

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE SOUTHERN DISTRICT OF INDIANA  
INDIANAPOLIS DIVISION**

In re:

hhgregg, Inc., *et al.*,<sup>1</sup>

Debtors.

Chapter 11

Case No. 17-01302-11

(Jointly Administered)

**NOTICE OF AGREEMENTS TO ASSUME AND ASSIGN CERTAIN UNEXPIRED  
LEASES OF REAL PROPERTY PURSUANT TO DOC. NOS. 245 AND 628  
(NOTICE OF LEASE DETERMINATION)**

Pursuant to the Order of the United States Bankruptcy Court for the Southern District of Indianapolis (the “Bankruptcy Court”) dated April 7, 2017 (Doc. No. 628) (the “Lease Procedures Order”), the above-captioned debtors and debtors-in-possession (collectively, the “Debtors”) have been granted authority to assume and assign unexpired leases of real property following the delivery of this notice (the “Lease Determination Notice”) to the applicable landlord of such lease(s) and the passage of fourteen (14) calendar days.

This Lease Determination Notice is being filed with the Bankruptcy Court, with a copy being sent to you (“Landlord”), to start the 14-day advance notice period running for the proposed assumption and assignment of the unexpired leases set forth on Exhibit 1 attached hereto, which include one or more unexpired leases between the Debtors and the Landlord.

The procedures and timing for objecting to the proposed lease assumption and assignment are set forth in detail in the Lease Procedures Order, a copy of which is attached hereto as Exhibit 2.

If no written objection is timely submitted by Landlord by the end of the 14th day following receipt of this Lease Determination Notice, upon entry of an Order by the Bankruptcy Court, the lease assignment or assumption shall occur.

If Landlord files a timely objection, a hearing on the proposed assumption or assignment will be held at a time and date to be scheduled by the Bankruptcy Court.

The proposed effective date of the assumption and assignment of the unexpired leases are set forth in the attached Exhibit 1, along with the proposed amount, if any, necessary to cure any

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<sup>1</sup> The Debtors in these cases, along with the last four digits of each Debtor’s federal tax identification number, are: hhgregg, Inc. (0538); Gregg Appliances, Inc. (9508); HHG Distributing LLC (5875). The location of the Debtors’ corporate headquarters is 451 E. 96th Street, Indianapolis, Indiana 46240.

unpaid monetary defaults to compensate the Landlord for any actual pecuniary loss, pursuant to section 365(b)(1)(A) and (B) of the Bankruptcy Code.

The Cure and Assurance Objection deadline, as defined by the Lease Procedures Order is **May 9, 2017**, by which date the Landlord must file and any Cure and Assurance Objection with copies to the following: counsel to the Debtors, Neil E. Herman and Rachel Jaffe Mauceri of Morgan, Lewis & Bockius LLP, at [neil.berman@morganlewis.com](mailto:neil.berman@morganlewis.com) and [rachel.mauceri@morganlewis.com](mailto:rachel.mauceri@morganlewis.com), respectively, and Jeffrey A. Hokanson and Sarah L. Fowler of Ice Miller LLP, at [jeff.hokanson@icemiller.com](mailto:jeff.hokanson@icemiller.com) and [sarah.fowler@icemiller.com](mailto:sarah.fowler@icemiller.com), respectively.

If a Cure and Assurance Objection is timely filed and served, but there is no objection to the adequate assurance of future performance, the Debtors shall pay the undisputed portion of the Cure, if any, on the effective date of the assignment, with the amount of the remainder of the Cure in dispute being reserved with the Debtors and the Landlord attempt to resolve the dispute consensually. If the parties cannot resolve the Cure amount in dispute, the Cure Objection shall be heard at the next scheduled hearing or noticed for future hearing if necessary. If a Cure and Assurance Objection is timely filed, and there is an objection to the adequate assurance of future performance, then it shall be heard at the next scheduled hearing or noticed for future hearing if necessary.

Respectfully submitted,

**MORGAN, LEWIS & BOCKIUS LLP**

Neil E. Herman (admitted *pro hac vice*)  
Rachel Jaffe Mauceri (admitted *pro hac vice*)  
Katherine L. Lindsay (admitted *pro hac vice*)  
101 Park Avenue  
New York, New York 10178  
Telephone: (212) 309-6000

-and-

/s/ Jeffrey A. Hokanson

**ICE MILLER LLP**

Jeffrey A. Hokanson (No. 14579-49)  
Sarah L. Fowler (No. 30621-49)  
One American Square  
Suite 2900  
Indianapolis, IN 46282-0200  
Telephone: (317) 236-2100

*Proposed Counsel to the Debtors and Debtors in Possession*