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**UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION**  
Washington, D.C. 20549  
**FORM 8-K/A**

(Amendment No. 1)

**CURRENT REPORT  
Pursuant to Section 13 or 15(d)  
of The Securities Exchange Act of 1934**

Date of Report (Date of earliest event reported): March 12, 2018

**CHRISTOPHER & BANKS CORPORATION**

(Exact name of registrant as specified in its charter)

**Delaware**

(State or other jurisdiction of incorporation)

**001-31390**

(Commission File Number)

**06-1195422**

(IRS Employer Identification No.)

**2400 Xenium Lane North  
Plymouth, Minnesota 55441**

(Address of principal executive offices) (Zip Code)

Registrant's telephone number, including area code: **(763) 551-5000**

**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 (Section 230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (Section 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.

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## EXPLANATORY NOTE

This Amendment No. 1 amends the Current Report on Form 8-K of Christopher & Banks Corporation (the “Company”) originally filed on February 6, 2018 (the “Original Form 8-K”), disclosing Keri L. Jones’ election as Chief Executive Officer of the Company (“CEO”) and as a member of the Board of Directors of the Company (the “Board”), effective as of her first day of employment with the Company which is March 12, 2018. This Amendment No. 1 amends the Original Form 8-K solely to include information regarding the terms of Ms. Jones’ employment inducement equity awards that were described in the Original Form 8-K and were issued effective March 12, 2018. This Amendment No. 1 does not affect the accuracy of the information provided in the Original Form 8-K.

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

Effective March 12, 2018, in connection with Ms. Jones’ commencement of employment, Ms. Jones was granted two “employee inducement awards” (as defined in New York Stock Exchange (“NYSE”) Rule 303A.08) as follows:

- An employment inducement award, consisting of a non-qualified stock option to purchase 500,000 shares of the Company’s Common Stock at an exercise price of \$1.03, which option shall vest approximately 1/36<sup>th</sup> each month, if Ms. Jones remains employed through each of the vesting dates; and
- An employment inducement award, consisting of a grant of 250,000 shares of time-based restricted stock of the Company’s Common Stock, which shall vest approximately 1/36<sup>th</sup> each month, if Ms. Jones remains employed through each of the vesting dates.

In each case, vesting under these stock awards will be accelerated in the event of a change in control, as defined in the applicable stock option agreement and time-based restricted stock agreement.

The foregoing summary of the stock awards is qualified in its entirety by reference to the non-qualified stock option agreement and time-based restricted stock agreement, copies of which are filed as Exhibits 10.1 and 10.2 to this Current Report on Form 8-K/A and incorporated herein by reference.

### **Item 7.01 Regulation FD Disclosure.**

A press release, dated March 13, 2018, announcing Ms. Jones’ “employee inducement awards” pursuant to the NYSE Rule is attached to Exhibit 99.1 to this Current Report on Form 8-K/A and is incorporated herein by reference.

### **Item 9.01 Financial Statements and Exhibits.**

(d) Exhibits:

- 10.1 [Non-Qualified Stock Option Agreement effective as of March 12, 2018, between Keri L. Jones and Christopher & Banks Corporation.](#)
- 10.2 [Time-Based Restricted Stock Agreement effective as of March 12, 2018, between Keri L. Jones and Christopher & Banks Corporation.](#)
- 99.1 [Christopher & Banks Corporation Press Release, dated March 13, 2018.](#)

**SIGNATURE**

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.

CHRISTOPHER & BANKS CORPORATION

Date: March 13, 2018

By: /s/ Marc A. Ungerman

Marc A. Ungerman

Interim Chief Financial Officer and Vice President, Controller

UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION  
Washington, D.C. 20549

CHRISTOPHER & BANKS CORPORATION  
EXHIBIT INDEX TO FORM 8-K

Date of Report:  
March 12, 2018

Commission File No.:  
001-31390

CHRISTOPHER & BANKS CORPORATION

<u>Exhibit Number</u>	<u>Description</u>
10.1	<a href="#"><u>Non-Qualified Stock Option Agreement effective as of March 12, 2018, between Keri L. Jones and Christopher &amp; Banks Corporation.</u></a>
10.2	<a href="#"><u>Time-Based Restricted Stock Agreement effective as of March 12, 2018, between Keri L. Jones and Christopher &amp; Banks Corporation.</u></a>
99.1	<a href="#"><u>Christopher &amp; Banks Corporation Press Release, dated March 13, 2018.</u></a>

**STOCK OPTION AGREEMENT**

(Non-Qualified Stock Option)

Name of Employee: Keri L. Jones

Date of Grant: March 12, 2018

Number of Shares: 500,000

Exercise Price Per Share: \$1.03

THIS STOCK OPTION AGREEMENT (this “Agreement”) is made effective after the close of business on the 12<sup>th</sup> day of March, 2018, between Christopher & Banks Corporation, a Delaware corporation (the “Company”), and Keri L. Jones, the newly elected Chief Executive Officer of the Company (“Employee”), to record the granting of an employment inducement award authorized by the Company’s Board of Directors (the “Board”) pursuant to the New York Stock Exchange Listed Company Manual Rule 303A.08 (the “Board Authorization”).

1. Grant of Option. In accordance with the Board Authorization, the Company hereby grants to Employee, effective as of the date of grant listed above and subject to the terms and conditions of this Agreement, a non-qualified option to purchase from the Company an aggregate of 500,000 shares of the Company’s common stock, par value \$0.01 per share (the “Common Stock”), at the purchase price of \$1.03 per share (the “Option”), such Option to be exercisable as hereinafter provided.

2. Expiration Date. This Option shall expire on March 12, 2028, the 10-year anniversary of the date of grant (the “Expiration Date”), unless earlier terminated, in whole or in part, as hereinafter set forth.

3. Vesting of Option. Subject to Section 8 hereof, this Option shall vest and become exercisable as follows:

<u>Number of Shares to Which Option First Becomes Exercisable</u>	<u>Cumulative Number</u>	<u>Date on Which Becomes Exercisable</u>
13,889	13,889	April 12, 2018
13,889	27,778	May 12, 2018
13,889	41,667	June 12, 2018
13,889	55,556	July 12, 2018
13,889	69,445	August 12, 2018

13,889	83,334	September 12, 2018
13,889	97,223	October 12, 2018
13,889	111,112	November 12, 2018
13,889	125,001	December 12, 2018
13,889	138,890	January 12, 2019
13,889	152,779	February 12, 2019
13,889	166,668	March 12, 2019
13,889	180,557	April 12, 2019
13,889	194,446	May 12, 2019
13,889	208,335	June 12, 2019
13,889	222,224	July 12, 2019
13,889	236,113	August 12, 2019
13,889	250,002	September 12, 2019
13,889	263,891	October 12, 2019
13,889	277,780	November 12, 2019
13,889	291,669	December 12, 2019
13,889	305,558	January 12, 2020
13,889	319,447	February 12, 2020
13,889	333,336	March 12, 2020
13,889	347,225	April 12, 2020
13,889	361,114	May 12, 2020
13,889	375,003	June 12, 2020
13,889	388,892	July 12, 2020
13,889	402,781	August 12, 2020
13,889	416,670	September 12, 2020
13,889	430,559	October 12, 2020
13,889	444,448	November 12, 2020
13,888	458,336	December 12, 2020
13,888	472,224	January 12, 2021
13,888	486,112	February 12, 2021
13,888	500,000	March 12, 2021

This Option may be partially exercised from time-to-time. This Option may not be exercised after the Expiration Date. Notwithstanding the foregoing, this Option shall not be exercisable for a fractional share of Common Stock. Any exercise of this Option shall be made in writing, using such form as is approved by the Company, and duly executed and delivered by Employee (or her legal representative, heir or designee) to the Company, and specifying the number of shares as to which the Option is being exercised.

Notwithstanding the vesting schedule set forth above in this Section 3, in connection with a “Change-in-Control” (as defined below), this option, to the extent it shall not otherwise have become vested and exercisable, shall automatically become fully and immediately vested and

exercisable upon the consummation of the Change-in-Control (or immediately prior to the consummation of such Change-in-Control, provided that the consummation subsequently occurs).

4. Payment of Option Exercise Price. On the date of any exercise of this Option, the purchase price of the shares as to which this Option is being exercised shall be due and payable by Employee (or her legal representative, heir or designee) and shall be made (i) in cash or by cash equivalent acceptable to the Compensation Committee of the Board (the "Committee"); (ii) by delivery of shares of Common Stock held by Employee for more than six (6) months (or such other period as the Committee may deem appropriate, for accounting purposes or otherwise), any such shares so delivered to be deemed to have a value per share equal to the Fair Market Value (as such term is defined in Section 9(d)) of the shares on such date; (iii) through an open-market, broker-assisted sales transaction pursuant to which the Company is promptly delivered the amount of proceeds necessary to satisfy the exercise price; or (iv) if approved by the Committee, by a combination of the methods described above.

5. Option Nontransferable. This Option is not transferable otherwise than by will or the laws of descent or distribution and, during Employee's lifetime, is exercisable only by Employee or her guardian or legal representative.

6. Rights as a Stockholder. Employee shall have no rights as a stockholder with respect to any of the shares covered by this Option until the date of issuance to Employee of a stock certificate or other evidence of the issuance for such shares, and no adjustment shall be made for any dividends or other rights if the record date of such dividends or other rights is prior to the date such stock certificate or other evidence of the issuance for such shares is issued.

7. General Restrictions. Employee understands that the shares underlying the Option have not been registered with the Securities and Exchange Commission or listed with the New York Stock Exchange ("NYSE"). The Company will endeavor to list the shares subject to the Option with the NYSE but shall not be obligated to issue shares of Common Stock covered by this Option if counsel to the Company determines that such issuance would violate any law or regulation of any governmental authority or any agreement between the Company and the NYSE or any other national securities exchange upon which the Common Stock is quoted or listed. In connection with any issuance or transfer, the person acquiring the shares shall, if requested by the Company, give assurances satisfactory to counsel to the Company regarding such matters as the Company may deem desirable to assure compliance with all legal requirements. This Option shall be subject to the requirement that if, at any time, the Committee shall determine, in its discretion, that the listing, registration or qualification of the shares subject to this Option on the NYSE, any securities exchange or under any state or federal law, or that the consent or approval of any government regulatory body, is necessary or desirable as a condition of, or in connection with, this Option or the issue or purchase of shares under this Option, this Option shall be subject to the condition that such listing, registration, qualification, consent or approval shall have been effected or obtained free of any conditions not acceptable to the Committee.

8. Termination of Employment.

(a) This Option shall terminate immediately upon the termination of Employee's employment by the Company or any subsidiary for Cause.

(b) If Employee's employment is terminated by the Company other than for Cause or Employee resigns for Good Reason, on or before the one-year anniversary of the date of grant then an additional 83,334 shares shall vest in that event.

(c) If Employee's employment is terminated by Employee for Good Reason or by the Company for any reason other than Cause, Disability or death, this Option may be exercised by Employee or her legal representative, heir or devisee, as appropriate, to the extent vested, for the lesser of (i) ninety (90) days following Employee's termination date and (ii) until the Expiration Date.

(d) If Employee's employment is terminated due to Employee's Disability or death, this Option may be exercised by Employee or her legal representative, heir or devisee, as appropriate, for the lesser of (i) one year following Employee's termination date and (ii) until the Expiration Date.

(e) Notwithstanding anything to the contrary in clauses (b) or (c) of this Section 8, subject to Section 15, the Company may terminate and cancel this Option during the post-termination exercise period referred to in the preceding sentence if the Company's Board of Directors or the Committee has determined that Employee has, before or after the termination of employment, materially breached the terms of any agreement between Employee and the Company, including any employment, confidentiality, or nonsolicit agreement, violated in a material way any Company policy or engaged in any other act that can be reasonably expected to cause substantial economic or reputational injury to the Company, such determination defined as the "Exercise Termination Determination."

(f) This Option (or any portion thereof) which is not exercisable on the date of termination of Employee's employment shall not be exercisable thereafter.

(g) Nothing contained in this Section 8 shall be interpreted or have the effect of extending the period during which this Option may be exercised beyond the Expiration Date provided in this Agreement or established by law or regulation. Death of Employee subsequent to her employment termination shall not extend such period.



9. Definitions.

(a) “Cause” shall mean as defined in the Employment Agreement effective as of February 1, 2018 between Employee and the Company.

(b) “Change-in-Control” shall mean as defined in the Employment Agreement effective as of February 1, 2018 between Employee and the Company.

(c) “Disability” shall mean any physical or mental condition which would qualify Employee for a disability benefit under any long-term disability plan then maintained by the Company or the employing subsidiary.

(d) “Fair Market Value” with respect to one share of Common Stock as of any date shall mean (i) if the Common Stock is listed on the New York Stock Exchange or any other established stock exchange, the price of one share of Common Stock at the close of the regular trading session of such market or exchange on such date, as reported by The Wall Street Journal or a comparable reporting service, or, if no sale of shares of Common Stock shall have occurred on such date, on the next preceding date on which there was a sale of shares of Common Stock; (ii) if the Common Stock is not so listed on the New York Stock Exchange or any other established stock exchange, the average of the closing “bid” and “asked” prices quoted by the OTC Bulletin Board, the National Quotation Bureau, or any comparable reporting service on such date or, if there are no quoted “bid” and “asked” prices on such date, on the next preceding date for which there are such quotes for a share of Common Stock; or (iii) if the Common Stock is not publicly traded as of such date, the per share value of a share of Common Stock, as determined by the Board, or any duly authorized Committee of the Board, in its sole discretion, by applying principles of valuation with respect thereto.

(e) “Good Reason” shall mean as defined in the Employment Agreement effective as of February 1, 2018 between Employee and the Company.

(f) “Good Reason Process” shall mean as defined in the Employment Agreement effective as of February 1, 2018 between Employee and the Company.

10. Adjustment of Shares.

(a) In the event there is any recapitalization in the form of a stock dividend, distribution, split, subdivision or combination of shares of Common Stock of the Company, resulting in an increase or decrease in the number of shares of Common Stock outstanding, the number of shares of Common Stock covered by this Option and the exercise price per share under this Option shall be increased or decreased proportionately, as the case may be, without change in the aggregate exercise price.

(b) If, pursuant to any reorganization, sale or exchange of assets, consolidation or merger, outstanding Common Stock of the Company is or would be exchanged for other securities of the Company or of another corporation which is a party to such transaction, or for property, this Option shall apply to the securities or property into which the Common Stock covered hereby would have been changed or for which such Common Stock would have been exchanged had such Common Stock been outstanding at the time.

11. Income Tax Matters. In order to comply with all applicable federal, state or local income tax laws or regulations, the Company may take such action as it deems appropriate to ensure that all applicable federal, state or local payroll, withholding, income or other taxes, which are the sole and absolute responsibility of Employee, are withheld or collected from Employee. In accordance with such rules as may be adopted by the Committee, Employee may elect to satisfy Employee's tax withholding obligations arising from the exercise of the Option by (i) delivering cash, a check (bank check, certified check or personal check) or a money order payable to the Company on or before the Option exercise date, (ii) having the Company withhold a portion of the shares of Common Stock otherwise to be delivered upon exercise of the Option having a Fair Market Value equal to the amount of such taxes, (iii) delivering to the Company on or before the Option exercise date shares of Common Stock held by Employee for more than six (6) months (or such other period as the Committee may deem appropriate for accounting purposes or otherwise) having a Fair Market Value equal to the amount of such taxes, or (iv) if approved by the Committee, a combination of the methods described above. If the number of shares of Common Stock to be delivered to Employee is not a whole number, then the number of shares of Common Stock shall be rounded down to the nearest whole number. Employee's election regarding satisfaction of withholding obligations is to be made on or before the Option exercise date.

12. Employment Relationship. Nothing in this Agreement shall be construed as constituting a commitment, guaranty, agreement, or understanding of any kind or nature that the Company or its subsidiaries shall continue to employ Employee, and this Agreement shall not affect in any way the right of the Company or any of its subsidiaries to terminate the employment of Employee. For purposes of this Agreement, Employee shall be considered to be in the employment of the Company as long as Employee remains an employee of the Company, any successor corporation or a parent or subsidiary corporation of the Company or any successor corporation. Any question as to whether and when there has been a termination of such employment, and the cause of such termination, shall be determined by the Committee, or its delegate, as appropriate, and, subject to the provisions of Section 15, its determination shall be final (the "Termination Determination").

13. Binding Effect. This Agreement shall be binding upon and inure to the benefit of any successors to the Company and all lawful successors to Employee.

14. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Delaware, without reference to the principles of conflicts of laws.

15. Mediation. If the Board or the Committee makes an Exercise Termination Determination or a Termination Determination, then the Company shall provide written notice

thereof to Employee (the "Termination Notice"). If Employee disagrees with the determination referred to in the Termination Notice, then Employee may request that the Company participate in mediation in an effort to resolve the disagreement. Employee shall make such request by submitting to the Company (Attention: General Counsel) and to JAMS (c/o its Minneapolis office or, if none, its Chicago office) (the "Mediation Facilitator"), within ten (10) calendar days of the date of the Termination Notice, a written request for mediation (the "Mediation Request"). The parties will cooperate with the Mediation Facilitator and with one another in selecting a mediator from the Mediation Facilitator's panel of neutrals, and in scheduling the mediation proceedings in the Minneapolis, Minnesota area. In the event that the parties are unable to select a mediator within ten (10) calendar days of the date of the Mediation Request, the Mediation Facilitator shall appoint the mediator and the mediation shall be held as soon as practicable thereafter, but no later than twenty-one (21) calendar days after a mediator has been selected or appointed. The Company covenants that it will participate in the mediation in good faith through representation by an appropriate member of its executive management and Employee covenants that she will personally participate in the mediation in good faith. The parties will share equally the costs of the mediation process, including all fees and expenses of the mediator, but shall each be responsible for its or her own expenses of participating in the mediation. In the event the parties are unable to resolve the dispute through mediation, then the Exercise Termination Determination and/or the Termination Determination shall be final and binding.

*[REMAINDER OF PAGE INTENTIONALLY OMITTED; SIGNATURE PAGE FOLLOWS]*

IN WITNESS WHEREOF, the Company has caused this Agreement to be duly executed by an officer thereunto duly authorized, and Employee has executed this Agreement, all effective as of the date first above written.

**CHRISTOPHER & BANKS CORPORATION**

By: /s/ Luke R. Komarek  
Luke R. Komarek

Title: Senior Vice President & General Counsel

**EMPLOYEE**

Signed: /s/ Keri L. Jones  
Keri L. Jones

**TIME-BASED RESTRICTED STOCK AGREEMENT**

THIS **TIME-BASED RESTRICTED STOCK AGREEMENT** (this “Agreement”) is made effective as of the 12<sup>th</sup> day of March, 2018 (the “Effective Date”), between Christopher & Banks Corporation, a Delaware corporation (the “Company”), and Keri L. Jones (“Employee”) to record the granting of an employment inducement award authorized by the Company’s Board of Directors (the “Board”) pursuant to the New York Stock Exchange Listed Company Manual Rule 303A.08 (the “Board Authorization”).

1. Award.

( a ) Shares. In accordance with the Board Authorization, the Company hereby grants, as of the Effective Date, 250,000 shares (the “Restricted Shares”) of the Company’s common stock, par value \$0.01 per share (“Common Stock”), as hereinafter provided, in Employee’s name, subject to certain restrictions thereon.

( b ) Issuance of Restricted Shares. The Restricted Shares shall be issued to Employee in book-entry form, with appropriate legends regarding the Forfeiture Restrictions (as defined in Section 2 (a)), effective as of the Effective Date, upon execution hereof by Employee and upon satisfaction of the conditions of this Agreement.

2. Restrictions. Employee hereby accepts the Restricted Shares when issued and agrees with respect thereto as follows:

( a ) Forfeiture Restrictions. The Restricted Shares may not be sold, assigned, pledged, exchanged, hypothecated or otherwise transferred, encumbered or disposed of to the extent then subject to the Forfeiture Restrictions (as hereinafter defined). Except as provided in subsection (b) of this Section 2, in the event of termination of Employee’s employment with the Company or employing subsidiary for any reason, Employee shall, for no consideration, immediately forfeit to the Company all Restricted Shares to the extent then subject to the Forfeiture Restrictions (as hereinafter defined). The prohibition against transfer and the obligation to forfeit and surrender Restricted Shares to the Company upon termination of employment are herein referred to as the “Forfeiture Restrictions”. The Forfeiture Restrictions shall be binding upon and enforceable against any transferee of Restricted Shares.

( b ) Lapse of Forfeiture Restrictions. The Forfeiture Restrictions shall lapse as to the Restricted Shares in accordance with the following schedule, provided that Employee has been continuously employed by the Company (or any subsidiary of the Company) from the date of this Agreement through the lapse date:

<u>Lapse Date or Dates</u>	<u>Number of Restricted Shares as to Which Forfeiture Restrictions Lapse on Such Dates</u>
April 12, 2018	6,945
May 12, 2018	6,945
June 12, 2018	6,945
July 12, 2018	6,945
August 12, 2018	6,945
September 12, 2018	6,945
October 12, 2018	6,945
November 12, 2018	6,945
December 12, 2018	6,945
January 12, 2019	6,945
February 12, 2019	6,945
March 12, 2019	6,945
April 12, 2019	6,945
May 12, 2019	6,945
June 12, 2019	6,945
July 12, 2019	6,945
August 12, 2019	6,944
September 12, 2019	6,944
October 12, 2019	6,944
November 12, 2019	6,944
December 12, 2019	6,944
January 12, 2020	6,944
February 12, 2020	6,944
March 12, 2020	6,944
April 12, 2020	6,944
May 12, 2020	6,944
June 12, 2020	6,944
July 12, 2020	6,944
August 12, 2020	6,944
September 12, 2020	6,944
October 12, 2020	6,944
November 12, 2020	6,944
December 12, 2020	6,944
January 12, 2021	6,944
February 12, 2021	6,944
March 12, 2021	6,944

Notwithstanding the foregoing, the Forfeiture Restrictions shall lapse as to all of the Restricted Shares on the earlier of (i) the occurrence of a Change-in-Control, as defined below (with such Forfeiture Restrictions lapsing immediately prior to the consummation of the Change-in-Control (as defined below), provided that the consummation subsequently occurs), or (ii) the date Employee's employment with the Company is terminated by reason of death or Disability (as defined below). If

Employee's employment is terminated by the Company without Cause (as defined below) or Employee resigns for Good Reason (as defined below), on or before the one-year anniversary of the Effective Date then an additional 41,670 shares shall vest in that event. The Company's Compensation Committee (the "Committee") may, in the Committee's sole discretion, approve the lapse of Forfeiture Restrictions as to any or all Restricted Shares still subject to such restrictions, such lapse to be effective on the later of the date of such approval or the date specified in the approval.

In the event Employee is terminated for Cause prior to the lapsing of the Forfeiture Restrictions, the Restricted Shares shall be immediately forfeited.

Upon the lapse of the Forfeiture Restrictions without forfeiture, and following payment of the applicable withholding taxes pursuant to Section 3 hereof, the Company shall cause the restrictions and/or legend described above to be removed from the shares upon which Forfeiture Restrictions lapsed (less any shares withheld to pay taxes), and shall cause to be delivered such shares to Employee, by book-entry registration.

Notwithstanding any other provisions of this Agreement, the delivery of any shares of Common Stock (whether subject to restrictions or unrestricted) may be postponed for such period as may be required to comply with applicable requirements of any national securities exchange or any requirements under any law. The Company shall not be obligated to deliver any shares of Common Stock if the delivery thereof shall constitute a violation of any provision of any law or of any regulation of any governmental authority or any national securities exchange.

Employee shall not be entitled to vote the Restricted Shares prior to vesting. Subject to the following sentence, the Company shall accrue, for the benefit of Employee, all dividends paid on shares of Common Stock with respect to the shares of Restricted Stock, which accrued amount will be paid to Employee on the date that Forfeiture Restrictions lapse with respect to the shares of Common Stock, if any, that vest pursuant to this Agreement. All dividends accumulated with respect to forfeited Restricted Shares shall be irrevocably forfeited.

3 . Income Tax Matters. In order to comply with all applicable federal, state or local income tax laws or regulations, the Company may take such action as it deems appropriate to ensure that all applicable federal, state or local payroll, withholding, income or other taxes, which are the sole and absolute responsibility of Employee, are withheld or collected from Employee. In accordance with such rules as may be adopted by the Committee, Employee may elect to satisfy Employee's tax withholding obligations arising from the receipt of, or the lapse of Forfeiture Restrictions relating to, the Restricted Shares, by (i) delivering cash, a check (bank check, certified check or personal check) or a money order payable to the Company, (ii) having the Company withhold a portion of the Restricted Shares otherwise to be delivered having a Fair Market Value (as defined below) equal to the amount of such taxes, (iii) delivering to the Company shares of Common Stock held by Employee for more than six (6) months (or such period as the Committee may deem appropriate for accounting purposes or otherwise) having a Fair Market Value equal to the amount of such taxes, or (iv) if approved by the Committee, a combination of the methods described above. If the number of shares of Common Stock to be delivered to Employee is not a whole number, then the number of shares of Common Stock shall be rounded down to the nearest whole number. Employee's election regarding satisfaction of withholding obligations is to be made on or before the date that the amount of tax to be withheld is determined.

4 . Employment Relationship. Nothing in this Agreement shall be construed as constituting a commitment, guaranty, agreement, or understanding of any kind or nature that the Company or its subsidiaries shall continue to employ Employee, and this Agreement shall not affect in any way the right of the Company or any of its subsidiaries to terminate the employment of the Employee. For purposes of this Agreement, Employee shall be considered to be in the employment of the Company as long as Employee remains an employee of the Company, any successor corporation or a parent or subsidiary corporation of the Company or any successor corporation. Any question as to whether and when there has been a termination of such employment, and the cause of such termination, shall be determined by the Committee, or its delegate, as appropriate, and, subject to the provisions of Section 7, its determination shall be final (the “Termination Determination”).

5. Binding Effect. This Agreement shall be binding upon and inure to the benefit of any successors to the Company and all lawful successors to Employee.

6 . Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Delaware, without reference to the principles of conflicts of laws.

7 . Mediation. If the Board or the Committee makes a Termination Determination, then the Company shall provide written notice thereof to Employee (the “Termination Notice”). If Employee disagrees with the determination referred to in the Termination Notice, then Employee may request that the Company participate in mediation in an effort to resolve the disagreement. Employee shall make such request by submitting to the Company (Attention: General Counsel) and to JAMS (c/o its Minneapolis office or, if none, its Chicago office) (the “Mediation Facilitator”), within ten (10) calendar days of the date of the Termination Notice, a written request for mediation (the “Mediation Request”). The parties will cooperate with the Mediation Facilitator and with one another in selecting a mediator from the Mediation Facilitator’s panel of neutrals, and in scheduling the mediation proceedings in the Minneapolis, Minnesota area. In the event that the parties are unable to select a mediator within ten (10) calendar days of the date of the Mediation Request, the Mediation Facilitator shall appoint the mediator and the mediation shall be held as soon as practicable thereafter, but no later than twenty-one (21) calendar days after a mediator has been selected or appointed. The Company covenants that it will participate in the mediation in good faith through representation by an appropriate member of its executive management and Employee covenants that she will personally participate in the mediation in good faith. The parties will share equally the costs of the mediation process, including all fees and expenses of the mediator, but shall each be responsible for its or her own expenses of participating in the mediation. In the event the parties are unable to resolve the dispute through mediation, then the Termination Determination shall be final and binding.

8. Definitions.

(a) “Cause” shall mean as defined in the Employment Agreement effective as of February 1, 2018 between Employee and the Company.

(b) “Change-in-Control” shall mean as defined in the Employment Agreement effective as of February 1, 2018 between Employee and the Company.

(c) “Fair Market Value” with respect to one share of Common Stock as of any date shall mean (i) if the Common Stock is listed on the New York Stock Exchange or any other established



stock exchange, the price of one share of Common Stock at the close of the regular trading session of such market or exchange on such date, as reported by The Wall Street Journal or a comparable reporting service, or, if no sale of shares of Common Stock shall have occurred on such date, on the next preceding date on which there was a sale of shares of Common Stock; (ii) if the Common Stock is not so listed on the New York Stock Exchange or any other established stock exchange, the average of the closing “bid” and “asked” prices quoted by the OTC Bulletin Board, the National Quotation Bureau, or any comparable reporting service on such date or, if there are no quoted “bid” and “asked” prices on such date, on the next preceding date for which there are such quotes for a share of Common Stock; or (iii) if the Common Stock is not publicly traded as of such date, the per share value of a share of Common Stock, as determined by the Board, or any duly authorized Committee of the Board, in its sole discretion, by applying principles of valuation with respect thereto.

(d) “Good Reason” shall mean as defined in the Employment Agreement effective as of February 1, 2018 between Employee and the Company.

(e) “Good Reason Process” shall mean as defined in the Employment Agreement effective as of February 1, 2018 between Employee and the Company.

9. General Restrictions. Employee understands that the Restricted Shares have not been registered with the Securities and Exchange Commission or listed with the New York Stock Exchange (“NYSE”). The Company will endeavor to list the Restricted Shares with the NYSE but shall not be obligated to issue shares of Common Stock if counsel to the Company determines that such issuance would violate any law or regulation of any governmental authority or any agreement between the Company and the NYSE or any other national securities exchange upon which the Common Stock is quoted or listed. In connection with any issuance or transfer, the person acquiring the shares shall, if requested by the Company, give assurances satisfactory to counsel to the Company regarding such matters as the Company may deem desirable to assure compliance with all legal requirements. These Restricted Shares shall be subject to the requirement that if, at any time, the Committee shall determine, in its discretion, that the listing, registration or qualification of the Restricted Shares on the NYSE, any securities exchange or under any state or federal law, or that the consent or approval of any government regulatory body, is necessary or desirable as a condition of, or in connection with, the Restricted Shares, then such shares shall be subject to the condition that such listing, registration, qualification, consent or approval shall have been effected or obtained free of any conditions not acceptable to the Committee.

*[REMAINDER OF PAGE INTENTIONALLY OMITTED; SIGNATURE PAGE FOLLOWS]*

IN WITNESS WHEREOF, the Company has caused this Agreement to be duly executed by an officer thereunto duly authorized, and Employee has executed this Agreement, all effective as of the date first above written.

CHRISTOPHER & BANKS CORPORATION

By: /s/ Luke R. Komarek  
Luke R. Komarek

Title: Senior Vice President & General Counsel

Date: March 12, 2018

EMPLOYEE

Signed: /s/ Keri L. Jones  
Keri L. Jones

Date: March 13, 2018

Please Check the Appropriate Item (One of the lines must be checked):

I do not desire the alternative tax treatment provided for in the Internal Revenue Code Section 83(b).

I do desire the alternative tax treatment provided for in Internal Revenue Code Section 83(b) and desire that forms for such purpose be forwarded to me.

*\* I acknowledge that the Company has urged me to consult with a tax consultant or advisor of my choice before the above block is checked.*

Please furnish the following information for stockholder records:

\_\_\_\_\_  
(Given name and middle initial must be used for stock registry)

\_\_\_\_\_  
Social Security Number

\_\_\_\_\_  
Address (Street)

\_\_\_\_\_  
Birth Date  
Month/Day/Year

\_\_\_\_\_  
Address (City)

\_\_\_\_\_  
Day phone number

\_\_\_\_\_  
Address (Zip Code)

United States Citizen: Yes\_\_\_ No\_\_\_

PROMPTLY NOTIFY THIS OFFICE OF ANY CHANGE IN ADDRESS.



2400 Xenium Lane North, Plymouth, MN 55441 • (763) 551-5000 • [www.christopherandbanks.com](http://www.christopherandbanks.com)

### **Christopher & Banks Corporation Announces Employee Inducement Awards Pursuant to New York Stock Exchange Rule 303A.08**

MINNEAPOLIS, MN March 13, 2018 - Christopher & Banks Corporation (NYSE:CBK) announced today that, in conjunction with its recent hiring of Ms. Keri Jones as President and Chief Executive Officer, the Company granted to Ms. Jones time-based restricted stock and non-qualified stock options as an inducement to her hiring. The non-qualified stock option consists of a grant of 500,000 shares of the Company's Common Stock, with an exercise price of \$1.03, representing the closing price on the New York Stock Exchange ("NYSE") of one share of the Company's Common Stock on March 12, 2018, Ms. Jones' first day of employment. The option will have a ten year term and vest approximately 1/36<sup>th</sup> each month. In addition, Ms. Jones was granted 250,000 shares of time-based restricted stock of the Company's Common Stock which will vest approximately 1/36<sup>th</sup> each month. The stock option award will be exercisable after vesting and also following Ms. Jones' employment termination (assuming such termination is not for cause).

These stock awards have been granted outside the terms of the Company's 2014 Stock Incentive Plan in reliance on the employment inducement award exemption under the NYSE's Listed Company Manual Rule 303A.08. Pursuant to the rule, the Company is issuing this press release.

In granting these stock awards, the Board believes that the grants are appropriate and competitive in light of Ms. Jones' extensive retail experience and background. In addition, the awards are intended to achieve the goal of creating a strong incentive for Ms. Jones to drive improved financial performance for the benefit of the Company and its stockholders.

#### **About Christopher & Banks**

[Christopher & Banks Corporation](http://www.ChristopherandBanks.com) is a Minneapolis-based national specialty retailer featuring exclusively designed privately branded women's apparel and accessories. As of March 12, 2018, the Company operates 462 stores in 45 states consisting of 315 MPW stores, 78 Outlet stores, 36 [Christopher & Banks](http://www.ChristopherandBanks.com) stores, and 33 stores in its [women's plus size clothing](http://www.ChristopherandBanks.com) division [CJ Banks](http://www.ChristopherandBanks.com). The Company also operates the [www.ChristopherandBanks.com](http://www.ChristopherandBanks.com) eCommerce website.

**Keywords:** Christopher & Banks, CJ Banks, Women's Clothing, Plus Size Clothing, Petites, Extended Sizes, Outfits.

#### COMPANY CONTACT:

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Interim Chief Financial Officer and  
Vice President, Controller  
(763) 551-5000

#### INVESTOR RELATIONS CONTACT:

Jean Fontana  
ICR, Inc.  
(646) 277-1214