UNITED STATES BANKRUPTCY COURT
MIDDLE DISTRICT OF FLORIDA
JACKSONVILLE DIVISION
www.flmb.uscourts.gov

In re:	Chapter 11
STEIN MART, INC.[1]	Case No. 3:20-bk-2387
STEIN MART BUYING CORP.	Case No. 3:20-bk-2388
STEIN MART HOLDING CORP.,	Case No. 3:20-bk-2389
	Joint Administration Requested
Debtors.	

DEBTORS' APPLICATION FOR ENTRY OF AN ORDER AUTHORIZING THE EMPLOYMENT AND RETENTION OF CLEAR THINKING GROUP LLC AS FINANCIAL ADVISOR EFFECTIVE AS OF THE PETITION DATE

Stein Mart, Inc. ("SM"), Stein Mart Buying Corp. ("SMB") and Stein Mart Holding Corp. ("SMHC" and together with SM and SMB, the "Debtors" or the "Company"), as Debtors and Debtors-in-Possession in the above-captioned chapter 11 cases, respectfully represent as follows in support of this application (this "Application"):

Relief Requested

1. The Debtors seek entry of an order (the "Order") substantially in the form attached hereto: authorizing the Debtors to employ and retain Clear Thinking Group LLC ("CTG") as their financial advisor effective as of the Petition Date (as defined herein), and in accordance with the terms and conditions set forth in that certain engagement letter dated as of July 24, 2020 (the

[1] The tax identification numbers of the Debtors are as follows: Stein Mart, Inc. 6198; Stein Mart Buying Corp. 1114; and Stein Mart Holding Corp. 0492. The address of the Debtors' principal offices: 1200 Riverplace Blvd., Jacksonville, FL 32207. The Debtors' claims agent maintains a website, https://cases.stretto.com/SteinMart, which provides copies of the Debtors' first day pleadings and other information related to the case.

"Engagement Letter"),[2] a copy of which is attached hereto as **Exhibit A.** In support of this Application, the Debtors submit the Declaration of Patrick Diercks, a Partner of CTG (the "Diercks Declaration"), which is attached hereto as **Exhibit B** and incorporated herein.

Jurisdiction and Venue

2. The United States Bankruptcy Court for the Middle District of Florida (the "Court") has jurisdiction over this matter pursuant to 28 U.S.C. § 1334. This is a core proceeding pursuant to 28 U.S.C. § 157 (b). The Debtors confirm their consent, pursuant to rule 7008 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules"), to the entry of a final order.

3. Venue is proper pursuant to 28 U.S.C. §§ 1408 and 1409.

4. The statutory bases for the relief requested herein are sections 327(a) and 330 of title 11 of the United States Code, 11 U.S.C. §§ 101-1532 (the "Bankruptcy Code"), Bankruptcy Rules 2014(a) and 2016, and rule 2016-1 of the Bankruptcy Local Rules for the Middle District of Florida (the "Bankruptcy Local Rules").

Background

5. On the date hereof (the "Petition Date"), each Debtor filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code. A detailed description of the facts and circumstances of these chapter 11 cases is set forth in the *Declaration of Patrick Diercks a Partner of Clear Thinking Group, in Support of Debtors' Chapter 11 Petitions and First Day Motions* (the "First Day Declaration").

6. The Debtors are operating their businesses and managing their properties as debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code. Contemporaneously

[2] Any references to, or summaries of, the Engagement Letter in this Application are qualified by the express terms of the Engagement Letter, which shall govern if there is any conflict between the Engagement Letter and such summaries or references herein. Additionally, any capitalized terms used in this Application and not otherwise defined herein have the meanings ascribed to them in the Engagement Letter.

herewith, the Debtors have filed a motion requesting joint administration of these chapter 11 cases pursuant to Bankruptcy Rule 1015(b). No request for the appointment of a trustee or examiner has been made in these chapter 11 cases, and no committees have been appointed or designated.

CTG's Qualifications

7. CTG is a nationally recognized restructuring and turnaround firm with substantial experience in providing financial advisory services and has an excellent reputation for services it has rendered in large and complex chapter 11 cases on behalf of debtors and creditors throughout the United States.

8. CTG's professionals have assisted, advised and provided strategic advice to, debtors, creditors, bondholders, investors and other entities in numerous chapter 11 cases of similar size and complexity to the Debtors' chapter 11 cases. CTG has provided financial or crisis management services in numerous large cases including: ASE, Inc., Bacharach, Inc., Bag'n'Baggage, Inc., Barbecues Galore, Inc., Boot Town Western Warehouse, Inc., Charming Charlie, Inc., Copeland Sports, Inc., Crabtree & Evelyn, Inc., Delia's, Inc., Gordmann's Inc., Hancock Fabrics, Inc., Joyce Leslie, Inc., John Varvatos Enterprises, Inc., Lillian Vernon, Inc., Loehmann's Holdings, Inc., Market Antiques & Home Furnishing, Inc., Marsh Supermarkets, Inc., Namco, LLC, The Northwest Company LLC, One Price Clothing, Inc., Prints Plus, Inc., Rag Shops, Inc., Sofa Express, Inc., Swoozies, Inc., The Parent Company, Inc., Total Hockey, Inc., and The Walking Company, Inc.. Accordingly, the Debtor views CTG's wide wealth of experience as an important resource.

9. Since approximately April 4, 2020, CTG has provided services to the Debtors in connection with their restructuring efforts. In providing such prepetition professional services to the Debtors, CTG has become familiar with the Debtors and their businesses, including the Debtors' financial affairs, debt structure, operations and related matters. Having worked closely

with the Debtors' management and their other advisors, CTG has developed relevant experience and expertise regarding the Debtors that will assist it in providing effective and efficient services in these chapter 11 cases. Accordingly, CTG is both well-qualified and uniquely able to represent the Debtors in these chapter 11 cases in an efficient and timely manner.

Scope of Services

10. Prior to the Petition Date, the Debtors and CTG entered into the Engagement Letter, which governs the relationship between them. The terms and conditions of the Engagement Letter were negotiated between the Debtors and CTG and reflect the parties' mutual agreement as to the substantial efforts that will be required in this engagement. Subject to further order of the Court, CTG may provide the services described in the Engagement Letter as CTG and the Debtors shall deem appropriate and feasible in order to advise the Debtors in the course of these chapter 11 cases, including, but not limited to, the following:

- Assist the Debtors with development of its rolling 13-week cash receipts and disbursements forecasting tool designed to provide on-time information related to the Debtors' liquidity.
- Assist the Debtors with development and implementation of cash management strategies, tactics and processes.
- Assist the Debtors to identify and implement both short-term and long-term liquidity generating initiatives.
- Assist the Debtors with development of its revised business plan, and such other related forecasts as may be required by the bank lenders in connection with negotiations or by the Debtors for other corporate purposes.
- Assist the Debtors in negotiating and implementing restructuring initiatives and evaluate strategic alternatives.
- Assist the Debtors with contingency planning and bankruptcy preparation.
- Assist the Debtors in other business and financial aspects of a Chapter 11 proceeding, including, but not limited to, development of a Disclosure Statement and Plan of Reorganization.

- Assist with the preparation of the statement of affairs, schedules and other regular reports required by the Court as well as providing assistance in such areas as testimony before the Court on matters that are within CTG's areas of expertise.
- Assist, as requested, in analyzing preferences and other avoidance actions.
- Manage the claims and claims reconciliation processes.
- Assist the Debtors with such other matters as may be requested that fall within CTG's expertise and that are mutually agreeable.

11. Such financial advisory services are necessary to the Debtors' restructuring efforts and in the ongoing operation and management of the Debtors' businesses while subject to chapter 11 of the Bankruptcy Code.

12. When necessary, the individuals working on this matter (the "CTG Personnel") will be assisted by or replaced by various professionals at various levels.

No Duplication of Services

13. The financial advisory services provided by CTG will complement, and not duplicate, the services to be rendered by any other professional retained in these chapter 11 cases.

CTG's Disinterestedness

14. To the best of the Debtors' knowledge, information and belief, and except to the extent disclosed herein and in the CTG Declaration, CTG (a) is a "disinterested person" within the meaning of section 101(14) of the Bankruptcy Code, (b) has no connection with the Debtors, their creditors, or other parties in interest, or the attorneys or accountants of the foregoing, or the Office of the United States Trustee for the Middle District of Florida (the "U.S. Trustee") or any person employed in the Office of the U.S. Trustee; and (c) does not hold any interest adverse to the Debtors' estates.

15. To the extent that any new relevant facts or relationships bearing on the matters described herein during the period of CTG's retention are discovered or arise, Debtors are advised that CTG will use reasonable efforts to promptly file a supplemental declaration.

Professional Compensation and Expense Reimbursement

16. CTG's decision to accept this engagement to provide services to the Debtors is conditioned upon its ability to be retained in accordance with its customary terms and conditions of employment, compensated for its services, and reimbursed for the out-of-pocket expenses it incurs in accordance with its customary billing practices, as set forth in **paragraph 3** of the Engagement Letter (the "Fee and Expense Structure").

17. CTG's current standard hourly rates for 2020, subject to periodic adjustments, are as follows:

Title	Hourly Rate
Partner	$600
Managing Director	$500
Manager	$400
Consultant	$300
Analyst	$200

18. CTG reviews and revises its billing rates on January 1 of each year. Changes in applicable hourly rates will be noted on the invoices for the first time period in which the revised rates become effective.

19. In addition to compensation for professional services rendered by CTG Personnel, CTG will seek reimbursement for reasonable out-of-pocket expenses incurred in connection with the chapter 11 cases, including transportation costs, lodging, and meals.

20. The Debtors understand that CTG intends to apply for compensation for professional services rendered and reimbursement of expenses incurred in connection with these chapter 11 cases consistent with the Fee and Expense Structure, subject to this Court's approval and in compliance with applicable provisions of the Bankruptcy Code, including sections 330 and 331, the Bankruptcy Rules, the Local Rules, and any other applicable procedures and orders of this Court.

21. CTG will also maintain records in support of any fees (in 1/10th of an hour increments), costs, and expenses incurred in connection with services rendered in these chapter 11 cases. Records will be arranged by category and nature of the services rendered and will include reasonably detailed descriptions of those services provided on behalf of the Debtors. CTG's applications for compensation of fees and reimbursement of expenses will be paid by the Debtors pursuant to the terms of the Engagement Letter and any procedures established by the Court, pursuant to an interim compensation order or otherwise.

22. CTG often works for compensation that includes hourly-based fees and performance-based, contingent-incentive compensation earned upon achieving meaningful results. CTG is not seeking a success fee in connection with these chapter 11 cases.

23. The Fee and Expense Structure is consistent with and typical of compensation arrangements entered into by CTG and other comparable firms that render similar services under similar circumstances. The Debtors believe that the Fee and Expense Structure is reasonable, market-based, and designed to compensate CTG fairly for its work and to cover fixed and routine overhead expenses.

24. CTG received unapplied advance payments from the Debtors in the amount of $150,000 (the "Retainer"). According to CTG's books and records, during the 90-day period prior

to the Petition Date, the Debtors paid CTG $326,602.20 in aggregate for professional services performed and expenses incurred, including $100,000 of the Retainer.

25. Due to the ordinary course and unavoidable reconciliation of fees and submission of expenses immediately prior to, and subsequent to, the Petition Date, CTG may have incurred but not billed fees and reimbursable expenses that relate to the prepetition period. Approval is sought from this Court for CTG to apply the Retainer to these amounts. Upon the entry of an Order approving the relief requested herein, the Debtors will not owe CTG any sums for prepetition services as of the Petition Date.

Indemnification

26. The Engagement Letter contains standard indemnification language with respect to CTG's services including, without limitation, an agreement by the Debtors to indemnify CTG and its affiliates, partners, directors, officers, employees and agents (each, a "CTG Party") from and against all claims, liabilities, losses, expenses and damages arising out of or in connection with the engagement of CTG that is the subject of the Engagement Letter, except to the extent caused by gross negligence, willful misconduct, self-dealing or fraud of any CTG Party.

27. The Debtors and CTG believe that the indemnification provisions contained in the Engagement Letter (the "Indemnification Provisions") are customary and reasonable for CTG and comparable firms providing financial advisory services.

28. The terms and conditions of the Indemnification Provisions were negotiated by the Debtors and CTG at arm's length and in good faith. The provisions contained in the Engagement Letter, viewed in conjunction with the other terms of CTG's proposed retention, are reasonable and in the best interest of the Debtors, their estates, and creditors in light of the fact that the Debtors require CTG's services to successfully reorganize. The Debtors request that this Court approve the Indemnification Provisions as set forth in the Engagement Letter.

Applicable Authority

29. Section 327(a) of the Bankruptcy Code provides that a debtor, subject to court approval:

> [M]ay employ one or more attorneys, accountants, appraisers, auctioneers, or other professional persons, that do not hold or represent an interest adverse to the estate, and that are disinterested persons, to represent or assist the [debtor] in carrying out the [debtor's] duties under this title.
>
> 11 U.S.C. § 327(a).

30. Bankruptcy Rule 2014 requires that an application for retention include:

> [S]pecific facts showing the necessity for the employment, the name of the [firm] to be employed, the reasons for the selection, the professional services to be rendered, any proposed arrangement for compensation, and, to the best of the applicant's knowledge, all of the [firm's] connections with the debtor, creditors, any other party in interest, their respective attorneys and accountants, the United States trustee, or any person employed in the office of the United States trustee.
>
> Fed. R. Bankr. P. 2014.

31. The Debtors respectfully submit that section 327 of the Bankruptcy Code permits them to hire a professional firm like CTG to undertake an advisory role in these chapter 11 cases. Furthermore, the requirements set forth by Bankruptcy Rule 2014 are satisfied by this Application. The retention of CTG as financial advisor in these chapter 11 cases is in the best interests of the Debtors' estates, creditors, and the parties in interest.

(Signature page follows)

WHEREFORE, the Debtors request that the Court enter an order, substantially in the form attached hereto, granting the relief requested in this Application and granting such other and further relief as is appropriate under the circumstances.

Dated: Jacksonville, Florida
August 12, 2020

Respectfully submitted,

STEIN MART, INC.

By______________________________
Hunt Hawkins
Its: Chief Executive Officer

STEIN MART BUYING CORP.

By______________________________
Hunt Hawkins
Its Chief Executive Officer

STEIN MART HOLDING CORP.

By______________________________
Hunt Hawkins
Its Chief Executive Officer

CLEAR THINKING GROUP®
401 Towne Centre Drive
Hillsborough, NJ 08844
908.431.2121
www.clearthinkinggroup.com

July 20, 2020

Mr. James Brown
Chief Financial Officer
Stein Mart, Inc.
1200 Riverplace Blvd
Jacksonville, FL 32207

Re: Consulting Services Agreement

Dear James:

This letter outlines the understanding between Clear Thinking Group LLC ("CTG"), a Delaware limited liability company, and Stein Mart, Inc. ("Client") of the objective, tasks, work product and fees for the engagement of CTG to perform the services outlined in the attached Statement of Work (Appendix A). References to CTG in this agreement shall include its principals, employees and agents. This is an engagement for services only and decisions relating to the implementation of the advice and recommendations of CTG during the course of its engagement shall be made by and are the sole responsibility of the Client. This agreement supersedes all prior agreements between the parties.

CTG is prepared to act as Client's Financial Advisor prior to and in connection with restructuring advice and its potential Chapter 11 Bankruptcy Filing. The engagement becomes effective July 24, 2020 and shall also be subject to bankruptcy court approval, which Stein Mart, Inc. will seek nunc pro tunc to the petition date, if any.

1. STAFFING. Joseph Marchese, Partner, and Patrick Diercks, Partner, will be responsible for the overall engagement management. They will be assisted by a staff of consultants at various levels, all of whom have a wide range of skills and abilities related to this type of assignment.

2. STATEMENT OF WORK. CTG will provide consulting services to Client as described in Appendix A, which is incorporated herein.

3. TIMING, FEES AND EXPENSES. CTG will commence this engagement on July 24, 2020 following the receipt of a signed engagement letter and payment of the additional retainer as described below.

   Hourly Fees. This engagement will be staffed with professionals at various levels, as the tasks require. Hourly fees charged for the purposes of billings will be:

President/Partner	$600.00
Managing Director	$500.00
Manager	$400.00
Consultant	$300.00

Cash Expenses. In addition to the fees set forth above, Client shall pay directly, or reimburse CTG directly, for all reasonable, out-of-pocket expenses incurred in connection with this assignment such as travel, lodging, postage, telephone and facsimile charges, etc. All such billings will be in accordance with CTG's customary practices.

Payment. CTG will invoice Client for all pre-petition fees and expenses on a weekly basis. All Pre-Petition invoices are due and payable upon receipt via wire transfer. CTG must be paid in full prior to the filing of any Ch. 11 petition or it cannot provide Post-Petition Services. Post-petition fees and expenses will be billed on a monthly basis or as required by the Court process. All post-petition fees and expenses will be paid upon approval of the Federal Bankruptcy Court per procedures set by the bankruptcy court. Each invoice is due and payable upon approval via wire transfer.

Retainer. CTG received a retainer (the "Initial Retainer") in connection with the Original Agreement in the amount of $50,000. Upon execution of this Agreement, the Client shall pay CTG an additional retainer of $100,000 (together with the Initial Retainer, the "Retainer") At the conclusion of the Engagement Period, and subject to Court approval to the extent necessary, CTG shall apply the Retainer to satisfy unpaid fees and/or expenses reflected on CTG's final invoice. The balance of the retainer, if any, will be returned to the Client within ten (10) business days of payment of CTG's final invoice.

4. RELATIONSHIP OF THE PARTIES. The parties intend that an independent contractor relationship will be created by this agreement and neither party shall be considered an employee, agent or representative of the other. Employees or agents of CTG are not entitled to any of the benefits that Client provides for the Client's employees. Client also agrees not to solicit, recruit or hire any employees or agents of CTG for a period of two years subsequent to the completion and/or termination of this agreement.

5. CONFIDENTIALITY. CTG agrees to keep confidential all information obtained from the Client. Except as required by law, CTG agrees that neither it nor its directors, officers, principals, employees, agents or attorneys will disclose to any other person or entity, or use for any purpose other than specified herein, any information pertaining to Client or any affiliate thereof which is either non-public, confidential or proprietary in nature ("Information") which it obtains or is given access to during the performance of the services provided hereunder. Information includes data, plans, reports, schedules, drawings, accounts, records, calculations, specifications, flow sheets, computer programs, source or object codes, results, models, or any work product relating to the business of the Client, its subsidiaries, distributors affiliates, vendors, customers, employees, contractors and consultants. CTG may however use the Client's trade name and logo in its marketing and promotional materials, including but not limited to CTG's website and printed materials to identify the Client in connection with services provided by CTG to the Client. The Client acknowledges that all advice (written or oral) given by CTG to the Client in connection with CTG's engagement is intended solely for the benefit and use of the Client (limited to its management) in its evaluation of its business operations. Client agrees that no such advice shall be used for any other purpose or reproduced, disseminated, quoted or referred to at any time in any manner or for any purpose other than accomplishing the tasks and programs referred to herein without CTG's prior approval (which shall not be unreasonably withheld) except as required by law. This agreement shall survive the termination of the engagement provided however that information shall no longer be deemed confidential on the 10th annual anniversary of CTG's completion of the engagement.

Notwithstanding anything to the contrary herein, it is expressly agreed and understood that CTG shall be entitled to disclose and/or produce Information if it is requested or becomes legally compelled (by oral questions, interrogatories, request for information or documents, subpoena, criminal or civil investigative demand, or similar process) to disclose any of the Information. CTG agrees to provide Client with prompt written notice within five (5) business days thereof so Client may seek a protective order or other appropriate remedy and/or waive compliance with the provisions of this Agreement.

6. INDEMNIFICATION. Client agrees to indemnify, hold harmless and defend CTG (including its principals, employees and agents) against all claims, liabilities, losses, damages and reasonable expenses as they are incurred, including reasonable legal fees and disbursements of its counsel and the costs of its professional time (at rates in effect when such future time is required) relating to or arising out of the engagement, including any legal proceeding in which CTG may be required or agree to participate but in which it is not a party. CTG, its principals, employees and agents, may, but are not required to, engage, at Client's expense, a single firm of separate counsel of its choice in connection with any of the matters to which this indemnification agreement relates. This indemnification agreement does not apply to claims, liabilities, losses, damages and expenses that are adjudicated in a court of competent jurisdiction (after the exhaustion of any appeals) to be solely the result of gross negligence on the part of CTG.

7. TERMINATION AND SURVIVAL. This agreement may be terminated at any time by written notice by one party to the other, provided, however, that notwithstanding such termination CTG will be entitled to any fees and expenses due under the provisions of the agreement. Such payment obligations shall inure to the benefit of any successor or assignee of CTG. The obligations of the parties under the Indemnification and Confidentiality sections of this agreement shall survive the termination of the agreement as well as the other sections of this agreement, which expressly provide that they shall survive termination of this agreement.

8. GOVERNING LAW. This agreement is governed by and construed in accordance with the laws of the State of New Jersey with respect to contracts made and to be performed entirely therein and without regard to choice of law or principles thereof. If the parties have any dispute arising between them, including any dispute with respect to this agreement, its interpretation, performance or breach, and are unable to agree on a mutually satisfactory resolution with thirty (30) days, either party may require the matter to be settled by either private mediation, or by the American Arbitration Association in accordance with its Commercial Arbitration Rules. The mediation or arbitration shall take place in the State of New Jersey. If arbitration is selected, the decisions of the arbitrator(s) shall be final and binding on the parties hereto and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The costs of mediation and the costs assessed by the AAA for arbitration shall be borne equally by both parties.

9. LIMITATIONS. This is a services engagement. CTG warrants that it will perform services hereunder in good faith and disclaims all other warranties. Notwithstanding any other provision of this agreement, CTG will not be liable for any actions, damages, claims, liabilities, costs, expenses or losses arising out of or relating to the services performed hereunder for an aggregate amount in excess of the fees paid by the Client to CTG in performing the services that form the basis for the action or claim. In addition, CTG will not be liable for any delays resulting from circumstances or causes beyond its reasonable control, including without limitation, fire or other casualty, acts of God, strikes or labor disputes, war or other violence, or any law, order or required of any governmental agency or authority.

10. SEVERABILITY. If any portion of this agreement shall be determined to be invalid or unenforceable, CTG and Client agree that the remainder shall be valid and enforceable to the maximum extent possible.

11. NOTICES. All notices required or permitted to be delivered under this agreement shall be in writing and sent, if to CTG, to the address set forth at the head of this letter and, if to Client, to the address set forth above, to the attention of Mr. James Brown or such other name or address as may be given in writing to the

other party. All notices under this agreement shall be sufficient if delivered by email, facsimile or overnight mail. Any notice shall be deemed to be given upon actual receipt.

12. ENTIRE AGREEMENT. Client agrees that this agreement represents its entire understanding of the terms of CTG's engagement and that it supersedes any prior understandings or agreements that the parties may have had or discussed. The terms and provisions of this agreement may not be modified or amended except in a writing signed by an authorized representative of the Client and CTG.

If the terms set forth above and within the attached Statement of Work (Appendix A) meet with your approval, please sign and return this proposal to my attention.

Very truly yours,

Joseph Marchese
Partner

Accepted and Acknowledged:

Signed: ______________________
Name: ~~James Brown~~ D. Hunt Hawkins
Title: ~~Chief Financial Officer~~ CEO
Date: July 24, 2020

Appendix A – Statement of Work

CTG will provide the following services to Client:

Phase I – Pre-Petition Services:

1. Assist Client in reviewing cash flow and liquidity of the business and reviewing the underlying assumptions, including but not limited to: sales, dilution, gross margin, inventory productivity, trade support, etc. for reasonableness;
2. Assist in developing a strategy and executing same related to their efforts to deal with the impact of the COVID-19 virus on their business operations.
3. Assist Client with the development of a general DIP bankruptcy weekly cash flow and related assumptions;
4. Assist Client and their Investment Banker with the development of reorganization business model;
5. Assist, if necessary, in creating a detailed liquidation analysis including assumptions and sources;
6. Assist Client with the communication to its Lender, and other constituencies as needed;
7. Assist Client with preparations for a bankruptcy filing including;
    - the development of financial information and statistical information needed for court motions as requested by Client's Legal Counsel,
    - participation in a DIP loan negotiation,
    - development of communication information for case constituents (employees, landlords, vendors, etc.),
    - other Ch. 11 preparation activities as requested by Client and/or Client's Legal Counsel and agreed by CTG.

Phase II – Post-Petition Services

1. Assist the Debtor's management team with the bankruptcy process to minimize costs associated with that process, facilitate the Debtor's communication with parties-in-interest, assist with creditor negotiations, assist in the development and negotiation of a Plan of Reorganization and provide guidance as to compliance with all requirements of the Court and assist in such other matters as the Board of Directors, management or counsel to the Debtor may request from time to time and determination of the Debtor's cash requirements related thereto;
2. Review of the Debtor's operations, including evaluating its working capital management and requirements, operating processes and overhead structure as necessary to ensure the adequacy and coverage of post-petition cash requirements including, but not limited to, operating costs, fees (attorneys, advisors, trustees, etc.), and other authorized post-petition payment;
3. Assist with any process for the sale of all or substantially all of the Debtor's assets and the resolution of claims asserted against the Debtors;
4. Assist with the preparation of business plans and financial projection and analysis of alternative scenarios;
5. Assess and monitor operations, and recommend the restructuring of operations as appropriate;
6. Assist with the preparation of all required court financial reporting including the SOFA schedules and monthly operating reports;
7. Assist with the sale process under 11 U.S.C. § 363 or any alternative plan process;
8. Assist with the wind down of the Clients operations if required and monitor the orderly liquidation of terminated operations (if any);
9. Assist with the analysis and reconciliation of claims against the Debtors and other bankruptcy avoidance actions;
10. Assist with the preparation of Court motions as requested by the Debtor's counsel;

11. Assist in evaluation and development of the Debtor's financial plans and cash flow forecasts and provide assistance with the preparation of revised forecasts and scenario analyses;
12. Assist with cash management and provide assistance in the development and management of a 13–week cash flow forecast;
13. CTG will keep Client informed of our activities and progress on the services being provided and will report periodically to the Client's Board of Directors as required.
14. Perform such other services as requested or authorized by Management and the Board of Directors, and agreed to by Clear Thinking Group LLC.

UNITED STATES BANKRUPTCY COURT
MIDDLE DISTRICT OF FLORIDA
JACKSONVILLE DIVISION
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In re:	Chapter 11
STEIN MART, INC.[1]	Case No. 3:20-bk-2387
STEIN MART BUYING CORP.	Case No. 3:20-bk-2388
STEIN MART HOLDING CORP.,	Case No. 3:20-bk-2389
Debtors.	Joint Administration Requested

DECLARATION OF PATRICK DIERCKS IN SUPPORT OF THE DEBTORS' APPLICATION FOR ENTRY OF AN ORDER APPROVING THE EMPLOYMENT AND RETENTION OF CLEAR THINKING GROUP LLC AS FINANCIAL ADVISOR TO THE DEBTORS AND DEBTORS IN POSSESSION EFFECTIVE AS OF THE PETITION DATE

I, Patrick Diercks, make this Declaration pursuant to 28 U.S.C. § 1746, and state:

1. I am a Partner with Clear Thinking Group LLC ("CTG"), which has a place of business at 401 Towne Centre Drive, Hillsborough, New Jersey 08844.

2. I submit this declaration on behalf of CTG in support of the Debtors' Application for an Order Authorizing the Employment and Retention of Clear Thinking Group LLC as financial advisor effective as of the Petition Date (the "Application")[2] by which the Debtors are seeking retention of CTG on the terms and conditions set forth in the Application and the engagement letter between the Debtors and CTG attached to the Application as **Exhibit A** (the

[1] The tax identification numbers of the Debtors are as follows: Stein Mart, Inc. 6198; Stein Mart Buying Corp. 1114; and Stein Mart Holding Corp. 0492. The address of the Debtors' principal offices: 1200 Riverplace Blvd., Jacksonville, FL 32207. The Debtors' claims agent maintains a website, https://cases.stretto.com/SteinMart, which provides copies of the Debtors' first day pleadings and other information related to the case.
[2] Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Application.

"Engagement Letter"). Except as otherwise noted,[3] I have personal knowledge of the matters set forth herein. If called and sworn as a witness, I could, and would, testify competently to the matters set forth herein.

CTG's Qualifications

3. CTG provides financial advisory services to debtors in chapter 11 cases and out-of-court restructurings. CTG is a nationally recognized restructuring and turnaround firm and has substantial experience in providing financial advisory services and enjoys an excellent reputation for services it has rendered in large and complex chapter 11 cases on behalf of debtors and creditors throughout the United States.

4. I have been employed by CTG since 2004.. CTG's professionals have assisted, advised and provided strategic advice to, debtors, creditors, bondholders, investors and other entities in numerous chapter 11 cases of similar size and complexity to the Debtors' chapter 11 cases. CTG has provided financial or crisis management services in numerous large cases.. ASE, Inc., Bacharach, Inc., Bag'n'Baggage, Inc., Barbecues Galore, Inc., Boot Town Western Warehouse, Inc., Charming Charlie, Inc., Copeland Sports, Inc., Crabtree & Evelyn, Inc., Delia's, Inc., Gordman's Inc., Hancock Fabrics, Inc., Joyce Leslie, Inc., John Varvatos Enterprises, Inc., Lillian Vernon, Inc., Loehmann's Holdings, Inc., Market Antiques & Home Furnishing, Inc., Marsh Supermarkets, Inc., Namco, LLC, The Northwest Company LLC, One Price Clothing, Inc., Prints Plus, Inc., Rag Shops, Inc., Sofa Express, Inc., Swoozies, Inc., The Parent Company, Inc., Total Hockey, Inc., and The Walking Company, Inc.. Some notable, publicly-disclosed restructuring assignments that I have personally led include Joyce Leslie, Inc. and Charming Charlie, Inc.

[3] Certain of the disclosures herein relate to matters within the personal knowledge of other professionals at CTG and are based on information provided them.

5. In addition, since approximately April 4th, 2020, CTG has provided services to the Debtors in connection with their restructuring efforts. In providing such prepetition professional services to the Debtors, CTG has become familiar with the Debtors and their businesses, including the Debtors financial affairs, debt structure, operations and related matters. Having worked closely with the Debtors management and their other advisors, CTG has developed relevant experience and expertise regarding the Debtors that will assist it in providing effective and efficient services in these chapter 11 cases. Accordingly, CTG is both well-qualified and uniquely able to represent the Debtors in these chapter 11 cases in an efficient and timely manner.

6. If the Application is approved, CTG will continue to provide services to the Debtors. The individuals working on this matter (the "CTG Personnel") will work closely with the Debtors' management and other professionals throughout the reorganization process. By virtue of the expertise of its restructuring personnel and the significant prepetition work that CTG performed for the Debtors its prepetition representation of the Debtors, CTG is well qualified to provide services to and represent the Debtors' interests in these chapter 11 cases.

Services to be Provided

7. Subject to further order of the Court, CTG may provide the services described in the Engagement Letter, including, but not limited to, the following:[4]

- Assist the Debtors with development of its rolling 13-week cash receipts and disbursements forecasting tool designed to provide on-time information related to the Debtors' liquidity.
- Assist the Debtors with development and implementation of cash management strategies, tactics and processes.

[4] The summaries of the Engagement Letter contained in this Application are provided for purposes of convenience only. In the event of any inconsistency between the summaries contained herein and the terms and provisions of the Engagement Letter, the terms of the Engagement Letter shall control.

- Assist the Debtors to identify and implement both short-term and long-term liquidity generating initiatives.
- Assist the Debtors with development of its revised business plan, and such other related forecasts as may be required by the bank lenders in connection with negotiations or by the Debtors for other corporate purposes.
- Assist the Debtors in negotiating and implementing restructuring initiatives and evaluate strategic alternatives.
- Assist the Debtors with contingency planning and bankruptcy preparation
- Assist the Debtors in other business and financial aspects of a Chapter 11 proceeding, including, but not limited to, development of a Disclosure Statement and Plan of Reorganization.
- Assist with the preparation of the statement of affairs, schedules and other regular reports required by the Court as well as providing assistance in such areas as testimony before the Court on matters that are within CTG's areas of expertise.
- Assist, as requested, in analyzing preferences and other avoidance actions.
- Manage the claims and claims reconciliation processes.
- Assist the Debtors with such other matters as may be requested that fall within CTG's expertise and that are mutually agreeable.

No Duplication of Services

8. CTG understands that the Debtors may retain additional professionals during the term of its engagement and will work cooperatively with such professionals to integrate any respective work conducted by the professionals on behalf of the Debtors. The financial advisory services provided by CTG will complement, and not duplicate, the services rendered by any other professional retained in these chapter 11 cases.

Professional Compensation and Expense Reimbursement

9. CTG's decision to accept this engagement to provide services to the Debtors is conditioned upon its ability to be retained in accordance with its customary terms and conditions of employment, compensated for its services, and reimbursed for the out-of-pocket expenses it

incurs in accordance with its customary billing practices, as set forth in paragraph 3 of the Engagement Letter (the "Fee and Expense Structure").

10. CTG's current standard hourly rates for 2020, subject to periodic adjustments, are as follows:

Title	Hourly Rate
Partner	$600
Managing Director	$500
Manager	$400
Consultant	$300
Analyst	$200

11. CTG reviews and revises its billing rates on January 1 of each year. Changes in applicable hourly rates will be noted on the invoices for the first time period in which the revised rates became effective.

12. In addition to compensation for professional services rendered by CTG Personnel, CTG will seek reimbursement for reasonable out-of-pocket expenses incurred in connection with the chapter 11 cases, including transportation costs, lodging, and meals.

13. CTG intends to apply for compensation for professional services rendered and reimbursement of expenses incurred in connection with these chapter 11 cases consistent with the Fee and Expense Structure, subject to this Court's approval and in compliance with applicable provisions of the Bankruptcy Code, including sections 330 and 331, the Bankruptcy Rules, the Local Rules, and all other applicable procedures and orders of this Court.

14. CTG will maintain records in support of any fees (in 1/10th of an hour increments), costs, and expenses incurred in connection with services rendered in these chapter 11 cases.

Records will be arranged by category and nature of the services rendered and will include reasonably detailed descriptions of those services provided on behalf of the Debtors.

15. CTG often works for compensation that includes hourly-based fees and performance-based, contingent-incentive compensation earned upon achieving meaningful results. CTG is not seeking a success fee in connection with these chapter 11 cases.

16. The Fee and Expense Structure is consistent with and typical of compensation arrangements entered into by CTG and other comparable firms that render similar services under similar circumstances. I believe that the Fee and Expense Structure is reasonable, market-based, and designed to compensate CTG fairly for its work and to cover fixed and routine overhead expenses.

17. CTG received unapplied advance payments from the Debtors in the amount of $150,000(the "Retainer"). According to CTG's books and records, during the 90-day period prior to the Petition Date, the Debtors paid CTG $326,602.20 in aggregate for professional services performed and expenses incurred, including $100,000 of the Retainer.

18. Due to the ordinary course and unavoidable reconciliation of fees and submission of expenses immediately prior to, and subsequent to, the Petition Date, CTG may have incurred but not billed fees and reimbursable expenses that relate to the prepetition period. Approval is sought from this Court for CTG to apply the Retainer to these amounts. Upon the entry of an Order approving the relief requested herein, the Debtors will not owe CTG any sums for prepetition services as of the Petition Date.

Indemnification Provisions

19. The Engagement Letter contains standard indemnification language with respect to CTG's services including, without limitation, an agreement by the Debtors to indemnify CTG and its affiliates, partners, directors, officers, employees and agents (each, a "CTG Party") from and

against all claims, liabilities, losses, expenses and damages arising out of or in connection with the engagement of CTG that is the subject of the Engagement Letter, except to the extent caused by gross negligence, willful misconduct, self-dealing or fraud of any CTG Party.

20. CTG believes that the indemnification provisions contained in the Engagement Letter (the "Indemnification Provisions") are customary and reasonable for CTG and comparable firms providing financial advisory services.

21. The terms and conditions of the Indemnification Provisions were negotiated by the Debtors and CTG at arm's length and in good faith. The provisions contained in the Engagement Letter, viewed in conjunction with the other terms of CTG's proposed retention, are reasonable and in the best interest of the Debtors, their estates, and creditors. Accordingly, as part of this Application, I believe that this Court should approve the Engagement Letter.

CTG's Disinterestedness

22. In connection with its proposed retention by the Debtors in these chapter 11 cases, CTG undertook a lengthy review to determine whether it had any conflicts or other relationships that might cause it not to be disinterested or to hold or represent an interest adverse to the Debtors. Specifically, CTG obtained from the Debtors and/or their representatives the names of individuals and entities that may be parties in interest in these chapter 11 cases ("Potential Parties in Interest"). Such parties are listed on **Schedule 1** attached hereto. Results are disclosed for connections to Potential-Parties-in-Interest on **Schedule 2** attached hereto. In addition, an email is sent to all of their professionals inquiring of any potential connections.

23. Based on that review, CTG represents that, to the best of its knowledge, CTG knows of no fact or situation that would represent a conflict of interest for CTG with regard to the Debtors. Unless otherwise noted, references to CTG below collectively refer to CTG and its subsidiaries.

24. CTG and its affiliates are advisors, and crisis managers providing services and advice in many areas, including restructuring and distressed debt. As part of its diverse practice, CTG appears in numerous cases, proceedings, and transactions involving many different attorneys, accountants, investment bankers, and financial consultants, some of whom may represent claimants and parties in interest in these chapter 11 cases. Further, CTG has in the past, and may in the future, be represented by various attorneys and law firms, some of whom may be involved in these chapter 11 cases. In addition, CTG has been in the past, and likely will be in the future, engaged in matters unrelated to the Debtors or these chapter 11 cases in which it works with or in opposition to other professionals involved in these chapter 11 cases. Moreover, CTG might have referred work to other professionals who are retained in these chapter 11 cases. Likewise, certain such professionals who are retained in these chapter 11 cases might have referred work to CTG. To the best of my knowledge, information and belief, insofar as I have been able to ascertain after reasonable inquiry, none of these business relationships constitute interests adverse to the Debtor.

25. From time to time, CTG has provided services, and likely will continue to provide services, to certain creditors of the Debtors and various other parties adverse to the Debtors in matters wholly unrelated to these chapter 11 cases. As described herein, however, CTG has undertaken a detailed search to determine, and to disclose, whether it is providing or has provided services to any significant creditor, equity security holder, insider or other party in interest in such unrelated matters.

26. To the best of my knowledge, information and belief, insofar as I have been able to ascertain after reasonable inquiry, none of the CTG Personnel (a) have any connection with the United States Trustee, or any employee in the Office of the U.S. Trustee; or (b) are related or

connected to any United States Bankruptcy Judge for the Middle District of Florida, except as otherwise set forth herein.

27. To the best of my knowledge, none of the members of the engagement team or CTG is a direct holder of any of the Debtors' securities. It is possible that members of the engagement team or certain of CTG employees, managing directors, board members, equity holders, or an affiliate of any of the foregoing, may own interests in mutual funds or other investment vehicles (including various types of private funds) that own the Debtors' or other parties in interest's debt or equity securities or other financial instruments, including bank loans and other obligations. Typically, the holders of such interests have no control over investment decisions related to such investment funds or financial instruments. CTG's policy prohibits its employees from personally trading in the Debtors' securities.

28. To the best of my knowledge, information and belief, insofar as I have been able to ascertain after reasonable inquiry, CTG has not been retained to assist any entity or person other than the Debtors on matters relating to, or in direct connection with, these chapter 11 cases. CTG will continue to provide professional services to entities that may be creditors or equity security holders of the Debtors or other parties in interest in these chapter 11 cases, provided that such services do not relate to, or have any direct connection with, these chapter 11 cases or the Debtors.

29. Certain of CTG's employees, managing directors, board members, equity holders, or an affiliate of any of the foregoing may have financial accounts or insurance relationships with a potential party in interest.

30. Despite the efforts described above to identify and disclose the connections that CTG has with parties in interest in these chapter 11 cases, because the Debtors form a large enterprise with

numerous creditors and other relationships, CTG is unable to state with certainty that every client relationship or other connection has been identified and disclosed.

31. In accordance with section 504 of the Bankruptcy Code and Bankruptcy Rule 2016, neither I nor CTG has entered into any agreements, express or implied, with any other party in interest, including the Debtors, any creditor, or any attorney for such party in interest in these chapter 11 cases, (a) for the purpose of sharing or fixing fees or other compensation to be paid to any such party in interest or its attorneys for services rendered in connection therewith, (b) for payment of such compensation from the assets of the estates in excess of the compensation allowed by this Court pursuant to the applicable provisions of the Bankruptcy Code, or (c) for payment of compensation in connection with these chapter 11 cases other than in accordance with the applicable provisions of the Bankruptcy Code.

32. Accordingly, except as otherwise set forth herein, insofar as I have been able to determine, neither I, CTG nor any CTG Personnel holds or represents any interest adverse to the Debtors or their estates, and CTG is a "disinterested person" as that term is defined in section 101(14) of the Bankruptcy Code, as modified by section 1107(b) of the Bankruptcy Code, in that CTG and its professionals and employees who will work on the engagement:

(a) are not creditors, equity security holders, or insiders of the Debtors;

(b) were not, within two years before the Petition Date, a director, officer or employee of the Debtors; and

(c) do not have an interest materially adverse to the interest of the Debtors' estate or any class of creditors or equity security holders, by reason of any direct or indirect relationship to, connection with, or interest in, the Debtors, or for any other reason.

33. If CTG discovers additional information that requires disclosure, CTG will promptly file a supplemental disclosure with this Court as required by Bankruptcy Rule 2014.

CTG reserves the right to supplement this Declaration in the event that CTG discovers any facts bearing on matters described in this Declaration regarding CTG's employment by the Debtors.

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

(Signature page follows)

Dated: August 12, 2020

By: ________________________________
Patrick Diercks

Schedule 1

Potential Parties in Interest

1. DEBTORS
Stein Mart, Inc.
Stein Mart Buying Corp.
Stein Mart Holding Corp.

2. ALLEGED SECURED CREDITORS
Wells Fargo Bank
Gordon Brothers Finance Company
SunTrust Bank

3. DEBTORS' PROFESSIONALS
Foley & Lardner LLP
DLA Piper
Hirschfield Kraemer
Baker Hostetler
Abel Bean
Smith Gambrell
Bradley Arant
Holland & Knight
Jackson Lewis
Constantine Cannon
KPMG
Lockton
Deloitte
Ernst & Young
Peggy Isreal
Rothschild LG

4. SIGNIFICANT VENDORS
Alex Apparel Group Inc.
Amerex Group LLC
AT&T Capital Services, LLC
Berle Manufacturing Company
Bernard Chaus, Inc.
Bradley Arant Boult Cummings LLP
Camelot Strategic Marketing and Media
Carole Hochman Design Group Inc.
CHL Design Forum Ltd
CIT Commercial Services
CM Design Studio LLC

Collection XIIX Ltd
Commission Junction Inc.
Datamax Services Inc.
DSW, Inc.
E-Lo Sportswear LLC
Fashion Avenue Knits Inc.
Fu Da International Ltd.
G-III Leather Fashions Inc.
Gerson & Gerson, Inc.
Hanesbrands, Inc.
Harland Technology Services
Harvest Small Business Finance LLC
High Life LLC
Hirschfeld Kraemer LP
Hitachi Capital America Corp.
HMS Productions
IDG (Intl Direct Group)
In Motion Group LLC
Infocepts LLC
Infogain Corporation
ITOCHU Prominent USA, LLC
Izod
J.B. Hunt Transport Inc.
JBS Dresses Direct
JBS Dresses, LLC
Jackson Lewis P.C.
John Paul Richard Inc.
Joseph A Company LLC
Kaktus Sportswear
Kellwood Apparel LLC
KHQ Investment LLC
Levtex LLC
LogicSource Inc.
Manhattan Beachwear Inc.
Message Technologies, Inc.
Michael Kors
Microsoft Licensing GP
MicroStrategy Services Corporation
Milberg Factors Inc.
Oracle America, Inc.
Pacific Alliance USA Inc.
Peerless Clothing
Perry Ellis International, LLC
Perry Ellis Menswear, LLC
Private Brands/American Rag
Purered Creative, Inc.

PVH Corp.
PVH Legwear LLC
PVH Neckwear Inc.
Regency Enterprises Inc.
Republic Clothing Corp.
Respekt Wear Apparel Group LLC
Roffe Accessories
Roman & Sunstone LLC
Ronni Nicole II Ltd
Rosenthal & Rosenthal Inc.
SABA Software Inc.
Service Express Inc.
Seven Licensing Co.
Silk Icon Apparel Inc.
Smith, Gambrell & Russell, LLP
Softwink, Inc. dba Quadrant Information
Sport Elle, Inc.
Sterling National Bank
Stored Value Solutions
Supreme International
Tempo Paris
Tharanco Lifestyles LLC
TKO Evolution Apparel, Inc.
Tommy Hilfiger U.S.A. Inc.
Topson Downs of California
Verifone
Wells Fargo Trade Capital Services
Westport Corp.
White Oak Commercial Finance
Xerox Corporation
ZG Apparel

5. <u>LESSORS</u>

One South. Inc.
Dixie Associates
Westgate Baceline, LLC
Deville Plaza LLC
The Centre at Deane Hill
AGRE Oak Grove Owner, LLC
Collins & Miller Woodhill LLC
Hammond Aire LLC
Roosevelt Square LLLP
Vestavia MZL LLC
Olde Towne Retail Investments, LLC
Crossroads Mall Partners, Ltd.

JMCR Lincoln Heights, LP
Kimco Tallahassee 715, Inc.
Sterling (The Falls), LP
SCI Verdae Fund, LLC
B&B Britton Plaza Holdings LLC
Eastgate Center Propco, LLC
SUSO 4 Cordova LP
Wendover OD, LLC
SS Brassfield, LLC
Riverplace Shopping Center, LLC
Sauer Properties, Inc.
2840 Veterans, L.L.C.
Branch Westbury Associates, L.P.
Crossroads Plaza 1743, LP
St. Andrews Center 254, LLC
Mayfair HPR LLC
Regency Centers, L.P.
Stoneridge Auto, LLC
Thruway Shopping Center LLC
ARC CTCHRNC001, LLC
Pembroke Square Associates
Hartford-Lubbock Limited Partnership II
Shadowwood Square, Ltd.
WSQ, LLC
DDRTC Cypress Trace LLC
CG Kettering T & C, LLC
HGREIT II Madison Road LLC
SCG Lion's Head LLC
Brixmor Holdings 12 SPE, LLC
Price/Baybrook Ltd
E. Scott Family Limited Partnership
New Market-Champions, LLC
North Willow, L.P.
Merchants Walk (E&A), LLC
BRE Retail Residual Owner 2 LLC
WRI/Raleigh LP
IA Sarasota Tamiami, L.L.C.
New Pepper Square S/C Ltd.
GRI West Woods, LLC
Karlin Pima, LLC
Real Sub, LLC
PCDF Properties LLC
Meyerland Retail Associates, LLC
Brixmor Holdings 1 SPE, LLC
Meadows Development of Terre Haute LLC
G&I VIII Acadiana LLC

Preston Shepard Retail LP
Tanglewood Venture LLC
ECHO Matthews, LLC
Chestnut Ridge Associates LLC
Oglethorpe Mall, LLC
Highland Centre
Quebec Village JG Limited
Village at Time Corners, LP
Kimco Lakeland 123, Inc.
RPAI Irving Limited Partnership
Nicholas Park Mall LLC
Fountains Dunhill, LLC
Lakewood Village Shopping Park, LLC
Weingarten Nostat, Inc.
CP Venture Two, LLC
HAM Gateway, LLC
JLH Crossroad Property LLC
HSV Property Owner LP
Brixmor GA Apollo I TX Holdings, LLC
RAF Johnson City LLC
Sun Center Limited
Northwoods Center, Inc.
Westgate Village Retail, LLC
North 52 LLC
ICA BFC Venture, LLC
Beechwood Promenade LLC
Steger Towne Crossing, L.P.
DT Prado, LLC
Feliz Commons, LLC
Pacific Castle Smithridge, LLC
WNI/Tennessee LP
Poway City S. C. LP
Premier Place Improvements, LLC
Pompano MZL LLC
DDR Southeast Southlake LP
Trenholm Plaza (E&A), LLC
WRI-TC Marketplace at Dr. Phillips LLC
TPP Bryant, LLC
Rice Lakes Square LLC
SuSu Developers
Selig Enterprises, Inc.
Stockbridge Myrtle Beach, LLC
Premier Centre, L.L.C.
Publix Super Markets, Inc.
Town Center I Family Partnership LP
IVT Stevenson Ranch Plaza, LLC

Hamilton Village Station, LLC
Fairway-Oak Hollow, LLC
ERP Hillcrest, LLC
EREP Jacaranda Plaza I, LLC
Coro Rivoli Ventures, LLC
Venture Sublett Corners, LP
McFarland Investment Partners, LLC
Albserton's LLC
BOKF Real Estate Holdings LLC
Belle Hollow Retail LLC
AMI Winepress, LP
Pivotal 650 California St., LLC
Edifis Parkway Ltd
IRC Orland Park Place, LLC
Brixmor GA Vail Ranch, LP
BVA Lexington TC LLC
KRP Portfolio, LLC
International Speedway Square Ltd.
Main St. Commons, LLC
Grit Development LLC d/b/a Plaza Del Sol
Red Rock Regency, LLC
J&K NOLA LLC
BRE Retail Residual Owner 1 LLC
JTJG Foothill Village, L.C.
Sierra Court LLC
Spirit MT Collierville TN, LLC
Post & Wickham Corporation
SunBrewer Partners, LP
New Market – Hanover, L.P.
BVA Westside SPE LLC
19 Props, LLC
DT Commonwealth Center II LLC
WRI Fiesta Trails, LP
Isram Prado LLC
CH Realty III / Battlefield, LLC
Mission Grove Plaza, L.P.
CRI New Albany Square, LLC
Yale Jackson Holdco LLC
FW CA – Granada Village, LLC
Allyne Parke Dynasty, LLC
Rancho Hulen LLC
KRG Lithia, LLC
Promenade Shopping Center, LLC
Equity One (Florida Portfolio), LLC
KRG Vero, LLC
Federal Realty Investment Trust

Brandywine Square LP
JBM-Stein, LLC
ARC Dogwood Promenade, LLC
RVT Noble Town Center LLC
Westfield One, LLC
DDRM Casselberry Commons, LLC
Oakwood Square (E&A), LLC
Brixmor/IA Quentin Collection, LLC
PSM Alabama Holdings LLC
Vestar California XXII, LLC
Harbour Village Station LLC
C.F. Smith Southern Pines, LLC
BRE Mariner Belfair II LLC
Round Rock Crossing Texas, LP
First City North Associates
Gateway Afton Ridge, Inc.
Markets at McKnight I, LLC
Oaks Retail Partners, G.P.
JAHCO Keller Crossing LLC
Pittsford Plaza SPE, LLC
Holmdel GT LP
GBR Holmdel Plaza LLC
Hamilton TC, LLC
Benderson Properties, Inc.
Glenbrook West General Partnership
Excel Owner Promenade, LLC
NPMC Retail, LLC
Rainier Moore Plaza Acquisitions LLC
Mayfair Station, LLC
Orchard Center Company, LLC
Hendon FGV Center LLC
SIPOC Associates TIC
Vestar-CPT Tempe Marketplace, LLC
Lakewood South Land Trust
Pecanland Mall, LLC
Folsom Broadstone, Inc.
IVT Highlands at Flower Mound, LP
Turtle Creek Limited Partnership
University Hills Plaza, L.L.C.
The Irvine Company LLC
Sunset Hills Owner LLC
Surprise Towne Center Holdings, LLC
Weingarten Las Tiendas, JV
Edgewater Village, LLC
Cinco Grand & Fry Retail, LP
Maryland Parkway Property, LLC

FR Shoppers World, LLC
CPT Settlers Market, LLC
TR Lakeline Market Retail Corp.
OTR
North Nevada Retail Ventures LLC
DS Properties 18 LP
Watchung Square Associates, LLC
G & I IX Brook Highland LLC
Aspen Square, Inc.
Capitol Funds, Inc.
Vestar Best in the West Property LLC
Pinebrook Investment, LLC
Sahara Center LLC
DS Properties 17 LP
SI 38, LLC
La Costa Town Center, LLC
CPP Sierra Vista LLC
Delray Place, LLC
CH Realty VII/R Nova Plaza IV L.L.C.
Deer CapitalLLC
DDR-SAU Atlanta Brookhaven, L.L.C.
Myrtle Beach Farms Company, Inc.
Arlona Limited Partnership
IREIT Newport News Tech Center, L.L.C.
G&I IX Rancho LP
San Clemente Kornland, LLC
PVM Holdings, LLC
SRK Lady Lake 43 Associates LLC
Ramco-Gershenson Properties L.P.
Atlantic Crossing ADP, LLC
Blue Star/Henderson Enterprises, L.P.
Concord Square Associates, LLC
BRE RC Lincoln Square TX LP
KRG 951 & 41, LLC
Arapahoe Crossings, L.P.
Seminole Mall LP
BCS Hopper, LLC
Thornton Development, LLC
Gateway Center, LLC
T&C Crossing R2G Owner LLC
Shadelands Park, LLC
3939 Everhard LLC
KRG Parkside II, LLC
Kroger Limited Partnership I
MEPT Parkside LLC
R E Aurora Ohio Family, LLC

Auburn Mall, LLC
32 East Center Delaware, LLC
WDDMBB, LLC
RPA Shopping Center Phase II LLC
SPUS8 FB Seminole JV Prop, LLC
WRD Mechanicsburg, LP
McKinney SH I, Ltd.
Gateway Fairview, Inc.
Route 83 & Plainfield LLC
PAC Operating Limited Partnership
Prologis, L.P.
Vogel Family Properties, LLC
East Group Properties, LP
LCP 1200 Riverplace, LLC

6. CONTRACT COUNTER PARTY

Accessible
Accretive Solutions
ACS
Action Air
Active IDM
Advanced Distribution Services Inc (ADCN)
Afterpay
Alan Flusser
Alex and Ani
Alpine Water Coolers
Amazon Locker
Amazon Web Services
Americold
Americold Logistics
Ameritex Elevator
Amex
Annex Cloud (Social Annex)
APL
Appriss
Arrow Staffing
Artland Inc
Assent Compliance
Assessment Technologies
AT&T Capital Services
Attunity
Auditmacs
Automic
Avery Dennison
AvTech
BaronHR West

Beacon Linens
Best Vendors
Birch Communications
Blue Chip Air Inc.
Blue Moon Digital
BMG Imports
Bohan
Boone Logistics
Broadridge
Brooksource
Burdette Ketchem
CA Mechanical
Camelot Strategic Marketing & Media
Capitol Service
CAR(formely BCS)
Career Source Florida
Carrier
Cashstar
Cass Information Systems
Celadon Trucking Services (CDNK)
Centric Data
Certegy
Certona
Charles and Colvard
Cheetah
Chelo Heating& Air
Cherokee Group
CMS
CoalFire
Colo5 LLC
Cologix
Colonial Freight Systems Inc. (CFSM)
Comcast Business Services
Comdata (Mastercard)
ComforTech
Commission Junction
Communications Solutions, Inc.
Compliance Networks
Compliantia
Comprose
Computershare (formerly BNY Mellon)
Concur
Container Freight Transportation LLC (CFRT)
Containter Freight Transportation LLC (CFRT)
Contemporary Staffing Solutions
Cool Climate

Core Personnel
CoreTrust
Cornerstone
CoStar
Costar Realty Information
Courtyard by Marriott - Herald Square
Covenant Transport (CVEN)
Croscill LLC
CrowdTwist
Crown Credit Company
CRST Expedited Inc
Curvature/SMS Systems Maint
Data center Solutions
DataMax
Datascan
David Peyser Sportswear
Deposit Payment Protection Services Inc
Discovery Benefits
Dixon Hughes Goodman
Dominion Service
Donnelly Financial
DSW
Dynamix
Eagle Creek
Easy Aire
Elite Vending 2
Ellison Service Corp
Emcor Services
Enviro-Master
Epiq
Epping Forest
Equifax
Ernst and Young
Euler Hermes
Everbridge
Evry
Excelsior Elevator
Experis
Experis (formerly Comsys)
Express
FastSensor
Fidelity Stock Plan Services, LLC
First Data (Star)
First Rate
ForSee
Forward Air Solutions Inc. (FWAB)

Fox World Travel
Freepoint Energy Solutions LLC
Freight Systems
Gannett Advertising
Gate House Media
GK Trading
Gordon Brothers Finance Co
Granite
Grant Thornton
Greenleaf Compaction Inc
GS1
Guide Point Security LLC
GXS(Open Text)
Haagar Clothing Company
Harland
Headcount
Heartland Express (HAEI)
High Jump
Hilco
Hire Dynamics
Hitachi
Holbrook Service
HoneyCanDo
Hourglass Systems, Inc.
Houston Jackson
Hub Group (HUBG)
Hueman People Solutions
IBM
Ibotta
iCIMS Inc
Idealease
Infocepts
Infogain
Infor
Iron Mountain
J Fantasia & Associates LLC
Jacksonville Jaguars
Jacksonville Jumbo Shrimp
JB Hunt Transport Inc. (HJBT)
JB Hunt Transport Inc. (JBHT)
JLJ Home Furnishings
Johnson Controls
Keystone Freight (NART)
Kibo
Knight Transportation Services Inc. (KNIG)
KnowBe4

Kone
Lakewood Mech.
Landstar Inway Inc. (LDWY)
Lazer Spot
Level 3
Levenmentum
Lexington Hotel
Liasion
Lift 361 (Lens Group)
Linc Global
Local Job Network
Lockton
Logic Information Systems
Logicsource
Logmein USA Inc
Lone Star
Lone Star Staffing
Longevity
Lord Daniel
LPMS (LP Software)
LXR
Lyneer Staffing
M3 Mechanical
Mad Mobile
Mail Finance
Mainetti
Mandiant
MarketLive (Kibo)
Marriott
MasterCard
MecuryGate
Merchant Academy
Message Technologies Inc
Metro Building Sv.
MH Media
Mike Albert
Millworks
Mobile Mini
Modis, Inc.
Mood Media
Moore's
Musca Properties
NASDAQ
Nasdaq Corporate Solutions
National Recoveries
National Retail Systems (NRS)

Nationwide
Navex
New England Motor Freight Inc. (NEMF)
NFIL
Nina Campbell
NPD Group
NSA Media Group
NuTech National
Oak Harbor Freight Lines (OAKH)
OC Tanner
Oracle
Pak-Rite Rentals, Inc.
Palmer, Riefler
Paramount Staffing LLC
Parker Avery
PDQ
PDQ Staffing
PDQ Temporaries
Peak-Ryzex
Pepsi
Performance Team Freight Systems Inc
PKF O'Connor Davies
Pomeroy/Zebra
Pridestaff
Prologis - ATL
Prologis - DAL
PureRed
Quad Graphics
Quadrant
Rackspace US Inc
Radial
Radial (GSI)
Randstad - ATL
Randstad - ONT
Randstad Tech
Raymond
Regal
Regency Lighting
Republic, Compactor Rental Systems
Road Scholar Transport (RSCA)
Saba
SAIA
Salesforce
Scents of Worth
Schindler Elevator
Schneider National Carriers Inc. (SCNN)

Schwab ESPP
SDFA
Secure Ideas
Seldat
Select Staffing
Service Tech
Sheralven
Siegel, Martin (Renascorp)
Simpson AC
Sitrick
SLSN
Solodev
Solutran
Southeastern Freight Lines, Inc. (SEFL)
Spaeth Inc.
Speedeon Data LLC
Stacktitan
Staffing Network
Staffmark
Star (First Data)
Sterling
Store Value Solutions (SVS)
Subject Matters Staffers dba Al La Carte
Swift Transportation Services (SWFT)
Synchony
Sysrepublic
Thigpen
Thrive Commerce
Thyssenkrupp
Total Mechanical
Toyota
Transcarriers Inc. (TCAR)
Transource (Formerly Clarke American)
TransUnion
Trident
Trintech
True Fit
Tyco
Union Service
Unique Design
UPS
US Security & Associates
US Xpress Inc. (USXI)
Vantiv (Worldpay)
Verizon
Viavid

Vogel
Walden Security Services
Waste Management
Wells Fargo
Wellsfargo - ATL
Wellsfargo - DAL
Wellsfargo - ONT
Werner Enterprises Inc. (WENP)
Willis Towers Watson
Workiva
Worthy Cause Communications
Xerox
Xerox Financial Services
Yelp
Yext
Yoga Tech Leodeng Group
Yotpo
YRC Freight
Zavanta
Zebra

7. LITIGATION PARTIES

Almont Ambulatory Surgery Center
Fukuchi, Rochelle
Hurd, Cheryl
Lombardo, Karyl
Mendoza, Bryan
Pennell, John
Soto, Marie
Vinocur, Larence
Klauber Brothers, Inc.
Weinstein, Jacqualen
Scordo, Patricia
Scordo, Frank
Derita, Barbara
Ande Kyles & Diane Taylor, et al.
S W Textile Inc.
City of Overland Park
Katon, Susie
Bold, Brian
Barrios, Tomasa
Garza-Castaneda, Sylvia
Stickler, Sherrill Lee
Fiona Calloway as representative for the Estate of Averil Thomson
Kurtzman, Delores
Aspen Square, Inc.

Dew, Bobbie
Mackey, Shari
Elaine Cerrone
Lubonovic, Nicholas
Torres, Yolanda
Salmanova, Mariya
Barrios, Tomasa
Cerrone, Elaine
Blanchard, Mary
Menczer, Mark L.
Montgomery, Lecelle T.
Gray, Diana
Trenholm Plaza (E&A), LLC
Quantum Concept, Inc.

8. UTILITIES

Abcwua
Acc Water Business
Alabama Power Co
Albemarle County Serv Auth
Ameren Missouri
American Electric Power
Aps
Aqua Indiana
Aqua Pennsylvania
Arlington Utilities
Atmos Energy
Auburn Water Works Board
Aurora Water
Beaches Energy Services
Beaufort Jasper
Black Hills Energy
Bonita Springs Utilities Inc
Brightridge
Brixmor Holdings 1 Spe Llc
California Water Service Co
Centerpoint Energy
Champion Energy
Charleston Water System
Charter Twp Of West Bloomfield
Chattanooga Gas
Chesterfield County
Citizens Energy Group
Citizens Westfield
City Of Altamonte Springs
City Of Amarillo

City Of Anaheim
City Of Asheville
City Of Austin
City Of Beaumont
City Of Biloxi
City Of Boynton Beach
City Of Brentwood
City Of Brookfield Utilities
City Of Casselberry
City Of Charlottesville
City Of Chattanooga
City Of Clearwater
City Of Clovis
City Of Columbia
City Of Cooper City
City Of Corpus Christi
City Of Dallas
City Of Delray Beach
City Of Edmond
City Of Florence
City Of Flowood
City Of Folsom
City Of Fort Worth Water Dept
City Of Fresno
City Of Frisco
City Of Fullerton
City Of Glendale
City Of Greensboro
City Of Greenville
City Of Hattiesburg
City Of Henderson
City Of Hendersonville
City Of Hickory
City Of High Point
City Of Houston
City Of Huntington Beach
City Of Jackson
City Of Keller
City Of Madison Water Dept
City Of Mandeville
City Of Mckinney
City Of Melbourne Utilities
City Of Midland
City Of Monroe
City Of Myrtle Beach
City Of Noblesville Utilities

City Of Oklahoma City
City Of Phoenix
City Of Plano
City Of Plantation
City Of Portage
City Of Raleigh
City Of Richmond
City Of Riverside Public Util
City Of Rochester Hills Wt&Swr
City Of Rockwall
City Of Savannah
City Of Scottsdale
City Of Shreveport
City Of St Charles
City Of St Petersburg
City Of Surprise
City Of Tallahassee
City Of Tampa Utilities
City Of Tempe
City Of Terre Haute Sewer
City Of Thornton
City Of Toledo Dept Publ Util
City Of Tucson
City Of Tulsa Utilities
City Of Tuscaloosa Water Sewer
City Of Tyler
City Of Virginia Beach
City Of Webster
City Of Wheaton
City Of Wichita
City Of Winston Salem
City Utilities
Cleco Power Llc
Coachella Valley Water Dist
Cobb Emc
College Station Utilities
Collier County Utilities
Colorado Springs Utilities
Columbia Gas Of Ohio
Columbia Gas Of Virginia
Columbus City Treasurer
Columbus Water Works
Comed
Conservice
Constellation Newenergy Gas Dv
Consumers Energy

Contra Costa Water District
Coserv
County Of Henrico
Coweta Fayette Emc
Cpl Retail Energy
Cps Energy
Cucamonga Valley Wtr District
Cumberland Emc
Dayton Power & Light Co
Delmarva Power
Destin Water Users Inc
Direct Energy Business
Dominion Energy
Dominion Energy Ohio
Dominion Energy Virginia
Dte Energy
Duke Energy
Duke Energy Payment Processing
Dupage County Public Works
Duquesne Light Co
East Caln Township-Sewer Acct
El Paso Electric
El Paso Water Utilities
Emerald Coast Utilities Auth
Energy United
Entergy
Entergy Texas Inc
Epb
Epcor
Evansville In Waterworks Dept
Evergy
Fayetteville Pblc Wrks Commssn
First Utility Dist Of Knox Co
Fort Bend Co Wcid #2
Fpl
Gas South
Georgia Natural Gas
Georgia Power
Georgia Power Co
Golden State Water Co
Grand Strand Water & Sewer Aut
Greenville Utilities Commissn
Greenville Water
Greenwood Sanitation
Gulf Power
Gulf Power Co

Hendersonville Utility Dist
Hillsborough Co Bocc
Hrsd
Huntsville Utilities
Imperial Irrigation District
Indian River County Utilities
Indiana American Water
Indianapolis Power & Light Co
Irvine Ranch Water District
Jackson Energy Authority
Jcp&L
Jea
Jefferson Co Birmingham Water
Jefferson Parish Dept Of Water
Jersey Central Pwr & Lgt
Johnson City Utility System
Kansas Gas Service
Kcp&L
Kentucky American Water
Ku
Kub
Lake County Dept Public Works
Lakeland Electric
Lee County Utilities
Lenoir City Utilities Board
Lexington Fayette Urban Co Gov
Lge
Liberty Utilities Georgia
Los Angeles Dept Of Wtr & Pwr
Louisville Water Co
Lubbock Power & Light
Lus
Mcallen Public Utility
Mccandless Twp Sanitary Auth
Memphis Light Gas & Water Div
Metro Water Services
Miami Dade Water Sewer Dept
Middle Tennessee Emc
Mississippi Power Co
Missouri American Water
Mobile Area Water & Swr System
Montgomery County
Montgomery Water Wrks Sewer Bd
Moulton Niguel Water
Mount Pleasant Waterworks
Murfreesboro Electric Dept

Murfreesboro Wtr Resources Dpt
Nashville Electric Service
National Fuel
National Grid
New Jersey American Water
New Mexico Gas Co
New York State Elec & Gas Corp
Newport News Waterworks
Nicor Gas
Nipsco
Nj Natural Gas Co
North Little Rock Electric
Northern Virginia Elec Coop
Norwood Public Service
Nv Energy
Oge
Ohio Edison
Okaloosa Gas District
Oklahoma Natural Gas
Ontario Municipal Utilities Co
Orange Water & Sewer Authority
Orlando Utilities Commission
Pacific Gas & Electric Co
Palm Beach Water Utility
Palmetto Electric Coop Inc
Pearl River Valley Epa
Peco Energy
Peco Payment Processing
Peoples
Pg&E
Piedmont Natural Gas
Pinellas County Utilities
Pineville Elec & Commun System
Placer Co Water Agency
Pnm
Pp&L Inc
Ppl Electric Utilities
Pse&G Co
Psegli
Psnc Energy
Pwcsa
Rcwd
Rg&E
Rocky Mountain Power
Rogers Water Utilities
San Antonio Water System

San Diego Gas & Electric
Santee Cooper
Sarasota County Public Utiliti
Scana Energy
Sce&G
Scv Water Valencia Division
Smud
South Carolina Electric & Gas
South Placer Munic Util Dist
Southeast Gas
Southern California Edison
Southwest Gas Corp
Southwest Wtr Co Birminghm Wtr
Southwestern Electric Power
Spartanburg Water System
Spire
Srp
St Lucie West Services Dist
Suez Water Delaware
Suffolk County Water Authority
Tampa Electric
Teco
Teco Peoples Gas
Tennessee American Water
Texas Gas Service
The City Of Daytona Beach
The Gas Co
The Illuminating Co
Toledo Edison
Town Of Cary
Town Of Collierville
Town Of Flower Mound
Town Of Lady Lake
Town Of Leesburg Virginia
Town Of Lexington
Town Of Southern Pines
Truckee Meadows Water Auth
Tucson Electric Power Co
Ugi South
Ugi Utilities Inc
Utility Billing Services
V247 Power Corporation
Vectren Energy Delivery
Village Of Algonquin
Village Of Willowbrook
Virginia Natural Gas

Virginia Natural Gas Inc
Walton Emc
Washington Gas
We Energies
West Bloomfield Twp Water
West View Water Authority
Western Municipal Water Dist
Western Virginia Wtr Auth
Xcel Energy
Yes Energy Management

9. BANKS

BankDirect Capital Finance
Gordon Brothers Finance Company
Harvest Small Business Finance LLC
SunTrust Bank
Wells Fargo Bank

10. INSURERS / BENEFIT PROVIDERS

Zurich
Liberty
Travelers
CNA
Cincinnati
Chubb
Old Republic
Lloyd’s (Euclid)
Axis
Sompo
StarStone
HCC
Everest
Lloyd’s (RSG)
Lloyd’s (Barbican)

11. GOVERNMENT ENTITIES

Washington State Department of Revenue
Texas Comptroller
Colorado Department of Revenue
Illinois Department of Revenue
Ohio Department of Taxation
Missouri Department of Revenue
State of Nevada - Sales/Use
State of Delaware
Alabama Department of Revenue
Florida Department of Revenue

Georgia Department of Revenue
Kentucky State Treasurer
New York State Sales Tax
North Carolina Department of Revenue
Oklahoma Tax Commission
Pennsylvania Department of Revenue
Department of Finance/Admin.
Kansas Department of Revenue
City of Birmingham, AL
City of Auburn, AL
City of Huntsville, AL
Jefferson County Department of Revenue
Madison County Sales Tax Dept
City of Mobile, AL
Mobile County
City of Montgomery, AL
Montgomery County Commission
Shelby County Commission
City of Tuscaloosa, AL
Tuscaloosa County Special Tax Board
Arizona Department of Revenue
California State Board of Equalization
City of Aurora, CO
City of Centennial, CO
City and County of Denver, CO
City of Colorado Springs, CO
City of Thornton, CO
CT Commissioner of Revenue Svcs.
Indiana Department of Revenue
Iowa Department of Revenue and Finance
Louisiana Department of Revenue
Parish & City Treasurer of East Baton Rouge, LA
Washington Parish Sheriff's Office
Jefferson Parish Sheriff's Office
Caddo Shreveport Sales Tax Commission
Lafayette Parish School Board
St. Tammany Parish
City of Monroe, LA
Comptroller of Maryland - SUT
Commonwealth of Massachusetts
Michigan Department of Treasury
Minnesota Department of Revenue
Mississippi Department of Revenue
Nebraska Department of Revenue
State of New Jersey
New Mexico Taxation and Revenue Department

SC Department of Revenue
South Dakota Department of Revenue
Tennessee Department of Revenue
Utah State Tax Commission
Virginia Department of Taxation
West Virginia State Tax Department
Wisconsin Department of Revenue
James City County Treasurer
Fresno County Tax Collector
Guilford County Tax Department
Pitt County Tax Collector
Sacramento County
County of Orange
Los Angeles County Tax Collector
Dept. #77602, City of Ann Arbor
Placer County Tax Collector
Treasurer, City of Memphis
Moore County Tax Department
SCC DTAC
Riverside County Treasurer-Tax Collector
SBC Tax Collector
Alabama Department of Revenue
Arkansas Secretary of State
California Secretary of State
California State Board of Equalization
Colorado Secretary of State
Florida Secretary of State
Illinois Secretary of State
Kansas Department of Revenue
Kentucky Department of Revenue
Louisiana Secretary of State
Missouri Dept. of Revenue
Missouri Secretary of State
Nevada State Capitol Building
New Jersey Division of Taxation
New Mexico Secretary of State
New Mexico Taxation And Revenue Dept.
New York State Dept. of Taxation And Finance
North Carolina Dept. of The Secretary of State
Oklahoma County Assessor
Oklahoma County Treasurer
Oklahoma Secretary of State
Pennsylvania Dept. of Revenue
Pennsylvania Dept. of State
South Carolina Dept. of Revenue
State of Delaware Division of Revenue

State of Nevada
Tennessee Secretary of State
Texas Comptroller of Public Accounts

Schedule 2

CTG Listing of Parties-in-Interest Noted for Court Disclosure

Relationships in Matters Related to These Proceedings

None

Relationships in Unrelated Matters

CTG has, over the years, worked on various cases/engagements alongside the following professionals in varying capacity, but unrelated to their relationship with the Debtor:

A&G Realty Partners, LLC
DLA Piper
Deloitte
Ernst & Young
Gordon Brothers Retail Partners, LLC
Grant Thornton LLP
Great American Group LLC
Hilco Merchant Resources, LLC
Holland & Knight
KPMG
PJ Solomon LP
PKF O'Connor Davies
SB360 Capital Partners, LLC
Smith Gambrell
Stretto
Tiger Capital Group, LLC

CTG has been retained in the past & presently, by Otterbourg PC, the law firm representing one of the secured creditors, Wells Fargo Bank, in this case. None of the past or current matters are related to this case.

CTG has been retained in the past & presently, by Morgan, Lewis & Bockius, the law firm representing one of the secured creditors, Gordon Brothers Finance Company, in this case. None of the past or current matters are related to this case.

CTG, has worked directly for Wells Fargo Trade Capital Services, on past matters, unrelated to this case.

CTG, has worked directly for Rosenthal & Rosenthal Inc, on past matters, unrelated to this case.

CTG, has worked directly for White Oak Commercial Finance

CTG, has worked directly for CIT Commercial Services, on past matters, unrelated to this case.

CTG has, over the years, worked with various Borrowers of Gordon Brothers Finance Company. None of which are involved in this case.

CTG has, over the years, worked with various Borrowers of Wells Fargo Bank. None of which are involved in this case.

CTG, is currently, engaged by the following creditors to provide professional services unrelated to their relationship with the Debtor:

John Varvatos Enterprises
Envogue International LLC

CTG was previously engaged by the following creditors to provide professional services unrelated to their relationship with the Debtor:

Adrianna Papell LLC
Alex Apparel Group Inv
Amerex
Bernard Chaus, Inc.
Caribbean Joe Swimwear
CD II Fashions LLC
Central Mills, Inc. DBA Freeze
Crew Knitwear LLC
Golden Touch Imports Inc
Groupe J.S. International
Jump Design Group, Inc.
Knights Apparel LLC
KP Apparel Group Inc
Madaluxe Eyewear, LLC
Mamiye Brothers, Inc
Mamiye Group LLC
Marcraft
New York Accessory Group Inc.
Nina Footwear Corp
Topson Downs of California
Vince Camuto Handbags
Vince Camuto Jewelry
Vince Camuto LLC – PL Handbags

UNITED STATES BANKRUPTCY COURT
MIDDLE DISTRICT OF FLORIDA
JACKSONVILLE DIVISION
www.flmb.uscourts.gov

In re:	Chapter 11
STEIN MART, INC.[1]	Case No. 3:20-bk-2387
STEIN MART BUYING CORP.	Case No. 3:20-bk-2388
STEIN MART HOLDING CORP.,	Case No. 3:20-bk-2389
	Joint Administration Requested
Debtors.	

ORDER AUTHORIZING THE RETENTION AND EMPLOYMENT OF CLEAR THINKING GROUP LLC AS FINANCIAL ADVISOR EFFECTIVE AS OF THE PETITION DATE

Upon the application (the "Application")[2] of the above-captioned debtors and debtors in possession (collectively, the "Debtors") for entry of an order (this "Order") (a) authorizing the employment and retention of Clear Thinking Group LLC ("CTG") as financial advisor to the Debtors, in accordance with the terms and conditions set forth in the Engagement Letter, a copy of which is attached to the Application as **Exhibit A,** effective as to the Petition Date; and (b)

[1] The tax identification numbers of the Debtors are as follows: Stein Mart, Inc. 6198; Stein Mart Buying Corp. 1114; and Stein Mart Holding Corp. 0492. The address of the Debtors' principal offices: 1200 Riverplace Blvd., Jacksonville, FL 32207. The Debtors' claims agent maintains a website, https://cases.stretto.com/SteinMart, which provides copies of the Debtors' first day pleadings and other information related to the case.
[2] Capitalized terms used but not otherwise defined herein have the meanings given to them in the Application.

granting related relief, all as more fully set forth in the Application; and upon consideration of the First Day Declaration and the Diercks Declaration; and this Court having jurisdiction over this matter pursuant to 28 U.S.C. § 1334; and this Court having found that this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2), and that this Court may enter a final order consistent with Article III of the United States Constitution; and this Court having found that venue of this proceeding and the Application in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and this Court having found that the terms and conditions of CTG's employment, including but not limited to the Fee and Expense Structure set forth in the Engagement Letter and summarized in the Application, are reasonable as required by section 328(a) of the Bankruptcy Code; and this Court having found that CTG is a "disinterested person" as that term is defined in section 101(14) of the Bankruptcy Code; and this Court having found that the relief requested in the Application is necessary and essential for the Debtors' reorganization and such relief is in the best interests of the Debtors' estates, their creditors, and other parties in interest; and this Court having found that the Debtors' notice of the Application and opportunity for a hearing on the Application were appropriate under the circumstances and no other notice need be provided; and this Court having reviewed the Application and having heard the statements in support of the relief requested therein at a hearing before this Court (the "Hearing"); and this Court having determined that the legal and factual bases set forth in the Application and at the Hearing establish just cause for the relief granted herein; and upon all of the proceedings had before this Court; and after due deliberation and sufficient cause appearing therefor, it is hereby

ORDERED:

1. Pursuant to section 327(a) of the Bankruptcy Code, Bankruptcy Rules 2014(a) and 2016 and Bankruptcy Local Rule 2016-1, the Debtors are authorized to employ and retain CTG as

their financial advisor in these chapter 11 cases effective as of the Petition Date, in accordance with the terms and conditions set forth in the Application and Engagement Letter, except as provided by this Order.

2. The terms of the Engagement Letter, including without limitation, the Indemnification Provisions and the Fee and Expense Structure, are reasonable terms and conditions of employment and are approved in all respects, as modified by this Order.

3. CTG shall file monthly, interim and final fee requests for allowance of compensation and reimbursement of expenses pursuant to the procedures set forth in sections 330 and 331 of the Bankruptcy Code, applicable Bankruptcy Rules and the Local Rules, the U.S. Trustee Guidelines and any other such procedures as may be fixed by order of this Court. For billing purposes, CTG shall keep its time in one-tenth (1/10) hour increments in accordance with the U.S. Trustee Guidelines and the Local Rules.

4. The relief granted herein shall be binding upon any chapter 11 trustee appointed in these chapter 11 cases, or upon any chapter 7 trustee appointed in the event of a subsequent conversion of these chapter 11 cases to cases under chapter 7.

5. CTG shall use its reasonable best efforts to avoid duplication of services provided by any of the Debtors' other retained professionals in these chapter 11 cases.

6. To the extent that there is any inconsistency between this Order and the Engagement Letter, Application or the CTG Declaration, the provisions of this Order shall govern.

7. The indemnification provisions included in the Engagement Letter and its attachments are approved, subject during the pendency of these chapter 11 cases to the following:

(a) CTG shall not be entitled to indemnification, contribution or reimbursement pursuant to the Engagement Letter for services, unless such services and the indemnification, contribution or reimbursement therefore are approved by this Court.

(b) The Debtors shall have no obligation to indemnify CTG, or provide contribution or reimbursement to CTG, for any claim or expense that is either: (i) judicially determined (the determination having become final) to have arisen from CTG's gross negligence, willful misconduct, fraud, breach of fiduciary duty, if any or bad faith or self-dealing; or (ii) settled prior to a judicial determination as to CTG gross negligence, willful misconduct, breach of fiduciary duty, or bad faith or self-dealing but determined by this Court after notice and hearing to be a claim or expense for which CTG should not receive indemnity, contribution or reimbursement under the terms of the Engagement Letter, as modified by this Order; and.

(c) If, before the earlier of (i) the entry of an order confirming a chapter 11 plan in the chapter 11 cases (that order having become a final order no longer subject to appeal) and (ii) the entry of an order closing these chapter 11 cases, CTG believes that it is entitled to the payment of any amounts by the Debtors on account of the Debtors' indemnification, contribution and/or reimbursement obligations under the Engagement Letter (as modified by this Order), including without limitation, the advancement of defense costs, CTG must file an application therefor in this Court, and the Debtors may not pay any such amounts to CTG before the entry of an order by this Court approving the payment. This subparagraph (c) is intended only to specify the period of time under which this Court shall have jurisdiction over any request for fees and expenses by CTG for indemnification, contribution and/or reimbursement, and not a provision limiting the duration of the Debtors' obligation to indemnify, or make contributions or reimbursements to, CTG. All parties in interest shall retain the right to object to any demand by CTG for indemnification, contribution and/or reimbursement.

8. In the event that, during the pendency of these cases, CTG seeks reimbursement for any attorneys' fees and/or expenses, the invoices and supporting time records from such attorneys shall be included in CTG's fee applications and such invoices and time records shall be in compliance with the Bankruptcy Local Rules, and shall be subject to the U.S. Trustee Guidelines and approval of the Court under the standards of Bankruptcy Code sections 330 and 331, without regard to whether such attorney has been retained under Bankruptcy Code section 327; *provided, however,* that CTG shall not seek reimbursement from the Debtors' estates for any fees incurred in defending any of CTG's fee applications in these bankruptcy cases.

9. Notice of the Application as provided therein shall be deemed good and sufficient notice of such Application and the requirements of Bankruptcy Rule 6004(a) and the Bankruptcy Local Rules are satisfied by such notice

10. The Debtors are authorized to take all actions necessary to effectuate the relief granted in this Order in accordance with the Application.

11. This Court retains exclusive jurisdiction with respect to all matters arising from or related to the implementation, interpretation, and enforcement of this Order.

Debtors' counsel is directed to serve a copy of this order on interested parties who do not receive service by CM/ECF and file a proof of service within three days of entry of this order.