such Proceeding. Except as set forth in Schedule 4.6(a), in the last three (3) years, no member of the Company Group has entered into any settlement agreement, consented to judgment or received an adverse ruling with respect to any Proceeding (or series of related Proceedings) that resulted in a liability to the Company Group of in excess of $100,000 or any material injunctive or non-monetary relief against any member of the Company Group.

(b) Except as set forth on Schedule 4.6(b), each member of the Company Group is, and for the last three (3) years has been, in compliance in all respects with all applicable Laws, except for any such noncompliance that has not been and would not reasonably be expected to be materially adverse to the Company Group, taken as a whole. Except as set forth on Schedule 4.6(b), no member of the Company Group has received any written notification or communication from any Governmental Authority that has not yet been resolved asserting that any member of the Company Group is not in compliance with any applicable Law, except for any such noncompliance that would not reasonably be expected to be materially adverse to the Company Group, taken as a whole.

(c) No member of the Company Group nor any Affiliate thereof acting on behalf of any member of the Company Group has in the past three (3) years, directly or indirectly, in connection with the business of the Company Group:

(i) made, offered or promised to make or offer any payment, loan or transfer of anything of value, including any reward, advantage or benefit of any kind, to or for the benefit of any Government Official, candidate for public office, political party or political campaign, for the purpose of unlawfully (i) influencing any act or decision of such Government Official, candidate, party or campaign, (ii) inducing such Government Official, candidate, party or campaign to do or omit to do any act in violation of a lawful duty, (iii) obtaining or retaining business for or with any person, (iv) expediting or securing the performance of official acts of a routine nature, or (v) otherwise securing any improper advantage;

(ii) paid, offered or promised to pay or offer any unlawful bribe, payoff, influence payment, kickback, rebate, or other similar unlawful payment of any nature;

(iii) made, offered or promised to make or offer any unlawful contributions, gifts, entertainment or other unlawful expenditures;

(iv) established or maintained any unlawful fund of corporate monies or other properties;

(v) created or caused the creation of any false or inaccurate books and records related to any of the foregoing; or

(vi) otherwise violated any provision of the Foreign Corrupt Practices Act of 1977, 15 U.S.C. §§ 78dd-1, et seq., or any other applicable anti-corruption or anti-bribery Law, except for violations as would not, in the aggregate, reasonably be expected to be materially adverse to the Company Group, taken as a whole.

(d) Each member of the Company Group is, and for the past three (3) years has been, in compliance in all material respects with United States and other applicable customs Laws and with all federal and other applicable export and import control Laws, including those administered by the United States Department of Commerce and the United States Department of State, and with all United States and other applicable economic sanctions, anti-terrorism, and related measures, including those administered by the United States Department of Treasury and the United States Department of Commerce.

(e) Except as set forth on Schedule 4.6(e), no member of the Company Group is party to any Contract (other than Permits) with a Governmental Authority.

4.7 Real Property; Tangible Personal Property.

(a) Schedule 4.7(a) sets forth a complete and accurate list as of the date hereof of all of the real property owned by members of the Company Group (such real property, collectively, the "Owned Real Property"). The Company Group has good and valid, fee simple title to the Owned Real Property free and clear of any Liens other than Permitted Liens. The Company has delivered or made available to Investor, prior to the date hereof, true, correct and complete copies of the most recent title insurance policies, title insurance commitments, title reports and surveys for the Owned Real Property in the Company Group's possession.

(b) Schedule 4.7(b) contains a complete and accurate list as of the date hereof of (i) all real property leased, subleased or licensed by the members of the Company Group as lessees, sublessees or licensees (such real property, collectively, the "Leased Real Property," and together with the Owned Real Property, the "Real Property"), and (ii) all leases, subleases and licenses of the Leased Real Property under which any member of the Company Group is the tenant, subtenant or licensee with respect to the Leased Real Property and all subleases and licenses of the Leased Real Property under which any member of the Company Group is the sublandlord or licensor with respect to the Leased Real Property (all such leases, subleases and licenses and any related documents listed or required to be listed on Schedule 4.7(b), collectively, in each case, as the same may have been amended, supplemented or otherwise modified, the "Leases"). The members of the Company Group have valid leasehold interests in

the Leased Real Property free and clear of any Liens other than Permitted Liens, except where the failure to have such valid leasehold interests would not, individually or in the aggregate, reasonably be expected to be material to the Company Group, taken as a whole. The Company has delivered or made available to Investor, prior to the date hereof, true, correct and complete copies of all Leases. With respect to the Leases, except as set forth on Schedule 4.7(b), none of the members of the Company Group or, to the Knowledge of the Company, any other party to any Lease is in breach thereof or default thereunder, except for such breaches and defaults as to which requisite waivers or consents have been obtained or which would not, individually or in the aggregate, reasonably be expected to be material to the operation of the business of the Company Group, taken as a whole.

(c) Except as set forth on Schedule 4.7(c), there have been no dispositions of European lease rights (i.e., key money dispositions) under the Leases in the past twelve (12) months.

(d) The Real Property comprises all the Company Group's real (immovable) property and interest in real (immovable) property, real (immovable) property leaseholds and real (immovable) property subleaseholds, all buildings and other improvements thereon and other real (immovable) property interests used in the conduct of the business of the Company Group as now conducted.

(e) Members of the Company Group have good title or a valid and enforceable leasehold interest to all of the material items of tangible personal property (including equipment) used in the business of the Company Group (except as sold, disposed of or transferred after the date hereof in the ordinary course of business consistent with past practice and not in violation of this Agreement), free and clear of any Liens other than Permitted Liens. All such items of tangible personal property are in good operating condition and repair, subject to normal wear and tear, and are not obsolete, dangerous or in need of renewal or replacement, except for renewal or replacement in the ordinary course of business consistent with past practice.

4.8 Rights of Registration and Voting Rights. Except as set forth in the Operating Agreement, the Company is under no obligation to register under the Securities Act any of its currently outstanding securities or any securities issuable upon exercise or conversion of its currently outstanding securities. Except as contemplated in the Operating Agreement, none of the Members and no member of the Company Group has entered into any agreement with respect to the voting of units of the Company, other than the organizational documents of such entity.

4.9 Restructuring. The Restructuring was consummated on the terms and conditions set forth on Schedule 2.1 prior to the date hereof. As a result of the consummation of the Restructuring, the Company owns or otherwise has the rights to use, to the same extent as BCBG and its Affiliates did prior to the Restructuring, all of the assets that were used by BCBG and its Affiliates in the business conducted by BCBG immediately prior to the Restructuring. Following completion of the Restructuring, the Company and its Subsidiaries have preserved intact their legal existence and business organization and have not taken any action inconsistent with the Restructuring.

4.10 Affiliate Agreements and Transactions. Schedule 4.10 sets forth a complete, true and accurate list of any agreement, arrangement or transaction (other than reimbursement of travel and other business expenses to employees consistent with past practice and compensation and benefits to employees in the ordinary course of business) within the last three (3) years between (i) any member of the Company Group, on the one hand, and (ii) (A) any Member, any of the shareholders of any Member, any Affiliate of any Member, any Affiliate of any shareholder of any Member or any shareholder, officer, member, partner or director of the Company or any of its Affiliates (in each case, other than any Subsidiary of the Company Group) or (B) any spouse, in-law, sibling, lineal descendent, first cousin or ancestor of any Person in clause (ii)(A) above or any entity or trust established for the benefit of any such Person or such Person's spouse, in-laws, siblings, lineal descendants, first cousins or ancestors (all Persons described in this clause (ii), "Related Persons"), on the other hand. Other than as disclosed on Schedule 4.10, to the Knowledge of the Company, none of the Related Persons owe any amount to either the Company or any of its Subsidiaries, nor does the Company owe any amount to any Related Person (other than reimbursement of travel and other business expenses to employees consistent with past practice and compensation and benefits to employees in the ordinary course of business) or any of its Subsidiaries, nor has the Company or any of its Subsidiaries committed to make any loan or extend or guarantee credit to or for the benefit of any Related Person. Other than as disclosed on Schedule 4.10, none of the Related Persons own any material property or right, tangible or intangible, that is used by either the Company or any of its Subsidiaries.

4.11 Financial Statements.

(a) The Company has delivered to Investor copies of (i) the globally consolidated audited balance sheets and statements of stockholders' deficit of the Company Group as at February 1, 2014 and February 2, 2013 and the related globally consolidated audited statements of income and of cash flows of the Company Group for the years then ended, including the related notes and schedules thereto (the "Consolidated Financial Statements") and (ii) with respect to the Company Group, the unaudited consolidated balance sheets as at November 29, 2014 and the related consolidated statements of income and cash flows for the ten (10) month period then ended (such unaudited statements in the foregoing clause (ii), the "Interim Financial Statements" and, together with the Consolidated Financial Statements the "Financial Statements"). Except as set forth on Schedule 4.11(a), each of the Financial Statements has been prepared, and when delivered, the December Month-End Financials Statements will be prepared, in accordance with GAAP consistently applied by the Company Group without modification of the accounting principles used in the preparation thereof throughout the periods presented and presents, and when delivered the December Month-End Financial Statements will present, fairly in all material respects the consolidated financial position, results of operations and cash flows of the Company Group as at the dates and for the periods indicated therein, subject to (A) with respect to the Consolidated Financial Statements, such exceptions as may be indicated in the notes thereto, and (B) with respect to the Interim Financial Statements, the absence of footnotes (provided, that such footnotes, if presented, would not reasonably be expected to differ materially from those in the Consolidated Financial Statements) and normal year-end adjustments consistent with past practice (provided, that the effects of such adjustments would not reasonably be expected to be material, individually or in the aggregate). February 1, 2014 is referred to herein as the "Balance Sheet Date."

(b) Except as set forth on Schedule 4.11(b), there are no debts, liabilities or obligations, whether accrued or fixed, absolute or contingent, or matured or unmatured, of the Company Group required to be reflected on a balance sheet under GAAP other than any such debts, liabilities or obligations (i) specifically reflected on and appropriately reserved against in the Financial Statements or the notes thereto, (ii) incurred in the ordinary course of business since the Balance Sheet Date, (iii) arising under any of the Material Contracts or Leases or any other Contract to which the Company or any of its Subsidiaries is a party, as of the date hereof (except, in each case, to the extent arising out of any breach or default thereunder), (iv) expressly contemplated by or otherwise required to be incurred in connection with this Agreement and the consummation of the transactions contemplated hereby or (v) that were incurred after the date hereof as a result of actions taken or refrained from being taken at the written request of Investor.

4.12 Material Contracts.

(a) Except for this Agreement and any Lease (which is subject to the representations and warranties set forth in Section 4.7), Schedule 4.12 lists each of the following Contracts to which any member of the Company Group is a party or by which their respective assets, property or business are bound or subject as of the date hereof (such Contracts listed or required to be listed on Schedule 4.12, together with all Contracts entered into between the date hereof and the Closing Date which would be required to be listed on such Schedule if existing on the date hereof, the "Material Contracts"):

(i) Contracts involving aggregate payments by or to the Company Group in excess of $100,000 in any twelve (12)-month period, other than ordinary course purchase orders;

(ii) Contracts providing for purchase commitments, margin support or similar arrangements with wholesale customers;

(iii) Contracts (other than ordinary course purchase orders) relating to Indebtedness;

(iv) Partnership, joint venture or similar agreements;

(v) Contracts with respect to the acquisition of a material portion of the assets or of any business enterprise of any Person, or the disposition of any material portion of the assets of any member of the Company Group, in either case under which any member of the Company Group has any remaining obligations (including potential indemnification obligations and "earn-outs");

(vi) Contracts relating to the acquisition or disposition of real property, other than Leases, by any member of the Company Group, under which any member of the Company Group has any remaining obligations (including potential indemnification obligations);

(vii) Contracts that contain non-competition or non-solicitation provisions other than ordinary course contracts with mutual non-solicitation

provisions or severance agreements with former employees that contain non-competition or non-solicitation provisions which restrict only such former employees;

(viii) Contracts that contain key man provisions;

(ix) Contracts involving any standstill or similar arrangement;

(x) Contracts pursuant to which a member of the Company Group has granted any exclusive marketing, sales representative relationship, franchising consignment or distribution right to any Person;

(xi) Contracts under which a member of the Company Group has agreed to provide "most favored" pricing terms to any Person;

(xii) Contracts under which any member of the Company Group has committed to purchase any minimum amount (by volume, dollar value, requirements or otherwise) of any product or service that is not cancellable without penalty by the Company Group on less than sixty (60) days' notice;

(xiii) Contracts with any labor union or association representing any employees of the Company Group with respect to their employment with the Company Group;

(xiv) Contracts providing for the employment of any individual by any member of the Company Group or the provision of services by any individual to any member of the Company Group that provide for total annual cash compensation in excess of $100,000 (other than at-will offer letters) or that provide for any severance or post-termination benefit continuation or any change-in-control, retention or similar bonuses;

(xv) Contracts with respect to the settlement of any dispute or Proceeding involving any member of the Company Group, in each case, pursuant to which the Company Group is obligated to make payments of more than $100,000 in the aggregate over the next twelve (12) months or which involves any material non-monetary relief;

(xvi) Contracts with Related Persons;

(xvii) Contracts pursuant to which the Company Group grants or is granted any license, covenant not to assert, or other right under Intellectual Property where the Company Group is to make or receive payments of more than $25,000 per annum (excluding, for the avoidance of doubt, licenses for commercially-available "off the-shelf" software);

(xviii) Contracts pursuant to which the Company Group grants or is granted any exclusive license or that include any minimum royalty terms;

(xix) Contracts that grant to any member of the Company Group a right of first refusal, first offer or first negotiation; and

(xx) Contracts that have been or are required to be capitalized under GAAP.

(b) Except for terminations or expirations at the end of the stated term after the date hereof, each Material Contract (i) is, in all material respects, a legal and binding obligation of such member of the Company Group and, to the Knowledge of the Company, the other relevant parties thereto and (ii) is in full force and effect and, to the Knowledge of the Company, enforceable against such member of the Company Group and the other relevant parties thereto, as applicable, in accordance with the terms thereof, except to the extent that the enforceability thereof may be limited by the Equitable Exceptions (regardless of whether considered in a Proceeding in equity or at law). No member of the Company Group, nor, to the Knowledge of the Company, any other party thereto, is in breach of or default under any Material Contract, and there does not exist any circumstance or event which, with the giving of notice or the lapse of time, would constitute such a breach or default by any member of the Company Group or, to the Knowledge of the Company, any other party, except for such breaches, defaults, circumstances and events as to which requisite waivers or consents have been obtained or which would not, individually or in the aggregate, reasonably be expected to be material to the operation of the business of the Company Group, taken as a whole. To the Knowledge of the Company, there is no threatened termination of, or threatened non-renewal of, any Material Contract. There are no claims pending or, to the Knowledge of the Company, threatened pertaining to the breach of any Material Contract that would reasonably be expected to be materially adverse to the Company Group, taken as a whole.

4.13 Suppliers and Customers.

(a) Schedule 4.13(a) sets forth the names of the ten (10) largest suppliers of the Company Group measured by dollar value for each of (i) the twelve (12) months ended February 1, 2014 and (ii) the nine (9) months ended November 2,, 2014. None of the suppliers listed on Schedule 4.13(a) has notified in writing or, to the Knowledge of the Company, threatened the Company Group that it is (i) canceling or terminating its relationship with the Company Group, or (ii) materially and adversely modifying its relationship with the Company Group. No member of the Company Group is involved in any material claim, dispute or controversy with any of the suppliers listed or required to be listed on Schedule 4.13(a).

(b) Schedule 4.13(b) sets forth the names of the ten (10) largest customers of the Company Group measured by dollar value for each of (i) the twelve (12) months ended February 1, 2014 and (ii) the nine (9) months ended November 2, 2014. None of the customers listed on Schedule 4.13(b) has notified in writing or, to the Knowledge of the Company, threatened the Company Group that it is (i) canceling or terminating its relationship with the Company Group, or (ii) materially and adversely modifying its relationship with the Company Group. No member of the Company Group is involved in any material claim, dispute or controversy with any of the customers listed or required to be listed on Schedule 4.13(b).

4.14 Products. Except as disclosed on Schedule 4.14, since January 1, 2011, no member of the Company Group has been subject to a Governmental Authority shutdown or import or export prohibition or received any Governmental Authority notice of inspectional observations, "warning letters," "untitled letters" or requests or requirements to make changes to the products or any of the Company Group's processes or procedures, or similar correspondence or notice from any Governmental Authority alleging or asserting noncompliance with any applicable Law and, to the Knowledge of the Company, no Governmental Authority is considering such action.

4.15 Permits. Each member of the Company Group has all material consents, authorizations, registrations, waivers, privileges, exemptions, qualifications, quotas, certificates, filings, franchises, licenses, notices, permits and rights from each Governmental Authority necessary for the lawful conduct of the business of the Company Group as presently conducted and the lawful ownership of the Company Group's properties and assets, except where the failure to obtain or maintain such a consent, authorization, registration, waiver, privilege, exemption, qualification, quota, certificate, filing, franchise, license, notice, permit or right would not reasonably be expected to be materially adverse to the Company Group, taken as a whole (collectively, "Permits"). No member of the Company Group is in default or violation of any of the Permits, except where such default or violation would not reasonably be expected to be materially adverse to the Company Group, taken as a whole. Except as set forth on Schedule 4.15, there is no Proceeding pending or, to the Knowledge of the Company, threatened, and no member of the Company Group has received any written notifications, (i) alleging any material default or violation of any of the Permits, (ii) relating to the material suspension, revocation or modification of any of the Permits, or (iii) relating to the imposition of any material fine, penalty or other material sanctions in connection therewith. Except as set forth on Schedule 4.15, the Company Group has filed all material reports, notifications and filings with, and has paid all material regulatory fees to, the applicable Governmental Authorities necessary to maintain all such Permits in full force and effect.

4.16 Insurance. All material insurance policies (the "Insurance Policies") with respect to the properties, assets, or business of the Company Group are in full force and effect and all premiums due and payable thereon have been paid in full. As of the date hereof, no member of the Company Group is in material default under any Insurance Policy, no event has occurred that (with or without notice, lapse of time or both) would constitute such material default by any member of the Company Group, and no member of the Company Group has received a written notice that would reasonably be expected to be followed by a written notice of cancellation or non-renewal of any Insurance Policy. Except as set forth on Schedule 4.16, there has been no denial in respect of any material claim pertaining to the Company Group submitted pursuant to any Insurance Policy in the last five (5) years. To the Knowledge of the Company, there is no threatened termination of, or threatened material premium increase with respect to, any Insurance Policy.

4.17 Intellectual Property.

(a) Schedule 4.17(a) sets forth (i) all Intellectual Property owned (or purported to be owned) by any member of the Company Group that is registered, issued or subject to a pending application for registration or issuance (the "Registered IP"), and (ii) any

and all Social Media usernames and accounts, other than Excluded Social Media Assets, that are registered, operated or controlled by or on behalf of any member of the Company Group, Max Azria or Lubov Azria, in each case, in existence as of the date hereof. The Registered IP is valid, subsisting and enforceable. All necessary registration, maintenance, renewal and other relevant filing fees due in connection therewith have been paid, and all necessary documents and certificates in connection therewith have been filed with the relevant authorities for the purposes of maintaining such Intellectual Property in full force and effect, except as would not reasonably be expected to be materially adverse to the Company Group, taken as a whole.

(b) Except as set forth on Schedule 4.17(b), a member of the Company Group is the sole and exclusive owner of, or has the valid and continuing right to use, all Intellectual Property set forth on Schedule 4.17(a) (other than Excluded Social Media Assets) and all other Intellectual Property used in or necessary for the operation of the business of the Company Group as currently conducted (collectively, the "Company IP"), free and clear of any Liens other than Permitted Liens. Except as set forth on Schedule 4.17(b), a member of the Company Group has entered into written agreements with all living natural Persons whose name, likeness, signature and/or biographical information are material to the business of the Company Group, taken as a whole, pursuant to which such Persons (i) irrevocably consent to the perpetual use thereof by the Company Group or (ii) presently assign to a member of the Company Group all their rights, title, and interest therein and thereto. To the Knowledge of the Company, all of such agreements are in full force and effect and have not suffered a material default or breach. Neither Max Azria nor Lubov Azria own or has filed for registration of (nor authorized any other Person (other than a member of the Company Group) to use or file for registration of) any Azria Marks that are not included in the Registered IP.

(c) Except as set forth on Schedule 4.17(c), there are no claims or Proceedings pending, or, to the Knowledge of the Company, threatened, against any member of the Company Group either (i) challenging the validity, enforceability, ownership, use, or right to use any Company IP that is owned by any member of the Company Group or challenging the use or right to use any Intellectual Property exclusively licensed to any member of the Company Group; or (ii) alleging any infringement, misappropriation, dilution or other violation of any Intellectual Property right of any third Person.

(d) Except as set forth on Schedule 4.17(d) or with respect to "knockoffs" or other similar potential infringements arising in the normal course and consistent with industry norms, none of which individually or in the aggregate would reasonably be expected to be materially adverse to the Company Group, to the Knowledge of the Company, no Person is infringing, misappropriating, diluting or violating any Intellectual Property owned by any member of the Company Group, and no member of the Company Group has asserted or threatened to assert any such claim against any Person. The manufacture, marketing, license, distribution, importation, sale and use of products and services currently offered or sold by, and the conduct of the business and operations of, the Company Group do not infringe, misappropriate, dilute or otherwise violate (i) any Intellectual Property (other than patents) of any Person or (ii) to the Knowledge of the Company, any patents of any Person.

(e) The Company Group has taken reasonable measures to maintain in confidence all trade secrets and non-public, proprietary information of the Company Group. To

the Knowledge of the Company, no trade secret or any other non-public, proprietary information material to the operation of the business of the Company Group, has been disclosed to any Person other than pursuant to a confidentiality or non-disclosure agreement restricting the disclosure and use thereof.

(f) The Company Group has entered into written agreements with all present and former employees, consultants, and independent contractors who have been employed or retained at any time by the Company Group and who have contributed or do contribute to the conception, development or other creation of Intellectual Property that is material to the business of the Company Group, taken as a whole, pursuant to which such Persons have (i) presently assigned or perpetually and irrevocably licensed such Intellectual Property to a member of the Company Group; and (ii) agreed to hold all trade secrets and other non-public, proprietary information of the Company Group in confidence both during and after their employment or engagement, as applicable. To the Knowledge of the Company all of such agreements are in full force and effect and have not suffered a material default or breach.

(g) Except as set forth on Schedule 4.17(g), the Company Group is in compliance, in all material respects, with (i) its internal and externally posted privacy policies and terms of use, (ii) the Payment Card Industry Data Security Standard, to the extent the Company Group accepts credit card payments directly from consumers, and (iii) all applicable privacy Laws regarding the collection, retention, use and disclosure of personal information. Except as set forth on Schedule 4.17(g), in the last three (3) years, neither the Company nor any of its Subsidiaries has received any claim, notice or complaint regarding the Company's or any of its Subsidiaries' information practices or the disclosure, retention or misuse of any personal information.

4.18 Tax Matters.

(a) Except as set forth on Schedule 4.18(a), all Tax Returns of the Company Group have been timely filed with the appropriate Governmental Authority in all jurisdictions in which such Tax Returns are required to be filed and all such Tax Returns are true, complete and correct in all material respects. Except as set forth on Schedule 4.18(a), all income and other material Taxes of the Company Group (whether or not shown on such Tax Returns and including any Taxes attributable or relating to the Restructuring) that have become due have been fully and timely paid (or, if not yet due, are properly reserved for in accordance with GAAP). All Taxes that were required to be withheld by the Company Group pursuant to applicable Laws (including pursuant to Sections 1471-1474 of the Code, the Treasury Regulations thereunder and intergovernmental agreements entered into between the U.S. and foreign jurisdiction with respect thereto) have been timely and properly withheld and paid over to the applicable Governmental Authority.

(b) No written claim has been made by any Governmental Authority in a jurisdiction where the Company Group does not file Tax Returns that the Company Group is subject to taxation by that jurisdiction. Except as set forth on Schedule 4.18(b), there are no Proceedings for Taxes of the Company Group presently pending, or to the Knowledge of the Company, threatened. No waiver or extension of any statute of limitations is in effect with

respect to Taxes or Tax Returns of the Company Group (other than extensions for filing of Tax Returns).

(c) The Company Group will not be required to include any material item of income in taxable income for any taxable period beginning on or after the Closing Date as a result of any (i) installment sale or open transaction disposition made on or prior to the Closing Date or (ii) prepaid amount received on or prior to the Closing Date. There are no Liens for Taxes (other than Permitted Liens) on any of the assets of the Company Group.

(d) The Company Group (i) is not a party or subject to any tax sharing, allocation, indemnity or similar agreement or arrangement, (ii) has not agreed to or is required to make any adjustments pursuant to Section 481(a) of the Code or any similar provision of any applicable Law, and (iii) has disclosed on its federal income Tax Returns all positions taken therein that could give rise to substantial understatement of federal income tax within the meaning of Section 6662 of the Code.

(e) The Company Group (i) has not executed, entered into nor is subject to (A) a closing agreement pursuant to Section 7121 of the Code or any similar provision of Law, (B) any private letter ruling of the IRS (or any comparable ruling of any Governmental Authority), or (C) any other agreement with respect to Taxes of the Company Group with any federal, state, local or foreign Governmental Authority and (ii) has not granted to any Person any power of attorney that is currently in force with respect to any Tax matter.

(f) Each of AZ6 and BCBG Group was a validly electing "S" corporation within the meaning of Sections 1361 and 1362 of the Code (and each provision of state or local Law analogous to Sections 1361 and 1362 of the Code in each jurisdiction where AZ6 and BCBG Group, were required to file a Tax Return) at all times since its inception and through the effectiveness of the Pre-Closing Contributions. Upon such contributions and up to and including the Closing, each of BCBG Group and AZ6 will be properly treated as a flow-through entity (and not as a corporation) for federal income Tax purposes, and no party has taken any position inconsistent with such treatment.

(g) Except in connection with the formation of the Company pursuant to the Restructuring, the Company Group is not a party to any joint venture, partnership or other arrangement or contract that could be treated as a partnership for federal income Tax purposes.

4.19 Employee and Labor Matters.

(a) Except as set forth on Schedule 4.19(a), (i) within the last three (3) years, there has not been and there is not now pending or, to the Knowledge of the Company, threatened, any labor strike, walk-out, work stoppage or lockout with respect to any member of the Company Group, (ii) no member of the Company Group has received written notice of any unfair labor practice charges against the Company Group that are pending before the National Labor Relations Board or any similar state, local or foreign Governmental Authority, (iii) no member of the Company Group has received written notice of any pending or, to the Knowledge of the Company, threatened Proceedings involving the Company Group before the Equal Employment Opportunity Commission or any similar state, local or foreign Governmental

Authority responsible for the prevention of unlawful employment practices (except, in the case of this clause (iii) only, for any such matters that, in the aggregate, have not required or would not reasonably be expected to require, the payment of any penalty or fine, or the incurrence of any expense or Loss, in excess of $250,000 (exclusive of attorneys' fees)), and (iv) there are not any union organizing activities pending or, to the Knowledge of the Company, threatened with respect to any employees of the Company Group.

(b) Except as set forth on Schedule 4.19(b), each member of the Company Group is, and for the last three (3) years has been, in compliance in all material respects with all applicable Laws pertaining to employment and employment practices, including all Laws relating to labor relations, equal employment opportunities, fair employment practices, employment discrimination, harassment, retaliation, reasonable accommodation, disability rights or benefits, immigration, wages, hours, overtime compensation, child labor, hiring, promotion and termination of employees, working conditions, meal and break periods, privacy, health and safety, workers' compensation, leaves of absence and unemployment insurance, withholding wages, and/or pay equity, except for any such noncompliance that would not reasonably be expected to be materially adverse to the Company Group, taken as a whole. Except as set forth on Schedule 4.19(b), there has not been a "mass layoff" or "plant closing" (as defined by the Worker Adjustment and Retraining Notification Act of 1988 and any similar foreign, state or local Laws, collectively "WARN") with respect to any member of the Company Group within the six (6) months preceding the date hereof.

(c) To the Knowledge of the Company, no employee of the Company Group is in any material respect in violation of any material term of any employment Contract, non-disclosure agreement or non-competition agreement to which such employee is a party.

(d) Schedule 4.19(d) sets forth a list of each collective bargaining and works council agreement to which a member of the Company Group is a party.

(e) Except as set forth on Schedule 4.19(e) or as could not reasonably be expected to be materially adverse to the Company group, taken as whole, none of the individuals who perform services for the Company Group have been improperly excluded from any Company Plan or improperly classified as an employee or as an independent contractor, or as exempt rather than non-exempt, under the Fair Labor Standards Act and state and local wage and hour Laws, for any purpose.

4.20 Employee Benefit Plans.

(a) Schedule 4.20(a) contains a true and complete list of each Company Plan other than (i) individual award agreements (a representative form or forms of which has been delivered or made available to Investor) under bonus or other incentive compensation plans or (ii) any Company Plan providing *de minimis* benefits in the aggregate to the participants thereunder. For purposes of this Agreement, "Company Plans" means any "employee benefit plan" (within the meaning of Section 3(3) of ERISA), unit purchase, stock or unit option, severance, employment, change-in-control, fringe benefit, bonus, incentive, deferred compensation, profit sharing, pension, retirement, vacation or other paid time off, Tax gross up, retention, loan and all other employee benefit plans, agreements, programs, policies or other

arrangements, whether or not subject to ERISA, under which any current or former employee, consultant or director of any member of the Company Group has any present or future right to benefits from the Company Group or with respect to which the Company Group has any present or future direct or indirect liability, whether contingent or otherwise.

(b) With respect to each Company Plan, the Company has delivered or made available to Investor a current, correct and complete copy (or, to the extent no such copy exists, a description) thereof and, to the extent applicable: (i) any related trust agreement or insurance policy; (ii) the most recent IRS determination letter; (iii) the most recent summary plan description, (iv) the most recent actuarial valuation and (v) for the most recent plan year (A) the Form 5500 and attached schedules and (B) audited financial statements.

(c) No member of the Company Group nor any other entity which, together with any member of the Company Group, would be treated as a single employer under Section 4001 of ERISA or Section 414 of the Code (an "ERISA Affiliate") contributes to or has in the past six years sponsored, maintained, contributed to or had any liability in respect of any (i) defined benefit pension plan (as defined in Section 3(35) of ERISA), (ii) plan subject to Section 412 of the Code, Section 302 of ERISA or Title IV of ERISA, or (iii) any "multiemployer plan" as defined in Section 3(37) of ERISA.

(d) (i) Except as set forth on Schedule 4.20(d), each Company Plan has been established and administered in accordance with its terms, and in compliance with the applicable provisions of ERISA, the Code and other applicable Laws, except as would not, individually or in the aggregate, reasonably be expected to be material to the operation of the business of the Company Group, taken as a whole; (ii) each Company Plan which is intended to be qualified within the meaning of Code Section 401(a) has received a favorable determination letter from the IRS with respect to the qualification of such Company Plan, and to the Knowledge of the Company nothing has occurred that could reasonably be expected to affect adversely the qualification of such Company Plan; (iii) for each Company Plan that is a "welfare plan" within the meaning of ERISA Section 3(1), and except as set forth on Schedule 4.20(d) no member of the Company Group has any liability or obligation under any plan which provides medical or life insurance benefits coverage with respect to current or former employees or consultants of any member of the Company Group beyond their termination of employment or service (other than coverage mandated by Law at such individual's expense); and (iv) each Company Plan providing for deferred compensation that constitutes a "nonqualified deferred compensation plan" (as defined in Section 409A(d)(1) of the Code and applicable regulations) conforms in all material respects to the requirements of Section 409A of the Code and the regulations promulgated thereunder.

(e) Except as set forth on Schedule 4.20(e), with respect to any Company Plan, (i) no actions, suits or claims (other than routine claims for benefits in the ordinary course) and no Proceedings by any Governmental Authority are pending or, to the Knowledge of the Company, threatened and (ii) to the Knowledge of the Company, no facts or circumstances exist that would reasonably be expected to give rise to any such Proceedings except, in each case, as would not, individually or in the aggregate, reasonably be expected to be material to the operation of the business of the Company Group, taken as a whole. Except as set forth on Schedule 4.20(e) and except as could not reasonably be expected to result in material liability to

the Company Group, all contributions and premiums required by applicable Laws or by terms of any Company Plan or any agreement relating thereto have been timely made (without regard to any waivers granted with respect thereto) to any funds or trusts established thereunder or in connection therewith. Except as set forth on Schedule 4.20(e), no event has occurred, and to the Knowledge of the Company, no condition exists that would, directly or by reason of any member of the Company Group's affiliation with any of their ERISA Affiliates, subject any member of the Company Group to any material Tax, fine, Lien, penalty or other liability imposed by ERISA, the Code or other applicable Laws.

(f) Except as set forth on Schedule 4.20(f), the consummation of the transactions contemplated by this Agreement shall not, alone or together with any other event or condition, (i) result in any payment becoming due to any current or former employee, consultant or director of any member of the Company Group, (ii) result in the acceleration of payment, vesting or funding of any benefits under any Company Benefit Plan to any current or former employee, consultant or director of any member of the Company Group, (iii) result in any payment under any Company Plan failing to be deductible by reason of Section 280G of the Code, or (iv) create any limitation or restriction on the right of any member of the Company Group to merge, amend or terminate any Company Plan.

(g) All Company Plans maintained primarily for the benefit of employees whose services for any member of the Company Group are exclusively or primarily performed outside the United States (i) have been established, maintained and administered in material compliance with their terms and all applicable Laws of any controlling Governmental Authority, (ii) have, to the extent required, been registered and maintained in good standing with the applicable regulatory authorities, and (iii) are fully funded and/or book reserved, if applicable, based upon reasonable actuarial assumptions.

4.21 Environmental Compliance. Except as set forth on Schedule 4.21 and except as would not reasonably be expected to be materially adverse to the Company Group, taken as a whole, (i) the Company Group is and has been in compliance in all material respects with all applicable Environmental Laws; (ii) the Company Group is and has been in compliance in all material respects with, all permits, licenses, consents, authorizations and approvals required under any applicable Environmental Laws ("Environmental Permits"); (iii) there are no pending, nor to the Knowledge of the Company, threatened, Environmental Claims nor, to the Knowledge of the Company, governmental investigations arising under or pursuant to Environmental Law or Environmental Permit concerning the Company Group or any of the current or, to the Knowledge of the Company, former real property of the Company Group that would reasonably be expected to result in the Company Group incurring material liabilities or obligations; (iv) there are and have been no releases of any Hazardous Substance into the Environment by the Company Group that would reasonably be expected to result in the Company Group incurring material liabilities or obligations; (v) to the Knowledge of the Company, the transactions contemplated by this Agreement do not require the consent of any Governmental Authority, or the completion of any remedial action, under or pursuant to Environmental Law; and (vi) the Company Group has delivered or made available to Investor copies of all material environmental audits, assessments, investigations and reports, and all material documents relating to any material Environmental Claims, that are in the possession of the Company Group. Except for

Section 4.5 and Section 4.11, the representations and warranties in this Section 4.21 constitute the sole and exclusive representations in this Agreement concerning environmental matters.

4.22 Inventory; Accounts Receivable. The inventories used in connection with the business of the Company Group are at a level sufficient to operate the business of the Company Group in the ordinary course, consistent with past practice. The inventories of the Company Group have been valued so as to include no amounts that are not of good and marketable quality, saleable and useable in the ordinary course of business. All accounts and notes receivable of the business of the Company Group have arisen from bona fide transactions in the ordinary course of business and are payable on trade terms consistent with the past practice of the business of the Company Group. Except as set forth on Schedule 4.22, none of the accounts or notes receivable are subject to setoffs or counterclaims or represent obligations for goods sold on consignment, on approval or on a sale-or-return basis or are subject to any other repurchase or return arrangement.

4.23 Mega-Link.

(a) Schedule 4.23(a) sets forth a complete, true and accurate list of any agreement, arrangement or transaction within the last three (3) years between any member of the Company Group, on the one hand, and any member of the Mega-Link Group, on the other hand, other than ordinary course purchase orders and transactions in accordance therewith. Schedule 4.23 also sets forth, to the Knowledge of the Company, a complete, true and accurate list of any agreement, arrangement or transaction within the last three (3) years between (i) any member of the Mega-Link Group, on the one hand, and (ii) any Related Person, on the other hand.

(b) None of the members of the Company Group or any of their Affiliates (including, for the avoidance of doubt, the Stockholders) has any direct or indirect responsibility, liability or obligation whatsoever for or with respect to any obligations or amounts owed to, or actual or potential claims or causes of action against any member of the Mega-Link Group by, any supplier of any member of the Mega-Link Group or any other Person that has a business relationship with any member of the Mega-Link Group. None of the members of the Company Group owns or holds, directly or indirectly, any equity or ownership interest in any member of the Mega-Link Group or has committed or otherwise agreed to acquire any such equity or ownership interest in any member of the Mega-Link Group. No member of the Company Group has extended any credit or made any advances to the Mega-Link Group, in each case, with respect to which there are amounts currently outstanding and unpaid (other than advances for goods not yet shipped that would result in a prepaid balance for goods not yet received from the Mega-Link Group).

4.24 Brokers. Except as set forth on Schedule 4.24 and except for The Blackstone Group, no broker, finder or similar intermediary has acted for or on behalf of the Company Group in connection with this Agreement or the transactions contemplated by this Agreement, and no broker, finder, agent or similar intermediary is entitled to any broker's, finder's or similar fee or other commission in connection therewith based on any agreement with the Company Group or any action taken by them.

ARTICLE V
REPRESENTATIONS AND WARRANTIES OF INVESTOR

Investor makes the following representations and warranties:

5.1 Organization and Qualification. Investor is duly formed, validly existing and in good standing under the laws of the jurisdiction of its formation and has all necessary power and authority to own, lease and operate its properties and to carry on its business as it is now being conducted.

5.2 Due Authorization; Consents and Approvals.

(a) Investor has all necessary power and authority to enter into the Transaction Agreements to which Investor is a party. All action on the part of the officers of Investor necessary for the execution and delivery of the Transaction Agreements and the performance of all obligations of Investor under the Transaction Agreements to be performed as of the Closing has been taken. The Transaction Agreements to which Investor is a party, when executed and delivered by Investor, will constitute valid and legally binding obligations of Investor, enforceable in accordance with their terms, except as enforcement may be limited by the Equitable Exceptions (regardless of whether considered in a Proceeding in equity or at law).

(b) Except as otherwise set forth in this Agreement, Investor is not required to file, seek or obtain any notice, authorization, approval, order, permit or consent of or with any Governmental Authority in connection with the execution, delivery and performance by Investor of the Transaction Agreements to which Investor is a party or the consummation of the transactions contemplated thereby.

5.3 Investment Representations. The Series B Common Units are being acquired by Investor solely for its own account, for investment purposes only and with no present intention of distributing, selling or otherwise disposing of them in connection with a distribution in violation of the Securities Act. Investor has such knowledge and experience in financial and business matters that Investor is capable of evaluating the merits and risks of the proposed investment in the Series B Common Units. Investor understands that the Series B Common Units may not be sold, transferred or otherwise disposed of by it without registration under the Securities Act and any applicable state securities laws, or an exemption therefrom, and that in the absence of an effective registration statement covering such Series B Common Units or an available exemption from registration, such Series B Common Units may be required to be held indefinitely. Investor is an "accredited investor" within the meaning of Regulation D promulgated under the Securities Act. It is understood that in no event will this Section 5.3 limit or impair in any way Investor's right to bring a claim in respect of this Agreement or the transactions contemplated by this Agreement.

5.4 Brokers. Except for Guggenheim Securities, LLC, no broker, finder or similar intermediary has acted for or on behalf of Investor in connection with this Agreement or the transactions contemplated by this Agreement, and no broker, finder, agent or similar intermediary is entitled to any broker's, finder's or similar fee or other commission in connection therewith based on any agreement with Investor or any action taken by them.

5.5 No Other Information.

(a) Except for the representations and warranties contained in Article IV or in any Transaction Agreement, none of the Stockholders, the Members, the Company, or any other Person on behalf of the Stockholders, the Members or the Company makes any express or implied representation or warranty with respect to the Stockholders, the Members or the Company, or with respect to any other information provided to Investor in connection with the transactions contemplated by this Agreement. None of the Stockholders, the Members, the Company, or any other Person will have or be subject to any liability or indemnification obligation to Investor or any other Person resulting from the distribution to Investor, or Investor's use of, any such information, including any information, documents, projections, forecasts or other material made available to Investor in certain "data rooms", management presentations, or offering memoranda, in each case, in connection with the transactions contemplated by this Agreement, unless and to the extent otherwise provided in Article IV or Article X.

(b) Investor acknowledges and agrees, solely in connection with the transactions contemplated by this Agreement and in its capacity as an acquiror of the Series B Common Units hereunder, that it (i) has had an opportunity to discuss the business and affairs of the Company with the Stockholders, the Members and the management of the Company, (ii) has had reasonable access to (A) the books and records of the Company and (B) the Company Group's virtual data room maintained in connection with the transactions contemplated by this Agreement, (iii) has been afforded the opportunity to ask questions of and receive answers from officers of the Company, and (iv) has conducted its own independent investigation of the Company, its business and the transactions contemplated by this Agreement, and has relied solely on the results of its own independent investigation and has not relied on any representation, warranty or other statement by, or information provided by, any Person on behalf of the Companies or the Stockholders, other than the representations and warranties of the Company expressly contained in Article IV of this Agreement and that all other representations and warranties are specifically disclaimed.

ARTICLE VI
REPRESENTATIONS AND WARRANTIES OF THE GPIM LENDERS

Each GPIM Lender, severally and not jointly, makes the following representations and warranties:

6.1 Organization and Qualification. Such GPIM Lender is duly formed, validly existing and in good standing under the laws of the jurisdiction of its formation and has all necessary power and authority to own, lease and operate its properties and to carry on its business as it is now being conducted.

6.2 Due Authorization; Consents and Approvals.

(a) Such GPIM Lender has all necessary power and authority to enter into the Transaction Agreements to which it is a party. All action on the part of the officers of such GPIM Lender necessary for the execution and delivery of the Transaction Agreements and the

performance of all obligations of such GPIM Lender under the Transaction Agreements to be performed as of the Closing has been taken. The Transaction Agreements to which such GPIM Lender is a party, when executed and delivered by such GPIM Lender, will constitute valid and legally binding obligations of such GPIM Lender, enforceable in accordance with their terms, except as enforcement may be limited by the Equitable Exceptions (regardless of whether considered in a Proceeding in equity or at law).

(b) Except as otherwise set forth in this Agreement, such GPIM Lender is not required to file, seek or obtain any notice, authorization, approval, order, permit or consent of or with any Governmental Authority in connection with the execution, delivery and performance by such GPIM Lender of the Transaction Agreements to which such GPIM Lender is a party or the consummation of the transactions contemplated thereby.

6.3 Investment Representations. The Series C Common Units and the Preferred Units are being acquired by such GPIM Lender under the Exchange Agreement solely for its own account, for investment purposes only and with no present intention of distributing, selling or otherwise disposing of them in connection with a distribution in violation of the Securities Act. Such GPIM Lender has such knowledge and experience in financial and business matters that such GPIM Lender is capable of evaluating the merits and risks of the proposed investment in the Series C Common Units. Such GPIM Lender understands that the Series C Common Units and the Preferred Units may not be sold, transferred or otherwise disposed of by it without registration under the Securities Act and any applicable state securities laws, or an exemption therefrom, and that in the absence of an effective registration statement covering such Series C Common Units and Preferred Units or an available exemption from registration, such Series C Common Units and Preferred Units may be required to be held indefinitely. Such GPIM Lender is an "accredited investor" within the meaning of Regulation D promulgated under the Securities Act. It is understood that in no event will this Section 6.3 limit or impair in any way such GPIM Lender's right to bring a claim in respect of this Agreement or the transactions contemplated by this Agreement.

6.4 Brokers. No broker, finder or similar intermediary has acted for or on behalf of such GPIM Lender in connection with this Agreement or the transactions contemplated by this Agreement, and no broker, finder, agent or similar intermediary is entitled to any broker's, finder's or similar fee or other commission in connection therewith based on any agreement with such GPIM Lender or any action taken by them.

6.5 No Other Information.

(a) Except for the representations and warranties contained in Article IV or in any Transaction Agreement, none of the Stockholders, the Members, the Company, or any other Person on behalf of the Stockholders, the Members or the Company makes any express or implied representation or warranty with respect to the Stockholders, the Members or the Company, or with respect to any other information provided to such GPIM Lender in connection with the transactions contemplated by this Agreement. None of the Stockholders, the Members, the Company, or any other Person will have or be subject to any liability or indemnification obligation to such GPIM Lender or any other Person resulting from the distribution to such GPIM Lender, or such GPIM Lender's use of, any such information, including any information,

documents, projections, forecasts or other material made available to such GPIM Lender in certain "data rooms", management presentations, or offering memoranda, in each case, in connection with the transactions contemplated by this Agreement, unless and to the extent otherwise provided in Article IV or Article X.

(b) Such GPIM Lender acknowledges and agrees, solely in connection with the transactions contemplated by this Agreement and in its capacity as an acquiror of the Series C Common Units and Preferred Units under the Exchange Agreement, that it (i) has had an opportunity to discuss the business and affairs of the Company with the Stockholders, the Members and the management of the Company, (ii) has had reasonable access to (A) the books and records of the Company and (B) the Company Group's virtual data room maintained in connection with the transactions contemplated by this Agreement, (iii) has been afforded the opportunity to ask questions of and receive answers from officers of the Company, and (iv) has conducted its own independent investigation of the Company, its business and the transactions contemplated by this Agreement, and has relied solely on the results of its own independent investigation and has not relied on any representation, warranty or other statement by, or information provided by, any Person on behalf of the Companies or the Stockholders, other than the representations and warranties of the Company expressly contained in Article IV of this Agreement and that all other representations and warranties are specifically disclaimed.

ARTICLE VII
COVENANTS

The parties hereto covenant, as applicable, that during the period from and after the date hereof:

7.1 Conduct of the Business Prior to Closing.

(a) Between the date hereof and the Closing or the earlier termination of this Agreement in accordance with its terms, unless otherwise approved in writing by Investor, the Company shall, and shall cause each of its Subsidiaries to:

(i) maintain their legal existence and business organization;

(ii) use commercially reasonable best efforts to (A) preserve the business of the Company Group as currently conducted in all material respects, (B) retain their material Permits, (C) maintain and preserve intact in all material respects their business relationships with material customers, suppliers, vendors, service providers, personnel and others having business relations with them, and (D) retain the services of their present officers and key employees, in each case, such that their goodwill and ongoing business shall be unimpaired in all material respects at the Closing Date;

(iii) use commercially reasonable best efforts to maintain their facilities and assets in substantially the same state of repair, order and condition as they were on the date hereof, except for reasonable wear and tear and acts of God;

(iv) maintain their books and records in accordance with past practice, and use commercially reasonable best efforts to maintain in full force and effect all insurance policies (or obtain suitable replacement policies providing substantially the same or better combined coverage and containing terms and conditions substantially the same as, or better than, the coverage most recently maintained by the Company Group), except for changes to such policies made in the ordinary course of business;

(v) take all actions, execute all documents, and make all filings, in each case, reasonably necessary to cause each applicable Governmental Authority to identify a member of the Company Group as the owner of record of all Registered IP; and

(vi) conduct their business in all material respects in the ordinary course consistent with past practice (including, without limitation, with respect to the collection of receivables, the payment of payables and the making of capital expenditures).

(b) Between the date hereof and the Closing or the earlier termination of this Agreement in accordance with its terms, unless otherwise approved in writing by Investor, the Company shall not, and shall cause each of its Subsidiaries not to:

(i) effect any change to their certificates of incorporation, certificates of formation or certificates of limited partnership, and to their bylaws, limited liability company agreements or limited partnership agreements (or equivalent governing documents);

(ii) assign, transfer, acquire, license, sublicense, covenant not to assert, abandon, allow to lapse, create any Lien (other than a Permitted Lien) on, or otherwise dispose of any material assets (whether tangible or intangible) or make any commitment to do so, other than in the ordinary course of business consistent with past practice;

(iii) issue, sell or pledge, or authorize or propose the issuance, sale or pledge of (A) additional equity securities of any member of the Company Group, or securities convertible into or exchangeable for any such equity securities, or any rights, warrants or options to acquire any such equity securities or other convertible securities of any member of the Company Group or (B) any other securities in respect of, in lieu of, or in substitution for equity securities of any member of the Company Group outstanding on the date hereof;

(iv) redeem, purchase or otherwise acquire any outstanding equity securities of any member of the Company Group;

(v) incur any indebtedness for borrowed money (other than drawings on the Company Group's revolving credit facility in the ordinary course of business), make any loans or advances, assume, guarantee or endorse or otherwise

become responsible for the obligation of any other Person, or subject any of its properties or assets to any Lien other than Permitted Liens;

(vi) make or cause to be made any dividend, distribution, redemption, repurchase or other payment of cash or property on or in respect of shares of capital stock or equity securities, any recapitalization, reclassification, issuance, split, combination or other transaction involving their equity securities or grant any option, warrant or right to acquire any such shares of capital stock or equity securities;

(vii) except as required by Company Plans as of the date hereof or to comply with applicable Laws, (A) increase in any manner the rate or terms of compensation (including target bonus levels) or benefits of any of its current or former employees, consultants or directors, other than increases in base salary for non-executive employees in the ordinary course of business consistent with past practice, (B) pay or agree to pay any bonus, pension, retirement allowance or other employee benefit not contemplated by any Company Plan to any current or former director, consultant or employee, other than in the ordinary course of business consistent with past practice, or (C) enter into, adopt or amend any employment, bonus, severance or retirement contract, or any plan, agreement or arrangement that would have constituted a Company Plan if it had been in effect on the date hereof;

(viii) make any capital contributions or investments other than to or between the Company and its Subsidiaries;

(ix) except in the ordinary course of business or as required by clause (x) below, enter into, terminate or amend any contract that would have been a Material Contract if such Contract had been in effect on the date hereof (other than (A) bidding for and entering into contracts with customers or suppliers in the ordinary course of business consistent with past practice, (B) terminations of contracts and Leases as a result of the expiration of the term of such contracts or Leases), (C) renewals of Leases in the ordinary course of business consistent with past practice or (D) licenses of Intellectual Property in the ordinary course of business consistent with past practice; provided, that such licenses do not grant any other Person exclusive rights with respect to any Intellectual Property owned by any member of the Company Group or contain any minimum royalty terms);

(x) fail to exercise any rights of renewal with respect to any Material Contract or material Leased Real Property that by its terms would otherwise expire or otherwise take any action which, with the lapse of time or giving of notice or both, would result in a default under any material Contract or any Lease;

(xi) write off as uncollectible any material amount of notes or accounts receivable, except write offs in the ordinary course of business consistent with past practice;

(xii) plan, announce, implement or effect any reduction in force, lay off, early retirement program, severance program or other program or effort concerning the termination of employment of employees of any member of the Company Group (other than terminations of individual employees in the ordinary course of business) that would constitute a "mass layoff" or "plant closing" (as defined under WARN), except as set forth on Schedule 7.1(b)(xii);

(xiii) enter into or amend any transaction with an Affiliate (other than (A) existing transactions set forth on Schedule 7.1(b)(xiii))(A), (B) transactions pursuant to existing Contracts with Affiliates as of the date hereof, (C) payment of salary and benefits (subject to the limitations in Section 7.1(b)(xiii)(C)) and ordinary course expense reimbursement not to exceed $5,000 for each individual reimbursement or $50,000 in the aggregate between the date hereof and Closing, and (D) transactions between or among wholly-owned Subsidiaries of the Company in the ordinary course of business consistent with past practice);

(xiv) cancel or reduce any insurance coverage other than with respect to any Company Plan in the ordinary course of business consistent with past practice;

(xv) enter into, modify or terminate any labor or collective bargaining agreement of any member of the Company Group or, through negotiation or otherwise, make any commitment or incur any liability to any labor organization with respect to any member of the Company Group;

(xvi) settle any Proceeding (A) for amounts in excess of $100,000, (B) that would in any manner impose material restrictions or changes on the business or operations of the Company Group, (C) that involves equitable relief or (D) that involves the admission of wrongdoing by any member of the Company Group or any officer or shareholder of any member of the Company Group, provided, however, that the Company may settle any Tax Proceeding in excess of $100,000 with the approval of Investor, such approval not to be unreasonably withheld, conditioned or delayed;

(xvii) make any material change in its accounting practices or procedures, except as required pursuant to any Law or GAAP;

(xviii) file, change, revoke or enter into any material Tax election, (in each case in a manner that is inconsistent with the past practice of the Company Group), change any method of accounting or change any accounting period (in each case, for tax or financial accounting purposes), file any material Tax Return if such Tax Return is prepared in a manner that is inconsistent with the past practice of the Company Group, as applicable, amend any Tax Return or surrender any right to claim a Tax refund;

(xix) acquire or offer to acquire any business or Person, whether by merger or consolidation, purchase of assets, shares of capital stock or equity securities, or any other manner;

(xx) make any capital expenditures other than the capital expenditures set forth on Schedule 7.1(b)(xx);

(xxi) change the types or nature of its products or services, other than in the ordinary course of business consistent with past practice, or otherwise engage in new business lines;

(xxii) effect any dispositions of European lease rights (i.e., key money dispositions) under the Leases;

(xxiii) make or adopt any resolutions relating to a complete or partial liquidation, dissolution, reorganization, recapitalization or other similar action involving the Company or any of its Subsidiaries;

(xxiv) enter into contracts or purchase orders or otherwise transact with the Mega-Link Group outside of the ordinary course or inconsistent with past practice including, for example, by (A) increasing the volume of purchase orders above historical levels as a percentage of cost of goods sold (taking into account the time of year during which orders are placed), (B) increasing the cost of goods purchased to a non-arm's-length level, (C) entering into advance purchase orders (including advance purchase orders of fabric) or making purchase commitments further in advance than has generally been the past practice, (D) paying creditors of the Mega-Link Group, (E) making any equity investment in the Mega-Link Group, or (F) extending any credit or making any advances to the Mega-Link Group; or

(xxv) commit to do any of the foregoing.

7.2 Access to Information. Between the date hereof and the earlier of the Closing Date or any date of termination of this Agreement, the Company shall, and shall cause its Subsidiaries to, provide Investor and its Representatives with reasonable access to all the properties, books, Contracts, commitments, records and employees of the Company Group, and the Company shall, and shall cause its Subsidiaries to, permit the Investor to make such inspections as it may reasonably require and, during such period shall furnish promptly to the Investor any information concerning the Company Group and its Subsidiaries that the Investor may reasonably request; provided, that the Investor agrees to give reasonable prior notice to the Company Group and that such access does not unreasonably interfere with the ongoing operations of the Company Group and its Subsidiaries. All information obtained pursuant to this Section 7.2 shall be treated as confidential. The representations, warranties, covenants and obligations of the Company and the Members, and the rights and remedies that may be exercised by Investor and the other Investor Indemnified Parties, shall not be limited, modified or otherwise affected by or as a result of any information furnished to, or any investigation made by or knowledge of, Investor, the GPIM Lenders or any of the other Common Indemnified Parties or any Representative of any of the Common Indemnified Parties.

7.3 Further Actions; Consents of Third Parties; Governmental Approvals.

(a) Each of the parties hereto shall cooperate with the other parties and use (and shall cause their respective Subsidiaries to use) their respective commercially reasonable best efforts to promptly (i) take, or cause to be taken, all actions, and do, or cause to be done, all things, necessary, proper or advisable to cause the conditions to Closing to be satisfied as promptly as practicable and to consummate and make effective, in the most expeditious manner practicable, the transactions contemplated by this Agreement, including preparing and filing promptly and fully all documentation to effect any and all necessary filings, notices, petitions, statements, registrations, submissions of information, applications and other documents (including any required or recommended filings under applicable Antitrust Laws), (ii) determine which filings are required to be made pursuant to applicable Antitrust Laws prior to Closing with, Governmental Authorities in connection with the execution and delivery of this Agreement and related agreements and consummation of the transactions contemplated hereby and thereby and (iii) obtain all approvals, consents, registrations, permits, authorizations and other confirmations from any Governmental Authority or third party necessary, proper or advisable to consummate the transactions contemplated by this Agreement, except where the failure to take such action or obtain such approvals, consents, registrations, permits, authorizations or other confirmations would not reasonably be expected to prevent or materially delay the consummation of the transaction contemplated by this Agreement; provided, however, that such action shall not include any requirement of the Investor, any GPIM Lender, any member of the Company Group or any of their respective Affiliates to pay money to any third party, commence or participate in any litigation or offer or grant any accommodation (financial or otherwise) to any third party.

(b) As promptly as reasonably practicable after the date hereof, each of the parties hereto shall (or shall cause their ultimate parent entity to) make all required filings pursuant to applicable Antitrust Laws and will request early termination of the waiting period under the applicable Antitrust Laws. Each party warrants that all such filings by it will be, as of the date filed, true and accurate in all material respects and in material compliance with the requirements of the applicable Antitrust Laws. Each of the parties agrees to file any additional information requested by the foreign antitrust agencies under the applicable Antitrust Laws, and to cooperate with and make available to the other parties such information as each of them may reasonably request relative to its business, assets and property as may be required of each of them to file such additional information. Each party shall, subject to applicable Laws relating to access to and the exchange of information, use commercially reasonable efforts to promptly inform the other party of any communication received by, or given by, such party from or to, as the case may be, any Governmental Authority regarding the transactions contemplated by this Agreement. Each of the parties shall use its commercially reasonable efforts to take such action as may be required, including responding to any Request for Additional Information or Documentary Material received from any of the foreign antitrust agencies pursuant to the applicable Antitrust Laws and actions relating to the same, to cause the expiration of the waiting periods or the receipt of approval decisions under the applicable Antitrust Laws with respect to the transactions contemplated by this Agreement as promptly as reasonably practicable. Each party shall consult with the other party in advance with respect to, and permit the other party to review in advance, any proposed correspondences, filings or communications by such party with

any Governmental Authority or members of its staff and provide the other party with a copy of all correspondences or communications from any Governmental Authority or members of its staff. No party shall agree to participate in any meeting or conference with any Governmental Authority in respect of any filing, investigation or other inquiry unless it consults with the other party in advance and, to the extent permitted by such Governmental Authority, gives the other party the opportunity to attend and participate at such meeting or conference. For purposes of this Section 7.3(b), the "commercially reasonable efforts" of the parties shall include (i) opposing any motion or action for a temporary, preliminary or permanent injunction against the transactions contemplated by this Agreement, and (ii) resolving any objections that may be asserted with respect to the transactions contemplated by this Agreement under applicable Antitrust Laws; but under no circumstances shall Investor, the GPIM Lenders or any of their respective Affiliates (including the Company or any of its Subsidiaries after giving effect to the Closing) be required, nor shall any member of the Company Group consent, to hold separate or divest any of their respective assets or businesses after the Closing or agree to any limitations on their respective conduct or actions after the Closing. For the avoidance of doubt, nothing in this Section 7.3 shall impose any obligation on the Investor or the GPIM Lenders with respect to the Financing or the definitive documents related thereto. The Company and Investor shall each pay one-half of all filing fees incurred in connection with the filings made by the parties to comply with this Section 7.3(b).

7.4 Cooperation with Debt Financing.

(a) The Company shall use its reasonable best efforts to (i) enter into, and to cause each other Credit Party party thereto to enter into, at or prior to Closing, (x) an amendment and restatement agreement amending the Existing Credit Agreement on terms set forth in the term sheet attached as Exhibit H hereto and with such other terms as are reasonably acceptable to Investor, the GPIM Lenders and the Company (the Existing Credit Agreement as so amended, the "Amended & Restated Senior Credit Agreement"), (y) definitive documentation for the ABL Financing, in form and substance reasonably acceptable to the Investor and the GPIM Lenders (the "ABL Senior Credit Agreement" and the financing contemplated thereby, the "ABL Financing") and (z) definitive documentation for the New Senior Secured Facility on the terms and conditions contained in the New Senior Secured Commitment Letter and otherwise in a form and substance reasonably acceptable to the Investor and the GPIM Lenders and (ii) cause the financing contemplated by the Exchange Agreement (the "Senior Debt Financing" and together with the ABL Financing and the Senior Secured Financing, the "Financing"), the Senior Secured Financing and the ABL Financing to be consummated at the Closing, including, without limitation, by (A) if the Amended and Restated Senior Credit Agreement is delivered prior to the Closing Date, complying in all material respects with the requirements of the Amended and Restated Senior Credit Agreement from the delivery thereof through the Closing, (B) taking all corporate actions necessary to authorize the consummation of the Financing and executing definitive documentation related thereto; provided, that the Company Group shall not be required to pay any commitment or any other fee in connection with the Financing prior to the Closing Date; and, provided, further, that the effectiveness of any definitive documentation executed by the Company or any of its Subsidiaries shall be subject to the consummation of the Closing, and (C) taking all actions necessary to satisfy conditions precedent (including those set forth in Exhibit I and a commitment letter in connection with the New Senior Secured Facility) to the

effectiveness of the New Senior Secured Facility, the Amended & Restated Senior Credit Agreement and the ABL Senior Credit Agreement. The Company shall not (x) agree to any amendment, modification, withdrawal, termination or replacement of the Exchange Agreement, the New Senior Secured Facility or the ABL Senior Credit Agreement or (y) waive or compromise any of its rights thereunder, in each case, that would reasonably be expected to materially delay or prevent the consummation of the transactions contemplated by this Agreement, without the prior written consent of Investor. Additionally, the Exchange Agreement shall provide that any and all warrants issued by BCBG, the Company or Azria Enterprises and held by the Warrant Holders (the "Warrants") shall be canceled at the Closing for no additional consideration and that, at the request of the Members, each of the Warrant Holders shall provide all documents necessary to evidence its consent to the cancellation of the Warrants and shall take all such other actions as the Members may reasonably request in order to provide evidence of such consent of the Warrant Holders.

(b) The Members each agree to provide, and shall cause their respective Subsidiaries to provide, all reasonable cooperation in connection with the arrangement of the Financing as may be reasonably requested by the Company, the GPIM Lenders or Investor and that is necessary or customary in connection with the Company's efforts to consummate the Financing.

7.5 Notification of Certain Matters. The Company shall give notice to Investor and the GPIM Lenders, as promptly as reasonably practicable upon becoming aware of (a) any fact, change, condition, circumstance, event, occurrence or non-occurrence that has caused or is reasonably likely to cause any representation or warranty in this Agreement made by it to be untrue or inaccurate in any material respect at any time after the date hereof and prior to the Closing, (b) any material failure on its part to comply with or satisfy any covenant, condition or agreement to be complied with or satisfied by it hereunder, (c) the institution of or the threat of institution of any Proceeding against any member of the Company Group related to this Agreement or the transactions contemplated by this Agreement, or (d) any allegation by any Governmental Authority or party to a Material Contract that the consent of such party is or may be required in connection with the transactions contemplated by this Agreement; provided, that the delivery of any notice pursuant to this Section 7.5 shall not limit or otherwise affect the remedies available to Investor hereunder, or the representations or warranties of the Company.

7.6 Exclusivity. From the date hereof through the Closing or the termination of this Agreement (the "Exclusivity Period"), the Company and the Members shall not, and shall not permit the Company's Affiliates and the respective officers, members, directors, employees, agents, counsel, accountants, advisors and other representatives of the Company and its Affiliates (collectively, "BCBG Representatives") to, at any time until the expiration or termination of the Exclusivity Period, take any action to solicit, initiate, engage, consider, negotiate or enter into any proposals or other offers from any Person, other than Investor, or provide any confidential or proprietary information to, or discuss or negotiate with, such Person or entity, other than Investor and the BCBG Representatives, in each case, regarding any Similar Transaction. The Company shall, and shall cause the BCBG Representatives to, immediately terminate all discussions and negotiations with any Person, other than Investor and its Representatives, with respect to any Similar Transaction and promptly request and instruct the

return or destruction of all confidential information previously furnished to any Person and cause the access of all such Persons to the Company Group's virtual data room to be terminated, other than Investor and its Representatives, in connection with any Similar Transaction. In the event that the Company or any BCBG Representative receives any offers or inquiries with respect to any Similar Transaction during the Exclusivity Period, the Company will give prompt written notice to Investor, which notice will include the identity of the party making such offer or inquiry and the terms thereof. This Section 7.6 shall not apply to any activities otherwise prohibited if they are with any party in connection with a potential debtor in possession financing (but, in each case, not including clause (iv) of the definition of "Similar Transaction").

7.7 Tax.

(a) The Company has been treated as a partnership for U.S. federal income tax purposes (and not as a publicly traded partnership within the meaning of Section 7704(b) of the Code) at all times since its inception and the Company and the parties hereto will not take any position inconsistent with such treatment from the date hereof until the Closing.

(b) From the date hereof until the Closing, no election will be filed pursuant to Treasury Regulation Section 301.7701-3 to treat and classify any member of the Company Group as an association taxable as a corporation for federal, state or local income Tax purposes.

7.8 December Month-End Financial Statements. As promptly as practicable after the date hereof, and in any case prior to the Closing Date, the Company shall deliver to the Investor and the GPIM Lenders the December Month-End Financial Statements.

7.9 Update of Disclosure Schedules. The Company may from time to time prior to the Closing, by notice in accordance with this Agreement, supplement or amend the Disclosure Schedules with respect to any matter arising after the date hereof that does not arise out of a breach of the covenants of the Company hereunder which, if in existence on the date hereof, would have been required to be set forth or described in the Disclosure Schedules. Notwithstanding the foregoing, no such supplemental or amended disclosure shall be deemed to have cured any breach of any representation or warranty made in this Agreement, including for purposes of determining whether or not the conditions set forth in Article VIII have been satisfied or for determining the availability of indemnification pursuant to Article X.

7.10 Interim CFO. If requested by Investor prior to Closing, the Company shall engage an individual or a restructuring or similar firm identified by Investor (and reasonably acceptable to the Company) to serve as, or provide the Company Group with the services of, an interim chief financial officer (the "Interim CFO"). Prior to Closing, the Company Group shall provide Investor with reasonable access to the Interim CFO and financial reporting materials prepared by the Interim CFO for the Company Group, in each case, in accordance with and subject to the provisions of Section 7.2.

7.11 Release of Claims.

(a) From and after the date of this Agreement, except in the case of fraud (excluding negligent or equitable fraud or other fraud claims based on negligence) and except for

claims arising under or related to this Agreement, the Transaction Agreements, any Contract set forth on Schedule 4.10 between the Company Group and any Related Person that is not terminated at or prior to Closing with no continuing liability on the part of the Company Group, the express contractual rights and obligations under the Existing Credit Agreement, any commercial relationship unrelated to the transactions contemplated by this Agreement, or any express contractual rights and obligations arising under any employment, compensation or directorship agreement or arrangement set forth on Schedule 4.12(a)(xiv), the Company, on behalf of itself, the members of the Company Group, and each of their Affiliates, and the GPIM Lenders, on behalf of themselves and each of their Affiliates, hereby waives and releases the Members, their respective Affiliates, their respective shareholders, and their respective officers, directors and employees, in each case, current and former (collectively, the "Member Released Persons") from, to the fullest extent permitted by applicable Law, any and all rights, defenses, claims and causes of action, known or unknown, foreseen or unforeseen, which any member of the Company Group or any GPIM Lender or any of their Affiliates has or may have in the future against any Member Released Person based on facts or other circumstances existing as of immediately prior to the execution and delivery of this Agreement, including any matters relating to or arising out of the negotiations relating to this Agreement or any other prior transactions. For the avoidance of doubt, nothing in this Section 7.11 shall constitute a waiver or release of any rights, defenses, claims and causes of action under Article X.

(b) From and after the date of this Agreement, except in the case of fraud (excluding negligent or equitable fraud or other fraud claims based on negligence) and except for claims arising under or related to this Agreement, the Transaction Agreements, any Contract between the Company Group and any Related Person that is listed on Schedule 4.10 and not terminated at or prior to Closing with no continuing liability on the part of the Company Group, the express contractual rights and obligations under the Existing Credit Agreement, any commercial relationship unrelated to the transactions contemplated by this Agreement, or any express contractual rights and obligations arising under any employment, compensation or directorship agreement or arrangement, the Company, the Members and the Stockholders on behalf of themselves and each of their respective Affiliates, hereby waive and release Investor, the GPIM Lenders, Cain Hoy Enterprises, LLC, Guggenheim Capital, LLC, Guggenheim Partners Investment Management, LLC, Guggenheim Corporate Funding, LLC, and the members of the Company Group, the Affiliates of each of the foregoing, and all of their respective officers, directors and employees, in each case, current and former (collectively, the "Investor/GPIM Released Persons") from, to the fullest extent permitted by applicable Law, any and all rights, defenses, claims and causes of action, known or unknown, foreseen or unforeseen, which the Company, the Members, the Stockholders or any of their respective Affiliates has or may have in the future against the Investor/GPIM Released Persons based on facts or other circumstances existing as of immediately prior to the execution and delivery of this Agreement, including any matters relating to or arising out of the negotiations relating to this Agreement or any other prior transactions. For the avoidance of doubt, the Company, the Members and each of the Stockholders, on behalf of themselves and each of their respective Affiliates, acknowledge and agree that from and after the Closing, the Company Group shall not have any obligation to any such Person in respect of any Indebtedness other than under the Amended & Restated Senior Credit Agreement, the New Senior Secured Facility and related agreements; *provided* that the Company has complied with Section 3.2(h) on the Closing Date.

7.12 Non-Solicitation; Non-Compete.

(a) During the Covenant Period, each of the Stockholders agrees not to, directly or indirectly, separately or in association with others, interfere with, impair, disrupt or damage the Company's business by soliciting, encouraging or attempting to hire any of the Company's or its Subsidiaries' employees or causing others to solicit or encourage any of the Company's or its Subsidiaries' employees to discontinue their employment with the Company or its Subsidiaries; provided, however, that nothing in this Section 7.12 shall prohibit any advertisement or general solicitation (or hiring as a result thereof) that is not specifically targeted at the Company's or its Subsidiaries' employees, nor shall it prohibit the solicitation or hiring of any person who initiates employment discussions with a Stockholder or its Affiliates or the solicitation for hire or hiring of any person whose employment was terminated by the Company prior to such solicitation.

(b) During the Covenant Period, each of the Stockholders agrees not to, directly or indirectly, separately or in association with others, intentionally cause, induce or encourage any actual or prospective client, customer, distributor, vendor, supplier, licensor or advisor of the Company or any of its Subsidiaries (including any Person that becomes a client, customer, distributor, vendor, supplier, licensor or advisor of the Company or its Subsidiaries after the Closing) to terminate or modify (to the detriment of the Company or any of its Subsidiaries) any such relationship.

(c) During the Covenant Period, each of the Stockholders agrees not to, directly or indirectly: (i) own, operate, manage, control, participate in, consult with, advise, work for, provide services for or in any manner engage in or knowingly facilitate (including, in association with any Person, or through any Person), any business, whether in corporate, proprietorship or partnership form or otherwise that sells products in a Line of Business ("Restricted Business"); or (ii) acquire any interest in (proprietary, financial or otherwise) any Person which is a Restricted Business (other than the Company) as a partner, shareholder, director, officer, principal, agent, consultant or in any other relationship or capacity.

(d) (i) During the Covenant Period and except in connection with the conduct of the business of the Company Group, Max Azria agrees not to, directly or indirectly, use or exploit or authorize any other Person to use or exploit, any of the Max Azria Publicity Rights in connection with any business, (whether in corporate, proprietorship or partnership form or otherwise) within the Lines of Business or, except as expressly set forth in Section 2.8(a), outside of the Lines of Business. (ii) During the term of the Lubov Azria Employment Agreement and during the Covenant Period, and except in connection with the conduct of the business of the Company Group, Lubov Azria agrees not to use or exploit, or authorize any other Person to use or exploit, (A) any of the Lubov Azria Publicity Rights in any Restricted Business; or (B) the name AZRIA or any confusingly similar variation, confusingly similar abbreviation or confusingly similar portion thereof (whether alone or in combination with other words, other than LUBOV AZRIA (where AZRIA is not presented more prominently than LUBOV)) in connection with any business (whether in corporate, proprietorship or partnership form or otherwise, except for in the name Azria Enterprises as a holding company). (iii) For the avoidance of doubt, each of Max Azria and Lubov Azria acknowledges and agrees that all right, title and interest in and to (A) all works of authorship prepared in the scope of his/her

employment by the Company or any predecessor thereof (including, without limitation, all rights in "Lubov's Look of the Day" and all content thereon) (collectively, the "Azria Works") are solely and exclusively owned by members of the Company Group, and (B) the Mark AZRIA and any confusingly similar variation, confusingly similar abbreviation or confusingly similar portion thereof (whether alone or in combination with other words) and the Lubov Azria Name Mark Rights are each solely and exclusively owned by members of the Company Group, in each case, in the Lines of Business. (iv) For the avoidance of doubt, from and after the Closing Date, Max Azria and Lubov Azria each agree not to use or exploit, or authorize any other Person to use or exploit, the names MAX, LUBOV and/or AZRIA or any confusingly similar variations, confusingly similar abbreviations or confusingly similar portions thereof (whether alone or in combination with other words) as a Mark in any Lines of Business or as part of a name of or primary branding of (including as branding on, a Mark in, or an otherwise prominent feature of any advertising, marketing or promotional materials) or Mark in any Lines of Business.

(e) Notwithstanding the provisions of Section 7.12(c), the Stockholders may (i) own, directly or indirectly, solely as an investment, securities of any Person which is a Restricted Business (other than the Company and its Subsidiaries) that are traded on any national securities exchange or NASDAQ; provided, that neither of the Stockholders (x) is a controlling Person of, or a member of a group which controls, such Person, (y) directly or indirectly, owns more than five percent (5%) of any class of securities of such Person and (z) has an active participation in the business of such Person, (ii) invest in or own any publicly traded debt securities of any Person or (iii) invest in or own any interest in any mutual or other investment fund registered with the Securities and Exchange Commission under the Investment Company Act of 1940, as amended.

(f) The parties acknowledge that Investor has required the Stockholders to agree to the Business Covenants as a condition to Investor's willingness to enter into this Agreement. The parties agree that the Business Covenants shall be enforced to the fullest extent permitted by applicable Law. Accordingly, if in any judicial Proceedings a court shall determine that such covenant is unenforceable for any reason, including, because it covers too extensive a geographical area or survives too long a period of time, then the parties intend that any such covenant shall be deemed to cover only such maximum geographical area and maximum period of time, if applicable, and/or shall otherwise be deemed to be limited in such manner, as will permit enforceability by such court. In the event that any one or more of the Business Covenants shall, either by itself or together with other covenants be adjudged to go beyond what is reasonable in all the circumstances for the protection of the interests of Investor and its Affiliates, but would be adjudged reasonable if any particular covenant or covenants or parts thereof were deleted, restricted, or limited in a particular manner, then the said covenants shall apply with such deletions, restrictions, or limitations, as the case may be. The parties further agree that the Business Covenants, including the worldwide restrictions set forth therein, are reasonable in all circumstances for the protection of the legitimate interests of Investor and its Affiliates given, among other things, the worldwide nature of the business of the Company.

7.13 Protection of Company Goodwill and Azria Marks.

(a) At the Company's reasonable request, cost and expense, Max Azria and Lubov Azria agree to reasonably promptly take all actions and execute and deliver all

documents, in each case, reasonably necessary or desired by the Company, or any Person designated by the Company, to perfect, protect, apply for, register, maintain and/or enforce the Company's rights in and to the Max Azria Publicity Rights in the Lines of Business, the Lubov Azria Publicity Rights in the Lines of Business, the Lubov Azria Name Mark Rights, the Azria Works, the Azria Marks (either in the Lines of Business or as otherwise in use in interstate commerce by the Company Group as of the date hereof outside the Lines of Business), and/or any other Marks included in the Registered IP (collectively, the "IP Assets"), including with respect to the registration of Social Media usernames or accounts by or on behalf of the Company.

(b) From and after the Closing Date, each of Max Azria and Lubov Azria agree not to, directly or indirectly, issue any press release or otherwise make any other public statement (including through Social Media or in any media, book, memoir or other publication) nor authorize any of the foregoing (i) on behalf of the Company or any other member of the Company Group (except in connection with the conduct of the business of the Company Group) or (ii) that would reasonably be expected to (A) adversely and materially impact the goodwill of any member of the Company Group, their businesses and/or the Azria Marks or (B) misleadingly or incorrectly appear to be endorsed by, sponsored by, or otherwise attributed to or approved by any member of the Company Group (other than pure statements of fact or in connection with the conduct of the business of the Company Group), except, in each case, with the prior written consent of the Company (in its sole discretion) or as required by applicable Law; provided, however, that Max Azria and Lubov Azria, as applicable, will give reasonable prior notice to the Company and, to the extent permitted under applicable Law, the exact content and timing of any such press release or other public statement required by applicable Law.

(c) From and after the Closing Date, each of Max Azria and Lubov Azria agree not to, directly or indirectly, (x) do or cause to be done any act (nor authorize any of the foregoing) that would reasonably be expected to result in nor (y) fail to take any action where such failure would directly cause, in each case, the invalidation or material impairment of the Company's rights in the IP Assets. The Company covenants that it and the Company Group will not, without the prior written consent of Max Azria or Lubov Azria (such consent not to be unreasonably conditioned, withheld or delayed, except in connection with the Lubov Azria Publicity Rights, which shall be in Lubov Azria's sole discretion) use (or license or authorize the use of) any Azria Marks as the brand name or other source indicator of, or any Max Azria Publicity Rights or Lubov Azria Publicity Rights as endorsements of, any products or services in the Prohibited Categories. For purposes of this Section 7.13(c), the Parties acknowledge and agree that any goods or services marketed, promoted, sold, offered for sale, distributed, commercialized or otherwise exploited by the Company or any predecessor thereof prior to or as of the date hereof (or any natural extension or derivation thereof) shall not be deemed to constitute products or services in the "Prohibited Categories". Notwithstanding anything to the contrary in this Agreement, the Company acknowledges and agrees, on behalf of itself and the Company Group, that (i) the Company Group will not use MAX AZRIA as a Mark outside the Lines of Business other than in the form of BCBGMAXAZRIA, (ii) the Company Group will limit its use of LUBOV or LUBOV AZRIA as or in a Mark to the extent of, or in the same manner and for the same types and level of quality of products and services as, the Company's use thereof prior to the date hereof (or as approved by Lubov Azria in her sole discretion after

the date hereof). The Company acknowledges and agrees, on behalf of itself and the Company Group, that subject to the other terms and conditions of this Agreement, Lubov Azria reserves the right to use LUBOV AZRIA as or in a Mark outside of the Lines of Business (with AZRIA not being presented more prominently than LUBOV). Any assignment or transfer of the Azria Marks, the Max Azria Publicity Rights or the Lubov Azria Publicity Rights shall be expressly subject to the assignee or transferee agreeing in writing to the covenants set forth in this Section 7.13(c) with Max and Lubov Azria as intended third-party beneficiaries (and any purported assignment or transfer without such written agreement shall be void *ab initio*).

7.14 Termination of Non-Competition Agreement. At or prior to the Closing, each of the Company and AZ6 shall take all such action necessary to terminate the Non-Competition Agreement and shall take all such other actions as the Stockholders may reasonably request in order to provide evidence of such termination.

7.15 Mutual Non-Disparagement.

(a) From and after the date of this Agreement, the Company (prior to Closing), the Members and the Stockholders agree not to, and to cause their respective Affiliates not to, disparage or encourage or induce others to disparage (i) the Company, any Affiliate of the Company, any member of the Company Group or any current or former officers, directors, employees, consultants, products or services of any of the foregoing, or (ii) the Investor, the GPIM Lenders, the Investor Guarantor, Cain Hoy Enterprises, LLC, Guggenheim Partners Investment Management, LLC, Guggenheim Corporate Funding, LLC, Guggenheim Capital, LLC, or any current or former employees of the foregoing (the Persons in clauses (i) and (ii), collectively, the "Investor/GPIM Parties"). For purposes of this Section 7.15(a), the term "disparage" means making comments or statements to the press or to any entity with whom any member of the Company Group or, to the knowledge of the Members and the Stockholders, any Investor/GPIM Party and their respective subsidiaries, has a business relationship (for example, any vendor, supplier, customer, landlord or distributor) or any public statement, in each case, that (x) (i) is intended to materially damage or (ii) can be reasonably expected to materially damage and (y) actually results in material damage to, any of the Investor/GPIM Parties.

(b) From and after the date of this Agreement, the Investor, the GPIM Lenders and the Company (following the Closing) shall not, and shall cause their respective controlled Affiliates not to disparage or encourage or induce others to disparage the Members or the Stockholders. For purposes of this Section 7.15(b), the term "disparage" means making comments or statements to the press or to any entity with whom the Members or the Stockholders, to the knowledge of the Investor, the GPIM Lenders or the Company, as applicable, have a business relationship (for example, any vendor, supplier, customer, landlord or distributor) or any public statement, in each case, that (x) (i) is intended to materially damage or (ii) can be reasonably expected to materially damage and (y) actually results in material damage to such Member or Stockholder.

(c) Notwithstanding the foregoing, nothing in this Section 7.15 shall prevent any Person from making any truthful statement (a) necessary with respect to any litigation, arbitration or mediation involving this Agreement, the other Transaction Agreements or the transactions contemplated hereby or thereby, in the forum in which such litigation, arbitration or

mediation properly takes place or (b) that is protected by law or required by law, legal process or by any court, arbitrator, mediator or administrative or legislative body (including any committee thereof) with apparent jurisdiction over such Person.

ARTICLE VIII
CONDITIONS PRECEDENT TO THE OBLIGATIONS OF THE PARTIES

8.1 Conditions Precedent to the Parties' Obligations. The obligations of the parties under this Agreement are subject to the satisfaction or to the waiver by such parties, on or prior to the Closing Date, of each of the following conditions:

(a) Antitrust Laws; Governmental Approvals. All required filings under the applicable Antitrust Laws to be determined pursuant to Section 7.3(a)(ii) shall have been completed, and any waiting period under the applicable Antitrust Laws to be determined pursuant to Section 7.3(a)(ii) shall have expired or been terminated.

(b) No Injunctions or Legal Prohibition. On the Closing Date, there shall exist no (i) injunction or other order issued by any Governmental Authority or court of competent jurisdiction, which prohibits the consummation of the transactions contemplated under this Agreement and (ii) pending Proceeding brought by or on behalf of a Governmental Authority seeking to prohibit the consummation of the transactions contemplated under this Agreement; provided, that if an injunction is issued by a Governmental Authority under Antitrust Laws, the Company shall continue to pursue relief pursuant to the terms of this Agreement.

(c) Financing. (i) The ABL Senior Credit Agreement, in form and substance reasonably satisfactory to Investor, the GPIM Lenders and the Company (including a minimum aggregate commitment of $150,000,000), shall have been executed and delivered by BCBG Group, BCBG Canada, Bank of America, N.A. and Merrill Lynch, Pierce, Fenner & Smith Incorporated, all conditions to funding thereunder shall have been waived or satisfied (or shall be waived or satisfied contemporaneously with the Closing) and the ABL Senior Credit Agreement shall become effective upon the Closing, (ii) the New Senior Secured Facility, in form and substance reasonably satisfactory to the Investor, the GPIM Lenders and the Company, shall have been executed and delivered by the New Senior Secured Lender to the Company and the New Senior Secured Facility shall become effective upon the Closing, (iii) the Amended and Restated Senior Credit Agreement, in form and substance reasonably satisfactory to the Investor, the GPIM Lenders and the Company, shall have been executed and delivered by BCBG Max Azria Intermediate Holdings, LLC, BCBG Max Azria Group, LLC, certain subsidiaries of BCBG Max Azria Intermediate Holdings, LLC, the GPIM Lenders (or their designated Affiliate) and Guggenheim Corporate Funding, LLC as lead arranger, sole book runner, administrative agent and collateral agent, and the Amended and Restated Senior Credit Agreement shall become effective upon the Closing, (iv) the ABL Senior Credit Agreement shall provide Additional ABL Availability in at least the amount set forth on Schedule 8.1(c) hereto, (v) the lenders under the Existing ABL Credit Agreement shall have permanently waived upon Closing the payment by the Company or its affiliates of any forbearance or similar fees relating to the Existing ABL Credit Agreement (including any fees earner prior to the date hereof, but excluding any such fees which have been paid in cash prior to the date hereof) and (vi) the funding of at least

$25,000,000 in loans under the New Senior Secured Facility shall have occurred or will occur contemporaneously with the Closing.

8.2 Conditions Precedent to the Obligations of the Investor. The obligations of Investor under this Agreement in connection with the consummation of the Closing are subject to the satisfaction or to the waiver by Investor, on or prior to the Closing Date, of each of the following conditions:

(a) Third-Party Consents. The Company Group shall have obtained all consents set forth on Schedule 8.2(a).

(b) Representations and Warranties Accurate. The (i) representations and warranties of the Company contained in Article IV that are qualified by "materiality" or "Material Adverse Effect" or other similar qualifications contained in such representations and warranties shall be true and correct in all respects and (ii) representations and warranties of the Company contained in Article IV that are not so qualified shall be true and correct in all material respects, in each case, on and as of the date of this Agreement and on and as of the Closing Date as though made on and as of the Closing Date (except for such representations and warranties expressly stated to relate to a specific date, in which case such representations and warranties shall be true and correct in all material respects as of such specific date).

(c) Performance. The Company and the Members shall have performed and complied in all material respects with all agreements and covenants required by this Agreement to be performed and complied with by the Company and the Members prior to or on the Closing Date.

(d) No Material Adverse Effect. Except as set forth on Schedule 8.2(d) or elsewhere on the Disclosure Schedules and except for (i) matters of which Investor has actual knowledge as of the date hereof (other than for matters that were required to be disclosed on the Disclosure Schedules but were not so disclosed) and (ii) delays and defaults in the payment of accounts payable of the Company Group and other matters related to, to the extent resulting from or caused, in whole or in part, by the limited liquidity of the Company Group, since the Balance Sheet Date, there shall not have occurred a Material Adverse Effect.

(e) Receipt of Deliverables. Investor shall have received all items required to be delivered by the Company and the Members pursuant to Section 3.2.

(f) Mega-Link Group. Between the date hereof and the Closing Date, there shall not have been any breach of Section 7.1(b)(xxiv).

(g) Reimbursement of Certain Costs and Expenses. The Company shall have reimbursed the Debt Financing Sources and their Affiliates for all costs and expenses incurred by the Debt Financing Sources and their Affiliates in connection with the ABL Senior Credit Agreement and the Amended & Restated Senior Credit Agreement and, in each case, the transactions contemplated thereby, including, without limitation, fees and disbursements and other charges of counsel.

(h) Rent Concessions. The Company Group shall have entered into amendments of Leases (including amendments entered into prior to the date hereof since July 1, 2013) providing for rent concessions as set forth on Exhibit G attached hereto.

(i) Carlton Agreement. The Company shall have delivered to the Investor a duly executed termination and release agreement in a form and substance reasonably satisfactory to the Investor whereby the Company is released from all future obligations under the Carlton Agreement.

(j) GPIM Lender Conditions. All of the conditions to the obligations of the GPIM Lenders set forth in Section 8.3 (except subsection (e) thereof) shall have been satisfied, or to the extent permitted, waived by the GPIM Lenders.

(k) December Month-End Financial Statements EBITDA. The Company Group's EBITDA reflected in the unaudited consolidated balance sheet of the Company Group as of January 3, 2015 and the related consolidating statements of income and cash flows for the eleven (11) month period then ended (the "December Month-End Financial Statements") will not be less than $37,000,000.

8.3 Conditions Precedent to the Obligations of the GPIM Lenders. The obligations of the GPIM Lenders under this Agreement in connection with the consummation of the Closing are subject to the satisfaction or to the waiver by the GPIM Lenders, on or prior to the Closing Date, of each of the following conditions:

(a) Fairness Opinion. Guggenheim Partners Investment Management, LLC an opinion regarding the fairness, from a financial point of view, of the aggregate consideration to be received by the GPIM Lenders collectively as a group, pursuant to this Agreement from Houlihan Lokey or another investment bank satisfactory to the GPIM Lenders in a form and substance satisfactory to the GPIM Lenders.

(b) Client and Investor Consents. Guggenheim Partners Investment Management, LLC shall have received all consents from the GPIM Lenders required by either the Investment Advisers Act of 1940 or its regular internal compliance procedures to permit Guggenheim Partners Investment Management, LLC to take those actions necessary to consummate the Closing on behalf of the GPIM Lenders, in a form and substance satisfactory to Guggenheim Partners Investment Management, LLC.

(c) Carlton Agreement. The Company shall have delivered to the GPIM Lenders a duly executed termination and release agreement in a form and substance reasonably satisfactory to the GPIM Lenders whereby the Company is released from all future obligations under the Carlton Agreement.

(d) Receipt of Deliverables. The GPIM Lenders shall have received all items required to be delivered to it pursuant to Section 3.2.

(e) Investor Conditions. All of the conditions to the obligations of the Investor set forth in Section 8.2 (except subsection (j) thereof) shall have been satisfied; provided

that in no event shall any condition to the obligations of the Investor set forth Section 8.2 be deemed to be satisfied for purposes of this Section 8.3(e) if such condition is waived by the Investor.

(f) Additional Conditions. The conditions set forth in Exhibit I shall have been satisfied, or to the extent permitted, waived by the GPIM Lenders.

8.4 Conditions Precedent to the Obligations of the Company. The obligations of the Company under this Agreement in connection with the consummation of the Closing are subject to the satisfaction or to the waiver by the Company, on or prior to the Closing Date, of each of the following conditions:

(a) Representations and Warranties Accurate. The (i) representations and warranties of Investor and of the GPIM Lenders contained in Article V and Article VI, respectively, that are qualified by "materiality" or "Material Adverse Effect" or other similar qualifications contained in such representations and warranties shall be true and correct in all respects and (ii) representations and warranties of Investor and of the GPIM Lenders contained in Article V and Article VI, respectively, that are not so qualified shall be true and correct in all material respects, in each case, on and as of the Closing Date as though made on and as of the Closing Date (except for such representations and warranties expressly stated to relate to a specific date, in which case such representation and warranties shall be true and correct in all material respects as of such specific date).

(b) Receipt of Deliverables. The Company shall have received all items required to be delivered by Investor pursuant to Section 3.2.

ARTICLE IX
TERMINATION

9.1 Termination. Notwithstanding anything to the contrary in this Agreement, this Agreement may only be terminated as follows:

(a) by Investor, effective upon written notice to the other parties, if there shall have been a breach of any of the representations, warranties, agreements or covenants set forth in this Agreement on the part of any member of the Company Group or Members that would result in any condition to the obligations of Investor set forth in Article VIII not being satisfied, such violation or breach has not been waived by the Investor, and such breach has not been cured within thirty (30) days following the Investor's written notice of such breach; provided, that the right to terminate this Agreement under this Section 9.1(a) shall not be available to the Investor if such Person is then in material breach of any representation, warranty, covenant, or other agreement contained in this Agreement;

(b) by the Company, effective upon written notice to the other parties, if there shall have been a breach of any of the representations, warranties, agreements or covenants set forth in this Agreement on the part of the Investor that would result in any condition to the obligations of the Company set forth in Article VIII not being satisfied, such violation or breach has not been waived by the Company, and such breach has not been cured within thirty (30) days

following the Company's written notice of such breach; provided, that the right to terminate this Agreement under this Section 9.1(b) shall not be available to the Company if any Member or member of the Company Group is then in material breach of any representation, warranty, covenant, or other agreement contained in this Agreement;

(c) by the Company or, the Investor, effective upon written notice to the other parties, if the Closing shall not have occurred on or prior to 5:00 p.m. New York City time on February 2, 2015 (the "End Date); provided that, if on the End Date one or more of the conditions to closing set forth in Section 8.2 have not been satisfied or, to the extent permitted, waived by the party entity to the benefit thereof, the Investor may, in its sole discretion, extend the End Date to February 12, 2015; provided, further, that the right to terminate this Agreement under this Section 9.1(c) shall not be available if the terminating party (or its Subsidiaries or Affiliates) is in breach of any representation, warranty, covenant or other agreement contained herein at the time of such termination and such breach proximately causes the failure of the Closing to be consummated on or prior to such date;

(d) by the Company or, the Investor, effective upon written notice, if there shall be in effect a final, non-appealable order, writ, injunction, decree, ruling or Law issued, enacted, promulgated or entered by any Governmental Authority of competent jurisdiction permanently enjoining, restraining, making illegal or prohibiting the consummation of the transactions contemplated by this Agreement; provided that the party so requesting termination shall have complied in all material respects with Section 7.3; or

(e) by the mutual written consent of the Company, the Investor and the GPIM Lenders.

9.2 Effect of Termination. If this Agreement shall be terminated pursuant to this Article IX, all further obligations of the parties under this Agreement shall be terminated without further liability of any party to the other, with the exception of this Section 9.2 and Article XI, and the provisions of Section 5.5(b) and, subject only to clause (ii) of the immediately following proviso, Section 7.11 and Section 7.15 shall be deemed to be void *ab initio*; provided, that (i) no termination of this Agreement shall relieve any party from liability for any knowing and intentional breach of this Agreement prior to such termination and (ii) notwithstanding anything herein to the contrary, Section 7.11 and Section 7.15 shall survive the termination of this Agreement if (x) (1) the conditions precedent to the Closing set forth in Article VIII (other than Sections 8.2(e) (solely as to deliverables from the Company, the Members and the Stockholders), 8.2(f) and 8.2(g)) were satisfied or waived (or, in the case of Section 8.1(c) and the conditions set forth in Sections 1.1, 1.2, 1.3, 1.6 and 1.9 in Exhibit I, the applicable lenders were ready, willing and able to fund as provided therein or in the case of Section 8.4(b) the applicable parties (other than the Company, the Stockholders and the Members) were ready, willing and able to perform), (2) the Investor and the GPIM Lenders were ready, willing and able to close on the terms set forth in this Agreement and (3) notwithstanding the satisfaction of clauses (1) and (2), the Company, the Members or the Stockholders materially breached their respective obligations under this Agreement to consummate the Closing or (y) the Company, the Members or the Stockholders have knowingly and intentionally materially breached their obligations under this Agreement with the primary purpose of preventing the satisfaction of the conditions precedent to the Closing set forth in Sections 8.1, 8.2 or 8.3.

Notwithstanding anything in this Agreement to the contrary, in the event that at the End Date the conditions precedent to the Closing set forth in Article VIII are not satisfied or waived and this Agreement is not promptly terminated in accordance with Section 9.1 then the provisions of Section 7.11 and Section 7.15 shall be deemed to be void *ab initio*.

ARTICLE X
SURVIVAL AND INDEMNIFICATION

10.1 Survival of Representations and Warranties, Operating Covenants and Business Covenants. (a) Subject to Section 10.9, the representations and warranties of the parties contained in Article IV and Article V of this Agreement shall survive the Closing and shall expire on the date that is 120 days following the last day of the Company Group's fiscal year ending January 30, 2016 (the "Survival Date"); provided, that the Fundamental Representations shall survive the Closing until the expiration of the applicable statute of limitations, and (b) (i) all covenants of the parties (other than the Business Covenants) that require performance or compliance prior to the Closing (including the covenants set forth in Section 7.1 (Conduct of the Business Prior to Closing)) shall survive the Closing through and including the Survival Date and (ii) all covenants of the parties (other than the Business Covenants) that require performance or compliance after the Closing shall survive the Closing in accordance with their respective terms or if no term is provided then for three (3) years from the Closing Date (each such period referenced in the foregoing clause (a) or (b), the "Survival Period"); provided, however, that any obligations to indemnify and hold harmless shall not terminate with respect to any Losses as to which the Person to be indemnified shall have given notice (stating in reasonable detail the basis of the claim for indemnification) to the indemnifying party in accordance with Section 10.4 before the termination of the applicable Survival Period. For the avoidance of doubt, the Business Covenants shall survive the Closing in accordance with their terms.

Notwithstanding anything to the contrary in this Agreement, any claim properly made in accordance herewith by the party seeking to be indemnified within the applicable Survival Period for such claim shall survive until such claim is finally and fully resolved.

10.2 Indemnification of Common Indemnified Parties. From and after the Closing, subject to Section 10.6, the Members shall, jointly and severally, indemnify and hold harmless the Common Indemnified Parties from and against, and pay to the applicable Common Indemnified Parties the amount of, any and all Losses based upon or resulting from:

(a) the failure of any of the representations or warranties of the Company contained in this Agreement to be true and correct in all respects as of the Closing Date as though made on the Closing Date (or as of the date referred to, where such representation or warranty expressly includes a specific date), other than representations and warranties in Section 4.18, which shall be governed solely by Section 10.2(c);

(b) the breach or nonfulfillment of any covenant or agreement of any member of the Company Group contained in this Agreement (other than a Business Covenant); and

(c) Tax Indemnity Claims as set forth in Section 10.9.

10.3 Indemnification of the Company.

(a) From and after the Closing, Investor shall indemnify and hold harmless the Company and its directors, officers, employees, Affiliates, agents, attorneys, representatives, successors and permitted assigns (the "Company Indemnified Parties") from and against, and pay to the applicable Company Indemnified Parties the amount of, any and all Losses based upon or resulting from:

(i) the failure of any of the representations or warranties of Investor contained in this Agreement to be true and correct in all respects as of the Closing Date as though made on the Closing Date (or as of the date referred to, where such representation or warranty expressly includes a specific date); and

(ii) the breach or nonfulfillment of any covenant or agreement of Investor contained in this Agreement.

(b) From and after the Closing, the GPIM Lenders shall indemnify and hold harmless the Company Indemnified Parties from and against, and pay to the applicable Company Indemnified Parties the amount of, any and all Losses based upon or resulting from:

(i) The failure of any of the representations or warranties of the GPIM Lenders contained in this Agreement to be true and correct in all respects as of the Closing Date as though made on the Closing Date (or as of the date referred to, where such representation or warranty expressly includes a specific date); and

(ii) The breach or nonfulfillment of nay covenant or agreement of the GPIM Lenders contained in this Agreement.

10.4 Determination of Losses.

(a) Claims for indemnification pursuant to Section 10.2 may be brought, in Investor's or the GPIM Lenders' (as applicable) sole discretion, either by and on behalf of Investor or the GPIM Lenders (as applicable) or by and on behalf of the Company or one or more of its Subsidiaries. In the event of any disagreement between the Investor and the GPIM Lenders, a claim for indemnification pursuant to Section 10.2 shall be brought by and on behalf of both the Investor and the GPIM Lenders (as applicable). Notwithstanding anything to the contrary in this Agreement, (i) in the event that the applicable indemnified party is Investor or the GPIM Lenders, Losses as used in this Article X shall mean the aggregate Losses of Investor or the GPIM Lenders (as applicable), including (without duplication) Investor's or the GPIM Lenders' (as applicable) pro rata share (based on the aggregate number of Common Units held by such Persons) of the aggregate Losses of the Company and its Subsidiaries and (ii) in the event that the applicable indemnified party is the Company or any of its Subsidiaries, Losses as used in this Article X shall mean one hundred percent (100%) of the Losses of the Company and its Subsidiaries, without any reduction or adjustment based on Investor's or the GPIM Lenders' (as applicable) relative ownership of the Company, but subject to the other provisions hereof, including provisions regarding insurance and mitigation.

(b) The amount of Losses for which indemnification is available pursuant to Section 10.2 and Section 10.9 shall be reduced by any Tax benefits. The Tax benefits shall be an amount equal to the actual reduction in the Tax liability of the Company Group (or for so long as the Company is classified as a partnership for federal income tax purposes, the Tax liability of the direct or indirect equity owners of the Company) that would otherwise have been payable but for such Loss for the current Tax period or a portion thereof in which the indemnity payment is made and/or any prior Tax period. The indemnified parties shall use commercially reasonable efforts to pursue any such Tax benefits.

(c) The amount of Losses for which indemnification is available pursuant to Section 10.2 and Section 10.9 shall be reduced by any amounts actually recovered by the indemnified party (net of the present value of any increases in premiums, any costs of collection, deductibles or other costs resulting from making any claims under available insurance policies in connection with such Losses) under insurance policies with respect to such Losses. The indemnified party shall use its commercially reasonable efforts to pursue available insurance policies, and in the event the indemnified party receives any recovery under any insurance policy, the amount of such recovery shall be applied (i) first, to refund any costs incurred by the indemnified party in obtaining such recovery, (ii) second, to refund any payments made by the indemnifying parties in respect of indemnification claims pursuant to this Article X which would not have been so paid had such recovery been obtained prior to such payment, and (iii) third, to the indemnified parties if any portion of such recovery is remaining.

10.5 Indemnification Procedures.

(a) A claim for indemnification for any matter not involving a Third-Party Claim may be asserted by written notice to the party from whom indemnification is sought.

(b) In the event that any Proceeding shall be instituted or any claim asserted by any third party in respect of which payment may be sought under Section 10.2, Section 10.3 or Section 10.9 hereof (regardless of the limitations set forth in Section 10.6) (a "Third-Party Claim"), the indemnified party shall promptly, but in no event more than thirty (30) days following the indemnified party's receipt thereof, cause written notice of the assertion of such Third-Party Claim (an "Indemnification Claim Notice") to be forwarded to the indemnifying party. The failure of the indemnified party to deliver an Indemnification Claim Notice shall not release, waive or otherwise affect the indemnifying party's obligations with respect thereto except to the extent (and only to the extent) that the indemnifying party is actually prejudiced as a result of such failure.

(c) The indemnifying party shall have the right, at its sole option and expense, to assume control of the defense of any Third-Party Claim that relates to any Losses with respect to which the indemnifying party has acknowledged in writing its unqualified obligation to provide indemnification hereunder, and to employ counsel of its choosing in connection therewith, which counsel shall be reasonably satisfactory to the indemnified party; provided, however, that, in the event that the Members are the indemnifying party, the Members shall not have the right to assume control of the defense of such Third-Party Claim if:

(i) in the case of Losses that are recoverable from the Cash Indemnification Amount or the Super Fundamental Cash Indemnification Amount pursuant to Section 10.6(c), the applicable Third-Party Claim is not capable of being satisfied entirely from the then-remaining applicable portion of the Indemnity Amount or the Super Fundamental Indemnity Amount, as the case may be;

(ii) in the case of Losses that are recoverable from the Equity Indemnification Amount or the Super Fundamental Equity Indemnification Amount pursuant to Section 10.6(c), the applicable Third-Party Claim is not capable of being satisfied entirely from the then-remaining applicable portion of the Equity Indemnification Amount or the Super Fundamental Equity Indemnification Amount, as the case may be; or

(iii) in the case of Losses that are recoverable from the Equity Indemnification Amount or the Super Fundamental Equity Indemnification Amount pursuant to Section 10.6(c), the Actual Value of the Common Units that would be transferred to the Indemnified Party pursuant to Section 10.6(e) in the event of a claim against the Equity Indemnification Amount or the Super Fundamental Equity Indemnification Amount, as applicable, is less than the dollar amount of the applicable Third-Party Claim.

(d) The indemnifying party shall have thirty (30) days following receipt of an Indemnification Claim Notice to notify the indemnified party that it is electing to assume the defense of such Third-Party Claim. Once the indemnifying party has assumed the defense of a Third-Party Claim, the indemnified party shall have the right, but not the obligation, to participate in the defense of such Third-Party Claim at the indemnified party's cost and to employ separate counsel of its choosing; provided, however, that the indemnifying party shall be required to pay the fees and expenses of separate counsel retained by the indemnified party if (i) the indemnified party shall have reasonably concluded, based on the advice of counsel, that a conflict or potential conflict exists between the indemnified party and the indemnifying party, (ii) the indemnified party assumes the defense of a Third-Party Claim after the indemnifying party has failed to pursue diligently such Third-Party Claim, (iii) the Third-Party Claim relates to or arises in connection with a criminal Proceeding or a Proceeding brought by a Governmental Authority, other than in respect of Taxes, (iv) the Third-Party Claim seeks an injunction or equitable relief against the indemnified party, (v) the Third-Party Claim has a reasonable likelihood of resulting in Losses that would exceed the balance of the Indemnity Amount, or (vi) the Third-Party Claim is brought against the Company or any of its Subsidiaries by any material supplier or customer of the Company or any of its Subsidiaries.

(e) If the indemnifying party has the right to and elects to defend any Third-Party Claim, or if the indemnified party defends any Third-Party Claim, then in either case the party defending such Third-Party Claim shall (i) conduct the defense of such Third-Party Claim with reasonable diligence and keep the indemnified or indemnifying party, as the case may be, reasonably informed of material developments in the Third-Party Claim at all stages thereof, (ii) promptly submit to the indemnified or indemnifying party, as the case may be, copies of all pleadings, responsive pleadings, motions and other similar legal documents and papers received or filed in connection therewith, (iii) permit the indemnified or indemnifying party, as the case

may be, and its counsel to confer on the conduct of the defense thereof, and (iv) permit the indemnified or indemnifying party, as the case may be, and its counsel an opportunity to review all legal papers to be submitted prior to their submission. The parties hereto agree to cooperate fully with each other in connection with the defense, negotiation or settlement of any Third-Party Claim, including by providing access to each other's relevant business records and other documents and employees, it being understood that (except as to costs relating to participation by the indemnified party, which shall be at the indemnified party's expense as provided in Section 10.5(d)) the costs and expenses of the indemnified party relating thereto shall constitute Losses.

(f) Notwithstanding anything in this Section 10.5 to the contrary, neither the indemnifying party nor the indemnified party shall settle or compromise any Third-Party Claim or permit a default or consent to entry of any judgment without the written consent of the other such party, which consent shall not be unreasonably withheld, conditioned or delayed.

(g) To the extent any provision in this Section 10.5 is inconsistent with the provisions of Section 10.9(e) governing Tax contests, Section 10.9(e) shall control.

10.6 Limitations on Indemnification; Indemnity Amount as Source of Indemnification.

(a) The Members shall not have any indemnification obligations pursuant to Section 10.2(a) (other than with respect to Tax Indemnity Claims and Losses arising out of (x) the failure of any of the Fundamental Representations to be true and correct and (y) fraud (excluding negligent or equitable fraud or other fraud claims based on negligence)) unless and until (i) any such individual Loss or group or series of related Losses exceeds $50,000 (such Loss or group or series of related Losses that does not exceed $50,000, the "DeMinimis Losses"), and (ii) the aggregate amount of all such Losses (which shall not include for such purposes DeMinimis Losses) exceeds $3,500,000 (the "Deductible"), and then only for the amount of Losses in excess of the Deductible. The following limitations shall apply to the indemnification obligations of the Members pursuant to Sections 10.2 and 10.9:

(i) the Members shall not have any indemnification obligations pursuant to Section 10.2 (other than with respect to Losses arising out of (A) the failure of any of the Material Representations to be true and correct, (B) Tax Indemnity Claims and (C) fraud (excluding negligent or equitable fraud or other fraud claims based on negligence)) in excess of the Equity Indemnification Amount at Closing;

(ii) the aggregate total amount of Losses in respect of which the Common Indemnified Parties shall be entitled to recover pursuant to Sections 10.2 and 10.9 (including, for the avoidance of doubt, with respect to (x) Losses arising out of the failure of any of the Material Representations (other than the Super Fundamental Representations) to be true and correct and (y) Tax Indemnity Claims, but excluding Losses arising out of (A) the failure of any of the Super Fundamental Representations to be true and correct and (B) fraud (excluding negligent or equitable fraud or other fraud claims based on negligence)) shall not exceed an amount equal to the Indemnity Amount; and

(iii) the aggregate total amount of Losses in respect of which the Common Indemnified Parties shall be entitled to recover pursuant to Sections 10.2 and 10.9 (including with respect to Losses arising out of the failure of any of the Super Fundamental Representations to be true and correct) shall not exceed an amount equal to the Super Fundamental Indemnity Amount.

(iv) For purposes of calculating Losses solely with respect to satisfying the Deductible hereunder, any references to "materiality" or "Material Adverse Effect" or other similar qualifications in the representations, warranties, covenants and agreements shall be disregarded.

(b) In the event that Losses related to indemnification claims pursuant to Sections 10.2 and 10.9 are recoverable from the Cash Indemnification Amount pursuant to Section 10.6(c), the Members shall satisfy such Losses first from the Cash Indemnification Amount and, once the Cash Indemnification Amount is equal to zero, in their sole election, from the Equity Indemnification Amount, the payment of cash or any combination of the foregoing; provided, further that if the Members elect to pay cash in excess of the Cash Indemnification Amount in respect of any Losses, there shall be (x) a reduction to the Equity Indemnification Amount by that number of Common Units having an Indemnification Value equal to the amount of cash paid in excess of the Cash Indemnification Amount and (y) a release to the Members of any corresponding distributions withheld on such Common Units pursuant to Section 10.6(e).

(c) Subject to the provisions of Sections 10.6(a) and 10.6(b), (i) following the Closing, the Cash Indemnification Amount shall be available to satisfy Losses related to indemnification claims pursuant to Section 10.2 and Section 10.9; provided, that the ability to recover Losses related to indemnification claims pursuant to Section 10.2 (other than Section 10.2(c)) from the Cash Indemnification Amount shall be limited to Losses with respect to breaches of Material Representations; (ii) following the Closing, the Super Fundamental Indemnity Amount shall be available to satisfy Losses related to indemnification claims pursuant to Section 10.2; provided, that the ability to recover Losses related to indemnification claims pursuant to Section 10.2 from the Super Fundamental Indemnity Amount shall be limited to Losses with respect to breaches of Super Fundamental Representations, and (iii) following the Closing, the Equity Indemnification Amount shall be available to satisfy all Losses related to indemnification claims pursuant to Section 10.2 and Section 10.9.

(d) In the event of any claim, properly made and resolved pursuant to a final order of a court of competent jurisdiction or a final and binding award of an arbitrator if the controversy is subject to arbitration, against the Cash Indemnification Amount or the Super Fundamental Cash Indemnification Amount, the Members shall pay or cause to be paid in cash, by wire transfer of immediately available funds to the applicable Indemnified Party within ten (10) Business Days after the resolution of such claim in accordance with this Article X, the amount of such claim as so resolved; provided, however, that if the Members fail to pay such claim with cash when due, the Members shall transfer or cause to be transferred to Investor that number of Common Units having a Cash Payment Default Value equal to the dollar amount of such claim, and such transfer shall not result in any reduction to the Equity Indemnification Amount.

(e) In the event of any claim, properly made and resolved pursuant to a final order of a court of competent jurisdiction or a final and binding award of an arbitrator if the controversy is subject to arbitration, against the Equity Indemnification Amount or the Super Fundamental Equity Indemnification Amount, the Members shall transfer or cause to be transferred to Investor that number of Common Units having an Indemnification Value equal to the dollar amount of the applicable indemnifiable Losses. Each of the Members hereby irrevocably constitutes and appoints the Company as the true and lawful attorney-in-fact for such Member in such Member's name, place and stead to execute and deliver any agreements required to effectuate any transfer of Common Units pursuant to Section 10.6(d) or this Section 10.6(e) on behalf of such Member and to record such transfer on the books and records of the Company following any final determination in accordance with the terms of this Agreement that such transfer of Common Units is required. The foregoing power of attorney is coupled with an interest, is irrevocable and shall survive and be unaffected by any subsequent dissolution or termination of such Member. For a period of eighteen (18) months following the Closing Date, any distributions on the Common Units underlying the Equity Indemnification Amount and the Super Fundamental Equity Indemnification Amount, as applicable, other than Tax distributions pursuant to Section 7.3 of the Operating Agreement, shall be withheld by the Company and, except as otherwise set forth in Section 10.6(b), (i) as to any claims properly made by any Common Indemnified Party prior to the expiration of eighteen (18) months following the Closing Date, shall be distributed to either the Common Indemnified Parties or the Members, as applicable, following the final resolution of such claims and (ii) to the extent any distributions are in respect of Common Units in the Equity Indemnification Amount or the Super Fundamental Equity Indemnification Amount, as applicable, that are not subject to any claims within such eighteen (18) month period, shall be distributed to the Members.

10.7 Mitigation of Losses. Each indemnified party shall take and cause its respective Affiliates to take all reasonable steps to mitigate any Loss upon becoming aware of any event which would reasonably be expected to, or does, give rise thereto.

10.8 Tax Treatment of Indemnity Payments. Except as otherwise required by applicable Law, the Members, the GPIM Lenders and Investor agree to treat any indemnity payment made pursuant to this Article X as an adjustment to the price per unit of each unit of the Company for federal, state, local and foreign income Tax purposes.

10.9 Tax Indemnification.

(a) Tax Indemnification. Subject to Section 10.4 and Section 10.6, the Members shall (without duplication) indemnify and hold the Company harmless from and against any and all Losses based upon and resulting from (i) all income Taxes of the Company Group (A) for any taxable period ending on or before the Closing Date, and (B) for the portion of any taxable period beginning before the Closing Date but ending on the Closing Date (a "Straddle Period") (to the extent allocated to such period under Section 10.9(b)) (a "Pre-Closing Tax Period"); (ii) all liability as a result of Treasury Regulation Section 1.1502-6 (or any similar provision of state, local or foreign Tax Law) for Taxes of any Person (other than the Company or its Subsidiaries) which is or has ever been a member of an affiliated, combined, unitary or similar tax group for Tax purposes with any of the Company or its Subsidiaries or with which any of the Company or its Subsidiaries otherwise joins or has ever joined (or is or has ever been

required to join) in filing any consolidated, combined, unitary or aggregate Tax Return, in each case, prior to the Closing Date; (iii) the breach or inaccuracy of any Tax representation in Section 4.18, but only with respect to Taxes of a Pre-Closing Tax Period (other than any Losses in a post-Closing tax period resulting from a breach or inaccuracy of any Tax representation in Section 4.18(c), Section 4.18(d) and Section 4.18(e)); (iv) the failure to perform any covenant contained in this Agreement with respect to Taxes, and (v) any Taxes of the Company or any Member from the Restructuring.

(b) Straddle Period Tax Allocation. With respect to any Straddle Period, Taxes and Tax items shall be allocated between the period up to and including the Closing Date and the period subsequent to the Closing Date by Closing the books at the end of the Closing Date. For Straddle Period Taxes based upon or related to income or receipts or imposed in connection with any sale or transfer or assignment of property, the Taxes, if any, shall be allocated to the portion of the Straddle Period up to and including the Closing Date based on the actual operation of the Company Group during such period; provided, that exemptions, allowances or deductions that are calculated on an annual basis shall be allocated between the period ending on the Closing Date and the period after the Closing Date in proportion to the number of days in each such period; provided, further, that Taxes related to transactions or events on the Closing Date, after the Closing and outside of the ordinary course of business shall be allocated to the period after the Closing Date. For Straddle Period Taxes measured by the amount or level of any item (including such Taxes as are measured by the amount of capital or the value of intangibles), the amount of such Taxes allocable to the portion of such period ending on the Closing are determined by multiplying (i) the amount or level of such items immediately prior to the Closing by (ii) a fraction, the numerator of which is the number of calendar days in the portion of the Straddle Period ending on the Closing Date and the denominator of which is the number of calendar days in the entire Straddle Period. For all Straddle Period Taxes not described above, the amount of such Taxes allocable to the portion of such period ending on the Closing is determined by multiplying (A) the amount of such Taxes for the entire Straddle Period by (B) a fraction, the numerator of which is the number of calendar days in the portion of the Straddle Period ending on the Closing Date and the denominator of which is the number of calendar days in the entire Straddle Period. The parties hereto shall, to the extent permitted under applicable Law, elect with the relevant Tax authority to treat for all Tax purposes the Closing Date as the last day of the taxable year or period of the Company Group.

(c) Pre-Closing Tax Return. The Members shall prepare (or cause to be prepared) and file (or cause to be filed) all Tax Returns in respect of income Taxes for the Company Group for any taxable year or period that ends on or before the Closing Date that are due (including extensions) after the Closing Date. All such Tax Returns shall be prepared in accordance with the past practice of the Company Group, except as required by applicable Law, and the Members shall give Investor and the GPIM Lenders a reasonable opportunity to review and comment on all such Returns.

(d) Straddle Period Tax Returns. The Company shall prepare (or cause to be prepared) and file (or cause to be filed) all Tax Returns of the Company Group which are filed after the Closing Date for any Straddle Period. All such Tax Returns shall be prepared and filed in a manner that is consistent with the prior past practice of the Company Group, as applicable,

except as required by applicable Law. No later than thirty (30) days prior to filing of any such Tax Return in respect of income Taxes (including any extension thereof), the Company shall submit such Tax Returns and a statement certifying the amount of Tax shown on any such Tax Returns in respect of income Taxes that is allocable to the Pre-Closing Tax Period pursuant to Section 10.9(b), together with appropriate supporting information and schedules, to the Members for their review, comment, and consent. If the Members dispute any item on any Tax Return or any such statement prepared by the Company, the Members shall notify Investor of such disputed item (or items) and the basis for the Members' objection. The parties shall act in good faith to resolve any such dispute prior to the date that is ten (10) days prior to the date on which the Tax Return is required to be filed (including permissible extensions). Notwithstanding anything to the contrary herein, if the parties cannot resolve any disputed item, the parties shall submit any disputed item to a national accounting firm acceptable to both the Members on the one hand, and Investor and the GPIM Lenders on the other hand. Investor and the GPIM Lenders, on the one hand, and the Members, on the other hand, shall be responsible for fifty percent (50%) of the fees of such accounting firm.

(e) Tax Contests. Members shall have the sole and exclusive right to represent the interests of the Company Group and to control any audit or other Proceedings with respect to (i) in respect of income taxes, a Tax period (or portion of a Tax period) ending on or prior to the Closing Date, (ii) Taxes for which the Members may be liable pursuant to Section 10.9 and (iii) the tax treatment (including consequences to the Members) of the Restructuring; provided, however, there will be no settlement, resolution, Closing or other agreement with respect thereto without the approval of Investor, such approval not to be unreasonably withheld, conditioned or delayed.

(f) Refunds. Any income Tax refund (whether in the form of cash received or a credit against income Taxes otherwise payable) (including any interest with respect thereto) relating to the Company Group for Taxes paid for any taxable period or portion thereof ending on or prior to the Closing Date shall be the property of the Members, and if received by Investor, the GPIM Lenders or the Company Group (or actually utilized to reduce an income Tax liability of the Company Group, or the Investor or the GPIM Lenders, in the case of a credit) shall be paid over promptly to the Members.

(g) Time Limits. Any claim for indemnification under this Section 10.9 may be brought at any time prior to ninety (90) days after the expiration of the applicable Tax statute of limitations with respect to the relevant taxable period (including all periods of extension, whether automatic or permissive).

10.10 Knowledge of Breach. The right of indemnification provided in this Article X and any other remedy based on the representations, warranties, covenants and agreements contained in this Agreement shall not be affected by any investigation conducted at any time, or any knowledge acquired (or capable of being acquired) at any time, whether before or after the date hereof or the Closing Date, with respect to the accuracy or inaccuracy of, or compliance or noncompliance with, any such representation, warranty, covenant or agreement.

10.11 Exclusive Remedy. Except for (a) actions for specific performance or other equitable remedies as may be required to enforce post-Closing covenants hereunder, (b)

remedies available pursuant to Section 11.8(b) in respect of, to enforce rights or the other parties' obligations under, or to prevent breaches or nonfulfillment, of the Business Covenants, or (c) Losses arising out of or resulting from fraud (excluding negligent or equitable fraud or other fraud claims based on negligence), from and after the Closing, the sole and exclusive remedy for any breach or failure to be true and correct, or alleged breach or failure to be true and correct, of any representation or warranty, or any breach or nonfulfillment, or alleged breach or nonfulfillment, of any covenant or agreement in this Agreement, shall be indemnification in accordance with this Article X.

ARTICLE XI
MISCELLANEOUS

11.1 Amendments. This Agreement may be amended, modified, or supplemented only pursuant to a written instrument making specific reference to this Agreement and signed by each of the parties hereto; provided that, the provisions of Sections 11.9, 11.10, 11.13, 11.15 and this Section 11.1, as they relate to the New Senior Secured Lenders (or any other provisions that would have the effect of amending the substance of such provisions as they relate to the New Senior Secured Lenders), may not be amended in a manner adverse to the New Senior Secured Lenders without their consent.

11.2 Assignment. This Agreement and all the rights, interests and obligations hereunder shall not be assigned, delegated, or otherwise transferred (whether by operation of Law, by contract, or otherwise) without the prior written consent of the Company, the Members, the GPIM Lenders and Investor; provided, however, that no such assignment or transfer shall relieve the assigning party of its obligations or agreements hereunder; provided, further that, notwithstanding the foregoing, Investor and any GPIM Lender may, without obtaining the prior written consent of any other party hereto, assign, delegate, or otherwise transfer its rights and obligations hereunder (in whole or in part) (a) to any Affiliate of Investor or such GPIM Lender, respectively (provided, that no such assignment, delegation or transfer shall relieve Investor or such GPIM Lender, as applicable, of its obligations hereunder) and (b) to any Person in connection with any change-of-control transaction involving Investor or such GPIM Lender (as applicable) following the Closing. The Company shall execute such acknowledgements of such assignments in such forms as Investor may from time to time reasonably request. Any attempted assignment, delegation, or transfer in violation of this Section 11.2 shall be void and of no force or effect.

11.3 Binding Effect. Except as otherwise expressly provided herein, this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

11.4 Counterparts; Facsimile. This Agreement may be executed in multiple counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same instrument. This Agreement may be transmitted and executed by facsimile, and/or electronically in a .pdf file format, and such facsimile or electronically transmitted signatures shall constitute original signatures for all applicable purposes.

11.5 Entire Agreement. This Agreement (including the schedules and exhibits attached hereto) and the Transaction Agreements constitute the entire agreement of the parties hereto in respect of the subject matter hereof and thereof, and supersede all prior agreements or understandings, among the parties hereto in respect of the subject matter hereof and thereof.

11.6 Further Assurances. At and from time to time after the Closing, at the request of any party hereto, the other parties shall execute and deliver such additional certificates, instruments, and other documents and take such other actions as such party may reasonably request in order to carry out the purposes of this Agreement and give effect to the transactions contemplated by this Agreement.

11.7 Public Announcements. The Company, Investor and the Members will consult with each other and will mutually agree (the agreement of each party not to be unreasonably withheld) upon the content and timing of any press release or other public statement in respect of the transactions contemplated by this Agreement and shall not issue any such press release or make any such public statement prior to such consultation and agreement, except as may be required by applicable Law; provided, however, that the Company, Investor and the Members will give reasonable prior notice to the other party of the content and timing of any such press release or other public statement.

11.8 Remedies.

(a) Each of the parties hereto agrees that the rights of each party to consummate the transactions contemplated by this Agreement are unique, and recognizes and affirms that money damages, even if available, would not be an adequate remedy in the event of a breach of this Agreement (including by failing to take such actions as are required to consummate the transactions contemplated by this Agreement) by any party or the non-performance by any party of the provisions of this Agreement in accordance with its specified terms. Accordingly, the parties acknowledge and agree that, prior to the valid termination of this Agreement pursuant to Article IX, each party hereto shall have the right, and be entitled, in addition to any other rights and remedies existing in its favor at law or in equity, to enforce its rights and the other party's obligations hereunder or prevent breaches of this Agreement, in each case, not only by an action or actions for damages but also by an action or actions for specific performance, injunctive and/or other equitable relief (without posting of bond or other security).

(b) Each of the parties hereto agrees that the Business Covenants relate to positions held by each of the Stockholders which are of a special, unique and extraordinary character, and recognizes and affirms that a violation of any of the terms of the Business Covenants will cause irreparable injury to Investor, the amount of which will be impossible to estimate or determine and which cannot be adequately compensated. Accordingly, the parties acknowledge and agree that, in the event of a breach or nonfulfillment of the Business Covenants, Investor shall have all rights and remedies available at law or in equity, including, to enforce its rights and the other parties' obligations with respect to the Business Covenants or prevent breaches of the Business Covenants, in each case, not only by an action or actions for damages but also by an action or actions for specific performance, temporary and permanent injunction, restraining order and/or other equitable relief (without posting of a bond or other security). The rights and remedies provided by this Section 11.8(b) are cumulative and in

addition to any other rights and remedies which Investor may have hereunder or in equity, at law or under statute, and subject to any limitations set forth in this Agreement. Each of the Stockholders agrees that it will not oppose the granting of an injunction, specific performance or other equitable relief on the basis that an adequate remedy at law is available. Notwithstanding anything to the contrary in this Agreement, the limitations with respect to claims for indemnification contained in Article X shall not apply to any claims by Investor or its Affiliates arising out of or related to breaches of any of the Business Covenants.

11.9 Governing Law. The provisions of this Agreement and its negotiation, execution, performance or nonperformance, interpretation, termination, construction and all matters based upon, arising out of or related to any of the foregoing (whether in equity, law or statute and whether in contract or tort) (collectively, "Covered Matters") shall be enforced, governed, and construed in all respects in accordance with the laws of the State of New York, without regard to the laws of any other jurisdiction that might be applied because of the conflicts of laws principles of the State of New York.

11.10 Jurisdiction; Waiver of Jury Trial.

(a) Except as otherwise expressly provided in this Agreement, the parties hereto agree that any Proceeding seeking to enforce any provision of, or based on any matter arising out of or relating to, this Agreement or otherwise related to any Covered Matter (including any Proceeding involving the New Senior Secured Lenders) can only be brought in any New York State or federal court sitting in the Borough of Manhattan in The City of New York (or, if such court lacks subject matter jurisdiction, in any appropriate New York State or federal court), and each of the parties hereto hereby consents to the jurisdiction of such courts (and of the appropriate appellate courts therefrom) in any such Proceeding and irrevocably waives, to the fullest extent permitted by Law, any objection that it may now or hereafter have to the laying of the venue of any such Proceeding in any such court or that any such action, suit, or proceeding that is brought in any such court has been brought in an inconvenient forum. Each of the parties agrees not to commence any Proceedings relating thereto (including any Proceeding involving the New Senior Secured Lenders) except in the courts described above in New York, other than Proceedings in any court of competent jurisdiction to enforce any judgment, decree or award rendered by any such court in New York as described herein. Each of the parties further agrees that notice as provided herein shall constitute sufficient service of process and the parties further waive any argument that such service is insufficient. Each of the parties hereby irrevocably and unconditionally waives, and agrees not to assert, by way of motion or as a defense, counterclaim or otherwise, in any Proceedings arising out of or relating to this Agreement, the Transaction Agreements or the transactions contemplated hereby and thereby (including any Proceeding involving the New Senior Secured Lenders), (i) any claim that it is not personally subject to the jurisdiction of the courts in New York as described herein for any reason, (ii) that it or its property is exempt or immune from jurisdiction of any such court or from any legal process commenced in such courts (whether through service of notice, attachment prior to judgment, attachment in aid of execution of judgment, execution of judgment or otherwise) and (iii) that (A) the Proceeding in any such court is brought in an inconvenient forum, (B) the venue of such Proceeding is improper or (C) this Agreement, or the subject matter hereof, may not be enforced in or by such courts.

(b) EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR RELATED TO ANY COVERED MATTER (INCLUDING ANY ACTION, PROCEEDING OR COUNTERCLAIM INVOLVING THE NEW SENIOR SECURED LENDERS).

11.11 Headings. The article and section headings of this Agreement are for convenience of reference only and shall not be deemed to alter or affect the meaning or interpretation of any provision hereof.

11.12 Notices.

(a) Any notice, demand, request, instruction, correspondence, or other document required or permitted to be given hereunder by any party to the other shall be in writing and delivered (i) in person, (ii) by a nationally recognized overnight courier service requiring acknowledgment of receipt of delivery, (iii) by United States certified mail, postage prepaid and return receipt requested, or (iv) by facsimile, as follows:

If to the Members or the Company, to:

2761 Fruitland Avenue
Vernon, California 90058
Attention: General Counsel and Max Azria
Fax: (323) 277-5463

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

Skadden, Arps, Slate, Meagher & Flom LLP
300 South Grand Avenue, Suite 3400
Los Angeles, CA 90071
Attention: Jeffrey H. Cohen
Fax: (213) 621-5288

If to Investor, to:

c/o Guggenheim Capital, LLC
227 West Monroe Street, Suite 4900
Chicago, IL 60606
Attention: General Counsel
Fax: (312) 827-0161

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

Davis Polk & Wardwell LLP
450 Lexington Avenue
New York, NY 10017

Attention: John H. Butler
Fax.: (212) 701-5083

If to the GPIM Lenders:

c/o Guggenheim Partners Investment Management, LLC
330 Madison Avenue, 10th Floor
New York, New York 10017
Attention: Catherine Chantharaj
Matthew Bloom
Facsimile No.: 212-918-8786
212-901-9423

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

Weil, Gotshal & Manges LLP
767 Fifth Avenue
New York, NY 10153
Attention: Sarah Stasny
Facsimile No.: (212) 310-8007

(b) Notice shall be deemed given, received, and effective on: (i) if given by personal delivery or courier service, the date of actual receipt by the receiving party, or if delivery is refused on the date delivery was first attempted; (ii) if given by certified mail, the third day after being so mailed if posted with the United States Postal Service; and (iii) if given by facsimile, the date on which the facsimile is transmitted if confirmed by transmission report during the transmitter's normal business hours, or at the beginning of the next Business Day after transmission if confirmed at any time other than the transmitter's normal business hours. Any person entitled to notice may change any address or facsimile number to which notice is to be given to it by giving notice of such change of address or facsimile number as provided in this Section 11.12. The inability to deliver notice because of changed address or facsimile number of which no notice was given shall be deemed to be receipt of the notice as of the date such attempt was first made.

11.13 No Recourse. Except as specifically provided herein as to any party hereto, no recourse under this Agreement, any other Transaction Agreement or any other documents or instruments delivered in connection herewith or therewith may be had against any officer, agent or employee of any of the parties hereto, any direct or indirect holder of any equity interests or securities of any of the parties hereto (whether such holder is a limited or general partner, member, stockholder or otherwise), any affiliate of any of the parties hereto, any New Senior Secured Lender or any direct or indirect director, officer, employee, partner, affiliate, member, controlling person, attorney or representative of any of the foregoing (any such person or entity, a "Non-Recourse Person"), whether by the enforcement of any judgment or assessment or by any legal or equitable proceeding, or by virtue of any statute, regulation or other applicable Law, and no personal liability whatsoever will attach to, be imposed on or otherwise be incurred by any Non-Recourse Person under this Agreement, any other Transaction Agreement or any documents

or instruments delivered in connection herewith or therewith for any claim based on, in respect of or by reason of such obligations or by their creation. Notwithstanding anything herein or in any other Transaction Agreement to the contrary, the Company, the Members and the Stockholders waive any claims (whether based in contract, tort or otherwise) against the New Senior Secured Lenders in connection with this Agreement, the other Transaction Agreements or any of the transactions contemplated hereby or thereby (other than any direct claim under any other agreement with any New Senior Secured Lender, including the Existing Credit Agreement, the Amended and Restated Senior Credit Agreement and the New Senior Secured Facility). The provisions of this Section 11.13 are intended to be for the benefit of, and enforceable by, any Non-Recourse Person, and each Non-Recourse Person shall be a third-party beneficiary with respect to this Section 11.13.

11.14 Severability. If any provision of this Agreement or the application of such provision to any Person or circumstance shall be held (by a court of competent jurisdiction) to be invalid, illegal, or unenforceable under the applicable Law of any jurisdiction, (a) the remainder of this Agreement or the application of such provision to other Persons or circumstances or in other jurisdictions shall not be affected thereby, and (b) such invalid, illegal, or unenforceable provision shall not affect the validity or enforceability of any other provision of this Agreement.

11.15 Third-Party Beneficiaries. Except as expressly provided in Section 11.13 nothing expressed or implied in this Agreement is intended or shall be construed to confer upon or give any Person other than the parties hereto and their respective permitted assigns any rights or remedies under or by reason of this Agreement or the transactions contemplated by this Agreement; provided that, (i) the provisions of Sections 11.1, 11.9, 11.10, 11.13 and this Section 11.15 (in each case, as they relate to the New Senior Secured Lenders) are intended to be for the benefit of, and shall be enforceable by, the New Senior Secured Lenders and (ii) the provisions of Sections 7.11 and 7.15 are intended to be for the benefit of, and shall be enforceable by, the Persons identified therein.

11.16 Waiver. No delay, forbearance, or neglect by any party, whether in one or more instances, in the exercise or any right, power, privilege, or remedy hereunder or in the enforcement of any term or condition of this Agreement shall constitute or be construed as a waiver thereof. No waiver of any provision hereof, or consent required hereunder, or any consent or departure from this Agreement, shall be valid or binding unless expressly and affirmatively made in writing and duly executed by the party to be charged with such waiver. No waiver shall constitute or be construed as a continuing waiver or a waiver in respect of any subsequent breach or default, either of similar or different nature, unless expressly so stated in such writing.

11.17 Member Representative.

(a) Max Azria is hereby appointed to act as a representative of the Members (the "Member Representative"). The Member Representative shall have the authority, for and on behalf of the Members, to take such actions and exercise such discretion as are required of the Member Representative pursuant to the terms of this Agreement and any related document or instrument, and any such actions shall be binding on each Member including the following:

(i) to receive, hold and deliver to Investor any document required to be delivered to Investor hereunder on behalf of any Member;

(ii) to give and receive communications and notices on behalf of the Members after the Closing Date;

(iii) to defend against, negotiate, agree to, enter into settlements and compromises of, and comply with orders and awards of courts or arbitration panels with respect to Third-Party Claims against the Members;

(iv) to negotiate, agree to, enter into settlements and compromises of, and comply with orders and awards of courts or arbitration panels with respect to any claims or disputes related to this Agreement;

(v) to receive payments on behalf of the Members due and owing pursuant to this Agreement and acknowledge receipt thereof;

(vi) to amend, supplement or change this Agreement, or waive any provision hereof, following the Closing Date;

(vii) to receive service of process on behalf of the Members in connection with any claims under this Agreement or any related document or instrument; and

(viii) to take all actions necessary or appropriate in the judgment of the Member Representative to accomplish any of the foregoing.

(b) A decision, act, consent or instruction of the Member Representative shall constitute a decision for all of the Members hereunder, and shall be final, binding and conclusive upon each such Member, and Investor may rely upon any such decision, act, consent or instruction of the Member Representative as being the decision, act, consent or instruction of such Member. Investor and its Affiliates are hereby relieved from any debt, liability or obligation to any Person for any acts done by them in accordance with such decision, act, consent or instruction of the Member Representative.

(c) In the event of the death, disability, resignation or inability to serve as the Member Representative for any reason, the Members (by action of Members holding a majority of the outstanding Series A Common Units of the Company) shall have full power and authority to appoint a replacement or successor representative for the Members who shall, from and after the effective date of such appointment, be authorized and empowered to act as the Member Representative for all purposes under this Agreement.

11.18 Investor Guarantor Guarantee. Investor Guarantor hereby irrevocably and unconditionally guarantees to the Company and the Members the payment by Investor of the Aggregate Investor Investment under Section 3.2(f) of this Agreement when and as the same shall become due and payable in accordance with the terms and conditions of this Agreement (the "Guaranteed Obligation"). Investor Guarantor acknowledges and agrees that such guaranty

shall be a guaranty of payment and performance and not of collection. If Investor shall default in the due and punctual payment of the Guaranteed Obligation, Investor Guarantor will upon demand by the Company forthwith make full payment of the Guaranteed Obligation to the Company. No setoff, counterclaim, reduction or diminution of any obligation or any defense of any kind or nature which Investor Guarantor may have or assert against Investor shall be available hereunder to the Investor Guarantor against the Company or the Members. The Investor Guarantor's guarantee is unconditional irrespective of (i) any amendment, modification, waiver or consent to departure from the terms of this Agreement, (ii) any change in the limited liability company existence, structure or ownership of the Investor, or any insolvency, bankruptcy, reorganization or other similar proceeding affecting Investor or its assets. The Investor Guarantor waives notice of the Company's and the Members' acceptance of and reliance on this guarantee and the Investor Guarantor waives all other notices and demands whatsoever in connection with this guarantee. The Investor Guarantor further waives any right it may have to (a) require the Company or the Members to proceed against or exhaust any right against Investor or any other Person, or (b) require the Company or the Members to pursue any other remedy within their power and the Investor Guarantor agrees that all of its obligations under this guarantee are independent of the obligations of Investor and that a separate action may be brought against the Investor Guarantor whether or not an action is commenced against Investor. The Investor Guarantor waives any defense arising by reason of any incapacity, disability, lack of authority or power, or other defense of Investor based on or arising out of the lack of validity or the unenforceability of this guarantee or any agreement or instrument relating thereto. The Investor Guarantor also waives any defense based upon any statute or rule of law which provides that the obligation of a surety must be neither larger in amount nor in other respects more burdensome than that of the principal.

[The remainder of this page is intentionally left blank.]

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

FASHION FUNDING, LLC

By: _____
Name: Andrew M. Rosenfeld
Title: Attorney-in-Fact

Solely for purposes of Sections 2.2(b), 2.3, 2.4, 2.7, 3.2, 7.2, 7.3, 7.4, 7.5, 7.8, 7.11, 9.1, 10.3, 10.4, 10.8and 10.9 and Article VI, Article VIII and Article XI
and Sections 7.15 and 9.2

GPIM LENDERS:

1888 Fund, Ltd.

By: Guggenheim Partners Investment Management, LLC, as Collateral Manager

By: _____
Name: WILLIAM HAGNER
Title: ATTORNEY-IN-FACT

Copper River CLO Ltd.
By: Guggenheim Partners Investment Management, LLC, as Collateral Manager

By: _____
Name: WILLIAM HAGNER
Title: ATTORNEY-IN-FACT

Kennecott Funding Ltd.
By: Guggenheim Partners Investment Management, LLC, as Collateral Manager

By: _____
Name: WILLIAM HAGNER
Title: ATTORNEY-IN-FACT

Sands Point Funding Ltd.
By: Guggenheim Partners Investment Management, LLC, as Collateral Manager

By: _____
Name: WILLIAM HAGNER
Title: ATTORNEY-IN-FACT

Security Benefit Life Insurance Company
By: Guggenheim Partners Investment Management, LLC, as Investment Manager

By: _____
Name: WILLIAM HAGNER
Title: ATTORNEY-IN-FACT

North American Company for Life and Health Insurance
By: Guggenheim Partners Investment Management, LLC, as Investment Adviser

By: _____
Name: WILLIAM HAGNER
Title: ATTORNEY-IN-FACT

Midland National Life Insurance Company
By: Guggenheim Partners Investment Management, LLC, as Investment Adviser

By: _____
Name: WILLIAM HAGNER
Title: ATTORNEY-IN-FACT

Orpheus Funding LLC
By: Guggenheim Partners Investment Management, LLC, as Manager

By: _____
Name: WILLIAM HAGNER
Title: ATTORNEY-IN-FACT

EquiTrust Life Insurance Company
By: Guggenheim Partners Investment Management, LLC, as Advisor

By: _____
Name: WILLIAM HAGNER
Title: ATTORNEY-IN-FACT

Guggenheim Life and Annuity Company
By: Guggenheim Partners Investment Management, LLC, as Advisor

By: _____
Name: WILLIAM HAGNER
Title: ATTORNEY-IN-FACT

Wilshire Institutional Master Fund SPC – Guggenheim Alpha Segregated Port
By: Guggenheim Partners Investment Management, LLC, its Sub-Adviser

By: _____
Name: WILLIAM HAGNER
Title: ATTORNEY-IN-FACT

Wake Forest University
By: Guggenheim Partners Investment Management, LLC

By: _____
Name: WILLIAM HAGNER
Title: ATTORNEY-IN-FACT

NZC Guggenheim Master Fund Limited
By: Guggenheim Partners Investment Management, LLC, as Manager

By: _____
Name: WILLIAM HAGNER
Title: ATTORNEY-IN-FACT

NZCG Funding Ltd.
By: Guggenheim Partners Investment Management, LLC, as Manager

By: _____
Name: WILLIAM HAGNER
Title: ATTORNEY-IN-FACT

SBC Funding, LLC
By: Guggenheim Partners Investment Management, LLC, as Manager

By: _____
Name: WILLIAM HAGNER
Title: ATTORNEY-IN-FACT

5180 CLO LP
By: Guggenheim Partners Investment Management, LLC, as Collateral Manager

By: _____
Name: WILLIAM HAGNER
Title: ATTORNEY-IN-FACT

BCBG MAX AZRIA GLOBAL HOLDINGS, LLC

By: _____
Name:
Title:

MEMBERS:

AZRIA ENTERPRISES, INC.

By: _____
Name:
Title:

AZ6, LLC

By: _____
Name:
Title:

Solely for purposes of Sections 2.8, 3.2(o), 5.5, 7.11, 7.12, 7.13, 7.14, 7.15, 11.8 and 11.13

_____
Max Azria

_____
Lubov Azria

Solely for purposes of Section 11.18

GLAC HOLDINGS, LLC

By: _____
Name: Kevin Robinson
Title: Attorney-in-Fact

EXHIBIT A

Lease Amendments

EXHIBIT B

Vernon Lease Amendment

EXHIBIT C

Lubov Azria Employment Agreement

EXHIBIT D

Max Azria Employment Agreement

EXHIBIT E

Services Agreement

EXHIBIT F

Operating Agreement

EXHIBIT G

Rent Concessions

EXHIBIT H

Existing Credit Agreement Amendment Term Sheet

EXHIBIT I

Additional Conditions