
**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): January 30, 2021

FRANCESCA'S HOLDINGS CORPORATION

(Exact Name of Registrant as Specified in Its Charter)

Delaware

(State or Other Jurisdiction of Incorporation)

001-35239

(Commission File Number)

20-8874704

(I.R.S. Employer Identification No.)

**8760 Clay Road,
Houston, Texas**

(Address of Principal Executive Offices)

77080

(Zip Code)

(713) 864-1358

(Registrant's Telephone Number, Including Area Code)

(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))

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Common Stock, par value \$.01 per share	FRAN*	The Nasdaq Stock Market LLC*

* As previously disclosed, the Company's common stock was suspended from trading on The Nasdaq Stock Market ("Nasdaq") at the opening of business on December 15, 2020 and Nasdaq has commenced proceedings to delist and deregister the Company's common stock from Nasdaq.

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 2.01 Completion or Disposition of Assets.

As previously reported, on December 3, 2020, Francesca's Holdings Corporation (the "Company") and each of its subsidiaries (together with the Company, the "Debtors") commenced voluntary cases (the "Chapter 11 Cases") for relief under chapter 11 of title 11 of the United States Code, §§ 101-1532, *et seq.* (the "Bankruptcy Code") in the United States Bankruptcy Court for the District of Delaware (the "Bankruptcy Court"). The Chapter 11 Cases are being jointly administered under the caption In re: Francesca's Holdings Corporation, *et al.*, Case No. 20-13076 (BLS).

Also as previously reported, on January 19, 2021, the Debtors entered into an Amended and Restated Asset Purchase Agreement (the "Amended and Restated Asset Purchase Agreement") with Francesca's Acquisition, LLC, a Delaware limited liability company ("Francesca's Acquisition"), Tiger Capital Group, LLC, a Massachusetts limited liability company ("Tiger" and, together with Francesca's Acquisition, "Buyer"), and TerraMar Capital, LLC, a Delaware limited liability company, pursuant to which Francesca's Acquisition agreed to (a) purchase, upon the terms and subject to the conditions set forth in the Amended and Restated Asset Purchase Agreement, the Acquired Assets (as defined in the Amended and Restated Asset Purchase Agreement) in exchange for (i) a cash purchase price of \$18,000,000, subject to certain adjustments, (ii) the issuance by Francesca's Acquisition of a promissory note to the Debtors in the principal amount of \$1,250,000 payable on or prior to December 31, 2021 and (iii) the reimbursement of certain financing-related fees, and (b) the assumption of certain contracts, leases and other Assumed Liabilities (as defined in the Amended and Restated Asset Purchase Agreement). Pursuant to the terms of the Amended and Restated Asset Purchase Agreement, the Company will be required to change its name within ten business days following the consummation of the Asset Sale.

On January 30, 2021, the Debtors completed the transactions contemplated by the Amended and Restated Asset Purchase Agreement (the "Asset Sale"). The Asset Sale was conducted pursuant to Section 363 of the Bankruptcy Code and was previously approved by the Bankruptcy Court on January 22, 2021. The Company anticipates that there will be no proceeds from the Asset Sale available for distribution to the Company's common stockholders. The Company also entered the Agency Agreement (as defined below) on January 30, 2021 for the purpose of conducting boutique closing sales of inventory at certain of the Company's locations.

In connection with the consummation of the Asset Sale, on February 1, 2021, the obligations under the Company's Senior Secured Superpriority Debtor-In-Possession Credit Agreement were repaid in full and such credit agreement was terminated.

Item 2.05 Costs Associated with Exit or Disposal Activities.

The Company is currently unable in good faith to make a determination of an estimate or range of estimates required to be disclosed by paragraph (b), (c) or (d) of Item 2.05 of Form 8-K with respect to the Asset Sale.

In addition, as previously reported, in connection with the closing of the Asset Sale, on January 30, 2021, the Company (on behalf of itself and the other Debtors) entered into an Agency Agreement (the "Agency Agreement") with Tiger and SB360 Capital Partners, LLC (together, the "Agent"), pursuant to which the Agent will act as the Company's agent for the purpose of conducting boutique closing sales of inventory at certain of the Company's locations. The locations subject to the store closing sales will be determined by Buyer subject to the outcome of negotiations with landlords in the Chapter 11 Cases, among other factors, and subject to the terms of the Amended and Restated Asset Purchase Agreement and Agency Agreement, except that, pursuant to the Amended and Restated Asset Purchase Agreement, Buyer agreed to assume the respective leases for no fewer than 275 boutiques currently operated by the Debtors, which assumption could be pursuant to an amended lease. The Company is currently unable in good faith to make a determination of an estimate or range of estimates required to be disclosed by paragraph (b), (c) or (d) of Item 2.05 of Form 8-K with respect to the boutique closing sales pursuant to the Agency Agreement.

Item 5.02 Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.

(b) On January 30, 2021, Mr. Andrew Clarke resigned from the Board of Directors (the “Board”) of the Company as a Class II director of the Board and from his positions as President and Chief Executive Officer of the Company and from all other positions he holds with the Company and each of its subsidiaries, effective upon the closing of the Asset Sale. The resignation of Mr. Clarke was not the result of a disagreement with the Company or on any matter relating to the Company’s operations, policies or practices. Following the closing of the Asset Sale, Mr. Clarke was appointed as Chief Executive Officer of Francesca’s Acquisition, the purchaser in the Asset Sale, which is an entity unaffiliated with the Company.

On January 30, 2021, Ms. Cindy Thomasee resigned from her position as Executive Vice President and Chief Financial Officer of the Company and from all other positions she holds with the Company and each of its subsidiaries, effective upon the closing of the Asset Sale. The resignation of Ms. Thomasee was not the result of a disagreement with the Company or on any matter relating to the Company’s operations, policies or practices. Following the closing of the Asset Sale, Ms. Thomasee was appointed as Chief Financial Officer of Francesca’s Acquisition, the purchaser in the Asset Sale, which is an entity unaffiliated with the Company.

On February 1, 2021, Mr. Joseph O’Leary and Ms. Patricia Bender resigned from their positions as Class I directors of the Board and Ms. Susan McGalla resigned from her position as a Class II director of the Board, in each case, effective immediately. The resignation of Mr. O’Leary, Ms. Bender and Ms. McGalla was not the result of a disagreement with the Company or on any matter relating to the Company’s operations, policies or practices.

(c) On January 30, 2021, the Board approved the appointment Mr. Anthony Saccullo as the Company’s Wind-down Officer, effective on the first business day following the closing of the Asset Sale (February 1, 2021). Mr. Saccullo, 44, is the founder and managing member of A.M. Saccullo Legal, LLC, a Delaware-based law firm rendering services in commercial bankruptcy, corporate and commercial litigation, and corporation transactions and formation and is also the founding member of Saccullo Business Consulting, a business consulting firm that offers non-legal bankruptcy services to companies and commercial bankruptcy estates, positions he has held since May 2010. Mr. Saccullo has also previously served as liquidating trustee in the wind numerous other retail cases and Saccullo Business Consulting has served, and currently serves, in a number of other retail bankruptcy cases of similar size and complexity to the Chapter 11 Cases.

(e) In connection with the appointment of Mr. Saccullo as Chief Wind-down Officer, on January 28, 2021, the Company entered into an engagement letter with Mr. Saccullo effective on the first business day following the closing of the Asset Sale, to provide for, among other things, a monthly fee of \$20,000 and hourly compensation for certain employees of Saccullo Business Consulting who assist Mr. Saccullo in providing wind-down services to the Company (the “Engagement Letter”). The Engagement Letter also provides for customary indemnification provisions.

The foregoing summary of the Engagement Letter for Mr. Saccullo is qualified in its entirety by the full text of the Engagement Letter. A copy of the Engagement Letter is filed as Exhibit 10.1 to this Current Report on Form 8-K and incorporated by reference herein.

Except as described above, there are no arrangements or understandings between Mr. Saccullo and any other person pursuant to which Mr. Saccullo was appointed as Chief Wind-down Officer and there are no transactions between the Company and Mr. Saccullo that would require disclosure under Item 404(a) of Regulation S-K. No family relationship exists between Mr. Saccullo and any director or other executive officer of the Company.

Item 7.01 Regulation FD Disclosure.

On February 1, 2021, the Company issued a press release announcing the closing of the Asset Sale disclosed under Item 2.01 of this Current Report on Form 8-K. A copy of the press release is furnished as Exhibit 99.1 to this report. This information shall not be deemed “filed” for purposes of Section 18 of the Securities Exchange Act of 1934, as amended, and is not incorporated by reference into any filing of the Company, whether made before or after the date hereof, regardless of any general incorporation language in such filing.

Item 8.01 Other Events.

Due to the considerable amount of time and resources that management must devote to the Chapter 11 Cases and related administrative requirements, the Company does not have access to sufficient resources to continue filing the periodic reports required by Sections 13 or 15(d) under the Exchange Act. As a result, the Company does not intend to file a Quarterly Report on Form 10-Q for the fiscal quarter ended October 31, 2020 or an Annual Report on Form 10-K for the fiscal year ended January 30, 2021, including accompanying financial statements and related notes, or any other reports on Form 10-Q or Form 10-K, for subsequent periods. Instead, until the Company's common stock is cancelled and of no further force or effect, the Company intends to file with the SEC Current Reports on Form 8-K containing (a) disclosure of all material events in the Chapter 11 Cases and (b) as exhibits, the operating and financial reports that are filed by the Company with the Bankruptcy Court. The Company believes that the Current Reports on Form 8-K to be filed by the Company as described above will provide investors with information about the material events in the Chapter 11 Cases and the assets and liabilities of the Company.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits

Exhibit No.	Description
2.1	Amended and Restated Asset Purchase Agreement, dated January 19, 2021, by and among Francesca's Holdings Corporation, a Delaware corporation, Francesca's Services Corporation, a Texas corporation, Francesca's Collections, Inc., a Texas corporation, Francesca's LLC, a Delaware limited liability company, Francesca's Acquisition, LLC, a Delaware limited liability company, Tiger Capital Group, LLC, a Delaware limited liability company, and TerraMar Capital, LLC a Delaware limited liability company (incorporated by reference to Exhibit 2.1 of the Current Report on Form 8-K filed by Francesca's Holdings Corporation on January 21, 2021)
10.1	Engagement Letter, dated January 28, 2021, by and among Mr. Anthony Saccullo and Francesca's Holdings Corporation, Francesca's LLC, Francesca's Collections, Inc. and Francesca's Services Corporation
99.1	Press Release issued by Francesca's Holdings Corporation on February 1, 2021

SIGNATURES

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

FRANCESCA'S HOLDINGS CORPORATION

Date: February 3, 2021

By: /s/ Anthony Saccullo
 Anthony Saccullo
 Chief Wind-down Officer



Anthony M. Saccullo
ams@sacculloconsulting.com
(302) 753-3100 (cell)

January 28, 2021

Via Electronic Mail

Francesca's Holding Corporation
Francesca's LLC, Francesca's Collections, Inc.,
and Francesca's Services Corporation
c/o Maria J. DiConza, Esquire
O'Melveny & Myers LLP
Times Square Tower
7 Times Square
New York, NY 10036
mdiconza@omm.com

Re: Engagement of Saccullo Business Consulting, LLC for Wind-Down Services

Dear Ms. DiConza:

I am pleased that Francesca's Holdings Corporation, Francesca's LLC, Francesca's Collections, Inc., and Francesca's Services Corporation, as debtors and debtors in possession (collectively, the "Debtors") have decided to retain Saccullo Business Consulting, LLC ("SBC") and me to assist the Debtors as wind-down officer and personnel for the Debtors. I, Anthony M. Saccullo, will serve as the wind-down officer for the Debtors (the "Wind-Down Officer"). Additional SBC personnel (the "Additional Personnel") will support and assist me as the Wind-Down Officer in the execution of the duties set forth herein.

Effective Date of Engagement.

The Debtors are current chapter 11 debtors in a bankruptcy proceeding pending before the United States Bankruptcy Court for the District of Delaware, Case No. 20-13076 (collectively, the "Cases"). This letter agreement (the "Agreement") and the effective date of this engagement shall be as of the first business day after the date of the closing (the "Closing Date") of the sale of substantially all of the Debtors' assets (the "Sale") to Francesca's Acquisitions, LLC and Tiger Capital Group, LLC (together, the "Purchaser"), pursuant to the terms of that certain Asset Purchase Agreement (as amended from time to time, the "APA"), dated as of January 19, 2021, by and among the Debtors and the Purchaser, which Closing Date is anticipated to occur on or about January 30, 2021.

Wind-Down Services.

As the Wind-Down Officer, I will be responsible for managing all of the Debtors' affairs from and after the Closing Date and will have any and all powers and authority of an officer of the corporation necessary to wind down the business and affairs of the Debtors, including the authority to retain and direct estate professionals and utilize such administrative assistance as I deem reasonably necessary.

27 CRIMSON KING DRIVE, BEAR, DELAWARE 19701
TEL: (302) 832-5595 FAX: (302) 836-8787

Scope of Services.

In connection with this engagement, as the Wind-Down Officer, I will perform or cause to be performed by the Additional Personnel such services as are reasonably necessary to effectuate the wind down of the Debtors' business affairs and bankruptcy estates (collectively, the "Wind-Down Services"), including, without limitation:

- a) taking actions as I reasonably deem appropriate to minimize administrative expenses of the Debtors' estates;
- b) overseeing the disposition of the chapter 11 cases through the filing of a liquidating plan;
- c) overseeing the professionals retained by the Debtors;
- d) authorizing and causing the payment of the Debtors' final bills from funds of the Debtors' estates only;
- e) establishing and administering any accounts required to be established pursuant to the liquidating plan or the APA;
- f) causing the Debtors to comply with all other post-closing obligations of the Debtors under the APA;
- g) acting on behalf of the Debtors with respect to any transitional services agreement between the Debtors and the Purchaser under the APA;
- h) supervising the Debtors' professionals and advisors in connection with the preparation and filing of tax returns for the Debtors and Form 5500s for the Debtors' employee benefit plans;
- i) overseeing the preparation and filing of any necessary state regulatory filings, monthly operating reports and other reporting required by the Bankruptcy Court or the U.S. Trustee;
- j) cooperating with the Purchaser on transition issues;
- k) reviewing, revising, and executing on behalf of the Debtors the Debtors' liquidating plan and disclosure statement;
- l) appearing before the Bankruptcy Court as representative of the Debtors on an as-needed basis;
- m) overseeing and causing the disposition of the Debtors' records in compliance with applicable law; and
- n) all other administrative matters incident to the wind down of the Debtors' business affairs and bankruptcy estates as the Wind-Down Officer reasonably deems necessary.

All of the Wind-Down Services shall be accomplished at the sole expense of the Debtors. The terms of SBC's engagement hereunder will obligate the Wind-Down Officer and any Additional Personnel to devote only such time as SBC and the Wind-Down Officer reasonably deem necessary to perform the Wind-Down Services.

No Legal Services.

Preliminarily, as you may be aware, I am currently an attorney licensed to practice in the State of Delaware. Neither I, SBC, nor any other SBC consultants, will provide any legal services or legal advice to the Debtors or the Wind-Down Officer. It is expressly understood that by executing this Agreement, the Debtors acknowledge that I, SBC, and its consultants will not provide any legal advice or legal services throughout the course of this relationship, and that the Wind-Down Officer may retain legal counsel in the Cases to be compensated by the Debtors.

Fees and Hourly Rates.

It is in the best interests of our clients that they be fully informed of our billing practices. For Wind-Down Services rendered in connection with this engagement, the Debtors shall pay SBC: (i) a monthly fee of \$20,000 for the Wind-Down Officer's services (the "Monthly Fee"), and (ii) hourly compensation for the Additional Personnel's services based on SBC's hourly rates. The services rendered by the Additional Personnel pursuant to this Agreement will be billed on an hourly basis. The hourly rates for SBC consultants range from \$150 to \$450 per hour. SBC utilizes consultants who are compensated as independent contractors of SBC based, in substantial part, on fees received by SBC. Substantially all of their services in this practice area are rendered through the SBC; and they are featured on SBC's marketing materials. It is expressly understood that the Monthly Fee will be earned in addition to the hourly rates of the Additional Personnel. None of the fees paid to SBC shall be required to be paid to compensate counsel for the Wind-Down Officer. Any counsel for the Wind-Down Officer shall be compensated by the Debtors separate and apart from the compensation paid to SBC.

The performance of services pursuant to this Agreement may involve costs and expense, some of which must be paid to third parties. These expenses include, but are not limited to travel costs, telecopier (facsimile) costs, messenger services, long distance telephone charges. In addition to the Monthly Fee and hourly compensation, SBC will bill the Debtors for reasonable and documented out-of-pocket expenses of the Wind-Down Officer and any Additional Personnel incurred that are related to the performance of the Wind-Down Services, including, but not limited to, costs of travel, reproduction, legal counsel, any applicable state sales or excise taxes, and other direct expenses.

Term.

The engagement will commence on the Closing Date and will continue until the effective date of the Debtors' plan of liquidation (the "Plan Effective Date"). Upon the Plan Effective Date, it has been represented to me that the liquidating trustee or plan administrator under the Debtors' plan and applicable trust documents will be vested with full authority over the Debtors' assets remaining after the distributions to creditors made on the Plan Effective Date, and the role and authority of the Wind-Down Officer shall be terminated; *provided however*, nothing shall prevent the Wind-Down Officer from acting as liquidating trustee or plan administrator under the liquidating plan. This Letter shall not constitute an agreement that I or SBC shall provide any services to the liquidating trustee or plan administrator, and a separate agreement shall be negotiated and executed, if appropriate.

Termination of this Agreement shall not affect (i) the Debtors' obligation to pay for Wind-Down Services previously rendered by SBC, or expenses reasonably incurred by SBC prior to such date of termination for which SBC is entitled to reimbursement; or (ii) SBC's continuing confidentiality obligations to the Debtors under this Agreement.

Motion to Approve Agreement.

SBC and I understand that the Debtors will seek in the Cases an order approving this Agreement and the appointment of the Wind-Down Officer and SBC pursuant to the terms of this Agreement. This Agreement is subject to the approval of the Bankruptcy Court.

Conflicts.

SBC and I are not currently aware of any relationship that would create a conflict of interest with the Debtors or those parties-in-interest of which the Debtors has made SBC aware. SBC will not represent, and SBC has not represented, the interests of other entities or people which had or have or may have adverse relationships with the Debtors, including creditors of the Debtors, in connection with this engagement.

Confidentiality.

SBC and I agree that any confidential information received as Wind-Down Officer or Additional Personnel shall be used only for the purposes of providing or receiving Wind-Down Services under this Agreement. Except as provided below, SBC and I will not disclose the Debtor's confidential information to any third party. Confidential information shall not include information that: (i) is or becomes generally available to the public other than as a result of a breach of an obligation under this section; (ii) is acquired from a third party who, to the recipient party's knowledge, owes no obligation of confidence in respect of the information; or (iii) is or has been independently developed by the recipient. Notwithstanding anything to the contrary herein, SBC and I will be entitled to disclose confidential information received as Wind-Down Officer or Additional Personnel to the extent that it is required by a valid legal or regulatory proceeding.

Indemnification.

The Debtors and their estates hereby agree to defend, protect, indemnify and hold harmless SBC, me, and its Personnel (each of the foregoing being an "Indemnitee" and all of the foregoing being collectively the "Indemnitees") from and against any and all claims, actions, damages, liabilities, judgments, costs and expenses (including all fees and disbursements of counsel, legal assistants and paralegals which may be incurred in the investigation or defense of any matter and, in the event of litigation, at all trial and appellate levels) imposed upon, incurred by or asserted against any Indemnitee, whether direct, indirect or consequential and whether based on any federal, state, local or foreign laws or regulations, under common law on an equitable cause, or on contract or otherwise by reasons of an Indemnitee's services to the Debtors (irrespective of whether an Indemnitee's services have been rendered in connection with this engagement or otherwise), except for any such claims, damages, liabilities and expenses that are found by a final judgment of a court of competent jurisdiction to have resulted primarily and directly from such Indemnitee's willful misconduct or gross negligence. In the event this indemnity is unenforceable as a matter of law as to a particular matter or consequence referred to herein, it shall be enforceable to the full extent permitted by law. No Indemnitees shall have any liability to the Debtors for any action taken, or for refraining from the taking of any action, or for errors in judgment, except for any such claims, damages, liabilities, and expenses that are found by a final judgment of a court of competent jurisdiction to have resulted primarily and directly from any Indemnitee's willful misconduct or gross negligence.

This indemnification applies, without limitation, to any act, omission, event, or circumstance existing or occurring on or prior to the termination of the relationship between SBC, the Debtors, and me. The indemnification provisions set forth above shall be in addition to any liability the Debtors may otherwise have to SBC or me. Without prejudice to the survival of any other obligation of the Debtors to the Indemnities, the obligations of the Debtors contained herein shall survive the termination of the relationship between SBC, me, and the Debtors.

Limitation of Liability.

The Indemnitees shall not be subject to personal liability for any expenses incurred or accrued by any party in connection with the performance of the duties of the Wind-Down Officer or Additional Personnel, except in the case of gross negligence or willful misconduct.

Entire Agreement.

This Agreement sets forth the entire agreement between the SBC, the Debtors, and me with respect to its subject matter and may not be changed orally but only by agreement in writing signed by the parties hereto.

Severability.

In the event any provision of this Agreement is found to be legally unenforceable, such unenforceability shall not prevent the enforcement of any other provision.

Amendments and Modifications.

This Agreement may not be amended or modified except in writing executed by each of the signatories hereto.

Governing Law.

This Agreement shall be governed and construed in accordance with the laws of the State of Delaware, regardless of the laws that might otherwise govern under applicable principles of conflicts of law thereof.

Jurisdiction.

The Debtors, SBC, and I agree that the Bankruptcy Court shall have exclusive jurisdiction over any and all matters arising under or in connection with this Agreement.

Counterparts.

This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. Each of the undersigned parties represents that he/she is duly authorized to execute this Agreement on behalf of the respective party.

No Employee or Agency Relationship.

It is expressly understood that this Agreement in no way contemplates the formation of an employer/employee relationship by and between SBC (and its consultants), the Debtors, and me. The relationship between SBC (and its consultants), the Debtors, and me will be that of an independent contractor.

No Assumption of Liabilities.

Notwithstanding any provision herein to the contrary, SBC and I do not assume, and shall not be deemed to have assumed, any liabilities, debts or obligations of the Debtors or their estates of any kind or description.

Amendments.

This Agreement may only be amended or modified by a written agreement duly executed by each party hereto.

If this letter correctly sets forth your understanding of the scope of the services to be rendered by SBC and me, and if the terms of the engagement are satisfactory, please execute the enclosed copy of this letter and return it to us. If the scope of the service described is incorrect or if the terms of the engagement set forth in this letter are not satisfactory to you, please let us know in writing in order that we can discuss either aspect.

Sincerely,

/s/ Anthony M. Saccullo

Anthony M. Saccullo

Francesca's Holding Corporation
Francesca's LLC, Francesca's Collections, Inc.,
and Francesca's Services Corporation

By: /s/ Cindy Thomassee

Title: Chief Financial Officer



FRANCESCA'S® COMPLETES SECTION 363 ASSET SALE

Under New Ownership, francesca's® Will Continue to Serve Customers in at Least 275 Boutiques

HOUSTON, TX – February 1, 2021 – Francesca's Holdings Corporation (the "Company") and Francesca's Acquisition LLC, an affiliate of TerraMar Capital LLC ("TerraMar"), today announced, after a fulsome auction and sale process under Section 363 of the United States Bankruptcy Code, that it completed the sale of substantially all of francesca's® assets, including all inventory and the francesca's® brand, to Francesca's Acquisition LLC, Tiger Capital Group LLC ("Tiger") and SB360 Capital Group, LLC ("SB360").

francesca's® will continue to serve its customers through at least 275 boutiques, its e-commerce channels and the Company's existing Houston, TX headquarters. The new francesca's® business has firm financial footing, which includes a new \$25 million asset based revolving credit facility provided by affiliates of Tiger and SB360, Tiger Finance, LLC and Second Avenue Capital Partners, LLC.

The bankruptcy estates will be wound down through a liquidating plan.

"Today marks a new day for francesca's®. We are excited to complete the sale of francesca's® assets to our new ownership group who are committed to our business, our people and our brand. With the support of TerraMar, Tiger and SB360, we look forward to exploring new brand avenues, expanding our ecommerce channels, and providing our customers with the latest fashion options and treasure hunt experiences they know and love," said Andrew Clarke, francesca's® Chief Executive Officer.

"The closing of this transaction begins a new era for francesca's®. The Company is well positioned to continue to provide great products for its customers but also expand new channels for growth." said Joshua Phillips, Managing Partner of TerraMar.

Andy Babcock, Managing Director of Tiger said, "We are excited to be partnering with TerraMar and Mr. Clarke's leadership team to invest in the future growth of francesca's®. We see tremendous opportunity to take what is already a high-quality quality brand and, by bringing the necessary financial resources, create an even more sustainable business."

francesca's® was represented in the sale by O'Melveny & Myers LLP and Richards Layton & Finger, P.A. as bankruptcy counsel and FTI Consulting, Inc. and FTI Capital Advisors LLC as the Company's financial advisor and investment banker. TerraMar Capital, LLC and Francesca's Acquisition, LLC was represented by McDonald Hopkins LLC and Young Conaway Stargatt & Taylor, LLP as counsel. Tiger Finance and Tiger Capital Group, LLC were represented by Greenberg Traurig, LLP.

Additional Information

Additional information about the asset sale, as well as other documents related to the restructuring and reorganization proceedings, is available at <https://cases.stretto.com/francescas>.

About Francesca's Holdings Corporation

francesca's® is a specialty retailer that operates a nationwide-chain of boutiques providing customers a unique, fun and personalized shopping experience. The merchandise assortment is a diverse and balanced mix of apparel, jewelry, accessories and gifts. As of today, francesca's® operates approximately 461 boutiques in 45 states throughout the United States and also serves its customers through www.francescas.com and its mobile app. For additional information on francesca's®, please visit www.francescas.com.



About TerraMar Capital LLC

TerraMar Capital LLC is an investment platform headquartered in Los Angeles that provides debt and equity capital to middle-market businesses facing an inflection point. We offer customized capital solutions for complex situations where speed and certainty are often important considerations.

About Tiger Capital Group, LLC.

Tiger Capital Group provides capital, asset valuation, advisory and disposition services to a broad range of retail, wholesale, and industrial clients. With over 40 years of experience and significant financial backing, Tiger offers a uniquely nimble combination of expertise, innovation and financial resources to drive results. Tiger's seasoned professionals help clients identify the underlying value of assets, monitor asset risk factors and, when needed, provide capital or convert assets to capital quickly and decisively. Tiger maintains offices in New York, Los Angeles, Boston, Chicago, Houston and Toronto.

francesca's® Contact:

Cindy Thomassee

832-494-2240

IR@francescas.com
