

CROSSROADS SYSTEMS, INC.
11000 North Mopac Expressway, Suite 150
Austin, Texas 78759

August 12, 2017

210/CRDS Investment LLC
8214 Westchester Drive, Suite 950
Dallas, Texas 75225

Re: Restructuring Support Agreement

Ladies and Gentlemen:

Reference is hereby made to the Restructuring Support Agreement (the “RSA”), dated as of August 3, 2017, by and among Crossroads Systems, Inc. (the “Debtor”), 210/CRDS Investment LLC (“210”) and the other persons or entities that were listed on the signature pages thereto or that join the RSA pursuant to a Joinder Agreement. Capitalized terms used and not otherwise defined herein shall have the meanings set forth in the RSA. Unless otherwise specified, all references to “Sections” are to sections of the RSA.

This letter agreement shall evidence our understanding and agreement as follows:

1. Warrant/Option Rejection Order. In the definition of “Warrant/Option Rejection Order” in Section 4.01(a)(v)(G), the reference to “\$10,000” in subclause (ii) shall be deemed to be a reference to “\$40,000”.

2. Break-up Fee. Sections 7.06(d)(i) and (d)(ii) shall read, respectively, as follows:

“(i) by 210 pursuant to any of Sections 7.01(a)(iv), (vii), (viii), (xi), or (xvii),”

“(ii) by 210 pursuant to Section 7.01(a)(i) based on Debtor’s failure to satisfy any of the covenants in any of Sections 4.04(a)(iv), (v), (vi), or (ix) or after the Debtor determines to pursue an alternative transaction as described in Section 7.02(b), or”

3. Miscellaneous. This letter agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which taken together shall constitute one and the same instrument. This letter agreement supplements the RSA and in the event of a conflict between the provisions of this letter agreement and the RSA, the provisions of this letter agreement shall control. Notwithstanding anything to the contrary contained in the RSA or this letter agreement, this letter agreement shall be deemed executed contemporaneously with the RSA. The RSA and this letter agreement shall constitute the complete agreement and understanding among the parties hereto.

EXHIBIT B

4. Assignment. This letter agreement is solely between the Debtor and 210 and, to the fullest extent permitted by law, shall not be assignable by any party without the prior written consent of the other party.

5. Governing Law. This letter agreement shall be governed by and construed and enforced in accordance with the laws of the State of Delaware without regard to principles of conflicts of law.

[Signatures on following page.]

If the above correctly reflects our understanding and agreement with respect to the foregoing matters, please so confirm by signing the enclosed copy of this letter agreement in the space provided below.

Very truly yours,

CROSSROADS SYSTEMS, INC.

By: 

Name: Richard K. Coleman, Jr.

Title: Executive Director

Acknowledged and agreed
as of the date first above written,

210/CRDS INVESTMENT LLC

By: 210 Capital, LLC, its sole member

By: _____

Name: Robert Alpert

Title: Authorized Representative

If the above correctly reflects our understanding and agreement with respect to the foregoing matters, please so confirm by signing the enclosed copy of this letter agreement in the space provided below.

Very truly yours,

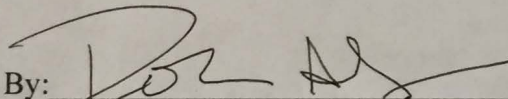
CROSSROADS SYSTEMS, INC.

By: _____
Name: Richard K. Coleman, Jr.
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Acknowledged and agreed
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By: 210 Capital, LLC, its sole member

By:  _____
Name: Robert Alpert
Title: Authorized Representative