GORDMANS SAVINGS PLUS PLAN

SUMMARY PLAN DESCRIPTION

REVISED:

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INTRODUCTION

Savings Plus is a 401(k) savings plan that allows you to save for retirement and reduce your current taxes at the same time. After you become eligible to participate in the Plan, you have the option to defer as much as 100% of your pay (after deduction of all applicable income and employment taxes) to the Savings Plus Plan.

Your salary deferrals will be applied to your Savings Plus Plan account before you pay income taxes on your earnings. This process, known as salary reduction, allows you to reduce your current taxable income while building long-term retirement savings.

Over the years, Savings Plus can help you save a large part of your retirement income. It is important to remember that Savings Plus is not designed to be the only source of retirement income. Other possible sources include:

- Social Security;
- Other employer-sponsored retirement plans you participate in during your career; and
- Personal savings.

Because Savings Plus contributes to your retirement income, it is important for you to understand the Plan's basic features. This document explains:

- How you become a Plan participant ;
- How your account grows;
- Available investment options;
- When you can receive a payment from the Plan; and
- How the Plan is administered.

Please share this information with your family members and be sure to keep this summary for future reference.

This is only a summary of the Savings Plus Plan. The Plan is based on a legal document as in effect on January 1, 2007. It replaces any earlier summaries you may have received. If there are differences between this summary and the Plan document, the Plan document will govern.

If you have questions about the Plan or would like to see a copy of the Plan document, contact the Benefits Department.

WHO ARE THE PARTICIPATING EMPLOYERS?

The Plan is sponsored by Gordmans, Inc., and employers related to Gordmans, Inc. (referred to as "Participating Employers") who have agreed to adopt this Plan. If you work for one of these Participating Employers and meet the eligibility requirements, you will participate in the Plan.

- Gordmans, Inc.
- Gordmans Distribution Company, Inc.
- Gordmans Management Company, Inc.
- RGHP Properties, LLC

A current list of the Participating Employers, their addresses, and employer identification numbers is available upon request of the Plan Administrator.

Gordmans, Inc. is the Sponsor of the Plan and each Participating Employer has authorized Gordmans Inc. to exercise on its behalf all of the powers and authorities conferred by the Plan upon the sponsoring employers, including the authority to amend and terminate the Plan.

HOW DO I PARTICIPATE IN THE PLAN?

You may participate in Savings Plus on the first day of the month following your completion of one year of eligibility service and reaching age 21. Your initial year of eligibility service is the period of twelve consecutive months beginning with your date of hire during which you complete at least 1,000 hours of service. If you do not complete at least 1,000 hours within your first twelve months of employment, you must complete at least 1,000 hours during a subsequent plan year to be eligible to participate. The subsequent computation period begins with the plan year that includes your first employment anniversary. Your eligibility date for plan years after the initial twelve-month computation period is the day you complete 1,000 hours of service. In no event, will you become eligible to participate in Savings Plus before the first anniversary of your date of hire or before you reach age 21.

> **Example:** Mary's date of hire is February 16, 2006 and she has attained age 21. Between February 16, 2006, and February 16, 2007, Mary completes 800 hours of service. During the 2007 plan year (which begins on January 1, 2007), Mary completes 1,000 hours of service on July 18, 2007. Mary will not be eligible to participate in Savings Plus until August 1, 2007. This is because Mary did not complete 1,000 hours of service during her first twelve months on the job. If she had completed 1,000 hours of service during her first year, she would have been eligible to participate in Savings Plus on March 1, 2007. Mary did, however, complete more than 1,000 hours of service during the

2007 plan year. Therefore, she will be eligible to participate in Savings Plus on the first day of the month following her completion of 1,000 hours of service in the 2007 plan year (but in no event earlier than February 16, 2007, the one-year anniversary of her date of hire).

You cannot participate in Savings Plus if you are a leased employee or if you are a nonresident alien earning no U.S. income.

If you are a former employee Footstar, Inc. who was directly employed from Footstar, Inc. by Gordmans, Inc. between May 18, 2004 and July 9, 2004, you are credited for your service performed with Footstar, Inc. for purposes of determining your eligibility to participate in the Savings Plan.

DO I NEED TO ENROLL IN THE PLAN?

Shortly after you are identified as eligible to participate in the Savings Plus Plan, you will receive from the Benefits Department an enrollment package which contains the information you will need to enroll in the Plan. Once you have had a chance to review the information, you can enroll by doing the following:

- Complete the Electronic Signature Authorization Form (ESAF) and return it to the Benefits Department before being permitted to complete any account transactions after you have enrolled.
- Call the Savings Plus Hotline at 1-800-741-3212.
- Complete the salary deferral and investment election modules.

After you enroll through the Savings Plus Hotline, you enter the Plan on the first day of the calendar month that next follows your eligibility date. Your Savings Plus contributions will begin as soon as administratively feasible after you have elected to enroll in the Plan.

For example, if you become eligible for the Plan and enroll on January 15, you will enter the Plan on February 1 and your contributions will start as soon as administratively feasible in February.

WHAT ARE HOURS OF SERVICE?

Hours of service help determine your initial eligibility to participate in the Plan, as previously described.

You receive an hour of service for every hour you are paid for working for a Participating Employer and up to 501 hours for any single continuous period during which you are not actively at work. This includes hours for time-off such as vacation, holiday, sick leave, illness, incapacity (including disability), layoff, jury duty, or military duty.

Hours of service are determined from the Participating Employer's records of hours worked. Contact the Benefits Department if you have any questions about how your hours of service are credited.

HOW ARE CONTRIBUTIONS MADE TO THE PLAN?

There are four types of Savings Plus contributions:

- ***Basic Contributions***, which you make through salary reduction.
- ***Catch-Up Basic Contributions***, which you make through salary reduction if you are at least age 50.
- ***Matching Contributions***, which the Participating Employer makes on your behalf.
- ***Qualified Non-Elective Contributions***, which are made to non-highly compensated Plan participants by the Participating Employer.
- ***Rollover Contributions***, which you make by transferring tax-deferred funds from another employer's qualified retirement plan, such as a 401(k) savings plan, employee stock ownership plan, an individual retirement account, an Internal Revenue Service Code Section 403(b) plan, and an eligible deferred compensation plan described in Internal Revenue Code Section 457(b) maintained by a state, political subdivision of a state or any agency or instrumentality thereof. The Plan, however, will not accept all or any portion of a Rollover Contribution which is attributable to after-tax employee contributions.

WHAT ARE BASIC CONTRIBUTIONS?

When you enroll in Savings Plus through the Savings Plus Hotline, you will be prompted to enter the percentage of your annual pay you wish to contribute to your Basic Contribution Account. Your contributions--called Basic Contributions--can be up to 100% of your pay (as reduced by applicable income and employment taxes and other amounts required to be withheld from your pay). The Basic Contribution can be in the form of a specific dollar amount or as a whole percentage increment of your pay. The IRS limits the maximum dollar amount you may contribute to your Basic Contribution Account each calendar year. The limit for Basic Contributions in 2007 is $15,500. The limit will be increased for inflation in future years. If you have questions about the current IRS limit, contact the Benefits Department for the current IRS limit.

The amount you defer will be deducted from your pay on a before-tax basis. You won't pay federal and most state and local income taxes on your Basic Contributions or earnings until you start receiving money from the Plan. In the meantime, your regular contributions to Savings Plus will reduce your current taxable income, as shown in the following example:

This example assumes that Peter is single, has no dependents, earns $30,000 in 2007, and does not itemize his deductions. The example compares two scenarios. In the first scenario, Peter contributes 6% of his 2007 salary to Savings Plus on a before-tax basis. In the second scenario, Peter does not make any contributions to Savings Plus.

	Peter contributes 6% to Savings Plus	**Peter does not contribute to Savings Plus**
Annual Salary	$30,000.00	$30,000.00
Savings Plus Basic Contribution	$1,800.00	$0.00
Personal Exemption	$3,400.00	$3,400.00
Standard Deduction	$5,350.00	$5,350.00
Taxable Income	$19,450.00	$21,250.00
Tax Due	$2,526.25	$2,796.25

As you can see from the example, Peter realizes an income tax savings of $270 for 2007 by participating in Savings Plus. Peter may also realize additional income tax savings from a tax credit equal to a specified percentage of his Basic Contributions if his adjusted gross income does not exceed certain limits. For example, if Peter's adjusted gross income does not exceed $26,000 under a single taxpayer return, the credit would be up to 10 percent of his Basic Contributions (not to exceed $2,000). This tax credit may be up to 50 percent for participants with adjusted gross incomes of less than $15,500 ($31,000 for participants filing a joint federal income tax return).

This example is for illustrative purposes only and only takes into account the Federal Income Tax savings. See a tax advisor to determine your specific savings.

WHAT ARE CATCH-UP BASIC CONTRIBUTIONS?

If you have attained age 50 before the close of any Plan Year, you may elect to make Catch-Up Basic Contributions to the Plan which exceed the dollar limits set forth above for your Basic Contributions. The limit for Catch-Up Basic Contributions in 2007 is $5,000. This limit will be increased for inflation in future years. In no event, however, can you contribute more than 100% of your pay (after deduction of all applicable income and employment taxes).

You must notify the Plan Administrator that you are making Catch-Up Basic Contributions in such manner as may be required by the Plan Administrator.

WHAT ARE MATCHING CONTRIBUTIONS?

If you participate in Savings Plus, your employer may make Matching Contributions on your behalf as determined from time to time by the Board of Directors of Gordmans Inc. Until further action is taken by the Board of Directors, a Matching Contribution will be made each payroll period equal to 50% of the Basic Contributions you make on the first 4% of pay in that payroll period.

The following example illustrates how Matching Contributions would be calculated under the Matching Contribution rates currently in effect.

Peter earns $1,000 in each payroll period. He contributes 6% of his salary each payroll period to Savings Plus as a Basic Contribution. Each payroll period his Employer will make a Matching Contribution on Peter's behalf equal to 50% of Peter's Basic Contributions on the first 4% of his pay for that payroll period.

Peter's Periodic Salary	$ 1,000
Peter's Basic Contribution (6% of Salary)	$ 60
Matching Contribution (50% of Basic Contributions on first 4% of pay - $40)	$ 20
Total Contributions	$ 80

The Sponsoring Employer may change or even eliminate the rate of Matching Contribution or the manner in which the Matching Contribution is calculated. You will be notified of any such future changes in the Matching Contributions.

You are always 100% vested in Matching Contributions made to your account.

WHAT ARE QUALIFIED NON-ELECTIVE CONTRIBUTIONS?

The Sponsoring Employer has the discretion to determine that a Qualified Non-Elective Contribution shall be made for a given plan year. If a Qualified Non-Elective Contribution is made, it will be allocated to your account according to a ratio that compares your compensation for the plan year to the total compensation for all eligible participants for the plan year. Certain highly compensated employees are not eligible for an allocation.

WHAT ARE ROLLOVER CONTRIBUTIONS?

Rollover Contributions occur when you move tax-deferred funds from one qualified retirement plan to another qualified plan, either directly or indirectly. Upon approval, you can make Rollover Contributions prior to meeting the eligibility requirements for Savings Plus as well as after you begin to contribute.

You are always 100% vested in your Rollover Contributions, and they are subject to the same distribution rules as your other contributions to Savings Plus. However, Rollover Contributions do not qualify for Matching Contributions. Contact the Benefits Department for additional information about making Rollover Contributions.

HOW DO YOU DEFINE ELIGIBLE COMPENSATION?

Your Basic Contributions are based on your eligible compensation from your Employer, including:

- Base salary or wages;
- Overtime pay;
- Bonuses;
- Commissions;
- Shift pay differentials;
- Incentive pay; and
- Weekend and holiday pay.

Your annual compensation for Plan purposes cannot exceed an annual limit set by the IRS. This dollar limit may be changed periodically to reflect cost of living adjustments. Contact the Benefits Department for the current compensation limit.

WHAT DOES THE PLAN COST ME?

Unless paid by the Participating Employers, the Investment Manager, Trustee and recordkeeping fees will be paid by the Plan. Any fees that are paid by the Plan will result in a reduced investment return that is reported to you on your participant account statements. You are responsible for any applicable loan initiation fees.

WHAT IS A SECTION 404(c) PLAN?

The Savings Plus Plan is intended to be a plan described in Section 404(c) of the Employee Retirement Income Security Act of 1974 (ERISA). As long as the Plan complies with Section 404(c), then the fiduciaries of the Plan, including Gordmans, Inc., the Plan Administrator and the Trustee, and their respective representatives, will be relieved of legal liability for any losses realized by your Plan account which is the direct and necessary result of your investment directions under the Plan. The procedures established by the Trustee and Plan Administrator for making investment directions must be strictly followed to assure that your investment directions are properly executed.

The Trustee and Plan Administrator will provide you the necessary information concerning the procedures for the directed investment of your Plan account. This information will include all disclosures and information concerning the Plan's investment funds as required by Section 404(c) of ERISA, including the makeup and performance of any investment fund. If you have any other questions that are not addressed by such information, contact the Plan Administrator for further details.

HOW IS MY SAVINGS PLUS ACCOUNT INVESTED?

Your individual Savings Plus account is pooled with the accounts of all other Plan participants and placed in a trust fund for the exclusive benefit of Plan participants and their beneficiaries. The trust fund is made up of several investment funds, which are selected by the Plan's Benefits Committee. Before you become eligible to participate in the Plan, you will be provided with information regarding these investments to allow you to determine how your Savings Plus Plan account should be invested. The Investment Committee has the discretion to change or eliminate the available funds at any time. When you enroll in Savings Plus through the Savings Plus Hotline, you direct the Plan Trustee to invest your account in one fund or divide your account among any of the available funds in multiples of 1%.

HOW OFTEN DO I GET AN ACCOUNT STATEMENT?

You will receive a statement showing the status of your account as of the end of each calendar quarter (March 31, June 30, September 30 and December 31). The statement will list your Basic and Rollover Contributions, as well as any Matching or Qualified Non-Elective Contributions made by your Employer. Any loans, withdrawals, or investment earnings will also be shown on the statement.

Savings Plus is valued daily. Your Savings Plus account is updated as of each daily date to reflect the trust fund's investment gains or losses, as well as contributions made to your account and loans or withdrawals made. The portion of each investment fund's gain or loss that is credited to your account is based on how your average account balance invested in that fund compares to the average account balance of all participants invested in that fund.

If you have questions about your statement, please contact the Benefits Department.

WHEN CAN I RECEIVE A BENEFIT FROM THE PLAN?

If any of the following events occur, you will be eligible to receive a benefit from your Savings Plus account:

- You reach normal retirement age (as long as you are still working for the Participating Employers);
- You quit working for the Participating Employers;
- You die;
- You become disabled and, as a result, your employment with the Participating Employers ends; or
- You reach age 59-1/2 and are still employed by the Participating Employers

HOW MUCH IS MY BENEFIT?

You will receive a benefit equal to the full value of your Savings Plus account, which consists of your Basic and Rollover Contributions, any Matching Contributions or Qualified Non-Elective Contributions made by your Employer, and any investment earnings (or minus any losses) on these contributions. This means you are vested in, or own, 100% of your account balance.

WHAT IS NORMAL RETIREMENT AGE?

Normal retirement age is defined as the later of age 65 or the fourth anniversary of your hire date.

Your normal retirement date is the first day of the month coinciding with or next following the date you reach normal retirement age. If you continue working for a Participating Employer beyond this date, your retirement date is the first day of the month coinciding with or next following the date your employment ends.

WHAT QUALIFIES AS A DISABILITY?

Disability means a physical or mental impairment which entitles an individual to receive Social Security disability benefits, or which, based upon the certification of a physician approved by Gordmans, Inc., renders an individual incapable of performing the duties which he was employed to perform.

WHO RECEIVES A BENEFIT UPON MY DEATH?

If you die while you are employed by a Participating Employer, your designated beneficiary will be entitled to receive a benefit equal to the value of your Savings Plus account. Your beneficiary must apply for your benefit.

You designate a beneficiary when you become eligible to participate in the Plan. If you choose more than one beneficiary, you decide the percentage allocated to each. You may also decide the sequence in which beneficiaries receive your benefit, in case one or more of your beneficiaries dies.

If you choose a beneficiary other than, or in addition to, your spouse, your spouse must give written consent to your choice in front of Plan representative or notary public. If your spouse does not give such consent, and if, upon your death, you have been married to your spouse for at least one year, your spouse is automatically the sole beneficiary. This consent is not required if your spouse cannot be located.

You may change your beneficiary designation at any time by completing a Designation of Beneficiary Form available from the Benefits Department.

If you do not choose a beneficiary in the manner required by the Plan before you die, your account balance will be paid to your spouse, if you are married. If you have no spouse, your account balance will be paid to your surviving children, including adopted children, in equal shares. If you have no children, your account balance will be paid to your surviving parents in equal shares. If your parents are no longer living, your account balance will be paid to your estate.

If your beneficiary dies before your entire account balance is distributed, the remaining portion of your account balance will be distributed to the beneficiary's estate unless your beneficiary designation provides otherwise.

HOW IS MY SAVINGS PLUS ACCOUNT PAID TO ME?

The value of your Savings Plus account will be paid to you in a single lump sum cash payment. For purposes of determining the value of your lump sum distribution, the lump sum cash value of your account is determined by the closing price on the day the distribution is processed after receipt of your accurate and complete distribution form. You must formally apply for a benefit as described below.

You will owe income taxes on your Plan benefit when you receive it. However, you may defer paying taxes if you roll over your account to another qualified retirement plan or an Individual Retirement Account (IRA). Consult a tax advisor before you receive a payout from the Plan.

HOW DO I APPLY FOR MY BENEFIT?

You (or your beneficiary) must apply for your benefit by completing an Application for Benefit Distribution (Retirement, Disability, or Termination of Employment) Form, available from the Plan Administrator. Your completed form should be returned to the Plan Administrator where it will be reviewed for accuracy. Your account will be paid in a lump sum of cash as soon as administratively possible following your request.

If your account balance is more than $1,000, you must give consent for payment. You have the option to consent to an immediate distribution or leave the money in Savings Plus until a later date. If you never give consent, your account balance will be paid to you within 60 days following the end of the calendar year in which the latest of these events occurs:

- You turn age 65; or
- Your employment with the Participating Employers ends

In any case, you must begin to receive payment of your account balance by April 1 of the year following the year in which you reach age 70-1/2 or, if later, you retire. However, if your vested account balance at the time of your Termination of Employment does not exceed $1,000, your vested account balance will be paid to you without your consent within an administratively reasonable time after your Termination. Rollover Contributions that you may have made will be taken into account in determining whether your vested account balance exceeds this $1,000 threshold. Your Savings Plus account balance will be invested as part of the trust fund until it is paid to you.

WHAT IF MY APPLICATION IS DENIED?

The Plan Administrator has discretionary authority to determine eligibility for benefits and to make claim decisions under the terms of the Plan.

If your claim is wholly or partially denied, the Plan Administrator will furnish you with a written notice of denial. This written notice of denial must be provided to you within a reasonable period of time but no later than 90 days after the Plan Administrator receives your claim. This 90-day period may be extended up to an additional 90 days if special circumstances require an extension of time for processing the claim. If an extension of time is required, the Plan Administrator will provide you a written notice of extension within 90 days following the date the Plan Administrator receives your claim. The written notice of extension will indicate the special circumstances requiring an extension of time and the date by which the Plan expects to render the benefit determination.

Any written notice of denial must contain the following information:

- The specific reason or reasons for the denial;
- Specific reference to those Plan provisions on which the denial is based;
- A description of any additional information or material necessary to perfect your claim and an explanation of why such material or information is necessary; and
- A description of the Plan's review procedures and the time limits applicable to such procedures, including a statement of your right to bring a civil action under Section 502(a) of the Employee Retirement Income Security Act of 1974 (ERISA) following an adverse benefit determination on review.

If your claim has been denied, you may file your claim for review, in writing, with the Plan Administrator. The form for this claim for review is available from the Plan Administrator. You must file the claim for review with the Plan Administrator no later than 60 days after you have received written notification of the denial of your claim for benefits other than a claim for disability benefits. You may review all pertinent documents relating to the denial of your claim and submit any written comments or documents to the Plan Administrator.

If your claim is denied on review, you will be provided a written notice of denial within a reasonable period of time but no later than 60 days after the Plan Administrator receives your request for review. This 60-day period may be extended up to an additional 60 days if special circumstances require an extension of time for processing the claim. If an extension of time is required, the Plan Administrator will provide you a written notice of extension within 60 days following the date the Plan Administrator receives your claim. The written notice of extension will indicate the special circumstances requiring an extension of time and date by which the Plan expects to render the decision on review.

The Plan Administrator's decision on your claim for review will be communicated to you in a written notice of denial which will include specific reasons for the decision, as well as references to the pertinent Plan provisions on which the decision was based. The written notice of denial will also include a statement that you are entitled to receive upon request and free of charge, access to all information relevant to the claim for benefits, and a statement of your right to bring a civil action under Section 502(a) of ERISA.

If benefits are provided or administered by an insurance company, insurance service, or other similar organization which is subject to regulation under the insurance laws, the claims procedure relating to these benefits may provide for review. If so, that company, service, or organization will be the entity to which claims are addressed. If you have any questions regarding the proper person or entity to address claims, you should ask the Plan Administrator.

WHAT IF I LEAVE AND THEN RETURN TO WORK?

If your employment with a Participating Employer ended when you were participating in Savings Plus, you may rejoin the Plan on your reemployment date with a Participating Employer. If you satisfy the eligibility conditions but terminate your employment before becoming a Plan participant, you will enter the Plan on the later of:

- The Plan entry date on which you would have entered the Plan; or
- The date of your reemployment.

If you terminate your employment before satisfying the eligibility conditions, you must complete a new eligibility period (as described in the section entitled "How Do I Participate in the Plan?") before you can participate in the Plan.

WILL I HAVE TO PAY TAXES ON MY SAVINGS PLUS DISTRIBUTION?

Distributions from a qualified retirement plan such as Savings Plus are usually taxed as ordinary income in the year you receive them from the Plan. In some cases, however, your Savings Plus distributions may be eligible for favorable tax treatment in the form of a rollover to an individual retirement account (IRA) or another qualified plan.

Beginning in the year you reach 70-1/2 (or your actual retirement date, if later), a certain portion of your payment cannot be rolled over because it is a required minimum payment that must be paid to you.

Direct Rollovers and Payments Made To You

A payment from the Plan that is eligible for "rollover" can be taken in two ways. You may have all or any portion of your payment either paid in a direct rollover, or paid to you.

If you choose a direct rollover:

- Your payment will not be taxed in the current year and no income tax will be withheld.
- Your payment will be made directly to your IRA or, if you choose, to another employer plan that accepts your rollover.
- You must provide the Plan with the name of the trustee of the IRA or the rollover institution of your choice so that the rollover can be completed on your behalf. The check will then be mailed to you.
- Your payment will be taxed when you take it out of the IRA or the employer plan.

If you choose to have your benefits paid to you:

- You will receive only 80% of the payment, because the Plan Administrator is required to withhold 20% of the payment and send it to the IRS as federal income tax withholding to be credited against your taxes. If required, certain state taxes may also be withheld from the payment.
- Your payment will be taxed in the current year unless you roll it over. You may be able to use special tax rules that could reduce the tax you owe. However, if you receive the payment before age 59-1/2, you also may have to pay an additional 10% penalty tax assessed on certain early payments from a qualified retirement plan.
- The payment can be rolled over to your IRA or to another employer plan that accepts your rollover. Your rollover must be completed within 60 days of the date you receive the payment.
- If you want to roll over 100% of the payment to an IRA or an employer plan, you must find other money to replace the 20% that was withheld. If you roll over only the 80% that was received, you will be taxed on the 20% that was withheld and not rolled over.
- The portion of your payment that is rolled over will not be taxed until you take it out of the IRA or the employer plan.

Additional 10% Penalty Tax

If you receive a payment before you reach age 59-1/2 and you do not roll it over, then, in addition to the regular income tax, you may have to pay a penalty tax equal to 10% of the taxable portion of the payment. The additional 10% tax does not apply if the payment is:

- Paid to you because you separate from service a Participating Employer during or after the year you reach age 55;
- Paid because you retire due to disability; or
- Used to pay certain medical expenses.

Special Tax Treatment

If your eligible rollover distribution is not rolled over, it will be taxed in the year you receive it. However, if it qualifies as a "lump sum distribution, " it may be eligible for special tax treatment such as five-year or ten-year averaging.

Additional Information

The Plan Administrator will provide you with more detailed information about your distribution/rollover options and their tax treatment at the time of your distribution request. Because the tax regulations that govern Savings Plus are complex, you may want to contact a tax advisor to determine how these regulations affect your personal situation.

IS MY SAVINGS PLUS DISTRIBUTION SUBJECT TO TAX WITHHOLDING?

Yes.

If any portion of the payment to you is an eligible rollover distribution, the Plan is required by law to withhold 20% of that amount. (The mandatory withholding requirement does not apply if your distribution is less than $200.) This amount is sent to the Internal Revenue Service (IRS) as federal income tax withholding.

For example, if your eligible rollover distribution is $10,000 and you request payment directly to you, only $8,000 will be paid to you because the Plan must withhold $2,000 as income tax. However, when you prepare your federal income tax return for the year, you will report the full $10,000 as a payment from the Plan. You will report the $2,000 as tax withheld and it will be credited against any federal income tax you owe for the year.

If you choose a direct rollover, the Plan will complete the rollover on your behalf. If you make a direct rollover, your direct rollover is not subject to the mandatory withholding requirements.

DO I NEED TO PROVIDE WRITTEN CONSENT FOR MY DISTRIBUTION?

You must give written consent for your account to be paid if:

- You are eligible for payment of your Savings Plus account;
- Your account balance is more than $1,000; or
- You want payment before the Plan's latest required payment dates.

Your payment may be delayed if you do not provide this consent. Payment may also be delayed if you fail to give the Plan Administrator your most recent home address.

CAN I RECEIVE A BENEFIT PRIOR TO RETIREMENT, TERMINATION OF EMPLOYMENT, DISABILITY, OR DEATH?

Besides the occurrence of one of these events, there are three ways you can access your Savings Plus account balance, including:

- In-service withdrawals;
- Loans; and
- Hardship withdrawals.

WHAT ARE IN-SERVICE WITHDRAWALS?

Once you reach age 59-1/2, you are eligible to receive all or a portion of your Basic Contributions and Matching Contributions, even if you are employed by a Participating Employer. Such withdrawal may be made at any time up until you retire.

WHAT RULES APPLY TO PLAN LOANS?

Except as provided below, you may borrow up to half of your account balance for any purpose. When you request a loan from Savings Plus, you borrow the money from your own account and pay back both the amount of the loan and the interest. It is a way for you to access the money in your account and pay the money back into your own account at the same time.

However, there are certain limitations:

- You are only permitted to have two loans outstanding at one time.
- The total amount of your outstanding loans cannot be more than 50% of your vested account balance, to a maximum of $50,000. (If you already have one loan and are applying for a second loan, the $50,000 limit is reduced by the amount of that your highest outstanding loan balance in the one-year period

before the new loan is made, exceeds your outstanding loan balance at the time the new loan is made.)

- You must repay the loan (principal and interest) over a period of not less than five years, and must be amortized on a level basis with payments to be made not less frequently than quarterly.

- You must be an active participant at the inception of the loan.

If you do not make a scheduled loan payment on its due date, your loan will be in default. You may cure the default by paying the overdue loan payment by the last day of the calendar quarter immediately following the calendar quarter in which the default occurs. If you do not cure the default, foreclosure of the note and attachment of the security will not occur until a distributable event occurs in the Plan, such as termination, normal retirement, death, or disability. Your loan will remain part of the Savings Plus trust and you will be under a continuing obligation to repay the loan. However, the Trustee may retain your payments in a separate account on your behalf until the Trustee deems it appropriate to add these amounts to your regular account under the Plan.

For more information regarding Plan loans, consult the Plan loan policy document available from the Benefits Department.

HOW DO I REQUEST A SAVINGS PLUS LOAN?

Simply call the Savings Plus Hotline from a touch-tone phone to request a Savings Plus Plan loan. When prompted, push the button that corresponds to your desired option. Savings Plus Hotline will produce all of the documents for your files. Upon completion and receipt of the signed loan documents by the Plan's loan administrator, the loan check will be mailed to your home address as soon as administratively possible.

Keep in mind that a $100 fee will be deducted from your loan check to cover loan processing costs.

WHAT CIRCUMSTANCES QUALIFY FOR A HARDSHIP WITHDRAWAL?

Because Savings Plus is designed to provide retirement income, distributions are generally not permitted while you are employed by a Participating Employer. However, you may request a hardship distribution of your Basic Contributions or Rollover Contributions

Your withdrawal cannot include earnings on your Basic Contributions. In addition, neither Matching nor Qualified Non-Elective Contributions, nor earnings on these amounts, are eligible for a hardship withdrawal. Your withdrawal must be used to meet immediate and heavy financial need on account of any of the following:

- Deductible medical expenses previously incurred by you, your spouse, or dependents, or amounts necessary for you, your spouse or dependents to obtain medical care, and which are not covered by insurance;

- The purchase of your principal residence;
- Payment of tuition, related fees, room and board, and related educational fees for you, your spouse, and your dependents for post-secondary education for the next 12 months;
- To prevent eviction from your principal residence or the foreclosure of the mortgage on your principal residence;
- Payment of burial or funeral expenses for your deceased parent, spouse, children or dependents; or
- Expenses for repair of damage to your principal residence that would qualify for the casualty deduction under the tax laws

A hardship distribution may not be for less than $500, nor may it exceed the amount of the immediate and heavy financial need (including the amount you need to pay anticipated federal, state, or local taxes or penalties).

To qualify for a hardship distribution, you must submit a formal application to the Benefits Department. You may only make one hardship request each Plan Year. The application will be reviewed by the Benefits Committee. If your application is approved, the distribution will be made with the next weekly distribution processing cycle. Unless you direct otherwise, all hardship distributions shall be made first from your Rollover Contribution Account and, second, from your Basic Contributions Account.

Hardship distributions are not available if you are able to relieve your immediate and heavy financial need through:

- Insurance reimbursement or compensation;
- Liquidation of your assets (or the assets of your spouse and minor children, if available);
- Suspension of your Basic Contributions to Savings Plus;
- Other distributions or Plan loans from Savings Plus or any other qualified plan maintained by Gordmans or any other employer; or
- Loans from commercial sources on reasonable terms.

After receiving a hardship distribution, you must suspend your contributions to Savings Plus for the next 6 months.

ARE THERE OTHER PLAN PROVISIONS I SHOULD KNOW ABOUT?

Yes. As a Savings Plus participant, you should be aware of the following items:

Protection of Your Benefit

Your benefit from this Plan cannot be assigned, transferred, pledged, or sold, except in limited instances.

Under a Qualified Domestic Relations Order, such as alimony payment or marital property rights, the Plan Administrator will pay all or part of your benefit to your spouse or former spouse. The Plan Administrator has set up procedures to determine if a domestic relations order is qualified. You or any beneficiary may obtain, without charge, a copy of these procedures from the Plan Administrator.

If anyone entitled to payments from the Plan is a minor or is judged by the Plan Administrator to be legally, physically, or mentally incapable of handling his or her affairs, any payment due will be made to the person or institution that is maintaining or has custody of the disabled person, as determined by the Plan Administrator. Any such payment is a discharge of liability for payment under the Plan.

In addition, the Plan will comply with the conditions of any tax levy as required by the Internal Revenue Code, or with any proceeding between you and the Secretary of Labor or the Pension Benefit Guaranty Corporation as required by federal law.

Contributions Made In Error

If a Matching Contribution or Qualified Non-Elective Contribution is made to your Savings Plus account because of a mistake in fact, the contribution(s) will be returned to the Participating Employer within one year.

Limits on Contributions

By law, you are limited on the amount that may be contributed to your Savings Plus account on an annual basis. You will be notified by the Plan Administrator if this limit applies to you.

If the Plan Becomes Top-Heavy

Federal regulations require that the Plan contain certain specific provisions that will take effect if the Plan becomes top-heavy. A top-heavy plan is one where more than 60% of plan assets belong to key employees. In general, key employees are owners and officers of the Participating Employers. In the unlikely event the Plan becomes top-heavy, you may be entitled to a certain minimum contribution made by the Participating Employers. The Plan Administrator will notify you if such an event should occur.

Benefits Not Insured

Benefits under certain kinds of pension plans are insured by the Pension Benefit Guaranty Corporation (PBGC), a corporation organized under federal law. However, the PBGC does not insure benefits under defined contribution plans such as the Savings Plus Plan.

No Guarantee of Employment

Establishment and operation of the Plan will in no way enlarge or diminish your employment rights, nor will it guarantee your employment with the Participating Employers.

What Happens If the Plan Is Amended or Discontinued?

Gordmans, Inc. may amend the Plan at any time. If the Plan is amended, no amendment will deprive any participant of any vested benefit to which the participant was entitled under the provisions of the Plan before amendment. No amendment shall eliminate an optional form of benefit to which a participant is entitled by reason of satisfaction of all qualifying conditions for such benefit.

Gordmans, Inc. or any Participating Employer may terminate the Plan at any time with respect to the interests of such Participating Employer's employees. If the Plan is terminated with respect to a Participating Employer, the Plan accounts of each employee of such Participating Employer who is an active participant at such date will become 100% vested and nonforfeitable at that time. All appropriate accounting and administrative provisions of the Plan will continue to apply until the benefits of each participant are distributed as provided in the Plan.

ADMINISTRATIVE INFORMATION ABOUT THE PLAN

Plan Name and Number

The official name of the Plan is the Gordmans Savings Plus Plan. The Plan number is 001.

Type of Plan

Savings Plus is a 401(k) profit sharing plan, intended to be a qualified plan under Section 401(a) of the Internal Revenue Code.

Plan Year

Records for the Plan are kept on a plan year basis. The plan year begins each January 1 and ends each December 31.

Funding of the Plan

The Plan is funded by elective deferrals from Plan participants and discretionary contributions from the Participating Employers.

Plan Administrator

The Plan Administrator is an administrative committee known as the Benefits Committee. The Benefits Committee is comprised of the Chief Financial Officer, Vice President of Human Resources, Director of Benefits and Risk Management, and the Benefits Manager of Gordmans, Inc., and such additional members that may be appointed from time to time by the Board of Directors of Gordmans, Inc.

The Benefits Committee, as Plan Administrator, will provide administrative direction to the Plan Trustee and have responsibility for all administrative duties assigned to the Plan Administrator under the Plan. Although Gordmans, Inc. as the Sponsoring Employer continues to have the authority to amend the Plan in all respects, the Benefits Committee has also been delegated authority to amend the Plan in certain respects, including amendments which may be necessary from time to time to maintain the tax-qualification of the Plan.

You may direct communication and service of legal process to the Plan Administrator as follows:

Benefits Committee
Gordmans Savings Plus Plan
c/o Benefits Manager
12100 West Center Road
Omaha, Nebraska 68144
(402) 691-4000

Legal process may also be served on the Trustee.

Employer Identification Number

The employer identification number for Gordmans, Inc. is 47-0771211.

Plan Sponsor

The name and address of the Plan Sponsor is:

Gordmans Inc.
12100 West Center Road
Omaha, NE 68144
(402) 691-4000

A list of current Participating Employers other than Gordmans, Inc., and the addresses and employer identification number of each Participating Employer, is available upon request of the Plan Administrator.

Plan Trustee

The Plan sponsor has established a trust agreement with Marshall & Ilsley Trust Company, N.A. The Trustee's address is:

Marshall & Ilsley Trust Company, N.A.
111 East Kilbourn
Milwaukee, WI 53502

YOUR RIGHTS UNDER ERISA

As a participant in the Gordmans Savings Plus Plan, you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 (ERISA). ERISA provides you with the right to:

Receive Information About Your Plan and Benefits

Examine, without charge, at the Plan Administrator's office and at other specified locations, such as work sites, all Plan documents, including insurance contracts, if any, and a copy of the latest annual report (Form 5500 series) filed by the Plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefit Security Administration.

Obtain copies of documents governing the operations of the Plan, including any insurance contracts upon written request to the Plan Administrator. The Plan Administrator may make a reasonable charge for the copies.

Receive a summary of the Plan's annual financial report. The Plan Administrator is required by law to furnish each participant with a copy of this summary annual report.

Obtain a statement telling you whether you have a right to receive retirement benefits at your normal retirement date (as previously defined in this document) and if so, what your benefits would be at your normal retirement date if you stop working under the Plan now. If you do not have a right to retirement benefits, the statement will tell you how many more years you have to work to get a right to retirement benefits. This statement must be requested in writing and is not required to be given more than once every twelve (12) months. The Plan must provide the statement free of charge.

Prudent Actions by Plan Fiduciaries

In addition to creating rights for Plan participants, ERISA imposes duties upon the people who are responsible for the operation of the employee benefit plan. The people who operate your Plan, called "fiduciaries" of the Plan, have a duty to do so prudently and in the interest of you and other Plan participants and beneficiaries. No one, including your employer or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a pension benefit or exercising your rights under ERISA.

Enforce Your Rights

If your claim for a pension benefit is denied in whole or in part, you have the right to know why this was done, to obtain copies of documents relating to the decisions without charge, and to appeal any denial, all within certain time schedules.

Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request materials from the Plan and do not receive them within 30 days, you may file suit in a federal court. In such a case, the court may require the Plan Administrator to provide the materials and pay you up to $110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the Plan Administrator. If you have a claim for benefits which is denied or ignored, in whole or in part, you may file suit in a state or Federal court. If it should happen that Plan fiduciaries misuse the Plan's money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a Federal court. The court will decide who should pay court costs and legal fees. If you are successful, the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees, for example, if it finds your claim is frivolous.

Assistance With Your Questions

If you have any questions about your Plan, you should contact the Plan Administrator. If you have any questions about this statement or about your rights under ERISA, or if you need assistance in obtaining documents from the Plan Administrator, you should contact the nearest office of the Employee Benefits Security Administration, U.S. Department of Labor, listed in your telephone directory or the Division of Technical Assistance and Inquiries, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue, N.W., Washington, DC 20210. You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration.