

---

**UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION**

Washington, D.C. 20549

**FORM 8-K**

**CURRENT REPORT**

**Pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934**

Date of Report (Date of earliest event reported): **May 26, 2017**

**Boot Barn Holdings, Inc.**

(Exact name of registrant as specified in its charter)

**Delaware**  
(State or other jurisdiction  
of incorporation)

**001-36711**  
(Commission  
File Number)

**90-0776290**  
(I.R.S. Employer  
Identification No.)

**15345 Barranca Parkway, Irvine, California**  
(Address of principal executive offices)

**92618**  
(Zip Code)

**(949) 453-4400**  
(Registrant's telephone number, including area code)

**Not applicable**  
(Former name or former address, if changed since last report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to section 13(a) of the Exchange Act.

---

---

## **Item 1.01 Entry into a Material Definitive Agreement**

### **Wells Fargo Amendment**

On May 26, 2017, Boot Barn Holdings, Inc. (the “Company”), and its subsidiaries entered into Amendment No. 2 to the Credit Agreement and Amendment No. 1 to the Collateral Agreement (the “Wells Amendment”), by and among the Company, Boot Barn, Inc., Sheplers Holding Corporation, Sheplers, Inc., Wells Fargo Bank, National Association, as Administrative Agent, Swingline Lender and Issuing Lender, and Wells Fargo Bank, National Association, as Sole Lead Arranger and Sole Bookrunner, and the other Lenders named therein, which amends that certain Credit Agreement (the “Wells Fargo Credit Agreement”) and that certain Collateral Agreement (the “Wells Fargo Collateral Agreement”) each dated as of June 29, 2015. The Wells Amendment increases the aggregate Revolving Credit Commitment (as defined therein) to \$135,000,000 and extends the Maturity Date (as defined therein) to the earlier of May 26, 2022 (or such later date that may be determined thereunder) or 90 days prior to the maturity date of the term loan under the Golub Credit Agreement (as defined below), which is currently scheduled to mature on June 29, 2021. In addition, the Wells Amendment makes certain immaterial changes to the provisions of the Wells Credit Agreement and Wells Collateral Agreement.

The foregoing description of the Wells Amendment does not purport to be complete and is qualified in its entirety by reference to the full text of each of the Wells Amendment, which is filed as Exhibit 10.1, the Wells Credit Agreement, which is filed as Exhibit 10.6 to the Current Report on Form 8-K filed by the Company on July 2, 2015, and Amendment No. 1 to the Wells Credit Agreement, which is filed as Exhibit 10.1 to the Current Report on Form 8-K filed by the Company on January 27, 2017, each of which is incorporated by reference herein.

### **Golub Amendment**

On May 26, 2017, the Company and its subsidiaries entered into the First Amendment to Credit Agreement and Collateral Agreement (the “Golub Amendment”), by and among the Company, Boot Barn, Inc., Golub Capital Markets LLC, as Administrative Agent, Sole Lead Arranger, Sole Bookrunner and Syndication Agent, and the other Lenders named therein, which amends that certain Credit Agreement (the “Golub Credit Agreement”) and that certain Collateral Agreement (the “Golub Collateral Agreement”) each dated as of June 29, 2015. The Golub Amendment changes the maximum Consolidated Total Net Leverage Ratio (as defined therein) applicable to the trailing twelve months (ending on the closest fiscal quarter end date to the calendar date specified) permitted thereunder to 4.75 to 1.00 as of June 30, 2017 and September 30, 2017, decreasing to 4.50 to 1.00 as of December 31, 2017 until September 30, 2018 and to 4.00 to 1.00 as of December 31, 2018 and thereafter. In addition, the Golub Amendment makes certain immaterial changes to the provisions of the Golub Credit Agreement and Golub Collateral Agreement.

The foregoing description of the Golub Amendment does not purport to be complete and is qualified in its entirety by reference to the full text of the Golub Amendment, which is filed as Exhibit 10.2 hereto, and of the Golub Credit Agreement, which is filed as Exhibit 10.1 to the Current Report on Form 8-K filed by the Company on July 2, 2015 each of which is incorporated by reference herein.

## Item 2.02 Results of Operations and Financial Condition

On June 1, 2017, Boot Barn Holdings, Inc. issued a press release announcing certain financial results for its fourth quarter and fiscal year ended April 1, 2017. The press release is attached hereto as Exhibit 99.1.

The information provided in this Item 2.02, including Exhibit 99.1, is intended to be “furnished” and shall not be deemed “filed” for purposes of Section 18 of the Securities Exchange Act of 1934, as amended (the “Exchange Act”), or otherwise subject to the liabilities of that section, nor shall it be deemed incorporated by reference into any other filing under the Securities Act of 1933, as amended, or the Exchange Act, except as expressly set forth by specific reference in such a filing.

## Item 9.01 Financial Statements and Exhibits.

### (d) Exhibits

| <u>Exhibit No.</u> | <u>Description of Exhibits</u>   |
|--------------------|--|
| Exhibit 10.1+      | Amendment No. 2 to Credit Agreement and Amendment No. 1 to Collateral Agreement, dated as of May 26, 2017, by and among Boot Barn Holdings, Inc., Boot Barn, Inc., Sheplers Holding Corporation, Sheplers, Inc., Wells Fargo Bank, National Association, as Administrative Agent, Swingline Lender and Issuing Lender, and Wells Fargo Bank, National Association, as Sole Lead Arranger and Sole Bookrunner, and the other Lenders named therein. |
| Exhibit 10.2+      | First Amendment to Credit Agreement and Collateral Agreement, dated as of May 26, 2017, Boot Barn Holdings, Inc., Boot Barn, Inc., Golub Capital Markets LLC, as Administrative Agent, Sole Lead Arranger, Sole Bookrunner and Syndication Agent, and the other Lenders named therein  |
| Exhibit 99.1       | Earnings press release dated June 1, 2017  |

+Portions of this exhibit (indicated by asterisks) have been omitted pursuant to a request for confidential treatment and the omitted portions have been filed separately with the SEC.

**SIGNATURES**

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

BOOT BARN HOLDINGS, INC.

Date: June 1, 2017

By: /s/ Gregory V. Hackman  
Name: Gregory V. Hackman  
Title: Chief Financial Officer

## Exhibit List

| <u>Exhibit No.</u> | <u>Description of Exhibits</u>   |
|--------------------|--|
| Exhibit 10.1+      | Amendment No. 2 to Credit Agreement and Amendment No. 1 to Collateral Agreement, dated as of May 26, 2017, by and among Boot Barn Holdings, Inc., Boot Barn, Inc., Sheplers Holding Corporation, Sheplers, Inc., Wells Fargo Bank, National Association, as Administrative Agent, Swingline Lender and Issuing Lender, and Wells Fargo Bank, National Association, as Sole Lead Arranger and Sole Bookrunner, and the other Lenders named therein. |
| Exhibit 10.2+      | First Amendment to Credit Agreement and Collateral Agreement, dated as of May 26, 2017, Boot Barn Holdings, Inc., Boot Barn, Inc., Golub Capital Markets LLC, as Administrative Agent, Sole Lead Arranger, Sole Bookrunner and Syndication Agent, and the other Lenders named therein  |
| Exhibit 99.1       | Earnings press release dated June 1, 2017  |

+Portions of this exhibit (indicated by asterisks) have been omitted pursuant to a request for confidential treatment and the omitted portions have been filed separately with the SEC.

AMENDMENT NO. 2 TO CREDIT AGREEMENT AND  
AMENDMENT NO. 1 TO COLLATERAL AGREEMENT

AMENDMENT NO. 2 TO CREDIT AGREEMENT AND AMENDMENT NO. 1 TO COLLATERAL AGREEMENT, dated as of May 26, 2017 (this "Amendment No. 2"), is by and among WELLS FARGO BANK, NATIONAL ASSOCIATION, a national banking association, in its capacity as administrative agent pursuant to the Credit Agreement (as hereinafter defined) acting for and on behalf of the parties thereto as lenders (in such capacity, "Administrative Agent"), the parties to the Credit Agreement as lenders (individually, each a "Lender" and collectively, "Lenders"), BOOT BARN, INC., a Delaware corporation ("Boot Barn"), SHEPLERS, INC., as Kansas corporation ("Sheplers" and together with Boot Barn, each individually, a "Borrower" and, collectively, "Borrowers"), BOOT BARN HOLDINGS, INC., a Delaware corporation ("Holdings") and SHEPLERS HOLDING CORPORATION, a Delaware corporation ("Sheplers Holding", and together with Holdings, each individually, a "Guarantor" and, collectively, "Guarantors").

WITNESSETH:

WHEREAS, Administrative Agent, Lenders, Borrowers and Guarantors have entered into financing arrangements pursuant to which Lenders (or Administrative Agent on behalf of Lenders) may make loans and advances and provide other financial accommodations to Borrowers as set forth in the Credit Agreement, dated as of June 29, 2015, by and among Administrative Agent, Lenders, Borrowers and Guarantors, as amended by Amendment No. 1 to Credit Agreement, dated as of January 25, 2017 (as the same now exists and is amended and supplemented pursuant hereto and may hereafter be further amended, modified, supplemented, extended, renewed, restated or replaced, the "Credit Agreement"), the Collateral Agreement, dated as of June 29, 2015, by and among Administrative Agent, Borrowers and Guarantors (as the same now exists and is amended and supplemented pursuant hereto and may hereafter be further amended, modified, supplemented, extended, renewed, restated or replaced, the "Collateral Agreement") and the other Loan Documents;

WHEREAS, Borrowers desire to amend certain provisions of the Credit Agreement and the Collateral Agreement as set forth herein, and Administrative Agent and Lenders are willing to agree to such amendments on the terms and subject to the conditions set forth herein; and

WHEREAS, by this Amendment No. 2, Administrative Agent, Lenders, Borrowers and Guarantors desire and intend to evidence such amendments.

NOW THEREFORE, in consideration of the foregoing and the mutual agreements and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

---

1. Definitions.

(a) Additional Definitions. The Credit Agreement and the other Loan Documents shall be deemed and are hereby amended to include, in addition and not in limitation, the following definitions:

(i) “Amendment No. 2” shall mean Amendment No. 2 to Credit Agreement, dated as of May 26, 2017, by and among Administrative Agent, Lenders, Borrowers and Guarantors, as the same now exists or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced.

(ii) “Bail-In Action” shall mean the exercise of any Write-Down and Conversion Powers by the applicable EEA Resolution Authority in respect of any liability of an EEA Financial Institution.

(iii) “Bail-In Legislation” shall mean, with respect to any EEA Member Country implementing Article 55 of Directive 2014/59/EU of the European Parliament and of the Council of the European Union, the implementing law for such EEA Member Country from time to time which is described in the EU Bail-In Legislation Schedule.

(iv) “EEA Financial Institution” shall mean (a) any credit institution or investment firm established in any EEA Member Country which is subject to the supervision of an EEA Resolution Authority, (b) any entity established in an EEA Member Country which is a parent of an institution described in clause (a) of this definition, or (c) any financial institution established in an EEA Member Country which is a subsidiary of an institution described in clauses (a) or (b) of this definition and is subject to consolidated supervision with its parent.

(v) “EEA Member Country” shall mean any of the member states of the European Union, Iceland, Liechtenstein, and Norway.

(vi) “EEA Resolution Authority” shall mean any public administrative authority or any person entrusted with public administrative authority of any EEA Member Country (including any delegatee) having responsibility for the resolution of any EEA Financial Institution.

(vii) “EU Bail-In Legislation Schedule” means the EU Bail-In Legislation Schedule published by the Loan Market Association (or any successor person), as in effect from time to time.

(viii) “Write-Down and Conversion Powers” shall mean, with respect to any EEA Resolution Authority, the write-down and conversion powers of such EEA Resolution Authority from time to time under the Bail-In Legislation for the applicable EEA Member Country, which write-down and conversion powers are described in the EU Bail-In Legislation Schedule.

(b) Amendments to Definitions.

following:

(i) The definition of “Maturity Date” set forth in the Credit Agreement is hereby deleted in its entirety and replaced with the

“ ‘ Maturity Date ’ means the earliest to occur of (a) May 26, 2022, or such later date, to the extent applicable, determined in accordance with Section 2.9, (b) the date of termination of the entire Revolving Credit Commitment by the Borrowers pursuant to Section 2.5, (c) the date of termination of the Revolving Credit Commitment pursuant to Section 10.2(a), and (d) ninety (90) days prior to the maturity date of the Term Loan Agreement.”

(ii) The definition of “Revolving Credit Commitment” set forth in the Credit Agreement is hereby amended by deleting the second to last sentence of such definition and replacing it with the following:

“The aggregate Revolving Credit Commitment of all the Revolving Credit Lenders on the date of Amendment No. 2 shall be \$135,000,000.”

(c) Interpretation. For purposes of this Amendment No. 2, all terms used herein which are not otherwise defined herein, including but not limited to, those terms used in the recitals hereto, shall have the respective meanings assigned thereto in the Credit Agreement as amended by this Amendment No. 2.

2. Schedule 1.1(b) to Credit Agreement. The existing Schedule 1.1(b) to Credit Agreement (Commitments and Commitment Percentages) is hereby deleted in its entirety and replaced with the new Schedule 1.1(b) that is attached as Exhibit A to this Amendment No. 2.

3. Exhibit F to Credit Agreement. The existing Exhibit F to Credit Agreement (Form of Officer’s Compliance Certificate) is hereby deleted in its entirety and replaced with the new Exhibit F that is attached as Exhibit B to this Amendment No. 2.

4. Procedure for Advances of Loans. Section 2.3(a) of the Credit Agreement is hereby amended by adding the following at the end thereof: “All requests for Loans may be delivered through Agent’s electronic platform or portal. All such Loan requests which are not made on-line via Agent’s electronic platform or portal shall be subject to (and unless Agent elects otherwise in the exercise of its sole discretion, such Loans shall not be made until the completion of) Agent’s authentication process (with results reasonably satisfactory to Agent) prior to the funding of any such Loan.”

5. Increase in Commitments. Section 5.13(a)(i) of the Credit Agreement is hereby amended by deleting the reference to “\$25,000,000” contained therein and replacing it with “\$15,000,000”.



6. Acknowledgement and Consent to Bail-In of EEA Financial Institutions. Section 12 of the Credit Agreement is hereby amended by adding the following new Section 12.25 at the end thereof:

“12.25 Acknowledgement and Consent to Bail-In of EEA Financial Institutions. Notwithstanding anything to the contrary in any Loan Document or in any other agreement, arrangement or understanding among any such parties, each party hereto acknowledges that any liability of any EEA Financial Institution arising under any Loan Document, to the extent such liability is unsecured, may be subject to the write-down and conversion powers of an EEA Resolution Authority and agrees and consents to, and acknowledges and agrees to be bound by:

(a) the application of any Write-Down and Conversion Powers by an EEA Resolution Authority to any such liabilities arising hereunder which may be payable to it by any party hereto that is an EEA Financial Institution; and

(b) the effects of any Bail-in Action on any such liability, including, if applicable:

(i) a reduction in full or in part or cancellation of any such liability;

(ii) a conversion of all, or a portion of, such liability into shares or other instruments of ownership in such EEA Financial Institution, its parent undertaking, or a bridge institution that may be issued to it or otherwise conferred on it, and that such shares or other instruments of ownership will be accepted by it in lieu of any rights with respect to any such liability under this Agreement or any other Loan Document; or

(iii) the variation of the terms of such liability in connection with the exercise of the write-down and conversion powers of any EEA Resolution Authority.”

7. Amendment to Collateral Agreement. Section 4.3(iv) of the Collateral Agreement is hereby deleted in its entirety and replaced with the following:

“(iv) the location of any Collateral consisting of Inventory, Equipment or Fixtures (whether now owned or hereafter acquired), other than (a) Collateral that is in transit to a location on Schedule 3.6, (b) Collateral that is disposed of in a transaction not prohibited by the Loan Documents, (c) Inventory that is temporarily located at an off-site retail event or other similar location for a period of not longer than sixty (60) days or (d) in connection with the opening of any new Store in the event that such new Store shall consist of Collateral having a value of less than \$2,500,000, provided, that, in lieu of the 15 days’ prior written notice required above, notice with respect to a change in location of any Inventory

resulting from the opening or closing of Stores shall be reported by Administrative Borrower pursuant to delivery to Administrative Agent, on the same day on which the Administrative Borrower is required to provide an Officer's Compliance Certificate pursuant to Section 8.2(a) of the Credit Agreement for the most recently ended Fiscal Quarter, of a report setting forth all of the new Stores opened and all Stores closed by Borrowers during the most recently ended Fiscal Quarter, which report shall constitute an update to Schedule 3.6."

8. Schedules to Collateral Agreement. The existing Schedules to the Collateral Agreement are hereby replaced in their entirety with the new Schedules to the Collateral Agreement that are attached as Exhibit C to this Amendment No. 2.

9. Amendment Fee. In consideration of the amendments set forth herein, Borrowers shall on the date hereof, pay to Agent, for the account of Lenders, or Agent, at its option, may charge the loan account of Borrowers maintained by Agent, an amendment fee in the amount of \$113,750, which fee is fully earned and payable as of the date hereof and shall constitute part of the Obligations.

10. Representations and Warranties. Each Borrower and each Guarantor represents and warrants with and to Administrative Agent and Lenders as follows, which representations and warranties shall survive the execution and delivery hereof:

(a) no Default or Event of Default has occurred and is continuing as of the date of this Amendment No. 2;

(b) this Amendment No. 2 and each other agreement to be executed and delivered by Borrowers and Guarantors in connection herewith (collectively, together with this Amendment No. 2, the "Amendment Documents") has been duly executed and delivered and authorized by all necessary corporate action on the part of each Borrower and each Guarantor which is a party hereto, and the agreements and obligations of each Borrower and each Guarantor contained herein and therein constitute legal, valid and binding obligations of each Borrower and each Guarantor, enforceable against each Borrower and each Guarantor in accordance with their terms, except as enforceability is limited by bankruptcy, insolvency, reorganization, moratorium or other laws relating to or affecting generally the enforcement of creditors' rights and the availability of equitable remedies;

(c) the execution, delivery and performance of each Amendment Document (i) are all within each Borrower's and each Guarantor's corporate powers, (ii) do not violate any Applicable Law relating to any Credit Party or any Subsidiary thereof where such violation could reasonably be expected to have a Material Adverse Effect, (iii) do not contravene the terms of any Borrower's or any Guarantor's certificate or articles of incorporation of formation, by laws or other organizational documentation, and (iv) do not conflict with, result in a breach of or cause a default under any Material Contract to which any Borrower or any Guarantor is a party which could reasonably be expected to have a Material Adverse Effect; and

(d) all of the representations and warranties set forth in the Credit Agreement and the other Loan Documents, each as amended hereby, are true and correct in all material respects on and as of the date hereof, as if made on the date hereof, except to the extent any such representation or warranty is made as of a specified date, in which case such representation or warranty shall have been true and correct in all material respects as of such date.

11. Conditions Precedent. The amendments contained herein shall only be effective upon the satisfaction of each of the following conditions precedent:

(a) Administrative Agent shall have received counterparts of this Amendment No. 2, duly authorized, executed and delivered by Borrowers, Guarantors and the Lenders;

(b) Administrative Agent shall have received, in form and substance satisfactory to it, an amendment to the Trademark Security Agreement, duly authorized, executed and delivered by Borrowers;

(c) Administrative Agent shall have received, in form and substance satisfactory to it, an executed copy of the amendment to the Term Loan Agreement, duly authorized, executed and delivered by Term Loan Agent, Term Loan Lenders, Borrowers and Guarantors;

(d) Administrative Agent shall have received in immediately available funds (or Administrative Agent has charged the loan account of Borrowers) the full amount of the fee referred to in Section 9 hereof; and

(e) no Default or Event of Default shall have occurred and be continuing, as of the date of this Amendment No. 2.

12. Effect of this Amendment. Except as expressly set forth herein, no other amendments, consents, changes or modifications to the Loan Documents are intended or implied, and in all other respects the Loan Documents are hereby specifically ratified, restated and confirmed by all parties hereto as of the effective date hereof and Borrower shall not be entitled to any other or further amendment by virtue of the provisions of this Amendment No. 2 or with respect to the subject matter of this Amendment No. 2. To the extent of conflict between the terms of this Amendment No. 2 and the other Loan Documents, the terms of this Amendment No. 2 shall control. The Credit Agreement and this Amendment No. 2 shall be read and construed as one agreement.

13. Governing Law. The validity, interpretation and enforcement of this Amendment No. 2 and any dispute arising out of the relationship between the parties hereto whether in contract, tort, equity or otherwise, shall be governed by the internal laws of the State of New York but excluding any principles of conflicts of law or other rule of law that would cause the application of the law of any jurisdiction other than the laws of the State of New York.

14. Binding Effect. This Amendment No. 2 shall be binding upon and inure to the benefit of each of the parties hereto and their respective successors and assigns permitted pursuant to Section 12.9 of the Credit Agreement.

15. Entire Agreement. This Amendment No. 2 represents the entire agreement and understanding concerning the subject matter hereof among the parties hereto, and supersedes all other prior agreements, understandings, negotiations and discussions, representations, warranties, commitments, proposals, offers and contracts concerning the subject matter hereof, whether oral or written.

16. Headings. The headings listed herein are for convenience only and do not constitute matters to be construed in interpreting this Amendment No. 2.

17. Counterparts. This Amendment No. 2 may be executed in any number of counterparts, each of which shall be an original, but all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of this Amendment No. 2 by telefacsimile or other electronic method of transmission (including by pdf e-mail transmission) shall have the same force and effect as delivery of an original executed counterpart of this Amendment No. 2. Any party delivering an executed counterpart of this Amendment No. 2 by telefacsimile or other electronic method of transmission (including by pdf e-mail transmission) shall also deliver an original executed counterpart of this Amendment No. 2, but the failure to do so shall not affect the validity, enforceability, and binding effect of this Amendment No. 2.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 2 to be duly executed and delivered by their authorized officers as of the day and year first above written.

WELLS FARGO BANK, NATIONAL ASSOCIATION, as Administrative Agent and a Lender

By: /s/ Peter Foley  
Name: Peter Foley  
Title: Director

JPMORGAN CHASE BANK, N.A., as a Lender

By: /s/ Annaliese Fisher  
Name: Annaliese Fisher  
Title: Authorized Officer

BORROWERS

BOOT BARN, INC.

By: /s/ Greg Hackman  
Name: Greg Hackman  
Title: Chief Financial Officer and Secretary

SHEPLERS, INC.

By: /s/ Greg Hackman  
Name: Greg Hackman  
Title: Chief Financial Officer and Secretary

GUARANTORS

BOOT BARN HOLDINGS, INC.

By: /s/ Greg Hackman  
Name: Greg Hackman  
Title: Chief Financial Officer and Secretary

SHEPLERS HOLDING CORPORATION

By: /s/ Greg Hackman  
Name: Greg Hackman  
Title: Chief Financial Officer and Secretary

Amendment No. 2 to Credit Agreement

---

Exhibit A to  
Amendment No. 2 to Credit Agreement

See attached

---

SCHEDULE 1.1(b)

COMMITMENTS AND COMMITMENT PERCENTAGES

| <u>Lender</u>                          | <u>Revolving Credit Commitment</u> | <u>Revolving Credit<br/>Commitment Percentage</u> |
|--|------------------------------------|---|
| Wells Fargo Bank, National Association | \$ 97,200,000                      | 72%   |
| JP Morgan Chase Bank, N.A.             | \$ 37,800,000                      | 28%   |
| Total                                  | \$ 135,000,000                     | 100%  |

Exhibit B to  
Amendment No. 2 to Credit Agreement

See attached

---



FORM OF OFFICER'S COMPLIANCE CERTIFICATE

Dated as of:

The undersigned, on behalf of Boot Barn Holdings, Inc., a Delaware corporation, ("Holdings"), hereby certifies, solely in his capacity as an authorized officer of Holdings and not in any individual capacity, to the Administrative Agent and the Lenders, each as defined in the Credit Agreement referred to below, as follows:

1. This certificate is delivered to you pursuant to Section 8.2 of the Credit Agreement dated as of June [ ], 2015 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among Holdings, Sheplers Holding Corporation, a Delaware corporation, Boot Barn, Inc., a Delaware corporation ("Boot Barn") and Sheplers, Inc., a Kansas corporation ("Sheplers" together with Boot Barn, each individually a "Borrower", and collectively, jointly and severally, as the "Borrowers"), the Lenders party thereto and Wells Fargo Bank, National Association, as Administrative Agent, Swingline Lender and Issuing Lender ("Administrative Agent"). Capitalized terms used herein and not defined herein shall have the meanings assigned thereto in the Credit Agreement.

2. I have reviewed the financial statements of Holdings and its Subsidiaries dated as of and for the period [ s ] then ended and such statements fairly present in all material respects the financial condition of Holdings and its Subsidiaries on a Consolidated basis as of the dates indicated and the results of their operations and cash flows for the period [ s ] indicated, subject to customary year-end adjustments for unaudited financial statements and the absence of footnotes from unaudited financial statements.

3. I have reviewed the terms of the Credit Agreement, and the related Loan Documents and to the best of my knowledge, no Default or an Event of Default exists as at the date of this certificate.

4. As of the date of this certificate, the Applicable Margin and calculations determining such figures are set forth on the attached Schedule 1, (1) and Holdings and its Subsidiaries are in compliance with the financial covenant contained in Section 9.13 of the Credit Agreement as shown on such Schedule 1.

5. Schedule 2 attached hereto sets forth all of the new Stores opened and all Stores closed by Borrowers during the most recently ended Fiscal Quarter.

[Signature Page Follows]

---

(1) To be in a form reasonably acceptable to the Administrative Agent.

---

IN WITNESS the following signature as of the day and year first written above.

BOOT BARN HOLDINGS, INC.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

---

Schedule 1

to

Officer's Compliance Certificate

(See attached.)

---

Schedule 2

to

Officer's Compliance Certificate

(Store Openings and Closings)

---

Exhibit C to  
Amendment No. 2 to Credit Agreement

(Schedules to Collateral Agreement)

See attached

---

SCHEDULE 3.6  
to  
Collateral Agreement

Exact Legal Name; Jurisdiction of Organization; Taxpayer Identification Number; Registered Organization Number; Mailing Address; Chief Executive Office;  
Locations of Inventory, Equipment and Fixtures; Locations of Books and Records

| <u>Exact Legal Name</u>      | <u>Jurisdiction of Organization</u> | <u>Taxpayer Identification Number, Registered Organization Number</u> | <u>Mailing Address, Chief Executive Office</u> | <u>Locations of Inventory, Equipment, Fixtures, Books, and Records</u> |
|------------------------------|-------------------------------------|---|--|--|
| Boot Barn Holdings, Inc.     | Delaware                            | 90-0776290  | 15345 Barranca Parkway, Irvine, CA 92618       | [See Attached.]  |
| Boot Barn, Inc.              | Delaware                            | [*]   | 15345 Barranca Parkway, Irvine, CA 92618       | [See Attached.]  |
| Sheplers Holding Corporation | Delaware                            | [*]   | 15345 Barranca Parkway, Irvine, CA 92618       | [See Attached.]  |
| Sheplers, Inc.               | Kansas                              | [*]   | 15345 Barranca Parkway, Irvine, CA 92618       | [See Attached.]  |

---

[\*] Certain Information on this page has been omitted and filed separately with the Commission. Confidential treatment has been requested with respect to the omitted portions.

---

**Locations of Inventory, Equipment and Fixtures; Locations of Books and Records**

(i) Boot Barn Holdings, Inc. and Boot Barn, Inc. Inventory Locations

1. 607 North Tustin, Orange, CA.

Landlord: KPM Management, LLC.  
1131 Dolphin Terrace  
Corona Del Mar, CA 92625

2. 1414 West 7th St., Upland, CA 91786.

Landlord: The Abbey Company  
12447 Lewis Street, Unit #203  
Garden Grove, CA 92840

3. 464 Redlands Blvd., San Bernardino, CA.

Landlord: Le Baron Investment  
2020 E. Orangethorpe, Suite 230  
Fullerton, CA 92831

4. 27564 Sierra Hwy, Canyon Country, CA.

Landlord: Belmont One Investment Holdings, LLC  
c/o: Mr. Sam Yi  
One Properties  
3807 Wilshire Blvd., Ste. 850  
Los Angeles, CA 90010

5. 3394 Tyler, Riverside, CA.

Landlord: Dunn Family Trust Properties  
1782 Terry Lynn Lane  
Santa Ana, CA 92705

---

6. 18420 Hawthorne Blvd., Torrance, CA.

Landlord: Apollo Holdings, LLC  
15721 S. Western Avenue, Suite 320  
Gardena, CA 90247

7. 23762-B Mercury Road, Lake Forest, CA 92630.

Landlord: Rockfield Showplace  
629 Camino De Los Mares, Suite 201  
San Clemente, CA 92673-1313

8. 659 West Arrow Hwy, San Dimas, CA.

Landlord: Kuan Jung Lin  
c/o: Tryad Properties, Inc.  
556 N. Diamond Bar Blvd., Ste.200  
Diamond Bar, CA 91765

9. 2405 & 2305 Vista Way, Oceanside, CA 92054.

Landlord: Kimco Realty Corporation  
3333 New Hyde Park Road  
New Hyde Park, NY 11042-0020  
Attn: Legal Department

With Notice: Kimco Realty Corporation  
1631-B South Melrose Drive  
Vista, CA 92083  
Attn: Legal Department

---



10. 853 Arnele Avenue, El Cajon, CA.

Landlord: Parkway West  
c/o: The Total Office  
964 Fifth Ave., Suite 214  
San Diego, CA 92101

11. 4411 Mercury Street, Ste. 100, San Diego, CA 92611.

Landlord: Balboa Village LLC  
5440 Morehouse Drive, Suite 4000  
San Diego, CA 92121

12. 27250 Madison Ave, Stes. A & B, Temecula, CA.

Landlord: BV Properties  
2020 East Orangethorpe Ave.  
Fullerton, CA 92831

13. 13785 Park Avenue, Ste. G & H, Victorville, CA 92392.

Landlord: The Hesper Family Trust  
755 Via Airosa  
Santa Barbara, CA 93110

14. 43517 13th Street West, Lancaster, CA 93535.

Landlord: Avenue K Lancaster UCM/Cadence LLC  
c/o: 1<sup>st</sup> Commercial Realty Group, Inc.  
2009 Porterfield Way, Suite P  
Upland, CA 91786

---

15. 1340 Spring St., Paso Robles, CA.

Landlord: 1340 Spring Street, PR, CA, LLC  
The P & J Meany Family Trust  
1131 Dolphin Terrace  
Corona Del Mar, CA 92625  
Attn: Kenneth J. Meany, Trustee

16. 7265 Las Vegas Blvd South, Las Vegas, NV 89119.

Landlord: Max Finklestein  
6280 Lakeview Road  
Lenoir City, TN 37772

With Notice: Max Finkelstein  
88547 Old Highway  
Tavernier, FL 33070

17. 3462 Katella, Los Alamitos, CA.

Landlord: Coastal Commercial Inv. Holdings, LLC.  
11061 Los Alamitos Blvd.  
Los Alamitos, CA 90720

18. 7020 Topanga Canyon Blvd., Canoga Park, CA 91303.

Landlord: KPM Management, LLC.  
1131 Dolphin Terrace  
Corona Del Mar, CA 92625

19. 6600 Menaul NE, Albuquerque, NM.

Landlord: Coronado Center, L.L.C.  
110 North Wacker Drive  
Chicago, IL 60606  
Attn: General Counsel

---

20. 6322 W. Sahara, Las Vegas, NV 89146.
- Landlord: West Sahara Associates  
c/o MDL Group  
3065 South Jones Blvd., Ste. 201  
Las Vegas, NV 89146
21. 4250 East Bonanza Road, Las Vegas, NV 89110.
- Landlord: SET Properties  
c/o: Priority One Commercial  
4015 S. El Captain Way, Ste. 888  
Las Vegas, NV 89147
22. 3913 Buck Owens Blvd., Bakersfield, CA 93308.
- Landlord: KPM Management, LLC  
1131 Dolphin Terrace  
Corona Del Mar, CA 92625
23. 12915 Monterey Road, San Martin, CA 95046.
- Landlord: Helen Filice  
43 Deerfield Drive  
Scotts Valley, CA 95066
24. 331 6th Street, Turlock, CA 95380.
- Landlord: Masacaja Holdings, LLC  
5213 W. Main Street  
Turlock, CA 95380  
Attn: April Dias
-

25. 101 South Broadway, Santa Maria, CA 93454.

Landlord: Steven Susko  
419 Cherry Avenue  
Los Altos, CA 94022

26. 3320 E. Stockton Hill Road #D2, Kingman, AZ.

Landlord: Kingman Gateway, LLC  
c/o Pacific Coast Management Group  
114 Pacifica, Ste 310  
Irvine, CA 92618

27. 4670 Central Way, Fairfield, CA 94534.

Landlord: B & L Properties  
4630 Westamerica Drive, Suite A  
Fairfield, CA 94534-4186

28. 7909 West Campo Bello Drive, Ste 1, Glendale, AZ 85308.

Landlord: Arrowhead Auto Center, LLC  
14465 N. 101<sup>st</sup> Street  
Scottsdale, AZ 85260

29. 1710 S. Alma School Rd., Mesa, AZ 85210.

Landlord: KPM Management, LLC  
1131 Dolphin Terrace  
Corona Del Mar, CA 92625

30. 603 Colusa Avenue, Suites A — D, Yuba City, CA 95991.

Landlord: John A. & Pauline R. Behel Revocable Trust  
264 Crume Drive  
Grants Pass, OR 97526

---

31. 4401 Granite Drive, Ste. 100, Rocklin, CA.

Landlord: Victor Guidera Family Trust  
c/o Victor Guidera  
115 Woodmere Road  
Folsom, CA 95630

32. 960 6<sup>th</sup> St., Suite 104, Norco, CA 92860.

Landlord: Liberio Realty  
1107 E. Lincoln E. Avenue, Ste. 103  
Orange, CA 92865

33. 10299 E. Stockton Blvd., Elk Grove, CA 95624-9710

Landlord: Kelly-Moore Paint Company, Inc.  
c/o Northgate Asset Management  
4719 Quail Lake Drive, Ste G  
Stockton, CA 95207  
Attn: Felicia Cabanig

34. 1799 Retherford St., Tulare, CA 93274-0806.

Landlord: KPM Management, LLC.  
1131 Dolphin Terrace  
Corona Del Mar, CA 92625

35. 3300 Broadway, Suite 308, Eureka, CA 95501.

Landlord: Bay Shore Mall Partners  
c/o Rouse Properties, Inc.  
1114 Avenue of the Americas, Ste 2800  
New York, NY 10036  
Attn: General Counsel

---

36. 1705 Highway #273, Anderson, CA 96007.
- Landlord: Northwest Asset Management, Co.  
1343 Locust Street, Suite 203  
Walnut Creek, CA 94596
37. 285 West Shaw Avenue, Clovis, CA 93612
- Landlord: Sunflower Clovis Investors, LLC  
c/o Matteson Realty Services, Inc.  
1825 S. Grand Street, Ste. #700  
San Mateo, CA 94402
38. 2225 Plaza Parkway, Modesto, CA 95350.
- Landlord: Central Valley Associates, LP  
2222 E. Seventeenth Street  
Santa Ana, CA 92705
39. 1445 Santa Rosa Avenue, Suites A1-A4, Santa Rosa, CA 95405.
- Landlord: Rex Strickland, Santa Rosa Center, LLC  
c/o: Keegan and Coppin Co., Inc.  
Property Management  
1355 N. Dutton Avenue, Suite 100  
Santa Rosa, CA 95401-7107
40. 1475 N. Davis Road, Salinas, CA 93907
- Landlord: SIBS, a Limited Partnership  
6 Rossi Circle  
Salinas, CA 93907
41. 3345 Kietzke Lane, Reno, NV 89502.
- Landlord: Elizabeth Younger  
453 Sierra Leaf Circle  
Reno, NV 89511
-

42. 2539 Esplanade Rd., Chico, CA 95973-1163
- Landlord: The Ernest and Marie Fortino Trust  
4500 Campisi Court  
Gilroy, CA 95020
43. 2776 South 16th Avenue, Tucson, AZ.
- Landlord: Gee Garden Properties, LLC.  
125 South Calle Chaparita  
Tucson, AZ 85716
44. 3719 North Oracle Road, Tucson, AZ.
- Landlord: WWT Ltd. Co.  
P.O. Box 93656  
Albuquerque, NM 87199-3656
45. 6701 East Broadway, Tucson, AZ 85710.
- Landlord: Alpine Chalet Apartments, LLC  
6501 E. Miramar Drive  
Tucson, AZ 85715
46. 284 West Mariposa, Nogales, AZ 85621.
- Landlord: Mariposa Shopping Center Investments, LP  
6007 E. Grant Rd.  
Tucson, AZ 85712
47. 242 West 32nd Street, Yuma, AZ 85364.
- Landlord: Albertson's, LLC  
250 Parkcenter Boulevard  
Boise, ID 83726  
Attn: Legal Department
-

48. 7321 Pav Way, Prescott Valley, AZ 86314.

Landlord: Four Seasons Investment Company, L.L.C.  
3001 Main Street, Suite #2B  
Prescott Valley, AZ 86314

49. 700 S. Telshor, Space 1208, Las Cruces, NM 88001.

Landlord: Mesilla Valley Mall, LLC  
P.O. Box 933873  
Atlanta, GA 31193-3873

50. 2700 South Woodlands Village Boulevard, Suite 500, Flagstaff, AZ 86001.

Landlord: Woodland Village Shopping Center, LLC  
c/o CCA Acquisition Co., LLC  
5670 Wilshire Blvd., Ste. 1250  
Los Angeles, CA 90036

51. 1955 S. Casino Dr., Laughlin, NV 89029.

Landlord: Priceless Outlets of Las Vegas at Laughlin, LLC  
9103 Alta Drive, Ste. 204  
Las Vegas, NV 89145

52. 4481 South White Mountain Road, Show Low, AZ 85901.

Landlord: Twice Markets, L.L.C.  
c/o: Zell Commercial Real Estate Services, Inc.  
5343 N. 16<sup>th</sup> Street, Suite #290  
Phoenix, AZ 85016

---



53. 804 North US Highway 491, Gallup, NM.

Landlord: Gallup H&K, LLC, Gallup Shaaya, LLC, Gallup Capital, LLC  
120 El Camino Drive, Ste 206  
Beverly Hills, CA 90212

With Notice: K. Joseph Shabani  
Shabani & Shabani, LLP  
1801 Avenue of the Stars, Ste. 1035  
Los Angeles, CA 90067

54. 4250 Cerrillos Road, Santa Fe, NM 87507.

Landlord: Santa Fe Place Property Owners, LLC  
c/o Spinoso Real Estate Group  
112 Northern Concourse  
North Syracuse, NY 13212  
Attn: Legal Department

With a copy to: Landlord  
Santa Fe Place Property Owners, LLC  
c/o Santa Fe Place  
4250 Cerrillos Road  
Santa Fe, NM 87592  
Attn: General Manager

55. 4601 E. Main, Farmington, NM 87402

Landlord: Animas Valley Mall, LLC  
c/o Rouse Properties, Inc.  
1114 Avenue of the Americas, Ste. 2800  
New York, NY 10036

56. 6210 San Mateo Blvd., NE, Albuquerque, NM 87109

Landlord: S.M.P. Ltd. Co.  
P.O. Box 93656  
Albuquerque, NM 87199-3656

---

57. 1518 Capital Ave., Cheyenne, WY.

Landlord: Intrawest Properties, Inc.  
c/o Robert C. Whittington  
219 Carter View Drive  
Cody, WY 82414

58. 4519 Frontier Mall Dr., Cheyenne, WY.

Landlord: Corral Enterprises Partnership  
c/o Robert C. Whittington  
219 Carter View Drive  
Cody, WY 82414

59. 1625 Stampede Dr., Cody, WY.

Landlord: Cody Building Partnership  
c/o Robert C. Whittington  
219 Carter View Drive  
Cody, WY 82414

60. 1683 Sunset Dr., Rock Springs, WY.

Landlord: Rock Springs Building Partnership  
c/o Robert C. Whittington  
219 Carter View Drive  
Cody, WY 82414

---

61. 150 North Main, Sheridan, WY.
- Landlord: Madeline F. and Christopher Pope  
1508 South Wilson Avenue  
Bozeman, MT 59715
62. 3510 E. 2<sup>nd</sup> Street, Casper, WY.
- Landlord: Eastside properties, LLC  
P.O. Box 50730  
Casper, WY 82605-0730
63. 2610 S. Douglas Hwy, Suite 100, Gillette, WY.
- Landlord: TKG Powder Basin, LLC  
c/o TKG Management  
211 N. Stadium Blvd. Ste 201  
Columbia, MO 95203
64. 727 N. Federal, Riverton, WY.
- Landlord: John D. Prideaux  
P.O Box 20399  
Wickenburg, AZ 85358
65. 1850 Harrison Blvd., Evanston, WY.
- Landlord: David J. Moon  
P.O. Box 841  
Evanston, WY 82931
-

66. 840 West Broadway, Jackson, WY.
- Landlord: P&R Investments, Inc.  
c/o: A. Rodgers Everett  
P.O. Box 1083  
Jackson, WY 83001
67. 1920 E. Idaho, Elko, NV.
- Landlord: Ed Murphy or Gerry Ross  
Plaza Forty, LLC  
P.O. Box 2178  
Newport Beach, CA 92659
68. 1460 W. Winnemucca Blvd., Winnemucca, NV 89445.
- Landlord: Valley View Lafayette, LLC  
c/o The Carrington Company  
P.O. Box 1328  
Eureka, CA 95502
69. 327 South 24th Street West, Ste #1, Billings, MT 59102.
- Landlord: Gilman-Kaufman Partnership  
4415 Lewis Avenue  
Billings, MT 59106
70. 830 S. Camino Del Rio, Durango, CO 81310
- Landlord: Out Landish, LLC  
c/o: Rathbun Properties  
318 Diablo Road, Suite #240  
Danville, CA 94526
71. 5720 North Academy Boulevard, Colorado Springs, CO 80918
- Landlord: Kinetic Erindale Center, LL C  
c/o Hannay Realty Advisors — CO LP  
1700 Broadway, Ste. 40  
Denver, CO 80290
-

72. 2424 Highway 6 & 50, Grand Junction, CO 81505

Landlord: SM Mesa Mall, LLC  
Management Office  
2424 Highway 6 and 50  
Grand Junction, CO 81505

73. 10910 Olson Drive, Suite #140, Rancho Cordova, CA 95670

Landlord: Gardenview Estates Venture, L.P.  
c/o: Focus Commercial, Inc.  
3105 Fite Circle #106  
Sacramento, CA 95827

74. 15345 Barranca Parkway, Irvine, CA 92618 (Store Support Center)

Landlord: The Irvine Company LLC  
550 Newport Center Drive  
Newport Beach, CA 92660

75. 4414 South College Avenue, Fort Collins, CO 80525

Landlord: Generation H One and Two Limited Partnership  
Post Office Box 272546  
Fort Collins, CO 80527

---

76. 2221 NE 3rd Street, Bend, OR

Landlord: 2221 LLC  
c/o Mont West  
16002 Hwy 129  
Asotin, WA 99402

77. 3429 Dillion Drive, Pueblo, CO 81008

Landlord: Renaissance Partners, LLC  
900 North Michigan Avenue  
14th Floor  
Chicago, Illinois 60611

With Notice: c/o : Jones Lang LaSalle Americas, Inc.  
200 E. Randolph  
Chicago, IL 60601  
Attn : Real Estate Notices (CSA)

78. 840 Biddle Road, Medford, OR 97504

Landlord: Bear Creek Ventures LLC  
c/o: Joleene Larson  
8220 W. Gage Blvd., Ste 167  
Kennewick, WA 99336

79. 1108 NW Frontage Road, Troutdale, OR 97060

Landlord: The Melton Family Trust  
Jerrold and Patricia Melton, Trustees  
21600 NE 192<sup>nd</sup> Avenue  
Battle Ground, WA 98604

80. 5352 South Freeway Park Drive, Riverdale, UT 84405

Landlord: CC Freeway Park, LC  
c/o The Boyer Company, LC  
101 South 200 East, Ste. 200  
Salt Lake City, UT 84111

---

81. 1175 Addison Avenue East, Twin Falls, Idaho 83301
- Landlord: Blue Lakes Marketplace 5 Points, LLC  
c/o Bonneville Realty Management  
8522 South 1300 East, Ste. D203  
Sandy, Utah, 84094  
Attn: Jared V. Smart
82. 8525 W. Franklin Road, Boise, ID 83709
- Landlord: Franklin Towne Plaza, LLC  
855 W. Broad Street, Ste. 300  
Boise, ID 83702  
Attn: Legal Department
83. 1008 Cumberland Center Blvd., Lebanon, TN 37087
- Landlord: J.D. Eatherly  
1720 West End Avenue, Ste 600  
Nashville, TN 37203
84. 1681 3<sup>rd</sup> Avenue West Unit 9, Dickinson, ND 58601
- Landlord: GPCME LLC  
c/o Great Plains Clinic Medical Enterprises, LLC  
1681 3<sup>rd</sup> Avenue West  
Dickinson, ND 58601  
Attn: Mark Grove
85. 1183 Eglin Street, Rapid City, SD 57701
- Landlord: CPP Rushmore II, LLC  
c/o Columbus Pacific Properties, Ltd.  
429 Santa Monica Blvd., Ste 600  
Santa Monica, CA 90401
- With Notice: Midland Atlantic Development Company  
8044 Montgomery Road, Ste 710  
Cincinnati, OH 45236  
Attn: Property Administration
86. 51027 Hwy 6, Ste 200, Glenwood Springs, CO
- Landlord: Wood King LLLP  
51027 Hwy 6 & 24, Ste 145  
Glenwood Springs, CO 81601
87. 2230 N.W. 10 Street, Ocala, FL 34475
- Landlord: Free as a Bird, LLC  
2166 NW 10<sup>th</sup> Street  
Ocala, FL 34475  
Attn: Carmen Murvin
88. 240 Long Hollow Pike, Goodlettsville, TN
- Landlord: J.D. Eatherly  
1720 West End Avenue, Ste 600  
Nashville, TN 37203
-

89. Mall of America, 386 N. Garden, Ste. #N386, Bloomington, MN
- Landlord: MOAC MALL HOLDINGS, LLC  
60 East Broadway,  
Bloomington, MN 55425
90. 3443 SW Williston Road, Gainesville, FL 32608
- Landlord: Carmen G. Murvin  
2166 NW 10<sup>th</sup> Street  
Ocala, FL 34475
91. Gurnee Mills Mall, 6170 West Grand Avenue, Gurnee, IL 60031
- Landlord: Mall at Gurnee Mills, LLC  
c/o Simon Property Group, Inc.  
225 West Washington Street  
Indianapolis, IN 46204
92. Kirkwood Mall, 635 Kirkwood Mall, Bismarck, ND 58504
- Landlord: Kirkwood Mall Acquisition, LLC  
NW 6227, PO Box 1450  
Minneapolis, MN 55485
93. North Park Mall, 320 West Kimberly Rd, Ste. 206, Davenport, IA
- Landlord: North Park Mall, LLC  
401 Wilshire Blvd, Ste 700  
Santa Monica, CA 90401  
Attn: Legal Department
94. Valley West Mall, 1551 Valley West Dr. #187, Des Moines, IA
- Landlord: Valley West, DM, LP  
c/o Watson Center, Inc.  
3100 West Lake Street, Ste 215  
Minneapolis, MN 55416
95. 249 Blanding Blvd., Orange Park, FL 32073
- Landlord: Larsen Properties, LLC  
2166 NW 10<sup>th</sup> Street  
Ocala, FL 34475  
Attn: Carmen G. Murvin
96. West Acres Mall, 3902 13<sup>th</sup> Avenue SW, #301D, Fargo, ND
- Landlord: West Acres Development, LLP.  
3902 13<sup>th</sup> Avenue S, Ste 3717  
Fargo, ND 58103
97. 3120 North Oak Street Extension, Valdosta, GA 31605
- Landlord: Boot Hill Western Wear, Inc.  
c/o Windy Hill, Inc.  
8170 Highway 122 West  
Hahira, GA 31632
-



98. Columbia Mall, 2800 S. Columbia Rd ., Grand Forks, ND

Landlord: Columbia Grand Forks, LLP  
c/o GK Development, Inc.  
257 Main Street, Ste. 100  
Barrington, IL 60010

99. Crossroad Center, 4201 Division St. W., St. Cloud, MN

Landlord: St. Cloud, LLC  
General Growth Properties, Inc  
110 Wacker Drive  
Chicago, IL 60606  
Attn: Legal Department

100. Southern Hills Mall, 4400 Sergeant Rd.,#116, Sioux City, IA

Landlord: SM Southern Hills Mall, LLC  
Hubbell Property Management, LLC  
c/o CBRE Inc.  
8080 Park Lane, Ste 800  
Dallas, TX 75231

101. 1208 20<sup>th</sup> Avenue SW, Ste 10, Minot, ND 58701

Landlord: Dakota UPREIT  
3003 32<sup>nd</sup> Avenue. S, Ste 250  
Fargo, ND 58103

With Notice: SMC Property Management  
1408 20<sup>th</sup> Avenue SW., Ste 10  
Minot, ND 58701

102. 4067 Commonwealth Avenue, Eau Claire, WI 54701

Landlord: Health Eau Claire, LLC  
3112 Golf Road  
Eau Claire, WI 54701  
Attn: Jon J. Munger

103. Eastland Mall, 800 N. Green River Road, #452, Evansville, IN

Landlord: SM Eastland Mall, LLC  
c/o The Macerich Company  
401 Wilshire Blvd., Ste. 700  
Santa Monica, CA 90401

104. 8105 Moores Lane, Ste 205, Brentwood, TN 37027

Landlord: Gateway Kentfield, Inc.  
c/o Boyle Investment Company  
7100 Executive Center Drive, Ste 150  
Brentwood, TN 37027  
Attn: Logan Hughes

With a copy to: Gateway Kentfield, Inc.  
c/o Boyle Investment Company  
150 Fourth Avenue North, Ste. 110  
Nashville, TN 37219  
Attn: Teresa Broander

---

105. 3134 North 11<sup>th</sup> Street, Bismarck, ND 58503
- Landlord: Henry A. Albers  
3200 Winnipeg Drive  
Bismarck, ND 58503
106. 2805 W. 41<sup>st</sup> Street, Sioux Falls, SD
- Landlord: Plaza 41, LLC  
c/o Solutions Property Management, LLC  
517 West 22<sup>nd</sup> Street  
Sioux Falls, South Dakota, 57105
107. Opry Mills Mall, 405 Opry Mills Drive, Nashville, TN 37214
- Landlord: Opry Mills Mall, LP  
c/o Simon Property Group  
225 West Washington Street  
Indianapolis, IN 46204
108. 7940 Lyles Lane NW, Concord, NC 28027
- Landlord: Washington Prime Group, L.P.  
180 East Broad Street, 21<sup>st</sup> Floor  
Columbus, OH 43215
109. 2431 E. Colorado Blvd., Spearfish, SD 57783
- Landlord: Aaron Bomgaars  
Fifth Generation Investments, LLC  
1805 Zenith Drive  
Sioux City, Iowa 51103
110. 10203 Birchridge, Suite 500, Humble, Texas 77338
- Landlord: Deerbrook Point, L.P., PAL Realty, Inc.  
24080 Highway 59 North  
Suite 200  
Kingwood, TX 77339
111. 10203 Birchridge, 2nd Floor, Humble, Texas 77338
- Landlord: Deerbrook Point, L.P., PAL Realty, Inc.  
24080 Highway 59 North  
Suite 200  
Kingwood, TX 77339
112. 4600 South Medford Drive, Suite 1000, Lufkin, Texas 75901
- Landlord: CC Investors 1996-1  
P. O. Box 10324  
Pittsburgh, PA 15332  
Attn: Daniel G. Kamin
-

113. 2309 Highway 79 South, Henderson, Texas 75654
- Landlord: Henderson Plaza Realty LP  
c/o ORDA Corp.  
15400 Knoll Trail, Suite 350  
Dallas, TX 75248
114. 620 Pan American Drive Livingston, Texas 77351
- Landlord: Don C. and Annita Baskin d/b/a Baskin's Rent  
Properties  
P. O. Box 244  
Livingston, TX 77351
115. Suite #4, 3801 North Street, Nacogdoches, Texas 75961
- Landlord: Northview Plaza II Joint Venture  
c/o Gregory Commercial, Inc.  
P. O. Box 7084  
Dallas, TX 75209
116. 4530 South Broadway, Tyler, Texas 75703
- Landlord: Lasater's French Quarter Partnership  
P. O. Box 1640  
Mason, TX 76856
117. 1001 Main Street, Liberty, Texas 77575
- Landlord: PELCO Properties, Inc.  
P. O. Box 68  
Dayton, TX 77535
118. 118 Col. Etheredge, Blvd., Huntsville, Texas 77340
- Landlord: Don C. and Annita Baskin d/b/a Baskin's Rent  
Properties  
P. O. Box 244  
Livingston, TX 77351
119. 1300 Pinecrest Drive East, Marshall, Texas 75670
- Landlord: Marshall Mall Investors, L.P.  
1300 E. Pinecrest Dr., Suite 120  
Marshall, TX 75670
-

120. 327 S. Wheeler St., Jasper, Texas 75951
- Landlord: Sequin Affordable Housing, L.P.  
Attn: Todd Routh  
11701 Bee Caves Road, Ste. 122  
Austin, TX 78738
121. 725 E. Villa Maria, Suite 4700, Bryan, Texas, 77802
- Landlord: Tejas Center, Ltd.  
c/o Stalworth Corporation  
1700 George Bush Dr., East, Ste. 240  
College Station, TX 77840
122. 1908 N. Frazier St., Conroe, Texas 77301
- Landlord: CSW Conroe, LLC  
Attn: LATIPAC Commercial  
2711 W. Anderson Lane, Ste. 200  
Austin, TX 78757
123. 3445 Gulf Freeway, Dickinson, Texas 77539
- Landlord: Dixie Partners II, L.P.  
P. O. Box 270874  
Flower Mound, TX 75027
124. 2419 Gilmer Road, Longview, Texas 75604
- Landlord: Gilmer Road Associates  
P. O. Box 3449  
Longview, TX 75606
125. 28000 Southwest Fwy, Rosenberg, Texas 77471
- Landlord: Clay Group Properties  
12338 Mally Meadow Lane  
Sugarland, TX 77478  
Attn: Bobby Patel
126. 120 Hwy 332 W 3, Lake Jackson, Texas 77566
- Landlord: Brazos Square, LP  
577 Winding Madrone Trail  
Blanco, TX 78606
-

127. 3201 North Hwy 75 Suite 102, Sherman, Texas 75090
- Landlord: 75/82 Sherman Crossing, Ltd.  
c/o Quine & Associates  
301 S. Sherman Street, Ste 100  
Richardson, TX 75081
128. 4123 Gibson Road, Texarkana, Texas 75503
- Landlord: Deepwater Creek Texarkana, L.P.  
3444 Summerhill Road  
Texarkana, TX 75503
129. 1220 Airline Road, Corpus Christi, Texas 78412
- Landlord: MSW Promenade, L.P.  
c/o Eagle Equity  
5420 LBJ Freeway, Ste. 570  
Dallas, TX 75240  
Attn: Michael A, Hershmann
130. 240 N. New Road, Waco, Texas 76710
- Landlord: S&W-AL, LLC  
1001 West Loop South #600  
Houston, TX 77027-9082
131. 8154 Agora Parkway, Suite 100, Live Oak, Texas 78233
- Landlord: Rose Forum Associates, L.P.  
c/o AVR Realty Company LLC  
1 Executive Boulevard  
Yonkers, NY 10701
132. 1131 N. Burleson Blvd., Burelson, Texas 76028
- Landlord: EE Burleson, L.P.  
c/o Kimco Realty Corporation  
P. O. Box 5020  
New Hyde Park, NY 11042
133. 2990 East Prien Lake Road, Lake Charles, Louisiana 70615
- Landlord: TSN Realty, LLC  
c/o David B. Rubin  
185 Canfield Drive  
Stamford, CT 06902
-

134. 3111 Midwestern Parkway, Sikes Senter Mall, Wichita Falls, Texas 76308
- Landlord: Sikes Senter, LLC  
c/o Rouse Properties, Inc.  
1114 Avenue of the Americas, Ste. 2800  
New York, NY 10036-7703  
Attn: General Counsel
135. Space No. 6501, Alexandria Mall, 3437 Masonic Drive, Alexandria, Louisiana 71301
- Landlord: Alexandria Main Mall LLC  
c/o Radiant Partners, LLC  
145 West 45<sup>th</sup> Street, 10<sup>th</sup> floor  
New York, NY 10036  
Attn: Daniel Friedman
136. 10533 South Mall Drive, Baton Rouge, Louisiana 70809
- Landlord: Siegen Lane Properties LLC  
c/o Olshan Properties, Inc.  
5500 New Albany Road, East, Ste. 301  
New Albany, OH 43054
137. 3320 Ambassador Caffery Parkway, Lafayette, Louisiana 70502
- Landlord: Ambassador Way Associates, LP  
c/o Fidelis Realty Partners, Ltd.  
4500 Bissonet, Ste. 300  
Bellaire, TX 77401
138. 9795 FM 1960, Humble, Texas 77338
- Landlord: Randall's Food and Drugs, LP  
3663 Briarpark  
Houston, TX 77042
- With a copy to: Albertson Companies/PDA #5991-03  
20427 N. 27th Avenue  
Phoenix, AZ 85027
139. 24421 Katy Freeway, Katy, Texas 77494
- Landlord: Bluecap, Ltd  
c/o O. N. Baker  
8554 Katy Freeway, Suite 301  
Houston, TX 77024
-

140. 6550 Garth Rd., Baytown, Texas 77521
- Landlord: AREP Baytown II Partners, LP  
7880 San Felipe Street, Ste 120  
Houston, TX 77063
141. 127 NorthShore Blvd, Suite 2, Slidell, Louisiana 70460
- Landlord: RCG — Slidell, LLC  
3060 Peachtree Road, Ste. 400  
Atlantic, GA 30305  
Attn: Property Manager
142. Rayzor Ranch Marketplace, Denton, Texas
- Landlord: Rayzor Ranch Marketplace Associates, LLC  
c/o Fidelis Realty Partners  
4500 Bissonnet Street, Ste 300  
Bellaire, TX 77401  
Attn: General Counsel
- With a copy to: Rayzor Ranch Marketplace Associates, LLC  
5207 McKinney Avenue, Ste. 22  
Dallas, TX 75205  
Attn: Rick Coe
143. 1951 South 25<sup>th</sup> East, Ammon, ID 83406
- Landlord: Ammon Properties, L.C.  
c/o: Woodbury Corporation  
2733 E. Parleys Way, Ste. 300  
Salt Lake City, UT 84109
144. 3666 Brooks Street, Missoula, MT 59801
- Landlord: UT Missoula L.L.C.  
c/o: Woodbury Corporation  
2733 E. Parleys Way, Ste. 300  
Salt Lake City, UT 84109
145. 8698 East Raintree Drive, Scottsdale, AZ 85260
- Landlord: Umbral 2, LLC  
4590 MacArthur Blvd., 5<sup>th</sup> Floor  
Newport Beach, CA 92660
146. 2651 W. 29<sup>th</sup> Street, Greeley, CO 80631
- Landlord: Gerry & Monica Schwarzblatt Trust  
9454 Wilshire Blvd., Ste 207  
Beverly Hills, CA 90210  
Attn: Gerhard Schwarzblatt
-

147. 2020 Gunbarrel Road, Chattanooga, TN 37421
- Landlord: Robert F. Myer, COO  
Hamilton Village Station, LLC.  
11501 Northlake Drive  
Cincinnati, Ohio 45249
- With a copy to: Lease Administration Department  
Phillips Edison & Company, Ltd.  
11501 Northlake Drive  
Cincinnati, Ohio 45249
148. Fallschase Shopping Center, Tallahassee, FL 32317
- Landlord: CPP Fallschase II, LLC  
c/o: Lormax Stern Development Company, LLC  
38500 Woodward Avenue, Ste. 200  
Bloomfield Hills, MI 48304
149. 915 W. Main Street, Bozeman, MT 59715
- Landlord: West Coast Highway, LLC  
c/o Debra Barlow  
31351 Rancho Viejo Road, Ste 105  
San Juan Capistrano, CA 92675161.
150. 1010 NE Coronado Drive, Blue Springs, MO 64014
- Landlord: Blue Springs Partners, LP  
c/o: RED Development  
Lighton Tower  
7500 College Blvd., Ste. 750  
Overland Park, KS 66210  
Attn: Property Manager
151. 14384 Lincoln Street, Thornton, CO 80023
- Landlord: Thornton Development, L.L.C.  
c/o: Staenberg Group, Inc.  
2127 Innerbelt Business Center Drive, Ste. 310  
St. Louis, MO 63114
152. 2200 War Admiral Way, Lexington, KY 40509
- Landlord: War Admiral Place, LLC  
P.O. Box 12128  
Lexington, KY 40509  
Attn: Patrick W. Madden
- With notice to: War Admiral Place, LLC  
2517 Sir Barton Way  
Lexington, KY 40509  
Attn: Patrick W. Madden
153. 65 Treeline Road, Kalispell, MT 59901
- Landlord: TKG Spring Prairie Development Three, LLC  
c/o TKG Management, Inc.  
211 N. Stadium Blvd., Ste 201  
Columbia, Missouri 65233
- With a copy to: TKG Spring Prairie Development Three, LLC  
c/o TKG Management, Inc.  
211 N. Stadium Blvd., Ste 201  
Columbia, Missouri 65233  
Attn: General Counsel
-



154. 17815 La Cantera Parkway, San Antonio, TX
- Landlord: Hines Global REIT San Antonio Retail I LP  
c/o The Rim Management  
17503 La Cantera Parkway, Ste 104  
San Antonio, TX 78257
155. 318 Broadway, Nashville, TN 37201
- Landlord: Love's Broadway Boots, LLC  
256 Worth Avenue, Ste. 200
156. 2315 Summa Drive, Ste. 1C, Las Vegas, NV 37201
- Landlord: The Shops at Summerlin South, LP  
c/o The Howard Hughes Corporation  
One Galleria Tower, 22<sup>nd</sup> Floor  
13355 Noel Road  
Dallas, TX 75240  
Attn: General Counsel
- With a copy to: The Shops at Summerlin South, LP  
10801 West Charleston Blvd.  
Las Vegas, NV 89135  
Attn: Legal Department
157. 152 Stratford Commons Court, Suite. 05, Winston-Salem, NC 27103
- Landlord: Brixmor GA Stratford Commons, LP  
c/o Brixmor Property Group  
450 Lexington Avenue, 13th Floor  
New York, NY 10170  
Attn: Office of General Counsel
- With a copy to: Brixmor GA Stratford Commons, LP  
c/o Brixmor Property Group  
3440 Preston Ridge Road  
Building IV, Suite 425  
Alpharetta, GA 30005  
Attn: Vice President of Legal Services
158. 3310 West Shaw Avenue, Suite 02A, Fresno, CA 93711
- Landlord: Brixmor Arbor Faire Owner, LP  
c/o Brixmor Property Group  
450 Lexington Avenue, 13th Floor  
New York, NY 10170  
Attn: Office of General Counsel
- With a copy to: Brixmor Arbor Faire Owner, LP  
c/o Brixmor Property Group  
40 Skokie Blvd., Ste 600  
Northbrook, IL 60062  
Attn: Vice President of Legal Services
-

159. 1000 Commerce Avenue, Suite 0500, Atwater, CA 95301

Landlord: BRE Throne Applegate Ranch, LLC  
c/o Brixmor Property Group  
450 Lexington Avenue, 13th Floor  
New York, NY 10170  
Attn: Office of General Counsel

With a copy to: BRE Throne Applegate Ranch, LLC  
c/o Brixmor Property Group  
40 Skokie Blvd., Ste 600  
Northbrook, IL 60062  
Attn: Vice President of Legal Services

160. Alamance Crossing West Shopping Center University Drive & I-85, Burlington, NC.

Landlord: Alamance Crossing II, LLC  
c/o CBL & Associate Management, Inc.  
CBL Center, Suite 500  
2030 Hamilton Place Blvd.  
Chattanooga, TN 37421-6000

161. 25895 Highway 290, Cypress, TX 77429

Landlord: Cypress Towne Center, Ltd.  
8555 Westheimer Road  
Houston, TX 77063

162. U.S. 11W & Interstate 81, Bristol, TN 37620

Landlord: Pinnacle North, LLC  
601 State Street, 6<sup>th</sup> Floor  
Bristol, VA 24201  
Attn: Mr. Steve Johnson

With a copy to: Hartman Simons & Wood LLLP  
6400 Powers Ferry Road NW  
Suite #400  
Atlanta, GA 30339  
Attn: Jeremy D. Cohen

163. 15185 W. 119<sup>th</sup> Street, Olathe, KS 66002

Landlord: M-III Olathe Station Property, LLC  
c/o Mariner Real Estate Management, LLC.  
4601 College Blvd., Ste 350  
Leawood, KS 66211  
Attn: President

With a copy to: M-III Olathe Station Property, LLC  
c/o Legacy Asset Management, LLC  
4717 Central Street  
Kansas City, MO 64112

With a copy to: Daspin & Aument, LLP  
227 West Monroe Street, Ste 3500  
Chicago, IL 60606  
Attn: Nicole Rudman Brown

---

164. 3103 W. Highway 74, Monroe, NC 44648

Landlord: IA Monroe Poplin, LLC  
c/o InvenTrust Property Mgmt, LLC  
2809 Butterfield Road  
Oak Brook, IL 60523

With a copy to: Inland American  
Monroe Poplin, LLC  
2901 Butterfield Road  
Oak Brook, IL 60523

165. 2625 Scottsville Road, Bowling Green, KY 42104

Landlord: Greenwood Mall, LLC  
c/o Greenwood Mall  
110 N. Wacker Drive  
Chicago, IL 60606  
Attn: Law/Lease Administration Dept.

With a copy to: Greenwood Mall  
2625 Scottsville Road  
Bowling Green, KY 42104  
Attn: General Manager

166. 1991 West Highway 40, Vernal, UT 84078

Landlord: Gardner Towne Center, LLC  
201 South Main Street, Ste 2000  
Salt Lake City, UT 84111  
Attn: Rulon C. Gardner

167. 211 Rolling Hills Circle, Easley, SC 29640

Landlord: Easley Commons Retail Associates LLC  
1765 Merriman Road  
Akron, OH 44313

With a copy to: Easley Commons Retail Associates, LLC.  
c/o Riverview Management  
1765 Merriman Road  
Akron, OH 44313

---

168. 4501 Outer Loop Drive, Louisville, KY 40219
- Landlord: Weingarten Realty Investors  
P.O. Box 301074  
Houston, TX 77303-1074  
Weingarten Realty Investors  
2600 Citadel Plaza Drive, Ste 125  
Houston, TX 77008
169. 640 Centerview Blvd., Ste. 120, Kissimmee, FL 34741
- Landlord: HUH DI/OCP Crosslands, LLC  
c/o O'Connor Property Management  
240 Royal Palm Way, 2<sup>nd</sup> Floor  
Palm Beach, FL 33480
- With a copy to: Osceola Crossing Owner, LLC  
14901 S. Orange Blossom Trail  
Orlando, FL 32827  
Attn: General Counsel
- With a copy to: Hartman Simons & Wood LLP  
6400 Powers Ferry Road NW, Ste 400  
Atlanta, GA 30339  
Attn: Laura B. Kurlander
170. 6360 S. Parker Road, #5, Aurora, CO 80016
- Landlord: Arapahoe Crossing LP  
c/o Brixmor Property Group  
450 Lexington Avenue, 13<sup>th</sup> Fl  
New York, NY 10170  
Attn: Office of General Counsel
- With a copy to: Arapahoe Crossing LP  
c/o Brixmor Property Group  
40 Skokie Blvd., Ste 600  
Northbrook, IL 60062  
Attn: Vice President of Legal Services
171. Polaris Pointe Shops, Colorado Springs, CO 80921
- Landlord: Executive Companies  
13540 Meadowgrass Drive, Ste 200  
Colorado Springs, CO 80921  
Attn: Gary Erickson
172. 195 W. Esplanade Drive, Oxnard, CA 93036
- Landlord: California Property Owner I, LLC  
c/o Brixmor Property Group  
450 Lexington Avenue, 13<sup>th</sup> Fl  
New York, NY 10170  
Attn: Office of General Counsel
- With a copy to: California Property Owner I, LLC  
c/o Brixmor Property Group  
40 Skokie Blvd., Ste 600  
Northbrook, IL 60062  
Attn: Vice President of Legal Services
-

173. The Shoppes at Southport West, Omaha, NE
- Landlord: CBRE Mega  
c/o CBRE Mega  
11213 Davenport Street, Ste. 300  
Omaha, NE 68154
174. The Marketplace, Council Bluffs, IA
- Landlord: Legacy CB, LLC  
c/o Red Legacy, LLC  
4717 Central Street  
Kansas City, MO 64112  
Attn: Legal
- With a copy to: The Katz Law Firm  
7227 Metcalf Avenue, 2<sup>nd</sup> Fl  
Overland Park, KS 66204  
Richard B. Katz
175. Glade Park Shopping Center, Euless, TX
- Landlord: Glade Inline I, LLC  
6723 Weaver Road, Ste 108  
Rockford, IL 61114  
Attn: Zack Knutson
176. Four Corners Shopping Center, Tomball, TX
- Landlord: BK 2920, Ltd.  
3700 Buffalo Speedway, Ste. 1020  
Houston, TX 77098
177. 1268 S. Hoover Street, Longmont, CO 80501
- Landlord: D.D. Dunlap Companies  
16897 Algonquin, Suite A  
Huntington Beach, CA 92649
178. 600 Ed Noble Parkway, Norman, OK 73072
- Landlord: Gemini Parkway Plaza, LLC  
c/o Woodmont Company  
2100 W. 7<sup>th</sup> Street  
Forth Worth, TX 76107
179. 5080 Richmond Avenue (Galleria), Houston, TX 77056
- Landlord: POR LP NOTICES  
5177 Richmond Avenue, Ste 610  
Houston, TX 77056
180. 10515 Katy Freeway (I-10), Houston, TX 77024
- Landlord: Jim R. Smith  
1400 Post Oak Blvd., Ste. 650  
Houston, TX 77056
-

181. 420 Congaree Rd., Greenville, SC 29607

Landlord: H & H Properties II, LLC  
2701 Colgate Road, Ste 300  
Charlotte, NC 28211

182. 6420 Eastex Freeway, Beaumont, TX 77708

Landlord: D & F Realty Partners, LLC  
c/o Fertitta Realty, Inc.  
P.O. Box 12400  
Beaumont, TX 77726

183. 2727 Iowa Street, Lawrence, KS 66046

Landlord: TMD Iowa, LLC c/o  
Inland Comm. Real Estate Svcs, LLC/ Bldg #75048  
2901 Butterfield Road  
Oak Brook, IL 60523  
Attn: Senior Vice President/Property Management

184. 8353 N. Booth Avenue, Kansas City, MO 64158

Landlord: SCV Retail LLC  
c/o U.S. Federal Properties Co., LLC  
4706 Broadway, Ste 240  
Kansas City, MO 64112  
Attn: Director Property Management

185. 19380 Interstate 45, Spring, TX 77373

Landlord: Cypresswood Partners, LTD.  
c/o Huntington Properties, Ltd.  
109 N. Post Oak Lane, Ste 550  
Houston, TX 77024

186. 6590 Youree Drive, Shreveport, LA 71105

Landlord: Bayou Walk, LLC  
c/o Crimson Capital, LLC  
489 Riverview Drive  
Totowa, NJ 07512  
Attn: Joseph Prestifilippo

---

187. 10020 Coors Bypass NW, Albuquerque, NM 87114

Landlord: Sanford Albuquerque Property, LLC  
c/o NAI Maestas & Ward Property Management  
P.O. Box 91090  
Albuquerque, NM 87199  
With a copy to: Sanford Albuquerque Property, LLC  
108 Lugar De Oro Street  
Santa Fe, NM 87501  
Attn: Andrew Sanford

188. 11251 Beech Avenue, Fontana, CA

Landlord: Teachers Insurance and Annuity Assn of America  
730 Third Avenue  
New York, NY 10017  
With a copy to: JLL  
3281 E. Guasti Road, Ste 850  
Ontario, CA 91761

189. 7800 Rivers Avenue, Ste 1930, North Charleston, SC 29408

Landlord: Hawthorne North Rivers, LLC  
  
300 Providence Road, Ste. 105  
  
Charlotte, NC 28207  
  
Attn: Asset Manager

190. 5641 Lone Tree Way, Ste. 101, Brentwood, CA 94515

Landlord: Donahue Schriber Realty Group, L.P.  
  
200 East Baker Street, Ste. 100  
  
Costa Mesa, CA 92626  
  
Attn: Property Manager  
  
With a copy to: Donahue Schriber  
  
3501 Del Paso Road, Ste. 100  
  
Sacramento, CA 95835  
  
Attn: Property Manager

191. 464 N. Hwy 27/441, Lady Lake, FL 32159

Landlord: SRK Lady Lake 43 Associates, LLC  
  
c/o Benchmark Management Corporation  
  
4053 Maple Road  
  
Amherst, NY 14226  
  
Attn: Director of Leasing

---

192. 2770 Reynolds Ranch Pkwy, Lodi, CA 95240

Landlord: Sandpiper Pennebaker Group, LLC  
1420 Mills Avenue, Ste M  
Lodi, CA 95242

193. 2280 W. Warm Springs Road, Las Vegas, NV 89119

Landlord: DJT Enterprises  
3900 Paradise Road, Ste. 111  
Las Vegas, NV 89109  
Attn: Daniel Tuntland

194. 858 Dawsonville Hwy, Gainesville, GA 30501

Landlord: Freeway Associates, LLC  
c/o Selig Enterprises, Inc.  
1100 Spring Street, Ste. 550  
Atlanta, GA 30309-2848

195. 10105 West McDowell Road, Avondale, AZ 85392

Landlord: Lot 7 Gateway, LLC  
2980 E. Northern Avenue, Ste. A  
Phoenix, AZ 85028  
Attn: Joe Walters

---



196. 5606 Sprague Avenue, Spokane Valley, WA 99212

Landlord: Central Sprague Realty, LLC  
Leavitt Capital Companies  
717 W. Sprague Avenue, Ste. 802  
Spokane, WA 99201  
Attn: Aaron Lake

With a copy to: Lukins & Annis, P.S.  
717 W. Sprague Avenue, Ste. 1600  
Spokane, WA 99201  
Attn: Joe. A. Romberg

197. 1905B Edwards Lake Rd, Birmingham, AL 35235

Landlord: OA Partners, LLC  
10 Harris Court, Ste. B-1  
Monterey, CA 93940  
Attn: Sherry Peverini

With a copy to: Miller Starr Regalia  
1331 N. California, Fifth Floor  
Walnut Creek, CA 94546  
Attn: Chad Gallagher

198. 12030 East Freeway, Houston, TX 77029

Landlord: BK FED EAST, LTD  
c/o Baker Katz  
3700 Buffalo Speedway, Ste. 1020  
Houston, TX 77098  
Attn: Jason Lax

---

199. 5920 SW Huntoon Street, Topeka, KS 66604

Landlord: WBB, LLC  
1707 W. Waterfront Parkway  
Wichita, KS 67206  
Attn: Lease Administrator

200. 3406 Adventure Lane, Kodak, TN 37764

Landlord: Hickory Hills Properties  
P.O. Box 5707  
Sevierville, TN 37864  
Attn: Gary A. Helton

201. 1775 Vann Drive, Jackson, TN 38305

Landlord: Columns Development Partners  
c/o Gary A. Taylor Investment Co.  
2574 Christmasville Cove, Ste. H  
Jackson, TN 38305  
Attn: Gary A. Taylor, Managing Partners

202. 523 E. Lewis & Clark Pkwy, Clarksville, IN 47129

Landlord: CBRE, Inc. as court Appointed  
Receiver for LaPlace Indiana, LLC  
8500 Keystone Crossing, Ste. 170  
Indianapolis, IN 46240  
Attn: Scott M. Gray

---

203. 888 West Second Street, Calexico, Ca 92231

Landlord:

Gran Plaza, L.P.

c/o Excel Property Management Services, Inc.

9034 W. Sunset Blvd.

West Hollywood, CA 90069

From time to time certain equipment, including, without limitation, motor vehicles and computers, may be offsite in the ordinary course of business.

---

(ii) Sheplers Holding Corporation and Sheplers, Inc. Locations

**Location Name**

**Wichita - Store No. 301**

6501 West Kellogg Street

Wichita, Kansas 67209-2211

Landlord: SHEP (KS-OK) QRS 16-113, Inc.

**Oklahoma City - Store No. 302**

812 South Meridian Avenue

Oklahoma City, Oklahoma 73108-1604

Landlord: SHEP (KS-OK) QRS 16-113, Inc.

**Englewood - Store No. 304**

8500 East Orchard Road

Greenwood Village, Colorado 80111-5012

Landlord: C2 H2 Limited

**Frisco- Store No. 306**

8549 Gaylord Parkway, Suite 100

Frisco, Texas 75034

Landlord: BRE Retail Residual Owner 1 LLC

**Northglenn- Store No. 310**

10300 Bannock Street

Northglenn, Colorado 80260-6067

Landlord: W.R. Grace

**Location Name**

**Orlando - Store No. 334**

5250 International Drive, Space E5

Orlando, Florida 32819

Landlord: FB Orlando Acquisition Company, LLC

**Riverview- Store No. 336**

Mesa Riverview

829 N Dobson Road

Mesa, Arizona 85201-7585

Landlord: DeRito/Kimco

**Arlington - Store No. 305**

2500 East Centennial Drive

Arlington, Texas 76011-6611

Landlord: Maymie Bros (Building) /W.R. Grace (Land)

**San Antonio- Store No. 309**

6201 N.W. Loop 410

San Antonio, Texas 78238-3303

Landlord: Ingram 410, LLC

**Mesquite- Store No 311**

18500 Lyndon B Johnson Freeway

Mesquite, Texas 75150-5626

Landlord: The Rockola Corp

---

**Austin — Cap. Plaza - Store No. 353**

Capital Plaza

5415B North IH-35

Austin, Texas 78723

Landlord: Cencor Reality Services

**McAllen, TX- Store No. 355**

507 West Expressway 83

McAllen, Texas 78503

Landlord: Daniel G Kamin McAllen LLC

**San Antonio - Brooks- Store No. 357**

3127 SE Military Dr, Suite 121

San Antonio, Texas 78223

Landlord: IA Management, LLC

**Lubbock- Store No. 359**

South Plains Mall - D27

6002 Slide Road

Lubbock, Texas 79414

Landlord: Macerich South Plains LP

**Dallas- Store No. 362**

5850 LBJ Freeway

Garland, Texas 75041

Landlord: Preston Valley North Limited Partnership

**Austin — Southpark - Store No. 354**

Southpark Meadows

9900 South IH-35, Building B

Austin, Texas 78748

Landlord: Harbert Rainier SouthPark Meadows, LLC

**Omaha - Store No. 356**

970 South 72nd Street

Omaha, Nebraska 68114

Landlord: Eric Dawson, LLC

**Fort Worth- Store No. 358**

9320 Sage Meadow Trail

Fort Worth, Texas 76177

Landlord: ATC Investors, LP

**Odessa- Store No. 360**

5125 E. 42nd Street

Odessa, Texas 79762

Landlord: Leeco Energy & Investments

**Fulfillment Center**

4950 South Laura Street

Wichita, Kansas 67216

Landlord: SHEP (KS-OK) QRS 16-113, Inc.

---

SCHEDULE 3.8  
to  
Collateral Agreement

Chattel Paper; Instruments; Negotiable Documents; Letter-of-Credit Rights

None.

---

SCHEDULE 3.9  
to  
Collateral Agreement  
Commercial Tort Claims

None.

---

SCHEDULE 3.10  
to  
Collateral Agreement

Deposit Accounts and Securities Accounts

| ENTITY                  | BANK        | ACCT<br>NUMBER | TYPE                                   |
|-------------------------|-------------|----------------|--|
| Boot Barn Holdings Inc. | Wells Fargo | [*]            | Funding Account                        |
| Boot Barn Inc.          | Wells Fargo | [*]            | Master Concentration Acct. - Deposits  |
|                         |             | [*]            | Store Credit Card Deposits             |
|                         |             | [*]            | BB Internet Credit Card Deposits       |
|                         |             | [*]            | Sheplers Internet Credit Card Deposits |
|                         |             | [*]            | Sheplers Other Deposits                |
|                         |             | [*]            | Store Cash and Check Deposits          |
|                         |             | [*]            | Corp Deposits                          |
|                         |             | [*]            | Master Funding Account                 |
|                         |             | [*]            | Boot Barn Checking Account             |
|                         |             | [*]            | Sheplers Checking Account              |
|                         |             | [*]            | ACH Debits (Disbursements)             |
|                         |             | [*]            | EFT Payments (Disbursements)           |
|                         |             | [*]            | Manual Payroll Disbursements           |
|                         |             |                | BBVA Compass                           |
|                         | Chase Bank  | [*]            | Store Cash and Check deposits          |

*[\*] Certain Information on this page has been omitted and filed separately with the Commission. Confidential treatment has been requested with respect to the omitted portions.*



SCHEDULE 3.11  
to  
Collateral Agreement

Intellectual Property

1. The listing of Trademarks (as defined in the Collateral Agreement) should include: (a) the Trademark; (b) Registration Number or Serial Number; and (c) the Owner of Record.

See attached.

2. The listing of Trademark Licenses (as defined in the Collateral Agreement) should include: (a) Name of Licensee/Licensor; and (b) Date.

None.

3. The listing of Patents (as defined in the Collateral Agreement) should include: (a) Country; (b) Patent Number or Application Number; (c) Title of Invention; and (d) the Owner of Record.

None.

4. The listing of Patent Licenses (as defined in the Collateral Agreement) should include: (a) Name of Licensee/Licensor; and (b) Date.

Patent License Agreement, dated March 28, 2011, between Webvention LLC and Sheplers Holding Corporation.

5. The listing of Copyrights (as defined in the Collateral Agreement) should include: (a) Registration Number; (b) Title as listed in Registration; and (c) the Copyright Claimant.



See attached.

6. The listing of Copyright Licenses (as defined in the Collateral Agreement) should include: (a) Name of Licensee/Licensor; and (b) Date.



None.


---


**Boot Barn, Inc. Trademarks**

| <b>Mark</b>   | <b>Country</b> | <b>Registration number<br/>Registration date</b> | <b>Application number</b> | <b>Current Owner</b> |
|---|----------------|--|---------------------------|----------------------|
| BOOT BARN   | U.S.           | 2,307,397<br>01/11/2000                          | 75/579,578                | Boot Barn, Inc.      |
|   | U.S.           | 3,696,624<br>10/13/2009                          | 77/467,382                | Boot Barn, Inc.      |
| WESTERN WAREHOUSE   | U.S.           | 1,197,321*<br>06/08/1982                         | 73,229,113                | Boot Barn, Inc.      |
| WESTERN WAREHOUSE   | U.S.           | 1,786,004<br>08/03/1993                          | 74/334,293                | Boot Barn, Inc.      |
| CORRAL WEST   | U.S.           | 3,135,148<br>8/29/2006                           | 78/569,082                | Boot Barn, Inc.      |
| CORRAL WEST RANCHWEAR   | U.S.           | 3,135,156<br>08/29/2006                          | 78/569,628                | Boot Barn, Inc.      |
| CWR WORKWEAR DEPOT  |                |  | CANCELED                  |                      |
| CWR   |                |  | CANCELED                  |                      |
| CODY JAMES  | U.S.           | 1,818,497<br>01/25/1994                          | 74/209,357                | Boot Barn, Inc.      |
| JOB SITE  | U.S.           | 2,193,695<br>10/06/1998                          | 75/346,364                | Boot Barn, Inc.      |
| AMERICAN WORKER HEAD TO TOE<br>WORK WEAR  | U.S.           | 3,941,630<br>04/05/2011                          | 77/891,409                | Boot Barn, Inc.      |
| SHYANNE   | U.S.           | 3,615,901<br>05/05/2009                          | 77/584,307                | Boot Barn, Inc.      |
| STINKY BOOT   | U.S.           | 4247245<br>11/20/2012                            | 85/465,810                | Boot Barn, Inc.      |
|  | U.S.           | 4867370<br>12/8/2015                             | 85722240                  | Boot Barn, Inc.      |






|   |                                      |                        |          |                 |
|---|--------------------------------------|------------------------|----------|-----------------|
|   | U.S.                                 | 4851565<br>11/10/2015  | 85718520 | Boot Barn, Inc. |
| RCC WESTERN STORES  | U.S.                                 | 3,676,190<br>9/01/2009 | 77673023 | CANCELLED.      |
|   |                                      | 3685540<br>9/22/2009   | 77673019 | CANCELLED.      |
|   |                                      | 4,164,753<br>6/26/2012 | 85506201 | Boot Barn, Inc. |
|   | Canada                               | TMA860483<br>9/18/2013 |          |                 |
|   | International<br>Registration - WIPO | 1107912                |          |                 |
|  | New Zealand                          | 854978 7/12/2012       |          |                 |
| RCC WESTERN WEAR  | U.S.                                 | 4,164,271<br>6/26/2012 | 85457801 | Boot Barn, Inc. |
| RCC WESTERN STORE   | North Dakota                         | 3272740<br>10/4/2012   |          |                 |
| RCC WESTERN STORE   | Wisconsin                            | 133574<br>10/3/2012    |          |                 |
| RCC WESTERN STORE   | Canada                               | TMA860484<br>9/18/2013 |          |                 |
| RCC WESTERN STORE   | International<br>Registration - WIPO | 1110298<br>1/17/2012   |          |                 |
| RCC WESTERN STORE   | New Zealand                          | 854977<br>7/12/2012    |          |                 |






|  |           |                       |                                  |                 |
|--|-----------|-----------------------|----------------------------------|-----------------|
| Baskins  | U.S.      | 4256229<br>12/11/2012 | 85446448                         | Boot Barn, Inc. |
| Baskins  | Louisiana | 645198<br>6/4/2013    |                                  | Boot Barn, Inc. |
| <b>BASKINS</b>   | U.S.      | 4157456<br>6/12/2012  | 85446755                         | Boot Barn, Inc. |
| Diamond B  | U.S.      | 3541365<br>12/2/2008  | 77293760                         | Boot Barn, Inc. |
| <b>DIAMOND</b><br><br><b>WORKWEAR</b> | U.S.      | 3457163<br>7/1/2008   | 77294779                         | Boot Barn, Inc. |
| Outfitting Texans Since 1972   | U.S.      | 4260163<br>12/18/2012 | 85446958                         | Boot Barn, Inc. |
| The Official Western Store of Texas  | U.S.      | 4326046<br>4/23/2013  | 85446863                         | Boot Barn, Inc. |
| <b>WORK * WESTERN * WEEKEND</b><br><b>BASKINS</b><br><i>Your Friendly Family Store</i>                                 |           |                       | CANCELED                         |                 |
| BB RANCH   | U.S.      | 4666995               | 86292745                         | Boot Barn, Inc. |
| SHYANNE  | U.S.      | 4659704               | 86324810                         | Boot Barn, Inc. |
| MOONSHINE SPIRIT BY BRAD PAISLEY   | U.S.      |                       | <del>86376463</del><br>ABANDONED | Boot Barn, Inc. |
| MOONSHINE SPIRIT BY BRAD PAISLEY<br>(Stylized)   | U.S.      |                       | 86862203                         | Boot Barn, Inc. |


|  |      |                      |                    |                 |
|--|------|----------------------|--------------------|-----------------|
| MOONSHINE SPIRIT   | U.S. | 4918875<br>3/15/2016 | 86327572           | Boot Barn, Inc. |
| B  | U.S. | 4893434<br>1/26/2016 | 86279959           | Boot Barn, Inc. |
|  | U.S. | 4914492<br>3/8/2016  | 86296606           | Boot Barn, Inc. |
| XERO GRAVITY   | U.S. |                      | 87347735 2/23/2017 | Boot Barn, Inc. |

---

**Sheplers, Inc. Trademark Registrations and Applications**

| <b>Trademark</b>   | <b>Database</b>         | <b>Application Number</b> | <b>Registration Number</b> | <b>Owner</b>   |
|--|-------------------------|---------------------------|----------------------------|----------------|
| RED RANCH<br>                                  | U.S. Federal            | 85726040                  | 4552405                    | SHEPLERS, INC. |
| GIBSON TRADING COMPANY<br>ESTABLISHED 1899<br> | U.S. Federal            | 85724728                  | 4998464<br>7/12/2016       | SHEPLERS, INC. |
| RED RANCH  | U.S. Federal            | 85434444                  | 4258838                    | SHEPLERS, INC. |
| GIBSON TRADING COMPANY   | U.S. Federal            | 85399269                  | 4429241                    | SHEPLERS, INC. |
| WESTERN WEAR FOR THE WAY YOU LIVE  | U.S. Federal            | 85396637                  | 4118616                    | SHEPLERS, INC. |
| Design Only  | U.S. Federal            | 85315981                  | 4129801                    | SHEPLERS, INC. |
|    |                         |                           |                            |                |
| GIBSON TRADING COMPANY   | U.S. Federal            | 85261879                  | 4168869                    | SHEPLERS, INC. |
| <del>YOUR COUNTRY, YOUR WAY</del>  | <del>U.S. Federal</del> | <del>77483596</del>       | <del>3781832</del>         | CANCELLED      |
| SHEPLERS   | U.S. Federal            | 78822126                  | 3193462                    | SHEPLERS, INC. |
| THE WORLD'S LARGEST WESTERN STORES   | U.S. Federal            | 75291616                  | 2167479                    | SHEPLERS, INC. |
| WORLD'S LARGEST WESTERN STORES   | U.S. Federal            | 75140060                  | 2081419                    | SHEPLERS, INC. |
| BOOTS 'N JEANS   | U.S. Federal            | 75078088                  | 2342054                    | SHEPLERS, INC. |
| WORLD'S LARGEST WESTERN STORES<br>AND CATALOG  | U.S. Federal            | 74520534                  | 2033263                    | SHEPLERS, INC. |

| Trademark   | Database     | Application Number | Registration Number | Owner          |
|---|--------------|--------------------|---------------------|----------------|
| Design Only<br>     | U.S. Federal | 73392546           | 1254863             | CANCELLED      |
| OL' SHEP  | U.S. Federal | 73388925           | 1255648             | CANCELLED      |
| SHEPLERS  | U.S. Federal | 73125194           | 1141784             | CANCELLED      |
| S<br>               | U.S. Federal | 73125222           | 1137758             | SHEPLERS, INC. |
| S<br>               | U.S. Federal | 73125223           | 1137889             | SHEPLERS, INC. |
| S-SHEPLERS INC.<br> | U.S. Federal | 73041013           | 1017594             | CANCELLED.     |
| S<br>              | U.S. Federal | 73040683           | 1057698             | SHEPLERS, INC. |

| Trademark  | Database             | Application Number | Registration Number | Owner          |
|--|----------------------|--------------------|---------------------|----------------|
| S  | U.S. Federal         | 73040684           | 1045614             | CANCELLED      |
|  |                      |                    |                     |                |
| SHEPLERS   | U.S. Federal         | 73040363           | 1308095             | SHEPLERS, INC. |
| SHEPLERS   | U.S. Federal         | 73040364           | 1308389             | SHEPLERS, INC. |
| SHEPLERS   | Canada               | 1540229            | TMA835766           | SHEPLERS, INC. |
| SHEPLERS   | Canada               | 714900             | TMA429523           | SHEPLERS, INC. |
| SHEPLERS   | Switzerland          | 59396/2011         | 625115              | SHEPLERS, INC. |
| SHEPLERS   | United Kingdom       | 1516265            | 1516265             | SHEPLERS, INC. |
| SHEPLERS   | Community Trademarks | 10201697           | 10201697            | SHEPLERS, INC. |
| SHEPLERS   | Brunei               | 22188              | 19023               | SHEPLERS, INC. |
| SHEPLERS   | China                | 9895452            | 9895452             | SHEPLERS, INC. |
| SHEPLERS   | China                | 9895451            | 9895451             | SHEPLERS, INC. |
| SHEPLERS   | Japan                | 2011-060657        | 5532778             | SHEPLERS, INC. |
| SHEPLERS   | Australia            | 1443876            | 1443876             | SHEPLERS, INC. |
| SHEPLERS   | Australia            | 588639             | 588639              | SHEPLERS, INC. |
| SHEPLERS   | New Zealand.         | 847911             | 847911              | SHEPLERS, INC. |
| COUNTRY OUTFITTER  | U.S.                 | 85789013           | 4599589 9/9/2014    | Sheplers, Inc. |
| WE KNOW COUNTRY  | U.S.                 | 85786657           | 4368008 7/16/13     | Sheplers, Inc. |



**Sheplers, Inc. Copyrights**

| <b>#</b> | <b>Title / Issue Title</b> | <b>Copyright No.</b> | <b>Serial Publication Year / Registration Date</b> | <b>Copyright Claimant</b>     |
|----------|----------------------------|----------------------|--|-------------------------------|
| 1.       | www.amberleaves.com        | TX0006371294         | 12-May-2006  | Sheplers Catalog Sales, Inc.* |
| 2.       | www.sheplers.com.          | TX0006490898         | 13-Oct-2006  | Sheplers Catalog Sales, Inc.* |

---

SCHEDULE 3.13  
to  
Collateral Agreement  
Equity Interests Held Directly by Grantors

Certificated Securities:

| <u>Name of Issuer</u>                       | <u>Class and Series</u> | <u>Par Value</u> | <u>Certificate Number</u> | <u>Number (and Percentage) of Securities of such Class and Series</u> |
|---|-------------------------|------------------|---------------------------|---|
| Boot Barn, Inc.                             | Common Stock            |                  | 2                         | 1,000 (100% owned by Boot Barn Holdings, Inc.)                        |
| RCC Western Stores, Inc.                    | Common Stock            |                  | 51                        | 2,000 (100% owned by Boot Barn, Inc.)                                 |
| Sheplers Holding Corporation                | Common Stock            |                  | 1                         | 100 (100% owned by Boot Barn, Inc.)                                   |
| Sheplers, Inc.                              | Common Stock            |                  | 2                         | 1000 (100% owned by Sheplers Holding Corporation)                     |
| Boot Barn International (Hong Kong) Limited | Ordinary Shares         |                  | 3                         | 65(100% owned by Boot Barn, Inc.)                                     |

Uncertificated Securities:

| Name of Issuer                    | Class and Series     | Par Value | Certificate Number | Number (and Percentage) of Securities of such Class and Series        |
|-----------------------------------|----------------------|-----------|--------------------|---|
| Baskins Acquisition Holdings, LLC | Membership interests | N/A       | N/A                | Boot Barn, Inc. is the sole member and owner of membership interests. |

Partnership/LLC Interests:

None.

---

**FIRST AMENDMENT TO CREDIT AGREEMENT AND COLLATERAL AGREEMENT**

This FIRST AMENDMENT TO CREDIT AGREEMENT AND COLLATERAL AGREEMENT (this “**Amendment**”) is entered into and effective as of May 26, 2017 by and among BOOT BARN, INC., a Delaware corporation (“**Borrower**”), the other Credit Parties party hereto, GOLUB CAPITAL MARKETS LLC, as Administrative Agent, and the Lenders party hereto.

**WITNESSETH:**

WHEREAS, Borrower, the other Credit Parties from time to time party thereto, Administrative Agent and the Lenders from time to time party thereto, have entered into that certain Credit Agreement dated as of June 29, 2015 (as amended, restated, supplemented or otherwise modified prior to the effectiveness of this Amendment, the “**Existing Credit Agreement**”; the Existing Credit Agreement, as amended by this Amendment and as may be further amended, restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”);

WHEREAS, the Borrower, the Guarantors from time to time party thereto and Administrative Agent have entered into that certain Collateral Agreement dated as of June 29, 2015 (as amended, restated, supplemented or otherwise modified prior to the effectiveness of this Amendment, the “**Existing Collateral Agreement**”; the Existing Collateral Agreement, as amended by this Amendment and as may be further amended, restated, supplemented or otherwise modified from time to time, the “**Collateral Agreement**”);

WHEREAS, the Credit Parties have requested that the Lenders amend the Existing Credit Agreement and Existing Collateral Agreement in certain respects as more fully set forth herein; and

WHEREAS, the Administrative Agent and the Lenders are willing to accommodate such requests subject to the terms, conditions and other provisions hereof.

NOW, THEREFORE, in consideration of the mutual agreements, provisions and covenants contained herein, the parties hereto agree as follows:

1. Defined Terms. Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Credit Agreement.
  2. Amendments to Existing Credit Agreement. Effective as of the First Amendment Effective Date (as defined herein), in reliance upon the representations and warranties of the Credit Parties set forth in this Amendment, the Existing Credit Agreement is hereby amended as follows:
-

(a) Section 9.13(a) of the Existing Credit Agreement shall be amended and restated in its entirety to read as follows:

“(a) Consolidated Total Net Leverage Ratio. As of the last day of any four Fiscal Quarter period ending on the dates specified below, permit the Consolidated Total Net Leverage Ratio as of such date to be greater than the corresponding ratio set forth below:

| <u>Period Ending</u>  | <u>Maximum Ratio</u> |
|---|----------------------|
| June 30, 2017   | 4.75:1.00            |
| September 30, 2017  | 4.75:1.00            |
| December 31, 2017   | 4.50:1.00            |
| March 31, 2018  | 4.50:1.00            |
| June 30, 2018   | 4.50:1.00            |
| September 30, 2018  | 4.50:1.00            |
| December 31, 2018 and the period ending on the last day of each Fiscal Quarter thereafter | 4.00:1.00”           |

(b) Exhibit E of the Existing Credit Agreement shall be amended and restated in its entirety with the new Exhibit E attached to this Amendment as Exhibit A.

3. Amendments to Existing Collateral Agreement. Effective as of the First Amendment Effective Date (as defined herein), in reliance upon the representations and warranties of the Credit Parties set forth in this Amendment, the Existing Collateral Agreement is hereby amended as follows:

(a) Section 4.3(iv) of the Existing Collateral Agreement shall be amended and restated in its entirety to read as follows:

“(iv) the location of any Collateral consisting of Inventory, Equipment or Fixtures (whether now owned or hereafter acquired), other than (a) Collateral that is in transit to a location on Schedule 3.6, (b) Collateral that is disposed of in a transaction not prohibited by the Loan Documents, (c) Inventory that is temporarily located at an off-site retail event or other similar location for a period of not longer than sixty (60) days or (d) in connection with the opening of any new Store in the event that such new Store shall consist of Collateral having a value of less than \$2,500,000, provided, that, in lieu of the 15 days’ prior written notice required above, notice with respect to a change in location of any Inventory resulting from the opening or closing of Stores shall be reported by Administrative Borrower pursuant to delivery to Administrative Agent, on the same day on which the Administrative Borrower is required to provide an Officer’s Compliance Certificate pursuant to Section 8.2(a) of the Credit Agreement for the most recently ended Fiscal Quarter, of a report setting forth all of the new Stores opened and all Stores closed by Borrowers during the most recently ended Fiscal Quarter, which report shall constitute an update to Schedule 3.6.”

(b) The schedules to the Existing Collateral Agreement shall be amended and restated in their entirety with the schedules attached to this Amendment as Exhibit B.

4. Conditions Precedent. The effectiveness of this Amendment is subject to the following conditions precedent:

(a) the execution and delivery of this Amendment by the Credit Parties, Administrative Agent and Required Lenders;

(b) the representations and warranties contained in Section 5 hereof shall be true and correct in all material respects (without duplication of any materiality qualifier contained therein) except to the extent such representations and warranties are made on and as of a specified date (and not required to be remade on the First Amendment Effective Date), in which case such representations and warranties shall continue on the First Amendment Effective Date to be true and correct in all material respects as of the specified date (without duplication of any materiality qualifier contained therein);

(c) no Default or Event of Default shall have occurred and be continuing or would result immediately after giving effect to this Amendment on the First Amendment Effective Date; and

(d) Borrower shall have paid to Administrative Agent, for the ratable benefit of the Lenders executing this Amendment, a fully earned, non-refundable closing fee in the amount of 0.125% of each such Lender's ratable share of the aggregate principal amount of the outstanding Loans and any other fees owed to Administrative Agent or Lenders pursuant to the Credit Agreement or any other Loan Document required in connection with this Amendment.

The "First Amendment Effective Date" shall mean the first date on which all of the conditions set forth in this Section 4 have been satisfied.

5. Representations and Warranties. Each Credit Party hereby represents and warrants to Administrative Agent and each Lender as follows:

(a) after giving effect to the transactions contemplated herein, each of the representations and warranties of the Credit Parties contained in the Loan Documents are true and correct as of the date hereof in all material respects (or true and correct in all respects if such representation or warranty already contains any materiality qualifier), except to the extent that any such representation or warranty expressly relates to an earlier date;

(b) Each Credit Party has right, power and authority and has taken all necessary corporate and other action to authorize the execution, delivery and performance of this Amendment;

(c) This Amendment been duly executed and delivered by the duly authorized officers of each Credit Party, and upon execution will constitute the legal, valid and binding obligation of each Credit Party, enforceable against such Credit Party in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium or similar state or federal Debtor Relief Laws from time to time in effect which affect the enforcement of creditors' rights in general and the availability of equitable remedies;

(d) The execution, delivery and performance of this Amendment on the First Amendment Effective Date (i) do not violate the terms of such Credit Party's by-laws, operating agreement articles or certificate of incorporation or formation or other documents relating to such Credit Party's formation, (ii) require any Governmental Approval or violate any Applicable Law relating to any Credit Party or any Subsidiary thereof where the failure to obtain such Governmental Approval or such violation could reasonably be expected to have a Material Adverse Effect, (iii) conflict with, result in a breach of or constitute a default under any Material Contract to which such Credit Party is a party or by which any of its properties may be bound or any Governmental Approval relating to such Credit Party, which could, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect, (iv) result in or require the creation or imposition of any Lien upon or with respect to any property now owned or hereafter acquired by such Credit Party other than Permitted Liens, or (v) require any consent or authorization of, filing with, or other act in respect of, an arbitrator or Governmental Authority and no consent of any other Person is required in connection with the execution, delivery, performance, validity or enforceability of this Amendment other than consents, authorizations, filings or other acts or consents for which the failure to obtain or make could not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect; and

(e) no Default or Event of Default exists or would result immediately after giving effect to this Amendment.

6. No Waiver. Nothing contained herein shall be deemed to constitute a waiver of compliance with any term or condition contained in the Credit Agreement or any of the other Loan Documents (except as specifically provided for herein) or constitute a course of conduct or dealing among the parties. Except as expressly stated herein, Administrative Agent and Lenders reserve all rights, privileges and remedies under the Loan Documents. Except as amended or modified hereby, the Credit Agreement and other Loan Documents remain unmodified and in full force and effect. All references in the Loan Documents to the Credit Agreement shall be deemed to be references to the Credit Agreement as amended or modified hereby.

7. Severability. If any part of this Amendment is contrary to, prohibited by, or deemed invalid under Applicable Laws, such provision shall be inapplicable and deemed omitted to the extent so contrary, prohibited or invalid, but the remainder hereof shall not be invalidated thereby and shall be given effect so far as possible.

8. Headings. Headings and captions used in this Amendment (including the Exhibits, Schedules and Annexes hereto, if any) are included for convenience of reference only and shall not be given any substantive effect.

9. **GOVERNING LAW; WAIVER OF SERVICE OF PROCESS; SUBMISSION TO JURISDICTION**. This Amendment and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Amendment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the law of the State of New York. Each party hereto irrevocably consents to service of process in the manner provided for notices in Section 12.1 of the Credit Agreement. Nothing in this Amendment will affect the right of any party hereto to serve process in any other manner permitted by Applicable Law. Each of the parties hereto irrevocably and

unconditionally waives, to the fullest extent permitted by Applicable Law, any objection that it may now or hereafter have to the laying of venue of any action or proceeding arising out of or relating to this Amendment in any court referred to in Section 12.5(b) of the Credit Agreement. Each of the parties hereto hereby irrevocably waives, to the fullest extent permitted by Applicable Law, the defense of an inconvenient forum to the maintenance of such action or proceeding in any such court .

10. **JURY WAIVER** . EACH PARTY HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AMENDMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY) .

11. **Counterparts** . This Amendment may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. This Amendment shall become effective when it shall have been executed by the Administrative Agent and when the Administrative Agent shall have received counterparts hereof that, when taken together, bear the signatures of each of the other parties hereto. Delivery of an executed counterpart of a signature page of this Amendment by facsimile or in electronic (i.e., “pdf” or “tif”) format shall be effective as delivery of a manually executed counterpart of this Amendment.

12. **Reaffirmation** . Each of the Credit Parties as debtor, grantor, pledgor, guarantor, assignor, or in any other similar capacity in which such Credit Party grants liens or security interests in its property or otherwise acts as accommodation party or guarantor, as the case may be, hereby (i) ratifies and reaffirms all of its payment and performance obligations, contingent or otherwise, under each of the Loan Documents to which it is a party (after giving effect hereto) and (ii) to the extent such Credit Party granted liens on or security interests in any of its property pursuant to any such Loan Document as security for or otherwise guaranteed the Borrower’s Obligations under or with respect to the Loan Documents, ratifies and reaffirms such guarantee and grant of security interests and liens and confirms and agrees that such security interests and liens hereafter secure all of the Obligations as amended hereby. Each of the Credit Parties hereby consents to this Amendment and acknowledges that each of the Loan Documents remains in full force and effect and is hereby ratified and reaffirmed. The execution of this Amendment shall not operate as a waiver of any right, power or remedy of the Administrative Agent or Lenders (except as expressly provided for herein), constitute a waiver of any provision of any of the Loan Documents (except as expressly provided for herein) or serve to effect a novation of the Obligations.

[The remainder of the page intentionally is left blank; signature page follows.]



IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the date first set forth above.

**CREDIT PARTIES:**

**BOOT BARN, INC.** , a Delaware corporation

By: /s/ Greg Hackman

Name: Greg Hackman

Title: Chief Financial Officer and Secretary

**BOOT BARN HOLDINGS, INC.**

a Delaware corporation

By: /s/ Greg Hackman

Name: Greg Hackman

Title: Chief Financial Officer and Secretary

**SHEPLERS HOLDING CORPORATION,**

a Delaware corporation

By: /s/ Greg Hackman

Name: Greg Hackman

Title: Chief Financial Officer and Secretary

**SHEPLERS, INC.,**

a Kansas corporation

By: /s/ Greg Hackman

Name: Greg Hackman

Title: Chief Financial Officer and Secretary

First Amendment to Credit Agreement

---

ADMINISTRATIVE AGENT AND LENDERS:

**GOLUB CAPITAL MARKETS LLC** , as Administrative Agent

By: /s/ Marc C. Robinson  
Name: Marc C. Robinson  
Title: Managing Director

**GOLUB CAPITAL PARTNERS CLO 15, LTD.** , as a Lender

By: GC Advisors LLC, its agent

By: /s/ Marc C. Robinson  
Name: Marc C. Robinson  
Title: Managing Director

**GOLUB CAPITAL PARTNERS CLO 16, LTD.** , as a Lender

By: GC Advisors LLC, its agent

By: /s/ Marc C. Robinson  
Name: Marc C. Robinson  
Title: Managing Director

**GOLUB CAPITAL PARTNERS CLO 17, LTD.** , as a Lender

By: GC Advisors LLC, its agent

By: /s/ Marc C. Robinson  
Name: Marc C. Robinson  
Title: Managing Director

**GOLUB CAPITAL PARTNERS CLO 21(M), LTD.** , as a Lender

By: GC Advisors LLC, its agent

By: /s/ Marc C. Robinson  
Name: Marc C. Robinson  
Title: Managing Director

**GOLUB CAPITAL PARTNERS CLO 24(M), LTD.** , as a Lender

By: GC Advisors LLC, its agent

By: /s/ Marc C. Robinson

Name: Marc C. Robinson

Title: Managing Director

**GOLUB CAPITAL PARTNERS CLO 28(M), LTD.** , as a Lender

By: GC Advisors LLC, its agent

By: /s/ Marc C. Robinson

Name: Marc C. Robinson

Title: Managing Director

**GOLUB CAPITAL PARTNERS CLO 30(M), LTD.** , as a Lender

By: GC Advisors LLC, its agent

By: /s/ Marc C. Robinson

Name: Marc C. Robinson

Title: Managing Director

**GOLUB CAPITAL PARTNERS CLO 31(M), LTD.** , as a Lender

By: GC Advisors LLC, its agent

By: /s/ Marc C. Robinson

Name: Marc C. Robinson

Title: Managing Director

**GOLUB CAPITAL PARTNERS CLO 33 (M), LTD.** , as a Lender

By: GC Advisors LLC, its agent

By: /s/ Marc C. Robinson

Name: Marc C. Robinson

Title: Managing Director

**GOLUB CAPITAL PARTNERS CLO 34(M), LTD.** , as a Lender

By: GC Advisors LLC, its agent

By: /s/ Marc C. Robinson

Name: Marc C. Robinson

Title: Managing Director

**GCIC SENIOR LOAN FUND II LLC** , as a Lender

By: GCIC Senior Loan Fund LLC, its sole member

By: /s/ Marc C. Robinson

Name: Marc C. Robinson

Title: Managing Director

**PEARLS 12, L.P.** , as a Lender

By: GC Advisors LLC, its Manager

By: /s/ Marc C. Robinson

Name: Marc C. Robinson

Title: Managing Director

**SENIOR LOAN FUND II LLC** , as a Lender

By: Senior Loan Fund LLC, its sole Member

By: /s/ Marc C. Robinson

Name: Marc C. Robinson

Title: Managing Director

**GCP FINANCE 2 LTD.** , as a Lender

By: GC Advisors LLC, its agent

By: /s/ Marc C. Robinson

Name: Marc C. Robinson

Title: Managing Director

**GCP FINANCE 6 LTD.** , as a Lender

By: GC Advisors LLC, its agent

By: /s/ Marc C. Robinson

Name: Marc C. Robinson

Title: Managing Director

---

First Amendment to Credit Agreement

---

**IVY HILL MIDDLE MARKET CREDIT FUND IV, LTD.**

**By: Ivy Hill Asset Management, L.P., as Portfolio Manager, as a Lender**

By: /s/ Kevin Braddish

Name: Kevin Braddish

Title:

**IVY HILL MIDDLE MARKET CREDIT FUND V, LTD.**

**By: Ivy Hill Asset Management, L.P., as Portfolio Manager, as a Lender**

By: /s/ Kevin Braddish

Name: Kevin Braddish

Title:

**IVY HILL MIDDLE MARKET CREDIT FUND VII, LTD.**

**By: Ivy Hill Asset Management, L.P., as Asset Manager, as a Lender**

By: /s/ Kevin Braddish

Name: Kevin Braddish

Title:

**IVY HILL MIDDLE MARKET CREDIT FUND VIII, LTD.**

**By: Ivy Hill Asset Management, L.P., as Collateral Manager, as a Lender**

By: /s/ Kevin Braddish

Name: Kevin Braddish

Title:

**IVY HILL MIDDLE MARKET CREDIT FUND IX, LTD.**

**By: Ivy Hill Asset Management, L.P., as Asset Manager, as a Lender**

By: /s/ Kevin Braddish

Name: Kevin Braddish

Title:

**IVY HILL MIDDLE MARKET CREDIT FUND X, LTD.**

**By: Ivy Hill Asset Management, L.P., as Asset Manager, as a Lender**

By: /s/ Kevin Braddish

Name: Kevin Braddish

Title:

First Amendment to Credit Agreement

---

**NEWSTAR COMMERCIAL LOAN FUNDNG 2015-2 LLC**, as a Lender  
By: NewStar Financial, Inc., its Manager

By: /s/ Kevin T. Mulcahy  
Name: Kevin T. Mulcahy  
Title: Managing Director

**NEWSTAR COMMERCIAL LOAN FUNDNG 2015-1 LLC**, as a Lender  
By: NewStar Financial, Inc., its Designated Manager

By: /s/ Kevin T. Mulcahy  
Name: Kevin T. Mulcahy  
Title: Managing Director

**NEWSTAR COMMERCIAL LOAN FUNDNG 2014-1 LLC**, as a Lender  
By: NewStar Financial, Inc., its Designated Manager

By: /s/ Kevin T. Mulcahy  
Name: Kevin T. Mulcahy  
Title: Managing Director

**NEWSTAR COMMERCIAL LOAN FUNDNG 2012-2 LLC**, as a Lender  
By: NewStar Financial, Inc., its Designated Manager

By: /s/ Kevin T. Mulcahy  
Name: Kevin T. Mulcahy  
Title: Managing Director

**NEWSTAR BERKELEY FUND CLO LLC**, as a Lender  
By: NewStar Financial, Inc., its Manager

By: /s/ Kevin T. Mulcahy  
Name: Kevin T. Mulcahy  
Title: Managing Director



, as a Lender

|        |                         |                            |
|--------|-------------------------|----------------------------|
| By:    | <u>/s/ Angela Fauci</u> | <u>/s/ Lance De Jersey</u> |
| Name:  | Angela Fauci            | Lance De Jersey            |
| Title: | Authorised Signatory    | Director                   |

**Partners Group Private Market Credit Strategies 2013 USD, L.P.**

By: Partners Group (USA) Inc., its general partner  
By: Partners Group (Guernsey) Limited, under  
power of attorney

First Amendment to Credit Agreement

---

, as a Lender

|                             |                     |
|-----------------------------|---------------------|
| By: /s/ Angela Fauci        | /s/ Lance De Jersey |
| Name: Angela Fauci          | Lance De Jersey     |
| Title: Authorised Signatory | Director            |

**Partners Group Private Markets Credit Strategies S.A. acting in respect of  
its Compartment Berlin 2015**

Executed by its manager, Partners Group (Guernsey) Limited

First Amendment to Credit Agreement

---

, as a Lender

|                             |                     |
|-----------------------------|---------------------|
| By: /s/ Angela Fauci        | /s/ Lance De Jersey |
| Name: Angela Fauci          | Lance De Jersey     |
| Title: Authorised Signatory | Director            |

**Partners Group Private Markets Credit Strategies S.A. acting in respect of  
its Compartment Belfast Multi-Credit Investments I**

Executed by its manager, Partners Group (Guernsey) Limited

First Amendment to Credit Agreement

---

, as a Lender

|                             |                     |
|-----------------------------|---------------------|
| By: /s/ Angela Fauci        | /s/ Lance De Jersey |
| Name: Angela Fauci          | Lance De Jersey     |
| Title: Authorised Signatory | Director            |

**Partners Group Private Markets Credit Strategies S.A. acting in respect of its Compartment 2015 (V) EUR**

Executed by its manager, Partners Group (Guernsey) Limited

First Amendment to Credit Agreement

---

, as a Lender

By: /s/ Angela Fauci

Name: Angela Fauci

Title: Authorised Signatory

**Partners Group Private Markets Credit Strategies S.A. acting in respect of  
its Compartment 2013 (II) USD**

Executed by its manager, Partners Group (Guernsey) Limited

First Amendment to Credit Agreement

---

, as a Lender

|                             |                     |
|-----------------------------|---------------------|
| By: /s/ Angela Fauci        | /s/ Lance De Jersey |
| Name: Angela Fauci          | Lance De Jersey     |
| Title: Authorised Signatory | Director            |

**Partners Group Private Markets Credit Strategies S.A. acting in respect of its Compartment 2015 (VI) GBP**

Executed by its manager, Partners Group (Guernsey) Limited

First Amendment to Credit Agreement

---

, as a Lender

|        |                         |                            |
|--------|-------------------------|----------------------------|
| By:    | <u>/s/ Angela Fauci</u> | <u>/s/ Lance De Jersey</u> |
| Name:  | Angela Fauci            | Lance De Jersey            |
| Title: | Authorised Signatory    | Director                   |

**WIN Alt IC Limited**

Executed by its manager, Partners Group (Guernsey) Limited

First Amendment to Credit Agreement

---

**BLUE CROSS AND BLUE SHIELD OF FLORIDA, INC.**, as a Lender  
By: Guggenheim Partners Investment Management, LLC as Manager

By: /s/ Kevin M. Robinson  
Name: Kevin M. Robinson  
Title: Attorney-in-Fact

**CLC LEVERAGED LOAN TRUST**, as a Lender  
By: Challenger Life Nominees PTY Limited as Trustee  
By: Guggenheim Partners Investment Management, LLC as Manager

By: /s/ Kevin M. Robinson  
Name: Kevin M. Robinson  
Title: Attorney-in-Fact

**CITY NATIONAL ROCHDALE HIGH YIELD BOND FUND**, as a Lender  
By: Guggenheim Partners Investment Management, LLC as Sub-Adviser

By: /s/ Kevin M. Robinson  
Name: Kevin M. Robinson  
Title: Attorney-in-Fact

**EAF COMPLAN II — PRIVATE DEBT**, as a Lender  
By: Guggenheim Partners Investment Management, LLC as Asset Manager

By: /s/ Kevin M. Robinson  
Name: Kevin M. Robinson  
Title: Attorney-in-Fact

First Amendment to Credit Agreement

---



**CHEVRON MASTER PENSION TRUST**, as a Lender  
By: Guggenheim Partners Investment Management, LLC as Manager

By: /s/ Kevin M. Robinson  
Name: Kevin M. Robinson  
Title: Attorney-in-Fact

**DAVINCI REINSURANCE LTD.**, as a Lender  
By: Guggenheim Partners Investment Management, LLC as Manager

By: /s/ Kevin M. Robinson  
Name: Kevin M. Robinson  
Title: Attorney-in-Fact

**DELTA PILOTS DISABILITY AND SURVIVORSHIP TRUST**, as a Lender  
By: Guggenheim Partners Investment Management, LLC as Investment Manager

By: /s/ Kevin M. Robinson  
Name: Kevin M. Robinson  
Title: Attorney-in-Fact

**DELTA MASTER TRUST**, as a Lender  
By: Guggenheim Partners Investment Management, LLC as Investment Manager

By: /s/ Kevin M. Robinson  
Name: Kevin M. Robinson  
Title: Attorney-in-Fact

**ENDURANCE INVESTMENT HOLDINGS LTD.,** as a Lender  
By: Guggenheim Partners Investment Management, LLC as Manager

By: /s/ Kevin M. Robinson  
Name: Kevin M. Robinson  
Title: Attorney-in-Fact

**GUGGENHEIM LOAN MASTER FUND, LTD.,** as a Lender  
By: Guggenheim Partners Investment Management, LLC as Manager

By: /s/ Kevin M. Robinson  
Name: Kevin M. Robinson  
Title: Attorney-in-Fact

**GUGGENHEIM STRATEGIC OPPORTUNITIES FUND,** as a Lender  
By: Guggenheim Partners Investment Management, LLC as Investment Manager

By: /s/ Kevin M. Robinson  
Name: Kevin M. Robinson  
Title: Attorney-in-Fact

**IAM NATIONAL PENSION FUND,** as a Lender  
By: Guggenheim Partners Investment Management, LLC as Adviser

By: /s/ Kevin M. Robinson  
Name: Kevin M. Robinson  
Title: Attorney-in-Fact

**INDIANA UNIVERSITY HEALTH, INC.**, as a Lender  
By: Guggenheim Partners Investment Management, LLC as Manager

By: /s/ Kevin M. Robinson  
Name: Kevin M. Robinson  
Title: Attorney-in-Fact

**THE SOCIETY INCORPORATED BY LLOYD'S ACT 1871 BY THE  
NAME OF LLOYD'S**, as a Lender  
By: Guggenheim Partners Investment Management, LLC as Investment Manager

By: /s/ Kevin M. Robinson  
Name: Kevin M. Robinson  
Title: Attorney-in-Fact

**CITY OF NEW YORK GROUP TRUST THE COMPTROLLER OF THE  
CITY OF NEW YORK**, as a Lender  
By: Guggenheim Partners Investment Management, LLC as Manager

By: /s/ Kevin M. Robinson  
Name: Kevin M. Robinson  
Title: Attorney-in-Fact

**PENSIONDANMARK  
PENSIONSFORSIKRINGSAKTIESELS-KAB**, as a Lender  
By: Guggenheim Partners Investment Management, LLC as Investment Manager

By: /s/ Kevin M. Robinson  
Name: Kevin M. Robinson  
Title: Attorney-in-Fact

**GUGGENHEIM U.S. LOAN FUND**, as a Lender  
By: Guggenheim Partners Investment Management, LLC as Investment Manager

By: /s/ Kevin M. Robinson  
Name: Kevin M. Robinson  
Title: Attorney-in-Fact

**GUGGENHEIM U.S. LOAN FUND II**, as a Lender  
By: Guggenheim Partners Investment Management, LLC as Investment Manager

By: /s/ Kevin M. Robinson  
Name: Kevin M. Robinson  
Title: Attorney-in-Fact

**GUGGENHEIM U.S. LOAN FUND III**, as a Lender  
By: Guggenheim Partners Investment Management, LLC as Investment Manager

By: /s/ Kevin M. Robinson  
Name: Kevin M. Robinson  
Title: Attorney-in-Fact

**GUGGENHEIM OPPORTUNISTIC U.S. LOAN AND BOND FUND IV**, as  
a Lender  
By: Guggenheim Partners Investment Management, LLC as Investment Manager

By: /s/ Kevin M. Robinson  
Name: Kevin M. Robinson  
Title: Attorney-in-Fact

First Amendment to Credit Agreement

---

**RENAISSANCE INVESTMENT HOLDINGS LTD.,** as a Lender  
By: Guggenheim Partners Investment Management, LLC as Manager

By: /s/ Kevin M. Robinson  
Name: Kevin M. Robinson  
Title: Attorney-in-Fact

**SHRINERS HOSPITALS FOR CHILDREN,** as a Lender  
By: Guggenheim Partners Investment Management, LLC as Manager

By: /s/ Kevin M. Robinson  
Name: Kevin M. Robinson  
Title: Attorney-in-Fact

**SONOMA COUNTY EMPLOYEES' RETIREMENT ASSOCIATION,** as a  
Lender  
By: Guggenheim Partners Investment Management, LLC as Investment Manager

By: /s/ Kevin M. Robinson  
Name: Kevin M. Robinson  
Title: Attorney-in-Fact

**SOUTH CAROLINA RETIREMENT SYSTEMS GROUP TRUST,** as a  
Lender  
By: Guggenheim Partners Investment Management, LLC as Manager

By: /s/ Kevin M. Robinson  
Name: Kevin M. Robinson  
Title: Attorney-in-Fact

**SWISS CAPITAL PRO LOAN III PLC**, as a Lender

By: Guggenheim Partners Investment Management, LLC as Investment Adviser

By: /s/ Kevin M. Robinson

Name: Kevin M. Robinson

Title: Attorney-in-Fact

**SWISS CAPITAL PRO LOAN V PLC**, as a Lender

By: Guggenheim Partners Investment Management, LLC as Investment Adviser

By: /s/ Kevin M. Robinson

Name: Kevin M. Robinson

Title: Attorney-in-Fact

**SC PRO LOAN LIMITED**, as a Lender

By: Guggenheim Partners Investment Management, LLC as Investment Adviser

By: /s/ Kevin M. Robinson

Name: Kevin M. Robinson

Title: Attorney-in-Fact

**SWISS CAPITAL PRO LOAN VIII PLC**, as a Lender

By: Guggenheim Partners Investment Management, LLC as Investment Adviser

By: /s/ Kevin M. Robinson

Name: Kevin M. Robinson

Title: Attorney-in-Fact

First Amendment to Credit Agreement

---

**CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS HEALTH AND WELFARE FUND**, as a Lender

By: Guggenheim Partners Investment Management, LLC as Investment Manager

By: /s/ Kevin M. Robinson

Name: Kevin M. Robinson

Title: Attorney-in-Fact

**VERMONT PENSION INVESTMENT COMMITTEE**, as a Lender

By: Guggenheim Partners Investment Management, LLC as Contractor

By: /s/ Kevin M. Robinson

Name: Kevin M. Robinson

Title: Attorney-in-Fact

**ZILUX SENIOR LOAN FUND**, as a Lender

By: Guggenheim Partners Investment Management, LLC as Investment Adviser

By: /s/ Kevin M. Robinson

Name: Kevin M. Robinson

Title: Attorney-in-Fact

First Amendment to Credit Agreement

---

**Sumitomo Mitsui Banking Corporation**, as a Lender

By: Guggenheim Partners Investment Management, LLC as Investment Adviser

By: /s/ Christakis Droussiotis

Name: Christakis Droussiotis

Title: Managing Director

First Amendment to Credit Agreement

---



**EXHIBIT A**

**Form of Officer's Compliance Certificate**

See attached.

---

## FORM OF OFFICER'S COMPLIANCE CERTIFICATE

Dated as of:

The undersigned, on behalf of Boot Barn Holdings, Inc., a Delaware corporation, ("Holdings"), hereby certifies, solely in his capacity as an authorized officer of Holdings and not in any individual capacity, to the Administrative Agent and the Lenders, each as defined in the Credit Agreement referred to below, as follows:

1. This certificate is delivered to you pursuant to Section 8.2 of the Credit Agreement dated as of June 29, 2015 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among Holdings, Boot Barn, Inc., a Delaware corporation (the "Borrower"), the Lenders party thereto and GCI Capital Markets LLC, as administrative agent (the "Administrative Agent"). Capitalized terms used herein and not defined herein shall have the meanings assigned thereto in the Credit Agreement.
2. I have reviewed the financial statements of Holdings and its Subsidiaries dated as of \_\_\_\_\_ and for the \_\_\_\_\_ period [ s ] then ended and such statements fairly present in all material respects the financial condition of Holdings and its Subsidiaries on a Consolidated basis as of the dates indicated and the results of their operations and cash flows for the period[s] indicated, subject to customary year-end adjustments for unaudited financial statements and the absence of footnotes from unaudited financial statements.
3. I have reviewed the terms of the Credit Agreement, and the related Loan Documents and to the best of my knowledge, no Default or an Event of Default exists as at the date of this certificate.
4. As of the date of this certificate, the Applicable Margin and calculations determining such figures are set forth on the attached Schedule 1, (1) and Holdings and its Subsidiaries are in compliance with the financial covenant contained in Section 9.13 of the Credit Agreement as shown on such Schedule 1.
5. Schedule 2 attached hereto sets forth all of the new Stores opened and all Stores closed by Borrowers during the most recently ended Fiscal Quarter.

[Signature Page Follows]

---

(1) To be in a form reasonably acceptable to the Administrative Agent.

---

WITNESS the following signature as of the day and year first written above.

**BOOT BARN, INC., as Borrower**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

First Amendment to Credit Agreement

---

Schedule 1

to

Officer's Compliance Certificate

(See attached)

---

Schedule 2

to

Officer's Compliance Certificate

(Store Openings and Closings)

---

**EXHIBIT B**

**Schedules to Collateral Agreement**

See attached.

---

SCHEDULE 3.6  
to  
Collateral Agreement

Exact Legal Name; Jurisdiction of Organization; Taxpayer Identification Number; Registered Organization Number; Mailing Address; Chief Executive Office;  
Locations of Inventory, Equipment and Fixtures; Locations of Books and Records

| <b>Exact Legal Name</b>      | <b>Jurisdiction of Organization</b> | <b>Taxpayer Identification Number, Registered Organization Number</b> | <b>Mailing Address, Chief Executive Office</b> | <b>Locations of Inventory, Equipment, Fixtures, Books, and Records</b> |
|------------------------------|-------------------------------------|---|--|--|
| Boot Barn Holdings, Inc.     | Delaware                            | 90-0776290  | 15345 Barranca Parkway, Irvine, CA 92618       | [See Attached.]  |
| Boot Barn, Inc.              | Delaware                            | [*]   | 15345 Barranca Parkway, Irvine, CA 92618       | [See Attached.]  |
| Sheplers Holding Corporation | Delaware                            | [*]   | 15345 Barranca Parkway, Irvine, CA 92618       | [See Attached.]  |
| Sheplers, Inc.               | Kansas                              | [*]   | 15345 Barranca Parkway, Irvine, CA 92618       | [See Attached.]  |

[\*] Certain Information on this page has been omitted and filed separately with the Commission. Confidential treatment has been requested with respect to the omitted portions.

---

(i) Boot Barn Holdings, Inc. and Boot Barn, Inc. Inventory Locations

1. 607 North Tustin, Orange, CA.  
Landlord: KPM Management, LLC.  
1131 Dolphin Terrace  
Corona Del Mar, CA 92625
  2. 1414 West 7th St., Upland, CA 91786.  
Landlord: The Abbey Company  
12447 Lewis Street, Unit #203  
Garden Grove, CA 92840
  3. 464 Redlands Blvd., San Bernardino, CA.  
Landlord: Le Baron Investment  
2020 E. Orangethorpe, Suite 230  
Fullerton, CA 92831
  4. 27564 Sierra Hwy, Canyon Country, CA.  
Landlord: Belmont One Investment Holdings, LLC  
c/o: Mr. Sam Yi  
One Properties  
3807 Wilshire Blvd., Ste. 850  
Los Angeles, CA 90010
  5. 3394 Tyler, Riverside, CA.  
Landlord: Dunn Family Trust Properties  
1782 Terry Lynn Lane  
Santa Ana, CA 92705
  6. 18420 Hawthorne Blvd., Torrance, CA.  
Landlord: Apollo Holdings, LLC  
15721 S. Western Avenue, Suite 320  
Gardena, CA 90247
-



7. 23762-B Mercury Road, Lake Forest, CA 92630.  
Landlord: Rockfield Showplace  
629 Camino De Los Mares, Suite 201  
San Clemente, CA 92673-1313
  8. 659 West Arrow Hwy, San Dimas, CA.  
Landlord: Kuan Jung Lin  
c/o: Tryad Properties, Inc.  
556 N. Diamond Bar Blvd., Ste.200  
Diamond Bar, CA 91765
  9. 2405 & 2305 Vista Way, Oceanside, CA 92054.  
Landlord: Kimco Realty Corporation  
3333 New Hyde Park Road  
New Hyde Park, NY 11042-0020  
Attn: Legal Department  
  
With Notice: Kimco Realty Corporation  
1631-B South Melrose Drive  
Vista, CA 92083  
Attn: Legal Department
  10. 853 Arnele Avenue, El Cajon, CA.  
Landlord: Parkway West  
c/o: The Total Office  
964 Fifth Ave., Suite 214  
San Diego, CA 92101
  11. 4411 Mercury Street, Ste. 100, San Diego, CA 92611.  
Landlord: Balboa Village LLC  
5440 Morehouse Drive, Suite 4000  
San Diego, CA 92121
  12. 27250 Madison Ave, Stes. A & B, Temecula, CA.  
Landlord: BV Properties  
2020 East Orangethorpe Ave.  
Fullerton, CA 92831
-

13. 13785 Park Avenue, Ste. G & H, Victorville, CA 92392.

Landlord: The Hesper Family Trust  
755 Via Airosa  
Santa Barbara, CA 93110

14. 43517 13th Street West, Lancaster, CA 93535.

Landlord: Avenue K Lancaster UCM/Cadence LLC  
c/o: 1<sup>st</sup> Commercial Realty Group, Inc.  
2009 Porterfield Way, Suite P  
Upland, CA 91786

15. 1340 Spring St., Paso Robles, CA.

Landlord: 1340 Spring Street, PR, CA, LLC  
The P & J Meany Family Trust  
1131 Dolphin Terrace  
Corona Del Mar, CA 92625  
Attn: Kenneth J. Meany, Trustee

16. 7265 Las Vegas Blvd South, Las Vegas, NV 89119.

Landlord: Max Finklestein  
6280 Lakeview Road  
Lenoir City, TN 37772

With Notice: Max Finkelstein  
88547 Old Highway  
Tavernier, FL 33070

17. 3462 Katella, Los Alamitos, CA.

Landlord: Coastal Commercial Inv. Holdings, LLC.  
11061 Los Alamitos Blvd.  
Los Alamitos, CA 90720

18. 7020 Topanga Canyon Blvd., Canoga Park, CA 91303.

Landlord: KPM Management, LLC.  
1131 Dolphin Terrace  
Corona Del Mar, CA 92625

---

19. 6600 Menaul NE, Albuquerque, NM.

Landlord: Coronado Center, L.L.C.  
110 North Wacker Drive  
Chicago, IL 60606  
Attn: General Counsel

20. 6322 W. Sahara, Las Vegas, NV 89146.

Landlord: West Sahara Associates  
c/o MDL Group  
3065 South Jones Blvd., Ste. 201  
Las Vegas, NV 89146

21. 4250 East Bonanza Road, Las Vegas, NV 89110.

Landlord: SET Properties  
c/o: Priority One Commercial  
4015 S. El Captain Way, Ste. 888  
Las Vegas, NV 89147

22. 3913 Buck Owens Blvd., Bakersfield, CA 93308.

Landlord: KPM Management, LLC  
1131 Dolphin Terrace  
Corona Del Mar, CA 92625

23. 12915 Monterey Road, San Martin, CA 95046.

Landlord: Helen Filice  
43 Deerfield Drive  
Scotts Valley, CA 95066

24. 331 6th Street, Turlock, CA 95380.

Landlord: Masacaja Holdings, LLC  
5213 W. Main Street  
Turlock, CA 95380  
Attn: April Dias

---

25. 101 South Broadway, Santa Maria, CA 93454.
- Landlord: Steven Susko  
419 Cherry Avenue  
Los Altos, CA 94022
26. 3320 E. Stockton Hill Road #D2, Kingman, AZ.
- Landlord: Kingman Gateway, LLC  
c/o Pacific Coast Management Group  
114 Pacifica, Ste 310  
Irvine, CA 92618
27. 4670 Central Way, Fairfield, CA 94534.
- Landlord: B & L Properties  
4630 Westamerica Drive, Suite A  
Fairfield, CA 94534-4186
28. 7909 West Campo Bello Drive, Ste 1, Glendale, AZ 85308.
- Landlord: Arrowhead Auto Center, LLC  
14465 N. 101<sup>st</sup> Street  
Scottsdale, AZ 85260
29. 1710 S. Alma School Rd., Mesa, AZ 85210.
- Landlord: KPM Management, LLC  
1131 Dolphin Terrace  
Corona Del Mar, CA 92625
30. 603 Colusa Avenue, Suites A — D, Yuba City, CA 95991.
- Landlord: John A. & Pauline R. Behel Revocable Trust  
264 Crume Drive  
Grants Pass, OR 97526
31. 4401 Granite Drive, Ste. 100, Rocklin, CA.
- Landlord: Victor Guidera Family Trust  
c/o Victor Guidera  
115 Woodmere Road  
Folsom, CA 95630
-

32. 960 6<sup>th</sup> St., Suite 104, Norco, CA 92860.  
Landlord: Liberio Realty  
1107 E. Lincoln E. Avenue, Ste. 103  
Orange, CA 92865
33. 10299 E. Stockton Blvd., Elk Grove, CA 95624-9710  
Landlord: Kelly-Moore Paint Company, Inc.  
c/o Northgate Asset Management  
4719 Quail Lake Drive, Ste G  
Stockton, CA 95207  
Attn: Felicia Cabanig
34. 1799 Retherford St., Tulare, CA 93274-0806.  
Landlord: KPM Management, LLC.  
1131 Dolphin Terrace  
Corona Del Mar, CA 92625
35. 3300 Broadway, Suite 308, Eureka, CA 95501.  
Landlord: Bay Shore Mall Partners  
c/o Rouse Properties, Inc.  
1114 Avenue of the Americas, Ste 2800  
New York, NY 10036  
Attn: General Counsel
36. 1705 Highway #273, Anderson, CA 96007.  
Landlord: Northwest Asset Management, Co.  
1343 Locust Street, Suite 203  
Walnut Creek, CA 94596
37. 285 West Shaw Avenue, Clovis, CA 93612  
Landlord: Sunflower Clovis Investors, LLC  
c/o Matteson Realty Services, Inc.  
1825 S. Grand Street, Ste. #700  
San Mateo, CA 94402
38. 2225 Plaza Parkway, Modesto, CA 95350.  
Landlord: Central Valley Associates, LP  
2222 E. Seventeenth Street  
Santa Ana, CA 92705
-

39. 1445 Santa Rosa Avenue, Suites A1-A4, Santa Rosa, CA 95405.

Landlord: Rex Strickland, Santa Rosa Center, LLC  
c/o: Keegan and Coppin Co., Inc.  
Property Management  
1355 N. Dutton Avenue, Suite 100  
Santa Rosa, CA 95401-7107

40. 1475 N. Davis Road, Salinas, CA 93907

Landlord: SIBS, a Limited Partnership  
6 Rossi Circle  
Salinas, CA 93907

41. 3345 Kietzke Lane, Reno, NV 89502.

Landlord: Elizabeth Younger  
453 Sierra Leaf Circle  
Reno, NV 89511

42. 2539 Esplanade Rd., Chico, CA 95973-1163

Landlord: The Ernest and Marie Fortino Trust  
4500 Campisi Court  
Gilroy, CA 95020

43. 2776 South 16th Avenue, Tucson, AZ.

Landlord: Gee Garden Properties, LLC.  
125 South Calle Chaparita  
Tucson, AZ 85716

44. 3719 North Oracle Road, Tucson, AZ.

Landlord: WWT Ltd. Co.  
P.O. Box 93656  
Albuquerque, NM 87199-3656

45. 6701 East Broadway, Tucson, AZ 85710.

Landlord: Alpine Chalet Apartments, LLC  
6501 E. Miramar Drive  
Tucson, AZ 85715

---

46. 284 West Mariposa, Nogales, AZ 85621.
- Landlord: Mariposa Shopping Center Investments, LP  
6007 E. Grant Rd.  
Tucson, AZ 85712
47. 242 West 32nd Street, Yuma, AZ 85364.
- Landlord: Albertson's, LLC  
250 Parkcenter Boulevard  
Boise, ID 83726  
Attn: Legal Department
48. 7321 Pav Way, Prescott Valley, AZ 86314.
- Landlord: Four Seasons Investment Company, L.L.C.  
3001 Main Street, Suite #2B  
Prescott Valley, AZ 86314
49. 700 S. Telshor, Space 1208, Las Cruces, NM 88001.
- Landlord: Mesilla Valley Mall, LLC  
P.O. Box 933873  
Atlanta, GA 31193-3873
50. 2700 South Woodlands Village Boulevard, Suite 500, Flagstaff, AZ 86001.
- Landlord: Woodland Village Shopping Center, LLC  
c/o CCA Acquisition Co., LLC  
5670 Wilshire Blvd., Ste. 1250  
Los Angeles, CA 90036
51. 1955 S. Casino Dr., Laughlin, NV 89029.
- Landlord: Priceless Outlets of Las Vegas at Laughlin, LLC  
9103 Alta Drive, Ste. 204  
Las Vegas, NV 89145
52. 4481 South White Mountain Road, Show Low, AZ 85901.
- Landlord: Twice Markets, L.L.C.  
c/o: Zell Commercial Real Estate Services, Inc.  
5343 N. 16<sup>th</sup> Street, Suite #290  
Phoenix, AZ 85016
-

53. 804 North US Highway 491, Gallup, NM.

Landlord: Gallup H&K, LLC, Gallup Shaaya, LLC, Gallup Capital, LLC  
120 El Camino Drive, Ste 206  
Beverly Hills, CA 90212

With Notice: K. Joseph Shabani  
Shabani & Shabani, LLP  
1801 Avenue of the Stars, Ste. 1035  
Los Angeles, CA 90067

54. 4250 Cerrillos Road, Santa Fe, NM 87507.

Landlord: Santa Fe Place Property Owners, LLC  
c/o Spinoso Real Estate Group  
112 Northern Concourse  
North Syracuse, NY 13212  
Attn: Legal Department

With a copy to: Landlord  
Santa Fe Place Property Owners, LLC  
c/o Santa Fe Place  
4250 Cerrillos Road  
Santa Fe, NM 87592  
Attn: General Manager

55. 4601 E. Main, Farmington, NM 87402

Landlord: Animas Valley Mall, LLC  
c/o Rouse Properties, Inc.  
1114 Avenue of the Americas, Ste. 2800  
New York, NY 10036

56. 6210 San Mateo Blvd., NE, Albuquerque, NM 87109

Landlord: S.M.P. Ltd. Co.  
P.O. Box 93656  
Albuquerque, NM 87199-3656

---



57. 1518 Capital Ave., Cheyenne, WY.  
Landlord: Intrawest Properties, Inc.  
c/o Robert C. Whittington  
219 Carter View Drive  
Cody, WY 82414
58. 4519 Frontier Mall Dr., Cheyenne, WY.  
Landlord: Corral Enterprises Partnership  
c/o Robert C. Whittington  
219 Carter View Drive  
Cody, WY 82414
59. 1625 Stampede Dr., Cody, WY.  
Landlord: Cody Building Partnership  
c/o Robert C. Whittington  
219 Carter View Drive  
Cody, WY 82414
60. 1683 Sunset Dr., Rock Springs, WY.  
Landlord: Rock Springs Building Partnership  
c/o Robert C. Whittington  
219 Carter View Drive  
Cody, WY 82414
61. 150 North Main, Sheridan, WY.  
Landlord: Madeline F. and Christoper Pope  
1508 South Wilson Avenue  
Bozeman, MT 59715
62. 3510 E. 2<sup>nd</sup> Street, Casper, WY.  
Landlord: Eastside properties, LLC  
P.O. Box 50730  
Casper, WY 82605-0730
-

63. 2610 S. Douglas Hwy, Suite 100, Gillette, WY.  
Landlord: TKG Powder Basin, LLC  
c/o TKG Management  
211 N. Stadium Blvd. Ste 201  
Columbia, MO 95203
64. 727 N. Federal, Riverton, WY.  
Landlord: John D. Prideaux  
P.O Box 20399  
Wickenburg, AZ 85358
65. 1850 Harrison Blvd., Evanston, WY.  
Landlord: David J. Moon  
P.O. Box 841  
Evanston, WY 82931
66. 840 West Broadway, Jackson, WY.  
Landlord: P&R Investments, Inc.  
c/o: A. Rodgers Everett  
P.O. Box 1083  
Jackson, WY 83001
67. 1920 E. Idaho, Elko, NV.  
Landlord: Ed Murphy or Gerry Ross  
Plaza Forty, LLC  
P.O. Box 2178  
Newport Beach, CA 92659
68. 1460 W. Winnemucca Blvd., Winnemucca, NV 89445.  
Landlord: Valley View Lafayette, LLC  
c/o The Carrington Company  
P.O. Box 1328  
Eureka, CA 95502
69. 327 South 24th Street West, Ste #1, Billings, MT 59102.  
Landlord: Gilman-Kaufman Partnership  
4415 Lewis Avenue  
Billings, MT 59106
-

70. 830 S. Camino Del Rio, Durango, CO 81310
- Landlord: Out Landish, LLC  
c/o: Rathbun Properties  
318 Diablo Road, Suite #240  
Danville, CA 94526
71. 5720 North Academy Boulevard, Colorado Springs, CO 80918
- Landlord: Kinetic Erindale Center, LL C  
c/o Hannay Realty Advisors — CO LP  
1700 Broadway, Ste. 40  
Denver, CO 80290
72. 2424 Highway 6 & 50, Grand Junction, CO 81505
- Landlord: SM Mesa Mall, LLC  
Management Office  
2424 Highway 6 and 50  
Grand Junction, CO 81505
73. 10910 Olson Drive, Suite #140, Rancho Cordova, CA 95670
- Landlord: Gardenview Estates Venture, L.P.  
c/o: Focus Commercial, Inc.  
3105 Fite Circle #106  
Sacramento, CA 95827
74. 15345 Barranca Parkway, Irvine, CA 92618 (Store Support Center)
- Landlord: The Irvine Company LLC  
550 Newport Center Drive  
Newport Beach, CA 92660
75. 4414 South College Avenue, Fort Collins, CO 80525
- Landlord: Generation H One and Two Limited Partnership  
Post Office Box 272546  
Fort Collins, CO 80527
-

76. 2221 NE 3rd Street, Bend, OR

Landlord: 2221 LLC  
c/o Mont West  
16002 Hwy 129  
Asotin, WA 99402

77. 3429 Dillion Drive, Pueblo, CO 81008

Landlord: Renaissance Partners, LLC  
900 North Michigan Avenue  
14th Floor  
Chicago, Illinois 60611

With Notice: c/o : Jones Lang LaSalle Americas, Inc.  
200 E. Randolph  
Chicago, IL 60601  
Attn : Real Estate Notices (CSA)

78. 840 Biddle Road, Medford, OR 97504

Landlord: Bear Creek Ventures LLC  
c/o: Joleene Larson  
8220 W. Gage Blvd., Ste 167  
Kennewick, WA 99336

79. 1108 NW Frontage Road, Troutdale, OR 97060

Landlord: The Melton Family Trust  
Jerrold and Patricia Melton, Trustees  
21600 NE 192<sup>nd</sup> Avenue  
Battle Ground, WA 98604

80. 5352 South Freeway Park Drive, Riverdale, UT 84405

Landlord: CC Freeway Park, LC  
c/o The Boyer Company, LC  
101 South 200 East, Ste. 200  
Salt Lake City, UT 84111

81. 1175 Addison Avenue East, Twin Falls, Idaho 83301

Landlord: Blue Lakes Marketplace 5 Points, LLC  
c/o Bonneville Realty Management  
8522 South 1300 East, Ste. D203  
Sandy, Utah, 84094  
Attn: Jared V. Smart

---

82. 8525 W. Franklin Road, Boise, ID 83709
- Landlord: Franklin Towne Plaza, LLC  
855 W. Broad Street, Ste. 300  
Boise, ID 83702  
Attn: Legal Department
83. 1008 Cumberland Center Blvd., Lebanon, TN 37087
- Landlord: J.D. Eatherly  
1720 West End Avenue, Ste 600  
Nashville, TN 37203
84. 1681 3<sup>rd</sup> Avenue West Unit 9, Dickinson, ND 58601
- Landlord: GPCME LLC  
c/o Great Plains Clinic Medical Enterprises, LLC  
1681 3<sup>rd</sup> Avenue West  
Dickinson, ND 58601  
Attn: Mark Grove
85. 1183 Eglin Street, Rapid City, SD 57701
- Landlord: CPP Rushmore II, LLC  
c/o Columbus Pacific Properties, Ltd.  
429 Santa Monica Blvd., Ste 600  
Santa Monica, CA 90401
- With Notice: Midland Atlantic Development Company  
8044 Montgomery Road, Ste 710  
Cincinnati, OH 45236  
Attn: Property Administration
86. 51027 Hwy 6, Ste 200, Glenwood Springs, CO
- Landlord: Wood King LLLP  
51027 Hwy 6 & 24, Ste 145  
Glenwood Springs, CO 81601
87. 2230 N.W. 10 Street, Ocala, FL 34475
- Landlord: Free as a Bird, LLC  
2166 NW 10<sup>th</sup> Street  
Ocala, FL 34475  
Attn: Carmen Murvin
88. 240 Long Hollow Pike, Goodlettsville, TN
- Landlord: J.D. Eatherly  
1720 West End Avenue, Ste 600  
Nashville, TN 37203
89. Mall of America, 386 N. Garden, Ste. #N386, Bloomington, MN
- Landlord: MOAC MALL HOLDINGS, LLC  
60 East Broadway,  
Bloomington, MN 55425
90. 3443 SW Williston Road, Gainesville, FL 32608
- Landlord: Carmen G. Murvin  
2166 NW 10<sup>th</sup> Street  
Ocala, FL 34475
-

91. Gurnee Mills Mall, 6170 West Grand Avenue, Gurnee, IL 60031
- Landlord: Mall at Gurnee Mills, LLC  
c/o Simon Property Group, Inc.  
225 West Washington Street  
Indianapolis, IN 46204
92. Kirkwood Mall, 635 Kirkwood Mall, Bismarck, ND 58504
- Landlord: Kirkwood Mall Acquisition, LLC  
NW 6227, PO Box 1450  
Minneapolis, MN 55485
93. North Park Mall, 320 West Kimberly Rd, Ste. 206, Davenport, IA
- Landlord: North Park Mall, LLC  
401 Wilshire Blvd, Ste 700  
Santa Monica, CA 90401  
Attn: Legal Department
94. Valley West Mall, 1551 Valley West Dr. #187, Des Moines, IA
- Landlord: Valley West, DM, LP  
c/o Watson Center, Inc.  
3100 West Lake Street, Ste 215  
Minneapolis, MN 55416
95. 249 Blanding Blvd., Orange Park, FL 32073
- Landlord: Larsen Properties, LLC  
2166 NW 10<sup>th</sup> Street  
Ocala, FL 34475  
Attn: Carmen G. Murvin
96. West Acres Mall, 3902 13<sup>th</sup> Avenue SW, #301D, Fargo, ND
- Landlord: West Acres Development, LLP.  
3902 13<sup>th</sup> Avenue S, Ste 3717  
Fargo, ND 58103
97. 3120 North Oak Street Extension, Valdosta, GA 31605
- Landlord: Boot Hill Western Wear, Inc.  
c/o Windy Hill, Inc.  
8170 Highway 122 West  
Hahira, GA 31632
98. Columbia Mall, 2800 S. Columbia Rd., Grand Forks, ND
- Landlord: Columbia Grand Forks, LLP  
c/o GK Development, Inc.  
257 Main Street, Ste. 100  
Barrington, IL 60010
-

99. Crossroad Center, 4201 Division St. W., St. Cloud, MN
- Landlord: St. Cloud, LLC  
General Growth Properties, Inc  
110 Wacker Drive  
Chicago, IL 60606  
Attn: Legal Department
100. Southern Hills Mall, 4400 Sergeant Rd., #116, Sioux City, IA
- Landlord: SM Southern Hills Mall, LLC  
Hubbell Property Management, LLC  
c/o CBRE Inc.  
8080 Park Lane, Ste 800  
Dallas, TX 75231
101. 1208 20<sup>th</sup> Avenue SW, Ste 10, Minot, ND 58701
- Landlord: Dakota UPREIT  
3003 32<sup>nd</sup> Avenue. S, Ste 250  
Fargo, ND 58103
- With Notice: SMC Property Management  
1408 20<sup>th</sup> Avenue SW., Ste 10  
Minot, ND 58701
102. 4067 Commonwealth Avenue, Eau Claire, WI 54701
- Landlord: Health Eau Claire, LLC  
3112 Golf Road  
Eau Claire, WI 54701  
Attn: Jon J. Munger
103. Eastland Mall, 800 N. Green River Road, #452, Evansville, IN
- Landlord: SM Eastland Mall, LLC  
c/o The Macerich Company  
401 Wilshire Blvd., Ste. 700  
Santa Monica, CA 90401
104. 8105 Moores Lane, Ste 205, Brentwood, TN 37027
- Landlord: Gateway Kentfield, Inc.  
c/o Boyle Investment Company  
7100 Executive Center Drive, Ste 150  
Brentwood, TN 37027  
Attn: Logan Hughes
- With a copy to: Gateway Kentfield, Inc.  
c/o Boyle Investment Company  
150 Fourth Avenue North, Ste. 110  
Nashville, TN 37219  
Attn: Teressa Broander
105. 3134 North 11<sup>th</sup> Street, Bismarck, ND 58503
- Landlord: Henry A. Albers  
3200 Winnipeg Drive  
Bismarck, ND 58503
-

106. 2805 W. 41<sup>st</sup> Street, Sioux Falls, SD
- Landlord: Plaza 41, LLC  
c/o Solutions Property Management, LLC  
517 West 22<sup>nd</sup> Street  
Sioux Falls, South Dakota, 57105
107. Opry Mills Mall, 405 Opry Mills Drive, Nashville, TN 37214
- Landlord: Opry Mills Mall, LP  
c/o Simon Property Group  
225 West Washington Street  
Indianapolis, IN 46204
108. 7940 Lyles Lane NW, Concord, NC 28027
- Landlord: Washington Prime Group, L.P.  
180 East Broad Street, 21<sup>st</sup> Floor  
Columbus, OH 43215
109. 2431 E. Colorado Blvd., Spearfish, SD 57783
- Landlord: Aaron Bomgaars
- Fifth Generation Investments, LLC  
1805 Zenith Drive  
Sioux City, Iowa 51103
110. 10203 Birchridge, Suite 500, Humble, Texas 77338
- Landlord: Deerbrook Point, L.P., PAL Realty, Inc.  
24080 Highway 59 North  
Suite 200  
Kingwood, TX 77339
111. 10203 Birchridge, 2nd Floor, Humble, Texas 77338
- Landlord: Deerbrook Point, L.P., PAL Realty, Inc.  
24080 Highway 59 North  
Suite 200  
Kingwood, TX 77339
112. 4600 South Medford Drive, Suite 1000, Lufkin, Texas 75901
- Landlord: CC Investors 1996-1  
P. O. Box 10324  
Pittsburgh, PA 15332  
Attn: Daniel G. Kamin
113. 2309 Highway 79 South, Henderson, Texas 75654
- Landlord: Henderson Plaza Realty LP  
c/o ORDA Corp.  
15400 Knoll Trail, Suite 350  
Dallas, TX 75248
-



114. 620 Pan American Drive Livingston, Texas 77351
- Landlord: Don C. and Annita Baskin d/b/a Baskin's Rent Properties  
P. O. Box 244  
Livingston, TX 77351
115. Suite #4, 3801 North Street, Nacogdoches, Texas 75961
- Landlord: Northview Plaza II Joint Venture  
c/o Gregory Commercial, Inc.  
P. O. Box 7084  
Dallas, TX 75209
116. 4530 South Broadway, Tyler, Texas 75703
- Landlord: Lasater's French Quarter Partnership  
P. O. Box 1640  
Mason, TX 76856
117. 1001 Main Street, Liberty, Texas 77575
- Landlord: PELCO Properties, Inc.  
P. O. Box 68  
Dayton, TX 77535
118. 118 Col. Etheredge, Blvd., Huntsville, Texas 77340
- Landlord: Don C. and Annita Baskin d/b/a Baskin's Rent Properties  
P. O. Box 244  
Livingston, TX 77351
119. 1300 Pinecrest Drive East, Marshall, Texas 75670
- Landlord: Marshall Mall Investors, L.P.  
1300 E. Pinecrest Dr., Suite 120  
Marshall, TX 75670
120. 327 S. Wheeler St., Jasper, Texas 75951
- Landlord: Sequin Affordable Housing, L.P.  
Attn: Todd Routh  
11701 Bee Caves Road, Ste. 122  
Austin, TX 78738
121. 725 E. Villa Maria, Suite 4700, Bryan, Texas, 77802
- Landlord: Tejas Center, Ltd.  
c/o Stalworth Corporation  
1700 George Bush Dr., East, Ste. 240  
College Station, TX 77840
-

122. 1908 N. Frazier St., Conroe, Texas 77301
- Landlord: CSW Conroe, LLC  
Attn: LATIPAC Commercial  
2711 W. Anderson Lane, Ste. 200  
Austin, TX 78757
123. 3445 Gulf Freeway, Dickinson, Texas 77539
- Landlord: Dixie Partners II, L.P.  
P. O. Box 270874  
Flower Mound, TX 75027
124. 2419 Gilmer Road, Longview, Texas 75604
- Landlord: Gilmer Road Associates  
P. O. Box 3449  
Longview, TX 75606
125. 28000 Southwest Fwy, Rosenberg, Texas 77471
- Landlord: Clay Group Properties  
12338 Mally Meadow Lane  
Sugarland, TX 77478  
Attn: Bobby Patel
126. 120 Hwy 332 W 3, Lake Jackson, Texas 77566
- Landlord: Brazos Square, LP  
577 Winding Madrone Trail  
Blanco, TX 78606
127. 3201 North Hwy 75 Suite 102, Sherman, Texas 75090
- Landlord: 75/82 Sherman Crossing, Ltd.  
c/o Quine & Associates  
301 S. Sherman Street, Ste 100  
Richardson, TX 75081
128. 4123 Gibson Road, Texarkana, Texas 75503
- Landlord: Deepwater Creek Texarkana, L.P.  
3444 Summerhill Road  
Texarkana, TX 75503
129. 1220 Airline Road, Corpus Christi, Texas 78412
- Landlord: MSW Promenade, L.P.  
c/o Eagle Equity  
5420 LBJ Freeway, Ste. 570  
Dallas, TX 75240  
Attn: Michael A, Hershmann
-

130. 240 N. New Road, Waco, Texas 76710
- Landlord: S&W-AL, LLC  
1001 West Loop South #600  
Houston, TX 77027-9082
131. 8154 Agora Parkway, Suite 100, Live Oak, Texas 78233
- Landlord: Rose Forum Associates, L.P.  
c/o AVR Realty Company LLC  
1 Executive Boulevard  
Yonkers, NY 10701
132. 1131 N. Bureson Blvd., Bureson, Texas 76028
- Landlord: EE Bureson, L.P.  
c/o Kimco Realty Corporation  
P. O. Box 5020  
New Hyde Park, NY 11042
133. 2990 East Prien Lake Road, Lake Charles, Louisiana 70615
- Landlord: TSN Realty, LLC  
c/o David B. Rubin  
185 Canfield Drive  
Stamford, CT 06902
134. 3111 Midwestern Parkway, Sikes Senter Mall, Wichita Falls, Texas 76308
- Landlord: Sikes Senter, LLC  
c/o Rouse Properties, Inc.  
1114 Avenue of the Americas, Ste. 2800  
New York, NY 10036-7703  
Attn: General Counsel
135. Space No. 6501, Alexandria Mall, 3437 Masonic Drive, Alexandria, Louisiana 71301
- Landlord: Alexandria Main Mall LLC  
c/o Radiant Partners, LLC  
145 West 45<sup>th</sup> Street, 10<sup>th</sup> floor  
New York, NY 10036  
Attn: Daniel Friedman
136. 10533 South Mall Drive, Baton Rouge, Louisiana 70809
- Landlord: Siegen Lane Properties LLC  
c/o Olshan Properties, Inc.  
5500 New Albany Road, East, Ste. 301  
New Albany, OH 43054
-

137. 3320 Ambassador Caffery Parkway, Lafayette, Louisiana 70502
- Landlord: Ambassador Way Associates, LP  
c/o Fidelis Realty Partners, Ltd.  
4500 Bissonnet, Ste. 300  
Bellaire, TX 77401
138. 9795 FM 1960, Humble, Texas 77338
- Landlord: Randall's Food and Drugs, LP  
3663 Briarpark  
Houston, TX 77042
- With a copy to: Albertson Companies/PDA #5991-03  
20427 N. 27th Avenue  
Phoenix, AZ 85027
139. 24421 Katy Freeway, Katy, Texas 77494
- Landlord: Bluecap, Ltd  
c/o O. N. Baker  
8554 Katy Freeway, Suite 301  
Houston, TX 77024
140. 6550 Garth Rd., Baytown, Texas 77521
- Landlord: AREP Baytown II Partners, LP  
7880 San Felipe Street, Ste 120  
Houston, TX 77063
141. 127 NorthShore Blvd, Suite 2, Slidell, Louisiana 70460
- Landlord: RCG — Slidell, LLC  
3060 Peachtree Road, Ste. 400  
Atlantic, GA 30305  
Attn: Property Manager
142. Rayzor Ranch Marketplace, Denton, Texas
- Landlord: Rayzor Ranch Marketplace Associates, LLC  
c/o Fidelis Realty Partners  
4500 Bissonnet Street, Ste 300  
Bellaire, TX 77401  
Attn: General Counsel
- With a copy to: Rayzor Ranch Marketplace Associates, LLC  
5207 McKinney Avenue, Ste. 22  
Dallas, TX 75205  
Attn: Rick Coe
143. 1951 South 25<sup>th</sup> East, Ammon, ID 83406
- Landlord: Ammon Properties, L.C.  
c/o: Woodbury Corporation  
2733 E. Parleys Way, Ste. 300  
Salt Lake City, UT 84109
-

144. 3666 Brooks Street, Missoula, MT 59801

Landlord: UT Missoula L.L.C.  
c/o: Woodbury Corporation  
2733 E. Parleys Way, Ste. 300  
Salt Lake City, UT 84109

145. 8698 East Raintree Drive, Scottsdale, AZ 85260

Landlord: Umbral 2, LLC  
4590 MacArthur Blvd., 5<sup>th</sup> Floor  
Newport Beach, CA 92660

146. 2651 W. 29<sup>th</sup> Street, Greeley, CO 80631

Landlord: Gerry & Monica Schwarzblatt Trust  
9454 Wilshire Blvd., Ste 207  
Beverly Hills, CA 90210  
Attn: Gerhard Schwarzblatt

147. 2020 Gunbarrel Road, Chattanooga, TN 37421

Landlord: Robert F. Myer, COO  
Hamilton Village Station, LLC.  
11501 Northlake Drive  
Cincinnati, Ohio 45249

With a copy to: Lease Administration Department  
Phillips Edison & Company, Ltd.  
11501 Northlake Drive  
Cincinnati, Ohio 45249

148. Fallschase Shopping Center, Tallahassee, FL 32317

Landlord: CPP Fallschase II, LLC  
c/o: Lormax Stern Development Company, LLC  
38500 Woodward Avenue, Ste. 200  
Bloomfield Hills, MI 48304

149. 915 W. Main Street, Bozeman, MT 59715

Landlord: West Coast Highway, LLC  
c/o Debra Barlow  
31351 Rancho Viejo Road, Ste 105  
San Juan Capistrano, CA 92675161.

150. 1010 NE Coronado Drive, Blue Springs, MO 64014

Landlord: Blue Springs Partners, LP  
c/o: RED Development  
Lighton Tower  
7500 College Blvd., Ste. 750  
Overland Park, KS 66210  
Attn: Property Manager

---

151. 14384 Lincoln Street, Thornton, CO 80023

Landlord: Thornton Development, L.L.C.  
c/o: Staenberg Group, Inc.  
2127 Innerbelt Business Center Drive, Ste. 310  
St. Louis, MO 63114

152. 2200 War Admiral Way, Lexington, KY 40509

Landlord: War Admiral Place, LLC  
P.O. Box 12128  
Lexington, KY 40509  
Attn: Patrick W. Madden

With notice to: War Admiral Place, LLC  
2517 Sir Barton Way  
Lexington, KY 40509  
Attn: Patrick W. Madden

153. 65 Treeline Road, Kalispell, MT 59901

Landlord: TKG Spring Prairie Development Three, LLC  
c/o TKG Management, Inc.  
211 N. Stadium Blvd., Ste 201  
Columbia, Missouri 65233

With a copy to: TKG Spring Prairie Development Three, LLC  
c/o TKG Management, Inc.  
211 N. Stadium Blvd., Ste 201  
Columbia, Missouri 65233  
Attn: General Counsel

154. 17815 La Cantera Parkway, San Antonio, TX

Landlord: Hines Global REIT San Antonio Retail I LP  
c/o The Rim Management  
17503 La Cantera Parkway, Ste 104  
San Antonio, TX 78257

155. 318 Broadway, Nashville, TN 37201

Landlord: Love's Broadway Boots, LLC  
256 Worth Avenue, Ste. 200

156. 2315 Summa Drive, Ste. 1C, Las Vegas, NV 37201

Landlord: The Shops at Summerlin South, LP  
c/o The Howard Hughes Corporation  
One Galleria Tower, 22<sup>nd</sup> Floor  
13355 Noel Road  
Dallas, TX 75240  
Attn: General Counsel

With a copy to: The Shops at Summerlin South, LP  
10801 West Charleston Blvd.  
Las Vegas, NV 89135  
Attn: Legal Department

---

157. 152 Stratford Commons Court, Suite. 05, Winston-Salem, NC 27103

Landlord: Brixmor GA Stratford Commons, LP  
c/o Brixmor Property Group  
450 Lexington Avenue, 13th Floor  
New York, NY 10170  
Attn: Office of General Counsel

With a copy to: Brixmor GA Stratford Commons, LP  
c/o Brixmor Property Group  
3440 Preston Ridge Road  
Building IV, Suite 425  
Alpharetta, GA 30005  
Attn: Vice President of Legal Services

158. 3310 West Shaw Avenue, Suite 02A, Fresno, CA 93711

Landlord: Brixmor Arbor Faire Owner, LP  
c/o Brixmor Property Group  
450 Lexington Avenue, 13th Floor  
New York, NY 10170  
Attn: Office of General Counsel

With a copy to: Brixmor Arbor Faire Owner, LP  
c/o Brixmor Property Group  
40 Skokie Blvd., Ste 600  
Northbrook, IL 60062  
Attn: Vice President of Legal Services

159. 1000 Commerce Avenue, Suite 0500, Atwater, CA 95301

Landlord: BRE Throne Applegate Ranch, LLC  
c/o Brixmor Property Group  
450 Lexington Avenue, 13th Floor  
New York, NY 10170  
Attn: Office of General Counsel

With a copy to: BRE Throne Applegate Ranch, LLC  
c/o Brixmor Property Group  
40 Skokie Blvd., Ste 600  
Northbrook, IL 60062  
Attn: Vice President of Legal Services

160. Alamance Crossing West Shopping Center

University Drive & I-85, Burlington, NC.

Landlord: Alamance Crossing II, LLC  
c/o CBL & Associate Management, Inc.  
CBL Center, Suite 500  
2030 Hamilton Place Blvd.  
Chattanooga, TN 37421-6000

---

161. 25895 Highway 290, Cypress, TX 77429

Landlord: Cypress Towne Center, Ltd.  
8555 Westheimer Road  
Houston, TX 77063

162. U.S. 11W & Interstate 81, Bristol, TN 37620

Landlord: Pinnacle North, LLC  
601 State Street, 6<sup>th</sup> Floor  
Bristol, VA 24201  
Attn: Mr. Steve Johnson

With a copy to: Hartman Simons & Wood LLLP  
6400 Powers Ferry Road NW  
Suite #400  
Atlanta, GA 30339  
Attn: Jeremy D. Cohen

163. 15185 W. 119<sup>th</sup> Street, Olathe, KS 66002

Landlord: M-III Olathe Station Property, LLC  
c/o Mariner Real Estate Management, LLC.  
4601 College Blvd., Ste 350  
Leawood, KS 66211  
Attn: President

With a copy to: M-III Olathe Station Property, LLC  
c/o Legacy Asset Management, LLC  
4717 Central Street  
Kansas City, MO 64112

With a copy to: Daspin & Aument, LLP  
227 West Monroe Street, Ste 3500  
Chicago, IL 60606  
Attn: Nicole Rudman Brown

164. 3103 W. Highway 74, Monroe, NC 44648

Landlord: IA Monroe Poplin, LLC  
c/o InvenTrust Property Mgmt, LLC  
2809 Butterfield Road  
Oak Brook, IL 60523

With a copy to: Inland American  
Monroe Poplin, LLC  
2901 Butterfield Road  
Oak Brook, IL 60523

---



165. 2625 Scottsville Road, Bowling Green, KY 42104

Landlord: Greenwood Mall, LLC  
c/o Greenwood Mall  
110 N. Wacker Drive  
Chicago, IL 60606  
Attn: Law/Lease Administration Dept.

With a copy to: Greenwood Mall  
2625 Scottsville Road  
Bowling Green, KY 42104  
Attn: General Manager

166. 1991 West Highway 40, Vernal, UT 84078

Landlord: Gardner Towne Center, LLC  
201 South Main Street, Ste 2000  
Salt Lake City, UT 84111  
Attn: Rulon C. Gardner

167. 211 Rolling Hills Circle, Easley, SC 29640

Landlord: Easley Commons Retail Associates LLC  
1765 Merriman Road  
Akron, OH 44313

With a copy to: Easley Commons Retail Associates, LLC.  
c/o Riverview Management  
1765 Merriman Road  
Akron, OH 44313

168. 4501 Outer Loop Drive, Louisville, KY 40219

Landlord: Weingarten Realty Investors  
P.O. Box 301074  
Houston, TX 77303-1074  
Weingarten Realty Investors  
2600 Citadel Plaza Drive, Ste 125  
Houston, TX 77008

169. 640 Centerview Blvd., Ste. 120, Kissimmee, FL 34741

Landlord: HUH DI/OCP Crosslands, LLC  
c/o O'Connor Property Management  
240 Royal Palm Way, 2<sup>nd</sup> Floor  
Palm Beach, FL 33480

With a copy to: Osceola Crossing Owner, LLC  
14901 S. Orange Blossom Trail  
Orlando, FL 32827  
Attn: General Counsel

With a copy to: Hartman Simons & Wood LLP  
6400 Powers Ferry Road NW, Ste 400  
Atlanta, GA 30339  
Attn: Laura B. Kurlander

---

170. 6360 S. Parker Road, #5, Aurora, CO 80016

Landlord: Arapahoe Crossing LP  
c/o Brixmor Property Group  
450 Lexington Avenue, 13<sup>th</sup> Fl  
New York, NY 10170  
Attn: Office of General Counsel

With a copy to: Arapahoe Crossing LP  
c/o Brixmor Property Group  
40 Skokie Blvd., Ste 600  
Northbrook, IL 60062  
Attn: Vice President of Legal Services

171. Polaris Pointe Shops, Colorado Springs, CO 80921

Landlord: Executive Companies  
13540 Meadowgrass Drive, Ste 200  
Colorado Springs, CO 80921  
Attn: Gary Erickson

172. 195 W. Esplanade Drive, Oxnard, CA 93036

Landlord: California Property Owner I, LLC  
c/o Brixmor Property Group  
450 Lexington Avenue, 13<sup>th</sup> Fl  
New York, NY 10170  
Attn: Office of General Counsel

With a copy to: California Property Owner I, LLC  
c/o Brixmor Property Group  
40 Skokie Blvd., Ste 600  
Northbrook, IL 60062  
Attn: Vice President of Legal Services

173. The Shoppes at Southport West, Omaha, NE

Landlord: CBRE Mega  
c/o CBRE Mega  
11213 Davenport Street, Ste. 300  
Omaha, NE 68154

174. The Marketplace, Council Bluffs, IA

Landlord: Legacy CB, LLC  
c/o Red Legacy, LLC  
4717 Central Street  
Kansas City, MO 64112  
Attn: Legal

With a copy to: The Katz Law Firm  
  
7227 Metcalf Avenue, 2<sup>nd</sup> Fl  
Overland Park, KS 66204  
Richard B. Katz

175. Glade Park Shopping Center, Euless, TX

Landlord: Glade Inline I, LLC  
6723 Weaver Road, Ste 108  
Rockford, IL 61114  
Attn: Zack Knutson

---

176. Four Corners Shopping Center, Tomball, TX

Landlord: BK 2920, Ltd.  
3700 Buffalo Speedway, Ste. 1020  
Houston, TX 77098

177. 1268 S. Hoover Street, Longmont, CO 80501

Landlord: D.D. Dunlap Companies  
16897 Algonquin, Suite A  
Huntington Beach, CA 92649

178. 600 Ed Noble Parkway, Norman, OK 73072

Landlord: Gemini Parkway Plaza, LLC  
c/o Woodmont Company  
2100 W. 7<sup>th</sup> Street  
Forth Worth, TX 76107

179. 5080 Richmond Avenue (Galleria), Houston, TX 77056

Landlord: POR LP NOTICES  
5177 Richmond Avenue, Ste 610  
Houston, TX 77056

180. 10515 Katy Freeway (I-10), Houston, TX 77024

Landlord: Jim R. Smith  
1400 Post Oak Blvd., Ste. 650  
Houston, TX 77056

181. 420 Congaree Rd., Greenville, SC 29607

Landlord: H & H Properties II, LLC  
2701 Colgate Road, Ste 300  
Charlotte, NC 28211

182. 6420 Eastex Freeway, Beaumont, TX 77708

Landlord: D & F Realty Partners, LLC  
c/o Fertitta Realty, Inc.  
P.O. Box 12400  
Beaumont, TX 77726

183. 2727 Iowa Street, Lawrence, KS 66046

Landlord: TMD Iowa, LLC c/o  
Inland Comm. Real Estate Svcs, LLC/ Bldg #75048  
2901 Butterfield Road  
Oak Brook, IL 60523  
Attn: Senior Vice President/Property Management

---

184. 8353 N. Booth Avenue, Kansas City, MO 64158

Landlord: SCV Retail LLC  
c/o U.S. Federal Properties Co., LLC  
4706 Broadway, Ste 240  
Kansas City, MO 64112  
Attn: Director Property Management

185. 19380 Interstate 45, Spring, TX 77373

Landlord: Cypresswood Partners, LTD.  
c/o Huntington Properties, Ltd.  
109 N. Post Oak Lane, Ste 550  
Houston, TX 77024

186. 6590 Youree Drive, Shreveport, LA 71105

Landlord: Bayou Walk, LLC  
c/o Crimson Capital, LLC  
489 Riverview Drive  
Totowa, NJ 07512  
Attn: Joseph Prestifilippo

187. 10020 Coors Bypass NW, Albuquerque, NM 87114

Landlord: Sanford Albuquerque Property, LLC  
c/o NAI Maestas & Ward Property Management  
P.O. Box 91090  
Albuquerque, NM 87199

With a copy to: Sanford Albuquerque Property, LLC  
108 Lugar De Oro Street  
Santa Fe, NM 87501  
Attn: Andrew Sanford

188. 11251 Beech Avenue, Fontana, CA

Landlord: Teachers Insurance and Annuity Assn of America  
730 Third Avenue  
New York, NY 10017

With a copy to: JLL  
3281 E. Guasti Road, Ste 850  
Ontario, CA 91761

189. 7800 Rivers Avenue, Ste 1930, North Charleston, SC 29408

Landlord: Hawthorne North Rivers, LLC  
300 Providence Road, Ste. 105  
Charlotte, NC 28207  
Attn: Asset Manager

---

190. 5641 Lone Tree Way, Ste. 101, Brentwood, CA 94515

Landlord: Donahue Schriber Realty Group, L.P.  
200 East Baker Street, Ste. 100  
Costa Mesa, CA 92626  
Attn: Property Manager

With a copy to: Donahue Schriber  
3501 Del Paso Road, Ste. 100  
Sacramento, CA 95835  
Attn: Property Manager

191. 464 N. Hwy 27/441, Lady Lake, FL 32159

Landlord: SRK Lady Lake 43 Associates, LLC  
c/o Benchmark Management Corporation  
4053 Maple Road  
Amherst, NY 14226  
Attn: Director of Leasing

192. 2770 Reynolds Ranch Pkwy, Lodi, CA 95240

Landlord: Sandpiper Pennebaker Group, LLC  
1420 Mills Avenue, Ste M  
Lodi, CA 95242

193. 2280 W. Warm Springs Road, Las Vegas, NV 89119

Landlord: DJT Enterprises  
3900 Paradise Road, Ste. 111  
Las Vegas, NV 89109  
Attn: Daniel Tuntland

194. 858 Dawsonville Hwy, Gainesville, GA 30501

Landlord: Freeway Associates, LLC  
c/o Selig Enterprises, Inc.  
1100 Spring Street, Ste. 550  
Atlanta, GA 30309-2848

---

195. 10105 West McDowell Road, Avondale, AZ 85392

Landlord: Lot 7 Gateway, LLC  
2980 E. Northern Avenue, Ste. A  
Phoenix, AZ 85028  
Attn: Joe Walters

196. 5606 Sprague Avenue, Spokane Valley, WA 99212

Landlord: Central Sprague Realty, LLC  
Leavitt Capital Companies  
717 W. Sprague Avenue, Ste. 802  
Spokane, WA 99201  
Attn: Aaron Lake

With a copy to: Lukins & Annis, P.S.  
717 W. Sprague Avenue, Ste. 1600  
Spokane, WA 99201  
Attn: Joe. A. Romberg

197. 1905B Edwards Lake Rd, Birmingham, AL 35235

Landlord: OA Partners, LLC  
10 Harris Court, Ste. B-1  
Monterey, CA 93940  
Attn: Sherry Peverini

With a copy to: Miller Starr Regalia  
1331 N. California, Fifth Floor  
Walnut Creek, CA 94546  
Attn: Chad Gallagher

198. 12030 East Freeway, Houston, TX 77029

Landlord: BK FED EAST, LTD  
c/o Baker Katz  
3700 Buffalo Speedway, Ste. 1020  
Houston, TX 77098  
Attn: Jason Lax

---

199. 5920 SW Huntoon Street, Topeka, KS 66604

Landlord: WBB, LLC  
1707 W. Waterfront Parkway  
Wichita, KS 67206  
Attn: Lease Administrator

200. 3406 Adventure Lane, Kodak, TN 37764

Landlord: Hickory Hills Properties  
P.O. Box 5707  
Sevierville, TN 37864  
Attn: Gary A. Helton

201. 1775 Vann Drive, Jackson, TN 38305

Landlord: Columns Development Partners  
c/o Gary A. Taylor Investment Co.  
2574 Christmasville Cove, Ste. H  
Jackson, TN 38305  
Attn: Gary A. Taylor, Managing Partners

202. 523 E. Lewis & Clark Pkwy, Clarksville, IN 47129

Landlord: CBRE, Inc. as court Appointed  
Receiver for LaPlace Indiana, LLC  
8500 Keystone Crossing, Ste. 170  
Indianapolis, IN 46240  
Attn: Scott M. Gray

203. 888 West Second Street, Calexico, Ca 92231

Landlord: Gran Plaza, L.P.  
c/o Excel Property Management Services, Inc.  
9034 W. Sunset Blvd.  
West Hollywood, CA 90069

From time to time certain equipment, including, without limitation, motor vehicles and computers, may be offsite in the ordinary course of business.

---

(ii) Sheplers Holding Corporation and Sheplers, Inc. Locations

**Location Name**

**Wichita - Store No. 301**

6501 West Kellogg Street  
Wichita, Kansas 67209-2211  
Landlord: SHEP (KS-OK) QRS 16-113, Inc.

**Oklahoma City - Store No. 302**

812 South Meridian Avenue  
Oklahoma City, Oklahoma 73108-1604  
Landlord: SHEP (KS-OK) QRS 16-113, Inc.

**Englewood - Store No. 304**

8500 East Orchard Road  
Greenwood Village, Colorado 80111-5012  
Landlord: C2 H2 Limited

**Frisco- Store No. 306**

8549 Gaylord Parkway, Suite 100  
Frisco, Texas 75034  
Landlord: BRE Retail Residual Owner 1 LLC

**Northglenn- Store No. 310**

10300 Bannock Street  
Northglenn, Colorado 80260-6067  
Landlord: W.R. Grace

**Austin — Cap. Plaza - Store No. 353**

Capital Plaza  
5415B North IH-35  
Austin, Texas 78723  
Landlord: Cencor Realty Services

**Location Name**

**Orlando - Store No. 334**

5250 International Drive, Space E5  
Orlando, Florida 32819  
Landlord: FB Orlando Acquisition Company, LLC

**Riverview- Store No. 336**

Mesa Riverview  
829 N Dobson Road  
Mesa, Arizona 85201-7585  
Landlord: DeRito/Kimco

**Arlington - Store No. 305**

2500 East Centennial Drive  
Arlington, Texas 76011-6611  
Landlord: Maymie Bros (Building) /W.R. Grace (Land)

**San Antonio- Store No. 309**

6201 N.W. Loop 410  
San Antonio, Texas 78238-3303  
Landlord: Ingram 410, LLC

**Mesquite- Store No 311**

18500 Lyndon B Johnson Freeway  
Mesquite, Texas 75150-5626  
Landlord: The Rockola Corp

**Austin — Southpark - Store No. 354**

Southpark Meadows  
9900 South IH-35, Building B  
Austin, Texas 78748  
Landlord: Harbert Rainier SouthPark Meadows, LLC

---



**McAllen, TX- Store No. 355**

507 West Expressway 83  
McAllen, Texas 78503  
Landlord: Daniel G Kamin McAllen LLC

**San Antonio - Brooks- Store No. 357**

3127 SE Military Dr, Suite 121  
San Antonio, Texas 78223  
Landlord: IA Management, LLC

**Lubbock- Store No. 359**

South Plains Mall - D27  
6002 Slide Road  
Lubbock, Texas 79414  
Landlord: Macerich South Plains LP

**Dallas- Store No. 362**

5850 LBJ Freeway  
Garland, Texas 75041  
Landlord: Preston Valley North Limited Partnership

**Omaha - Store No. 356**

970 South 72nd Street  
Omaha, Nebraska 68114  
Landlord: Eric Dawson, LLC

**Fort Worth- Store No. 358**

9320 Sage Meadow Trail  
Fort Worth, Texas 76177  
Landlord: ATC Investors, LP

**Odessa- Store No. 360**

5125 E. 42nd Street  
Odessa, Texas 79762  
Landlord: Leeco Energy & Investments

**Fulfillment Center**

4950 South Laura Street  
Wichita, Kansas 67216  
Landlord: SHEP (KS-OK) QRS 16-113, Inc.

---

SCHEDULE 3.8  
to  
Collateral Agreement

Chattel Paper; Instruments; Negotiable Documents; Letter-of-Credit Rights

None.

---

SCHEDULE 3.9  
to  
Collateral Agreement  
Commercial Tort Claims  
None.

---

SCHEDULE 3.10  
to  
Collateral Agreement

Deposit Accounts and Securities Accounts

| ENTITY                  | BANK        | ACCT<br>NUMBER | TYPE                                   |
|-------------------------|-------------|----------------|--|
| Boot Barn Holdings Inc. | Wells Fargo | [*]            | Funding Account                        |
| Boot Barn Inc.          | Wells Fargo | [*]            | Master Concentration Acct. - Deposits  |
|                         |             | [*]            | Store Credit Card Deposits             |
|                         |             | [*]            | BB Internet Credit Card Deposits       |
|                         |             | [*]            | Sheplers Internet Credit Card Deposits |
|                         |             | [*]            | Sheplers Other Deposits                |
|                         |             | [*]            | Store Cash and Check Deposits          |
|                         |             | [*]            | Corp Deposits                          |
|                         |             | [*]            | Master Funding Account                 |
|                         |             | [*]            | Boot Barn Checking Account             |
|                         |             | [*]            | Sheplers Checking Account              |
|                         |             | [*]            | ACH Debits (Disbursements)             |
|                         |             | [*]            | EFT Payments (Disbursements)           |
|                         |             | [*]            | Manual Payroll Disbursements           |
|                         |             |                | BBVA Compass                           |
|                         | Chase Bank  | [*]            | Store Cash and Check deposits          |

*[\*] Certain Information on this page has been omitted and filed separately with the Commission. Confidential treatment has been requested with respect to the omitted portions.*

SCHEDULE 3.11  
to  
Collateral Agreement

Intellectual Property

1. The listing of Trademarks (as defined in the Collateral Agreement) should include: (a) the Trademark; (b) Registration Number or Serial Number; and (c) the Owner of Record.

See attached.

2. The listing of Trademark Licenses (as defined in the Collateral Agreement) should include: (a) Name of Licensee/Licensor; and (b) Date.

None.

3. The listing of Patents (as defined in the Collateral Agreement) should include: (a) Country; (b) Patent Number or Application Number; (c) Title of Invention; and (d) the Owner of Record.

None.

4. The listing of Patent Licenses (as defined in the Collateral Agreement) should include: (a) Name of Licensee/Licensor; and (b) Date.

Patent License Agreement, dated March 28, 2011, between Webvention LLC and Sheplers Holding Corporation.

5. The listing of Copyrights (as defined in the Collateral Agreement) should include: (a) Registration Number; (b) Title as listed in Registration; and (c) the Copyright Claimant.

See attached.

6. The listing of Copyright Licenses (as defined in the Collateral Agreement) should include: (a) Name of Licensee/Licensor; and (b) Date.

None.

---

**Boot Barn, Inc. Trademarks**

| <b>Mark</b>   | <b>Country</b> | <b>Registration number<br/>Registration date</b> | <b>Application number</b> | <b>Current Owner</b> |
|---|----------------|--|---------------------------|----------------------|
| BOOT BARN   | U.S.           | 2,307,397<br>01/11/2000                          | 75/579,578                | Boot Barn, Inc.      |
| <b>AMERICAN WORKER</b><br><small>HEAD TO TOE CASUAL &amp; WORK WEAR</small> | U.S.           | 3,696,624<br>10/13/2009                          | 77/467,382                | Boot Barn, Inc.      |
| WESTERN WAREHOUSE   | U.S.           | 1,197,321*<br>06/08/1982                         | 73,229,113                | Boot Barn, Inc.      |
| WESTERN WAREHOUSE   | U.S.           | 1,786,004<br>08/03/1993                          | 74/334,293                | Boot Barn, Inc.      |
| CORRAL WEST   | U.S.           | 3,135,148<br>8/29/2006                           | 78/569,082                | Boot Barn, Inc.      |
| CORRAL WEST RANCHWEAR   | U.S.           | 3,135,156<br>08/29/2006                          | 78/569,628                | Boot Barn, Inc.      |
| CWR WORKWEAR DEPOT  |                |  | CANCELED                  |                      |
| CWR   |                |  | CANCELED                  |                      |
| CODY JAMES  | U.S.           | 1,818,497<br>01/25/1994                          | 74/209,357                | Boot Barn, Inc.      |
| JOB SITE  | U.S.           | 2,193,695<br>10/06/1998                          | 75/346,364                | Boot Barn, Inc.      |
| AMERICAN WORKER HEAD TO TOE WORK WEAR                                       | U.S.           | 3,941,630<br>04/05/2011                          | 77/891,409                | Boot Barn, Inc.      |
| SHYANNE   | U.S.           | 3,615,901<br>05/05/2009                          | 77/584,307                | Boot Barn, Inc.      |
| STINKY BOOT   | U.S.           | 4247245<br>11/20/2012                            | 85/465,810                | Boot Barn, Inc.      |
|   | U.S.           | 4867370<br>12/8/2015                             | 85722240                  | Boot Barn, Inc.      |





|  |      |                       |          |                 |
|--|------|-----------------------|----------|-----------------|
|  | U.S. | 4851565<br>11/10/2015 | 85718520 | Boot Barn, Inc. |
|--|------|-----------------------|----------|-----------------|

RCC WESTERN STORES

|      |                        |          |            |
|------|------------------------|----------|------------|
| U.S. | 3,676,190<br>9/01/2009 | 77673023 | CANCELLED. |
|------|------------------------|----------|------------|



|  |                      |          |            |
|--|----------------------|----------|------------|
|  | 3685540<br>9/22/2009 | 77673019 | CANCELLED. |
|--|----------------------|----------|------------|



|  |                        |          |                 |
|--|------------------------|----------|-----------------|
|  | 4,164,753<br>6/26/2012 | 85506201 | Boot Barn, Inc. |
|--|------------------------|----------|-----------------|



|        |                        |  |  |
|--------|------------------------|--|--|
| Canada | TMA860483<br>9/18/2013 |  |  |
|--------|------------------------|--|--|



|                                      |         |  |  |
|--------------------------------------|---------|--|--|
| International<br>Registration - WIPO | 1107912 |  |  |
|--------------------------------------|---------|--|--|



|             |                     |  |  |
|-------------|---------------------|--|--|
| New Zealand | 854978<br>7/12/2012 |  |  |
|-------------|---------------------|--|--|

RCC WESTERN WEAR

|      |                        |          |                 |
|------|------------------------|----------|-----------------|
| U.S. | 4,164,271<br>6/26/2012 | 85457801 | Boot Barn, Inc. |
|------|------------------------|----------|-----------------|

RCC WESTERN STORE

|              |                      |  |  |
|--------------|----------------------|--|--|
| North Dakota | 3272740<br>10/4/2012 |  |  |
|--------------|----------------------|--|--|

RCC WESTERN STORE

|           |                     |  |  |
|-----------|---------------------|--|--|
| Wisconsin | 133574<br>10/3/2012 |  |  |
|-----------|---------------------|--|--|

RCC WESTERN STORE


|        |                        |  |  |
|--------|------------------------|--|--|
| Canada | TMA860484<br>9/18/2013 |  |  |
|--------|------------------------|--|--|

RCC WESTERN STORE


|                                      |                      |  |  |
|--------------------------------------|----------------------|--|--|
| International<br>Registration - WIPO | 1110298<br>1/17/2012 |  |  |
|--------------------------------------|----------------------|--|--|

RCC WESTERN STORE

|             |                     |  |  |
|-------------|---------------------|--|--|
| New Zealand | 854977<br>7/12/2012 |  |  |
|-------------|---------------------|--|--|




|  |           |                       |                                  |                 |
|--|-----------|-----------------------|----------------------------------|-----------------|
| Baskins  | U.S.      | 4256229<br>12/11/2012 | 85446448                         | Boot Barn, Inc. |
| Baskins  | Louisiana | 645198<br>6/4/2013    |                                  | Boot Barn, Inc. |
| <b>BASKINS</b>   | U.S.      | 4157456<br>6/12/2012  | 85446755                         | Boot Barn, Inc. |
| Diamond B  | U.S.      | 3541365<br>12/2/2008  | 77293760                         | Boot Barn, Inc. |
| <b>DIAMOND</b><br><br><b>WORKWEAR</b> | U.S.      | 3457163<br>7/1/2008   | 77294779                         | Boot Barn, Inc. |
| Outfitting Texans Since 1972   | U.S.      | 4260163<br>12/18/2012 | 85446958                         | Boot Barn, Inc. |
| The Official Western Store of Texas  | U.S.      | 4326046<br>4/23/2013  | 85446863                         | Boot Barn, Inc. |
| <b>WORK * WESTERN * WEEKEND</b><br><b>BASKINS</b><br><i>Your Friendly Family Store</i>                                 |           |                       | CANCELED                         |                 |
| BB RANCH   | U.S.      | 4666995               | 86292745                         | Boot Barn, Inc. |
| SHYANNE  | U.S.      | 4659704               | 86324810                         | Boot Barn, Inc. |
| MOONSHINE SPIRIT BY BRAD PAISLEY   | U.S.      |                       | <del>86376463</del><br>ABANDONED | Boot Barn, Inc. |
| MOONSHINE SPIRIT BY BRAD PAISLEY<br>(Stylized)   | U.S.      |                       | 86862203                         | Boot Barn, Inc. |









|  |      |                      |                       |                 |
|--|------|----------------------|-----------------------|-----------------|
| MOONSHINE SPIRIT   | U.S. | 4918875<br>3/15/2016 | 86327572              | Boot Barn, Inc. |
| B  | U.S. | 4893434<br>1/26/2016 | 86279959              | Boot Barn, Inc. |
|  | U.S. | 4914492<br>3/8/2016  | 86296606              | Boot Barn, Inc. |
| XERO GRAVITY   | U.S. |                      | 87347735<br>2/23/2017 | Boot Barn, Inc. |

---

**Sheplers, Inc. Trademark Registrations and Applications**

| <b>Trademark</b>   | <b>Database</b>         | <b>Application Number</b> | <b>Registration Number</b> | <b>Owner</b>   |
|--|-------------------------|---------------------------|----------------------------|----------------|
| RED RANCH<br>                                  | U.S. Federal            | 85726040                  | 4552405                    | SHEPLERS, INC. |
| GIBSON TRADING COMPANY<br>ESTABLISHED 1899<br> | U.S. Federal            | 85724728                  | 4998464<br>7/12/2016       | SHEPLERS, INC. |
| RED RANCH  | U.S. Federal            | 85434444                  | 4258838                    | SHEPLERS, INC. |
| GIBSON TRADING COMPANY   | U.S. Federal            | 85399269                  | 4429241                    | SHEPLERS, INC. |
| WESTERN WEAR FOR THE WAY YOU LIVE  | U.S. Federal            | 85396637                  | 4118616                    | SHEPLERS, INC. |
| Design Only  | U.S. Federal            | 85315981                  | 4129801                    | SHEPLERS, INC. |
|    |                         |                           |                            |                |
| GIBSON TRADING COMPANY   | U.S. Federal            | 85261879                  | 4168869                    | SHEPLERS, INC. |
| <del>YOUR COUNTRY, YOUR WAY</del>  | <del>U.S. Federal</del> | <del>77483596</del>       | <del>3781832</del>         | CANCELLED      |
| SHEPLERS   | U.S. Federal            | 78822126                  | 3193462                    | SHEPLERS, INC. |
| THE WORLD'S LARGEST WESTERN STORES   | U.S. Federal            | 75291616                  | 2167479                    | SHEPLERS, INC. |
| WORLD'S LARGEST WESTERN STORES   | U.S. Federal            | 75140060                  | 2081419                    | SHEPLERS, INC. |
| BOOTS 'N JEANS   | U.S. Federal            | 75078088                  | 2342054                    | SHEPLERS, INC. |
| WORLD'S LARGEST WESTERN STORES<br>AND CATALOG  | U.S. Federal            | 74520534                  | 2033263                    | SHEPLERS, INC. |

| Trademark  | Database     | Application Number | Registration Number | Owner          |
|--|--------------|--------------------|---------------------|----------------|
| Design Only  | U.S. Federal | 73392546           | 1254863             | CANCELLED      |
|    |              |                    |                     |                |
| OL' SHEP   | U.S. Federal | 73388925           | 1255648             | CANCELLED      |
| SHEPLERS   | U.S. Federal | 73125194           | 1141784             | CANCELLED      |
| S  | U.S. Federal | 73125222           | 1137758             | SHEPLERS, INC. |
|    |              |                    |                     |                |
| S  | U.S. Federal | 73125223           | 1137889             | SHEPLERS, INC. |
|    |              |                    |                     |                |
| S SHEPLERS INC.  | U.S. Federal | 73041013           | 1017594             | CANCELLED.     |
|   |              |                    |                     |                |
| S  | U.S. Federal | 73040683           | 1057698             | SHEPLERS, INC. |
|  |              |                    |                     |                |

| Trademark  | Database             | Application Number | Registration Number | Owner          |
|--|----------------------|--------------------|---------------------|----------------|
| S  | U.S. Federal         | 73040684           | 1045614             | CANCELLED      |
|  |                      |                    |                     |                |
| SHEPLERS   | U.S. Federal         | 73040363           | 1308095             | SHEPLERS, INC. |
| SHEPLERS   | U.S. Federal         | 73040364           | 1308389             | SHEPLERS, INC. |
| SHEPLERS   | Canada               | 1540229            | TMA835766           | SHEPLERS, INC. |
| SHEPLERS   | Canada               | 714900             | TMA429523           | SHEPLERS, INC. |
| SHEPLERS   | Switzerland          | 59396/2011         | 625115              | SHEPLERS, INC. |
| SHEPLERS   | United Kingdom       | 1516265            | 1516265             | SHEPLERS, INC. |
| SHEPLERS   | Community Trademarks | 10201697           | 10201697            | SHEPLERS, INC. |
| SHEPLERS   | Brunei               | 22188              | 19023               | SHEPLERS, INC. |
| SHEPLERS   | China                | 9895452            | 9895452             | SHEPLERS, INC. |
| SHEPLERS   | China                | 9895451            | 9895451             | SHEPLERS, INC. |
| SHEPLERS   | Japan                | 2011-060657        | 5532778             | SHEPLERS, INC. |
| SHEPLERS   | Australia            | 1443876            | 1443876             | SHEPLERS, INC. |
| SHEPLERS   | Australia            | 588639             | 588639              | SHEPLERS, INC. |
| SHEPLERS   | New Zealand.         | 847911             | 847911              | SHEPLERS, INC. |
| COUNTRY OUTFITTER  | U.S.                 | 85789013           | 4599589             | Sheplers, Inc. |
|  |                      |                    | 9/9/2014            |                |
| WE KNOW COUNTRY  | U.S.                 | 85786657           | 4368008             | Sheplers, Inc. |
|  |                      |                    | 7/16/13             |                |

Sheplers, Inc. Copyrights

---

| #  | Title / Issue Title | Copyright No. | Serial Publication Year / Registration Date | Copyright Claimant            |
|----|---------------------|---------------|---|-------------------------------|
| 1. | www.amberleaves.com | TX0006371294  | 12-May-2006                                 | Sheplers Catalog Sales, Inc.* |
| 2. | www.sheplers.com.   | TX0006490898  | 13-Oct-2006                                 | Sheplers Catalog Sales, Inc.* |

---

SCHEDULE 3.13

to  
 Collateral Agreement  
Equity Interests Held Directly by Grantors

Certificated Securities:

| <u>Name of Issuer</u>                       | <u>Class and Series</u> | <u>Par Value</u> | <u>Certificate Number</u> | <u>Number (and Percentage) of Securities of such Class and Series</u> |
|---|-------------------------|------------------|---------------------------|---|
| Boot Barn, Inc.                             | Common Stock            |                  | 2                         | 1,000 (100% owned by Boot Barn Holdings, Inc.)                        |
| RCC Western Stores, Inc.                    | Common Stock            |                  | 51                        | 2,000 (100% owned by Boot Barn, Inc.)                                 |
| Sheplers Holding Corporation                | Common Stock            |                  | 1                         | 100 (100% owned by Boot Barn, Inc.)                                   |
| Sheplers, Inc.                              | Common Stock            |                  | 2                         | 1000 (100% owned by Sheplers Holding Corporation)                     |
| Boot Barn International (Hong Kong) Limited | Ordinary Shares         |                  | 3                         | 65(100% owned by Boot Barn, Inc.)                                     |

Uncertificated Securities:

| Name of Issuer                    | Class and Series     | Par Value | Certificate Number | Number (and Percentage) of Securities of such Class and Series        |
|-----------------------------------|----------------------|-----------|--------------------|---|
| Baskins Acquisition Holdings, LLC | Membership interests | N/A       | N/A                | Boot Barn, Inc. is the sole member and owner of membership interests. |

Partnership/LLC Interests:

None.

---



### Boot Barn Holdings, Inc. Announces Fourth Quarter and Fiscal Year 2017 Financial Results

IRVINE, California — June 1, 2017—Boot Barn Holdings, Inc. (NYSE: BOOT) today announced its financial results for the fourth quarter and fiscal year ended April 1, 2017.

For the fourth quarter ended April 1, 2017:

- Net sales increased 9.1% to \$163.0 million;
- Consolidated same store sales declined 0.9%;
- GAAP net income was \$2.6 million, or \$0.10 per diluted share, compared to \$1.0 million, or \$0.04 per diluted share in the prior-year period. Adjusted net income was \$3.3 million, or \$0.12 per diluted share, compared to adjusted net income of \$2.5 million, or \$0.09 per diluted share in the prior-year period;
- Two new stores were opened.

For the fiscal year ended April 1, 2017:

- Net sales increased 10.7% to \$629.8 million;
- Consolidated same store sales increased 0.3%;
- GAAP net income was \$14.2 million, or \$0.53 per diluted share, compared to \$9.9 million, or \$0.37 per diluted share in the prior-year period. Adjusted net income was \$14.9 million, or \$0.55 per diluted share, compared to adjusted net income of \$18.7 million, or \$0.69 per diluted share in the prior-year period;
- Twelve new stores were opened and one store was closed, bringing the total count at year-end to 219 stores.

Other developments:

- Acquired certain assets of Country Outfitter, including the countryoutfitter.com domain name, customer list and social media assets for \$1.8 million of cash and assumed liabilities;
- Increased the capacity under the revolving credit facility \$10 million to \$135 million and extended the maturity date for two additional years;
- Amended the financial covenant under the term loan facility to increase the maximum net leverage ratio requirements.



Note: Adjusted net income is a non-GAAP measure. An explanation of the computation of this measure and a reconciliation to GAAP net income is included below. See also “Non-GAAP Financial Measures.”

Jim Conroy, Chief Executive Officer, commented, “While we reported slightly negative consolidated same store sales for the quarter, we are pleased that comparable sales in our physical stores improved on a sequential basis, and we were able to achieve 30 basis points of improvement in our core merchandise margin. Unfortunately, our fourth quarter earnings per share fell short of our expectations due to lower than expected retail store sales, unanticipated operating expenses, and disruption in sales at sheplers.com arising from the transition of the e-commerce site to a new software platform. We are continuing to work to improve the site performance and return sheplers.com to positive sales growth.”

Mr. Conroy continued, “Looking ahead, we are excited to announce that we have further strengthened our position as the leading omni-channel western and work wear retailer in the U.S. with the purchase of certain assets of countryoutfitter.com, a large pure-play e-commerce retailer targeting a younger, female country customer. While more difficult than anticipated, we have also completed the transition of sheplers.com to our new e-commerce platform which now includes the newly acquired countryoutfitter.com. Additionally, we are encouraged that same store sales at our physical stores are improving and are positive fiscal year-to-date partly driven by a recovery in the oil and gas markets. We remain confident that our industry-leading position, advanced omni-channel capabilities and ongoing merchandising opportunities will allow us to continue to capture market share and drive profitable growth over the long-term.”

#### **Operating Results for the Fourth Quarter Ended April 1, 2017**

- Net sales increased 9.1% to \$163.0 million in the fourth quarter of fiscal year 2017 (14 weeks), from \$149.5 million in the fourth quarter of fiscal year 2016 (13 weeks). Net sales increased due primarily to the extra week of sales in the fourth quarter of fiscal year 2017 and contributions from the 12 new stores opened during fiscal year 2017. Sales growth was partially offset by a decrease of 0.9% in consolidated same store sales and the closure of one store in the fourth quarter. Sales at sheplers.com declined in February and March when compared to fiscal year 2016 as a result of disruption from the conversion to a new e-commerce platform, resulting in sales below plan.
- Gross profit was \$49.3 million, or 30.3% of net sales in the fourth quarter of fiscal year 2017, compared to gross profit of \$42.4 million, or 28.4% of net sales, in the prior-year period. Gross profit increased \$5.4 million, or 12.4%, from adjusted gross profit of \$43.9 million, or 29.4% of net sales, in the prior-year period. Gross profit increased as a result of additional sales in the 14-week fourth quarter in fiscal year 2017, the opening of 12 new stores, and improvement in merchandise margin rate. As a percentage of sales, consolidated gross profit increased primarily due to merchandise margin expansion and occupancy leverage from the 14-week fourth quarter. Adjusted gross profit in the prior-year period excludes acquisition-related integration costs, contract termination costs and the amortization of inventory fair value adjustment. See “Non-GAAP Financial Measures.”
- On a GAAP basis, income from operations was \$8.1 million in the fourth quarter of fiscal year 2017 compared to \$5.6 million in the prior-year period. Adjusted income from operations was \$9.2 million in the fourth quarter of fiscal year 2017, an increase of 20.6%, compared to \$7.7 million in the prior-year period. In each case, the increase was driven primarily by the extra week of sales in the fourth quarter of fiscal year 2017. Adjusted income from operations was below guidance as a result of disruption in sales at sheplers.com during the quarter. Also contributing to lower income from operations

and adjusted income from operations were unanticipated store expenses, repairs and maintenance, and outside services primarily related to transitioning and operating the newly acquired Country Outfitter e-commerce site. In the fourth quarter of fiscal year 2017, adjusted income from operations excludes a store impairment charge of \$1.2 million. Adjusted income from operations in fourth quarter of fiscal year 2016 excludes acquisition-related integration costs, loss on disposal of assets and contract termination costs, and the amortization of inventory fair value adjustment. See “Non-GAAP Financial Measures.”

- During the fourth quarter, the Company opened two stores and closed one store.
- On a GAAP basis, net income was \$2.6 million, or \$0.10 per diluted share, in the fourth quarter of fiscal year 2017, compared to \$1.0 million or \$0.04 per diluted share in the prior-year period. Adjusted net income was \$3.3 million, or \$0.12 per diluted share, in the fourth quarter of fiscal year 2017, compared to \$2.5 million, or \$0.09 per diluted share, in the prior-year period. See “Non-GAAP Financial Measures.”

A reconciliation of adjusted gross profit, adjusted income from operations, adjusted net income and adjusted net income per diluted share, each a non-GAAP financial measure, to their most directly comparable GAAP financial measures is included in the accompanying financial data. See “Non-GAAP Financial Measures.”

### **Operating Results for the Fiscal Year Ended April 1, 2017**

- Net sales for fiscal year 2017 (53 weeks) increased 10.7% to \$629.8 million from \$569.0 million in fiscal year 2016 (52 weeks). Net sales increased from twelve months of sales contributions from Sheplers (compared to nine months in the prior-year period), additional sales from the 53<sup>rd</sup> week, the opening of 12 new stores over the last twelve months, and a 0.3% increase in consolidated same store sales.
- Gross profit was \$189.9 million, or 30.2% of net sales, compared to gross profit of \$173.2 million, or 30.4% of net sales, in fiscal year 2016. Gross profit increased 6.7% compared to adjusted gross profit of \$178.0 million, or 31.3% of net sales, in the prior-year period. Gross profit increased from an entire year of Sheplers in fiscal year 2017, additional sales from the 53<sup>rd</sup> week, and the opening of 12 new stores. The decline in gross profit rate was driven primarily by an increase in store occupancy costs and a decline in merchandise margin rate. The decline in merchandise margin rate resulted from an increase in lower margin e-commerce sales penetration and twelve months of lower margin Sheplers sales compared to nine months in the prior-year period. Adjusted gross profit in fiscal year 2016 excludes acquisition-related integration costs, contract termination costs and the amortization of inventory fair value adjustment. See “Non-GAAP Financial Measures.”
- On a GAAP basis, income from operations was \$37.8 million, compared to \$30.2 million in fiscal year 2016, the increase primarily resulting from the acquisition-related expenses and integration costs in fiscal year 2016 that were not incurred in fiscal year 2017. Adjusted income from operations was \$39.0 million in fiscal year 2017, a decrease of 8.6%, compared to \$42.7 million in fiscal year 2016. The decrease in adjusted income from operations compared to the prior year’s adjusted income from operations was driven primarily by an increase in adjusted operating expenses related to twelve months of the Sheplers business compared to nine months in the prior-year period and the

increase in adjusted operating expenses related to increased sales. In fiscal year 2017, adjusted income from operations excludes a store impairment charge of \$1.2 million. Adjusted income from operations in fiscal year 2016 excludes acquisition-related expenses and integration costs, loss on disposal of assets and contract termination costs, and the amortization of inventory fair value adjustment. See “Non-GAAP Financial Measures.”

- The Company opened 12 stores and closed one store, ending the fiscal year with 219 stores in 31 states.
- On a GAAP basis, net income was \$14.2 million, or \$0.53 per diluted share, compared to \$9.9 million, or \$0.37 per diluted in the prior-year period. Adjusted net income was \$14.9 million, or \$0.55 per diluted share, in fiscal year 2017, compared to \$18.7 million or \$0.69 per diluted share in fiscal year 2016.

A reconciliation of adjusted gross profit, adjusted income from operations, adjusted net income and adjusted net income per diluted share, each a non-GAAP financial measure, to their most directly comparable GAAP financial measures is included in the accompanying financial data. See also “Non-GAAP Financial Measures.”

#### **Balance Sheet Highlights as of April 1, 2017**

- Cash: \$8.0 million
- Inventories: Average inventory per store decreased 5% compared to March 26, 2016
- Total net debt: \$225.9 million, including \$33.3 million outstanding on revolving credit facility

#### **Fiscal Year 2018 Outlook**

For the fiscal year ending March 31, 2018 the Company expects:

- To open 12 new stores.
- Flat to slightly positive consolidated same store sales growth.
- Income from operations between \$37.8 million and \$40.0 million.
- Net income of \$14.0 million to \$15.4 million.
- Net income per diluted share of \$0.52 to \$0.57 based on 27.1 million weighted average diluted shares outstanding. The Company estimates that \$0.03 of the \$0.55 adjusted net income per diluted share in fiscal year 2017 relates to the 53<sup>rd</sup> week. Therefore, fiscal year 2018 net income per diluted share will compare to \$0.52 adjusted net income per diluted share in fiscal year 2017.

For the fiscal first quarter ending July 1, 2017 the Company expects:

- Flat consolidated same store sales.
- Break-even earnings per diluted share based on 27.1 million weighted average diluted shares outstanding.

## **Conference Call Information**

A conference call to discuss the financial results for the fourth quarter of fiscal year 2017 is scheduled for today, June 1, 2017, at 4:30 p.m. ET (1:30 p.m. PT). Investors and analysts interested in participating in the call are invited to dial (877) 407-4018. The conference call will also be available to interested parties through a live webcast at [investor.bootbarn.com](http://investor.bootbarn.com). Please visit the website and select the “Events and Presentations” link at least 15 minutes prior to the start of the call to register and download any necessary software. A telephone replay of the call will be available until July 1, 2017, by dialing (844) 512-2921 (domestic) or (412) 317-6671 (international) and entering the conference identification number: 13662996. Please note participants must enter the conference identification number in order to access the replay.

## **About Boot Barn**

Boot Barn is the nation’s leading lifestyle retailer of western and work-related footwear, apparel and accessories for men, women and children. The Company offers its loyal customer base a wide selection of work and lifestyle brands. As of the date of this release, Boot Barn operates 219 stores in 31 states, in addition to an e-commerce channel [www.bootbarn.com](http://www.bootbarn.com). The Company also operates [www.sheplers.com](http://www.sheplers.com), the nation’s leading pure play online western and work retailer. Sheplers has been part of the western, outdoor, and work lifestyle for over 100 years. Beginning in February 2017, the Company has operated [www.countryoutfitter.com](http://www.countryoutfitter.com), an e-commerce site selling to customers who live a country lifestyle. For more information, call 888-Boot-Barn or visit [www.bootbarn.com](http://www.bootbarn.com).

## **Non-GAAP Financial Measures**

The Company presents adjusted gross profit, adjusted income from operations, adjusted net income and adjusted net income per diluted share to help the Company describe its operating and financial performance. These financial measures are non-GAAP financial measures and should not be construed in isolation or as an alternative to actual gross profit, actual income from operations, actual net income and actual earnings per diluted share and other income or cash flow statement data (as presented in the Company’s consolidated financial statements in accordance with generally accepted accounting principles in the United States, or GAAP), or as a better indicator of operating performance or as a measure of liquidity. These non-GAAP financial measures, as defined by the Company, may not be comparable to similar non-GAAP financial measures presented by other companies. The Company’s management believes that these non-GAAP financial measures provide investors with transparency and help illustrate financial results by excluding items that may not be indicative of, or are unrelated to, the Company’s core operating results, thereby providing a better baseline for analyzing trends in the underlying business. See the table at the end of this press release for a reconciliation of adjusted gross profit to gross profit, adjusted income from operations to income from operations, adjusted net income to net income, and adjusted net income per diluted share to net income per diluted share.

## **Forward Looking Statements**

This press release contains forward-looking statements that are subject to risks and uncertainties. All statements other than statements of historical fact included in this press release are forward-looking statements. Forward-looking statements refer to our current expectations and projections relating to, by way of example and without limitation, our financial condition, liquidity, profitability, results of operations, margins, plans, objectives, strategies, future performance, business and industry. You can identify forward-looking statements by the fact that they do not relate strictly to historical or current facts. These statements may include words such as “anticipate”, “estimate”, “expect”, “project”, “plan”, “intend”, “believe”, “may”, “might”, “will”, “could”, “should”, “can have”, “likely”, “outlook” and other

words and terms of similar meaning in connection with any discussion of the timing or nature of future operating or financial performance or other events, but not all forward-looking statements contain these identifying words. These forward-looking statements are based on assumptions that the Company's management has made in light of their industry experience and on their perceptions of historical trends, current conditions, expected future developments and other factors they believe are appropriate under the circumstances. As you consider this press release, you should understand that these statements are not guarantees of performance or results. They involve risks, uncertainties (some of which are beyond the Company's control) and assumptions. These risks, uncertainties and assumptions include, but are not limited to, the following: decreases in consumer spending due to declines in consumer confidence, local economic conditions or changes in consumer preferences and the Company's ability to effectively execute on its growth strategy; the failure to maintain and enhance its strong brand image; to compete effectively; to maintain good relationships with its key suppliers; and to improve and expand its exclusive product offerings. The Company discusses the foregoing risks and other risks in greater detail under the heading "Risk factors" in the periodic reports filed by the Company with the Securities and Exchange Commission. Although the Company believes that these forward-looking statements are based on reasonable assumptions, you should be aware that many factors could affect the Company's actual financial results and cause them to differ materially from those anticipated in the forward-looking statements. Because of these factors, the Company cautions that you should not place undue reliance on any of these forward-looking statements. New risks and uncertainties arise from time to time, and it is impossible for the Company to predict those events or how they may affect the Company. Further, any forward-looking statement speaks only as of the date on which it is made. Except as required by law, the Company does not intend to update or revise the forward-looking statements in this press release after the date of this press release.

**Investor Contact:**

ICR, Inc.  
Brendon Frey, 203-682-8216  
BootBarnIR@icrinc.com

or

**Media Contact:**

Boot Barn Holdings, Inc.  
Jim Watkins, 949-453-4400 ext. 579  
Vice President, Investor Relations  
BootBarnIRMedia@bootbarn.com

**Boot Barn Holdings, Inc.**  
**Consolidated Balance Sheets**  
(In thousands, except per share data)  
(Unaudited)

|   | April 1,<br>2017  | March 26,<br>2016 |
|---|-------------------|-------------------|
| <b>Assets</b>   |                   |                   |
| Current assets:   |                   |                   |
| Cash and cash equivalents   | \$ 8,035          | \$ 7,195          |
| Accounts receivable, net  | 4,354             | 4,131             |
| Inventories   | 189,096           | 176,335           |
| Prepaid expenses and other current assets   | 22,818            | 15,558            |
| Total current assets  | <u>224,303</u>    | <u>203,219</u>    |
| Property and equipment, net   | 82,711            | 76,076            |
| Goodwill  | 193,095           | 193,095           |
| Intangible assets, net  | 64,511            | 64,861            |
| Other assets  | 961               | 2,075             |
| Total assets  | <u>\$ 565,581</u> | <u>\$ 539,326</u> |
| <b>Liabilities and stockholders' equity</b>   |                   |                   |
| Current liabilities:  |                   |                   |
| Line of credit  | \$ 33,274         | \$ 48,815         |
| Accounts payable  | 77,482            | 66,553            |
| Accrued expenses and other current liabilities  | 35,983            | 35,896            |
| Current portion of notes payable, net   | 1,062             | 1,035             |
| Total current liabilities   | <u>147,801</u>    | <u>152,299</u>    |
| Deferred taxes  | 20,961            | 12,255            |
| Long-term portion of notes payable, net   | 191,517           | 192,579           |
| Capital lease obligation  | 7,825             | 8,272             |
| Other liabilities   | 17,568            | 12,431            |
| Total liabilities   | <u>385,672</u>    | <u>377,836</u>    |
| Stockholders' equity:   |                   |                   |
| Common stock, \$0.0001 par value; April 1, 2017 - 100,000 shares authorized, 26,575 shares issued; March 26, 2016 - 100,000 shares authorized, 26,354 shares issued | 3                 | 3                 |
| Preferred stock, \$0.0001 par value; 10,000 shares authorized, no shares issued or outstanding  | —                 | —                 |
| Additional paid-in capital  | 142,184           | 137,893           |
| Retained earnings   | 37,791            | 23,594            |
| Less: Common stock held in treasury, at cost, 14 and 4 shares at April 1, 2017 and March 26, 2016, respectively   | (69)              | —                 |
| Total stockholders' equity  | <u>179,909</u>    | <u>161,490</u>    |
| Total liabilities and stockholders' equity  | <u>\$ 565,581</u> | <u>\$ 539,326</u> |

**Boot Barn Holdings, Inc.**  
**Consolidated Statements of Operations**  
(In thousands, except per share data)  
(Unaudited)

|   | <u>Fourteen<br/>Weeks Ended<br/>April 1,<br/>2017</u> | <u>Thirteen<br/>Weeks Ended<br/>March 26,<br/>2016</u> | <u>Fifty-Three<br/>Weeks Ended<br/>April 1,<br/>2017</u> | <u>Fifty-Two<br/>Weeks Ended<br/>March 26,<br/>2016</u> |
|---|---|--|--|---|
| Net sales                                       | \$ 163,003  | \$ 149,466   | \$ 629,816   | \$ 569,020  |
| Cost of goods sold                              | 113,675   | 107,141  | 439,930  | 396,317   |
| Amortization of inventory fair value adjustment | —   | (47)   | —  | (500)   |
| Total cost of goods sold                        | <u>113,675</u>  | <u>107,094</u>   | <u>439,930</u>   | <u>395,817</u>  |
| Gross profit                                    | 49,328  | 42,372   | 189,886  | 173,203   |
| Operating expenses:                             |   |  |  |   |
| Selling, general and administrative expenses    | 41,265  | 36,755   | 152,068  | 142,078   |
| Acquisition-related expenses                    | —   | —  | —  | 891   |
| Total operating expenses                        | <u>41,265</u>   | <u>36,755</u>  | <u>152,068</u>   | <u>142,969</u>  |
| Income from operations                          | 8,063   | 5,617  | 37,818   | 30,234  |
| Interest expense, net                           | 3,851   | 3,576  | 14,699   | 12,923  |
| Income before income taxes                      | 4,212   | 2,041  | 23,119   | 17,311  |
| Income tax expense                              | 1,624   | 1,029  | 8,922  | 7,443   |
| Net income                                      | <u>\$ 2,588</u>                                       | <u>\$ 1,012</u>  | <u>\$ 14,197</u>   | <u>\$ 9,868</u>   |
| Earnings per share:                             |   |  |  |   |
| Basic shares                                    | \$ 0.10   | \$ 0.04  | \$ 0.54  | \$ 0.38   |
| Diluted shares                                  | \$ 0.10   | \$ 0.04  | \$ 0.53  | \$ 0.37   |
| Weighted average shares outstanding:            |   |  |  |   |
| Basic shares                                    | 26,535  | 26,329   | 26,459   | 26,170  |
| Diluted shares                                  | 27,068  | 26,630   | 26,939   | 26,955  |

**Boot Barn Holdings, Inc.**  
**Consolidated Statements of Cash Flows**  
(In thousands)  
(Unaudited)

|   | Fiscal Year Ended  |                     |                    |
|---|--------------------|---------------------|--------------------|
|   | April 1,<br>2017   | March 26,<br>2016   | March 28,<br>2015  |
| <b>Cash flows from operating activities</b>                                       |                    |                     |                    |
| Net income  | \$ 14,197          | \$ 9,868            | \$ 13,730          |
| Adjustments to reconcile net income to net cash provided by operating activities: |                    |                     |                    |
| Depreciation  | 14,555             | 11,480              | 6,615              |
| Stock-based compensation  | 3,023              | 2,881               | 2,048              |
| Excess tax benefit  | —                  | (3,621)             | (681)              |
| Amortization of intangible assets   | 2,155              | 2,536               | 2,592              |
| Amortization and write-off of debt issuance fees and debt discount                | 1,145              | 2,274               | 3,684              |
| Loss on disposal of property and equipment  | 367                | 463                 | 134                |
| Store impairment charge   | 1,164              | —                   | —                  |
| Accretion of above market leases  | (36)               | (72)                | (149)              |
| Deferred taxes  | 6,175              | 981                 | 1,402              |
| Amortization of inventory fair value adjustment                                   | —                  | (500)               | —                  |
| Changes in operating assets and liabilities, net of acquisitions:                 |                    |                     |                    |
| Accounts receivable, net  | (223)              | 1,524               | (1,672)            |
| Inventories   | (12,761)           | (16,087)            | (26,610)           |
| Prepaid expenses and other current assets   | (3,805)            | 7,543               | (1,667)            |
| Other assets  | 5                  | (2,713)             | (362)              |
| Accounts payable  | 10,501             | 6,835               | 7,364              |
| Accrued expenses and other current liabilities                                    | (483)              | 5,068               | 3,298              |
| Other liabilities   | 5,172              | 4,469               | 1,782              |
| Net cash provided by operating activities   | <u>\$ 41,151</u>   | <u>\$ 32,929</u>    | <u>\$ 11,508</u>   |
| <b>Cash flows from investing activities</b>                                       |                    |                     |                    |
| Purchases of property and equipment   | \$ (22,293)        | \$ (36,127)         | \$ (14,074)        |
| Acquisition of business or assets, net of cash acquired                           | (1,305)            | (146,541)           | —                  |
| Net cash used in investing activities   | <u>\$ (23,598)</u> | <u>\$ (182,668)</u> | <u>\$ (14,074)</u> |
| <b>Cash flows from financing activities</b>                                       |                    |                     |                    |
| Borrowings/(payments) on line of credit - net                                     | \$ (15,541)        | \$ 32,615           | \$ (12,424)        |
| Proceeds from loan borrowings   | —                  | 200,938             | 104,938            |
| Repayments on debt and capital lease obligations                                  | (2,378)            | (77,899)            | (130,326)          |
| Debt issuance fees  | —                  | (6,487)             | (1,361)            |
| Net proceeds from initial public offering   | —                  | —                   | 82,224             |
| Tax withholding payments for net share settlement                                 | (69)               | —                   | —                  |
| Excess tax benefits from stock options  | —                  | 3,621               | 681                |
| Proceeds from the exercise of stock options                                       | 1,275              | 2,698               | 464                |
| Dividends paid  | —                  | —                   | (41,300)           |
| Net cash (used in)/provided by financing activities                               | <u>\$ (16,713)</u> | <u>\$ 155,486</u>   | <u>\$ 2,896</u>    |
| Net increase in cash and cash equivalents   | 840                | 5,747               | 330                |
| Cash and cash equivalents, beginning of period                                    | 7,195              | 1,448               | 1,118              |
| Cash and cash equivalents, end of period  | <u>\$ 8,035</u>    | <u>\$ 7,195</u>     | <u>\$ 1,448</u>    |
| <b>Supplemental disclosures of cash flow information:</b>                         |                    |                     |                    |
| Cash paid for income taxes  | \$ 4,192           | \$ 3,296            | \$ 8,297           |
| Cash paid for interest  | \$ 13,646          | \$ 10,333           | \$ 11,167          |
| <b>Supplemental disclosure of non-cash activities:</b>                            |                    |                     |                    |
| Unpaid purchases of property and equipment  | \$ 2,421           | \$ 1,992            | \$ 1,374           |
| Equipment acquired through capital lease  | \$ —               | \$ 38               | \$ 36              |



Boot Barn Holdings, Inc.

Supplemental Information - Consolidated Statements of Operations  
 Reconciliation of GAAP to Non-GAAP Financial Measures  
 (In thousands, except per share amounts)  
 (Unaudited)

The tables below reconcile the non-GAAP financial measures of adjusted gross profit, adjusted income from operations, adjusted net income, and adjusted net income per diluted share, to the most directly comparable GAAP financial measures of gross profit, income from operations, net income, and net income per diluted share.

|  | Fourteen<br>Weeks Ended<br>April 1,<br>2017 | Thirteen<br>Weeks Ended<br>March 26,<br>2016 | Fifty-Three<br>Weeks Ended<br>April 1,<br>2017 | Fifty-Two<br>Weeks Ended<br>March 26,<br>2016 |
|--|---|--|--|---|
| <b>Reconciliation of GAAP gross profit to adjusted gross profit</b>                            |   |  |  |   |
| Gross profit, as reported  | \$ 49,328                                   | \$ 42,372                                    | \$ 189,886                                     | \$ 173,203                                    |
| Amortization of inventory fair value adjustment (a)  | —   | (47)   | —  | (500)   |
| Acquisition-related integration costs (b)  | —   | 1,518  | —  | 4,848   |
| Contract termination costs (c)   | —   | 41   | —  | 444   |
| Adjusted gross profit  | <u>\$ 49,328</u>                            | <u>\$ 43,884</u>                             | <u>\$ 189,886</u>                              | <u>\$ 177,995</u>                             |
| <b>Reconciliation of GAAP income from operations to adjusted income from operations</b>        |   |  |  |   |
| Income from operations, as reported  | \$ 8,063                                    | \$ 5,617                                     | \$ 37,818                                      | \$ 30,234                                     |
| Amortization of inventory fair value adjustment (a)  | —   | (47)   | —  | (500)   |
| Acquisition-related expenses (d)   | —   | —  | —  | 891   |
| Acquisition-related integration costs (b)  | —   | 1,817  | —  | 10,338  |
| Loss on disposal of assets and contract termination costs (c)                                  | —   | 267  | —  | 1,374   |
| Store impairment charge (e)  | 1,164                                       | —  | 1,164  | —   |
| SEC filing costs (f)   | —   | —  | —  | 317   |
| Adjusted income from operations  | <u>\$ 9,227</u>                             | <u>\$ 7,654</u>                              | <u>\$ 38,982</u>                               | <u>\$ 42,654</u>                              |
| <b>Reconciliation of GAAP net income to adjusted net income</b>                                |   |  |  |   |
| Net income, as reported  | \$ 2,588                                    | \$ 1,012                                     | \$ 14,197                                      | \$ 9,868                                      |
| Amortization of inventory fair value adjustment (a)  | —   | (47)   | —  | (500)   |
| Acquisition-related expenses (d)   | —   | —  | —  | 891   |
| Acquisition-related integration costs (b)  | —   | 1,817  | —  | 10,338  |
| Loss on disposal of assets and contract termination costs (c)                                  | —   | 267  | —  | 1,374   |
| Store impairment charge (e)  | 1,164                                       | —  | 1,164  | —   |
| SEC filing costs (f)   | —   | —  | —  | 317   |
| Write-off of debt discount (g)   | —   | —  | —  | 1,355   |
| Provision for income taxes, as reported  | 1,624                                       | 1,029  | 8,922  | 7,443   |
| Adjusted provision for income taxes (h)  | (2,073)                                     | (1,610)                                      | (9,371)  | (12,419)                                      |
| Adjusted net income  | <u>\$ 3,303</u>                             | <u>\$ 2,468</u>                              | <u>\$ 14,912</u>                               | <u>\$ 18,667</u>                              |
| <b>Reconciliation of adjusted net income per diluted share to net income per diluted share</b> |   |  |  |   |
| Net income per share, diluted:   |   |  |  |   |
| Net income per share, as reported  | \$ 0.10                                     | \$ 0.04                                      | \$ 0.53  | \$ 0.37                                       |
| Adjustments  | 0.02  | 0.05   | 0.02   | 0.32  |
| Adjusted net income per share, diluted   | <u>\$ 0.12</u>                              | <u>\$ 0.09</u>                               | <u>\$ 0.55</u>                                 | <u>\$ 0.69</u>                                |
| Weighted average diluted shares outstanding, as reported                                       | 27,068                                      | 26,630                                       | 26,939   | 26,955  |

- (a) Represents the amortization of purchase-accounting adjustments that decreased the value of inventory acquired to its fair value.
- (b) Represents certain store integration, remerchandising, inventory obsolescence and corporate consolidation costs incurred in connection with the integration of Sheplers. Includes an adjustment to normalize the gross margin impact of discontinued inventory from Sheplers, which was sold at a discount or written off. The adjustment assumes such inventory was sold at Sheplers' normalized margin rate.
- (c) Represents loss on disposal of assets and contract termination costs from store closures and unused office and warehouse space.
- (d) Includes direct costs and fees related to the Sheplers acquisition.
- (e) Represents the store impairment charge recorded at three stores in order to reduce the carrying amount of the assets to their estimated fair values.
- (f) Represents professional fees and expenses incurred in connection with a Form S-1 Registration Statement filed in July 2015 and withdrawn in November 2015.
- (g) Represents the write off of debt discounts and debt issuance costs associated with the previously extinguished Wells Fargo Credit Facility.
- (h) The provision for income taxes uses an effective tax rate of 38.6% for both the fourteen-week and fifty-three week period ended April 1, 2017, and applies it to the non-GAAP income before taxes.

**Boot Barn Holdings, Inc.**  
**Store Count**

|                         | Fiscal Year Ended<br>March 28,<br>2015 | Fiscal Year Ended<br>March 26,<br>2016 | Quarter Ended<br>June 25,<br>2016 | Quarter Ended<br>September 24,<br>2016 | Quarter Ended<br>December 24,<br>2016 | Quarter Ended<br>April 1,<br>2017 |
|-------------------------|--|--|-----------------------------------|--|---------------------------------------|-----------------------------------|
| Store Count (BOP)       | 152                                    | 169                                    | 208                               | 210                                    | 212                                   | 219                               |
| Opened/Acquired         | 18                                     | 47                                     | 2                                 | 2                                      | 6                                     | 2                                 |
| Relocated (a)           | —                                      | —                                      | —                                 | —                                      | 1                                     | (1)                               |
| Closed Boot Barn Stores | (1)                                    | (2)                                    | —                                 | —                                      | —                                     | (1)                               |
| Closed Sheplers Stores  | —                                      | (6)                                    | —                                 | —                                      | —                                     | —                                 |
| Store Count (EOP)       | <u>169</u>                             | <u>208</u>                             | <u>210</u>                        | <u>212</u>                             | <u>219</u>                            | <u>219</u>                        |

- (a) Represents a store opened during the quarter ended December 24, 2016 that replaces a store located less than a mile away whose lease expired and was closed in January 2017.

**Debt Covenant Calculation  
EBITDA Reconciliation**

|  | Fourteen<br>Weeks Ended | Thirteen Weeks Ended |                       |                  |                   |
|--|-------------------------|----------------------|-----------------------|------------------|-------------------|
|  | April 1,<br>2017        | December 24,<br>2016 | September 24,<br>2016 | June 25,<br>2016 | March 26,<br>2016 |
| <b>Boot Barn's Net income</b>  | \$ 2,588                | \$ 10,507            | \$ 479                | \$ 624           | \$ 1,012          |
| Income tax expense   | 1,624                   | 6,719                | 313                   | 266              | 1,029             |
| Interest expense, net  | 3,851                   | 3,637                | 3,651                 | 3,560            | 3,576             |
| Depreciation and intangible asset amortization                       | 4,407                   | 4,207                | 4,017                 | 4,079            | 4,494             |
| <b>Boot Barn's EBITDA</b>  | <b>\$ 12,470</b>        | <b>\$ 25,070</b>     | <b>\$ 8,460</b>       | <b>\$ 8,529</b>  | <b>\$ 10,111</b>  |
| Non-cash stock-based compensation (a)                                | \$ 763                  | \$ 754               | \$ 750                | \$ 756           | \$ 737            |
| Non-cash accrual for future award redemptions (b)                    | (489)                   | 399                  | 133                   | 42               | (797)             |
| Acquisition-related integration costs (c)                            | —                       | —                    | —                     | —                | 1,817             |
| Amortization of inventory fair value adjustment (d)                  | —                       | —                    | —                     | —                | (47)              |
| Loss/(gain) on disposal of assets and contract termination costs (e) | 204                     | (22)                 | 126                   | 59               | 267               |
| Store impairment charge (f)  | 1,164                   | —                    | —                     | —                | —                 |
| <b>Boot Barn's Adjusted EBITDA</b>                                   | <b>\$ 14,112</b>        | <b>\$ 26,201</b>     | <b>\$ 9,469</b>       | <b>\$ 9,386</b>  | <b>\$ 12,088</b>  |
| Additional adjustments (1)   | 156                     | 778                  | 891                   | 1,345            | 959               |
| <b>Consolidated EBITDA per Loan Agreements</b>                       | <b>\$ 14,268</b>        | <b>\$ 26,979</b>     | <b>\$ 10,360</b>      | <b>\$ 10,731</b> | <b>\$ 13,047</b>  |

(1) Adjustments to Boot Barn's Adjusted EBITDA as stipulated in the 2015 Golub Term Loan and June 2015 Wells Fargo Revolver include pre-opening costs, franchise and state taxes, and other miscellaneous adjustments.

(a) Represents non-cash compensation expenses related to stock options, restricted stock awards and restricted stock units granted to certain of our employees and directors.

(b) Represents the non-cash accrual for future award redemptions in connection with our customer loyalty program.

(c) Represents certain store integration, remerchandising, inventory obsolescence and corporate consolidation costs incurred in connection with the integration of Sheplers, which we acquired in June 2015. Includes an adjustment to normalize the gross margin impact of sales of discontinued inventory from Sheplers, which was sold at a discount or written off. The adjustment assumes such inventory was sold at Sheplers' normalized margin rate.

(d) Represents the amortization of purchase-accounting adjustments that decreased the value of inventory acquired to its fair value.

(e) Represents loss/(gain) on disposal of assets and contract termination costs from store closures and unused office and warehouse space.

(f) Represents the store impairment charge recorded at three stores in order to reduce the carrying amount of the assets to their estimated fair values.