Court File No: CV-20-00645102-00CL

***ONTARIO***
**SUPERIOR COURT OF JUSTICE**
**(COMMERCIAL LIST)**

**IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, AS AMENDED**

**AND IN THE MATTER OF CERTAIN PROCEEDINGS TAKEN IN THE UNITED STATES BANKRUPTCY COURT, SOUTHERN DISTRICT OF TEXAS, HOUSTON DIVISION WITH RESPECT TO THE COMPANIES LISTED AT SCHEDULE "A" HEREOF**

**APPLICATION OF MOORES THE SUIT PEOPLE CORP. UNDER SECTION 46 OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, AS AMENDED**

# SECOND REPORT OF GRANT THORNTON LIMITED AS THE INFORMATION OFFICER

**AUGUST 26, 2020**


**Grant Thornton Limited**
**200 King Street West, 11th Floor**
**Toronto, Ontario**
**M5H 3T4**

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# SECOND REPORT OF GRANT THORNTON LIMITED AS THE INFORMATION OFFICER

**AUGUST 26, 2020**

## INTRODUCTION

1. On August 2, 2020 (the "**Petition Date**"), Moores The Suit People Corp. ("**Moores Suit**" or the "**Foreign Representative**") and the other companies listed on **Schedule "A"** hereof (collectively, the "**Chapter 11 Debtors**"), commenced proceedings under Chapter 11 of Title 11 of the *United States Code* (the "**US Bankruptcy Code**") in the United States Bankruptcy Court for the Southern District of Texas, Houston Division (the "**US Court**") (the "**US Bankruptcy Proceedings**"). The Chapter 11 Debtors incorporated in Canada are Moores Suit and Moores Retail Group Corp. (the "**Canadian Chapter 11 Debtors**").

2. On August 3, 2020, the US Court heard the Chapter 11 Debtors' first day motions and granted numerous orders on the same day, as well as on August 4 and 7, 2020 (collectively, the "**First Day Orders**").

3. On August 5, 2020, the Foreign Representative brought an application to recognize the US Bankruptcy Proceedings in Canada (the "**Canadian Recognition Proceedings**") and the Ontario Superior Court of Justice (Commercial List) (the "**Ontario Court**") granted the following orders:

   (a) an Initial Recognition Order (Foreign Main Proceeding) (the "**Initial Recognition Order**"), that, among other things, declared Moores Suit to be a "foreign representative" pursuant to section 45 of the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36 (the "**CCAA**") in respect of the US Bankruptcy Proceedings and recognized the US Bankruptcy Proceedings as "foreign main proceedings"; and

   (b) a Supplemental Order (Foreign Main Proceeding) (the "**Supplemental Order**"), that, among other things, appointed Grant Thornton Limited as the Information Officer (the "**Information Officer**") in relation to these CCAA recognition proceedings and recognized certain of the First Day Orders in Canada.

4. The purpose of the US Bankruptcy Proceedings and the Canadian Recognition Proceedings is to provide a stabilized environment for the Chapter 11 Debtors to continue to operate while they implement key operational and restructuring initiatives led by the Chapter 11 Debtors and their Chief Restructuring Officer, Holly Etlin of AlixPartners, LLP (the "**CRO**").

5. The Information Officer issued its first report on the Canadian Recognition Proceedings dated August 13, 2020 (the "**First Report**"). The First Report, among other things, detailed the actions undertaken by the Information Officer as at the date of the First Report, including the notifications made available to creditors and all stakeholders regarding the Canadian Recognition Proceedings and the US Bankruptcy Proceedings.

6. On August 14, 2020, the Ontario Court issued an Amended and Restated Supplemental Order (Foreign Main Proceeding) which amended and restated the Supplemental Order to, among other things:

   (a) Provide that the Chapter 11 Debtors shall pay rent for any leased store in Canada as required by the U.S. Bankruptcy Code until the effective date of the rejection of such applicable lease pursuant to an order of the U.S. Bankruptcy Court, or as otherwise agreed upon with the applicable landlord; and

   (b) Provide that the granting of the order is without prejudice to all rights, if any, of the landlords regarding the process for the rejection of leases, liquidation sales and the notice to be provided prior to such rejections.

**PURPOSE OF THE SECOND REPORT**

7. The purpose of this report (the "**Second Report**") is to provide an update regarding the following:

   (a) upcoming hearings before the US Court on August 27, 2020, September 3, 2020 and September 10, 2020, where it is expected that the Chapter 11 Debtors will seek, among others, orders related to the assumption and rejection of contracts including leases;

(b) communications between the Information Officer, Canadian counsel to the Chapter 11 Debtors, the CRO and legal counsel representing certain landlords in Canada;

(c) steps and actions undertaken by the Information Officer to disseminate information regarding the US Bankruptcy Proceedings to stakeholders in Canada;

(d) the claims and noticing process implemented in the US Bankruptcy Proceedings and previously recognized by the Ontario Court; and

(e) certain other matters in the US Bankruptcy Proceedings that may be relevant to stakeholders of the Chapter 11 Debtors in Canada, including but not limited to (i) the Draft Plan and Draft Disclosure Statement (each as defined herein) filed by the Chapter 11 Debtors; and (ii) the first meeting of creditors of the Chapter 11 Debtors that is scheduled for September 24, 2020.

8. The Information Officer was not involved in the development of the orders described herein. These orders have been developed and proposed in the US Bankruptcy Proceedings and, in accordance with the powers and duties of the Information Officer in the Canadian Recognition Proceedings, the Information Officer has sought to gather information that may be relevant to the Ontario Court and Canadian stakeholders with respect to such orders to assist Canadian stakeholders in understanding how they may be impacted by such orders and responding thereto.

**SCOPE AND TERMS OF REFERENCE**

9. Other than where indicated, the information contained in this Second Report (the "**Information**") has been obtained by the Information Officer from the books and records of the Chapter 11 Debtors, information made publicly available by the claims and noticing

agent in the US Bankruptcy Proceedings ("**Prime Clerk**"), other publicly available information, and/or is based upon discussions with, and representations made by the Chapter 11 Debtors' financial advisors and other professional advisors retained in this matter. The Information has not been audited or reviewed by the Information Officer as to its accuracy or completeness, and the reader is therefore cautioned that the Information Officer does not provide any form of assurance with respect to the accuracy of any financial information presented in this Second Report or relied upon in preparing this Second Report, and this Second Report may not disclose all significant matters about the Chapter 11 Debtors.

10. This Second Report has been prepared to provide general information to stakeholders of the Canadian Chapter 11 Debtors and the Ontario Court relating to the US Bankruptcy Proceedings and the Canadian Recognition Proceedings. Accordingly, the reader is cautioned that this Second Report may not be appropriate for any other purpose. The Information Officer assumes no responsibility or liability for any loss or damage occasioned by any party because of the circulation, publication, reproduction or use of this Second Report. Any use that a party makes of this Second Report, or any reliance on or decisions to be made based on it, is the responsibility of such party.

11. A copy of this Second Report and other relevant documents with respect to these proceedings are available on the Information Officer's website at: www.GrantThornton.ca/Moores (the "**Case Website**"), including a link to access materials pertaining to the US Bankruptcy Proceedings at: https://cases.primeclerk.com/TailoredBrands/ (the "**Prime Clerk Website**").

12. All references to dollars are in Canadian currency unless otherwise noted.

## UPCOMING MOTIONS IN THE US BANKRUPTCY PROCEEDINGS

Lease Rejection Motion

13. On August 2, 2020, the Chapter 11 Debtors filed a motion with the US Court (the "**Lease Rejection Motion**") seeking an Order, among others, authorizing (i) the rejection of certain unexpired leases and (ii) the abandonment of certain personal property, if any, each effective as of the Petition Date (the "**Lease Rejection Order**"). The Lease Rejection Motion listed 100 stores that may be subject to the Lease Rejection Order, only three (3) of which were located in Canada (all in Quebec). A copy of the Lease Rejection Motion is attached hereto as **Schedule "B"**.

14. Lease counterparties with the Chapter 11 Debtors are advised to review the proposed Lease Rejection Motion attached hereto for further information regarding the relief sought therein.

15. The Information Officer has been informed by Canadian counsel to the Chapter 11 Debtors that it is expected that the Lease Rejection Motion will be heard by the US Court on August 27, 2020.

Contract Assumption/Rejection Motion

16. On August 2, 2020, the Chapter 11 Debtors filed a motion with the US Court (as amended as noted below, the "**Contract Assumption/Rejection Motion**") seeking an Order authorizing and approving procedures to reject, assume, or assume and assign executory contracts and unexpired leases (as amended as noted below, the "**Contract Assumption/Rejection Order**").

17. On August 6, 2020, the Chapter 11 Debtors filed an amended Contract Assumption/Rejection Motion with the US Court which included an amended Contract Assumption/Rejection Order. A copy of the amended Contract Assumption/Rejection Motion is attached hereto as **Schedule "C"**.

18. On August 8, 2020, a Notice of Hearing was filed by the Chapter 11 Debtors which indicated that the Contract Assumption/Rejection Motion would be proceeding before the US Court on August 27, 2020 at 3:30 p.m. The Notice of Hearing indicated that the objection deadline was August 23, 2020.

19. On August 14, 2020, the Chapter 11 Debtors filed a second amended Contract Assumption/Rejection Order with the US Court. A copy of the second amended Contract Assumption/Rejection Order is attached hereto as **Schedule "D"**.

20. On August 25, 2020, the Chapter 11 Debtors filed a further amended Assumption/Rejection Order with the US Court. A copy of the further amended Contract Assumption/Rejection Order is attached hereto as **Schedule "E"**.

21. The following is a summary of certain key terms of the proposed Contract Assumption/Rejection Order related to the rejection of executory contracts and unexpired leases:

    (a) <u>Notices</u>: The Contract Assumption/Rejection Order provides the prescribed forms that are to be used by the Chapter 11 Debtors to provide notice of the rejection or assumption of contracts (the "**Rejection or Assumption Notices**"). The Rejection or Assumption Notices are not required to be delivered a certain number of days in advance of the proposed effective date. The Debtors are required to provide three days' advance written notice to counsel to the official committee of unsecured creditors, to the extent reasonably practicable. The schedules that are to be appended to the Rejection or Assumption Notices detail, among other things:

(i) the contracts to be rejected, assumed or assumed and assigned;

(ii) the parties to the contracts;

(iii) the proposed effective date of rejection or assumption;

(iv) the personal property of the Chapter 11 Debtors to be abandoned if the contract relates to a non-residential lease (where applicable) and an estimate of the book value of such property, if practicable; and

(v) the procedures for filing an objection to the rejection or assumption of contracts by the Chapter 11 Debtors (summarized below).

(b) Objection Procedure: Counterparties will be provided with an opportunity to object to the proposed rejection or assumption by filing and serving an objection within 14 days of a Rejection or Assumption Notice being filed and served. If an objection is filed and properly served, the Debtors will be required to request a hearing of the US Court on the objection and provide at least 10 days' notice to the counterparty of the hearing.

(c) Effective Date of Rejection: Any contracts (including leases) that are to be rejected by the Chapter 11 Debtors, will be considered to be rejected at the later of:

(i) the proposed effective date of rejection specified in the Rejection Notice;

(ii) if the counterparty objects to the rejection of the contract, such other date that the Chapter 11 Debtors and the counterparty agree to, or that is ordered by the Court; or

(iii) if the contract is a non-residential lease, the date the Chapter 11 Debtors surrender the leased premises to the landlord and return the keys, key codes or security codes, as applicable.

(d) Abandoned Property: The Chapter 11 Debtors are authorized, but not directed, at any time on or before the applicable rejection date, to remove or abandon any of the Chapter 11 Debtors' personal property that may be located on the Chapter 11 Debtors' leased premises that pertain to a rejected contract. All contractual provisions which could inhibit the Chapter 11 Debtors removing inventory or other personal property and vacating leased premises prior to a rejection date are waived. All persons are prohibited from interfering with the removal of inventory or other personal property of the Chapter 11 Debtors. The Chapter 11 Debtors are not authorized to abandon, and are directed to remove, any hazardous materials and any personal property that contains any "personally identifiable information" or other personal and/or confidential information about the Chapter 11 Debtors' employees and/or customers, or any other individual, from any leased premises.

(e) Inventory Drawback: As noted further below, the Information Officer understands from the CRO that the Chapter 11 Debtors intend to remove all inventory that is located at its various leased premises in Canada prior to rejection of any leases. If the rejection date specified on the Rejection Notice predates the removal of any property not otherwise generally described in the abandonment schedule to the Rejection Notice (such as inventory), the rejection date will not become effective until the date such property is removed from the premises.

(f) No Application of Security Deposits: Counterparties to contracts to be rejected are not entitled to set off or use money deposited with them by the Chapter 11 Debtors as a security deposit or other arrangement without the agreement of the Chapter 11 Debtors or prior approval of the US Court.

(g) Claims: Contract counterparties are required to file a proof of claim in the US Bankruptcy Proceedings, if any, on or before the later of: (a) the deadline for filing proofs of claim established in the Chapter 11 Cases, described further below; and (b) 30 days after the deadline for filing an objection or the date the objection has been overruled or withdrawn.

22. The Contract Assumption/Rejection Motion provides that these procedures will not apply to the leases to be rejected pursuant to the Lease Rejection Motion but will apply to any subsequent lease rejections.

23. The Contract/Assumption Rejection Order also provides procedures for the assumption or assumption and assignment of contracts. Those procedures will not apply to leases of non-residential real property. Any assumption or assumption and assignment of leases will be pursuant to a separate order of the US Court (which may be the order of the US Court confirming the Chapter 11 Debtors' plan of reorganization).

24. Contract counterparties with the Chapter 11 Debtors are advised to review the proposed Contract Assumption/Rejection Order attached hereto for further information regarding the assumption and rejection process. It is possible that the Contract Assumption/Rejection Order may be amended further prior to the hearing of the US Court. The Information Officer will report on any such amendments should the Contract Assumption/Rejection Order be granted by the US Court and it is sought to be recognized in the Canadian Recognition Proceedings.

25. The Information Officer has been informed by Canadian counsel to the Chapter 11 Debtors that it is expected that the Contract Assumption/Rejection Motion will be heard by the US Court on August 27, 2020.

Lease Assumption/Rejection Extension Motion

26. On August 11, 2020, the Chapter 11 Debtors filed a motion with the US Court (the "**Lease Assumption/Rejection Extension Motion**" and collectively with the Lease Rejection Motion and the Contract Assumption/Rejection Motion, the "**US Lease Motions**") seeking an Order extending the period for the assumption or rejection of unexpired leases (which is generally 120 days following the Petition Date pursuant to the US Bankruptcy Code) to the earlier of:

(a) entry of an order confirming a plan of reorganization (subject to the effectiveness of such plan of reorganization); and

(b) February 28, 2021 (the "**Lease Assumption/Rejection Extension Order**" and collectively with the Lease Rejection Order and the Contract Assumption/Rejection Order, the "**US Lease Orders**").

27. Lease counterparties with the Chapter 11 Debtors are advised to review the proposed Lease Assumption/Rejection Extension Motion attached hereto as **Schedule "F"** for further information regarding the relief sought therein.

28. The Information Officer has been informed by Canadian counsel to the Chapter 11 Debtors that the objection deadline for the Lease Assumption/Rejection Extension Motion is on August 31, 2020. If no objection is filed by the objection deadline, the Chapter 11 Debtors may seek entry of the Lease Assumption/Rejection Extension Order by the US Court without a hearing.

Other Motions

29. In addition to the US Lease Motions outlined above, the Information Officer has been informed by Canadian counsel to the Chapter 11 Debtors that it is currently anticipated that motions related to the following orders will be heard by the US Court on August 27, 2020 or entered around that date without a hearing if no objection is filed:

(a) Final Critical Vendors Order;

(b) Final Surety Bond Order;

(c) Final NOL Order;

(d) Final Critical Vendors Order;

(e) Final Lienholders Order; and

(f) Order Establishing a Record Date for Notice and Sell-Down Procedures for Trading in Certain Claims Against the Debtors' Estates.

30. The Information Officer has been further informed by Canadian counsel to the Chapter 11 Debtors that it is currently anticipated that a motion related to the Final DIP Order will be heard by the US Court on September 3, 2020.

31. The Information Officer has been further informed by Canadian counsel to the Chapter 11 Debtors that it is currently anticipated that motions related to the following orders will be heard by the US Court on September 10, 2020:

(a) Final Cash Management Order.

(b) Order Authorizing the Retention and Compensation of Certain Professionals Utilized in the Ordinary Course of Business;

(c) Order Establishing Procedures for Interim Compensation and Reimbursement of Expenses for Professionals; and

(d) Order Authorizing the Debtors to Make Certain U.S. Federal Income Tax Elections and Convert Jos. A. Bank Clothiers, Inc. Into a Limited Liability Company.

No View is Being Provided on Motions at This Stage

32. At this stage, in order to disseminate information regarding these orders promptly to Canadian stakeholders so they may consider the impact of the orders upon them, and since no motion has yet been filed for recognition thereof in Canada, the Information Officer expresses no view on these orders at this time. The Information Officer invites any stakeholder with an interest or concerns regarding the orders to contact it or its counsel to discuss.

33. For updates on the status of these motions in the interim, stakeholders should consult the Prime Clerk Website.

## COMMUNICATIONS RELATED TO CANADIAN LANDLORDS

34. Since the issuance of the First Report, the Information Officer and its counsel, McCarthy Tétrault LLP ("**McCarthy**"), have sought certain information from the CRO and counsel to the Canadian Chapter 11 Debtors and have communicated with certain counsel to Canadian landlords with respect to the status of, and plan for, the leased premises of the Canadian Chapter 11 Debtors. The following is a summary of this information and correspondence.

35. On August 14, 2020, a hearing of the Ontario Court was held at which certain concerns of Canadian landlords regarding the potential treatment of leases and the notice procedures

for the assumption or rejection of leases, as discussed in the First Report, were raised (the "**August 14 Hearing**").

36. The Information Officer relies upon the Canadian Chapter 11 Debtors to provide information to it in a timely manner and implemented a reporting protocol to provide for such information flow.

37. At the August 14 Hearing, the Ontario Court and counsels to certain stakeholders in attendance during such hearing were advised that it was the understanding of Canadian counsel to the Chapter 11 Debtors that a motion seeking the US Court's approval of a contract and lease assumption and rejection procedure was expected to be filed in the US Bankruptcy Proceedings imminently or shortly thereafter. However, it appears that, at the time, a motion related to a contract and lease assumption and rejection procedure had already been filed in the US Bankruptcy Proceedings and that it was an *amended* version of such motion together with an amended contract and lease assumption and rejection procedure that was anticipated to be filed in the US Bankruptcy Proceedings. Ultimately, what US Counsel to the Chapter 11 Debtors filed was an amended order setting out the proposed contract and lease assumption and rejection procedure, as described above. At the time of the August 14 Hearing, no relief was being sought by the Foreign Representative or any other party related to the US Lease Motion.

38. On August 17, 2020, counsel to one of the landlords advised the Information Officer, McCarthy and Canadian counsel to the Chapter 11 Debtors that a store had been vacated by the Canadian Chapter 11 Debtors sometime between August 14, 2020 and August 17, 2020 without prior notice to the landlord. Counsel to the landlord asked Canadian counsel to the Chapter 11 Debtors to make inquiries regarding same. Counsel to certain landlords

subsequently advised when they were informed by clients that other stores had been closed and vacated, which information is reflected in the table below.

39. On August 17, 2020, the Information Officer sent the CRO an e-mail containing a list of questions pertaining to the stores leased by the Canadian Chapter 11 Debtors and the likely impact to landlords of these leased stores as a result of the relief that may be sought in the US Bankruptcy Proceedings related to leases (the "**Lease Information Request**").

40. On August 19, 2020, Canadian counsel to the Chapter 11 Debtors circulated a copy of the second amended Contract Assumption/Rejection Order to the Information Officer, McCarthy and counsel to certain of the Canadian landlords that were in attendance at the August 14 Hearing. Canadian counsel to the Chapter 11 Debtors also provided a spreadsheet showing 12 anticipated Canadian store closures. Certain landlord counsel raised concerns with the timing of the filing of this order in light of the comments made during the August 14 Hearing.

41. On August 21, 2020, the CRO responded to the Lease Information Request and advised that, among other things:

    (a) thirteen (13) stores in Canada have or will be closed by the week ending August 28, 2020. A listing of these stores is as follows (along with a notation of when certain counsel to the landlords brought the closure of the store to the Information Officer's attention, as described herein). Moreover, the CRO advised that store #0113 was completely vacated shortly prior to the Petition Date and that store #0118 is vacant:

| # | Closure Date | Store # | Store | Landlord | Date Keys Relinquished | Date Landlord's Counsel Advised Information Officer Of Closure |
|---|---|---|---|---|---|---|
| | | Store Closures As Advised By US Restructuring Firm On August 21, 2020 | | | | |
| 1 | July Wk 3 | 0113 | Boucherville, QC | North American (Boucherville) Corp. And | August 13, 2020 | |
| 2 | Aug Wk 1 | 0054 | Gatineau, QC | Centres Commerciaux Gatineau Limitee | August 7, 2020 | August 19, 2020 |
| 3 | Aug Wk 1 | 0101 | Hull, QC | Creit Management L.P. | August 7, 2020 | |
| 4 | Aug Wk 2 | 0008 | Brampton South, ON | Rutheford Properties Ltd. | August 18, 2020 | August 19, 2020 |
| 5 | Aug Wk 2 | 0016 | Toronto Centre, ON | 110 Eglinton Avenue East | August 13, 2020 | |
| 6 | Aug Wk 2 | 0072 | Saint Jean, QC | Soltron Inc. | August 13, 2020 | |
| 7 | Aug Wk 2 | 0076 | Ste. Dorothee, QC | 3412237 Canada Inc. And Calloway Reit Inc. | August 13, 2020 | August 19, 2020 |
| 8 | Aug Wk 2 | 0080 | London East, ON | Calloway Reit Inc. | August 21, 2020 | August 19, 2020 |
| 9 | Aug Wk 2 | 0116 | New Westminster, BC | Calloway Reit-New Westminster | August 14, 2020 | |
| 10 | Aug Wk 2 | 0120 | Calgary - Westhills, AB | Westhills Equities Inc. | August 13, 2020 | August 17, 2020 |
| 11 | Aug Wk 2 | 0121 | Edmonton Southeast, AB | Riocan Meadows Shopping Centre | August 21, 2020 | August 20, 2020 |
| 12 | Aug Wk 2 | 0130 | St Jerome, QC | Vgh Limited Partnership | August 13, 2020 | |
| 13 | Aug Wk 2 | 0118 | Surrey South, BC | Surrey South Shopping Centres Ltd | August 14, 2020 | August 19, 2020 |

(b) the rest of the 112 locations in Canada remain subject to rent reduction negotiations between landlords and the Chapter 11 Debtors with the assistance of their advisors;

(c) rent will be paid to landlords of the closed stores in accordance with the U.S. Bankruptcy Code; and

(d) it is not the intention of the Canadian Chapter 11 Debtors to abandon any inventory at stores that are closed/to be closed, rather the inventory will be transferred to distribution centres.

42. The Information Officer is currently unable to comment on the likelihood and, if applicable, the timing of further store closures as such store closures may depend on the negotiations between landlords and the Chapter 11 Debtors referenced above.

43. The Information Officer understands that certain discussions are currently taking place between the Chapter 11 Debtors and certain Canadian landlords regarding certain concerns raised by these landlords.

**ACTIONS UNDERTAKEN BY THE INFORMATION OFFICER**

44. As outlined in the First Report, the Information Officer and the CRO implemented a reporting protocol in an attempt to ensure information pertaining to the Canadian Chapter 11 Debtors is provided to the Information Officer in a timely manner (the "**Communications Protocol**"). McCarthy wrote to Canadian counsel to the Chapter 11 Debtors on August 20, 2020 to reiterate the importance of adherence to the Communications Protocol.

45. The Information Officer expects that it will be informed of all matters pertaining to the US Bankruptcy Proceedings that affect the Canadian Chapter 11 Debtors as expeditiously as possible moving forward. The Information Officer will disseminate this information to stakeholders of the Canadian Chapter 11 Debtors, including landlords, as appropriate.

46. In addition to the above, as at the date of this Second Report, the Information Officer has undertaken the following actions to keep stakeholders of the Canadian Chapter 11 Debtors informed of the US Bankruptcy Proceedings:

    (a) inquired and corresponded with the CRO and Canadian counsel to the Chapter 11 Debtors on various matters pertaining to the Canadian Chapter 11 Debtors;

    (b) monitored information provided as part of the Communications Protocol and disseminated information to stakeholders as appropriate;

    (c) maintained the Case Website, which includes a direct link to the Prime Clerk Website;

(d) issued notifications to creditors and publicly advertised the Canadian Recognition Proceedings, as outlined in the First Report;

(e) responded to various inquiries from the respective counsels to the landlords; and

(f) responded to queries from various creditors and forwarded on these queries to the CRO as appropriate.

## OVERVIEW OF CLAIMS PROCESS

47. Among the First Day Orders that were granted by the US Court on August 4, 2020 and recognized by the Ontario Court in the Supplemental Order on August 5, 2020 is the Order (I) Setting Bar Dates for Filing Proofs of Claim, Including Requests for Payment Under Section 503(b)(9), (II) Establishing Amended Schedules Bar Date and Rejection Damages Bar Date, (III) Approving the Form of and Manner For Filing Proofs of Claim, Including Section 503(b)(9) Requests, and (IV) Approving Notice of Bar Dates (the "**Bar Date Order**"). A copy of the Bar Date Order is attached as Schedule B to the Supplemental Order and is attached hereto for reference as **Schedule "G"**.

48. The following is a summary of the claims and noticing procedures established by the Bar Date Order for the assertion of claims against the Chapter 11 Debtors. As a result of the recognition of the Bar Date Order by the Ontario Court, Canadian creditors with claims that they may wish to assert against the Chapter 11 Debtors are required to file a proof of claim in accordance with the Bar Date Order, otherwise their claims may be barred, as described further below.

<u>Bar Dates</u>

49. The Bar Date Order establishes the following deadlines by which creditors of the Chapter 11 Debtors (including Canadian creditors) must file an original, written proof of claim (a

"**Proof of Claim**"), in the form and in accordance with the procedures outlined below, so that it is actually received by Prime Clerk (unless they fall within one of the exceptions set out below):

(a) October 7, 2020, at 5:00 p.m., prevailing Central Time, where the claimant is not a governmental unit (the "**Claims Bar Date**");

(b) January 30, 2021, at 5:00 p.m., prevailing Central Time, where the claimant is a governmental unit (the "**Governmental Bar Date**"); and

(c) Unless otherwise ordered (such as pursuant to the Contract Assumption/Rejection Order should it be issued by the US Court and recognized in the Canadian Recognition Proceedings), where the claimant is asserting a claim arising from the rejection of executory contracts and unexpired leases, the later of: (i) the Claims Bar Date or Governmental Bar Date (where applicable); and (ii) thirty (30) days following entry of the order approving the Chapter 11 Debtors' rejection of the applicable executory contract or unexpired lease (the "**Rejection Damages Bar Date**"); and

(d) Where the claimant is asserting a claim affected by an amendment to the Schedules of the Chapter 11 Debtors, by the later of: (a) the Claims Bar Date or the Governmental Bar Date, as applicable, and (b) 5:00 p.m., prevailing Central Time, on the date that is thirty (30) days from the date on which the Chapter 11 Debtors mail notice of the amendment to the Schedules (the "**Amended Schedules Bar Date**" and collectively with the Claims Bar Date, the Governmental Bar Date and the Rejection Damages Bar Date, the "**Bar Dates**").

50. Any creditor that fails to file a Proof of Claim by the applicable Bar Date in accordance with the Bar Date Order shall be: (i) forever barred, estopped, and enjoined from asserting

such claim against the Chapter 11 Debtors (or filing a Proof of Claim with respect thereto), and the Chapter 11 Debtors and their property shall be forever discharged from any and all indebtedness or liability with respect to or arising from such claim; and (ii) prohibited from voting to accept or reject any chapter 11 plan filed in the US Bankruptcy Proceedings, participating in any distribution in the US Bankruptcy Proceedings or receiving further notices regarding such claim.

<u>Parties Exempt from the Bar Dates</u>

51. The following categories of claimants, among others, in the capacities described below, are not required to file a Proof of Claim by the Bar Date:

(a) a current employee of the Chapter 11 Debtors, if an order of the US Court authorized the Chapter 11 Debtors to honor such claim in the ordinary course of business as a wage, commission, or benefit; provided that a current employee must submit a proof of claim by the Claims Bar Date for all other claims arising before the Petition Date, including claims for wrongful termination, discrimination, harassment, hostile work environment, and/or retaliation;

(b) any current or former officer, manager, director, or employee for claims based on indemnification, contribution, or reimbursement;

(c) any entity whose claim has been paid by a Chapter 11 Debtor pursuant to a Court order;

(d) any entity holding a claim for which a separate deadline is fixed by the US Court;

(e) any entity holding an equity interest in any of the Chapter 11 Debtors; and

(f) any holder of a claim for any fees, expenses, or other obligations arising under any interim or final order approving the Chapter 11 Debtors' use of cash collateral or access to postpetition financing.

52. For a full list of the categories of exempted claimants, please see paragraph 8 of the Bar Date Order.

Procedures for Filing Proofs of Claim

53. Each Proof of Claim must be submitted substantially in the prescribed form (the "**Proof of Claim Form**"), be written in legible English, include a claim amount denominated in United States dollars, identify the Chapter 11 Debtor against which a claim is being asserted, include supporting documentation and be signed (either electronically or by hand) by the claimant or by an authorized agent or legal representative of the claimant on behalf of the claimant.

54. The Proof of Claim Form is available on the Prime Clerk Website and can be electronically filed through that site. A Proof of Claim may also be filed (i) through PACER (Public Access to Court Electronic Records at http://ecf.txsb.uscourts.gov), or (ii) by mail or other hand delivery method addressed to Tailored Brands, Inc. Claims Processing Center, c/o Prime Clerk LLC, 850 3rd Avenue, Suite 412, Brooklyn, New York 11232, so that it is actually received by Prime Clerk on or before the applicable Bar Date.

55. A copy of the Proof of Claim Form and instructions to complete are attached hereto as **Schedule "H"**.

56. Each employee and former employee of the Chapter 11 Debtors and their non-Chapter 11 Debtor affiliates that asserts a claim against the Chapter 11 Debtors that arose before the Petition Date is authorized to file a Proof of Claim that redacts personally identifiable

information. Such employees and former employees that file a redacted Proof of Claim are required to serve an unredacted Proof of Claim upon the co-counsel to the Debtors, Kirkland & Ellis LLP, 601 Lexington Avenue, New York, New York 10022, Attn: Aparna Yenamandra and Anne G. Wallice, and Jackson Walker L.L.P., 1401 McKinney Street, Suite 1900, Attn: Matthew D. Cavenaugh and Victoria Argeroplos.

Procedures for Providing Notice of the Claims Process and Bar Dates

57. The Bar Date Order required that the Chapter 11 Debtors provide a written notice of the Bar Dates and a Proof of Claim Form (together, the **"Bar Date Package"**) by mail to the following entities, among others:

(a) the U.S. Trustee for the Southern District of Texas;

(b) the entities listed as holding the 30 largest unsecured claims against the Chapter 11 Debtors (on a consolidated basis);

(c) all creditors and other known holders of Claims against the Chapter 11 Debtors as of the date of entry of the Bar Date Order, including all entities listed in the Schedules as holding Claims against the Chapter 11 Debtors;

(d) all known non-Chapter 11 Debtor equity and interest holders of the Chapter 11 Debtors as of the date the Bar Date Order is entered;

(e) all entities who are party to executory contracts and unexpired leases with the Chapter 11 Debtors;

(f) all entities who are party to active litigation with the Chapter 11 Debtors;

(g) all current and former employees (to the extent that contact information for former employees is available in the Chapter 11 Debtors' records);

(h) all regulatory authorities that regulate the Chapter 11 Debtors' businesses, including environmental and permitting authorities; and

(i) all taxing authorities for the jurisdictions in which the Chapter 11 Debtors maintain or conduct business.

58. The Information Officer has been advised by Canadian counsel to the Chapter 11 Debtors that all reasonable efforts were made to send a copy of the Bar Date Package to all known creditors of the Chapter 11 Debtors located in Canada that fall within the above categories to their last known addresses based on the books and records of the Chapter 11 Debtors.

59. A copy of the Bar Date Package is attached hereto as **Schedule "I"**.

60. The Bar Date Order also provided for notice to be provided to creditors where notice by mail is impractical, including creditors who are unknown or not reasonably ascertainable by the Chapter 11 Debtors and creditors whose addresses are unknown, by publication of a notice (the "**Publication Notice**") on one occasion in the national edition of the *New York Times*.

61. The Information Officer understands from affidavits filed in the US Bankruptcy Proceedings and available on the Prime Clerk Website that the Publication Notice was published in the *New York Times* on August 7 and 10, 2020.

Further Notice by Information Officer to Canadian Creditors

62. As noted in the First Report, the Information Officer compiled a list of creditors of the Canadian Chapter 11 Debtors with estimated amounts of their claims as at July 31, 2020 based on information provided to the Information Officer by the Chapter 11 Debtors' financial advisors (the "**July 31 List of Creditors**").

63. As also noted in the First Report, the Information Officer mailed a notice of the Canadian Recognition Proceedings (the "**Notice of Proceedings**") to all creditors listed on the July 31 List of Creditors, except for employees of the Foreign Representative. The Notice of Proceedings provided general details regarding the commencement of the US Bankruptcy Proceedings and the Canadian Recognition Proceedings, the name and contact information of the Information Officer and the address of the Case Website. The Notice of Proceedings indicated that further information regarding any claims process would be provided at a future date. A copy of this notice is attached to the First Report as Schedule "B".

64. As soon as practicable after the filing of this Second Report, the Information Officer intends to send a further notice to all creditors listed on the July 31 List of Creditors, except for employees of the Foreign Representative, providing further notice of the Bar Dates, summarizing the procedure for filing claims pursuant to the Bar Date Order and providing the address of the Prime Clerk Website and the Case Website to obtain a copy of the Bar Date Package (the "**Claims Process Notice**"). A copy of the form of Claims Process Notice is attached hereto as **Schedule "J"**.

65. The Information Officer will arrange for the posting of the Bar Date Order, the Bar Date Package, the Proof of Claim Form and the Claims Process Notice individually on the Case Website as soon as practicable after the filing of this Second Report.

66. The Information Officer has received inquiries from a number of Canadian employees of the Chapter 11 Debtors and other stakeholders concerning the claims process set out in the Bar Date Order. The Information Officer will work with the CRO and Canadian counsel to the Chapter 11 Debtors to provide information to stakeholders regarding the claims process as requested by those stakeholders.

## UPDATE ON CERTAIN OTHER MATTERS

67. In addition to the motions and the claims process detailed above, the following is an update on certain matters in the US Bankruptcy Proceedings that may be relevant to stakeholders of the Chapter 11 Debtors in Canada based on the materials available on the Prime Clerk Website and matters that have been brought to the attention of the Information Officer via the Communications Protocol.

Draft Plan and Disclosure Statement for Chapter 11 Debtors

68. On August 17, 2020, the following documents were uploaded to the Prime Clerk Website:

    (a) Debtors' Joint Plan of Reorganization Pursuant to Chapter 11 of the Bankruptcy Code (the "**Draft Plan**");

    (b) Disclosure Statement for the Debtors' Joint Plan of Reorganization Pursuant to Chapter 11 of the Bankruptcy Code (the "**Draft Disclosure Statement**")

69. The Information Officer is advised by Canadian counsel to the Chapter 11 Debtors that the Chapter 11 Debtors have not yet filed a motion for approval of the Draft Disclosure Statement and no date has been set for the hearing of any such motion. Acceptance or rejection of the Draft Plan may not be solicited by the Chapter 11 Debtors until a disclosure statement has been approved by the US Court. The information in the Draft Plan and Draft Disclosure Statement remains subject to amendment and supplementation.

70. Copies of the Draft Plan and the Draft Disclosure Statement are available on the Prime Clerk Website.

Meeting of Creditors Scheduled for September 24, 2020

71. The initial meeting of creditors of the Chapter 11 Debtors has been scheduled for September 24, 2020 at 3:30 p.m. by teleconference. Creditors may attend the meeting, but are not required to do so. A copy of the Notice of Chapter 11 Bankruptcy Case providing the teleconference details for this meeting of creditors is attached hereto as **Schedule "K"**.

**ALL OF WHICH IS RESPECTFULLY SUBMITTED** this 26th day of August 2020.

**GRANT THORNTON LIMITED,**
**AS THE INFORMATION OFFICER OF**
**MOORES THE SUIT PEOPLE CORP. AND MOORES RETAIL GROUP CORP.**
**AND NOT IN ITS PERSONAL OR CORPORATE CAPACITY**

Per: ______________________________

Jonathan Krieger, CPA, CA, CIRP, LIT
Senior Vice President

# Schedule A

**SCHEDULE “A”**

**LIST OF CHAPTER 11 DEBTORS**

Tailored Brands, Inc.

JA Apparel Corp.

Jos. A. Bank Clothiers, Inc.

Joseph Abboud Manufacturing Corp.

K&G Men’s Company Inc.

MWDC Holding Inc.

Nashawena Mills Corp.

Renwick Technologies, Inc.

Tailored Brands Gift Card Co LLC

Tailored Brands Purchasing LLC

Tailored Brands Worldwide Purchasing Co.

Tailored Shared Services, LLC

TB UK Holdings Limited

The Joseph A. Bank Mfg. Co., Inc.

The Men’s Wearhouse, Inc.

TMW Merchants LLC

Moores the Suit People Corp.

Moores Retail Group Corp.

**IN THE UNITED STATES BANKRUPTCY COURT**
**SOUTHERN DISTRICT OF TEXAS**
**HOUSTON DIVISION**

| | | |
|---|---|---|
| In re: | ) | Chapter 11 |
| TAILORED BRANDS, INC., *et al.*,[1] | ) | Case No. 20-33900 (MI) |
| Debtors. | ) | (Joint Administration Requested) |

**DEBTORS' OMNIBUS MOTION**
**SEEKING ENTRY OF AN ORDER AUTHORIZING**
**(I) THE REJECTION OF CERTAIN UNEXPIRED LEASES**
**AND (II) ABANDONMENT OF CERTAIN PERSONAL PROPERTY,**
**IF ANY, EACH EFFECTIVE AS OF THE PETITION DATE**

**THIS MOTION SEEKS AN ORDER THAT MAY ADVERSELY AFFECT YOU. IF YOU OPPOSE THE MOTION, YOU SHOULD IMMEDIATELY CONTACT THE MOVING PARTY TO RESOLVE THE DISPUTE. IF YOU AND THE MOVING PARTY CANNOT AGREE, YOU MUST FILE A RESPONSE AND SEND A COPY TO THE MOVING PARTY. YOU MUST FILE AND SERVE YOUR RESPONSE WITHIN 21 DAYS OF THE DATE THIS WAS SERVED ON YOU. YOUR RESPONSE MUST STATE WHY THE MOTION SHOULD NOT BE GRANTED. IF YOU DO NOT FILE A TIMELY RESPONSE, THE RELIEF MAY BE GRANTED WITHOUT FURTHER NOTICE TO YOU. IF YOU OPPOSE THE MOTION AND HAVE NOT REACHED AN AGREEMENT, YOU MUST ATTEND THE HEARING. UNLESS THE PARTIES AGREE OTHERWISE, THE COURT MAY CONSIDER EVIDENCE AT THE HEARING AND MAY DECIDE THE MOTION AT THE HEARING.**

**REPRESENTED PARTIES SHOULD ACT THROUGH THEIR ATTORNEY.**

**LANDLORDS RECEIVING THIS OMNIBUS LEASE MOTION SHOULD LOCATE THEIR NAMES AND LEASES IN THE SCHEDULE OF LEASES ATTACHED HERETO AS EXHIBIT A**

[1] A complete list of each of the Debtors in these chapter 11 cases may be obtained on the website of the Debtors' proposed claims and noticing agent at http://cases.primeclerk.com/TailoredBrands. The location of the Debtors' service address in these chapter 11 cases is: 6100 Stevenson Boulevard, Fremont, California 94538.

The above-captioned debtors and debtors in possession (collectively, the "Debtors")[2] state as follows in support of this motion (this "Motion"):

## Relief Requested

1. The Debtors seek entry of an order, substantially in the form attached hereto (the "Order"): (a) authorizing the Debtors to (i) reject certain unexpired leases, including any guaranties thereof and any amendments, modifications, or subleases thereto (each, a "Lease," and collectively, the "Leases") for nonresidential real property located at the premises (collectively, the "Premises") set forth on **Exhibit A** attached hereto and (ii) to abandon certain equipment, fixtures, furniture, or other personal property (the "Personal Property") that may be located at the Premises, each effective as of the Petition Date; and (b) granting related relief.

## Jurisdiction and Venue

2. The United States Bankruptcy Court for the Southern District of Texas (the "Court") has jurisdiction over this matter pursuant to 28 U.S.C. § 1334. This is a core proceeding pursuant to 28 U.S.C. § 157(b). The Debtors confirm their consent, pursuant to rule 7008 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules"), to the entry of a final order by the Court.

3. Venue is proper pursuant to 28 U.S.C. §§ 1408 and 1409.

4. The bases for the relief requested herein are sections 105(a), 365(a), and 554(a) of the Bankruptcy Code, Bankruptcy Rules 6004, 6006, and 6007, and rule 9013-1(b) of the Bankruptcy Local Rules for the Southern District of Texas (the "Bankruptcy Local Rules").

---

[2] A detailed description of the Debtors and their business, and the facts and circumstances supporting the Debtors' chapter 11 cases, are set forth in greater detail in the *Declaration of Holly Etlin, Chief Restructuring Officer of Tailored Brands, Inc., in Support of Chapter 11 Petitions and First Day Motions* (the "First Day Declaration"), filed contemporaneously with the Debtors' voluntary petitions for relief filed under chapter 11 of title 11 of the United States Code (the "Bankruptcy Code"), on August 2, 2020 (the "Petition Date"). Capitalized terms used but not otherwise defined in this Motion shall have the meanings given to them in the First Day Declaration.

**Background**

5. The Debtors are a leading specialty retailer of men's tailored clothing and the largest men's formalwear provider in the United States and Canada. The Debtors operate approximately 1,400 stores throughout the United States and Canada through an omni-channel network of five retail brands (Men's Wearhouse, Men's Wearhouse and Tux, Jos. A. Bank, K&G, and Moores). As of the Petition Date, the Debtors operate 1,274 stores across the United States and 125 stores in Canada. The Debtors also maintain a substantial online presence.

6. On the Petition Date, each of the Debtors filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code. The Debtors have also filed a motion requesting joint administration of these chapter 11 cases pursuant to Bankruptcy Rule 1015(b). The Debtors are operating their business and managing their properties as debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code. No request for the appointment of a trustee or examiner has been made in these chapter 11 cases, and no official committees have been appointed or designated.

**Leases to Be Rejected**

7. In the lead up to these chapter 11 cases, the Debtors, with the assistance of their advisors, undertook a comprehensive review and store-by-store analysis of their lease portfolio and the performance of each of their stores. The Debtors' lease portfolio is a significant contributing factor to their current financial challenges, and they have determined, as a sound exercise of business judgment, that closure of the underperforming stores would be value-maximizing. Accordingly, the Debtors seek to reject 100 Leases associated with such stores

at this time. The Leases are identified and further described on **Exhibit A** attached hereto.[3] The Debtors will transfer or sell substantially all of their inventory located in these store locations, cease operations, vacate the premises, and abandon possession and the keys to the respective landlords of these 100 stores.

8. None of the Leases is reasonably likely to generate a net economic benefit to their estates, and that the terms of each Lease are burdensome and/or substantially above-market. Absent rejection, the Debtors would be obligated to pay rent under the Leases even as they cease operations at and will no longer be in possession of the premises identified on **Exhibit A**. The Debtors likewise would be obligated to pay their proportionate share of common area expenses, real property taxes, utility costs, insurance, and other related charges associated with certain of the Leases. The Debtors estimate that rejecting the Leases will save a significant amount in rent and associated costs and have determined in their business judgment that such costs constitute a wasteful drain of estate assets. In addition, the Debtors reviewed the market value of the Leases and determined, in their business judgment, that marketing the Leases for assignment or sublease to a third party would not generate any significant value for the estates, especially compared to the continued costs associated with maintaining the leased premises.

9. Accordingly, in an effort to avoid unnecessary postpetition rent and administrative costs, the Debtors have determined in the exercise of their sound business judgement that rejecting the Leases set forth on **Exhibit A**, effective as of the Petition Date, is in the best interests of the Debtors, their estates, and their creditors.

[3] The Debtors filed the *Debtors' Motion Seeking Entry of an Order Authorizing and Approving Procedures to Reject, Assume, or Assign Executory Contracts and Unexpired Leases* contemporaneously herewith. If granted, such motion would not apply to the Leases being rejected under this Motion.

**Personal Property to Be Abandoned**

10. To the extent that any Personal Property is located at the Premises, the Debtors will evaluate such remaining Personal Property at the Premises to determine whether (a) the Personal Property is of inconsequential value or (b) the cost of removing and storing the Personal Property for future use, marketing, or sale exceeds its value to the Debtors' estates. Because the Debtors plan to shut down all operations at the Premises, the Personal Property, if any, will no longer be necessary for the administration of the Debtors' estates.

11. Accordingly, to reduce postpetition administrative costs and in the exercise of the Debtors' sound business judgment, the Debtors believe that the abandonment of the Personal Property that may be located at each of the Premises, if any, is appropriate and in the best interests of the Debtors, their estates, and their creditors.

**Basis for Relief**

**I. The Rejection of the Leases Effective as of the Petition Date Is Appropriate and Provides the Debtors with Significant Cost Savings.**

12. Section 365(a) of the Bankruptcy Code provides that a debtor in possession, "subject to the court's approval, may . . . reject any executory contract or unexpired lease of the debtor." 11 U.S.C. § 365(a). "This provision allows a trustee to relieve the bankruptcy estate of burdensome agreements which have not been completely performed." *Stewart Title Guar. Co. v. Old Republic Nat'l Title Ins. Co.*, 83 F.3d 735, 741 (5th Cir. 1996) (citing *In re Murexco Petroleum, Inc.*, 15 F.3d 60, 62 (5th Cir. 1994)); *see also In re Orion Pictures Corp.*, 4 F.3d 1095, 1098 (2d Cir. 1993) (noting that the purpose of rejection of executory contracts is to permit the debtor-in-possession to renounce title to and abandon burdensome property).

13. A debtor's rejection of an executory contract or unexpired lease is ordinarily governed by the "business judgment" standard. *See Richmond Leasing Co. v. Capital Bank, N.A.*,

762 F.2d 1303, 1309 (5th Cir. 1985) ("It is well established that 'the question whether a lease should be rejected . . . is one of business judgment.'") (quoting *Grp. of Institutional Inv'rs v. Chi., M., St. P. & P. R. Co.*, 318 U.S. 523, 550 (1943)); *see also In re Tex. Sheet Metals, Inc.*, 90 B.R. 260, 264 (Bankr. S.D. Tex. 1988) ("The traditional business judgment standard governs the rejection of ordinary executory contracts."). The business judgment standard requires a court to approve a debtor's business decision unless that decision is the product of "bad faith, whim, or caprice." *See In re Trans World Airlines, Inc.*, 261 B.R. 103, 121 (Bankr. D. Del. 2001) (quoting *In re Wheeling-Pittsburgh Steel Corp.*, 72 B.R. 845, 849–50 (Bankr. W.D. Pa. 1987)).

14. Rejection of an unexpired lease is appropriate where such rejection would benefit the estate. *See In re Pisces Energy, LLC*, No. 09-36591-H5-11, 2009 WL 7227880, at *6 (Bankr. S.D. Tex. Dec. 21, 2009) ("Courts apply the 'business judgment test,' which requires a showing that the proposed course of action will be advantageous to the estate and the decision be based on sound business judgment."); *see also Orion Pictures*, 4 F.3d at 1098–99 (stating that section 365 of the Bankruptcy Code permits a debtor in possession, subject to court approval, to decide which executory contracts would be beneficial to reject). Upon finding that a debtor exercised its sound business judgment in determining that rejection of certain contracts or leases is in the best interests of its creditors and all parties in interest, a court should approve the rejection under section 365(a) of the Bankruptcy Code. *See In re Summit Land Co.*, 13 B.R. 310, 315 (Bankr. D. Utah 1981) (holding that absent extraordinary circumstances, court approval of a debtor's decision to assume or reject an executory contract "should be granted as a matter of course").

15. Rejection of the Leases is well within the Debtors' business judgment and is in the best interest of their estates. The Debtors seek to reject the Leases in order to avoid the incurrence

of any additional, unnecessary expenses related to the Leases and the maintenance of the facilities located on the Premises. Absent rejection, the Leases will continue to burden the Debtors' estates with meaningful administrative expenses, without sufficient marginal revenue to justify the incurrence of such costs. Rejecting the Leases will help increase the Debtors' liquidity and otherwise facilitate the efficient administration of the Debtors' estates.

16. The Debtors have determined that there is no net benefit likely to be realized from efforts to market the Leases for potential assignment or sublease and that there is little if any likelihood that the Debtors will be able to realize value from the Leases. Accordingly, the Debtors have determined that the Leases constitute unnecessary drains on the estate's resources and, therefore, rejection of the Leases reflects the Debtors' exercise of sound business judgment.

## II. The Abandonment of Personal Property Is Appropriate.

17. The abandonment of the Personal Property is appropriate and authorized by the Bankruptcy Code. *See* 11 U.S.C. § 554(a). Section 554(a) provides that "[a]fter notice and a hearing, the trustee may abandon any property of the estate that is burdensome to the estate or that is of inconsequential value and benefit to the estate." 11 U.S.C. § 554(a). Courts generally give a debtor in possession great deference to its decision to abandon property. *See, e.g., In re Vel Rey Props., Inc.*, 174 B.R. 859, 867 (Bankr. D.D.C. 1994) ("Clearly, the court should give deference to the trustee's judgment in such matters."). Unless certain property is harmful to the public, once a debtor has shown that it is burdensome or of inconsequential value to the estate, a court should approve the abandonment. *Id.*

18. Before deciding to abandon the Personal Property, if any, the Debtors will determine whether the costs of moving and storing such Personal Property outweigh any benefit to the Debtors' estates. Further, any efforts by the Debtors to move or market the Personal Property could unnecessarily delay the Debtors' surrender of the Premises and the rejection of the Leases.

Accordingly, it is in the best interests of the Debtors and their estates for the Debtors to abandon Personal Property located on the Premises.

## III. This Court Should Deem the Leases Rejected as of the Petition Date.

19. Section 365 of the Bankruptcy Code does not restrict a bankruptcy court from applying rejection retroactively. *See, e.g.*, *In re Amber's Stores, Inc.*, 193 B.R. 819, 827 (Bankr. N.D. Tex. 1996) (finding that "nothing precludes a bankruptcy court, based on the equities of the case, from approving" retroactive rejection); *Pac. Shores Dev., LLC v. At Home Corp. (In re At Home Corp.)*, 392 F.3d 1064, 1065–71 (9th Cir. 2004) (affirming bankruptcy court's approval of retroactive rejection), *cert. denied*, 546 U.S. 814 (2005).

20. Here, the balance of equities favors rejection of the Leases effective as of the Petition Date. Without such relief, the Debtors will potentially incur unnecessary administrative expenses related to the Leases—agreements that provide no benefit to the Debtors' estates in light of the rent and related charges the Debtors are obligated to pay thereunder without corresponding and commensurate benefits to the estate. *See* 11 U.S.C. § 365(d)(3). The landlords of the Leases will not be unduly prejudiced if the rejection is deemed effective as of the Petition Date. Further, by this Motion, the landlords and, where applicable, their respective counsel are receiving notice of the Debtors' intention to reject the Leases. The Debtors have sought the relief requested at the earliest possible moment in these chapter 11 cases and do not seek to reject the Leases effective as of the Petition Date due to any undue delay on their own part. Based on this factual record, no party can assert that the Debtors seek to write any "revisionist history." *Roman Catholic Archdiocese of San Juan, Puerto Rico v. Acevedo Feliciano*, 140 S. Ct. 696, 701 (2020) ("Federal courts may issue *nunc pro tunc* orders, or 'now for then' orders [] to reflect the reality of what has already occurred [but not as a] vehicle for . . . creating 'facts' that never occurred . . .") (internal citations omitted).

21. Accordingly, the Debtors respectfully request that the Court deem the Leases identified on **Exhibit A** attached hereto rejected effective as of the Petition Date.

**Waiver of Bankruptcy Rules 6004(a) and 6004(h)**

22. To implement the foregoing successfully, the Debtors request that the Court enter an order providing that notice of the relief requested herein satisfies Bankruptcy Rule 6004(a) and that the Debtors have established cause to exclude such relief from the 14-day stay period under Bankruptcy Rule 6004(h).

**Reservation of Rights**

23. Nothing contained herein or any actions taken pursuant to such relief requested is intended or shall be construed as: (a) an admission as to the amount of, basis for, or validity of any claim against a Debtor entity under the Bankruptcy Code or other applicable nonbankruptcy law; (b) a waiver of the Debtors' or any other party in interest's right to dispute any claim on any grounds; (c) a promise or requirement to pay any claim; (d) an implication or admission that any particular claim is of a type specified or defined in this Motion or any order granting the relief requested by this Motion or a finding that any particular claim is an administrative expense claim or other priority claim; (e) a request or authorization to assume, adopt, or reject any agreement, contract, or lease pursuant to section 365 of the Bankruptcy Code; (f) an admission as to the validity, priority, enforceability, or perfection of any lien on, security interest in, or other encumbrance on property of the Debtors' estates; (g) a waiver or limitation of the Debtors' or any other party in interest's rights under the Bankruptcy Code or any other applicable law; or (h) a concession by the Debtors that any liens (contractual, common law, statutory, or otherwise) that may be satisfied pursuant to the relief requested in this Motion are valid, and the rights of all parties in interest are expressly reserved to contest the extent, validity, or perfection or seek avoidance of all such liens. If the Court grants the relief sought herein, any payment made pursuant to the

Court's order is not intended and should not be construed as an admission as to the validity of any particular claim or a waiver of the Debtors' or any other party in interest's rights to subsequently dispute such claim.

**Notice**

24. Notice of the hearing on the relief requested in the Motion has been provided by the Debtors in accordance and compliance with Bankruptcy Rules 4001 and 9014, as well as the Bankruptcy Local Rules, and is sufficient under the circumstances. The Debtors served parties in interest, whether by facsimile, electronic mail, overnight courier or hand delivery, including (a) the Office of the United States Trustee for the Southern District of Texas; (b) entities listed as holding the 30 largest unsecured claims against the Debtors (on a consolidated basis); (c) the Prepetition ABL Agent and the DIP Agent, and counsel thereto; (d) the agent under the Debtors' prepetition term loan facility and counsel thereto; (e) counsel to term lenders under the Debtors' prepetition term loan facility; (f) the indenture trustee for The Men's Wearhouse, Inc. 7.00% Senior Notes due 2022, and counsel thereto; (g) the Office of the United States Attorney for the Southern District of Texas; (h) the state attorneys general for states in which the Debtors conduct business; (i) the Internal Revenue Service; (j) the Securities and Exchange Commission; (k) the Environmental Protection Agency; (l) the lessors of the Premises listed on **Exhibit A**; and (m) any party that requests service pursuant to Bankruptcy Rule 2002. In light of the nature of the relief requested, no other or further notice need be given.

WHEREFORE, the Debtors respectfully request entry of the Order, granting the relief requested in this Motion and granting such other and further relief as is appropriate under the circumstances.

Houston, Texas
August 2, 2020

*/s/ Matthew D. Cavenaugh*
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*Proposed Co-Counsel to the Debtors and Debtors in Possession*

**Certificate of Service**

I certify that on August 2, 2020, I caused a copy of the foregoing document to be served by the Electronic Case Filing System for the United States Bankruptcy Court for the Southern District of Texas.

*/s/ Matthew D. Cavenaugh*
Matthew D. Cavenaugh

**IN THE UNITED STATES BANKRUPTCY COURT**
**SOUTHERN DISTRICT OF TEXAS**
**HOUSTON DIVISION**

| | | |
|---|---|---|
| In re: | ) | Chapter 11 |
| TAILORED BRANDS, INC., *et al.*,[1] | ) | Case No. 20-33900 (MI) |
| Debtors. | ) | (Joint Administration Requested) |
| | ) | **Re: Docket No. _____** |

**ORDER AUTHORIZING (I) THE REJECTION OF CERTAIN UNEXPIRED LEASES AND (II) THE ABANDONMENT OF CERTAIN PERSONAL PROPERTY, IF ANY, EACH EFFECTIVE AS OF THE PETITION DATE**

Upon the motion (the "Motion")[2] of the above-captioned debtors and debtors in possession (collectively, the "Debtors") for entry of an order (this "Order") (a) authorizing the Debtors to (i) reject the Leases at the Premises set forth on **Exhibit A** attached to the Motion and (ii) abandon the Personal Property that may be located at each of the Premises, if any, each effective as of the Petition Date, and (b) granting related relief, all as more fully set forth in the Motion; and upon the First Day Declaration; and this Court having jurisdiction over this matter pursuant to 28 U.S.C. § 1334; and this Court having found that this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2); and this Court having found that it may enter a final order consistent with Article III of the United States Constitution; and this Court having found that venue of this proceeding and the Motion in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and this Court having found that the relief requested in the Motion is in the best interests of the Debtors'

[1] A complete list of each of the Debtors in these chapter 11 cases may be obtained on the website of the Debtors' proposed claims and noticing agent at http://cases.primeclerk.com/TailoredBrands. The location of the Debtors' service address in these chapter 11 cases is: 6100 Stevenson Boulevard, Fremont, California 94538.

[2] Capitalized terms used but not otherwise defined herein shall have the meanings given to them in the Motion.

estates, their creditors, and other parties in interest; and this Court having found that the Debtors' notice of the Motion and opportunity for a hearing on the Motion were appropriate under the circumstances and no other notice need be provided; and this Court having reviewed the Motion and having heard the statements in support of the relief requested therein at a hearing before this Court (the "Hearing"); and this Court having determined that the legal and factual bases set forth in the Motion and at the Hearing establish just cause for the relief granted herein; and upon all of the proceedings had before this Court; and after due deliberation and sufficient cause appearing therefor, it is HEREBY ORDERED THAT:

1. Each of the Leases set forth on **Exhibit A** attached to the Motion is rejected under section 365 of the Bankruptcy Code effective as of the Petition Date.

2. The Debtors are authorized to abandon any Personal Property located on the Premises free and clear of all liens, claims, encumbrances, interests, and rights of third parties, and all such property is deemed abandoned as of the Petition Date. The applicable counterparty to each Lease may utilize or dispose of such Personal Property in its sole and absolute discretion without further notice or liability to any party claiming an interest in such abandoned property. The automatic stay, to the extent applicable, is modified to allow for such utilization or disposition.

3. The counterparty to each Lease must file a proof of claim, if at all, on or before the later of (a) the deadline for filing proofs of claim established in these chapter 11 cases and (b) thirty (30) days after the entry of this order, or else be forever barred.

4. Notwithstanding the relief granted in this Order and any actions taken pursuant to such relief, nothing contained in the Motion or in this Order shall be deemed: (a) an admission as to the amount of, basis for, or validity of any claim against a Debtor entity under the Bankruptcy Code or other applicable nonbankruptcy law; (b) a waiver of the Debtors' or any other party in

interest's right to dispute any claim on any grounds; (c) a promise or requirement to pay any claim; (d) an implication or admission that any particular claim is of a type specified or defined in the Motion or this Order or a finding that any particular claim is an administrative expense claim or other priority claim; (e) a request or authorization to assume, adopt, or reject any agreement, contract, or lease pursuant to section 365 of the Bankruptcy Code; (f) an admission as to the validity, priority, enforceability, or perfection of any lien on, security interest in, or other encumbrance on property of the Debtors' estates; (g) a waiver or limitation of the Debtors' or any other party in interest's rights under the Bankruptcy Code or any other applicable law; or (h) a concession by the Debtors that any liens (contractual, common law, statutory, or otherwise) that may be satisfied pursuant to the relief authorized in this Order are valid, and the rights of all parties in interest are expressly reserved to contest the extent, validity, or perfection or seek avoidance of all such liens.

5. Notwithstanding anything to the contrary in this Order, any payment made or action taken by any of the Debtors pursuant to the authority granted in this Order must be in compliance with, and shall be subject to: (i) any interim or final order approving the Debtors' use of cash collateral and/or any postpetition financing facility (in either case, the "DIP Order"); (ii) the documentation in respect of any such use of cash collateral and/or postpetition financing; and (iii) the budget governing any such use of cash collateral and/or postpetition financing. To the extent there is any inconsistency between the terms of the DIP Order and this Order, the terms of the DIP Order shall control.

6. Notice of the Motion satisfies the requirements of Bankruptcy Rule 6004(a) and the Bankruptcy Local Rules are satisfied by such notice.

7. Notwithstanding Bankruptcy Rule 6004(h), the terms and conditions of this Order are immediately effective and enforceable upon its entry.

8. The Debtors are authorized to take all actions necessary to effectuate the relief granted in this Order in accordance with the Motion.

9. This Court retains exclusive jurisdiction with respect to all matters arising from or related to the implementation, interpretation, and enforcement of this Order.

Dated: ____________, 2020
Houston, Texas

______________________________________
UNITED STATES BANKRUPTCY JUDGE

# Exhibit A

## Leases

| Store ID | Store Name | Brand | Lease Counterparty | Lease Counterparty Address | Property Address |
|---|---|---|---|---|---|
| 0113 | #0113 BOUCHERVILLE | Moores | NORTH AMERICAN (BOUCHERVILLE) CORP. AND | CREIT (BOUCHERVILLE) LIMITED PARTNERSHIP VP, LEGAL DEPT. 2851 JOHN STREET, SUITE 1 MARKHAM, ON L3R 5R7 | 582 CHEMIN DE LA TOURAINE BOUCHERVILLE, QC J4B 5E4 |
| 0001 | #0001 INNER HARBOR: LIGHT ST. | Jos. A. Bank | 100 Pratt St. Ventures, LLC | 100 East Pratt Street Suite 1200 Baltimore MD, 21202 United States | 100 E PRATT ST BALTIMORE, MD 21202 |
| 0007 | #0007 WOODMONT OFFICE CENTER | Jos. A. Bank | Rockville MD I SGF LLC | c/o Boyd Watterson Asset Management 905 16th Street NW, Suite 450 Washington DC, 20006 United States | 1401 ROCKVILLE PIKE STE 150 ROCKVILLE, MD 20852 |
| 0019 | #0019 1199 WILMETTE AVENUE | Jos. A. Bank | JEDAN PARTNERS | 2521 Gross Point Rd. Evanston IL, 60201 United States | 1199 WILMETTE AVE STE 1 WILMETTE, IL 60091 |
| 0050 | #0050 THE STRAND | Jos. A. Bank | 447 SPRINGFIELD ASSOC LLC | P.O. Box 745 Summit NJ, 07902 United States | 447 SPRINGFIELD AVE STE 2 SUMMIT, NJ 07901 |
| 0071 | #0071 CHESTNUT HILL | Jos. A. Bank | ACADIA CHESTNUT LLC | 411 Theodore Fremd Avenue Suite 300 Rye NY, 10580 United States | 8400 GERMANTOWN AVE STE 3 PHILADELPHIA, PA 19118 |

| Store ID | Store Name | Brand | Lease Counterparty | Lease Counterparty Address | Property Address |
|---|---|---|---|---|---|
| 0081 | #0081 THE AVENUES | Jos. A. Bank | JACKSONVILLE AVENUES LP | 225 West Washington Street Indianapolis IN, 46204-3438 United States | 10300 SOUTHSIDE BLVD STE 142 JACKSONVILLE, FL 32256 |
| 0084 | #0084 THE MARKETPLACE | Jos. A. Bank | TURNWOOD ASSOCIATES LLC | 113 Crossways Park Drive Woodbury NY, 11797-2016 United States | 8069 JERICHO TPKE WOODBURY, NY 11797 |
| 0101 | #0101 UNIVERSITY TOWN CENTER | Jos. A. Bank | SIPOC TIC | 7978 Cooper Creek Boulevard Suite #100 University Park FL, 34201 United States | 215 N CATTLEMEN RD STE 56 SARASOTA, FL 34243 |
| 0106 | #0106 POWELL STREET PLAZA | Jos. A. Bank | Regency Centers LP | C/O REGENCY CENTERS CORP ONE INDEPENDENT DRIVE, STE. 114 JACKSONSVILLE FL, 32202-5019 United States | 5755 CHRISTIE AVE EMERYVILLE, CA 94608 |
| 0108 | #0108 STONERIDGE MALL | Jos. A. Bank | STONERIDGE PROPERTIES LLC | c/o M.S. Management Associates Inc. 225 West Washington Street Indianapolis IN, 46204-3438 United States | 2511 STONERIDGE MALL RD PLEASANTON, CA 94588 |
| 0110 | #0110 DESTINY USA | Jos. A. Bank | DESTINY USA HOLDINGS, LLC | 4 Clinton Square The Clinton Exchange Syracuse NY, 13202-1078 United States | 306 HIAWATHA BLVD W STE L-206 SYRACUSE, NY 13204 |

| Store ID | Store Name | Brand | Lease Counterparty | Lease Counterparty Address | Property Address |
|---|---|---|---|---|---|
| 0324 | #0324 THE ROSEDALE CENTER | Jos. A. Bank | ROSEDALE CENTER | c/o Morgan Stanley Real Estate Advisor, Inc. 1585 Broadway, Floor 37 New York NY, 10036 United States | 805 ROSEDALE CTR STE 905 ROSEVILLE, MN 55113 |
| 0336 | #0336 RENAISSANCE PLACE | Jos. A. Bank | T Rennaissance IL, LLC | 16600 Dallas Parkway, Ste 300 Dallas TX, 75248 United States | 1850 2ND ST STE 100 HIGHLAND PARK, IL 60035 |
| 0348 | #0348 UNION STATION | Jos. A. Bank | UNION STATION INVESTCO LLC | 150 East 58th St., Penthouse New York NY, 10155 United States | 50 MASSACHUSETTS AVE NE WASHINGTON, DC 20002 |
| 0363 | #0363 LITTLETON | Jos. A. Bank | Aspen GRF2, LLC | 973 Lomas Santa Fe Drive Solana Beach CA, 92075 United States | 7301 S SANTA FE DR UNIT 728 LITTLETON, CO 80120 |
| 0397 | #0397 WALDEN GALERIA | Jos. A. Bank | PYRAMID WALDEN COMPANY LP | The Clinton Exchange Four Clinton Square Syracuse NY, 13202-1078 United States | 1 WALDEN GALLERIA SPC TH174 BUFFALO, NY 14225 |
| 0411 | #0411 SEVERNA PARK MARKET PLC | Jos. A. Bank | LPF Geneva Commons LLC | Severna Retail, Inc. 100 E. Pratt Street Baltimore MD, 21202 United States | 563 RITCHIE HWY 565 SEVERNA PARK, MD 21146 |
| 0422 | #0422 THE SHOPS AT BOCA CENTER | Jos. A. Bank | Boca Center at Military, LLC | c/o Barings LLC 180 Glastonbury Blvd, Suite 200 Glastonbury CT, 06033 United States | 5050 TOWN CENTER CIR STE 213 BOCA RATON, FL 33486 |

| Store ID | Store Name | Brand | Lease Counterparty | Lease Counterparty Address | Property Address |
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| 0423 | #0423 SARASOTA | Jos. A. Bank | SARASOTA SHOPPINGTOWN LLC | c/o Westfield LLC 2049 Century Park East 41st Floor Los Angeles CA, 90067 United States | 8201 S TAMIAMI TRL UNIT A32 SARASOTA, FL 34238 |
| 0433 | #0433 DULLES TOWN CENTER | Jos. A. Bank | DULLES TOWN CTR MALL LLC | C/O LERNER CORP 2000 TOWER OAKS BLVD FL 8 ROCKVILLE MD, 20852 United States | 21100 DULLES TOWN CIR STE 125 DULLES, VA 20166 |
| 0441 | #0441 CLYBOURN GALLERIA | Jos. A. Bank | WF Clybourn Galleria LLC | c/o Westwood Financial 5500 Greenville Ave., Suite 602 Dallas TX, 75206 United States | 1847 N CLYBOURN AVE CHICAGO, IL 60614 |
| 0445 | #0445 LINCOLN SQUARE | Jos. A. Bank | 555 11th St Owner LLC | c/o Rockrose Development Corp 15 East 26th Street, 7th FLoor New York NY, 10010 United States | 555 11TH ST NW WASHINGTON, DC 20004 |
| 0447 | #0447 MAIN STREET PROMENADE | Jos. A. Bank | RPAI Naperville Main, LLC | c/o RPAI US Management, LLC 2021 Spring Road, Suite 200 Oak Brook IL, 60523 United States | 55 S MAIN ST STE 1-C NAPERVILLE, IL 60540 |
| 0460 | #0460 THE GALLERIA | Jos. A. Bank | Keystone-Florida Property Holding Corp. | 2414 E. Sunrise Blvd. Fort Lauderdale FL, 33304 United States | 2434 E SUNRISE BLVD SPC Q3 FORT LAUDERDALE, FL 33304 |
| 0461 | #0461 THE SHOPS AT LAKE AVENUE | Jos. A. Bank | MGP X PROPERTIES, LLC. | 425 California Street 11th Floor San Francisco CA, 94104 United States | 345 S LAKE AVE STE 104 PASADENA, CA 91101 |

| Store ID | Store Name | Brand | Lease Counterparty | Lease Counterparty Address | Property Address |
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| 0471 | #0471 THE COVE THEATRE | Jos. A. Bank | MARSHALL M LITCHMANN & COMPANY | Litchmann & Company 1531 Pontius Avenue, Suite 100 Los Angeles CA, 90025 United States | 7730 GIRARD AVE STE 102<br>LA JOLLA, CA 92037 |
| 0476 | #0476 SHOPS @ HOUSTON CENTER | Jos. A. Bank | BSREP II Houston Office 4HC Owner LLC | 1200 Smith Street, Suite 1200 Houston TX, 77002 United States | 1200 MCKINNEY ST STE 105<br>HOUSTON, TX 77010 |
| 0483 | #0483 THE FORUM | Jos. A. Bank | TIAA-CREF | T-C Forum at Carlsbad LLC 730 3rd Avenue, 14th Floor New York NY, 10017 United States | 1923 CALLE BARCELONA STE 139<br>CARLSBAD, CA 92009 |
| 0487 | #0487 WESTFIELD FASHION SQUARE | Jos. A. Bank | SHERMAN OAKS FASHION ASSOCIATES, LP | 2049 Century Park East 41st Floor Los Angeles CA, 90067 United States | 14006 RIVERSIDE DR STE 62<br>SHERMAN OAKS, CA 91423 |
| 0492 | #0492 WESTFIELD OAKRIDGE MALL | Jos. A. Bank | OAKRIDGE MALL LLC | C/O WESTFIELD, LLC 2049 CENTURY PARK EAST, 41ST FLR LOS ANGELES CA, 90067 United States | 925 BLOSSOM HILL RD STE 1509<br>SAN JOSE, CA 95123 |
| 0494 | #0494 ALGONQUIN COMMONS | Jos. A. Bank | MATTHEW MASON AS RECEIVER | MATTHEW MASON AS RECEIVER ALGONQUIN COMMONS - 320 N MAIN STREET, SUITE 200 ANN ARBOR MI, 48104 United States | 2200 S RANDALL RD<br>ALGONQUIN, IL 60102 |

| Store ID | Store Name | Brand | Lease Counterparty | Lease Counterparty Address | Property Address |
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| 0499 | #0499 VICTORIA GARDENS | Jos. A. Bank | RANCHO MALL, LLC | c/o Brookfield Properties 350 North Orleans St., Suite 300 Chicago IL, 60654 United States | 12447 S MAINSTREET RANCHO CUCAMONGA, CA 91739 |
| 0500 | #0500 WASHINGTONIAN CENTER IV | Jos. A. Bank | WASHINGTONIAN LAKE LLC | 12500 Fair Lakes Circle Suite 400 Fairfax VA, 22033 United States | 201 BOARDWALK PL GAITHERSBURG, MD 20878 |
| 0505 | #0505 208 EAST THIRD AVENUE | Jos. A. Bank | EAST THIRD PROPERTIES | 311 SOUTH ELLSWORTH SAN MATEO CA, 94401 United States | 208 E 3RD AVE SAN MATEO, CA 94401 |
| 0515 | #0515 CANTON | Jos. A. Bank | W/S PEAK CANTON PROP LLC | c/o WS Asset Management, Inc. 33 Boylston Street, Suite 3000 Chestnut Hill MA, 02467 United States | 110 ALBANY TPKE STE 505 CANTON, CT 06019 |
| 0538 | #0538 SOUTHBURY GREEN S/C | Jos. A. Bank | Regency Centers LP | Attn: Property Management 28 Church Lane, Floor 2 Westport CT, 06880 United States | 775 MAIN ST S STE 25 SOUTHBURY, CT 06488 |
| 0541 | #0541 EAGLEWOOD SHOPS | Jos. A. Bank | Linear Retail North Andover #1 LLC | 5 Burlington Woods Drive Suite 107 Burlington MA, 01803 United States | 111 TURNPIKE ST SPC 6RT NORTH ANDOVER, MA 01845 |
| 0559 | #0559 AVENUE@CARRIAGE CROSSING | Jos. A. Bank | G&I VII RETAIL CARRIAGE LLC | 220 East 42nd Street 27th Floor New York NY, 10017 United States | 4610 MERCHANTS PARK CIR STE 561 COLLIERVILLE, TN 38017 |

| Store ID | Store Name | Brand | Lease Counterparty | Lease Counterparty Address | Property Address |
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| 0560 | #0560 ATLANTA | Jos. A. Bank | Morgan Stanley Real Estate Investing | 3424 Peachtree Road NE 9th Floor Atlanta GA, 30326 United States | 265 18TH ST NW STE 4180 ATLANTA, GA 30363 |
| 0571 | #0571 270 UNIVERSITY AVENUE | Jos. A. Bank | JAMES M. PATRICK | 611 Mission Street San Francisco CA, 94105 United States | 270 UNIVERSITY AVE PALO ALTO, CA 94301 |
| 0572 | #0572 390 SUTTER ST. | Jos. A. Bank | City of San Francisco | San Francisco MTA 1 South Van Ness Avenue, 8th Floor San Francisco CA, 94103 United States | 390 SUTTER ST SAN FRANCISCO, CA 94108 |
| 0579 | #0579 SHOPS AT CHAMBERS | Jos. A. Bank | ARNOT ASSOCIATES II LLC | 230 Colonial Drive Horseheads NY, 14845 United States | 3345 CHAMBERS RD STE 10 HORSEHEADS, NY 14845 |
| 0592 | #0592 150 W. MAIN ST. | Jos. A. Bank | BARGER & BENSO, LLC | c/o Michael J. Gallo 2181 Northampton Drive San Jose CA, 95124 United States | 150 W MAIN ST LOS GATOS, CA 95030 |
| 0612 | #0612 PERIMETER PLACE | Jos. A. Bank | CT020 PERIMETER LLC | c/o Consolidated-Tomoka Land Co. 1140 N. Williamson Blvd. Ste 140 Daytona Beach FL, 32114 United States | 4500 OLDE PERIMETER WAY STE 100 # 1200 ATLANTA, GA 30346 |
| 0644 | #0644 THE MARKET @ RIVER RANCH | Jos. A. Bank | RIVER RANCH PROPERTIES LLC | 1100 Camilla Boulevard #201 Lafayette LA, 70508 United States | 1900 KALISTE SALOOM RD STE 200 LAFAYETTE, LA 70508 |

| Store ID | Store Name | Brand | Lease Counterparty | Lease Counterparty Address | Property Address |
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| 0645 | #0645 THE FORUM AT SONCY | Jos. A. Bank | Amarillo FAS 2016, LLC | c/o GRACO Real Estate Development, Inc. 5307 W Loop 289, Ste 302 Lubbock TX, 79414 United States | 3350 S SONCY RD STE 108 AMARILLO, TX 79124 |
| 0649 | #0649 LINCOLNSHIRE COMMONS | Jos. A. Bank | Lincolnshire Propco, LLC | c/o Next Property Management, Inc. 5215 Old Orchard Rd., Ste 880 Skokie IL, 60077 United States | 970A MILWAUKEE AVE LINCOLNSHIRE, IL 60069 |
| 0673 | #0673 THE SHOPS AT ROSSMOOR | Jos. A. Bank | CPT SHOPS AT ROSSMOOR, LLC | c/o Vestar 12201 Seal Beach Blvd., Suite C Seal Beach CA, 90740 United States | 12221 SEAL BEACH BLVD SEAL BEACH, CA 90740 |
| 0676 | #0676 AVENUES @ MURFREESBORO | Jos. A. Bank | HINES GLOBAL REIT 2615 MED CENTER PARKWAY LLC | c/o DHA Asset Management, LLC 620 Park Plaza Drive Owensboro KY, 42301 United States | 2615 MEDICAL CENTER PKWY STE 2090 MURFREESBORO, TN 37129 |
| 0697 | #0697 PLAZA EL-SEGUNDO | Jos. A. Bank | PES PARTNERS LLC | C/O STREET RETAIL, INC. 1626 EAST JEFFERSON STREET ROCKVILLE MD, 20852 United States | 740 S ALLIED WAY STE A EL SEGUNDO, CA 90245 |
| 0798 | #0798 COS COB PLAZA | Jos. A. Bank | UB GREENWICH I, LLC | C/O URSTADT BIDDLE PROPERTIES INC. 321 RAILROAD AVENUE GREENWICH CT, 06830 United States | 409 E PUTNAM AVE COS COB, CT 06807 |

| Store ID | Store Name | Brand | Lease Counterparty | Lease Counterparty Address | Property Address |
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| 0820 | #0820 CITIGROUP CENTER | Jos. A. Bank | KBSIII 500 WEST MADISON, LLC. | c/o Transwestern Commercial Services 500 West Madison, Suite 300 Chicago IL, 60661 United States | 500 W MADISON ST LBBY 1 CHICAGO, IL 60661 |
| 0841 | #0841 36 E MAIN STREET | Jos. A. Bank | EK MT. KISCO LLC | 3 WEST 57TH ST 7TH FL NEW YORK NY, 10019 United States | 36 E MAIN ST MOUNT KISCO, NY 10549 |
| 0848 | #0848 MANHATTAN FINANCIAL BLDG | Jos. A. Bank | TRINITY CENTRE LLC | C/O CAPITAL PROPERTIES 115 BROADWAY, SUITE 301 NEW YORK NY, 10006 United States | 111 BROADWAY LBBY B NEW YORK, NY 10006 |
| 0867 | #0867 MIRACLE MILE | Jos. A. Bank | TRUSTS UNDER THE WILL OF | 6705 Red Road Suite 608 Coral Gables FL, 33143 United States | 336 MIRACLE MILE CORAL GABLES, FL 33134 |
| 0896 | #0896 WASHINGTON SQUARE MALL | Jos. A. Bank | PPR WASHINGTON SQUARE LLC | 9585 South West Washington Square Road Tigard OR, 97223 United States | 9611 SW WASHINGTON SQUARE RD PORTLAND, OR 97223 |
| 0944 | #0944 STONY BROOK VILLAGE CTR | Jos. A. Bank | EAGLE REALTY HOLDINGS, INC. | P.O. Box 572 Stony Brook NY, 11790 United States | 97 MAIN ST STE K STONY BROOK, NY 11790 |
| 0951 | #0951 SOUTH SHORE PLACE | Jos. A. Bank | Bierbrier South Shore Place Braintree LLC | c/o Bierbrier Development, In.c 420 Bedford Street Lexington MA, 02420 United States | 30 FORBES RD STE I BRAINTREE, MA 02184 |

| Store ID | Store Name | Brand | Lease Counterparty | Lease Counterparty Address | Property Address |
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| 0963 | #0963 240 ANDOVER STREET | Jos. A. Bank | CEA Peabody, LLC | 1105 Massachusetts Avenue, Suite 2F Cambridge MA, 02138 United States | 240 ANDOVER ST PEABODY, MA 01960 |
| 0970 | #0970 MARKET STREET@LYNNFIELD | Jos. A. Bank | MARKET STREET RETAIL SOUTH LLC | 33 Boylston Street, Suite 3000 Attn: Lease Compliance Chestnut Hill MA, 02467 United States | 320 MARKET ST LYNNFIELD, MA 01940 |
| 0974 | #0974 THE SHOPS AT NANUET | Jos. A. Bank | THE RETAIL PROPERTY TRUST | c/o M.S. Management Associates Inc. 225 West Washington Street Indianapolis IN, 46204-3438 United States | 8137 FASHION DR NANUET, NY 10954 |
| 0981 | #0981 DISTRICT AT O STREET | Jos. A. Bank | GKT O Street Center LLC | c/o TKG Management 211 N. Stadium Blvd. Suite 201 Columbia MO, 65203 United States | 6005 O ST STE H LINCOLN, NE 68510 |
| 0983 | #0983 1403 NORTH MAIN STREET | Jos. A. Bank | SILVEIRA BUILDING | 1071 Winton Drive Walnut Creek CA, 94598-1530 United States | 1403 N MAIN ST WALNUT CREEK, CA 94596 |
| 0992 | #0992 NEELSVILLE VILLAGE | Jos. A. Bank | NEELSVILLE (E&A), LLC | 1221 Main Street Suite 1000 Columbia SC, 29201 United States | 20936 FREDERICK RD GERMANTOWN, MD 20876 |
| 0054 | #0054 GATINEAU, QC | Moores | CENTRES COMMERCIAUX GATINEAU LIMITEE | RIOCAN YONGE EGLINTON CENTRE 2300 YONGE STREET, SUITE 500<br><br>TORONTO, ON M4P 1E4 | 81 BOULEVARD DE LA GAPPE GATINEAU, QC J8T 0B5 |

| Store ID | Store Name | Brand | Lease Counterparty | Lease Counterparty Address | Property Address |
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| 0101 | #0101 HULL, QC | Moores | CREIT MANAGEMENT L.P. | 1010 SHERBROOKE OUEST<br>SUITE #300<br>Montreal, QC H3A 2R7 | 55 BOULEVARD DU PLATEAU<br>GATINEAU, QC J9A 3G1 |
| 1113 | #1113 WESTHEIMER | Men's Wearhouse | WRI Retail Pool I, L.P. | Attn: General Counsel<br>2600 Citadel Plaza Dr.<br>Suite 125<br>Houston, TX 77008 | 11081 WESTHEIMER RD STE A<br>HOUSTON, TX 77042 |
| 1235 | #1235 PLANO, TX | Men's Wearhouse | West Preston Park Partners, Ltd. | Dalsan Prop Inc. - Robert Nash<br>2001 Preston Road<br>Plano, TX 75093 | 2401 PRESTON RD<br>PLANO, TX 75093 |
| 1501 | #1501 COLLIERVILLE | Men's Wearhouse | Bonanza, Inc. | 3500 N Rock Rd Bldg. 1000<br><br>Wichita, KS 67226 | 10210 COLLIERVILLE RD STE 101<br>COLLIERVILLE, TN 38017 |
| 1698 | #1698 LENEXA KANSAS | Men's Wearhouse and Tux | David's Bridal Inc. | Bill Engelbrecht<br>1001 Washington Street<br>Conshohocken, PA 19428 | 9320 MARSHALL DR<br>LENEXA, KS 66215 |
| 2158 | #2158 GREENBRAE, CA | Men's Wearhouse | Larkspur Real Estate Partnership I | c/o Rawson, Blum & Leon<br>505 Sansome Street, Suite 900<br>San Francisco, CA 94111 | 2048 REDWOOD HWY<br>GREENBRAE, CA 94904 |

| Store ID | Store Name | Brand | Lease Counterparty | Lease Counterparty Address | Property Address |
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| 2183 | #2183 WOODSIDE CENTRAL | Men's Wearhouse | Regency Centers, LP | c/o Regency Centers Corp / Attn: Lease Admin<br>One Independent Drive, Suite 114<br>Jacksonville, FL 32202 | 2505 EL CAMINO REAL<br>REDWOOD CITY, CA 94061 |
| 2696 | #2696 BEAVERTON | Men's Wearhouse | CTC Beaverton, LLC | c/o C&R Real Estate Services / Canyon Town Center<br>9400 SW Barnes Road, Suite 400<br>Portland, OR 97225 | 11915 SW CANYON RD STE A<br>BEAVERTON, OR 97005-2151 |
| 2721 | #2721 THE ARBOR | Men's Wearhouse | Orchard Lake Forest CA, LP | c/o Schottenstein / Attn: Executive VP, Leasing<br>4300 E. Fifth Avenue<br>Columbus, OH 43219 | 23700 EL TORO RD STE A<br>LAKE FOREST, CA 92630 |
| 2732 | #2732 WESTFIELD WEST COVINA | Men's Wearhouse | SRP Property Management, LLC | Attn: Starwood - Lease Coordination<br>1 E. Wacker Drive, Suite 3700<br>Chicago, IL 60601 | 1420 PLAZA DRIVE<br>WEST COVINA, CA 91790 |
| 2773 | #2773 CITRUS PLAZA | Men's Wearhouse and Tux | Redlands Joint Venture LLC | 13191 Crossroads Parkway<br>6th Floor<br>City of Industry, CA 91746-3497 | 27530 W LUGONIA AVE # B7<br>REDLANDS, CA 92374 |

| Store ID | Store Name | Brand | Lease Counterparty | Lease Counterparty Address | Property Address |
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| 3280 | #3280 EASTRIDGE MALL | Men's Wearhouse and Tux | Eastridge LP | c/o Security Square Mall Mgt. Office<br>6901 Security Blvd.<br>Baltimore, MD 21244 | 246 N NEW HOPE RD<br>GASTONIA, NC 28054 |
| 3288 | #3288 CRABTREE VALLEY MALL | Men's Wearhouse and Tux | Pacific CVM Management, LLC | Attention: Michael Morgan<br>c/o Pacific Retail Capital Partners<br>100 N Pacific Coast Highway, Suite 1925<br>El Segundo, CA 90245 | 4325 GLENWOOD AVE # 239<br>RALEIGH, NC 27612 |
| 3289 | #3289 CAPITAL COMMONS | Men's Wearhouse and Tux | SCG X-Capital Commons, LLC | c/o South Coast Group X, LLC<br>Post Office Box 724498<br>Atlanta, GA 31139 | 4229 LOUISBURG RD STE 131<br>RALEIGH, NC 27604 |
| 3364 | #3364 PADDOCK MALL | Men's Wearhouse and Tux | Paddock Mall, LLC | c/o Washington Prime Group Inc./ Attn: Gen Counsel<br>180 East Broad Street<br>Columbus, OH 43215 | 3100 SW COLLEGE RD STE 328<br>OCALA, FL 34474 |
| 3366 | #3366 CROSS COUNTY PLAZA | Men's Wearhouse and Tux | Cross County Owner, LLC | c/o Madison Properties<br>3611 14th Ave Suite 420<br>Brooklyn, NY 11218 | 4256 OKEECHOBEE BLVD<br>WEST PALM BEACH, FL 33409 |

| Store ID | Store Name | Brand | Lease Counterparty | Lease Counterparty Address | Property Address |
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| 3367 | #3367 SAWGRASS MILLS: OUT BLDG | Men's Wearhouse and Tux | David's Bridal, Inc. | Bill Engelbrecht<br>1001 Washington Street<br>Conshohocken, PA 19428 | 12605A W SUNRISE BLVD<br>SUNRISE, FL 33323 |
| 3517 | #3517 TOWSON MALL | Men's Wearhouse | TOWSON TC, LLC | Attn: Law/Lease Admin Dept.<br>350 N. Orleans St., Suite 300<br>Chicago, IL 60654-1607 | 825 DULANEY VALLEY RD STE 4340<br>TOWSON, MD 21204 |
| 3578 | #3578 DAVID'S @ BROAD STREET | Men's Wearhouse and Tux | David's Bridal Inc. | Bill Engelbrecht<br>1001 Washington Street<br>Conshohocken, PA 19428 | 9101 W BROAD ST<br>RICHMOND, VA 23294 |
| 4597 | #4597 ROBINSON STATION | Men's Wearhouse and Tux | Robinson Station, L.P. | Pamela S. Tomay<br>1702 Lincoln Way<br>White Oak, PA 15131 | 6521 ROBINSON CENTER DR<br>PITTSBURGH, PA 15205 |
| 4665 | #4665 OAK LAWN | Men's Wearhouse and Tux | Oak Lawn Associates, LLC | Harry Major<br>155 N. Michigan Ave<br>Suite 567<br>Chicago, IL 60601 | 4954 W 95TH ST<br>OAK LAWN, IL 60453 |
| 4673 | #4673 EDENS PLAZA | Men's Wearhouse and Tux | TCB-Edens, LLC | Attn: Derrick E. McGavic<br>c/o Newport Capital Partners<br>353 N. Clark Street, Suite 3625<br>Chicago, IL 60654 | 3232 LAKE AVE STE 190<br>WILMETTE, IL 60091 |

| Store ID | Store Name | Brand | Lease Counterparty | Lease Counterparty Address | Property Address |
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| 4795 | #4795 KENTUCKY OAKS MALL | Men's Wearhouse and Tux | Kentucky Oaks Mall Company | c/o Cafaro / Attn: Legal Department<br>5577 Youngstown-Warren Road<br>Niles, OH 44446 | 5101 HINKLEVILLE RD STE 530<br>PADUCAH, KY 42001 |
| 5102 | #5102 CAMBRIDGE SIDE GALLERIA | Men's Wearhouse | Cambridgeside Galleria Associates Trust | UBS Realty Investors LLC<br>10 State House Square, 2nd Floor<br>Hartford, CT 06103 | 100 CAMBRIDGESIDE PL SPC W225<br>CAMBRIDGE, MA 02141 |
| 5111 | #5111 BOSTON, MA (BOYLSTON ST) | Men's Wearhouse | 376 Boylston Street Realty LLC | Attn: Hicham Ali Hassan<br>218 Newbury Street, Ste. 3R<br>Boston, MA 02116 | 376 BOYLSTON ST.<br>BOSTON, MA 02116 |
| 5125 | #5125 NEWTON, MA | Men's Wearhouse | NORTHLAND 215 STREET LLC | Attn: Commericial Prop Mgmt<br>C/O Northland Investment Corp<br>2150 Washington Street<br>Newton, MA 02462 | 215 NEEDHAM ST<br>NEWTON, MA 02464 |
| 5128 | #5128 UNIVERSITY STATION | Men's Wearhouse | SVF University Westwood, LLC. | c/o American Realty Advisors / Stanley L. Iezman<br>801 North Brand Boulevard, Suite 800<br>Glendale, CA 91203 | 215 UNIVERSITY AVE<br>WESTWOOD, MA 02090 |

| Store ID | Store Name | Brand | Lease Counterparty | Lease Counterparty Address | Property Address |
|---|---|---|---|---|---|
| 5160 | #5160 WARWICK RI | Men's Wearhouse and Tux | Silva Brothers Realty LLC | Attn: Louis Silva, Member<br>88 Valentine Circle<br>Warwick, RI 02886 | 685 BALD HILL RD<br>WARWICK, RI 02886 |
| 5185 | #5185 WORCESTER | Men's Wearhouse and Tux | Sakhat Realty LLC | George N. Sakhat, Manager<br>256-258 Park Avenue<br>Worcester, MA 01609 | 424 BELMONT ST<br>WORCESTER, MA 01604 |
| 5226 | #5226 UPLAND SQUARE | Men's Wearhouse | Paramount Newco Realty LLC | Beth Drew-Fitch<br>1195 Route 70, Suite 2000<br>Lakewood, NJ 08701 | 245 UPLAND SQ DR<br>STOWE, PA 19464 |
| 5427 | #5427 NEW YORK, NY | Men's Wearhouse | Fraydun Realty Co. | c/o Manocherian Bros. / Alan Manocherian<br>150 East 58th Street, 28th Floor<br>New York, NY 10155-2899 | 1219 3RD AVE<br>NEW YORK, NY 10021 |
| 5443 | #5443 WESTPORT, CT | Men's Wearhouse | EWKAI 950 Post Road East LLC | c/o Earle W. Kazis Associates / Saphirstein<br>161 Avenue of the Americas<br>New York, NY 10013 | 950 POST RD E<br>WESTPORT, CT 06880 |

| Store ID | Store Name | Brand | Lease Counterparty | Lease Counterparty Address | Property Address |
|---|---|---|---|---|---|
| 5472 | #5472 NEW YORK, NY | Men's Wearhouse | VNO ONE PARK LLC | Vomado Realty Trust, Attn: David Greenbaum, 888 Seventh Avenue New York, NY 10106 | 1 PARK AVE NEW YORK, NY 10016 |
| 5474 | #5474 JEFFERSON VALLEY MALL | Men's Wearhouse and Tux | Mall at Jefferson Valley, LLC | c/o Washington Prime Group Inc. 111 Monument Circle, Ste 3500 Indianapolis, IN 46204 | 650 LEE BLVD STE J03A YORKTOWN HEIGHTS, NY 10598 |

**IN THE UNITED STATES BANKRUPTCY COURT**
**SOUTHERN DISTRICT OF TEXAS**
**HOUSTON DIVISION**

| | | |
|---|---|---|
| In re: | ) | Chapter 11 |
| | ) | |
| TAILORED BRANDS, INC., *et al.*,[1] | ) | Case No. 20-33900 (MI) |
| | ) | |
| Debtors. | ) | (Jointly Administered) |
| | ) | |
| | | **Relates to Doc. 12** |

**DEBTORS' AMENDED MOTION SEEKING ENTRY OF AN ORDER (I) AUTHORIZING AND APPROVING PROCEDURES TO REJECT, ASSUME, OR ASSUME AND ASSIGN EXECUTORY CONTRACTS AND UNEXPIRED LEASES AND (II) GRANTING RELATED RELIEF**

**THIS MOTION SEEKS AN ORDER THAT MAY ADVERSELY AFFECT YOU. IF YOU OPPOSE THE MOTION, YOU SHOULD IMMEDIATELY CONTACT THE MOVING PARTY TO RESOLVE THE DISPUTE. IF YOU AND THE MOVING PARTY CANNOT AGREE, YOU MUST FILE A RESPONSE AND SEND A COPY TO THE MOVING PARTY. YOU MUST FILE AND SERVE YOUR RESPONSE WITHIN 21 DAYS OF THE DATE THIS WAS SERVED ON YOU. YOUR RESPONSE MUST STATE WHY THE MOTION SHOULD NOT BE GRANTED. IF YOU DO NOT FILE A TIMELY RESPONSE, THE RELIEF MAY BE GRANTED WITHOUT FURTHER NOTICE TO YOU. IF YOU OPPOSE THE MOTION AND HAVE NOT REACHED AN AGREEMENT, YOU MUST ATTEND THE HEARING. UNLESS THE PARTIES AGREE OTHERWISE, THE COURT MAY CONSIDER EVIDENCE AT THE HEARING AND MAY DECIDE THE MOTION AT THE HEARING.**

**REPRESENTED PARTIES SHOULD ACT THROUGH THEIR ATTORNEY.**

The above-captioned debtors and debtors in possession (collectively, the "Debtors")[2] state as follows in support of this motion (this "Motion"):

[1] A complete list of each of the Debtors in these chapter 11 cases may be obtained on the website of the Debtors' proposed claims and noticing agent at http://cases.primeclerk.com/TailoredBrands. The location of the Debtors' service address in these chapter 11 cases is: 6100 Stevenson Boulevard, Fremont, California 94538.

[2] A detailed description of the Debtors and their business, and the facts and circumstances supporting the Debtors' chapter 11 cases, are set forth in greater detail in the *Declaration of Holly Etlin, Chief Restructuring Officer of Tailored Brands, Inc., in Support of Chapter 11 Petitions and First Day Motions* (the "First Day Declaration"), filed contemporaneously with the Debtors' voluntary petitions for relief filed under chapter 11 of title 11 of the United States Code (the "Bankruptcy Code"), on August 2, 2020 (the "Petition Date"). Capitalized terms used but not otherwise defined in this Motion shall have the meanings given to them in the First Day Declaration.

## Relief Requested

1. The Debtors seek entry of an order, substantially in the form attached hereto (the "Order"): (a) authorizing and approving procedures for rejecting or assuming or assuming and assigning executory contracts and unexpired leases (collectively, the "Contracts"); and (b) granting related relief. The Debtors also request authority, but not direction, to remove or abandon personal property of the Debtors, including, without limitation, equipment, fixtures, furniture, and other personal property that may be located on, or have been installed in, leased premises that are rejected after the effective date of any proposed rejection.

## Jurisdiction and Venue

2. The United States Bankruptcy Court for the Southern District of Texas (the "Court") has jurisdiction over this matter pursuant to 28 U.S.C. § 1334. This is a core proceeding pursuant to 28 U.S.C. § 157(b). The Debtors confirm their consent, pursuant to rule 7008 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules"), to the entry of a final order by the Court.

3. Venue is proper pursuant to 28 U.S.C. §§ 1408 and 1409.

4. The bases for the relief requested herein are sections 105(a), 363, 365, and 554 of the Bankruptcy Code, Bankruptcy Rules 2002, 6004, 6006, and 6007, and rules 2002-1(a)(2) and 9013-1(b) of the Bankruptcy Local Rules for the Southern District of Texas (the "Bankruptcy Local Rules").

## Background

5. The Debtors are a leading specialty retailer of men's tailored clothing and the largest men's formalwear provider in the United States and Canada. The Debtors operate approximately 1,400 stores throughout the United States and Canada through an omni-channel network of five retail brands (Men's Wearhouse, Men's Wearhouse and Tux, Jos. A. Bank, K&G,

and Moores). As of the Petition Date, the Debtors operate 1,274 stores across the United States and 125 stores in Canada. The Debtors also maintain a substantial online presence.

6. On the Petition Date, each of the Debtors filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code. The Debtors have also filed a motion requesting joint administration of these chapter 11 cases pursuant to Bankruptcy Rule 1015(b). The Debtors are operating their business and managing their properties as debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code. No request for the appointment of a trustee or examiner has been made in these chapter 11 cases, and no official committees have been appointed or designated.

## **The Debtors' Executory Contracts and Unexpired Leases**

7. The Debtors are party to thousands of Contracts, which include agreements with vendors for the supply of goods and services, other contracts related to the Debtors' business, and leases with respect to real and personal property. Approximately 1,500 of these Contracts may be considered non-residential real property leases subject to section 365(d)(4) of the Bankruptcy Code, which provides that, absent agreement with the non-Debtor counterparty, such Contracts will be deemed rejected unless they are assumed, or assumed and assigned, within 120 days from the Petition Date.[3]

8. The Debtors are in the process of evaluating all of their Contracts to determine whether such Contracts should be (a) rejected as unfavorable to the Debtors or (b) assumed or assumed and assigned, including those Contracts to be assumed as amended through consensual negotiations with the relevant counterparties. On the Petition Date, the Debtors filed the *Debtors'*

3 The Debtors expect to file a separate motion seeking to extend the 120-day deadline in section 365(d)(4).

*Emergency Omnibus Motion Seeking Entry of an Order Authorizing (I) the Rejection of Certain Unexpired Leases and (II) Abandonment of Certain Personal Property, if any, Each Effective as of the Petition Date* (the "Lease Rejection Motion"),[4] which seeks authority to reject certain leases. During the pendency of these chapter 11 cases, the Debtors may, on a consensual or non-consensual basis, seek to assume, assume and assign, or reject any of the Contracts.

9. Absent the relief requested in this Motion, the Debtors would be required to file separate motions to reject, assume, or assume and assign each individual Contract, resulting in substantial costs to, and administrative burdens on, the Debtors' estates, in addition to the additional burden such an approach would place on the Court's docket.

10. For the reasons discussed above and as further set forth herein, the Debtors hereby request approval of the Contract Procedures (as defined herein) to minimize such costs and burdens.

## The Proposed Rejection Procedures

11. The Debtors seek entry of the Order authorizing and approving the following rejection procedures with respect to rejection of the Contracts (the "Rejection Procedures"):

a. ***Rejection Notice***. The Debtors shall file a notice substantially in the form annexed as Annex 1 to the Order (the "Rejection Notice"), to reject a Contract or Contracts pursuant to section 365 of the Bankruptcy Code, which Rejection Notice shall set forth, among other things: (i) the Contract or Contracts to be rejected; (ii) the Debtor or Debtors party to such Contract; (iii) the names and addresses of the counterparties to such Contracts (each a "Rejection Counterparty"); (iv) the proposed effective date of rejection for such Contracts, which, for non-residential real property leases, shall be the later of (a) the proposed effective date of the rejection for such Contract, or (b) if applicable, the date upon which the Debtors in writing (email sufficient) surrender the premises to the landlord and return the keys, key codes, or security codes, as applicable (the "Rejection Date"); (v) if any such Contract is a lease, the personal property to be abandoned

[4] These Contract Procedures, if approved, will not apply to the leases to be rejected pursuant to the Lease Rejection Motion but will apply to any subsequent lease rejections.

(the "Abandoned Property"), if any, and an estimate of the book value of such property, if practicable; and (vi) the deadlines and procedures for filing objections to the Rejection Notice (as set forth below). The Rejection Notice may list multiple Contracts, *provided* that the number of counterparties to Contracts listed on each Rejection Notice shall be limited to no more than 100.

b. ***Service of the Rejection Notice***. The Debtors will cause the Rejection Notice to be served by: (i) overnight delivery service upon the Rejection Counterparties affected by the Rejection Notice at the notice address provided in the applicable Contract (and upon such Rejection Counterparty's counsel, if known) at least five (5) days prior to the Rejection Date; and (ii) first class mail, email, or fax, upon (A) the United States Trustee for the Southern District of Texas; (B) counsel to the Prepetition ABL Agent and the DIP Agent; (C) counsel to the term lenders under the Debtors' prepetition term loan facility; (D) the holders of the 30 largest unsecured claims against the Debtors (on a consolidated basis); (E) the United States Attorney's Office for the Southern District of Texas; (F) the Internal Revenue Service; (G) the state attorneys general for all states in which the Debtors conduct business; and (H) any party that has requested notice pursuant to Bankruptcy Rule 2002 (collectively, the "Master Notice Parties").

c. ***Objection Procedures***. Parties objecting to a proposed rejection must file and serve a written objection[5] so that such objection is filed with the Court on the docket of the Debtors' chapter 11 cases and is ***actually received*** by the following parties (collectively, the "Objection Service Parties") no later than fourteen (14) days after the date the Debtors file and serve the relevant Rejection Notice (the "Rejection Objection Deadline"): (i) the Debtors, 6100 Stevenson Boulevard, Fremont, California 94538, Attn: A. Alexander Rhodes; (ii) proposed counsel to the Debtors, Kirkland & Ellis LLP, 601 Lexington Avenue, New York, New York 10022, Attn: Joshua A. Sussberg, P.C. and Aparna Yenamandra; (iii) proposed co-counsel to the Debtors, Jackson Walker LLP, 1401 McKinney, Suite 1900, Houston, Texas, 77010, Attn: Matthew D. Cavenaugh and Victoria Argeroplos; (iv) the United States Trustee, 515 Rusk, Suite 3516, Houston, Texas 77002, Attn: Hector Duran and Stephen Statham; (v) counsel to any statutory committee appointed in these chapter 11 cases; (vi) counsel to the Prepetition ABL Agent and the DIP Agent, (a) Morgan Lewis & Bockius LLP, One Federal Street, Boston, Massachusetts 02110, Attn: Matthew F. Furlong, Julia Frost-Davies and Christopher L. Carter, and (b) Winstead PC, 600 Travis Street, Suite 5200, Houston, Texas 77002, Attn: Sean Davis; (vii) counsel to the term lenders under the Debtors' prepetition term loan

[5] An objection to the rejection of a particular Contract listed on a Rejection Notice shall not constitute an objection to the rejection of any other Contract listed on such Rejection Notice.

facility, Gibson, Dunn & Crutcher LLP, 200 Park Avenue, New York, New York 10166, Attn: Scott J. Greenberg (sgreenberg@gibsondunn.com) and Jeremy D. Evans (jevans@gibsondunn.com); and (viii) counsel to the indenture trustee for The Men's Wearhouse, Inc. 7.00% Senior Notes due 2022, Emmett, Marvin & Martin LLP, 120 Broadway, 32 Floor, New York, New York 10271, Attn: Elizabeth M. Clark, Esq.

d. ***No Objection Timely Filed***. If no objection to the rejection of any Contract is timely filed, each Contract listed in the applicable Rejection Notice shall be rejected as of the applicable Rejection Date set forth in the Rejection Notice or such other date to which the Debtors and the applicable Rejection Counterparty agree; *provided* that the Rejection Date for a rejection of a lease of non-residential real property shall not occur until the later of (i) the Rejection Date set forth in the Rejection Notice and (ii) the date the Debtors relinquish control of the premises by notifying the affected landlord in writing of the Debtors' surrender of the premises and (A) turning over keys, key codes, and security codes, if any, to the affected landlord or (B) notifying the affected landlord in writing that the keys, key codes, and security codes, if any, are not available but the landlord may rekey the leased premises; *provided* that the Rejection Date for a lease of non-residential real property rejected pursuant to these Rejection Procedures shall not occur earlier than the date the Debtors filed and served the applicable Rejection Notice.

e. ***Unresolved Timely Objection***. If an objection to a Rejection Notice is timely filed and properly served as specified above and not withdrawn or resolved, the Debtors shall request the Court schedule a hearing on such objection and shall provide at least ten (10) days' notice of such hearing to the applicable Rejection Counterparty and the other Objection Service Parties. If such objection is overruled or withdrawn, such Contract shall be rejected as of the applicable Rejection Date set forth in the applicable Rejection Notice or such other date to which the Debtors and the applicable Rejection Counterparty have agreed or that is ordered by the Court. In the case of a rejection of a lease of non-residential real property, such rejection shall not occur until the later of (i) the Rejection Date set forth in the Rejection Notice, (ii) the date the Debtors relinquished control of the premises by notifying the affected landlord in writing of the Debtors' surrender of the premises and (A) turning over keys, key codes, and security codes, if any, to the affected landlord or (B) notifying the affected landlord in writing that the keys, key codes, and security codes, if any, are not available, but the landlord may rekey the leased premises, and (iii) such other date to which the Debtors and the applicable Rejection Counterparty have agreed or that is ordered by the Court; *provided* that the Rejection Date for a lease of non-residential real property rejected pursuant to these Rejection Procedures shall not occur earlier than the date the Debtors filed and served the applicable Rejection Notice.

f. ***Deposits***. If the Debtors have deposited monies with a Rejection Counterparty as a security deposit or other arrangement, such Rejection Counterparty may not set off or recoup or otherwise use such deposit without the prior approval of the Court, unless the Debtors and the applicable Rejection Counterparty otherwise agree.

g. ***Modifications to Rejection Notice***. The Debtors reserve the right to remove any Contract from a Rejection Notice at any time prior to the Rejection Date.

h. ***Abandoned Property***. The Debtors are authorized, but not directed, at any time on or before the applicable Rejection Date, to remove or abandon any of the Debtors' personal property that may be located on the Debtors' leased premises that pertain to a rejected Contract. The Debtors shall generally describe the property in the Rejection Notice and their intent to abandon such property. Absent a timely objection, any and all property located on the Debtors' leased premises on the Rejection Date of the applicable lease of non-residential real property shall be deemed abandoned pursuant to section 554 of the Bankruptcy Code, as is, effective as of the Rejection Date. Landlords may, in their sole discretion and without further notice or order of the Court, utilize and/or dispose of such Abandoned Property without liability to the Debtors or third parties and, to the extent applicable, the automatic stay is modified to allow such disposition.[6] The rights of the counterparty to each Contract to assert claims for the disposition of the Abandoned Property are reserved, as are all parties' rights to object to such claims.

i. ***Proofs of Claim***. Claims arising out of the rejection of Contracts, if any, must be filed on or before the later of (i) the deadline for filing proofs of claim established in these chapter 11 cases, if any, and (ii) thirty (30) days after the later of (A) the Rejection Objection Deadline, if no objection is filed, and (B) the date that all such filed objections have either been overruled or withdrawn. If no proof of claim is timely filed, such claimant shall be forever barred from asserting a claim for damages arising from the rejection and from participating in any distributions on such a claim that may be made in connection with these chapter 11 cases.

12. The Debtors also respectfully request a waiver of any contractual restrictions that could otherwise inhibit or prevent the Debtors from vacating the leased premises prior to a Rejection Date. In the case of a rejection of a lease of non-residential real property and prior to

6 If the Rejection Date specified on the Rejection Notice predated the removal of any property not otherwise generally described in the abandonment schedule to the Rejection Notice, the Rejection Date will not become effective until the date such property is removed from the premises.

the Rejection Date of such lease, the Debtors intend to vacate the leased premises and remove the Debtors' inventory from the premises (the "Inventory Drawback"). In certain cases, the contemplated inventory removal may be inconsistent with certain provisions of leases, subleases, or other documents with respect to the premises in which the Debtors operate, including, without limitation, reciprocal easement agreements, agreements containing covenants, conditions, and restrictions (including, without limitation, "go dark" provisions and landlord recapture rights), or other similar documents or provisions. Such restrictions would also hamper the Debtors' ability to maximize value in selling their inventory.

13. The Debtors also request that no entity, including, without limitation, utilities, Landlords, shopping center managers and personnel, creditors, and all persons acting for or on their behalf shall interfere with or otherwise impede the conduct of the Inventory Drawback or institute any action against the Debtors in any court (other than this Court) or before any administrative body that in any way directly or indirectly interferes with, obstructs, or otherwise impedes the Inventory Drawback.

**The Proposed Assumption Procedures**

14. The Debtors seek the entry of the Order authorizing and approving the following assumption procedures with respect to the assumption of Contracts (the "Assumption Procedures" and, together with the Rejection Procedures, the "Contract Procedures"):

a. ***Assumption Notice***. The Debtors shall file a notice, substantially in the form annexed as Annex 2 to the Order (the "Assumption Notice"), indicating the Debtors' intent to assume or assume and assign a Contract or Contracts pursuant to section 365 of the Bankruptcy Code, which shall set forth, among other things: (i) the Contract or Contracts to be assumed or assumed and assigned; (ii) the Debtor or Debtors party to such Contract; (iii) the names and addresses of the counterparties to such Contracts (each an "Assumption Counterparty"); (iv) the identity of the proposed assignee of such Contracts (the "Assignee"), if applicable; (v) the proposed effective date of the assumption for each such Contract (the "Assumption Date"); (vi) the proposed cure amount, if any, for each such Contract;

(vii) a description of any material amendments to the Contract made outside of the ordinary course of business; and (viii) the deadlines and procedures for filing objections to the Assumption Notice (as set forth below). The Assumption Notice may list multiple Contracts; *provided* that the number of counterparties to Contracts listed on each Assumption Notice shall be limited to no more than 100.

b. ***Service of the Assumption Notice and Evidence of Adequate Assurance***. The Debtors will cause the Assumption Notice to be served by (i) overnight delivery upon the Assumption Counterparties affected by the Assumption Notice and each Assignee, if applicable, at the address set forth in the notice provision of the applicable Contract (and upon the Assumption Counterparties' counsel, if known) and (ii) first class mail, email, or fax upon the Master Notice Parties. To the extent the Debtors seek to assume and assign a lease of non-residential real property, the Debtors will cause evidence of adequate assurance of future performance to be served with the Assumption Notice by overnight delivery upon the Assumption Counterparties affected by the Assumption Notice at the address set forth in the notice provision of the applicable Contract (and upon the Assumption Counterparties' counsel, if known, by electronic mail).[7]

c. ***Objection Procedures***. Parties objecting to a proposed assumption or assumption and assignment (including as to the cure amount), as applicable, of a Contract must file and serve a written objection[8] so that such objection is filed with the Court no later than fourteen (14) days after the date the Debtors file and serve the relevant Assumption Notice and promptly serve such objection on the Objection Service Parties.

d. ***No Objection***. If no objection to the assumption or assumption and assignment of any Contract is timely filed, each Contract shall be assumed or assumed and assigned as of the Assumption Date set forth in the applicable Assumption Notice or such other date as the Debtors and the applicable Assumption Counterparties agree, and the proposed cure amount shall be binding on all counterparties to such Contract, and no amount in excess thereof shall be paid for cure purposes; *provided* that the Assumption Date for a lease of non-residential real property shall not occur earlier than the date the Debtors filed and served the applicable Assumption Notice.

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[7] The Debtors shall serve (by electronic mail, if requested) a counterparty to a Contract other than a lease of non-residential real property to be assumed or assumed and assigned under the Contract Procedures with evidence of adequate assurance as soon as reasonably practicable upon such counterparty's written request to the Debtors' proposed counsel.

[8] An objection to the assumption or assumption and assignment of any particular Contract listed on an Assumption Notice shall not constitute an objection to the assumption and/or assignment of any other Contract listed on such Assumption Notice.

e. ***Unresolved Timely Objection***. If an objection to an Assumption Notice is timely filed and properly served as specified above and not withdrawn or resolved, the Debtors shall request the Court schedule a hearing on such objection and shall provide at least ten (10) days' notice of such hearing to the applicable Assumption Counterparty and the other Objection Service Parties. If such objection is overruled or withdrawn, such Contract shall be assumed or assumed and assigned as of the Assumption Date set forth in the Assumption Notice or such other date to which the Debtors and the counterparty to such Contract have agreed, or as ordered by the Court.

f. ***Modifications of Assumption Notice***. The Debtors reserve the right to remove any Contract from an Assumption Notice at any time prior to the Assumption Date (including, without limitation, upon the failure of any proposed assumption and assignment to close).

15. In addition, pursuant to sections 105(a) and 363(f) of the Bankruptcy Code, the Debtors request that the assignment of any Contract pursuant to the Assumption Procedures (a) be free and clear of (i) all liens (and any liens shall attach to the proceeds in the same order and priority subject to all existing defenses, claims, setoffs, and rights) and (ii) any and all claims (as that term is defined in section 101(5) of the Bankruptcy Code), obligations, demands, guaranties of or by the Debtors, debts, rights, contractual commitments, restrictions, interests, and matters of any kind and nature, whether arising prior to or subsequent to the commencement of these chapter 11 cases, and whether imposed by agreement, understanding, law, equity, or otherwise (including, without limitation, claims and encumbrances that purport to give to any party a right or option to effect any forfeiture, modification, or termination of the interest of any Debtor or Assignee, as the case may be, in the Contract(s) (but only in connection with the assignment by the Debtor to the Assignee)), *provided* that any such assignment shall not be free and clear of any accrued but unbilled or not due rent and charges under a lease of non-residential real property including adjustments, reconciliations, and indemnity obligations, liability which shall be assumed or assumed and assigned by the Debtors or the applicable Assignee, as agreed by and among the Debtors and the Applicable Assignee, and (b) constitutes a legal, valid, and effective transfer of

such Contracts and vests the applicable Assignee with all rights, titles, and interests to the applicable Contracts.[9] For the avoidance of doubt, all provisions of the applicable assigned Contract, including any provision limiting assignment, shall be binding on the applicable Assignee.

## Basis for Relief

### I. The Contract Procedures Are in the Best Interests of the Debtors' Estates.

16. Given the large number of Contracts to which the Debtors are a party, establishing the Contract Procedures will streamline the administration of these chapter 11 cases and enhance the efficiency of the reorganization process by eliminating substantial legal expenses that would otherwise be incurred if multiple hearings were held on separate motions with respect to every Contract that the Debtors seek to assume or reject. The Contract Procedures are reasonable and fair to Contract counterparties because they afford parties in interest the opportunity to be heard with respect to the rejection, assumption, or assumption and assignment of the Contracts (and any amendments to Contracts or abandonment of property related thereto).

### II. Rejection, Assumption, Assignment, and Amendment of the Contracts Is an Exercise of the Debtors' Business Judgment.

17. Section 365(a) of the Bankruptcy Code provides that a debtor in possession, "subject to the court's approval, may assume or reject any executory contract or unexpired lease of the debtor." 11 U.S.C. § 365(a). The ability to assume or reject executory contracts and unexpired leases is "vital to the basic purpose of a Chapter 11 reorganization, because rejection can release the debtor's estate from burdensome obligations that can impede a successful reorganization." *N.L.R.B. v. Bildisco and Bildisco*, 465 U.S. 513, 528 (1984). The decision to assume or reject an executory contract or unexpired lease is a matter within the "business

[9] Certain of the Contracts may contain provisions that restrict, prohibit, condition, or limit the assumption and/or assignment of such Contract. The Debtors reserve all rights with respect to the enforceability of such provisions.

judgment" of the debtor. *See, e.g.*, *Stewart Title Guar. Co. v. Old Republic Nat'l Title Ins. Co.*, 83 F.3d 735, 741 (5th Cir. 1996); *In re TransAmerica Nat'l Gas Corp.*, 79 B.R. 663, 667 (Bankr. S.D. Tex. 1987) (holding that section 365(a) is meant to relieve "the debtor of burdensome contracts in the exercise of its business judgment"). The business judgement standard mandates that a court approve a debtor's business decision unless the decision is the product of bad faith, whim, or caprice. *See Lubrizol Enters., Inc. v. Richmond Metal Finishes*, 756 F.2d 1043, 1047 (4th Cir. 1985), *cert, denied*, 475 U.S. 1057 (1986).

18. Courts generally will not second-guess a debtor's business judgment concerning the assumption or rejection of an executory contract or unexpired lease. Further, the business judgment standard is satisfied when a debtor determines that assumption or rejection will benefit "the estate." *See Richmond Leasing Co. v. Capital Bank, N.A.*, 762 F.2d 1303, 1309 (5th Cir. 1985) (holding that court approval of a debtor's decision to assume a lease should only be withheld if the debtor's judgment is clearly erroneous or speculative); *see also In re Pilgrim's Pride Corp.*, 403 B.R. 413, 426 (Bankr. N.D. Tex. 2009) ("The court must ensure the decision-making process used by a debtor in possession in exercising its powers under the [Bankruptcy] Code is a sensible one.").

19. As with the assumption or rejection of an executory contract or an unexpired lease under section 365, any amendment to an executory contract or unexpired lease that may be deemed outside the ordinary course of business is authorized under section 363 of the Bankruptcy Code when there is a "sound business purpose" that justifies such action. *See Institutional Creditors of Cont'l Air Lines, Inc. v. Cont'l Air Lines, Inc. (In re Cont'l Air Lines, Inc.)*, 780 F.2d 1223, 1226 (5th Cir. 1986) (adopting the "sound business judgment" test of *Lionel Corp.* and requiring "some articulated business justification for using, selling, or leasing the property outside the ordinary

course of business"); *see also In re 9 Houston LLC*, 578 B.R. 600, 610 (Bankr. S.D. Tex. 2017) (holding that, once a debtor has made a decision, it is protected by the business judgment rule).

20. The Debtors have determined, in their sound business judgment, that the rejection, assumption, or assumption and assignment (and any amendments thereto) of Contracts in accordance with the Contract Procedures proposed herein is and will be in the best interest of the Debtors' estates. Further, the Contract Procedures will avoid substantial legal expense and the use of Court time that would result if a motion were filed and a hearing held for every motion seeking the rejection, assumption, or assumption and assignment of Contracts. The information provided on the Rejection Notices and Assumption Notices will provide the Court and interested parties with sufficient information to establish that the Debtors are entitled to make such a rejection, assumption, or assumption and assignment (and any amendments thereto) in their sound business judgment. Accordingly, the Debtors respectfully request that the Court approve the Contract Procedures.

**III. The Debtors Should Be Permitted to Assign Contracts Free and Clear of Interests.**

21. Section 363(f) of the Bankruptcy Code permits a debtor to sell property free and clear of another party's interest in such property if: (a) applicable nonbankruptcy law permits a free and clear sale; (b) the holder of the interest consents; (c) the interest is a lien and the sale price of the property exceeds the value of all liens on the property; (d) the interest is in bona fide dispute; or (e) the holder of the interest could be compelled in a legal or equitable proceeding to accept a monetary satisfaction of its interest. 11 U.S.C. § 363(f).

22. Executory contracts and unexpired leases are property of a debtor's estate. To the extent the Debtors assume and assign a Contract pursuant to the Assumption Procedures, such assignment is tantamount to a sale of estate property and may be transferred free and clear of the interests in such property held by an entity other than the estate, so long as one of the criteria under

section 363(f) of the Bankruptcy Code is satisfied. The Debtors propose that if a party in interest fails to timely object to an assumption and assignment consistent with the Assumption Procedures, such party shall be deemed to "consent" to such assumption and assignment within the meaning of section 363(f)(2) of the Bankruptcy Code. If a party in interest timely objects to an assumption and assignment consistent with the Assumption Procedures, and such objection is not withdrawn or resolved, the Debtors shall request the Court set a hearing on same to consider the objection; if such objection is overruled or withdrawn, the Contract(s) in question shall be assumed. The requirements of section 363(f) of the Bankruptcy Code would thus be satisfied for any proposed "transfer" of a Contract free and clear of liens, claims, encumbrances, and other interests.

**IV. Abandonment of Personal Property Is in the Best Interests of the Debtors' Estates.**

23. With respect to the Debtors' request for authority to abandon property, the Debtors submit that the standard set forth in section 554(a) of the Bankruptcy Code is satisfied. Section 554(a) provides that a debtor in possession may abandon, subject to court approval, "property of the estate that . . . is of inconsequential value and benefit to the estate." 11 U.S.C. § 554(a). Before authorizing abandonment of property, a bankruptcy court must find either: (a) the property is burdensome to the estate; or (b) the property is both of inconsequential value and inconsequential benefit to the estate. *See, e.g.*, *Midlantic Nat'l Bank v. N.J. Dep't of Envtl. Prot.*, 474 U.S. 494, 497 (1986); *In re ATP Oil & Gas Corp.*, No. 12-36187, 2013 WL 3157567, at *2 (Bankr. S.D. Tex. June 19, 2013); *In re Am. Coastal Energy Inc.*, 399 B.R. 805, 810 (Bankr. S.D. Tex. 2009). The personal property proposed to be abandoned in connection with any future rejections of Contracts that are real property leases would primarily consist of fixtures, furniture, advertising displays, and other office and store equipment that could not be liquidated in the store closing sales and is (a) of minimal or no material value or benefit to the Debtors' estates

and/or (b) burdensome insofar as the costs and expenses of removal and storage of such property are likely to exceed the net proceeds realizable from their sale.

**V. The Court Should Waive Compliance with any Restriction in the Leases.**

24. Certain of the Debtors' leases governing the premises of the stores subject to a Rejection Notice may contain provisions purporting to restrict or prohibit the Debtors from vacating the premises in an efficient and timely manner. Such provisions have been held to be unenforceable in chapter 11 cases as they constitute an impermissible restraint on a debtor's ability to properly administer its reorganization case and maximize the value of its assets under section 363 of the Bankruptcy Code. *See Ames Dep't Stores*, 136 B.R. at 359 (deciding that enforcement of such lease restrictions would "contravene overriding federal policy requiring debtor to maximize estate assets. . . ."); *In re R. H. Macv and Co., Inc.*, 170 B.R. 69, 73–74 (Bankr. S.D.N.Y. 1994) (holding that the lessor could not recover damages for breach of a covenant to remain open throughout the lease term, because the debtor had a duty to maximize the value to the estate and the debtor fulfilled this obligation by closing the store); *In re Tobago Bay Trading Co.*, 112 B.R. 463, 467–68 (Bankr. N.D. Ga. 1990) (finding that a debtor's efforts to reorganize would be significantly impaired to the detriment of creditors if lease provisions prohibiting a debtor from liquidating its inventory were enforced).

25. To the extent that such provisions or restrictions exist in any of the leases of the stores subject to a Rejection Notice, the Debtors request that the Court authorize the Debtors to conduct the Inventory Drawback without reference to any such restrictive provisions or interference by any Landlords or other persons affected, directly or indirectly, by the Inventory Drawback.

## VI. The Contract Procedures Satisfy Due Process.

26. The Contract counterparties will not be prejudiced by the Contracts Procedures because, upon receipt of an Assumption Notice or a Rejection Notice, such counterparties will have received advance notice of the Debtors' intent to reject, assume, or assume and assign their respective Contract and of the effective date of such assumption or rejection. *See, e.g.*, *In re Nat'l Gypsum Co*., 208 F.3d 498, 512 (5th Cir. 2000) (finding that the requirements of the Bankruptcy Code "provide necessary safeguards to parties forced to maintain contractual relationships with a reorganizing debtor"); *In re Thane Int'l, Inc.*, 586 B.R. 540, 548 (Bankr. D. Del. 2018) (finding that the requirements of the Bankruptcy Code are meant to protect the interests of the non-debtor parties to executory contracts, so they may avoid having to deal with an assumption of which they had no notice and which they had no opportunity to contest); *In re Mid Region Petroleum, Inc.*, 111 B.R. 968, 970 (Bankr. N.D. Okla. 1990) (holding effective date of rejection of leases was the date the trustee gave notice to lessor of intent to reject); *In re Carlisle Homes, Inc.*, 103 B.R. 524, 535 (Bankr. D.N.J. 1988) (finding debtor may reject executory contract by clearly communicating intention to reject).

27. Additionally, in the case of unexpired leases of non-residential real property, the Debtors will likely vacate the premises before or upon serving the Rejection Notice, thereby allowing the counterparties to take possession of and relet the property promptly. *See, e.g.*, *Adelphia Bus. Solutions, Inc. v. Abnos*, 482 F.3d 602, 608–09 (2d Cir. 2007) (holding bankruptcy court did not abuse its discretion in finding balance of equities favored making rejection of a non-residential lease of real property retroactive to date tenant vacated premises, as tenant's action provided landlord with opportunity to relet premises); *In re Cafeteria Operators, L.P.*, 299 B.R. 384, 394 (Bankr. N.D. Tex. 2003) (granting retroactive relief for contract rejection where debtors were "receiving no benefit" from the lease and the contract counterparties "had

unequivocal notice of Debtors' intent to reject [the contracts]"); *In re O'Neil Theatres, Inc.*, 257 B.R. 806, 808 (Bankr. E.D. La. 2000) (granting retroactive relief based on the circumstances of the case); *In re Amber's Stores*, 193 B.R. 819, 827 (Bankr. N.D. Tex. 1996) (holding that lease at issue should be deemed rejected as of the petition date due to equities of the case where debtor turned over keys and vacated premises and served motion to reject lease as soon as possible); *see also In re Joseph C. Spiess Co.*, 145 B.R. 597, 606 (Bankr. N.D. Ill. 1992) ("[A] trustee's rejection of a lease should be retroactive to the date that the trustee takes affirmative steps to reject said lease.").

28. As a procedural matter, "[a] proceeding to assume, reject, or assign an executory contract or unexpired lease . . . is governed by Rule 9014." Bankruptcy Rule 6006(a). Bankruptcy Rule 9014 provides that: "In a contested matter . . . , not otherwise governed by these rules, relief shall be requested by motion, and reasonable notice and opportunity for hearing shall be afforded the party against whom relief is sought." Bankruptcy Rule 9014(a). The notice and hearing requirements for contested matters under Bankruptcy Rule 9014 are satisfied if appropriate notice and an opportunity for hearing are given *in light of the particular circumstances*. *See* 11 U.S.C. § 102(1)(A) (defining "after notice and a hearing" or a similar phrase to mean such notice and an opportunity for hearing "as [are] appropriate in the particular circumstances").

29. Under Bankruptcy Rule 6006(f), a debtor may join requests for authority to assume or reject multiple executory contracts or unexpired leases in one motion, subject to Bankruptcy Rule 6006(e). Bankruptcy Rule 6006(f) sets forth six requirements that motions to assume or reject multiple executory contracts or unexpired leases must satisfy. These requirements are procedural in nature. A motion to assume or reject multiple executory contracts or unexpired leases that are not between the same parties shall:

i. state in a conspicuous place that parties receiving the omnibus motion should locate their names and their contracts or leases listed in the motion;

ii. list parties alphabetically and identify the corresponding contract or lease;

iii. specify the terms, including the curing of defaults, for each requested assumption or assignment;

iv. specify the terms, including the identity of each assignee and the adequate assurance of future performance by each assignee, for each requested assignment;

v. be numbered consecutively with other omnibus motions to assume, assign, or reject executory contracts or unexpired leases; and

vi. be limited to no more than 100 executory contracts or unexpired leases.

Bankruptcy Rule 6006(f).

30. The clear purpose of Bankruptcy Rule 6006(f), as amended, is to protect the due process rights of counterparties to the Contracts while conserving estate resources. Counterparties must be able to locate their Contracts and readily determine whether their Contracts are being assumed or rejected.

31. The Contract Procedures satisfy Bankruptcy Rule 6006(f), including the 100-contract or lease limit set forth in subsection (vi) thereof. Further, given the substantial number of Contracts the Debtors will be seeking to assume, assume and assign, or reject, obtaining Court approval of each assumption, assignment, or rejection would impose unnecessary administrative burdens on the Debtors and the Court and result in costs to the Debtors' estates that may decrease the economic benefits of rejection or assumption or assumption and assignment.

32. In accordance with Bankruptcy Rule 6007(a), the Debtors will provide the United States Trustee for the Southern District of Texas and other parties in interest with the requisite notice and an opportunity to object to any proposed abandonment of property.

33. As a result, the Contract Procedures afford Contract counterparties and all other parties in interest their due process rights by providing notice and the opportunity to be heard. Moreover, Court oversight is maintained in the event of an objection. For the foregoing reasons, the Contract Procedures should be approved, and the Debtors should be authorized to reject, assume, and assume and assign the Contracts consistent with the terms of such procedures.

34. In sum, the Contract Procedures will minimize costs to the Debtors' estates and reduce the burden on the Court's docket while protecting parties in interest by providing notice and the opportunity to object and obtain a hearing. The Debtors have determined that the Contract Procedures are an appropriate means to protect and maximize the value of the Debtors' estates.

**Waiver of Bankruptcy Rules 6004(a), 6004(h), and 6006(d)**

35. To implement the foregoing successfully, the Debtors request that the Court enter an order providing that notice of the relief requested herein satisfies Bankruptcy Rule 6004(a) and that the Debtors have established cause to exclude such relief from the 14-day stay period under Bankruptcy Rules 6004(h) and 6006(d).

**Reservation of Rights**

36. Nothing contained herein or any actions taken pursuant to such relief requested is intended or shall be construed as: (a) an admission as to the amount of, basis for, or validity of any claim against a Debtor entity under the Bankruptcy Code or other applicable nonbankruptcy law; (b) a waiver of the Debtors' or any other party in interest's right to dispute any claim on any grounds; (c) a promise or requirement to pay any claim; (d) an implication or admission that any particular claim is of a type specified or defined in this Motion or any order granting the relief requested by this Motion or a finding that any particular claim is an administrative expense claim or other priority claim; (e) a request or authorization to assume, adopt, or reject any agreement, contract, or lease pursuant to section 365 of the Bankruptcy Code; (f) an admission as to the

validity, priority, enforceability, or perfection of any lien on, security interest in, or other encumbrance on property of the Debtors' estates; (g) a waiver or limitation of the Debtors' or any other party in interest's rights under the Bankruptcy Code or any other applicable law; or (h) a concession by the Debtors that any liens (contractual, common law, statutory, or otherwise) that may be satisfied pursuant to the relief requested in this Motion are valid, and the rights of all parties in interest are expressly reserved to contest the extent, validity, or perfection or seek avoidance of all such liens. If the Court grants the relief sought herein, any payment made pursuant to the Court's order is not intended and should not be construed as an admission as to the validity of any particular claim or a waiver of the Debtors' or any other party in interest's rights to subsequently dispute such claim.

**Notice**

37. Notice of the hearing on the relief requested in the Motion has been provided by the Debtors in accordance and compliance with Bankruptcy Rules 4001 and 9014, as well as the Bankruptcy Local Rules, and is sufficient under the circumstances. The Debtors served parties in interest, whether by facsimile, electronic mail, overnight courier or hand delivery, including (a) the Office of the United States Trustee for the Southern District of Texas; (b) entities listed as holding the 30 largest unsecured claims against the Debtors (on a consolidated basis); (c) the Prepetition ABL Agent and the DIP Agent, and counsel thereto; (d) the agent under the Debtors' prepetition term loan facility and counsel thereto; (e) counsel to term lenders under the Debtors' prepetition term loan facility; (f) the indenture trustee for The Men's Wearhouse, Inc. 7.00% Senior Notes due 2022, and counsel thereto; (g) the Office of the United States Attorney for the Southern District of Texas; (h) the state attorneys general for states in which the Debtors conduct business; (i) the Internal Revenue Service; (j) the Securities and Exchange Commission; (k) the Environmental

Protection Agency; (l) any party that has requested notice pursuant to Bankruptcy Rule 2002. In light of the nature of the relief requested, no other or further notice need be given.

WHEREFORE, the Debtors respectfully request entry of the Order, granting the relief requested in this Motion and granting such other and further relief as is appropriate under the circumstances.

Houston, Texas
August 6, 2020

*/s/ Matthew D. Cavenaugh*

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**Certificate of Service**

I certify that on August 6, 2020, I caused a copy of the foregoing document to be served by the Electronic Case Filing System for the United States Bankruptcy Court for the Southern District of Texas.

*/s/ Matthew D. Cavenaugh*
Matthew D. Cavenaugh

**IN THE UNITED STATES BANKRUPTCY COURT**
**SOUTHERN DISTRICT OF TEXAS**
**HOUSTON DIVISION**

| | | |
|---|---|---|
| In re: | ) | Chapter 11 |
| TAILORED BRANDS, INC., *et al.*,[1] | ) | Case No. 20-33900 (MI) |
| Debtors. | ) | (Jointly Administered) |
| | ) | **Re: Docket No. _____** |

**ORDER (I) AUTHORIZING AND APPROVING PROCEDURES TO REJECT, ASSUME, OR ASSUME AND ASSIGN EXECUTORY CONTRACTS AND UNEXPIRED LEASES AND (II) GRANTING RELATED RELIEF**

Upon the motion (the "Motion")[2] of the above-captioned debtors and debtors in possession (collectively, the "Debtors") for entry of an order (this "Order") authorizing and approving the Contract Procedures for rejecting, assuming, or assuming and assigning executory contracts and unexpired leases, all as more fully set forth in the Motion; and upon the First Day Declaration; and this Court having jurisdiction over this matter pursuant to 28 U.S.C. § 1334; and this Court having found that this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2); and this Court having found that it may enter a final order consistent with Article III of the United States Constitution; and this Court having found that venue of this proceeding and the Motion in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and this Court having found that the relief requested in the Motion is in the best interests of the Debtors' estates, their creditors, and other parties in interest; and this Court having found that the Debtors' notice of the Motion and opportunity for a hearing on the Motion were appropriate under the circumstances and no other notice need be provided; and this

[1] A complete list of each of the Debtors in these chapter 11 cases may be obtained on the website of the Debtors' proposed claims and noticing agent at http://cases.primeclerk.com/TailoredBrands. The location of the Debtors' service address in these chapter 11 cases is: 6100 Stevenson Boulevard, Fremont, California 94538.

[2] Capitalized terms used but not defined herein have the meanings given to such terms in the Motion.

Court having reviewed the Motion and having heard the statements in support of the relief requested therein at a hearing before this Court (the "Hearing"); and this Court having determined that the legal and factual bases set forth in the Motion and at the Hearing establish just cause for the relief granted herein; and upon all of the proceedings had before this Court; and after due deliberation and sufficient cause appearing therefor, it is HEREBY ORDERED THAT:

1. The following Rejection Procedures are approved in connection with rejecting Contracts:

a. ***Rejection Notice***. The Debtors shall file a notice substantially in the form annexed as Annex 1 to this Order (the "Rejection Notice"), to reject a Contract or Contracts pursuant to section 365 of the Bankruptcy Code, which Rejection Notice shall set forth, among other things: (i) the Contract or Contracts to be rejected; (ii) the Debtor or Debtors party to such Contract; (iii) the names and addresses of the counterparties to such Contracts (each a "Rejection Counterparty"); (iv) the proposed effective date of rejection for such Contracts, which, for non-residential real property leases, shall be the later of (a) the proposed effective date of the rejection for such Contract, or (b) if applicable, the date upon which the Debtors in writing (email sufficient) surrender the premises to the landlord and return the keys, key codes, or security codes, as applicable (the "Rejection Date"); (v) if any such Contract is a lease, the personal property to be abandoned (the "Abandoned Property"), if any, and an estimate of the book value of such property, if practicable; and (vi) the deadlines and procedures for filing objections to the Rejection Notice (as set forth below). The Rejection Notice may list multiple Contracts, *provided* that the number of counterparties to Contracts listed on each Rejection Notice shall be limited to no more than 100.

b. ***Service of the Rejection Notice***. The Debtors will cause the Rejection Notice to be served by: (i) overnight delivery service upon the Rejection Counterparties affected by the Rejection Notice at the notice address provided in the applicable Contract (and upon such Rejection Counterparty's counsel, if known) at least five (5) days prior to the Rejection Date; and (ii) first class mail, email, or fax, upon (A) the United States Trustee for the Southern District of Texas; (B) counsel to the Prepetition ABL Agent and the DIP Agent; (C) counsel to the term lenders under the Debtors' prepetition term loan facility; (D) the holders of the 30 largest unsecured claims against the Debtors (on a consolidated basis); (E) the United States Attorney's Office for the Southern District of Texas; (F) the Internal Revenue Service; (G) the state attorneys general for all states in which the Debtors conduct business; and (H) any party that has requested notice pursuant to Bankruptcy Rule 2002 (collectively, the "Master Notice Parties").

c. ***Objection Procedures***. Parties objecting to a proposed rejection must file and serve a written objection[3] so that such objection is filed with the Court on the docket of the Debtors' chapter 11 cases and is ***actually received*** by the following parties (collectively, the "Objection Service Parties") no later than fourteen (14) days after the date the Debtors file and serve the relevant Rejection Notice (the "Rejection Objection Deadline"): (i) the Debtors, 6100 Stevenson Boulevard, Fremont, California 94538, Attn: A. Alexander Rhodes; (ii) proposed counsel to the Debtors, Kirkland & Ellis LLP, 601 Lexington Avenue, New York, New York 10022, Attn: Joshua A. Sussberg, P.C. and Aparna Yenamandra; (iii) proposed co-counsel to the Debtors, Jackson Walker LLP, 1401 McKinney, Suite 1900, Houston, Texas, 77010, Attn: Matthew D. Cavenaugh and Victoria Argeroplos; (iv) the United States Trustee, 515 Rusk, Suite 3516, Houston, Texas 77002, Attn: Hector Duran and Stephen Statham; (v) counsel to any statutory committee appointed in these chapter 11 cases; (vi) counsel to the Prepetition ABL Agent and the DIP Agent, (a) Morgan Lewis & Bockius LLP, One Federal Street, Boston, Massachusetts 02110, Attn: Matthew F. Furlong, Julia Frost-Davies and Christopher L. Carter, and (b) Winstead PC, 600 Travis Street, Suite 5200, Houston, Texas 77002, Attn: Sean Davis; (vii) counsel to the term lenders under the Debtors' prepetition term loan facility, Gibson, Dunn & Crutcher LLP, 200 Park Avenue, New York, New York 10166, Attn: Scott J. Greenberg (sgreenberg@gibsondunn.com) and Jeremy D. Evans (jevans@gibsondunn.com); and (viii) counsel to the indenture trustee for The Men's Wearhouse, Inc. 7.00% Senior Notes due 2022, Emmett, Marvin & Martin LLP, 120 Broadway, 32 Floor, New York, New York 10271, Attn: Elizabeth M. Clark, Esq.

d. ***No Objection Timely Filed***. If no objection to the rejection of any Contract is timely filed, each Contract listed in the applicable Rejection Notice shall be rejected as of the applicable Rejection Date set forth in the Rejection Notice or such other date to which the Debtors and the applicable Rejection Counterparty agree; *provided* that the Rejection Date for a rejection of a lease of non-residential real property shall not occur until the later of (i) the Rejection Date set forth in the Rejection Notice and (ii) the date the Debtors relinquish control of the premises by notifying the affected landlord in writing of the Debtors' surrender of the premises and (A) turning over keys, key codes, and security codes, if any, to the affected landlord or (B) notifying the affected landlord in writing that the keys, key codes, and security codes, if any, are not available but the landlord may rekey the leased premises; *provided* that the Rejection Date for a lease of non-residential real property rejected pursuant to these Rejection Procedures shall not occur earlier than the date the Debtors filed and served the applicable Rejection Notice.

[3] An objection to the rejection of a particular Contract listed on a Rejection Notice shall not constitute an objection to the rejection of any other Contract listed on such Rejection Notice.

e. ***Unresolved Timely Objection***. If an objection to a Rejection Notice is timely filed and properly served as specified above and not withdrawn or resolved, the Debtors shall request the Court schedule a hearing on such objection and shall provide at least ten (10) days' notice of such hearing to the applicable Rejection Counterparty and the other Objection Service Parties. If such objection is overruled or withdrawn, such Contract shall be rejected as of the applicable Rejection Date set forth in the applicable Rejection Notice or such other date to which the Debtors and the applicable Rejection Counterparty have agreed or that is ordered by the Court. In the case of a rejection of a lease of non-residential real property, such rejection shall not occur until the later of (i) the Rejection Date set forth in the Rejection Notice, (ii) the date the Debtors relinquished control of the premises by notifying the affected landlord in writing of the Debtors' surrender of the premises and (A) turning over keys, key codes, and security codes, if any, to the affected landlord or (B) notifying the affected landlord in writing that the keys, key codes, and security codes, if any, are not available, but the landlord may rekey the leased premises, and (iii) such other date to which the Debtors and the applicable Rejection Counterparty have agreed or that is ordered by the Court; *provided* that the Rejection Date for a lease of non-residential real property rejected pursuant to these Rejection Procedures shall not occur earlier than the date the Debtors filed and served the applicable Rejection Notice.

f. ***Deposits***. If the Debtors have deposited monies with a Rejection Counterparty as a security deposit or other arrangement, such Rejection Counterparty may not set off or recoup or otherwise use such deposit without the prior approval of the Court, unless the Debtors and the applicable Rejection Counterparty otherwise agree.

g. ***Modifications to Rejection Notice***. The Debtors reserve the right to remove any Contract from a Rejection Notice at any time prior to the Rejection Date.

h. ***Abandoned Property***. The Debtors are authorized, but not directed, at any time on or before the applicable Rejection Date, to remove or abandon any of the Debtors' personal property that may be located on the Debtors' leased premises that pertain to a rejected Contract. The Debtors shall generally describe the property in the Rejection Notice and their intent to abandon such property. Absent a timely objection, any and all property located on the Debtors' leased premises on the Rejection Date of the applicable lease of non-residential real property shall be deemed abandoned pursuant to section 554 of the Bankruptcy Code, as is, effective as of the Rejection Date. Landlords may, in their sole discretion and without further notice or order of the Court, utilize and/or dispose of such Abandoned Property without liability to the Debtors or third parties and, to the extent applicable, the automatic stay is modified to allow such disposition.[4] The rights of the counterparty to each Contract to assert claims for the disposition of the Abandoned Property are reserved, as are all parties' rights to object to such claims.

i. ***Proofs of Claim***. Claims arising out of the rejection of Contracts, if any, must be filed on or before the later of (i) the deadline for filing proofs of claim established in these chapter 11 cases, if any, and (ii) thirty (30) days after the later of (A) the Rejection Objection Deadline, if no objection is filed, and (B) the date that all such filed objections have either been overruled or withdrawn. If no proof of claim is timely filed, such claimant shall be forever barred from asserting a claim for damages arising from the rejection and from participating in any distributions on such a claim that may be made in connection with these chapter 11 cases.

2. The Debtors are hereby authorized to take such actions as may be necessary and appropriate to vacate the Debtors' leased premises prior to the Rejection Date for a lease of non-residential real property rejected pursuant to these Rejection Procedures without necessity of further order of this Court as provided in this Order or the Rejection Procedures.

3. The Inventory Drawback shall be conducted by the Debtors notwithstanding any restrictive provision of any lease, sublease, restrictive covenant, or other agreement relative to occupancy affecting or purporting to restrict the conduct of the Inventory Drawback and the rejection of leases, abandonment of assets, or "going dark" provisions, and such provisions shall not be enforceable in conjunction with the Inventory Drawback. Breach of any such provisions in these chapter 11 cases in conjunction with the Inventory Drawback shall not constitute a default under a lease or provide a basis to terminate the lease.

4. Approval of the Rejection Procedures and this Order will not prevent the Debtors from seeking to reject a Contract by separate motion or pursuant to a chapter 11 plan.

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[4] If the Rejection Date specified on the Rejection Notice predated the removal of any property not otherwise generally described in the abandonment schedule to the Rejection Notice, the Rejection Date will not become effective until the date such property is removed from the premises.

5. The following Assumption Procedures are approved in connection with assuming and assuming and assigning Contracts:

a. ***Assumption Notice***. The Debtors shall file a notice, substantially in the form annexed as Annex 2 to the Order (the "Assumption Notice"), indicating the Debtors' intent to assume or assume and assign a Contract or Contracts pursuant to section 365 of the Bankruptcy Code, which shall set forth, among other things: (i) the Contract or Contracts to be assumed or assumed and assigned; (ii) the Debtor or Debtors party to such Contract; (iii) the names and addresses of the counterparties to such Contracts (each an "Assumption Counterparty"); (iv) the identity of the proposed assignee of such Contracts (the "Assignee"), if applicable; (v) the proposed effective date of the assumption for each such Contract (the "Assumption Date"); (vi) the proposed cure amount, if any, for each such Contract; (vii) a description of any material amendments to the Contract made outside of the ordinary course of business; and (viii) the deadlines and procedures for filing objections to the Assumption Notice (as set forth below). The Assumption Notice may list multiple Contracts; *provided* that the number of counterparties to Contracts listed on each Assumption Notice shall be limited to no more than 100.

b. ***Service of the Assumption Notice and Evidence of Adequate Assurance***. The Debtors will cause the Assumption Notice to be served by (i) overnight delivery upon the Assumption Counterparties affected by the Assumption Notice and each Assignee, if applicable, at the address set forth in the notice provision of the applicable Contract (and upon the Assumption Counterparties' counsel, if known) and (ii) first class mail, email, or fax upon the Master Notice Parties. To the extent the Debtors seek to assume and assign a lease of non-residential real property, the Debtors will cause evidence of adequate assurance of future performance to be served with the Assumption Notice by overnight delivery upon the Assumption Counterparties affected by the Assumption Notice at the address set forth in the notice provision of the applicable Contract (and upon the Assumption Counterparties' counsel, if known, by electronic mail).[5]

c. ***Objection Procedures***. Parties objecting to a proposed assumption or assumption and assignment (including as to the cure amount), as applicable,

[5] The Debtors shall serve (by electronic mail, if requested) a counterparty to a Contract other than a lease of non-residential real property to be assumed or assumed and assigned under the Contract Procedures with evidence of adequate assurance as soon as reasonably practicable upon such counterparty's written request to the Debtors' proposed counsel.

of a Contract must file and serve a written objection[6] so that such objection is filed with the Court no later than fourteen (14) days after the date the Debtors file and serve the relevant Assumption Notice and promptly serve such objection on the Objection Service Parties.

d. ***No Objection***. If no objection to the assumption or assumption and assignment of any Contract is timely filed, each Contract shall be assumed or assumed and assigned as of the Assumption Date set forth in the applicable Assumption Notice or such other date as the Debtors and the applicable Assumption Counterparties agree, and the proposed cure amount shall be binding on all counterparties to such Contract, and no amount in excess thereof shall be paid for cure purposes; *provided* that the Assumption Date for a lease of non-residential real property shall not occur earlier than the date the Debtors filed and served the applicable Assumption Notice.

e. ***Unresolved Timely Objection***. If an objection to an Assumption Notice is timely filed and properly served as specified above and not withdrawn or resolved, the Debtors shall request the Court schedule a hearing on such objection and shall provide at least ten (10) days' notice of such hearing to the applicable Assumption Counterparty and the other Objection Service Parties. If such objection is overruled or withdrawn, such Contract shall be assumed or assumed and assigned as of the Assumption Date set forth in the Assumption Notice or such other date to which the Debtors and the counterparty to such Contract have agreed, or as ordered by the Court.

f. ***Modifications of Assumption Notice***. The Debtors reserve the right to remove any Contract from an Assumption Notice at any time prior to the Assumption Date (including, without limitation, upon the failure of any proposed assumption and assignment to close).

6. With regard to Contracts to be assigned, pursuant to sections 105(a) and 363(f) of the Bankruptcy Code, the assignment of any Contract shall: (a) be free and clear of (i) all liens (and any liens shall attach to the proceeds of such assignment in the same order and priority subject to all existing defenses, claims, setoffs, and rights) and (ii) any and all claims (as that term is defined in section 101(5) of the Bankruptcy Code), obligations, demands, guaranties of or by the Debtors, debts, rights, contractual commitments, restrictions, interests, and matters of any kind and nature, whether arising prior to or subsequent to the commencement of these chapter 11 cases,

[6] An objection to the assumption or assumption and assignment of any particular Contract listed on an Assumption Notice shall not constitute an objection to the assumption and/or assignment of any other Contract listed on such Assumption Notice.

and whether imposed by agreement, understanding, law, equity, or otherwise (including, without limitation, claims, and encumbrances (A) that purport to give to any party a right or option to effect any forfeiture, modification, or termination of the interest of any Debtor or Assignee, as the case may be, in the Contract(s), or (B) in respect of any taxes; and (b) constitute a legal, valid, and effective transfer of such Contracts and vest the applicable Assignee with all rights, titles, and interests to the applicable Contracts). For the avoidance of doubt, all provisions of the applicable assigned Contract, including any provision limiting assignment, shall be binding on the applicable Assignee.

7. Subject to and conditioned upon the occurrence of a closing with respect to the assumption and assignment of any Contract, and subject to the other provisions of this Order (including the aforementioned Assumption Procedures), the Debtors are hereby authorized in accordance with sections 365(b) and (f) of the Bankruptcy Code to (a) assume and assign to any Assignees the applicable Contracts, with any applicable Assignee being responsible only for the post-closing liabilities under the applicable Contracts except as otherwise provided for in this Order and (b) execute and deliver to any applicable Assignee such assignment documents as may be reasonably necessary to sell, assign, and transfer such Contract. For the avoidance of doubt, the occurrence of a closing with respect to the assumption and assignment of any Contract shall mean the date on which such assumption and assignment is effective.

8. The Debtors' right to assert that any provisions in the Contract that expressly or effectively restrict, prohibit, condition, or limit the assignment of or the effectiveness of the Contract to an Assignee are unenforceable anti-assignment or *ipso facto* clauses is fully reserved.

9. The Assignee shall have no liability or obligation with respect to defaults relating to the assigned Contracts arising, accruing, or relating to a period prior to the applicable closing date.

10. The Debtors are hereby authorized, pursuant to section 363(b) of the Bankruptcy Code, to enter into the consensual amendments as set forth in an Assumption Notice.

11. The Debtors are authorized to issue postpetition checks, or to effect postpetition fund transfer requests, in replacement of any checks or fund transfer requests that are dishonored as a consequence of these chapter 11 cases with respect to prepetition amounts owed in connection with any Inventory Drawback.

12. Approval of the Contract Procedures and this Order will not prevent the Debtors from seeking to reject, assume, or assume and assign a Contract by separate motion.

13. The 14-day stay required of any assignment of any Contract pursuant to Bankruptcy Rule 6006(d) is hereby waived.

14. Notwithstanding the relief granted in this Order and any actions taken pursuant to such relief, nothing in this Order shall be deemed: (a) an admission as to the amount of, basis for, or validity of any claim against a Debtor entity under the Bankruptcy Code or other applicable nonbankruptcy law; (b) a waiver of the Debtors' or any other party in interest's right to dispute any claim on any grounds; (c) a promise or requirement to pay any claim; (d) an implication or admission that any particular claim is of a type specified or defined in the Motion or this Order or a finding that any particular claim is an administrative expense claim or other priority claim; (e) a request or authorization to assume, adopt, or reject any agreement, contract, or lease pursuant to section 365 of the Bankruptcy Code; (f) an admission as to the validity, priority, enforceability, or perfection of any lien on, security interest in, or other encumbrance on property of the Debtors' estates; (g) a waiver or limitation of the Debtors' or any other party in interest's rights under the Bankruptcy Code or any other applicable law; or (h) a concession by the Debtors that any liens (contractual, common law, statutory, or otherwise) that may be satisfied pursuant to the relief

authorized in this Order are valid, and the rights of all parties in interest are expressly reserved to contest the extent, validity, or perfection or seek avoidance of all such liens.

15. All rights and defenses of the Debtors are preserved, including all rights and defenses of the Debtors with respect to a claim for damages arising as a result of a Contract rejection, including any right to assert an offset, recoupment, counterclaim, or deduction. In addition, nothing in this Order or the Motion shall limit the Debtors' ability to subsequently assert that any particular Contract is terminated and is no longer an executory contract or unexpired lease.

16. Notice of the Motion satisfies the requirements of Bankruptcy Rule 6004(a) and the Bankruptcy Local Rules are satisfied by such notice.

17. Notwithstanding Bankruptcy Rule 6004(h), the terms and conditions of this Order are immediately effective and enforceable upon its entry.

18. The Debtors are authorized to take all actions necessary to effectuate the relief granted in this Order in accordance with the Motion, the Rejection Notice, and the Assumption Notice, as applicable.

19. This Court retains exclusive jurisdiction with respect to all matters arising from or related to the implementation, interpretation, and enforcement of this Order.

Dated: ____________, 2020
Houston, Texas

______________________________________
UNITED STATES BANKRUPTCY JUDGE

# Annex 1

## Proposed Rejection Notice

**IN THE UNITED STATES BANKRUPTCY COURT**
**SOUTHERN DISTRICT OF TEXAS**
**HOUSTON DIVISION**

| | | |
|---|---|---|
| In re: | ) | Chapter 11 |
| TAILORED BRANDS, INC., *et al.*,[1] | ) | Case No. 20-33900 (MI) |
| Debtors. | ) | (Jointly Administered) |
| | ) | **Re: Docket No. _____** |

**[NUMBER] NOTICE OF REJECTION OF [A] CERTAIN EXECUTORY CONTRACT[S] [AND/OR UNEXPIRED LEASES]**

**PARTIES RECEIVING THIS NOTICE SHOULD LOCATE THEIR NAMES AND THEIR CONTRACTS OR LEASES ON SCHEDULE 2 ATTACHED HERETO AND READ THE CONTENTS OF THIS NOTICE CAREFULLY.**

**PLEASE TAKE NOTICE** that on [____________], 2020, the United States Bankruptcy Court for the Southern District of Texas (the "Court") entered an order on the motion (the "Motion")[2] of debtors and debtors in possession (the "Debtors") (i) authorizing and approving procedures to reject, assume, or assume and assign executory contracts and unexpired leases and (ii) granting related relief [Docket No. ____] (the "Procedures Order"), attached hereto as **Schedule 1**.

**PLEASE TAKE FURTHER NOTICE** that, pursuant to the Procedures Order and by this written notice (this "Rejection Notice"), the Debtors hereby notify you that they have determined, in the exercise of their business judgment, that each Contract set forth on **Schedule 2** attached hereto is

[1] A complete list of each of the Debtors in these chapter 11 cases may be obtained on the website of the Debtors' proposed claims and noticing agent at http://cases.primeclerk.com/TailoredBrands. The location of the Debtors' service address in these chapter 11 cases is: 6100 Stevenson Boulevard, Fremont, California 94538.

[2] Capitalized terms used but not otherwise defined herein have the meanings ascribed to them in the Motion.

hereby rejected effective as of the date (the "Rejection Date") set forth in **Schedule 2**, or such other date to which the Debtors and the counterparty or counterparties to any such Contract agree.

**PLEASE TAKE FURTHER NOTICE** that parties seeking to object to the proposed rejection of any of the Contracts must file and serve a written objection so that such objection is filed with the Court on the docket of the Debtors' chapter 11 cases and is ***actually received*** by the following parties no later than 14 days after the date that the Debtors served this Notice: (i) the Debtors, 6100 Stevenson Boulevard, Fremont, California 94538, Attn: A. Alexander Rhodes; (ii) proposed counsel to the Debtors, Kirkland & Ellis LLP, 601 Lexington Avenue, New York, New York 10022, Attn: Joshua A. Sussberg, P.C. and Aparna Yenamandra; (iii) proposed co-counsel to the Debtors, Jackson Walker LLP, 1401 McKinney, Suite 1900, Houston, Texas, 77010, Attn: Matthew D. Cavenaugh and Victoria Argeroplos; (iv) the United States Trustee, 515 Rusk, Suite 3516, Houston, Texas 77002, Attn: Hector Duran and Stephen Statham; (v) counsel to any statutory committee appointed in these chapter 11 cases; (vi) counsel to Prepetition ABL Agent and the DIP Agent, (a) Morgan Lewis & Bockius LLP, One Federal Street, Boston, Massachusetts 02110, Attn: Matthew F. Furlong, Julia Frost-Davies and Christopher L. Carter, and (b) Winstead PC, 600 Travis Street, Suite 5200, Houston, Texas 77002, Attn: Sean Davis; (vii) counsel to the term lenders under the Debtors' prepetition term loan facility, Gibson, Dunn & Crutcher LLP, 200 Park Avenue, New York, New York 10166, Attn: Scott J. Greenberg and Jeremy D. Evans; and (viii) counsel to the indenture trustee for The Men's Wearhouse, Inc. 7.00% Senior Notes due 2022, Emmett, Marvin & Martin LLP, 120 Broadway, 32 Floor, New York, New York 10271, Attn: Elizabeth M. Clark, Esq.

**PLEASE TAKE FURTHER NOTICE** that, absent an objection being timely filed, the rejection of each Contract shall become effective on the applicable Rejection Date set forth in

**Schedule 2** or such other date to which the Debtors and the counterparty or counterparties to such Contract agree.[3]

**PLEASE TAKE FURTHER NOTICE** that, if an objection to the rejection of any Contract is timely filed and not withdrawn or resolved, the Debtors shall file a notice for a hearing to consider the objection for the Contract or Contracts to which such objection relates. If such objection is overruled or withdrawn, such Contract or Contracts shall be rejected as of the applicable Rejection Date set forth in **Schedule 2** or such other date to which the Debtors and the counterparty or counterparties to any such Contract agree.

**PLEASE TAKE FURTHER NOTICE** that, pursuant to the terms of the Procedures Order, if the Debtors have deposited monies with a Contract counterparty as a security deposit or other arrangement, the Contract counterparty may not set off or recoup or otherwise use such monies without further order of the Court, unless the Debtors and the counterparty or counterparties to such Contracts otherwise agree.

**PLEASE TAKE FURTHER NOTICE** that, absent timely objection, any personal property of the Debtors that is listed and described in **Schedule 2** shall be deemed abandoned as of the Rejection Date.

**PLEASE TAKE FURTHER NOTICE** that, to the extent you wish to assert a claim with respect to rejection of your Contract or Contracts, you must do so by the later of (a) the claims bar date established in these chapter 11 cases, if any, and (b) thirty (30) days after the later of (A) the Rejection Objection Deadline, if no objection is filed and (B) the date that all such filed objections

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3 An objection to the rejection of any particular Contract listed in this Rejection Notice shall not constitute an objection to the rejection of any other contract or lease listed in this Rejection Notice. Any objection to the rejection of any particular Contract listed in this Rejection must state with specificity the Contract to which it is directed. For each particular Contract whose rejection is not timely or properly objected to, such rejection will be effective in accordance with this Rejection Notice and the Order.

have either been overruled or withdrawn. IF YOU FAIL TO TIMELY SUBMIT A PROOF OF CLAIM IN THE APPROPRIATE FORM BY THE DEADLINE SET FORTH HEREIN, YOU WILL BE FOREVER BARRED, ESTOPPED, AND ENJOINED FROM (1) ASSERTING SUCH CLAIM AGAINST ANY OF THE DEBTORS AND THEIR CHAPTER 11 ESTATES, (2) VOTING ON ANY CHAPTER 11 PLAN OF REORGANIZATION FILED IN THESE CASES ON ACCOUNT OF SUCH CLAIM, AND (3) PARTICIPATING IN ANY DISTRIBUTION IN THE DEBTORS' CHAPTER 11 CASES ON ACCOUNT OF SUCH CLAIM.

Houston, Texas
________, 2020

Matthew D. Cavenaugh (TX Bar No. 24062656)
Kristhy Peguero (TX Bar No. 24102776)
Veronica A. Polnick (TX Bar No. 24079148)
Victoria Argeroplos (TX Bar No. 24105799)
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*Proposed Co-Counsel to the Debtors and Debtors in Possession*

**KIRKLAND & ELLIS LLP**
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*Proposed Co-Counsel to the Debtors and Debtors in Possession*

**Schedule 1**

**Procedures Order**

## Schedule 2

## Rejected Contracts

# Annex 2

## Proposed Assumption Notice

**IN THE UNITED STATES BANKRUPTCY COURT**
**SOUTHERN DISTRICT OF TEXAS**
**HOUSTON DIVISION**

| | | |
|---|---|---|
| In re: | ) | Chapter 11 |
| | ) | |
| TAILORED BRANDS, INC., *et al.*,[1] | ) | Case No. 20-33900 (MI) |
| | ) | |
| Debtors. | ) | (Jointly Administered |

**[NUMBER] NOTICE OF ASSUMPTION**
**OR ASSUMPTION AND ASSIGNMENT OF [A]**
**CERTAIN EXECUTORY CONTRACT[S] [AND/OR UNEXPIRED LEASES]**

**PARTIES RECEIVING THIS NOTICE SHOULD LOCATE THEIR NAMES AND THEIR CONTRACTS OR LEASES ON SCHEDULE 2 ATTACHED HERETO AND READ THE CONTENTS OF THIS NOTICE CAREFULLY.**

**PLEASE TAKE NOTICE** that on [____________], 2020, the United States Bankruptcy Court for the Southern District of Texas (the "Bankruptcy Court") entered an order on the motion (the "Motion")[2] of debtors and debtors in possession (the "Debtors") (i) authorizing and approving procedures to reject, assume, or assume and assign executory contracts and unexpired leases and (ii) granting related relief [Docket No. ____] (the "Procedures Order"), attached hereto as **Schedule 1**.

**PLEASE TAKE FURTHER NOTICE** that, pursuant to the Procedures Order and by this written notice (this "Assumption Notice"), the Debtors hereby notify you that they have determined, in the exercise of their business judgment, that each Contract set forth on **Schedule 2** attached hereto is hereby assumed or assumed and assigned, as applicable, effective as of the date

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1 A complete list of each of the Debtors in these chapter 11 cases may be obtained on the website of the Debtors' proposed claims and noticing agent at http://cases.primeclerk.com/TailoredBrands. The location of the Debtors' service address in these chapter 11 cases is: 6100 Stevenson Boulevard, Fremont, California 94538.

2 Capitalized terms used but not otherwise defined herein have the meanings ascribed to them in the Motion.

(the "Assumption Date") set forth in **Schedule 2**, or such other date as the Debtors and the counterparty or counterparties to any such Contract agree.

**PLEASE TAKE FURTHER NOTICE** that the Debtor or Assignee, as applicable, has the financial wherewithal to meet all future obligations under the Contract, which may be evidenced upon written request by the counterparty to the Contract,[3] thereby demonstrating that the Debtor or Assignee, as applicable, has the ability to comply with the requirements of adequate assurance of future performance.[4]

**PLEASE TAKE FURTHER NOTICE** that parties seeking to object to the proposed assumption or assumption and assignment of any of the Contracts must file and serve a written objection so that such objection is filed with the Court on the docket of the Debtors' chapter 11 cases and is ***actually received*** by the following parties no later than 14 days after the date that the Debtors served this Notice: (i) the Debtors, 6100 Stevenson Boulevard, Fremont, California 94538, Attn: A. Alexander Rhodes; (ii) proposed counsel to the Debtors, Kirkland & Ellis LLP, 601 Lexington Avenue, New York, New York 10022, Attn: Joshua A. Sussberg, P.C. and Aparna Yenamandra; (iii) proposed co-counsel to the Debtors, Jackson Walker LLP, 1401 McKinney, Suite 1900, Houston, Texas, 77010, Attn: Matthew D. Cavenaugh and Victoria Argeroplos; (iv) the United States Trustee, 515 Rusk, Suite 3516, Houston, Texas 77002, Attn: Hector Duran and Stephen Statham; (v) counsel to any statutory committee appointed in these chapter 11 cases; (vii) counsel to the term lenders under the Debtors' prepetition term loan facility, Gibson, Dunn & Crutcher LLP, 200 Park Avenue, New York, New York 10166, Attn: Scott J. Greenberg

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3 To the extent the Debtors seek to assume and assign a lease of non-residential real property, the Debtors will cause evidence of adequate assurance of future performance to be served with the Assumption Notice by overnight delivery upon the Assumption Counterparties affected by the Assumption Notice.

4 The Debtors shall serve the counterparty to the Contract with evidence of adequate assurance upon such counterparty's written request to Debtors' counsel.

(sgreenberg@gibsondunn.com) and Jeremy D. Evans (jevans@gibsondunn.com); (vii) counsel to the Prepetition ABL Agent and the DIP Agent, (a) Morgan Lewis & Bockius LLP, One Federal Street, Boston, Massachusetts 02110, Attn: Matthew F. Furlong, Julia Frost-Davies and Christopher L. Carter, and (b) Winstead PC, 600 Travis Street, Suite 5200, Houston, Texas 77002, Attn: Sean Davis; (viii) counsel to the indenture trustee for The Men's Wearhouse, Inc. 7.00% Senior Notes due 2022, Emmett, Marvin & Martin LLP, 120 Broadway, 32 Floor, New York, New York 10271, Attn: Elizabeth M. Clark, Esq.

**PLEASE TAKE FURTHER NOTICE** that, absent an objection being timely filed, the assumption or assumption and assignment of each Contract shall become effective on the applicable Assumption Date set forth in **Schedule 2** or such other date to which the Debtors and the counterparty or counterparties to such Contract agree.[5]

**PLEASE TAKE FURTHER NOTICE** that, the proposed cure amount under the Contract is set forth in **Schedule 2**. If a written objection to the proposed cure amount is not timely filed, then the cure amount shall be binding on all parties and no amount in excess thereof shall be paid for cure purposes.

**PLEASE TAKE FURTHER NOTICE** that if an objection to the assumption or assumption and assignment of any Contract is timely filed and not withdrawn or resolved, the Debtors shall file a notice for a hearing to consider the objection for the Contract or Contracts to which such objection relates. If such objection is overruled or withdrawn, such Contract or

[5] An objection to the assumption and/or assignment of any particular Contract or cure amount listed in this Assumption Notice shall not constitute an objection to the assumption and/or assignment of any other contract or lease listed in this Assumption Notice. Any objection to the assumption and/or assignment of any particular Contract or cure amount listed in this Assumption Notice must state with specificity the Contract to which it is directed. For each particular Contract whose assumption and/or assignment is not timely or properly objected to, such assumption and/or assignment will be effective in accordance with this Assumption Notice and the Procedures Order.

Contracts shall be assumed or assumed and assigned as of the Assumption Date set forth in **Schedule 2** or such other date as the Debtors and the counterparty or counterparties to such Contract agree.

Houston, Texas
_______, 2020

Matthew D. Cavenaugh (TX Bar No. 24062656)
Kristhy Peguero (TX Bar No. 24102776)
Veronica A. Polnick (TX Bar No. 24079148)
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*Proposed Co-Counsel to the Debtors*
*and Debtors in Possession*

# Schedule 1

## Procedures Order

**Schedule 2**

**Assumed Contracts**

# Schedule D

**IN THE UNITED STATES BANKRUPTCY COURT**
**SOUTHERN DISTRICT OF TEXAS**
**HOUSTON DIVISION**

| | | |
|---|---|---|
| In re: | ) | Chapter 11 |
| TAILORED BRANDS, INC., *et al.*,[1] | ) | Case No. 20-33900 (MI) |
| Debtors. | ) | (Joint Administration Requested) |
| | ) | **Re: Docket No. _____** |

**ORDER (I) AUTHORIZING AND APPROVING PROCEDURES TO REJECT, ASSUME, OR ASSUME AND ASSIGN EXECUTORY CONTRACTS AND UNEXPIRED LEASES AND (II) GRANTING RELATED RELIEF**

Upon the motion (the "Motion")[2] of the above-captioned debtors and debtors in possession (collectively, the "Debtors") for entry of an order (this "Order") authorizing and approving the Contract Procedures for rejecting, assuming, or assuming and assigning executory contracts and unexpired leases, all as more fully set forth in the Motion; and upon the First Day Declaration; and this Court having jurisdiction over this matter pursuant to 28 U.S.C. § 1334; and this Court having found that this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2); and this Court having found that it may enter a final order consistent with Article III of the United States Constitution; and this Court having found that venue of this proceeding and the Motion in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and this Court having found that the relief requested in the Motion is in the best interests of the Debtors' estates, their creditors, and other parties in interest; and this Court having found that the Debtors' notice of the Motion and opportunity for a hearing on the Motion were appropriate under the circumstances and no other notice need be provided; and this

1 A complete list of each of the Debtors in these chapter 11 cases may be obtained on the website of the Debtors' proposed claims and noticing agent at http://cases.primeclerk.com/TailoredBrands. The location of the Debtors' service address in these chapter 11 cases is: 6100 Stevenson Boulevard, Fremont, California 94538.

2 Capitalized terms used but not defined herein have the meanings given to such terms in the Motion.

Court having reviewed the Motion and having heard the statements in support of the relief requested therein at a hearing before this Court (the "Hearing"); and this Court having determined that the legal and factual bases set forth in the Motion and at the Hearing establish just cause for the relief granted herein; and upon all of the proceedings had before this Court; and after due deliberation and sufficient cause appearing therefor, it is HEREBY ORDERED THAT:

1. The following Rejection Procedures are approved in connection with rejecting Contracts:

a. ***Rejection Notice***. The Debtors shall file a notice substantially in the form annexed as Annex 1 to the Order (the "Rejection Notice"), to reject a Contract or Contracts pursuant to section 365 of the Bankruptcy Code, which Rejection Notice shall set forth, among other things: (i) the Contract or Contracts to be rejected; (ii) the Debtor or Debtors party to such Contract; (iii) the names and addresses of the counterparties to such Contracts (each a "Rejection Counterparty"); (iv) the proposed effective date of rejection for such Contracts, which, for non-residential real property leases, shall be the later of (a) the proposed effective date of the rejection for such Contract, or (b) if applicable, the date upon which the Debtors surrender the premises to the landlord and return the keys, key codes, or security codes, as applicable (the "Rejection Date"); (v) if any such Contract is a lease, the personal property to be abandoned (the "Abandoned Property"), if any, and an estimate of the book value of such property, if practicable; and (vi) the deadlines and procedures for filing objections to the Rejection Notice (as set forth below). The Rejection Notice may list multiple Contracts, *provided* that the number of counterparties to Contracts listed on each Rejection Notice shall be limited to no more than 100.

b. ***Service of the Rejection Notice***. The Debtors will cause the Rejection Notice to be served by: (i) overnight delivery service upon the Rejection Counterparties affected by the Rejection Notice at the notice address provided in the applicable Contract (and upon such Rejection Counterparty's counsel, if known); and (ii) first class mail, email, or fax, upon (A) the United States Trustee for the Southern District of Texas; (B) counsel to the Prepetition ABL Agent and the DIP Agent; (C) counsel to the term lenders under the Debtors' prepetition term loan facility; (D) the holders of the 30 largest unsecured claims against the Debtors (on a consolidated basis); (E) the United States Attorney's Office for the Southern District of Texas; (F) the Internal Revenue Service; (G) the state attorneys general for all states in which the Debtors conduct business; (H) any party that has requested notice pursuant to Bankruptcy Rule 2002 (collectively, the "Master Notice Parties"); and (I) where known, upon any third parties that may, to the best of the Debtors' knowledge, have a known interest in the Debtors' personal property located on the Debtors' leased premises.

c. ***Objection Procedures***. Parties objecting to a proposed rejection must file and serve a written objection[3] so that such objection is filed with the Court on the docket of the Debtors' chapter 11 cases and is ***actually received*** by the following parties (collectively, the "Objection Service Parties") no later than fourteen (14) days after the date the Debtors file and serve the relevant Rejection Notice (the "Rejection Objection Deadline"): (i) the Debtors, 6100 Stevenson Boulevard, Fremont, California 94538, Attn: A. Alexander Rhodes; (ii) proposed counsel to the Debtors, Kirkland & Ellis LLP, 601 Lexington Avenue, New York, New York 10022, Attn: Joshua A. Sussberg, P.C. and Aparna Yenamandra; (iii) proposed co-counsel to the Debtors, Jackson Walker LLP, 1401 McKinney, Suite 1900, Houston, Texas, 77010, Attn: Matthew D. Cavenaugh and Victoria Argeroplos; (iv) the United States Trustee, 515 Rusk, Suite 3516, Houston, Texas 77002, Attn: Hector Duran and Stephen Statham; (v) counsel to any statutory committee appointed in these chapter 11 cases; (vi) counsel to the Prepetition ABL Agent and the DIP Agent, (a) Morgan Lewis & Bockius LLP, One Federal Street, Boston, Massachusetts 02110, Attn: Matthew F. Furlong, Julia Frost-Davies and Christopher L. Carter, and (b) Winstead PC, 600 Travis Street, Suite 5200, Houston, Texas 77002, Attn: Sean Davis; (vii) counsel to the term lenders under the Debtors' prepetition term loan facility, Gibson, Dunn & Crutcher LLP, 200 Park Avenue, New York, New York 10166, Attn: Scott J. Greenberg (sgreenberg@gibsondunn.com) and Jeremy D. Evans (jevans@gibsondunn.com); and (viii) counsel to the indenture trustee for The Men's Wearhouse, Inc. 7.00% Senior Notes due 2022, Emmett, Marvin & Martin LLP, 120 Broadway, 32 Floor, New York, New York 10271, Attn: Elizabeth M. Clark, Esq.

d. ***No Objection Timely Filed***. If no objection to the rejection of any Contract is timely filed, each Contract listed in the applicable Rejection Notice shall be rejected as of the applicable Rejection Date set forth in the Rejection Notice or such other date to which the Debtors and the applicable Rejection Counterparty agree; *provided* that the Rejection Date for a rejection of a lease of non-residential real property shall not occur until the later of (i) the Rejection Date set forth in the Rejection Notice, or (ii) if applicable, the date upon which the Debtors surrender the premises to the landlord and return the keys, key codes, or security codes, as applicable.

e. ***Unresolved Timely Objection***. If an objection to a Rejection Notice is timely filed and properly served as specified above and not withdrawn or resolved, the Debtors shall request the Court schedule a hearing on such objection and shall provide at least ten (10) days' notice of such hearing to the applicable Rejection Counterparty and the other Objection Service Parties. If such objection is overruled or withdrawn, such Contract shall be rejected as of the applicable Rejection Date set forth in the applicable

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[3] An objection to the rejection of a particular Contract listed on a Rejection Notice shall not constitute an objection to the rejection of any other Contract listed on such Rejection Notice.

Rejection Notice or such other date to which the Debtors and the applicable Rejection Counterparty have agreed or that is ordered by the Court. In the case of a rejection of a lease of non-residential real property, such rejection shall not occur until the later of (i) the Rejection Date set forth in the Rejection Notice, (ii) if applicable, the date upon which the Debtors surrender the premises to the landlord and return the keys, key codes, or security codes, as applicable, and (iii) such other date to which the Debtors and the applicable Rejection Counterparty have agreed or that is ordered by the Court.

f. ***Deposits***. If the Debtors have deposited monies with a Rejection Counterparty as a security deposit or other arrangement, such Rejection Counterparty may not set off or recoup or otherwise use such deposit without the prior approval of the Court, unless the Debtors and the applicable Rejection Counterparty otherwise agree.

g. ***Modifications to Rejection Notice***. The Debtors reserve the right to remove any Contract from a Rejection Notice at any time prior to the Rejection Date.

h. ***Abandoned Property***. The Debtors are authorized, but not directed, at any time on or before the applicable Rejection Date, to remove or abandon any of the Debtors' personal property that may be located on the Debtors' leased premises that pertain to a rejected Contract. The Debtors shall generally describe the property in the Rejection Notice and their intent to abandon such property. Absent a timely objection, any and all property located on the Debtors' leased premises on the Rejection Date of the applicable lease of non-residential real property shall be deemed abandoned pursuant to section 554 of the Bankruptcy Code, as is, effective as of the Rejection Date. Landlords may, in their sole discretion and without further notice or order of the Court, utilize and/or dispose of such Abandoned Property without liability to the Debtors or third parties and, to the extent applicable, the automatic stay is modified to allow such disposition.[4] The rights of the counterparty to each Contract to assert claims for the disposition of the Abandoned Property are reserved, as are all parties' rights to object to such claims.

i. ***Proofs of Claim***. Claims arising out of the rejection of Contracts, if any, must be filed on or before the later of (i) the deadline for filing proofs of claim established in these chapter 11 cases, if any, and (ii) thirty (30) days after the later of (A) the Rejection Objection Deadline, if no objection is filed, and (B) the date that all such filed objections have either been overruled or withdrawn. If no proof of claim is timely filed, such claimant shall be forever barred from asserting a claim for damages arising from the

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4 If the Rejection Date specified on the Rejection Notice predated the removal of any property not otherwise generally described in the abandonment schedule to the Rejection Notice, the Rejection Date will not become effective until the date such property is removed from the premises.

rejection and from participating in any distributions on such a claim that may be made in connection with these chapter 11 cases.

2. The Debtors are hereby authorized to take such actions as may be necessary and appropriate to vacate the Debtors' leased premises prior to the Rejection Date for a lease of non-residential real property rejected pursuant to these Rejection Procedures without necessity of further order of this Court as provided in this Order or the Rejection Procedures.

3. The Inventory Drawback shall be conducted by the Debtors notwithstanding any restrictive provision of any lease, sublease, restrictive covenant, or other agreement relative to occupancy affecting or purporting to restrict the conduct of the Inventory Drawback and the rejection of leases, abandonment of assets, or "going dark" provisions, and such provisions shall not be enforceable in conjunction with the Inventory Drawback. Breach of any such provisions in these chapter 11 cases in conjunction with the Inventory Drawback shall not constitute a default under a lease or provide a basis to terminate the lease.

4. Approval of the Rejection Procedures and this Order will not prevent the Debtors from seeking to reject a Contract by separate motion or pursuant to a chapter 11 plan.

5. The following Assumption Procedures are approved in connection with assuming and assuming and assigning Contracts:

a. ***Assumption Notice***. The Debtors shall file a notice, substantially in the form annexed as Annex 2 to the Order (the "Assumption Notice"), indicating the Debtors' intent to assume or assume and assign a Contract or Contracts pursuant to section 365 of the Bankruptcy Code, which shall set forth, among other things: (i) the Contract or Contracts to be assumed or assumed and assigned; (ii) the Debtor or Debtors party to such Contract; (iii) the names and addresses of the counterparties to such Contracts (each an "Assumption Counterparty"); (iv) the identity of the proposed assignee of such Contracts (the "Assignee"), if applicable; (v) the proposed effective date of the assumption for each such Contract (the "Assumption Date"); (vi) the proposed cure amount, if any, for each such Contract; (vii) a description of any material amendments to the Contract made outside of the ordinary course of business; and (viii) the deadlines and procedures for filing objections to the Assumption Notice (as set forth below). The Assumption Notice may list multiple Contracts; *provided* that the number of counterparties to Contracts listed on each Assumption Notice shall be limited to no more than 100.

b. ***Service of the Assumption Notice and Evidence of Adequate Assurance***. The Debtors will cause the Assumption Notice to be served by (i) overnight delivery upon the Assumption Counterparties affected by the Assumption Notice and each Assignee, if applicable, at the address set forth in the notice provision of the applicable Contract (and upon the Assumption Counterparties' counsel, if known) and (ii) first class mail, email, or fax upon the Master Notice Parties.[5]

c. ***Objection Procedures***. Parties objecting to a proposed assumption or assumption and assignment (including as to the cure amount), as applicable, of a Contract must file and serve a written objection[6] so that such objection is filed with the Court no later than fourteen (14) days after the date the Debtors file and serve the relevant Assumption Notice and promptly serve such objection on the Objection Service Parties.

d. ***No Objection***. If no objection to the assumption or assumption and assignment of any Contract is timely filed, each Contract shall be assumed or assumed and assigned as of the Assumption Date set forth in the applicable Assumption Notice or such other date as the Debtors and the applicable Assumption Counterparties agree, and the proposed cure amount shall be binding on all counterparties to such Contract, and no amount in excess thereof shall be paid for cure purposes.

e. ***Unresolved Timely Objection***. If an objection to an Assumption Notice is timely filed and properly served as specified above and not withdrawn or resolved, the Debtors shall request the Court schedule a hearing on such objection and shall provide at least ten (10) days' notice of such hearing to the applicable Assumption Counterparty and the other Objection Service Parties. If such objection is overruled or withdrawn, such Contract shall be assumed or assumed and assigned as of the Assumption Date set forth in the Assumption Notice or such other date to which the Debtors and the counterparty to such Contract have agreed, or as ordered by the Court.

f. ***Modifications of Assumption Notice***. The Debtors reserve the right to remove any Contract from an Assumption Notice at any time prior to the Assumption Date (including, without limitation, upon the failure of any proposed assumption and assignment to close).

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5 The Debtors shall serve (by electronic mail, if requested) a counterparty to a Contract to be assumed or assumed and assigned under the Contract Procedures with evidence of adequate assurance as soon as reasonably practicable upon such counterparty's written request to the Debtors' proposed counsel.

6 An objection to the assumption or assumption and assignment of any particular Contract listed on an Assumption Notice shall not constitute an objection to the assumption and/or assignment of any other Contract listed on such Assumption Notice.

6. With regard to Contracts to be assigned, pursuant to sections 105(a) and 363(f) of the Bankruptcy Code, the assignment of any Contract shall: (a) be free and clear of (i) all liens (and any liens shall attach to the proceeds of such assignment in the same order and priority subject to all existing defenses, claims, setoffs, and rights) and (ii) any and all claims (as that term is defined in section 101(5) of the Bankruptcy Code), obligations, demands, guaranties of or by the Debtors, debts, rights, contractual commitments, restrictions, interests, and matters of any kind and nature, whether arising prior to or subsequent to the commencement of these chapter 11 cases, and whether imposed by agreement, understanding, law, equity, or otherwise (including, without limitation, claims, and encumbrances (A) that purport to give to any party a right or option to effect any forfeiture, modification, or termination of the interest of any Debtor or Assignee, as the case may be, in the Contract(s), or (B) in respect of any taxes; and (b) constitute a legal, valid, and effective transfer of such Contracts and vest the applicable Assignee with all rights, titles, and interests to the applicable Contracts). For the avoidance of doubt, all provisions of the applicable assigned Contract, including any provision limiting assignment, shall be binding on the applicable Assignee.

7. Subject to and conditioned upon the occurrence of a closing with respect to the assumption and assignment of any Contract, and subject to the other provisions of this Order (including the aforementioned Assumption Procedures), the Debtors are hereby authorized in accordance with sections 365(b) and (f) of the Bankruptcy Code to (a) assume and assign to any Assignees the applicable Contracts, with any applicable Assignee being responsible only for the post-closing liabilities under the applicable Contracts except as otherwise provided for in this Order and (b) execute and deliver to any applicable Assignee such assignment documents as may be reasonably necessary to sell, assign, and transfer such Contract. For the avoidance of doubt,

the occurrence of a closing with respect to the assumption and assignment of any Contract shall mean the date on which such assumption and assignment is effective.

8. The Debtors' right to assert that any provisions in the Contract that expressly or effectively restrict, prohibit, condition, or limit the assignment of or the effectiveness of the Contract to an Assignee are unenforceable anti-assignment or *ipso facto* clauses is fully reserved.

9. The Assignee shall have no liability or obligation with respect to defaults relating to the assigned Contracts arising, accruing, or relating to a period prior to the applicable closing date.

10. The Debtors are hereby authorized, pursuant to section 363(b) of the Bankruptcy Code, to enter into the consensual amendments as set forth in an Assumption Notice.

11. The Debtors are authorized to issue postpetition checks, or to effect postpetition fund transfer requests, in replacement of any checks or fund transfer requests that are dishonored as a consequence of these chapter 11 cases with respect to prepetition amounts owed in connection with any Inventory Drawback.

12. Approval of the Contract Procedures and this Order will not prevent the Debtors from seeking to reject, assume, or assume and assign a Contract by separate motion.

13. The 14-day stay required of any assignment of any Contract pursuant to Bankruptcy Rule 6006(d) is hereby waived.

14. Notwithstanding the relief granted in this Order and any actions taken pursuant to such relief, nothing in this Order shall be deemed: (a) an admission as to the amount of, basis for, or validity of any claim against a Debtor entity under the Bankruptcy Code or other applicable nonbankruptcy law; (b) a waiver of the Debtors' or any other party in interest's right to dispute any claim on any grounds; (c) a promise or requirement to pay any claim; (d) an implication or admission that any particular claim is of a type specified or defined in the Motion or this Order or

a finding that any particular claim is an administrative expense claim or other priority claim; (e) a request or authorization to assume, adopt, or reject any agreement, contract, or lease pursuant to section 365 of the Bankruptcy Code; (f) an admission as to the validity, priority, enforceability, or perfection of any lien on, security interest in, or other encumbrance on property of the Debtors' estates; (g) a waiver or limitation of the Debtors' or any other party in interest's rights under the Bankruptcy Code or any other applicable law; or (h) a concession by the Debtors that any liens (contractual, common law, statutory, or otherwise) that may be satisfied pursuant to the relief authorized in this Order are valid, and the rights of all parties in interest are expressly reserved to contest the extent, validity, or perfection or seek avoidance of all such liens.

15. All rights and defenses of the Debtors are preserved, including all rights and defenses of the Debtors with respect to a claim for damages arising as a result of a Contract rejection, including any right to assert an offset, recoupment, counterclaim, or deduction. In addition, nothing in this Order or the Motion shall limit the Debtors' ability to subsequently assert that any particular Contract is terminated and is no longer an executory contract or unexpired lease.

16. Notice of the Motion satisfies the requirements of Bankruptcy Rule 6004(a) and the Bankruptcy Local Rules are satisfied by such notice.

17. Notwithstanding Bankruptcy Rule 6004(h), the terms and conditions of this Order are immediately effective and enforceable upon its entry.

18. The Debtors are authorized to take all actions necessary to effectuate the relief granted in this Order in accordance with the Motion, the Rejection Notice, and the Assumption Notice, as applicable.

19. This Court retains exclusive jurisdiction with respect to all matters arising from or related to the implementation, interpretation, and enforcement of this Order.

Dated: ____________, 2020
Houston, Texas

______________________________________
UNITED STATES BANKRUPTCY JUDGE

# Annex 1

**Proposed Rejection Notice**

**IN THE UNITED STATES BANKRUPTCY COURT**
**SOUTHERN DISTRICT OF TEXAS**
**HOUSTON DIVISION**

| | | |
|---|---|---|
| In re: | ) | Chapter 11 |
| TAILORED BRANDS, INC., *et al.*,[1] | ) | Case No. 20-33900 (MI) |
| Debtors. | ) | (Joint Administration Requested) |
| | ) | **Re: Docket No. _____** |

**[NUMBER] NOTICE OF REJECTION OF [A] CERTAIN EXECUTORY CONTRACT[S] [AND/OR UNEXPIRED LEASES]**

**PARTIES RECEIVING THIS NOTICE SHOULD LOCATE THEIR NAMES AND THEIR CONTRACTS OR LEASES ON SCHEDULE 2 ATTACHED HERETO AND READ THE CONTENTS OF THIS NOTICE CAREFULLY.**

**PLEASE TAKE NOTICE** that on [____________], 2020, the United States Bankruptcy Court for the Southern District of Texas (the "Court") entered an order on the motion (the "Motion")[2] of debtors and debtors in possession (the "Debtors") (i) authorizing and approving procedures to reject, assume, or assume and assign executory contracts and unexpired leases and (ii) granting related relief [Docket No. ____] (the "Procedures Order"), attached hereto as **Schedule 1**.

**PLEASE TAKE FURTHER NOTICE** that, pursuant to the Procedures Order and by this written notice (this "Rejection Notice"), the Debtors hereby notify you that they have determined, in the exercise of their business judgment, that each Contract set forth on **Schedule 2** attached hereto is

1 A complete list of each of the Debtors in these chapter 11 cases may be obtained on the website of the Debtors' proposed claims and noticing agent at http://cases.primeclerk.com/TailoredBrands. The location of the Debtors' service address in these chapter 11 cases is: 6100 Stevenson Boulevard, Fremont, California 94538.

2 Capitalized terms used but not otherwise defined herein have the meanings ascribed to them in the Motion.

hereby rejected effective as of the date (the "Rejection Date") set forth in **Schedule 2**, or such other date to which the Debtors and the counterparty or counterparties to any such Contract agree.

**PLEASE TAKE FURTHER NOTICE** that parties seeking to object to the proposed rejection of any of the Contracts must file and serve a written objection so that such objection is filed with the Court on the docket of the Debtors' chapter 11 cases and is ***actually received*** by the following parties no later than 14 days after the date that the Debtors served this Notice: (i) the Debtors, 6100 Stevenson Boulevard, Fremont, California 94538, Attn: A. Alexander Rhodes; (ii) proposed counsel to the Debtors, Kirkland & Ellis LLP, 601 Lexington Avenue, New York, New York 10022, Attn: Joshua A. Sussberg, P.C. and Aparna Yenamandra; (iii) proposed co-counsel to the Debtors, Jackson Walker LLP, 1401 McKinney, Suite 1900, Houston, Texas, 77010, Attn: Matthew D. Cavenaugh and Victoria Argeroplos; (iv) the United States Trustee, 515 Rusk, Suite 3516, Houston, Texas 77002, Attn: Hector Duran and Stephen Statham; (v) counsel to any statutory committee appointed in these chapter 11 cases; (vi) counsel to Prepetition ABL Agent and the DIP Agent, (a) Morgan Lewis & Bockius LLP, One Federal Street, Boston, Massachusetts 02110, Attn: Matthew F. Furlong, Julia Frost-Davies and Christopher L. Carter, and (b) Winstead PC, 600 Travis Street, Suite 5200, Houston, Texas 77002, Attn: Sean Davis; (vii) counsel to the term lenders under the Debtors' prepetition term loan facility, Gibson, Dunn & Crutcher LLP, 200 Park Avenue, New York, New York 10166, Attn: Scott J. Greenberg and Jeremy D. Evans; (viii) counsel to the indenture trustee for The Men's Wearhouse, Inc. 7.00% Senior Notes due 2022, Emmett, Marvin & Martin LLP, 120 Broadway, 32 Floor, New York, New York 10271, Attn: Elizabeth M. Clark, Esq; and (ix) where known, upon any third parties that may, to the best of the Debtors' knowledge, have a known interest in the Debtors' personal property located on the Debtors' leased premises.

**PLEASE TAKE FURTHER NOTICE** that, absent an objection being timely filed, the rejection of each Contract shall become effective on the applicable Rejection Date set forth in **Schedule 2** or such other date to which the Debtors and the counterparty or counterparties to such Contract agree.[3]

**PLEASE TAKE FURTHER NOTICE** that, if an objection to the rejection of any Contract is timely filed and not withdrawn or resolved, the Debtors shall file a notice for a hearing to consider the objection for the Contract or Contracts to which such objection relates. If such objection is overruled or withdrawn, such Contract or Contracts shall be rejected as of the applicable Rejection Date set forth in **Schedule 2** or such other date to which the Debtors and the counterparty or counterparties to any such Contract agree.

**PLEASE TAKE FURTHER NOTICE** that, pursuant to the terms of the Procedures Order, if the Debtors have deposited monies with a Contract counterparty as a security deposit or other arrangement, the Contract counterparty may not set off or recoup or otherwise use such monies without further order of the Court, unless the Debtors and the counterparty or counterparties to such Contracts otherwise agree.

**PLEASE TAKE FURTHER NOTICE** that, absent timely objection, any personal property of the Debtors that is listed and described in **Schedule 2** shall be deemed abandoned as of the Rejection Date.

**PLEASE TAKE FURTHER NOTICE** that, to the extent you wish to assert a claim with respect to rejection of your Contract or Contracts, you must do so by the later of (a) the claims bar

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[3] An objection to the rejection of any particular Contract listed in this Rejection Notice shall not constitute an objection to the rejection of any other contract or lease listed in this Rejection Notice. Any objection to the rejection of any particular Contract listed in this Rejection must state with specificity the Contract to which it is directed. For each particular Contract whose rejection is not timely or properly objected to, such rejection will be effective in accordance with this Rejection Notice and the Order.

date established in these chapter 11 cases, if any, and (b) thirty (30) days after the later of (A) the Rejection Objection Deadline, if no objection is filed and (B) the date that all such filed objections have either been overruled or withdrawn. IF YOU FAIL TO TIMELY SUBMIT A PROOF OF CLAIM IN THE APPROPRIATE FORM BY THE DEADLINE SET FORTH HEREIN, YOU WILL BE FOREVER BARRED, ESTOPPED, AND ENJOINED FROM (1) ASSERTING SUCH CLAIM AGAINST ANY OF THE DEBTORS AND THEIR CHAPTER 11 ESTATES, (2) VOTING ON ANY CHAPTER 11 PLAN OF REORGANIZATION FILED IN THESE CASES ON ACCOUNT OF SUCH CLAIM, AND (3) PARTICIPATING IN ANY DISTRIBUTION IN THE DEBTORS' CHAPTER 11 CASES ON ACCOUNT OF SUCH CLAIM.

[*Remainder of page intentionally left blank.*]

Houston, Texas
________, 2020

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Kristhy Peguero (TX Bar No. 24102776)
Veronica A. Polnick (TX Bar No. 24079148)
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**Schedule 1**

**Procedures Order**

# Schedule 2

## Rejected Contracts

# Annex 2

## Proposed Assumption Notice

**IN THE UNITED STATES BANKRUPTCY COURT**
**SOUTHERN DISTRICT OF TEXAS**
**HOUSTON DIVISION**

| | | |
|---|---|---|
| In re: | ) | Chapter 11 |
| | ) | |
| TAILORED BRANDS, INC., *et al.*,[1] | ) | Case No. 20-33900 (MI) |
| | ) | |
| Debtors. | ) | (Joint Administration Requested) |
| | ) | |

**[NUMBER] NOTICE OF ASSUMPTION**
**OR ASSUMPTION AND ASSIGNMENT OF [A]**
**CERTAIN EXECUTORY CONTRACT[S] [AND/OR UNEXPIRED LEASES]**

**PARTIES RECEIVING THIS NOTICE SHOULD LOCATE THEIR NAMES AND THEIR CONTRACTS OR LEASES ON SCHEDULE 2 ATTACHED HERETO AND READ THE CONTENTS OF THIS NOTICE CAREFULLY.**

**PLEASE TAKE NOTICE** that on [____________], 2020, the United States Bankruptcy Court for the Southern District of Texas (the "Bankruptcy Court") entered an order on the motion (the "Motion")[2] of debtors and debtors in possession (the "Debtors") (i) authorizing and approving procedures to reject, assume, or assume and assign executory contracts and unexpired leases and (ii) granting related relief [Docket No. ____] (the "Procedures Order"), attached hereto as **Schedule 1**.

**PLEASE TAKE FURTHER NOTICE** that, pursuant to the Procedures Order and by this written notice (this "Assumption Notice"), the Debtors hereby notify you that they have determined, in the exercise of their business judgment, that each Contract set forth on **Schedule 2** attached hereto is hereby assumed or assumed and assigned, as applicable, effective as of the date

[1] A complete list of each of the Debtors in these chapter 11 cases may be obtained on the website of the Debtors' proposed claims and noticing agent at http://cases.primeclerk.com/TailoredBrands. The location of the Debtors' service address in these chapter 11 cases is: 6100 Stevenson Boulevard, Fremont, California 94538.

[2] Capitalized terms used but not otherwise defined herein have the meanings ascribed to them in the Motion.

(the "Assumption Date") set forth in **Schedule 2**, or such other date as the Debtors and the counterparty or counterparties to any such Contract agree.

**PLEASE TAKE FURTHER NOTICE** that the Debtor or Assignee, as applicable, has the financial wherewithal to meet all future obligations under the Contract, which may be evidenced upon written request by the counterparty to the Contract,[3] thereby demonstrating that the Debtor or Assignee, as applicable, has the ability to comply with the requirements of adequate assurance of future performance.[4]

**PLEASE TAKE FURTHER NOTICE** that parties seeking to object to the proposed assumption or assumption and assignment of any of the Contracts must file and serve a written objection so that such objection is filed with the Court on the docket of the Debtors' chapter 11 cases and is ***actually received*** by the following parties no later than 14 days after the date that the Debtors served this Notice: (i) the Debtors, 6100 Stevenson Boulevard, Fremont, California 94538, Attn: A. Alexander Rhodes; (ii) proposed counsel to the Debtors, Kirkland & Ellis LLP, 601 Lexington Avenue, New York, New York 10022, Attn: Joshua A. Sussberg, P.C. and Aparna Yenamandra; (iii) proposed co-counsel to the Debtors, Jackson Walker LLP, 1401 McKinney, Suite 1900, Houston, Texas, 77010, Attn: Matthew D. Cavenaugh and Victoria Argeroplos; (iv) the United States Trustee, 515 Rusk, Suite 3516, Houston, Texas 77002, Attn: Hector Duran and Stephen Statham; (v) counsel to any statutory committee appointed in these chapter 11 cases; (vii) counsel to the term lenders under the Debtors' prepetition term loan facility, Gibson, Dunn & Crutcher LLP, 200 Park Avenue, New York, New York 10166, Attn: Scott J. Greenberg

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3 To the extent the Debtors seek to assume and assign a lease of non-residential real property, the Debtors will cause evidence of adequate assurance of future performance to be served with the Assumption Notice by overnight delivery upon the Assumption Counterparties affected by the Assumption Notice.

4 The Debtors shall serve the counterparty to the Contract with evidence of adequate assurance upon such counterparty's written request to Debtors' counsel.

(sgreenberg@gibsondunn.com) and Jeremy D. Evans (jevans@gibsondunn.com); (vii) counsel to the Prepetition ABL Agent and the DIP Agent, (a) Morgan Lewis & Bockius LLP, One Federal Street, Boston, Massachusetts 02110, Attn: Matthew F. Furlong, Julia Frost-Davies and Christopher L. Carter, and (b) Winstead PC, 600 Travis Street, Suite 5200, Houston, Texas 77002, Attn: Sean Davis; (viii) counsel to the indenture trustee for The Men's Wearhouse, Inc. 7.00% Senior Notes due 2022, Emmett, Marvin & Martin LLP, 120 Broadway, 32 Floor, New York, New York 10271, Attn: Elizabeth M. Clark, Esq.

**PLEASE TAKE FURTHER NOTICE** that, absent an objection being timely filed, the assumption or assumption and assignment of each Contract shall become effective on the applicable Assumption Date set forth in **Schedule 2** or such other date to which the Debtors and the counterparty or counterparties to such Contract agree.[5]

**PLEASE TAKE FURTHER NOTICE** that, the proposed cure amount under the Contract is set forth in **Schedule 2**. If a written objection to the proposed cure amount is not timely filed, then the cure amount shall be binding on all parties and no amount in excess thereof shall be paid for cure purposes.

**PLEASE TAKE FURTHER NOTICE** that if an objection to the assumption or assumption and assignment of any Contract is timely filed and not withdrawn or resolved, the Debtors shall file a notice for a hearing to consider the objection for the Contract or Contracts to which such objection relates. If such objection is overruled or withdrawn, such Contract or

[5] An objection to the assumption and/or assignment of any particular Contract or cure amount listed in this Assumption Notice shall not constitute an objection to the assumption and/or assignment of any other contract or lease listed in this Assumption Notice. Any objection to the assumption and/or assignment of any particular Contract or cure amount listed in this Assumption Notice must state with specificity the Contract to which it is directed. For each particular Contract whose assumption and/or assignment is not timely or properly objected to, such assumption and/or assignment will be effective in accordance with this Assumption Notice and the Procedures Order.

Contracts shall be assumed or assumed and assigned as of the Assumption Date set forth in **Schedule 2** or such other date as the Debtors and the counterparty or counterparties to such Contract agree.

[*Remainder of page intentionally left blank.*]

Houston, Texas
_______, 2020

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Kristhy Peguero (TX Bar No. 24102776)
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# **Schedule 1**

## **Procedures Order**

**Schedule 2**

**Assumed Contracts**

**IN THE UNITED STATES BANKRUPTCY COURT**
**SOUTHERN DISTRICT OF TEXAS**
**HOUSTON DIVISION**

| | | |
|---|---|---|
| In re: | ) | Chapter 11 |
| TAILORED BRANDS, INC., *et al.*,[1] | ) | Case No. 20-33900 (MI) |
| Debtors. | ) | (Joint Administration Requested) |
| | ) | **Re: Docket No. _____** |

**ORDER (I) AUTHORIZING AND APPROVING PROCEDURES TO REJECT, ASSUME, OR ASSUME AND ASSIGN EXECUTORY CONTRACTS AND UNEXPIRED LEASES AND (II) GRANTING RELATED RELIEF**

Upon the motion (the "Motion")[2] of the above-captioned debtors and debtors in possession (collectively, the "Debtors") for entry of an order (this "Order") authorizing and approving the Contract Procedures for rejecting, assuming, or assuming and assigning executory contracts and unexpired leases, all as more fully set forth in the Motion; and upon the First Day Declaration; and this Court having jurisdiction over this matter pursuant to 28 U.S.C. § 1334; and this Court having found that this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2); and this Court having found that it may enter a final order consistent with Article III of the United States Constitution; and this Court having found that venue of this proceeding and the Motion in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and this Court having found that the relief requested in the Motion is in the best interests of the Debtors' estates, their creditors, and other parties in interest; and this Court having found that the Debtors' notice of the Motion and opportunity for a hearing on the Motion were appropriate under the circumstances and no other notice need be provided; and this

[1] A complete list of each of the Debtors in these chapter 11 cases may be obtained on the website of the Debtors' proposed claims and noticing agent at http://cases.primeclerk.com/TailoredBrands. The location of the Debtors' service address in these chapter 11 cases is: 6100 Stevenson Boulevard, Fremont, California 94538.

[2] Capitalized terms used but not defined herein have the meanings given to such terms in the Motion.

Court having reviewed the Motion and having heard the statements in support of the relief requested therein at a hearing before this Court (the "Hearing"); and this Court having determined that the legal and factual bases set forth in the Motion and at the Hearing establish just cause for the relief granted herein; and upon all of the proceedings had before this Court; and after due deliberation and sufficient cause appearing therefor, it is HEREBY ORDERED THAT:

1. The following Rejection Procedures are approved in connection with rejecting Contracts:

a. ***Rejection Notice***. The Debtors shall file a notice substantially in the form annexed as Annex 1 to the Order (the "Rejection Notice"), to reject a Contract or Contracts pursuant to section 365 of the Bankruptcy Code, which Rejection Notice shall set forth, among other things: (i) the Contract or Contracts to be rejected; (ii) the Debtor or Debtors party to such Contract; (iii) the names and addresses of the counterparties to such Contracts (each a "Rejection Counterparty"); (iv) the proposed effective date of rejection for such Contracts, which, for non-residential real property leases, shall be the later of (a) the proposed effective date of the rejection for such Contract, or (b) if applicable, the date upon which the Debtors ~~in writing (email sufficient)~~ surrender the premises to the landlord and return the keys, key codes, or security codes, as applicable (the "Rejection Date"); (v) if any such Contract is a lease, the personal property to be abandoned (the "Abandoned Property"), if any, and an estimate of the book value of such property, if practicable; and (vi) the deadlines and procedures for filing objections to the Rejection Notice (as set forth below). The Rejection Notice may list multiple Contracts, *provided* that the number of counterparties to Contracts listed on each Rejection Notice shall be limited to no more than 100.

b. ***Service of the Rejection Notice***. The Debtors will cause the Rejection Notice to be served by: (i) overnight delivery service upon the Rejection Counterparties affected by the Rejection Notice at the notice address provided in the applicable Contract (and upon such Rejection Counterparty's counsel, if known) ~~at least five (5) days prior to the Rejection Date~~; and (ii) first class mail, email, or fax, upon (A) the United States Trustee for the Southern District of Texas; (B) counsel to the Prepetition ABL Agent and the DIP Agent; (C) counsel to the term lenders under the Debtors' prepetition term loan facility; (D) the holders of the 30 largest unsecured claims against the Debtors (on a consolidated basis); (E) the United States Attorney's Office for the Southern District of Texas; (F) the Internal Revenue Service; (G) the state attorneys general for all states in which the Debtors conduct business; ~~and~~ (H) any party that has requested notice pursuant to Bankruptcy Rule 2002 (collectively, the "Master Notice Parties")**; and (I) where known, upon any third parties that may, to the**

**best of the Debtors' knowledge, have a known interest in the Debtors' personal property located on the Debtors' leased premises**.

c. ***Objection Procedures***. Parties objecting to a proposed rejection must file and serve a written objection[3] so that such objection is filed with the Court on the docket of the Debtors' chapter 11 cases and is ***actually received*** by the following parties (collectively, the "Objection Service Parties") no later than fourteen (14) days after the date the Debtors file and serve the relevant Rejection Notice (the "Rejection Objection Deadline"): (i) the Debtors, 6100 Stevenson Boulevard, Fremont, California 94538, Attn: A. Alexander Rhodes; (ii) proposed counsel to the Debtors, Kirkland & Ellis LLP, 601 Lexington Avenue, New York, New York 10022, Attn: Joshua A. Sussberg, P.C. and Aparna Yenamandra; (iii) proposed co-counsel to the Debtors, Jackson Walker LLP, 1401 McKinney, Suite 1900, Houston, Texas, 77010, Attn: Matthew D. Cavenaugh and Victoria Argeroplos; (iv) the United States Trustee, 515 Rusk, Suite 3516, Houston, Texas 77002, Attn: Hector Duran and Stephen Statham; (v) counsel to any statutory committee appointed in these chapter 11 cases; (vi) counsel to the Prepetition ABL Agent and the DIP Agent, (a) Morgan Lewis & Bockius LLP, One Federal Street, Boston, Massachusetts 02110, Attn: Matthew F. Furlong, Julia Frost-Davies and Christopher L. Carter, and (b) Winstead PC, 600 Travis Street, Suite 5200, Houston, Texas 77002, Attn: Sean Davis; (vii) counsel to the term lenders under the Debtors' prepetition term loan facility, Gibson, Dunn & Crutcher LLP, 200 Park Avenue, New York, New York 10166, Attn: Scott J. Greenberg (sgreenberg@gibsondunn.com) and Jeremy D. Evans (jevans@gibsondunn.com); and (viii) counsel to the indenture trustee for The Men's Wearhouse, Inc. 7.00% Senior Notes due 2022, Emmett, Marvin & Martin LLP, 120 Broadway, 32 Floor, New York, New York 10271, Attn: Elizabeth M. Clark, Esq.

d. ***No Objection Timely Filed***. If no objection to the rejection of any Contract is timely filed, each Contract listed in the applicable Rejection Notice shall be rejected as of the applicable Rejection Date set forth in the Rejection Notice or such other date to which the Debtors and the applicable Rejection Counterparty agree; *provided* that the Rejection Date for a rejection of a lease of non-residential real property shall not occur until the later of (i) the Rejection Date set forth in the Rejection Notice ~~and~~**, or** (ii) **if applicable,** the date **upon which** the Debtors ~~relinquish control of the premises by notifying the affected landlord in writing of the Debtors'~~ surrender ~~of~~ the premises ~~and (A) turning over~~**to the landlord and return the** keys, key codes, ~~and security codes, if any, to the affected landlord or (B) notifying the affected landlord in writing that the keys, key codes, and security codes, if any, are not available but the landlord may rekey the leased premises;~~

[3] ~~The Debtors are not seeking relief under the Lease Rejection Motion at the first day hearing.~~ An objection to the rejection of a particular Contract listed on a Rejection Notice shall not constitute an objection to the rejection of any other Contract listed on such Rejection Notice.

~~*provided* that the Rejection Date for a lease of non-residential real property rejected pursuant to these Rejection Procedures shall not occur earlier than the date the Debtors filed and served the applicable Rejection Notice~~**or security codes, as applicable**.

e. ***Unresolved Timely Objection***. If an objection to a Rejection Notice is timely filed and properly served as specified above and not withdrawn or resolved, the Debtors shall request the Court schedule a hearing on such objection and shall provide at least ten (10) days' notice of such hearing to the applicable Rejection Counterparty and the other Objection Service Parties. If such objection is overruled or withdrawn, such Contract shall be rejected as of the applicable Rejection Date set forth in the applicable Rejection Notice or such other date to which the Debtors and the applicable Rejection Counterparty have agreed or that is ordered by the Court. In the case of a rejection of a lease of non-residential real property, such rejection shall not occur until the later of (i) the Rejection Date set forth in the Rejection Notice, (ii) **if applicable,** the date **upon which** the Debtors ~~relinquished control of the premises by notifying the affected landlord in writing of the Debtors'~~ surrender ~~of~~ the premises **to the landlord** and ~~(A) turning over~~**return the** keys, key codes, ~~and security codes, if any, to the affected landlord or (B) notifying the affected landlord in writing that the keys, key codes, and security codes, if any, are not available, but the landlord may rekey the leased premises~~**or security codes, as applicable**, and (iii) such other date to which the Debtors and the applicable Rejection Counterparty have agreed or that is ordered by the Court~~; *provided* that the Rejection Date for a lease of non-residential real property rejected pursuant to these Rejection Procedures shall not occur earlier than the date the Debtors filed and served the applicable Rejection Notice~~.

f. ***Deposits***. If the Debtors have deposited monies with a Rejection Counterparty as a security deposit or other arrangement, such Rejection Counterparty may not set off or recoup or otherwise use such deposit without the prior approval of the Court, unless the Debtors and the applicable Rejection Counterparty otherwise agree.

g. ***Modifications to Rejection Notice***. The Debtors reserve the right to remove any Contract from a Rejection Notice at any time prior to the Rejection Date.

h. ***Abandoned Property***. The Debtors are authorized, but not directed, at any time on or before the applicable Rejection Date, to remove or abandon any of the Debtors' personal property that may be located on the Debtors' leased premises that pertain to a rejected Contract. The Debtors shall generally describe the property in the Rejection Notice and their intent to abandon such property. Absent a timely objection, any and all property located on the Debtors' leased premises on the Rejection Date of the applicable lease of non-residential real property shall be deemed abandoned pursuant to section 554 of the Bankruptcy Code, as is, effective as of the

Rejection Date. Landlords may, in their sole discretion and without further notice or order of the Court, utilize and/or dispose of such Abandoned Property without liability to the Debtors or third parties and, to the extent applicable, the automatic stay is modified to allow such disposition.[4] The rights of the counterparty to each Contract to assert claims for the disposition of the Abandoned Property are reserved, as are all parties' rights to object to such claims.

i. ***Proofs of Claim***. Claims arising out of the rejection of Contracts, if any, must be filed on or before the later of (i) the deadline for filing proofs of claim established in these chapter 11 cases, if any, and (ii) thirty (30) days after the later of (A) the Rejection Objection Deadline, if no objection is filed, and (B) the date that all such filed objections have either been overruled or withdrawn. If no proof of claim is timely filed, such claimant shall be forever barred from asserting a claim for damages arising from the rejection and from participating in any distributions on such a claim that may be made in connection with these chapter 11 cases.

2. The Debtors are hereby authorized to take such actions as may be necessary and appropriate to vacate the Debtors' leased premises prior to the Rejection Date for a lease of non-residential real property rejected pursuant to these Rejection Procedures without necessity of further order of this Court as provided in this Order or the Rejection Procedures.

3. The Inventory Drawback shall be conducted by the Debtors notwithstanding any restrictive provision of any lease, sublease, restrictive covenant, or other agreement relative to occupancy affecting or purporting to restrict the conduct of the Inventory Drawback and the rejection of leases, abandonment of assets, or "going dark" provisions, and such provisions shall not be enforceable in conjunction with the Inventory Drawback. Breach of any such provisions in these chapter 11 cases in conjunction with the Inventory Drawback shall not constitute a default under a lease or provide a basis to terminate the lease.

4. Approval of the Rejection Procedures and this Order will not prevent the Debtors from seeking to reject a Contract by separate motion or pursuant to a chapter 11 plan.

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4 If the Rejection Date specified on the Rejection Notice predated the removal of any property not otherwise generally described in the abandonment schedule to the Rejection Notice, the Rejection Date will not become

5. The following Assumption Procedures are approved in connection with assuming and assuming and assigning Contracts:

a. ***Assumption Notice***. The Debtors shall file a notice, substantially in the form annexed as Annex 2 to the Order (the "Assumption Notice"), indicating the Debtors' intent to assume or assume and assign a Contract or Contracts pursuant to section 365 of the Bankruptcy Code, which shall set forth, among other things: (i) the Contract or Contracts to be assumed or assumed and assigned; (ii) the Debtor or Debtors party to such Contract; (iii) the names and addresses of the counterparties to such Contracts (each an "Assumption Counterparty"); (iv) the identity of the proposed assignee of such Contracts (the "Assignee"), if applicable; (v) the proposed effective date of the assumption for each such Contract (the "Assumption Date"); (vi) the proposed cure amount, if any, for each such Contract; (vii) a description of any material amendments to the Contract made outside of the ordinary course of business; and (viii) the deadlines and procedures for filing objections to the Assumption Notice (as set forth below). The Assumption Notice may list multiple Contracts; *provided* that the number of counterparties to Contracts listed on each Assumption Notice shall be limited to no more than 100.

**b.** ~~a.~~ ***Service of the Assumption Notice and Evidence of Adequate Assurance***. The Debtors will cause the Assumption Notice to be served by (i) overnight delivery upon the Assumption Counterparties affected by the Assumption Notice and each Assignee, if applicable, at the address set forth in the notice provision of the applicable Contract (and upon the Assumption Counterparties' counsel, if known) and (ii) first class mail, email, or fax upon the Master Notice Parties~~. To the extent the Debtors seek to assume and assign a lease of non-residential real property, the Debtors will cause evidence of adequate assurance of future performance to be served with the Assumption Notice by overnight delivery upon the Assumption Counterparties affected by the Assumption Notice at the address set forth in the notice provision of the applicable Contract (and upon the Assumption Counterparties' counsel, if known, by electronic mail)~~.[5]

**c.** ~~b.~~ ***Objection Procedures***. Parties objecting to a proposed assumption or assumption and assignment (including as to the cure amount), as applicable, of a Contract must file and serve a written

effective until the date such property is removed from the premises.

5 The Debtors shall serve (by electronic mail, if requested) a counterparty to a Contract ~~other than a lease of non-residential real property~~ to be assumed or assumed and assigned under the Contract Procedures with evidence of adequate assurance as soon as reasonably practicable upon such counterparty's written request to the Debtors' proposed counsel.

objection[6] so that such objection is filed with the Court no later than fourteen (14) days after the date the Debtors file and serve the relevant Assumption Notice and promptly serve such objection on the Objection Service Parties.

**d.** ~~c.~~ ***No Objection***. If no objection to the assumption or assumption and assignment of any Contract is timely filed, each Contract shall be assumed or assumed and assigned as of the Assumption Date set forth in the applicable Assumption Notice or such other date as the Debtors and the applicable Assumption Counterparties agree, and the proposed cure amount shall be binding on all counterparties to such Contract, and no amount in excess thereof shall be paid for cure purposes~~; *provided* that the Assumption Date for a lease of non-residential real property shall not occur earlier than the date the Debtors filed and served the applicable Assumption Notice~~.

**e.** ~~d.~~ ***Unresolved Timely Objection***. If an objection to an Assumption Notice is timely filed and properly served as specified above and not withdrawn or resolved, the Debtors shall request the Court schedule a hearing on such objection and shall provide at least ten (10) days' notice of such hearing to the applicable Assumption Counterparty and the other Objection Service Parties. If such objection is overruled or withdrawn, such Contract shall be assumed or assumed and assigned as of the Assumption Date set forth in the Assumption Notice or such other date to which the Debtors and the counterparty to such Contract have agreed, or as ordered by the Court.

**f.** ~~e.~~ ***Modifications of Assumption Notice***. The Debtors reserve the right to remove any Contract from an Assumption Notice at any time prior to the Assumption Date (including, without limitation, upon the failure of any proposed assumption and assignment to close).

6. With regard to Contracts to be assigned, pursuant to sections 105(a) and 363(f) of the Bankruptcy Code, the assignment of any Contract shall: (a) be free and clear of (i) all liens (and any liens shall attach to the proceeds of such assignment in the same order and priority subject to all existing defenses, claims, setoffs, and rights) and (ii) any and all claims (as that term is defined in section 101(5) of the Bankruptcy Code), obligations, demands, guaranties of or by the Debtors, debts, rights, contractual commitments, restrictions, interests, and matters of any kind

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[6] An objection to the assumption or assumption and assignment of any particular Contract listed on an Assumption Notice shall not constitute an objection to the assumption and/or assignment of any other Contract listed on such Assumption Notice.

and nature, whether arising prior to or subsequent to the commencement of these chapter 11 cases, and whether imposed by agreement, understanding, law, equity, or otherwise (including, without limitation, claims, and encumbrances (A) that purport to give to any party a right or option to effect any forfeiture, modification, or termination of the interest of any Debtor or Assignee, as the case may be, in the Contract(s), or (B) in respect of any taxes; and (b) constitute a legal, valid, and effective transfer of such Contracts and vest the applicable Assignee with all rights, titles, and interests to the applicable Contracts). For the avoidance of doubt, all provisions of the applicable assigned Contract, including any provision limiting assignment, shall be binding on the applicable Assignee.

7. Subject to and conditioned upon the occurrence of a closing with respect to the assumption and assignment of any Contract, and subject to the other provisions of this Order (including the aforementioned Assumption Procedures), the Debtors are hereby authorized in accordance with sections 365(b) and (f) of the Bankruptcy Code to (a) assume and assign to any Assignees the applicable Contracts, with any applicable Assignee being responsible only for the post-closing liabilities under the applicable Contracts except as otherwise provided for in this Order and (b) execute and deliver to any applicable Assignee such assignment documents as may be reasonably necessary to sell, assign, and transfer such Contract. For the avoidance of doubt, the occurrence of a closing with respect to the assumption and assignment of any Contract shall mean the date on which such assumption and assignment is effective.

8. The Debtors' right to assert that any provisions in the Contract that expressly or effectively restrict, prohibit, condition, or limit the assignment of or the effectiveness of the Contract to an Assignee are unenforceable anti-assignment or *ipso facto* clauses is fully reserved.

9. The Assignee shall have no liability or obligation with respect to defaults relating to the assigned Contracts arising, accruing, or relating to a period prior to the applicable closing date.

10. The Debtors are hereby authorized, pursuant to section 363(b) of the Bankruptcy Code, to enter into the consensual amendments as set forth in an Assumption Notice.

11. The Debtors are authorized to issue postpetition checks, or to effect postpetition fund transfer requests, in replacement of any checks or fund transfer requests that are dishonored as a consequence of these chapter 11 cases with respect to prepetition amounts owed in connection with any Inventory Drawback.

12. Approval of the Contract Procedures and this Order will not prevent the Debtors from seeking to reject, assume, or assume and assign a Contract by separate motion.

13. The 14-day stay required of any assignment of any Contract pursuant to Bankruptcy Rule 6006(d) is hereby waived.

14. Notwithstanding the relief granted in this Order and any actions taken pursuant to such relief, nothing in this Order shall be deemed: (a) an admission as to the amount of, basis for, or validity of any claim against a Debtor entity under the Bankruptcy Code or other applicable nonbankruptcy law; (b) a waiver of the Debtors' or any other party in interest's right to dispute any claim on any grounds; (c) a promise or requirement to pay any claim; (d) an implication or admission that any particular claim is of a type specified or defined in the Motion or this Order or a finding that any particular claim is an administrative expense claim or other priority claim; (e) a request or authorization to assume, adopt, or reject any agreement, contract, or lease pursuant to section 365 of the Bankruptcy Code; (f) an admission as to the validity, priority, enforceability, or perfection of any lien on, security interest in, or other encumbrance on property of the Debtors' estates; (g) a waiver or limitation of the Debtors' or any other party in interest's rights under the Bankruptcy Code or any other applicable law; or (h) a concession by the Debtors that any liens (contractual, common law, statutory, or otherwise) that may be satisfied pursuant to the relief

authorized in this Order are valid, and the rights of all parties in interest are expressly reserved to contest the extent, validity, or perfection or seek avoidance of all such liens.

15. All rights and defenses of the Debtors are preserved, including all rights and defenses of the Debtors with respect to a claim for damages arising as a result of a Contract rejection, including any right to assert an offset, recoupment, counterclaim, or deduction. In addition, nothing in this Order or the Motion shall limit the Debtors' ability to subsequently assert that any particular Contract is terminated and is no longer an executory contract or unexpired lease.

16. Notice of the Motion satisfies the requirements of Bankruptcy Rule 6004(a) and the Bankruptcy Local Rules are satisfied by such notice.

17. Notwithstanding Bankruptcy Rule 6004(h), the terms and conditions of this Order are immediately effective and enforceable upon its entry.

18. The Debtors are authorized to take all actions necessary to effectuate the relief granted in this Order in accordance with the Motion, the Rejection Notice, and the Assumption Notice, as applicable.

19. This Court retains exclusive jurisdiction with respect to all matters arising from or related to the implementation, interpretation, and enforcement of this Order.

Dated: ___________, 2020
Houston, Texas

____________________________________
UNITED STATES BANKRUPTCY JUDGE

# Annex 1

## Proposed Rejection Notice

**IN THE UNITED STATES BANKRUPTCY COURT**
**SOUTHERN DISTRICT OF TEXAS**
**HOUSTON DIVISION**

| | | |
|---|---|---|
| In re: | ) | Chapter 11 |
| TAILORED BRANDS, INC., *et al.*,[1] | ) | Case No. 20-33900 (MI) |
| Debtors. | ) | (Joint Administration Requested) |
| | ) | **Re: Docket No. _____** |

**[NUMBER] NOTICE OF REJECTION OF [A] CERTAIN EXECUTORY CONTRACT[S] [AND/OR UNEXPIRED LEASES]**

**PARTIES RECEIVING THIS NOTICE SHOULD LOCATE THEIR NAMES AND THEIR CONTRACTS OR LEASES ON SCHEDULE 2 ATTACHED HERETO AND READ THE CONTENTS OF THIS NOTICE CAREFULLY.**

**PLEASE TAKE NOTICE** that on [____________], 2020, the United States Bankruptcy Court for the Southern District of Texas (the "Court") entered an order on the motion (the "Motion")[2] of debtors and debtors in possession (the "Debtors") (i) authorizing and approving procedures to reject, assume, or assume and assign executory contracts and unexpired leases and (ii) granting related relief [Docket No. ____] (the "Procedures Order"), attached hereto as **Schedule 1**.

**PLEASE TAKE FURTHER NOTICE** that, pursuant to the Procedures Order and by this written notice (this "Rejection Notice"), the Debtors hereby notify you that they have determined, in the exercise of their business judgment, that each Contract set forth on **Schedule 2** attached hereto is hereby rejected effective as of the date (the "Rejection Date") set forth in **Schedule 2**, or such other date to which the Debtors and the counterparty or counterparties to any such Contract agree.

[1] A complete list of each of the Debtors in these chapter 11 cases may be obtained on the website of the Debtors' proposed claims and noticing agent at http://cases.primeclerk.com/TailoredBrands. The location of the Debtors' service address in these chapter 11 cases is: 6100 Stevenson Boulevard, Fremont, California 94538.

**PLEASE TAKE FURTHER NOTICE** that parties seeking to object to the proposed rejection of any of the Contracts must file and serve a written objection so that such objection is filed with the Court on the docket of the Debtors' chapter 11 cases and is ***actually received*** by the following parties no later than 14 days after the date that the Debtors served this Notice: (i) the Debtors, 6100 Stevenson Boulevard, Fremont, California 94538, Attn: A. Alexander Rhodes; (ii) proposed counsel to the Debtors, Kirkland & Ellis LLP, 601 Lexington Avenue, New York, New York 10022, Attn: Joshua A. Sussberg, P.C. and Aparna Yenamandra; (iii) proposed co-counsel to the Debtors, Jackson Walker LLP, 1401 McKinney, Suite 1900, Houston, Texas, 77010, Attn: Matthew D. Cavenaugh and Victoria Argeroplos; (iv) the United States Trustee, 515 Rusk, Suite 3516, Houston, Texas 77002, Attn: Hector Duran and Stephen Statham; (v) counsel to any statutory committee appointed in these chapter 11 cases; (vi) counsel to Prepetition ABL Agent and the DIP Agent, (a) Morgan Lewis & Bockius LLP, One Federal Street, Boston, Massachusetts 02110, Attn: Matthew F. Furlong, Julia Frost-Davies and Christopher L. Carter, and (b) Winstead PC, 600 Travis Street, Suite 5200, Houston, Texas 77002, Attn: Sean Davis; (vii) counsel to the term lenders under the Debtors' prepetition term loan facility, Gibson, Dunn & Crutcher LLP, 200 Park Avenue, New York, New York 10166, Attn: Scott J. Greenberg and Jeremy D. Evans; ~~and~~ (viii) counsel to the indenture trustee for The Men's Wearhouse, Inc. 7.00% Senior Notes due 2022, Emmett, Marvin & Martin LLP, 120 Broadway, 32 Floor, New York, New York 10271, Attn: Elizabeth M. Clark, Esq**; and (ix) where known, upon any third parties that may, to the best of the Debtors' knowledge, have a known interest in the Debtors' personal property located on the Debtors' leased premises**.

**PLEASE TAKE FURTHER NOTICE** that, absent an objection being timely filed, the rejection of each Contract shall become effective on the applicable Rejection Date set forth in

2 Capitalized terms used but not otherwise defined herein have the meanings ascribed to them in the Motion.

**Schedule 2** or such other date to which the Debtors and the counterparty or counterparties to such Contract agree.[3]

**PLEASE TAKE FURTHER NOTICE** that, if an objection to the rejection of any Contract is timely filed and not withdrawn or resolved, the Debtors shall file a notice for a hearing to consider the objection for the Contract or Contracts to which such objection relates. If such objection is overruled or withdrawn, such Contract or Contracts shall be rejected as of the applicable Rejection Date set forth in **Schedule 2** or such other date to which the Debtors and the counterparty or counterparties to any such Contract agree.

**PLEASE TAKE FURTHER NOTICE** that, pursuant to the terms of the Procedures Order, if the Debtors have deposited monies with a Contract counterparty as a security deposit or other arrangement, the Contract counterparty may not set off or recoup or otherwise use such monies without further order of the Court, unless the Debtors and the counterparty or counterparties to such Contracts otherwise agree.

**PLEASE TAKE FURTHER NOTICE** that, absent timely objection, any personal property of the Debtors that is listed and described in **Schedule 2** shall be deemed abandoned as of the Rejection Date.

**PLEASE TAKE FURTHER NOTICE** that, to the extent you wish to assert a claim with respect to rejection of your Contract or Contracts, you must do so by the later of (a) the claims bar date established in these chapter 11 cases, if any, and (b) thirty (30) days after the later of (A) the Rejection Objection Deadline, if no objection is filed and (B) the date that all such filed objections have either

[3] An objection to the rejection of any particular Contract listed in this Rejection Notice shall not constitute an objection to the rejection of any other contract or lease listed in this Rejection Notice. Any objection to the rejection of any particular Contract listed in this Rejection must state with specificity the Contract to which it is directed. For each particular Contract whose rejection is not timely or properly objected to, such rejection will be effective in accordance with this Rejection Notice and the Order.

been overruled or withdrawn. IF YOU FAIL TO TIMELY SUBMIT A PROOF OF CLAIM IN THE APPROPRIATE FORM BY THE DEADLINE SET FORTH HEREIN, YOU WILL BE FOREVER BARRED, ESTOPPED, AND ENJOINED FROM (1) ASSERTING SUCH CLAIM AGAINST ANY OF THE DEBTORS AND THEIR CHAPTER 11 ESTATES, (2) VOTING ON ANY CHAPTER 11 PLAN OF REORGANIZATION FILED IN THESE CASES ON ACCOUNT OF SUCH CLAIM, AND (3) PARTICIPATING IN ANY DISTRIBUTION IN THE DEBTORS' CHAPTER 11 CASES ON ACCOUNT OF SUCH CLAIM.

[*Remainder of page intentionally left blank.*]

Houston, Texas
________, 2020

Matthew D. Cavenaugh (TX Bar No. 24062656)
Kristhy Peguero (TX Bar No. 24102776)
Veronica A. Polnick (TX Bar No. 24079148)
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*Proposed Co-Counsel to the Debtors and Debtors in Possession*

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*Proposed Co-Counsel to the Debtors and Debtors in Possession*

**Schedule 1**

**Procedures Order**

# Schedule 2

## Rejected Contracts

# Annex 2

## Proposed Assumption Notice

**IN THE UNITED STATES BANKRUPTCY COURT**
**SOUTHERN DISTRICT OF TEXAS**
**HOUSTON DIVISION**

| | | |
|---|---|---|
| In re: | ) | Chapter 11 |
| | ) | |
| TAILORED BRANDS, INC., *et al.*,[1] | ) | Case No. 20-33900 (MI) |
| | ) | |
| Debtors. | ) | (Joint Administration Requested) |

**[NUMBER] NOTICE OF ASSUMPTION**
**OR ASSUMPTION AND ASSIGNMENT OF [A]**
**CERTAIN EXECUTORY CONTRACT[S] [AND/OR UNEXPIRED LEASES]**

**PARTIES RECEIVING THIS NOTICE SHOULD LOCATE THEIR NAMES AND THEIR CONTRACTS OR LEASES ON SCHEDULE 2 ATTACHED HERETO AND READ THE CONTENTS OF THIS NOTICE CAREFULLY.**

**PLEASE TAKE NOTICE** that on [____________], 2020, the United States Bankruptcy Court for the Southern District of Texas (the "Bankruptcy Court") entered an order on the motion (the "Motion")[2] of debtors and debtors in possession (the "Debtors") (i) authorizing and approving procedures to reject, assume, or assume and assign executory contracts and unexpired leases and (ii) granting related relief [Docket No. ____] (the "Procedures Order"), attached hereto as **Schedule 1**.

**PLEASE TAKE FURTHER NOTICE** that, pursuant to the Procedures Order and by this written notice (this "Assumption Notice"), the Debtors hereby notify you that they have determined, in the exercise of their business judgment, that each Contract set forth on **Schedule 2** attached hereto is hereby assumed or assumed and assigned, as applicable, effective as of the date

1 A complete list of each of the Debtors in these chapter 11 cases may be obtained on the website of the Debtors' proposed claims and noticing agent at http://cases.primeclerk.com/TailoredBrands. The location of the Debtors' service address in these chapter 11 cases is: 6100 Stevenson Boulevard, Fremont, California 94538.

2 Capitalized terms used but not otherwise defined herein have the meanings ascribed to them in the Motion.

(the "Assumption Date") set forth in **Schedule 2**, or such other date as the Debtors and the counterparty or counterparties to any such Contract agree.

**PLEASE TAKE FURTHER NOTICE** that the Debtor or Assignee, as applicable, has the financial wherewithal to meet all future obligations under the Contract, which may be evidenced upon written request by the counterparty to the Contract,[3] thereby demonstrating that the Debtor or Assignee, as applicable, has the ability to comply with the requirements of adequate assurance of future performance.[4]

**PLEASE TAKE FURTHER NOTICE** that parties seeking to object to the proposed assumption or assumption and assignment of any of the Contracts must file and serve a written objection so that such objection is filed with the Court on the docket of the Debtors' chapter 11 cases and is ***actually received*** by the following parties no later than 14 days after the date that the Debtors served this Notice: (i) the Debtors, 6100 Stevenson Boulevard, Fremont, California 94538, Attn: A. Alexander Rhodes; (ii) proposed counsel to the Debtors, Kirkland & Ellis LLP, 601 Lexington Avenue, New York, New York 10022, Attn: Joshua A. Sussberg, P.C. and Aparna Yenamandra; (iii) proposed co-counsel to the Debtors, Jackson Walker LLP, 1401 McKinney, Suite 1900, Houston, Texas, 77010, Attn: Matthew D. Cavenaugh and Victoria Argeroplos; (iv) the United States Trustee, 515 Rusk, Suite 3516, Houston, Texas 77002, Attn: Hector Duran and Stephen Statham; (v) counsel to any statutory committee appointed in these chapter 11 cases; (vii) counsel to the term lenders under the Debtors' prepetition term loan facility, Gibson, Dunn & Crutcher LLP, 200 Park Avenue, New York, New York 10166, Attn: Scott J. Greenberg

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[3] To the extent the Debtors seek to assume and assign a lease of non-residential real property, the Debtors will cause evidence of adequate assurance of future performance to be served with the Assumption Notice by overnight delivery upon the Assumption Counterparties affected by the Assumption Notice.

[4] The Debtors shall serve the counterparty to the Contract with evidence of adequate assurance upon such counterparty's written request to Debtors' counsel.

(sgreenberg@gibsondunn.com) and Jeremy D. Evans (jevans@gibsondunn.com); (vii) counsel to the Prepetition ABL Agent and the DIP Agent, (a) Morgan Lewis & Bockius LLP, One Federal Street, Boston, Massachusetts 02110, Attn: Matthew F. Furlong, Julia Frost-Davies and Christopher L. Carter, and (b) Winstead PC, 600 Travis Street, Suite 5200, Houston, Texas 77002, Attn: Sean Davis; (viii) counsel to the indenture trustee for The Men's Wearhouse, Inc. 7.00% Senior Notes due 2022, Emmett, Marvin & Martin LLP, 120 Broadway, 32 Floor, New York, New York 10271, Attn: Elizabeth M. Clark, Esq.

**PLEASE TAKE FURTHER NOTICE** that, absent an objection being timely filed, the assumption or assumption and assignment of each Contract shall become effective on the applicable Assumption Date set forth in **Schedule 2** or such other date to which the Debtors and the counterparty or counterparties to such Contract agree.[5]

**PLEASE TAKE FURTHER NOTICE** that, the proposed cure amount under the Contract is set forth in **Schedule 2**. If a written objection to the proposed cure amount is not timely filed, then the cure amount shall be binding on all parties and no amount in excess thereof shall be paid for cure purposes.

**PLEASE TAKE FURTHER NOTICE** that if an objection to the assumption or assumption and assignment of any Contract is timely filed and not withdrawn or resolved, the Debtors shall file a notice for a hearing to consider the objection for the Contract or Contracts to which such objection relates. If such objection is overruled or withdrawn, such Contract or

[5] An objection to the assumption and/or assignment of any particular Contract or cure amount listed in this Assumption Notice shall not constitute an objection to the assumption and/or assignment of any other contract or lease listed in this Assumption Notice. Any objection to the assumption and/or assignment of any particular Contract or cure amount listed in this Assumption Notice must state with specificity the Contract to which it is directed. For each particular Contract whose assumption and/or assignment is not timely or properly objected to, such assumption and/or assignment will be effective in accordance with this Assumption Notice and the Procedures Order.

Contracts shall be assumed or assumed and assigned as of the Assumption Date set forth in **Schedule 2** or such other date as the Debtors and the counterparty or counterparties to such Contract agree.

[*Remainder of page intentionally left blank.*]

Houston, Texas
_______, 2020

Matthew D. Cavenaugh (TX Bar No. 24062656)
Kristhy Peguero (TX Bar No. 24102776)
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# Schedule 1

## Procedures Order

# Schedule 2

## Assumed Contracts

Document comparison by Workshare Compare on Thursday, August 13, 2020 5:34:14 PM

| **Input:** | |
|---|---|
| Document 1 ID | interwovenSite://DMS.KIRKLAND.COM/LEGAL/70416176/1 |
| Description | #70416176v1<LEGAL> - TB - Assumption-Rejection Procedures Order [Filing Version 8.5.20] |
| Document 2 ID | interwovenSite://DMS.KIRKLAND.COM/LEGAL/70416176/4 |
| Description | #70416176v4<LEGAL> - TB - Assumption-Rejection Procedures Order [K&E Revised Draft 8.13.20] |
| Rendering set | Color |

| **Legend:** | |
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| **Insertion** | |
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| **Statistics:** | |
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| | Count |
| Insertions | 21 |
| Deletions | 24 |
| Moved from | 0 |
| Moved to | 0 |
| Style change | 0 |
| Format changed | 0 |
| Total changes | 45 |

**IN THE UNITED STATES BANKRUPTCY COURT**
**SOUTHERN DISTRICT OF TEXAS**
**HOUSTON DIVISION**

| | | |
|---|---|---|
| In re: | ) | Chapter 11 |
| TAILORED BRANDS, INC., *et al.*,[1] | ) | Case No. 20-33900 (MI) |
| Debtors. | ) | (Jointly Administered) |
| | ) | **Re: Docket Nos. 12 and 169** |

**ORDER (I) AUTHORIZING AND APPROVING PROCEDURES TO REJECT, ASSUME, OR ASSUME AND ASSIGN EXECUTORY CONTRACTS AND UNEXPIRED LEASES AND (II) GRANTING RELATED RELIEF**

Upon the motion (the "Motion")[2] of the above-captioned debtors and debtors in possession (collectively, the "Debtors") for entry of an order (this "Order") authorizing and approving the Contract Procedures for rejecting, assuming, or assuming and assigning executory contracts and unexpired leases, all as more fully set forth in the Motion; and upon the First Day Declaration; and this Court having jurisdiction over this matter pursuant to 28 U.S.C. § 1334; and this Court having found that this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2); and this Court having found that it may enter a final order consistent with Article III of the United States Constitution; and this Court having found that venue of this proceeding and the Motion in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and this Court having found that the relief requested in the Motion is in the best interests of the Debtors' estates, their creditors, and other parties in interest; and this Court having found that the Debtors' notice of the Motion and opportunity for a hearing on the

[1] A complete list of each of the Debtors in these chapter 11 cases may be obtained on the website of the Debtors' proposed claims and noticing agent at http://cases.primeclerk.com/TailoredBrands. The location of the Debtors' service address in these chapter 11 cases is: 6100 Stevenson Boulevard, Fremont, California 94538.

[2] Capitalized terms used but not defined herein have the meanings given to such terms in the Motion.

Motion were appropriate under the circumstances and no other notice need be provided; and this Court having reviewed the Motion and having heard the statements in support of the relief requested therein at a hearing before this Court (the "Hearing"); and this Court having determined that the legal and factual bases set forth in the Motion and at the Hearing establish just cause for the relief granted herein; and upon all of the proceedings had before this Court; and after due deliberation and sufficient cause appearing therefor, it is HEREBY ORDERED THAT:

1. The following Rejection Procedures are approved in connection with rejecting Contracts:

a. ***Rejection Notice***. The Debtors, upon not less than three days' advance written notice (email being sufficient) to counsel to the official committee of unsecured creditors (the "Committee") to the extent reasonably practicable, shall file a notice substantially in the form annexed as Annex 1 to the Order (the "Rejection Notice"), to reject a Contract or Contracts pursuant to section 365 of the Bankruptcy Code, which Rejection Notice shall set forth, among other things: (i) the Contract or Contracts to be rejected; (ii) the Debtor or Debtors party to such Contract; (iii) the names and addresses of the counterparties to such Contracts (each a "Rejection Counterparty"), listed in alphabetical order; (iv) the proposed effective date of rejection for such Contracts, which, for non-residential real property leases ("Leases"), shall be the later of (a) the proposed effective date of the rejection for such Lease, or (b) if applicable, the date upon which the Debtors surrender the premises to the landlord and return the keys, key codes, or security codes, as applicable (the "Rejection Date"); (v) if any such Contract is a Lease, the personal property to be abandoned (the "Abandoned Property"), if any, and an estimate of the book value of such property, if practicable; and (vi) the deadlines and procedures for filing objections to the Rejection Notice (as set forth below). The Rejection Notice may list multiple Contracts, *provided* that the number of counterparties to Contracts listed on each Rejection Notice shall be limited to no more than 100.

b. ***Service of the Rejection Notice***. The Debtors will cause the Rejection Notice to be served by: (i) overnight delivery service (and e-mail, if known) upon the Rejection Counterparties affected by the Rejection Notice at the notice address provided in the applicable Contract (and upon such Rejection Counterparty's counsel, if known); and (ii) first class mail, email, or fax, upon (A) the United States Trustee for the Southern District of Texas; (B) counsel to the Prepetition ABL Agent and the DIP Agent; (C) counsel to the term lenders under the Debtors' prepetition term loan facility; (D) the counsel to the Committee; (E) the United States Attorney's Office for the

Southern District of Texas; (F) the Internal Revenue Service; (G) the state attorneys general for all states in which the Debtors conduct business; (H) any party that has requested notice pursuant to Bankruptcy Rule 2002 (collectively, the "Master Notice Parties"); and (I) where known, upon any third parties that may, to the best of the Debtors' knowledge, have a known interest in the Debtors' personal property located on the Debtors' leased premises.

c. ***Objection Procedures***. Parties objecting to a proposed rejection must file and serve a written objection[3] so that such objection is filed with the Court on the docket of the Debtors' chapter 11 cases and is ***actually received*** by the following parties (collectively, the "Objection Service Parties") no later than twenty-one (21) days after the date the Debtors file and serve the relevant Rejection Notice (the "Rejection Objection Deadline"): (i) the Debtors, 6100 Stevenson Boulevard, Fremont, California 94538, Attn: A. Alexander Rhodes; (ii) proposed counsel to the Debtors, Kirkland & Ellis LLP, 601 Lexington Avenue, New York, New York 10022, Attn: Joshua A. Sussberg, P.C. and Aparna Yenamandra; (iii) proposed co-counsel to the Debtors, Jackson Walker LLP, 1401 McKinney, Suite 1900, Houston, Texas, 77010, Attn: Matthew D. Cavenaugh and Victoria Argeroplos; (iv) the United States Trustee, 515 Rusk, Suite 3516, Houston, Texas 77002, Attn: Hector Duran and Stephen Statham; (v) proposed counsel to the Committee: (a) Pachulski Stang Ziehl & Jones LLP, 10100 Santa Monica Blvd., 13th Floor, Los Angeles, CA 90067 (Attn: Jeffrey Pomerantz and Paul Labov), and (b) Norton Rose Fulbright US LLP, 1301 McKinney, Suite 5100, Houston, TX 77010 (Attn: Jason Boland); (vi) counsel to the Prepetition ABL Agent and the DIP Agent, (a) Morgan Lewis & Bockius LLP, One Federal Street, Boston, Massachusetts 02110, Attn: Matthew F. Furlong, Julia Frost-Davies and Christopher L. Carter, and (b) Winstead PC, 600 Travis Street, Suite 5200, Houston, Texas 77002, Attn: Sean Davis; (vii) counsel to the term lenders under the Debtors' prepetition term loan facility, Gibson, Dunn & Crutcher LLP, 200 Park Avenue, New York, New York 10166, Attn: Scott J. Greenberg (sgreenberg@gibsondunn.com) and Jeremy D. Evans (jevans@gibsondunn.com); and (viii) counsel to the indenture trustee for The Men's Wearhouse, Inc. 7.00% Senior Notes due 2022, Emmett, Marvin & Martin LLP, 120 Broadway, 32 Floor, New York, New York 10271, Attn: Elizabeth M. Clark, Esq.

d. ***No Objection Timely Filed***. If no objection to the rejection of any Contract is timely filed, each Contract listed in the applicable Rejection Notice shall be rejected as of the applicable Rejection Date set forth in the Rejection Notice or such other date to which the Debtors and the applicable Rejection Counterparty agree; *provided* that the Rejection Date for a rejection of a

[3] An objection to the rejection of a particular Contract listed on a Rejection Notice shall not constitute an objection to the rejection of any other Contract listed on such Rejection Notice.

Lease shall not occur until the later of (i) the Rejection Date set forth in the Rejection Notice, (ii) if applicable, the date upon which the Debtors surrender the premises to the landlord and return the keys, key codes, or security codes, as applicable, or (iii) such other date as the Court may order. If no objection is filed and served by the Rejection Objection Deadline, and upon written request by an applicable counterparty to a Contract, the Debtors shall submit a proposed order authorizing the rejection of such Contracts effective as of the Rejection Date and file such proposed order with the Court under a certificate of no objection.

e. ***Unresolved Timely Objection***. If an objection to a Rejection Notice is timely filed and properly served as specified above and not withdrawn or resolved, after consultation with the applicable Rejection Counterparty, the Debtors shall request the Court schedule a hearing on such objection and shall provide at least ten (10) days' notice of such hearing to the applicable Rejection Counterparty and the other Objection Service Parties. If such objection is overruled or withdrawn, such Contract shall be rejected as of the applicable Rejection Date set forth in the applicable Rejection Notice or such other date to which the Debtors and the applicable Rejection Counterparty have agreed or that is ordered by the Court. In the case of a rejection of a Lease, such rejection shall not occur until the later of (i) the Rejection Date set forth in the Rejection Notice, (ii) if applicable, the date upon which the Debtors surrender the premises to the landlord and return the keys, key codes, or security codes, as applicable, and (iii) such other date to which the Debtors and the applicable Rejection Counterparty have agreed or that is ordered by the Court.

f. ***No Application of Security Deposits***. If the Debtors have deposited monies with a Rejection Counterparty as a security deposit or other arrangement, such Rejection Counterparty may not set off or recoup or otherwise use such deposit without the prior approval of the Court, unless the Debtors and the applicable Rejection Counterparty otherwise agree.

g. ***Modifications to Rejection Notice***. The Debtors reserve the right to remove any Contract from a Rejection Notice at any time prior to the Rejection Date.

h. ***Abandoned Property***. The Debtors are authorized, but not directed, at any time on or before the applicable Rejection Date, to remove or abandon any of the Debtors' personal property that may be located on the Debtors' leased premises that pertain to a rejected Contract. The Debtors shall generally describe the property in the Rejection Notice and their intent to abandon such property. Absent a timely objection, any and all property located on the Debtors' leased premises on the Rejection Date of the applicable lease of non-residential real property shall be deemed abandoned pursuant to section 554 of the Bankruptcy Code, as is, effective as of the Rejection Date. Landlords may, in their sole discretion and without further notice or order of the Court, utilize and/or dispose of such Abandoned Property without liability to the Debtors or third parties and, to the extent applicable, the automatic stay is modified to allow such disposition.[4] The rights of the counterparty to each Contract to assert claims for the disposition of the Abandoned Property are reserved, as are all parties' rights to object to such claims. Notwithstanding any other provision of this Order, (a) the Debtors are not authorized to abandon, and are directed to remove, any hazardous materials as defined under applicable law from any leased premises as and to the extent they are required to do so by applicable law and (b) to the extent the Debtors seek to abandon personal property that contains any "personally identifiable information," as that term is defined in section 101(41A) of the Bankruptcy Code, or other personal and/or confidential information about the Debtors' employees and/or customers, or any other individual (the "Confidential Information"), the Debtors shall remove the Confidential Information from such personal property before abandonment.

i. ***Proofs of Claim***. Claims arising out of the rejection of Contracts, if any, must be filed on or before the later of (i) the deadline for filing proofs of claim established in these chapter 11 cases, if any, and (ii) thirty (30) days after the later of (A) the Rejection Objection Deadline, if no objection is filed, and (B) the date that all such filed objections have either been overruled or withdrawn. If no proof of claim is timely filed, such claimant shall be forever barred from asserting a claim for damages arising from the rejection and from participating in any distributions on such a claim that may be made in connection with these chapter 11 cases.

2. The Debtors are hereby authorized to take such actions as may be necessary and appropriate to vacate the Debtors' leased premises prior to the Rejection Date for a lease of non-residential real property rejected pursuant to these Rejection Procedures without necessity of further order of this Court as provided in this Order or the Rejection Procedures.

3. The Inventory Drawback shall be conducted by the Debtors notwithstanding any restrictive provision of any lease, sublease, restrictive covenant, or other agreement relative to occupancy affecting or purporting to restrict the conduct of the Inventory Drawback and the rejection of leases, abandonment of assets, or "going dark" provisions, and such provisions shall not be enforceable in conjunction with the Inventory Drawback. Breach of any such provisions in

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[4] If the Rejection Date specified on the Rejection Notice predated the removal of any property not otherwise generally described in the abandonment schedule to the Rejection Notice, the Rejection Date will not become effective until the date such property is removed from the premises.

these chapter 11 cases in conjunction with the Inventory Drawback shall not constitute a default under a lease or provide a basis to terminate the lease.

4. Approval of the Rejection Procedures and this Order will not prevent the Debtors from seeking to reject a Contract by separate motion or pursuant to a chapter 11 plan.

5. The following Assumption Procedures are approved in connection with assuming and assuming and assigning Contracts, which for the avoidance of doubt shall not be utilized to assume or assume and assign any leases of non-residential real property, notwithstanding anything to the contrary contained in this Order:[5]

a. ***Assumption Notice***. The Debtors, upon not less than three days' advance written notice (email being sufficient) to counsel to the Committee to the extent reasonably practicable, shall file a notice, substantially in the form annexed as Annex 2 to the Order (the "Assumption Notice") indicating the Debtors' intent to assume or assume and assign a Contract or Contracts pursuant to section 365 of the Bankruptcy Code, which shall set forth, among other things: (i) the Contract or Contracts to be assumed or assumed and assigned; (ii) the Debtor or Debtors party to such Contract; (iii) the names and addresses of the counterparties to such Contracts (each an "Assumption Counterparty"), listed in alphabetical order; (iv) the identity of the proposed assignee of such Contracts (the "Assignee"), if applicable; (v) the proposed effective date of the assumption for each such Contract (the "Assumption Date"); (vi) the proposed cure amount, if any, for each such Contract; (vii) a description of any material amendments to the Contract made outside of the ordinary course of business; and (viii) the deadlines and procedures for filing objections to the Assumption Notice (as set forth below). The Assumption Notice may list multiple Contracts; *provided* that the number of counterparties to Contracts listed on each Assumption Notice shall be limited to no more than 100.

b. ***Service of the Assumption Notice and Evidence of Adequate Assurance***. The Debtors will cause the Assumption Notice to be served by (i) overnight delivery (and e-mail, if known) upon the Assumption Counterparties affected by the Assumption Notice and each Assignee, if applicable, at the address set forth in the notice provision of the applicable Contract (and upon

5 Any assumption or assumption and assignment of Leases shall be pursuant to a separate order of the Court (which may be the order of the Court confirming the Debtors' plan of reorganization).

the Assumption Counterparties' counsel, if known) and (ii) first class mail, email, or fax upon the Master Notice Parties.[6]

c. ***Objection Procedures***. Parties objecting to a proposed assumption or assumption and assignment (including as to the cure amount), as applicable, of a Contract must file and serve a written objection[7] so that such objection is filed with the Court no later than twenty-one (21) days after the date the Debtors file and serve the relevant Assumption Notice and promptly serve such objection on the Objection Service Parties.

d. ***No Objection***. If no objection to the assumption or assumption and assignment of any Contract is timely filed, each Contract shall be assumed or assumed and assigned as of the Assumption Date set forth in the applicable Assumption Notice or such other date as the Debtors and the applicable Assumption Counterparties agree, and the proposed cure amount shall be binding on all counterparties to such Contract, and no amount in excess thereof shall be paid for cure purposes.

e. ***Unresolved Timely Objection***. If an objection to an Assumption Notice is timely filed and properly served as specified above and not withdrawn or resolved, the Debtors shall request the Court schedule a hearing on such objection, after consultation with the applicable Rejection Counterparty, and shall provide at least ten (10) days' notice of such hearing to the applicable Assumption Counterparty and the other Objection Service Parties. If such objection is overruled or withdrawn, such Contract shall be assumed or assumed and assigned as of the Assumption Date set forth in the Assumption Notice or such other date to which the Debtors and the counterparty to such Contract have agreed, or as ordered by the Court.

f. ***Modifications of Assumption Notice***. The Debtors reserve the right to remove any Contract from an Assumption Notice at any time prior to the Assumption Date (including, without limitation, upon the failure of any proposed assumption and assignment to close).

6. With regard to Contracts to be assigned, pursuant to sections 105(a) and 363(f) of the Bankruptcy Code, the assignment of any Contract shall: (a) be free and clear of (i) all liens (and any liens shall attach to the proceeds of such assignment in the same order and priority subject

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[6] The Debtors shall serve (by electronic mail, if requested) a counterparty to a Contract to be assumed or assumed and assigned under the Contract Procedures with evidence of adequate assurance as soon as reasonably practicable upon such counterparty's written request to the Debtors' proposed counsel.

[7] An objection to the assumption or assumption and assignment of any particular Contract listed on an Assumption Notice shall not constitute an objection to the assumption and/or assignment of any other Contract listed on such Assumption Notice.

to all existing defenses, claims, setoffs, and rights) and (ii) any and all claims (as that term is defined in section 101(5) of the Bankruptcy Code), obligations, demands, guaranties of or by the Debtors, debts, rights, contractual commitments, restrictions, interests, and matters of any kind and nature, whether arising prior to or subsequent to the commencement of these chapter 11 cases, and whether imposed by agreement, understanding, law, equity, or otherwise (including, without limitation, claims, and encumbrances (A) that purport to give to any party a right or option to effect any forfeiture, modification, or termination of the interest of any Debtor or Assignee, as the case may be, in the Contract(s), or (B) in respect of any taxes; and (b) constitute a legal, valid, and effective transfer of such Contracts and vest the applicable Assignee with all rights, titles, and interests to the applicable Contracts). For the avoidance of doubt, all provisions of the applicable assigned Contract, including any provision limiting assignment, shall be binding on the applicable Assignee.

7. Subject to and conditioned upon the occurrence of a closing with respect to the assumption and assignment of any Contract, and subject to the other provisions of this Order (including the aforementioned Assumption Procedures), the Debtors are hereby authorized in accordance with sections 365(b) and (f) of the Bankruptcy Code to (a) assume and assign to any Assignees the applicable Contracts, with any applicable Assignee being responsible only for the post-closing liabilities under the applicable Contracts except as otherwise provided for in this Order and (b) execute and deliver to any applicable Assignee such assignment documents as may be reasonably necessary to sell, assign, and transfer such Contract. For the avoidance of doubt, the occurrence of a closing with respect to the assumption and assignment of any Contract shall mean the date on which such assumption and assignment is effective.

8. The Debtors' right to assert that any provisions in the Contract that expressly or effectively restrict, prohibit, condition, or limit the assignment of or the effectiveness of the Contract to an Assignee are unenforceable anti-assignment or *ipso facto* clauses is fully reserved.

9. The Assignee shall have no liability or obligation with respect to defaults relating to the assigned Contracts arising, accruing, or relating to a period prior to the applicable closing date.

10. The Debtors are hereby authorized, pursuant to section 363(b) of the Bankruptcy Code, to enter into the consensual amendments as set forth in an Assumption Notice, to the extent such amendments are expressly agreed to by an Assumption Counterparty.

11. The Debtors are authorized to issue postpetition checks, or to effect postpetition fund transfer requests, in replacement of any checks or fund transfer requests that are dishonored as a consequence of these chapter 11 cases with respect to prepetition amounts owed in connection with any Inventory Drawback.

12. Approval of the Contract Procedures and this Order will not prevent the Debtors from seeking to reject, assume, or assume and assign a Contract by separate motion.

13. The 14-day stay required of any assignment of any Contract pursuant to Bankruptcy Rule 6006(d) is hereby waived.

14. Notwithstanding the relief granted in this Order and any actions taken pursuant to such relief, nothing in this Order shall be deemed: (a) an admission as to the amount of, basis for, or validity of any claim against a Debtor entity under the Bankruptcy Code or other applicable nonbankruptcy law; (b) a waiver of the Debtors' or any other party in interest's right to dispute any claim on any grounds; (c) a promise or requirement to pay any claim; (d) an implication or admission that any particular claim is of a type specified or defined in the Motion or this Order or a finding that any particular claim is an administrative expense claim or other priority claim; (e) a

request or authorization to assume, adopt, or reject any agreement, contract, or lease pursuant to section 365 of the Bankruptcy Code; (f) an admission as to the validity, priority, enforceability, or perfection of any lien on, security interest in, or other encumbrance on property of the Debtors' estates; (g) a waiver or limitation of the Debtors' or any other party in interest's rights under the Bankruptcy Code or any other applicable law; or (h) a concession by the Debtors that any liens (contractual, common law, statutory, or otherwise) that may be satisfied pursuant to the relief authorized in this Order are valid, and the rights of all parties in interest are expressly reserved to contest the extent, validity, or perfection or seek avoidance of all such liens.

15. All rights and defenses of the Debtors are preserved, including all rights and defenses of the Debtors with respect to a claim for damages arising as a result of a Contract rejection, including any right to assert an offset, recoupment, counterclaim, or deduction. In addition, nothing in this Order or the Motion shall limit the Debtors' ability to subsequently assert that any particular Contract is terminated and is no longer an executory contract or unexpired lease.

16. Notice of the Motion satisfies the requirements of Bankruptcy Rule 6004(a) and the Bankruptcy Local Rules are satisfied by such notice.

17. Notwithstanding Bankruptcy Rule 6004(h), the terms and conditions of this Order are immediately effective and enforceable upon its entry.

18. The Debtors are authorized to take all actions necessary to effectuate the relief granted in this Order in accordance with the Motion, the Rejection Notice, and the Assumption Notice, as applicable.

19. This Court retains exclusive jurisdiction with respect to all matters arising from or related to the implementation, interpretation, and enforcement of this Order.

Dated: ___________, 2020
Houston, Texas

____________________________________
UNITED STATES BANKRUPTCY JUDGE

# Annex 1

## Proposed Rejection Notice

**IN THE UNITED STATES BANKRUPTCY COURT**
**SOUTHERN DISTRICT OF TEXAS**
**HOUSTON DIVISION**

| | | |
|---|---|---|
| In re: | ) | Chapter 11 |
| | ) | |
| TAILORED BRANDS, INC., *et al.*,[1] | ) | Case No. 20-33900 (MI) |
| | ) | |
| Debtors. | ) | (Jointly Administered) |
| | ) | |
| | ) | **Re: Docket No. _____** |

**[NUMBER] NOTICE OF REJECTION OF [A] CERTAIN EXECUTORY CONTRACT[S] [AND/OR UNEXPIRED LEASES]**

**PARTIES RECEIVING THIS NOTICE SHOULD LOCATE THEIR NAMES AND THEIR CONTRACTS OR LEASES ON SCHEDULE 2 ATTACHED HERETO AND READ THE CONTENTS OF THIS NOTICE CAREFULLY.**

**PLEASE TAKE NOTICE** that on [____________], 2020, the United States Bankruptcy Court for the Southern District of Texas (the "Court") entered an order on the motion (the "Motion")[2] of debtors and debtors in possession (the "Debtors") (i) authorizing and approving procedures to reject, assume, or assume and assign executory contracts and unexpired leases and (ii) granting related relief [Docket No. ____] (the "Procedures Order"), attached hereto as **Schedule 1**.

**PLEASE TAKE FURTHER NOTICE** that, pursuant to the Procedures Order and by this written notice (this "Rejection Notice"), the Debtors hereby notify you that they have determined, in the exercise of their business judgment, that each Contract set forth on **Schedule 2** attached hereto is

[1] A complete list of each of the Debtors in these chapter 11 cases may be obtained on the website of the Debtors' proposed claims and noticing agent at http://cases.primeclerk.com/TailoredBrands. The location of the Debtors' service address in these chapter 11 cases is: 6100 Stevenson Boulevard, Fremont, California 94538.

[2] Capitalized terms used but not otherwise defined herein have the meanings ascribed to them in the Motion.

hereby rejected effective as of the date (the "Rejection Date") set forth in **Schedule 2**, or such other date to which the Debtors and the counterparty or counterparties to any such Contract agree.

**PLEASE TAKE FURTHER NOTICE** that parties seeking to object to the proposed rejection of any of the Contracts must file and serve a written objection so that such objection is filed with the Court on the docket of the Debtors' chapter 11 cases and is ***actually received*** by the following parties no later than 21 days after the date that the Debtors served this Notice: (i) the Debtors, 6100 Stevenson Boulevard, Fremont, California 94538, Attn: A. Alexander Rhodes; (ii) proposed counsel to the Debtors, Kirkland & Ellis LLP, 601 Lexington Avenue, New York, New York 10022, Attn: Joshua A. Sussberg, P.C. and Aparna Yenamandra; (iii) proposed co-counsel to the Debtors, Jackson Walker LLP, 1401 McKinney, Suite 1900, Houston, Texas, 77010, Attn: Matthew D. Cavenaugh and Victoria Argeroplos; (iv) the United States Trustee, 515 Rusk, Suite 3516, Houston, Texas 77002, Attn: Hector Duran and Stephen Statham; (v) proposed counsel to the Committee: (a) Pachulski Stang Ziehl & Jones LLP, 10100 Santa Monica Blvd., 13th Floor, Los Angeles, CA 90067 (Attn: Jeffrey Pomerantz and Paul Labov), and (b) Norton Rose Fulbright US LLP, 1301 McKinney, Suite 5100, Houston, TX 77010 (Attn: Jason Boland); (vi) counsel to Prepetition ABL Agent and the DIP Agent, (a) Morgan Lewis & Bockius LLP, One Federal Street, Boston, Massachusetts 02110, Attn: Matthew F. Furlong, Julia Frost-Davies and Christopher L. Carter, and (b) Winstead PC, 600 Travis Street, Suite 5200, Houston, Texas 77002, Attn: Sean Davis; (vii) counsel to the term lenders under the Debtors' prepetition term loan facility, Gibson, Dunn & Crutcher LLP, 200 Park Avenue, New York, New York 10166, Attn: Scott J. Greenberg and Jeremy D. Evans; (viii) counsel to the indenture trustee for The Men's Wearhouse, Inc. 7.00% Senior Notes due 2022, Emmett, Marvin & Martin LLP, 120 Broadway, 32 Floor, New York, New York 10271, Attn: Elizabeth M. Clark, Esq; and (ix) where known, upon any third parties that may, to the best of the Debtors' knowledge, have a known interest in the Debtors' personal property located on the Debtors' leased premises.

**PLEASE TAKE FURTHER NOTICE** that, absent an objection being timely filed, the rejection of each Contract shall become effective on the applicable Rejection Date set forth in **Schedule 2** or such other date to which the Debtors and the counterparty or counterparties to such Contract agree.[3]

**PLEASE TAKE FURTHER NOTICE** that, if an objection to the rejection of any Contract is timely filed and not withdrawn or resolved, the Debtors shall file a notice for a hearing to consider the objection for the Contract or Contracts to which such objection relates. If such objection is overruled or withdrawn, such Contract or Contracts shall be rejected as of the applicable Rejection Date set forth in **Schedule 2** or such other date to which the Debtors and the counterparty or counterparties to any such Contract agree.

**PLEASE TAKE FURTHER NOTICE** that, pursuant to the terms of the Procedures Order, if the Debtors have deposited monies with a Contract counterparty as a security deposit or other arrangement, the Contract counterparty may not set off or recoup or otherwise use such monies without further order of the Court, unless the Debtors and the counterparty or counterparties to such Contracts otherwise agree.

**PLEASE TAKE FURTHER NOTICE** that, absent timely objection, any personal property of the Debtors that is listed and described in **Schedule 2** shall be deemed abandoned as of the Rejection Date.

[3] An objection to the rejection of any particular Contract listed in this Rejection Notice shall not constitute an objection to the rejection of any other contract or lease listed in this Rejection Notice. Any objection to the rejection of any particular Contract listed in this Rejection must state with specificity the Contract to which it is directed. For each particular Contract whose rejection is not timely or properly objected to, such rejection will be effective in accordance with this Rejection Notice and the Order.

**PLEASE TAKE FURTHER NOTICE** that, to the extent you wish to assert a claim with respect to rejection of your Contract or Contracts, you must do so by the later of (a) the claims bar date established in these chapter 11 cases, if any, and (b) thirty (30) days after the later of (A) the Rejection Objection Deadline, if no objection is filed and (B) the date that all such filed objections have either been overruled or withdrawn. IF YOU FAIL TO TIMELY SUBMIT A PROOF OF CLAIM IN THE APPROPRIATE FORM BY THE DEADLINE SET FORTH HEREIN, YOU WILL BE FOREVER BARRED, ESTOPPED, AND ENJOINED FROM (1) ASSERTING SUCH CLAIM AGAINST ANY OF THE DEBTORS AND THEIR CHAPTER 11 ESTATES, (2) VOTING ON ANY CHAPTER 11 PLAN OF REORGANIZATION FILED IN THESE CASES ON ACCOUNT OF SUCH CLAIM, AND (3) PARTICIPATING IN ANY DISTRIBUTION IN THE DEBTORS' CHAPTER 11 CASES ON ACCOUNT OF SUCH CLAIM.

[*Remainder of page intentionally left blank.*]

Houston, Texas
________, 2020

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**Schedule 1**

**Procedures Order**

# Schedule 2

## Rejected Contracts

# Annex 2

## Proposed Assumption Notice

**IN THE UNITED STATES BANKRUPTCY COURT**
**SOUTHERN DISTRICT OF TEXAS**
**HOUSTON DIVISION**

| | | |
|---|---|---|
| In re: | ) | Chapter 11 |
| TAILORED BRANDS, INC., *et al.*,[1] | ) | Case No. 20-33900 (MI) |
| Debtors. | ) | (Jointly Administered) |

**[NUMBER] NOTICE OF ASSUMPTION OR ASSUMPTION AND ASSIGNMENT OF [A] CERTAIN EXECUTORY CONTRACT[S]**

**PARTIES RECEIVING THIS NOTICE SHOULD LOCATE THEIR NAMES AND THEIR CONTRACTS ON SCHEDULE 2 ATTACHED HERETO AND READ THE CONTENTS OF THIS NOTICE CAREFULLY.**

**PLEASE TAKE NOTICE** that on [____________], 2020, the United States Bankruptcy Court for the Southern District of Texas (the "Bankruptcy Court") entered an order on the motion (the "Motion")[2] of debtors and debtors in possession (the "Debtors") (i) authorizing and approving procedures to reject, assume, or assume and assign executory contracts and (ii) granting related relief [Docket No. ____] (the "Procedures Order"), attached hereto as **Schedule 1**.

**PLEASE TAKE FURTHER NOTICE** that, pursuant to the Procedures Order and by this written notice (this "Assumption Notice"), the Debtors hereby notify you that they have determined, in the exercise of their business judgment, that each Contract set forth on **Schedule 2** attached hereto is hereby assumed or assumed and assigned, as applicable, effective as of the date

1 A complete list of each of the Debtors in these chapter 11 cases may be obtained on the website of the Debtors' proposed claims and noticing agent at http://cases.primeclerk.com/TailoredBrands. The location of the Debtors' service address in these chapter 11 cases is: 6100 Stevenson Boulevard, Fremont, California 94538.

2 Capitalized terms used but not otherwise defined herein have the meanings ascribed to them in the Motion.

(the "Assumption Date") set forth in **Schedule 2**, or such other date as the Debtors and the counterparty or counterparties to any such Contract agree.

**PLEASE TAKE FURTHER NOTICE** that the Debtor or Assignee, as applicable, has the financial wherewithal to meet all future obligations under the Contract, which may be evidenced upon written request by the counterparty to the Contract, thereby demonstrating that the Debtor or Assignee, as applicable, has the ability to comply with the requirements of adequate assurance of future performance.[3]

**PLEASE TAKE FURTHER NOTICE** that parties seeking to object to the proposed assumption or assumption and assignment of any of the Contracts must file and serve a written objection so that such objection is filed with the Court on the docket of the Debtors' chapter 11 cases and is ***actually received*** by the following parties no later than 21 days after the date that the Debtors served this Notice: (i) the Debtors, 6100 Stevenson Boulevard, Fremont, California 94538, Attn: A. Alexander Rhodes; (ii) proposed counsel to the Debtors, Kirkland & Ellis LLP, 601 Lexington Avenue, New York, New York 10022, Attn: Joshua A. Sussberg, P.C. and Aparna Yenamandra; (iii) proposed co-counsel to the Debtors, Jackson Walker LLP, 1401 McKinney, Suite 1900, Houston, Texas, 77010, Attn: Matthew D. Cavenaugh and Victoria Argeroplos; (iv) the United States Trustee, 515 Rusk, Suite 3516, Houston, Texas 77002, Attn: Hector Duran and Stephen Statham; (v) proposed counsel to the Committee: (a) Pachulski Stang Ziehl & Jones LLP, 10100 Santa Monica Blvd., 13th Floor, Los Angeles, CA 90067 (Attn: Jeffrey Pomerantz and Paul Labov), and (b) Norton Rose Fulbright US LLP, 1301 McKinney, Suite 5100, Houston, TX 77010 (Attn: Jason Boland); (vii) counsel to the term lenders under the Debtors' prepetition

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3 The Debtors shall serve the counterparty to the Contract with evidence of adequate assurance upon such counterparty's written request to Debtors' proposed counsel, Anne Wallice at anne.wallice@kirkland.com.

term loan facility, Gibson, Dunn & Crutcher LLP, 200 Park Avenue, New York, New York 10166, Attn: Scott J. Greenberg (sgreenberg@gibsondunn.com) and Jeremy D. Evans (jevans@gibsondunn.com); (vii) counsel to the Prepetition ABL Agent and the DIP Agent, (a) Morgan Lewis & Bockius LLP, One Federal Street, Boston, Massachusetts 02110, Attn: Matthew F. Furlong, Julia Frost-Davies and Christopher L. Carter, and (b) Winstead PC, 600 Travis Street, Suite 5200, Houston, Texas 77002, Attn: Sean Davis; (viii) counsel to the indenture trustee for The Men's Wearhouse, Inc. 7.00% Senior Notes due 2022, Emmett, Marvin & Martin LLP, 120 Broadway, 32 Floor, New York, New York 10271, Attn: Elizabeth M. Clark, Esq.

**PLEASE TAKE FURTHER NOTICE** that, absent an objection being timely filed, the assumption or assumption and assignment of each Contract shall become effective on the applicable Assumption Date set forth in **Schedule 2** or such other date to which the Debtors and the counterparty or counterparties to such Contract agree.[4]

**PLEASE TAKE FURTHER NOTICE** that, the proposed cure amount under the Contract is set forth in **Schedule 2**. If a written objection to the proposed cure amount is not timely filed, then the cure amount shall be binding on all parties and no amount in excess thereof shall be paid for cure purposes.

**PLEASE TAKE FURTHER NOTICE** that if an objection to the assumption or assumption and assignment of any Contract is timely filed and not withdrawn or resolved, the Debtors shall file a notice for a hearing to consider the objection for the Contract or Contracts to

---

[4] An objection to the assumption and/or assignment of any particular Contract or cure amount listed in this Assumption Notice shall not constitute an objection to the assumption and/or assignment of any other contract or lease listed in this Assumption Notice. Any objection to the assumption and/or assignment of any particular Contract or cure amount listed in this Assumption Notice must state with specificity the Contract to which it is directed. For each particular Contract whose assumption and/or assignment is not timely or properly objected to, such assumption and/or assignment will be effective in accordance with this Assumption Notice and the Procedures Order.

which such objection relates. If such objection is overruled or withdrawn, such Contract or Contracts shall be assumed or assumed and assigned as of the Assumption Date set forth in **Schedule 2** or such other date as the Debtors and the counterparty or counterparties to such Contract agree.

[*Remainder of page intentionally left blank.*]

Houston, Texas
_______, 2020

Matthew D. Cavenaugh (TX Bar No. 24062656)
Kristhy Peguero (TX Bar No. 24102776)
Veronica A. Polnick (TX Bar No. 24079148)
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# **Schedule 1**

## **Procedures Order**

# **Schedule 2**

## Assumed Contracts

**IN THE UNITED STATES BANKRUPTCY COURT**
**SOUTHERN DISTRICT OF TEXAS**
**HOUSTON DIVISION**

| | | |
|---|---|---|
| In re: | ) | Chapter 11 |
| TAILORED BRANDS, INC., *et al.*,[1] | ) | Case No. 20-33900 (MI) |
| Debtors. | ) | (~~Joint Administration Requested~~**Jointly Administered**) |
| | ) | **Re: Docket ~~No~~Nos. ~~____~~12 and 169** |

**ORDER (I) AUTHORIZING AND APPROVING PROCEDURES TO REJECT, ASSUME, OR ASSUME AND ASSIGN EXECUTORY CONTRACTS AND UNEXPIRED LEASES AND (II) GRANTING RELATED RELIEF**

Upon the motion (the "Motion")[2] of the above-captioned debtors and debtors in possession (collectively, the "Debtors") for entry of an order (this "Order") authorizing and approving the Contract Procedures for rejecting, assuming, or assuming and assigning executory contracts and unexpired leases, all as more fully set forth in the Motion; and upon the First Day Declaration; and this Court having jurisdiction over this matter pursuant to 28 U.S.C. § 1334; and this Court having found that this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2); and this Court having found that it may enter a final order consistent with Article III of the United States Constitution; and this Court having found that venue of this proceeding and the Motion in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and this Court having found that the relief requested in the Motion is in the best interests of the Debtors' estates, their creditors, and other parties in interest; and this Court having found that the Debtors' notice of the Motion and opportunity for a hearing on the Motion were appropriate under the circumstances and no other notice need be provided; and this Court having reviewed the Motion and having heard the

[1] A complete list of each of the Debtors in these chapter 11 cases may be obtained on the website of the Debtors' proposed claims and noticing agent at http://cases.primeclerk.com/TailoredBrands. The location of the Debtors' service address in these chapter 11 cases is: 6100 Stevenson Boulevard, Fremont, California 94538.

[2] Capitalized terms used but not defined herein have the meanings given to such terms in the Motion.

statements in support of the relief requested therein at a hearing before this Court (the "Hearing"); and this Court having determined that the legal and factual bases set forth in the Motion and at the Hearing establish just cause for the relief granted herein; and upon all of the proceedings had before this Court; and after due deliberation and sufficient cause appearing therefor, it is HEREBY ORDERED THAT:

1. The following Rejection Procedures are approved in connection with rejecting Contracts:

a. ***Rejection Notice***. The Debtors**, upon not less than three days' advance written notice (email being sufficient) to counsel to the official committee of unsecured creditors (the "Committee") to the extent reasonably practicable,** shall file a notice substantially in the form annexed as Annex 1 to the Order (the "Rejection Notice"), to reject a Contract or Contracts pursuant to section 365 of the Bankruptcy Code, which Rejection Notice shall set forth, among other things: (i) the Contract or Contracts to be rejected; (ii) the Debtor or Debtors party to such Contract; (iii) the names and addresses of the counterparties to such Contracts (each a "Rejection Counterparty")**, listed in alphabetical order**; (iv) the proposed effective date of rejection for such Contracts, which, for non-residential real property leases **("Leases")**, shall be the later of (a) the proposed effective date of the rejection for such ~~Contract~~**Lease**, or (b) if applicable, the date upon which the Debtors ~~in writing (email sufficient)~~ surrender the premises to the landlord and return the keys, key codes, or security codes, as applicable (the "Rejection Date"); (v) if any such Contract is a ~~l~~**L**ease, the personal property to be abandoned (the "Abandoned Property"), if any, and an estimate of the book value of such property, if practicable; and (vi) the deadlines and procedures for filing objections to the Rejection Notice (as set forth below). The Rejection Notice may list multiple Contracts, *provided* that the number of counterparties to Contracts listed on each Rejection Notice shall be limited to no more than 100.

b. ***Service of the Rejection Notice***. The Debtors will cause the Rejection Notice to be served by: (i) overnight delivery service **(and e-mail, if known)** upon the Rejection Counterparties affected by the Rejection Notice at the notice address provided in the applicable Contract (and upon such Rejection Counterparty's counsel, if known) ~~at least five (5) days prior to the Rejection Date~~; and (ii) first class mail, email, or fax, upon (A) the United States Trustee for the Southern District of Texas; (B) counsel to the Prepetition ABL Agent and the DIP Agent; (C) counsel to the term lenders under the Debtors' prepetition term loan facility; (D) the ~~holders of~~

~~the 30 largest unsecured claims against the Debtors (on a consolidated basis)~~**counsel to the Committee**; (E) the United States Attorney's Office for the Southern District of Texas; (F) the Internal Revenue Service; (G) the state attorneys general for all states in which the Debtors conduct business;~~ and~~ (H) any party that has requested notice pursuant to Bankruptcy Rule 2002 (collectively, the "Master Notice Parties")**; and (I) where known, upon any third parties that may, to the best of the Debtors' knowledge, have a known interest in the Debtors' personal property located on the Debtors' leased premises**.

c. ***Objection Procedures***. Parties objecting to a proposed rejection must file and serve a written objection[3] so that such objection is filed with the Court on the docket of the Debtors' chapter 11 cases and is ***actually received*** by the following parties (collectively, the "Objection Service Parties") no later than ~~fourteen (14~~**twenty-one (21**) days after the date the Debtors file and serve the relevant Rejection Notice (the "Rejection Objection Deadline"): (i) the Debtors, 6100 Stevenson Boulevard, Fremont, California 94538, Attn: A. Alexander Rhodes; (ii) proposed counsel to the Debtors, Kirkland & Ellis LLP, 601 Lexington Avenue, New York, New York 10022, Attn: Joshua A. Sussberg, P.C. and Aparna Yenamandra; (iii) proposed co-counsel to the Debtors, Jackson Walker LLP, 1401 McKinney, Suite 1900, Houston, Texas, 77010, Attn: Matthew D. Cavenaugh and Victoria Argeroplos; (iv) the United States Trustee, 515 Rusk, Suite 3516, Houston, Texas 77002, Attn: Hector Duran and Stephen Statham; (v) ~~counsel to any statutory committee appointed in these chapter 11 cases~~**proposed counsel to the Committee: (a) Pachulski Stang Ziehl & Jones LLP, 10100 Santa Monica Blvd., 13th Floor, Los Angeles, CA 90067 (Attn: Jeffrey Pomerantz and Paul Labov), and (b) Norton Rose Fulbright US LLP, 1301 McKinney, Suite 5100, Houston, TX 77010 (Attn: Jason Boland)**; (vi) counsel to the Prepetition ABL Agent and the DIP Agent, (a) Morgan Lewis & Bockius LLP, One Federal Street, Boston, Massachusetts 02110, Attn: Matthew F. Furlong, Julia Frost-Davies and Christopher L. Carter, and (b) Winstead PC, 600 Travis Street, Suite 5200, Houston, Texas 77002, Attn: Sean Davis; (vii) counsel to the term lenders under the Debtors' prepetition term loan facility, Gibson, Dunn & Crutcher LLP, 200 Park Avenue, New York, New York 10166, Attn: Scott J. Greenberg (sgreenberg@gibsondunn.com) and Jeremy D. Evans (jevans@gibsondunn.com); and (viii) counsel to the indenture trustee for The Men's Wearhouse, Inc. 7.00% Senior Notes due 2022, Emmett, Marvin & Martin LLP, 120 Broadway, 32 Floor, New York, New York 10271, Attn: Elizabeth M. Clark, Esq.

d. ***No Objection Timely Filed***. If no objection to the rejection of any Contract is timely filed, each Contract listed in the applicable Rejection Notice shall be rejected as of the applicable Rejection Date set forth in the

[3] ~~The Debtors are not seeking relief under the Lease Rejection Motion at the first day hearing.~~ An objection to the rejection of a particular Contract listed on a Rejection Notice shall not constitute an objection to the rejection of any other Contract listed on such Rejection Notice.

Rejection Notice or such other date to which the Debtors and the applicable Rejection Counterparty agree; *provided* that the Rejection Date for a rejection of a ~~lease of non-residential real property~~**Lease** shall not occur until the later of (i) the Rejection Date set forth in the Rejection Notice~~ and~~**,** (ii) **if applicable,** the date **upon which** the Debtors ~~relinquish control of the premises by notifying the affected landlord in writing of the Debtors'~~ surrender ~~of~~ the premises ~~and (A) turning over keys, key codes, and security codes, if any, to the affected~~**to the** landlord ~~or (B) notifying the affected landlord in writing that~~**and return** the keys, key codes, ~~and security codes, if any, are not available but the landlord may rekey the leased premises; *provided* that the Rejection Date for a lease of non-residential real property rejected pursuant to these Rejection Procedures shall not occur earlier than the date the Debtors filed and served the applicable Rejection Notice.~~**or security codes, as applicable, or (iii) such other date as the Court may order. If no objection is filed and served by the Rejection Objection Deadline, and upon written request by an applicable counterparty to a Contract, the Debtors shall submit a proposed order authorizing the rejection of such Contracts effective as of the Rejection Date and file such proposed order with the Court under a certificate of no objection.**

e. ***Unresolved Timely Objection***. If an objection to a Rejection Notice is timely filed and properly served as specified above and not withdrawn or resolved, **after consultation with** *the applicable Rejection* **Counterparty,** the Debtors shall request the Court schedule a hearing on such objection and shall provide at least ten (10) days' notice of such hearing to the applicable Rejection Counterparty and the other Objection Service Parties. If such objection is overruled or withdrawn, such Contract shall be rejected as of the applicable Rejection Date set forth in the applicable Rejection Notice or such other date to which the Debtors and the applicable Rejection Counterparty have agreed or that is ordered by the Court. In the case of a rejection of a ~~lease of non-residential real property~~**Lease**, such rejection shall not occur until the later of (i) the Rejection Date set forth in the Rejection Notice, (ii) **if applicable,** the date **upon which** the Debtors ~~relinquished control of the premises by notifying the affected landlord in writing of the Debtors'~~ surrender ~~of~~ the premises **to the landlord** and ~~(A) turning over~~**return the** keys, key codes, ~~and security codes, if any, to the affected landlord or (B) notifying the affected landlord in writing that the keys, key codes, and security codes, if any, are not available, but the landlord may rekey the leased premises~~**or security codes, as applicable**, and (iii) such other date to which the Debtors and the applicable Rejection Counterparty have agreed or that is ordered by the Court~~; *provided* that the Rejection Date for a lease of non-residential real property rejected pursuant to these Rejection Procedures shall not occur earlier than the date the Debtors filed and served *the applicable Rejection* Notice~~.

f. ***No Application of Security Deposits***. If the Debtors have deposited monies with a Rejection Counterparty as a security deposit or other arrangement, such Rejection Counterparty may not set off or recoup or otherwise use such deposit without the prior approval of the Court, unless the Debtors and the applicable Rejection Counterparty otherwise agree.

g. ***Modifications to Rejection Notice***. The Debtors reserve the right to remove any Contract from a Rejection Notice at any time prior to the Rejection Date.

h. ***Abandoned Property***. The Debtors are authorized, but not directed, at any time on or before the applicable Rejection Date, to remove or abandon any of the Debtors' personal property that may be located on the Debtors' leased premises that pertain to a rejected Contract. The Debtors shall generally describe the property in the Rejection Notice and their intent to abandon such property. Absent a timely objection, any and all property located on the Debtors' leased premises on the Rejection Date of the applicable lease of non-residential real property shall be deemed abandoned pursuant to section 554 of the Bankruptcy Code, as is, effective as of the Rejection Date. Landlords may, in their sole discretion and without further notice or order of the Court, utilize and/or dispose of such Abandoned Property without liability to the Debtors or third parties and, to the extent applicable, the automatic stay is modified to allow such disposition.[4] The rights of the counterparty to each Contract to assert claims for the disposition of the Abandoned Property are reserved, as are all parties' rights to object to such claims. **Notwithstanding any other provision of this Order, (a) the Debtors are not authorized to abandon, and are directed to remove, any hazardous materials as defined under applicable law from any leased premises as and to the extent they are required to do so by applicable law and (b) to** *the extent the Debtors seek to* **abandon personal property that contains any "personally identifiable information," as that term is defined in section 101(41A) of the Bankruptcy Code, or other personal and/or confidential information about the Debtors' employees and/or customers, or any other individual (the "Confidential Information"), the Debtors shall remove the Confidential Information from such personal property before abandonment.**

i. ***Proofs of Claim***. Claims arising out of the rejection of Contracts, if any, must be filed on or before the later of (i) the deadline for filing proofs of claim established in these chapter 11 cases, if any, and (ii) thirty (30) days after the later of (A) the Rejection Objection Deadline, if no objection is filed, and (B) the date that all such filed objections have either been overruled or withdrawn. If no proof of claim is timely filed, such claimant shall be forever barred from asserting a claim for damages arising from the

[4] If the Rejection Date specified on the Rejection Notice predated the removal of any property not otherwise generally described in the abandonment schedule to the Rejection Notice, the Rejection Date will not become effective until the date such property is removed from the premises.

rejection and from participating in any distributions on such a claim that may be made in connection with these chapter 11 cases.

2. The Debtors are hereby authorized to take such actions as may be necessary and appropriate to vacate the Debtors' leased premises prior to the Rejection Date for a lease of non-residential real property rejected pursuant to these Rejection Procedures without necessity of further order of this Court as provided in this Order or the Rejection Procedures.

3. The Inventory Drawback shall be conducted by the Debtors notwithstanding any restrictive provision of any lease, sublease, restrictive covenant, or other agreement relative to occupancy affecting or purporting to restrict the conduct of the Inventory Drawback and the rejection of leases, abandonment of assets, or "going dark" provisions, and such provisions shall not be enforceable in conjunction with the Inventory Drawback. Breach of any such provisions in these chapter 11 cases in conjunction with the Inventory Drawback shall not constitute a default under a lease or provide a basis to terminate the lease.

4. Approval of the Rejection Procedures and this Order will not prevent the Debtors from seeking to reject a Contract by separate motion or pursuant to a chapter 11 plan.

5. The following Assumption Procedures are approved in connection with assuming and assuming and assigning Contracts~~:~~**, which for the avoidance of doubt shall not be utilized to assume or assume and assign any leases of non-residential real property, notwithstanding anything to the contrary contained in this Order:**[5]

a. ***Assumption Notice***. The Debtors**, upon not less than three days' advance written notice (email being sufficient) to counsel to the Committee to the extent reasonably practicable,** shall file a notice, substantially in the form annexed as Annex 2 to the Order (the "Assumption Notice")~~,~~ indicating the Debtors' intent to assume or assume and assign a Contract or Contracts pursuant to section 365 of the Bankruptcy Code, which shall set forth, among other things: (i) the Contract or Contracts to be assumed or assumed and assigned; (ii) the

**5 Any assumption or assumption and assignment of Leases shall be pursuant to a separate order of the Court (which may be the order of the Court confirming the Debtors' plan of reorganization).**

Debtor or Debtors party to such Contract; (iii) the names and addresses of the counterparties to such Contracts (each an "Assumption Counterparty")**, listed in alphabetical order**; (iv) the identity of the proposed assignee of such Contracts (the "Assignee"), if applicable; (v) the proposed effective date of the assumption for each such Contract (the "Assumption Date"); (vi) the proposed cure amount, if any, for each such Contract; (vii) a description of any material amendments to the Contract made outside of the ordinary course of business; and (viii) the deadlines and procedures for filing objections to the Assumption Notice (as set forth below). The Assumption Notice may list multiple Contracts; *provided* that the number of counterparties to Contracts listed on each Assumption Notice shall be limited to no more than 100.

**b.** ~~a.~~ ***Service of the Assumption Notice and Evidence of Adequate Assurance***. The Debtors will cause the Assumption Notice to be served by (i) overnight delivery **(and e-mail, if known)** upon the Assumption Counterparties affected by the Assumption Notice and each Assignee, if applicable, at the address set forth in the notice provision of the applicable Contract (and upon the Assumption Counterparties' counsel, if known) and (ii) first class mail, email, or fax upon the Master Notice Parties. ~~To *the extent the Debtors seek to* assume and assign a lease of non-residential real property, the Debtors will cause evidence of adequate assurance of future performance to be served with the Assumption Notice by overnight delivery upon the Assumption Counterparties affected by the Assumption Notice at the address set forth in the notice provision of the applicable Contract (and upon the Assumption Counterparties' counsel, if known, by electronic mail).~~~~[5]~~**[6]**

**c.** ~~b.~~ ***Objection Procedures***. Parties objecting to a proposed assumption or assumption and assignment (including as to the cure amount), as applicable, of a Contract must file and serve a written objection~~[6]~~**[7]** so that such objection is filed with the Court no later than ~~fourteen (14~~**twenty-one (21**) days after the date the Debtors file and serve the relevant Assumption Notice and promptly serve such objection on the Objection Service Parties.

**d.** ~~c.~~ ***No Objection***. If no objection to the assumption or assumption and assignment of any Contract is timely filed, each Contract shall be assumed or assumed and assigned as of the Assumption Date set forth in the applicable Assumption Notice or such other date as the Debtors and the applicable Assumption Counterparties agree, and the proposed cure

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~~5~~**6** The Debtors shall serve (by electronic mail, if requested) a counterparty to a Contract ~~other than a lease of non-residential real property~~ to be assumed or assumed and assigned under the Contract Procedures with evidence of adequate assurance as soon as reasonably practicable upon such counterparty's written request to the Debtors' proposed counsel.

~~6~~**7** An objection to the assumption or assumption and assignment of any particular Contract listed on an Assumption Notice shall not constitute an objection to the assumption and/or assignment of any other Contract listed on such Assumption Notice.

amount shall be binding on all counterparties to such Contract, and no amount in excess thereof shall be paid for cure purposes~~; *provided* that the Assumption Date for a lease of non-residential real property shall not occur earlier than the date the Debtors filed and served the applicable Assumption Notice~~.

**e.** ~~d.~~ ***Unresolved Timely Objection***. If an objection to an Assumption Notice is timely filed and properly served as specified above and not withdrawn or resolved, the Debtors shall request the Court schedule a hearing on such objection**, after consultation with the applicable Rejection Counterparty,** and shall provide at least ten (10) days' notice of such hearing to the applicable Assumption Counterparty and the other Objection Service Parties. If such objection is overruled or withdrawn, such Contract shall be assumed or assumed and assigned as of the Assumption Date set forth in the Assumption Notice or such other date to which the Debtors and the counterparty to such Contract have agreed, or as ordered by the Court.

**f.** ~~e.~~ ***Modifications of Assumption Notice***. The Debtors reserve the right to remove any Contract from an Assumption Notice at any time prior to the Assumption Date (including, without limitation, upon the failure of any proposed assumption and assignment to close).

6. With regard to Contracts to be assigned, pursuant to sections 105(a) and 363(f) of the Bankruptcy Code, the assignment of any Contract shall: (a) be free and clear of (i) all liens (and any liens shall attach to the proceeds of such assignment in the same order and priority subject to all existing defenses, claims, setoffs, and rights) and (ii) any and all claims (as that term is defined in section 101(5) of the Bankruptcy Code), obligations, demands, guaranties of or by the Debtors, debts, rights, contractual commitments, restrictions, interests, and matters of any kind and nature, whether arising prior to or subsequent to the commencement of these chapter 11 cases, and whether imposed by agreement, understanding, law, equity, or otherwise (including, without limitation, claims, and encumbrances (A) that purport to give to any party a right or option to effect any forfeiture, modification, or termination of the interest of any Debtor or Assignee, as the case may be, in the Contract(s), or (B) in respect of any taxes; and (b) constitute a legal, valid, and effective transfer of such Contracts and vest the applicable Assignee with all rights, titles, and interests to the applicable Contracts). For the avoidance of doubt, all provisions

of the applicable assigned Contract, including any provision limiting assignment, shall be binding on the applicable Assignee.

7. Subject to and conditioned upon the occurrence of a closing with respect to the assumption and assignment of any Contract, and subject to the other provisions of this Order (including the aforementioned Assumption Procedures), the Debtors are hereby authorized in accordance with sections 365(b) and (f) of the Bankruptcy Code to (a) assume and assign to any Assignees the applicable Contracts, with any applicable Assignee being responsible only for the post-closing liabilities under the applicable Contracts except as otherwise provided for in this Order and (b) execute and deliver to any applicable Assignee such assignment documents as may be reasonably necessary to sell, assign, and transfer such Contract. For the avoidance of doubt, the occurrence of a closing with respect to the assumption and assignment of any Contract shall mean the date on which such assumption and assignment is effective.

8. The Debtors' right to assert that any provisions in the Contract that expressly or effectively restrict, prohibit, condition, or limit the assignment of or the effectiveness of the Contract to an Assignee are unenforceable anti-assignment or *ipso facto* clauses is fully reserved.

9. The Assignee shall have no liability or obligation with respect to defaults relating to the assigned Contracts arising, accruing, or relating to a period prior to the applicable closing date.

10. The Debtors are hereby authorized, pursuant to section 363(b) of the Bankruptcy Code, to enter into the consensual amendments as set forth in an Assumption Notice**, to the extent such amendments are expressly agreed to by an Assumption Counterparty**.

11. The Debtors are authorized to issue postpetition checks, or to effect postpetition fund transfer requests, in replacement of any checks or fund transfer requests that are dishonored

as a consequence of these chapter 11 cases with respect to prepetition amounts owed in connection with any Inventory Drawback.

12. Approval of the Contract Procedures and this Order will not prevent the Debtors from seeking to reject, assume, or assume and assign a Contract by separate motion.

13. The 14-day stay required of any assignment of any Contract pursuant to Bankruptcy Rule 6006(d) is hereby waived.

14. Notwithstanding the relief granted in this Order and any actions taken pursuant to such relief, nothing in this Order shall be deemed: (a) an admission as to the amount of, basis for, or validity of any claim against a Debtor entity under the Bankruptcy Code or other applicable nonbankruptcy law; (b) a waiver of the Debtors' or any other party in interest's right to dispute any claim on any grounds; (c) a promise or requirement to pay any claim; (d) an implication or admission that any particular claim is of a type specified or defined in the Motion or this Order or a finding that any particular claim is an administrative expense claim or other priority claim; (e) a request or authorization to assume, adopt, or reject any agreement, contract, or lease pursuant to section 365 of the Bankruptcy Code; (f) an admission as to the validity, priority, enforceability, or perfection of any lien on, security interest in, or other encumbrance on property of the Debtors' estates; (g) a waiver or limitation of the Debtors' or any other party in interest's rights under the Bankruptcy Code or any other applicable law; or (h) a concession by the Debtors that any liens (contractual, common law, statutory, or otherwise) that may be satisfied pursuant to the relief authorized in this Order are valid, and the rights of all parties in interest are expressly reserved to contest the extent, validity, or perfection or seek avoidance of all such liens.

15. All rights and defenses of the Debtors are preserved, including all rights and defenses of the Debtors with respect to a claim for damages arising as a result of a Contract

rejection, including any right to assert an offset, recoupment, counterclaim, or deduction. In addition, nothing in this Order or the Motion shall limit the Debtors' ability to subsequently assert that any particular Contract is terminated and is no longer an executory contract or unexpired lease.

16. Notice of the Motion satisfies the requirements of Bankruptcy Rule 6004(a) and the Bankruptcy Local Rules are satisfied by such notice.

17. Notwithstanding Bankruptcy Rule 6004(h), the terms and conditions of this Order are immediately effective and enforceable upon its entry.

18. The Debtors are authorized to take all actions necessary to effectuate the relief granted in this Order in accordance with the Motion, the Rejection Notice, and the Assumption Notice, as applicable.

19. This Court retains exclusive jurisdiction with respect to all matters arising from or related to the implementation, interpretation, and enforcement of this Order.

Dated: ___________, 2020
Houston, Texas

_____________________________________
UNITED STATES BANKRUPTCY JUDGE

# Annex 1

## Proposed Rejection Notice

**IN THE UNITED STATES BANKRUPTCY COURT**
**SOUTHERN DISTRICT OF TEXAS**
**HOUSTON DIVISION**

| | | |
|---|---|---|
| In re: | ) | Chapter 11 |
| TAILORED BRANDS, INC., *et al.*,[1] | ) | Case No. 20-33900 (MI) |
| Debtors. | ) | (~~Joint Administration Requested~~**Jointly Administered**) |
| | ) | **Re: Docket No. _____** |

**[NUMBER] NOTICE OF REJECTION OF [A] CERTAIN EXECUTORY CONTRACT[S] [AND/OR UNEXPIRED LEASES]**

**PARTIES RECEIVING THIS NOTICE SHOULD LOCATE THEIR NAMES AND THEIR CONTRACTS OR LEASES ON SCHEDULE 2 ATTACHED HERETO AND READ THE CONTENTS OF THIS NOTICE CAREFULLY.**

**PLEASE TAKE NOTICE** that on [____________], 2020, the United States Bankruptcy Court for the Southern District of Texas (the "Court") entered an order on the motion (the "Motion")[2] of debtors and debtors in possession (the "Debtors") (i) authorizing and approving procedures to reject, assume, or assume and assign executory contracts and unexpired leases and (ii) granting related relief [Docket No. ____] (the "Procedures Order"), attached hereto as **Schedule 1**.

**PLEASE TAKE FURTHER NOTICE** that, pursuant to the Procedures Order and by this written notice (this "Rejection Notice"), the Debtors hereby notify you that they have determined, in the exercise of their business judgment, that each Contract set forth on **Schedule 2** attached hereto is hereby rejected effective as of the date (the "Rejection Date") set forth in **Schedule 2**, or such other date to which the Debtors and the counterparty or counterparties to any such Contract agree.

[1] A complete list of each of the Debtors in these chapter 11 cases may be obtained on the website of the Debtors' proposed claims and noticing agent at http://cases.primeclerk.com/TailoredBrands. The location of the Debtors' service address in these chapter 11 cases is: 6100 Stevenson Boulevard, Fremont, California 94538.

[2] Capitalized terms used but not otherwise defined herein have the meanings ascribed to them in the Motion.

**PLEASE TAKE FURTHER NOTICE** that parties seeking to object to the proposed rejection of any of the Contracts must file and serve a written objection so that such objection is filed with the Court on the docket of the Debtors' chapter 11 cases and is ***actually received*** by the following parties no later than ~~14~~**21** days after the date that the Debtors served this Notice: (i) the Debtors, 6100 Stevenson Boulevard, Fremont, California 94538, Attn: A. Alexander Rhodes; (ii) proposed counsel to the Debtors, Kirkland & Ellis LLP, 601 Lexington Avenue, New York, New York 10022, Attn: Joshua A. Sussberg, P.C. and Aparna Yenamandra; (iii) proposed co-counsel to the Debtors, Jackson Walker LLP, 1401 McKinney, Suite 1900, Houston, Texas, 77010, Attn: Matthew D. Cavenaugh and Victoria Argeroplos; (iv) the United States Trustee, 515 Rusk, Suite 3516, Houston, Texas 77002, Attn: Hector Duran and Stephen Statham; (v) ~~counsel to any statutory committee appointed in these chapter 11 cases~~**proposed counsel to the Committee: (a) Pachulski Stang Ziehl & Jones LLP, 10100 Santa Monica Blvd., 13th Floor, Los Angeles, CA 90067 (Attn: Jeffrey Pomerantz and Paul Labov), and (b) Norton Rose Fulbright US LLP, 1301 McKinney, Suite 5100, Houston, TX 77010 (Attn: Jason Boland)**; (vi) counsel to Prepetition ABL Agent and the DIP Agent, (a) Morgan Lewis & Bockius LLP, One Federal Street, Boston, Massachusetts 02110, Attn: Matthew F. Furlong, Julia Frost-Davies and Christopher L. Carter, and (b) Winstead PC, 600 Travis Street, Suite 5200, Houston, Texas 77002, Attn: Sean Davis; (vii) counsel to the term lenders under the Debtors' prepetition term loan facility, Gibson, Dunn & Crutcher LLP, 200 Park Avenue, New York, New York 10166, Attn: Scott J. Greenberg and Jeremy D. Evans; ~~and~~ (viii) counsel to the indenture trustee for The Men's Wearhouse, Inc. 7.00% Senior Notes due 2022, Emmett, Marvin & Martin LLP, 120 Broadway, 32 Floor, New York, New York 10271, Attn: Elizabeth M. Clark, Esq**; and (ix) where known, upon any third parties that may, to**

**the best of the Debtors' knowledge, have a known interest in the Debtors' personal property located on the Debtors' leased premises**.

**PLEASE TAKE FURTHER NOTICE** that, absent an objection being timely filed, the rejection of each Contract shall become effective on the applicable Rejection Date set forth in **Schedule 2** or such other date to which the Debtors and the counterparty or counterparties to such Contract agree.[3]

**PLEASE TAKE FURTHER NOTICE** that, if an objection to the rejection of any Contract is timely filed and not withdrawn or resolved, the Debtors shall file a notice for a hearing to consider the objection for the Contract or Contracts to which such objection relates. If such objection is overruled or withdrawn, such Contract or Contracts shall be rejected as of the applicable Rejection Date set forth in **Schedule 2** or such other date to which the Debtors and the counterparty or counterparties to any such Contract agree.

**PLEASE TAKE FURTHER NOTICE** that, pursuant to the terms of the Procedures Order, if the Debtors have deposited monies with a Contract counterparty as a security deposit or other arrangement, the Contract counterparty may not set off or recoup or otherwise use such monies without further order of the Court, unless the Debtors and the counterparty or counterparties to such Contracts otherwise agree.

**PLEASE TAKE FURTHER NOTICE** that, absent timely objection, any personal property of the Debtors that is listed and described in **Schedule 2** shall be deemed abandoned as of the Rejection Date.

[3] An objection to the rejection of any particular Contract listed in this Rejection Notice shall not constitute an objection to the rejection of any other contract or lease listed in this Rejection Notice. Any objection to the rejection of any particular Contract listed in this Rejection must state with specificity the Contract to which it is directed. For each particular Contract whose rejection is not timely or properly objected to, such rejection will be effective in accordance with this Rejection Notice and the Order.

**PLEASE TAKE FURTHER NOTICE** that, to the extent you wish to assert a claim with respect to rejection of your Contract or Contracts, you must do so by the later of (a) the claims bar date established in these chapter 11 cases, if any, and (b) thirty (30) days after the later of (A) the Rejection Objection Deadline, if no objection is filed and (B) the date that all such filed objections have either been overruled or withdrawn. IF YOU FAIL TO TIMELY SUBMIT A PROOF OF CLAIM IN THE APPROPRIATE FORM BY THE DEADLINE SET FORTH HEREIN, YOU WILL BE FOREVER BARRED, ESTOPPED, AND ENJOINED FROM (1) ASSERTING SUCH CLAIM AGAINST ANY OF THE DEBTORS AND THEIR CHAPTER 11 ESTATES, (2) VOTING ON ANY CHAPTER 11 PLAN OF REORGANIZATION FILED IN THESE CASES ON ACCOUNT OF SUCH CLAIM, AND (3) PARTICIPATING IN ANY DISTRIBUTION IN THE DEBTORS' CHAPTER 11 CASES ON ACCOUNT OF SUCH CLAIM.

[*Remainder of page intentionally left blank.*]

Houston, Texas
________, 2020

Matthew D. Cavenaugh (TX Bar No. 24062656)
Kristhy Peguero (TX Bar No. 24102776)
Veronica A. Polnick (TX Bar No. 24079148)

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-and-

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*Proposed Co-Counsel to the Debtors and Debtors in Possession*

# Schedule 1

## Procedures Order

## <u>Schedule 2</u>

## Rejected Contracts

# Annex 2

## Proposed Assumption Notice

**IN THE UNITED STATES BANKRUPTCY COURT**
**SOUTHERN DISTRICT OF TEXAS**
**HOUSTON DIVISION**

| | | |
|---|---|---|
| In re: | ) | Chapter 11 |
| | ) | |
| TAILORED BRANDS, INC., *et al.*,[1] | ) | Case No. 20-33900 (MI) |
| | ) | |
| Debtors. | ) | (~~Joint Administration Requested~~**Jointly Administered**) |
| | ) | |

**[NUMBER] NOTICE OF ASSUMPTION¶ OR ASSUMPTION ¶ AND ASSIGNMENT OF [A]¶ CERTAIN EXECUTORY CONTRACT[S] ~~[AND/OR UNEXPIRED LEASES]~~**

**PARTIES RECEIVING THIS NOTICE SHOULD LOCATE THEIR NAMES AND THEIR CONTRACTS ~~OR LEASES~~ ON SCHEDULE 2 ATTACHED HERETO AND READ THE CONTENTS OF THIS NOTICE CAREFULLY.**

**PLEASE TAKE NOTICE** that on [____________], 2020, the United States Bankruptcy Court for the Southern District of Texas (the "Bankruptcy Court") entered an order on the motion (the "Motion")[2] of debtors and debtors in possession (the "Debtors") (i) authorizing and approving procedures to reject, assume, or assume and assign executory contracts and ~~unexpired leases and~~ (ii) granting related relief [Docket No. ____] (the "Procedures Order"), attached hereto as **Schedule 1**.

**PLEASE TAKE FURTHER NOTICE** that, pursuant to the Procedures Order and by this written notice (this "Assumption Notice"), the Debtors hereby notify you that they have determined, in the exercise of their business judgment, that each Contract set forth on **Schedule 2** attached hereto is hereby assumed or assumed and assigned, as applicable, effective as of the date

[1] A complete list of each of the Debtors in these chapter 11 cases may be obtained on the website of the Debtors' proposed claims and noticing agent at http://cases.primeclerk.com/TailoredBrands. The location of the Debtors' service address in these chapter 11 cases is: 6100 Stevenson Boulevard, Fremont, California 94538.

[2] Capitalized terms used but not otherwise defined herein have the meanings ascribed to them in the Motion.

(the "Assumption Date") set forth in **Schedule 2**, or such other date as the Debtors and the counterparty or counterparties to any such Contract agree.

**PLEASE TAKE FURTHER NOTICE** that the Debtor or Assignee, as applicable, has the financial wherewithal to meet all future obligations under the Contract, which may be evidenced upon written request by the counterparty to the Contract,~~[3]~~ thereby demonstrating that the Debtor or Assignee, as applicable, has the ability to comply with the requirements of adequate assurance of future performance.~~[4]~~[3]

**PLEASE TAKE FURTHER NOTICE** that parties seeking to object to the proposed assumption or assumption and assignment of any of the Contracts must file and serve a written objection so that such objection is filed with the Court on the docket of the Debtors' chapter 11 cases and is ***actually received*** by the following parties no later than ~~14~~**21** days after the date that the Debtors served this Notice: (i) the Debtors, 6100 Stevenson Boulevard, Fremont, California 94538, Attn: A. Alexander Rhodes; (ii) proposed counsel to the Debtors, Kirkland & Ellis LLP, 601 Lexington Avenue, New York, New York 10022, Attn: Joshua A. Sussberg, P.C. and Aparna Yenamandra; (iii) proposed co-counsel to the Debtors, Jackson Walker LLP, 1401 McKinney, Suite 1900, Houston, Texas, 77010, Attn: Matthew D. Cavenaugh and Victoria Argeroplos; (iv) the United States Trustee, 515 Rusk, Suite 3516, Houston, Texas 77002, Attn: Hector Duran and Stephen Statham; (v) ~~counsel to any statutory committee appointed in these chapter 11 cases~~**proposed counsel to the Committee: (a) Pachulski Stang Ziehl & Jones LLP, 10100 Santa Monica Blvd., 13th Floor, Los Angeles, CA 90067 (Attn: Jeffrey Pomerantz and Paul Labov), and (b) Norton Rose Fulbright US LLP, 1301 McKinney, Suite 5100,**

~~[3] To the extent the Debtors seek to assume and assign a lease of non-residential real property, the Debtors will cause evidence of adequate assurance of future performance to be served with the Assumption Notice by overnight delivery upon the Assumption Counterparties affected by the Assumption Notice.~~

~~[4]~~[3] The Debtors shall serve the counterparty to the Contract with evidence of adequate assurance upon such counterparty's written request to Debtors' **proposed** counsel**, Anne Wallice at anne.wallice@kirkland.com**.

**Houston, TX 77010 (Attn: Jason Boland)**; (vii) counsel to the term lenders under the Debtors' prepetition term loan facility, Gibson, Dunn & Crutcher LLP, 200 Park Avenue, New York, New York 10166, Attn: Scott J. Greenberg (sgreenberg@gibsondunn.com) and Jeremy D. Evans (jevans@gibsondunn.com); (vii) counsel to the Prepetition ABL Agent and the DIP Agent, (a) Morgan Lewis & Bockius LLP, One Federal Street, Boston, Massachusetts 02110, Attn: Matthew F. Furlong, Julia Frost-Davies and Christopher L. Carter, and (b) Winstead PC, 600 Travis Street, Suite 5200, Houston, Texas 77002, Attn: Sean Davis; (viii) counsel to the indenture trustee for The Men's Wearhouse, Inc. 7.00% Senior Notes due 2022, Emmett, Marvin & Martin LLP, 120 Broadway, 32 Floor, New York, New York 10271, Attn: Elizabeth M. Clark, Esq.

**PLEASE TAKE FURTHER NOTICE** that, absent an objection being timely filed, the assumption or assumption and assignment of each Contract shall become effective on the applicable Assumption Date set forth in **Schedule 2** or such other date to which the Debtors and the counterparty or counterparties to such Contract agree.[~~5~~4]

**PLEASE TAKE FURTHER NOTICE** that, the proposed cure amount under the Contract is set forth in **Schedule 2**. If a written objection to the proposed cure amount is not timely filed, then the cure amount shall be binding on all parties and no amount in excess thereof shall be paid for cure purposes.

**PLEASE TAKE FURTHER NOTICE** that if an objection to the assumption or assumption and assignment of any Contract is timely filed and not withdrawn or resolved, the

[~~5~~4] An objection to the assumption and/or assignment of any particular Contract or cure amount listed in this Assumption Notice shall not constitute an objection to the assumption and/or assignment of any other contract or lease listed in this Assumption Notice. Any objection to the assumption and/or assignment of any particular Contract or cure amount listed in this Assumption Notice must state with specificity the Contract to which it is dire cted. For each particular Contract whose assumption and/or assignment is not timely or properly objected to, such assumption and/or assignment will be effective in accordance with this Assumption Notice and the Procedures Order.

Debtors shall file a notice for a hearing to consider the objection for the Contract or Contracts to which such objection relates. If such objection is overruled or withdrawn, such Contract or Contracts shall be assumed or assumed and assigned as of the Assumption Date set forth in **Schedule 2** or such other date as the Debtors and the counterparty or counterparties to such Contract agree.

[*Remainder of page intentionally left blank.*]

Houston, Texas
_______, 2020

Matthew D. Cavenaugh (TX Bar No. 24062656)
Kristhy Peguero (TX Bar No. 24102776)
Veronica A. Polnick (TX Bar No. 24079148)

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**KIRKLAND & ELLIS LLP**
**KIRKLAND & ELLIS INTERNATIONAL LLP**
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Christopher Marcus, P.C. (**admitted** *pro hac vice*~~-pending~~)
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*Proposed Co-Counsel to the Debtors and Debtors in Possession*

# Schedule 1

## Procedures Order

## Schedule 2

**Assumed Contracts**

Document comparison by Workshare Compare on Tuesday, August 25, 2020 6:31:16 PM

| **Input:** | |
|---|---|
| Document 1 ID | interwovenSite://DMS.KIRKLAND.COM/LEGAL/70416176/1 |
| Description | #70416176v1<LEGAL> - TB - Assumption-Rejection Procedures Order [Filing Version 8.5.20] |
| Document 2 ID | interwovenSite://DMS.KIRKLAND.COM/LEGAL/70416176/12 |
| Description | #70416176v12<LEGAL> - TB - Assumption-Rejection Procedures Order [K&E Draft 8.24.20] |
| Rendering set | Color |

| **Legend:** | |
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| **Insertion** | |
| ~~Deletion~~ | |
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| Format change | |
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| Split/Merged cell | |
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| **Statistics:** | |
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| | Count |
| Insertions | 71 |
| Deletions | 66 |
| Moved from | 2 |
| Moved to | 2 |
| Style change | 0 |
| Format changed | 0 |

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| Total changes | 141 |

**IN THE UNITED STATES BANKRUPTCY COURT**
**FOR THE SOUTHERN DISTRICT OF TEXAS**
**HOUSTON DIVISION**

| | | |
|---|---|---|
| In re: | ) | Chapter 11 |
| | ) | |
| TAILORED BRANDS, INC., *et al.*,[1] | ) | Case No. 20-33900 (MI) |
| | ) | |
| Debtors. | ) | (Jointly Administered) |
| | ) | |

**DEBTORS' MOTION FOR ENTRY OF AN ORDER EXTENDING THE TIME WITHIN WHICH THE DEBTORS MUST ASSUME OR REJECT UNEXPIRED LEASES OF NONRESIDENTIAL REAL PROPERTY**

**THIS MOTION SEEKS AN ORDER THAT MAY ADVERSELY AFFECT YOU. IF YOU OBJECT TO THE RELIEF REQUESTED, YOU MUST RESPOND IN WRITING, SPECIFICALLY ANSWERING EACH PARAGRAPH OF THIS PLEADING. UNLESS OTHERWISE DIRECTED BY THE COURT, YOU MUST FILE YOUR RESPONSE WITH THE CLERK OF THE BANKRUPTCY COURT WITHIN TWENTY-ONE DAYS FROM THE DATE YOU WERE SERVED WITH THIS PLEADING. YOU MUST SERVE A COPY OF YOUR RESPONSE ON THE PERSON WHO SENT YOU THE NOTICE; OTHERWISE, THE COURT MAY TREAT THE PLEADING AS UNOPPOSED AND GRANT THE RELIEF REQUESTED.**

**REPRESENTED PARTIES SHOULD ACT THROUGH THEIR ATTORNEY.**

The above-captioned debtors and debtors in possession (collectively, the "Debtors")[2] state as follows in support of this motion (this "Motion")

[1] A complete list of each of the Debtors in these chapter 11 cases may be obtained on the website of the Debtors' claims and noticing agent at http://cases.primeclerk.com/TailoredBrands. The location of the Debtors' service address in these chapter 11 cases is: 6100 Stevenson Boulevard, Fremont, California 94538.

[2] A detailed description of the Debtors and their business, and the facts and circumstances supporting the Debtors' chapter 11 cases, are set forth in greater detail in the *Declaration of Holly Etlin, Chief Restructuring Officer of Tailored Brands, Inc., in Support of Chapter 11 Petitions and First Day Motions* (the "First Day Declaration"), filed contemporaneously with the Debtors' voluntary petitions for relief filed under chapter 11 of title 11 of the United States Code (the "Bankruptcy Code"), on August 2, 2020 (the "Petition Date"). Capitalized terms used but not otherwise defined in this Motion shall have the meanings given to them in the First Day Declaration.

## Relief Requested

1. The Debtors seek entry of an order, substantially in the form attached hereto (the "Order"): (i) extending the time within which the Debtors may assume or reject unexpired leases of nonresidential real property (collectively, the "Unexpired Leases") through the earlier of (a) the date of the entry of an order confirming a plan of reorganization (subject to the effectiveness of such plan of reorganization) and (b) February 28, 2021; and (ii) granting related relief.[3]

## Jurisdiction and Venue

2. The United States Bankruptcy Court for the Southern District of Texas (the "Court") has jurisdiction over this matter pursuant to 28 U.S.C. § 1334. This is a core proceeding pursuant to 28 U.S.C. § 157(b). The Debtors confirm their consent, pursuant to rule 7008 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules"), to the entry of a final order by the Court.

3. Venue is proper pursuant to 28 U.S.C. §§ 1408 and 1409.

4. The basis for the relief requested herein is section 365(d)(4) of title 11 of the United States Code, 11 U.S.C. §§ 101-1532 (the "Bankruptcy Code").

## Background

5. The Debtors are a leading specialty retailer of men's tailored clothing and the largest men's formalwear provider in the United States and Canada. The Debtors operate approximately 1,400 stores throughout the United States and Canada through an omni-channel network of five retail brands (Men's Wearhouse, Men's Wearhouse and Tux, Jos. A. Bank, K&G,

---

3 Notwithstanding anything to the contrary, the Debtors are not seeking a determination that any particular lease, contract, instrument, or other document constitutes an unexpired lease of nonresidential real property subject to the provisions of section 365(d)(4) of the Bankruptcy Code and all parties' rights are reserved with respect to such determination.

and Moores). As of the Petition Date, the Debtors operate 1,274 stores across the United States and 125 stores in Canada. The Debtors also maintain a substantial online presence.

6. On the Petition Date, each of the Debtors filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code. The Debtors are operating their businesses and managing their properties as debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code. On August 3, 2020, the Court entered an order granting procedural consolidation and joint administration of these chapter 11 cases pursuant to Bankruptcy Rule 1015(b). No request for the appointment of a trustee or examiner has been made in these chapter 11 cases, and no committees have been appointed or designated.

## The Debtors' Restructuring Efforts to Date[4]

7. Prior to the Petition Date, the Debtors diligently advanced their restructuring goals. Since the Petition Date, the Debtors have been focused on a smooth transition, engaging with the unsecured creditors' committee once appointed, obtaining Court approval of important procedural and operational relief, and continuing to engage their key stakeholders, including the Debtors' Prepetition ABL Agent and DIP Agent and the Ad Hoc Group, on the terms of a comprehensive restructuring transaction. The Debtors intend to file their proposed plan of reorganization (the "Plan") and disclosure statement (the "Disclosure Statement") related thereto in the coming days in accordance with the Restructuring Support Agreement.

4 Capitalized items used but not defined herein shall have the meaning ascribed to them in the Restructuring Support Agreement, attached as Exhibit A to the First Day Declaration.

**The Unexpired Leases**

8. The Debtors are party to thousands of Unexpired Leases.[5] The Unexpired Leases primarily consist of, among other agreements, (a) the Debtors' store leases, (b) office leases, and (d) various other leases critical to the Debtors' business. The Debtors' initial 120-day period to assume or reject the Unexpired Leases will expire after November 30, 2020.

9. While the Debtors and their advisors have been diligently evaluating the Unexpired Leases since before the Petition Date, the Debtors have not yet completed their analysis or determination as to which of their Unexpired Leases they will reject or assume. Accordingly, although Debtors expect to emerge within 120 days after the Petition Date as contemplated by the milestones set forth in the *Interim Order (I) Authorizing the Debtors to Obtain Postpetition Financing, (II) Authorizing the Debtors to Use Cash Collateral, (III) Granting Liens and Providing Superpriority Administrative Expense Status, (IV) Granting Adequate Protection to the Prepetition Secured Parties, (V) Modifying the Automatic Day, (VI) Scheduling a Final Hearing, and (VII) Granting Related Relief* [Docket No. 85] (the "Interim DIP Order"), out of abundance of caution, the Debtors seek an extension as permitted under section 365(d)(4) under the Bankruptcy Code to the earlier of (a) entry of an order confirming a plan of reorganization (subject to the effectiveness of such plan of reorganization) and (b) February 28, 2021. As further discussed herein, an extension of the period during which the Debtors may assume or reject the Unexpired

[5] The Debtors have not yet made a determination as to whether each of the aforementioned leases qualify as "nonresidential real property leases" under section 365 of the Bankruptcy Code. While this motion attempts to describe all of the Debtors' leases of nonresidential real property, the Debtors may later become aware of additional leases through, among other things, the claims process and the Debtors' continuing review of their books and records. To the extent that the Debtors are party to any leases of nonresidential property not described in this motion, out of an abundance of caution, the Debtors seek the extension of the initial 120-day period requested herein with regard to such leases notwithstanding such inadvertent omission.

Leases is necessary and warranted under the facts and circumstances of these chapter 11 cases. The Debtors submit that all parties will be best served by an extension, which will avoid needless distraction and provide the appropriate environment for the major stakeholders in these chapter 11 cases to work collaboratively regarding the treatment of, among other things, the Unexpired Leases. Therefore, cause exists to extend the section 365(d)(4) deadline (subject to any further consensual extensions negotiated with any applicable lease counterparties).

## **Basis for Relief**

10. An extension of the period during which the Debtors may assume or reject the Unexpired Leases through the earlier of (a) entry of an order confirming a plan of reorganization (subject to the effectiveness of such plan of reorganization) and (b) February 28, 2021 is necessary and warranted. Section 365(d)(4) of the Bankruptcy Code provides that an unexpired lease of nonresidential real property under which a debtor is the lessee shall be deemed rejected if the debtor does not assume or reject the unexpired lease within the earlier of 120 days after the petition date or before plan confirmation. 11 U.S.C. § 365(d)(4)(A). A court may extend the period for 90 days on the motion of the debtor or lessor for "cause." 11 U.S.C. § 365(d)(4)(B)(i). Courts consider various factors in determining whether such "cause" exists, including, but not limited to:

- whether the lease is the debtor's primary asset;
- whether the debtor has had sufficient time to intelligently appraise its financial situation and the potential value of its assets in terms of the formulation of a plan of reorganization;
- whether the lessor continues to receive rent for the use of the property;
- whether the debtor's continued occupation could damage the lessor beyond the compensation available under the Bankruptcy Code;
- whether the case is exceptionally complex and involves a large number of leases;

- whether the debtor has failed or is unable to formulate a plan when it has had sufficient time to do so; and
- any other factors bearing on whether the debtor has had a reasonable amount of time in which to decide whether to assume or reject the lease.

*See, e.g., In re Am. Healthcare Mgt., Inc.*, 900 F.2d 827, 833 (5th Cir. 1990) (discussing factors relevant to section 365(d)(4) analysis); *In re Panaco, Inc.*, 2002 WL 31990368, at *5 (Bankr. S.D. Tex. Dec. 10, 2002) (listing similar factors to consider when determining whether to extend deadline); *see also In re Burger Boys, Inc.*, 94 F.3d 755, 761 (2d Cir. 1996) (same); *In re Beautyco, Inc.*, 307 B.R. 225, 231 (Bankr. N.D. Okla. 2004) (same); *In re Adelphia Commc'ns Corp.*, 291 B.R. 283, 293 (Bankr. S.D.N.Y. 2003) (same); *In re Serv. Merch. Co., Inc.*, 256 B.R. 744, 748 (Bankr. M.D. Tenn. 2000) (same).

11. The foregoing factors weigh in favor of granting the requested extension, and cause exists to extend the time within which the Debtors may assume or reject the Unexpired Leases.

12. ***First***, the Unexpired Leases are critical assets of the Debtors' estates. For example, certain Unexpired Leases may be store leases, pursuant to which the Debtors operate their retail business. These leases are essential to the Debtors' ongoing operations and, therefore, are important assets of the Debtors' estates. The requested 90-day extension will enable the Debtors to make a fully informed decision regarding these vital elements of their business operations. Moreover, the Debtors' nonresidential leases include their office leases, all of which are critical to maintain continued operation of Debtors' daily operations. Therefore, the Unexpired Leases are primary assets of the Debtors' business.

13. ***Second***, the Debtors continue to honor all their undisputed postpetition rental obligations under their Unexpired Leases in the ordinary course, and, if the Debtors emerge from chapter 11 on the currently-contemplated timeline, the assumption or rejection of the Unexpired Leases will be resolved through the implementation of the Plan. Accordingly, neither harm to the

lessors nor damage to the properties will result from the Debtors continuing to use the leased properties while working towards emergence.

14. ***Third***, these chapter 11 cases are complex, and the Debtors are party to a considerable number of Unexpired Leases. Further, the Debtors also have been involved in numerous complicated matters critical to their restructuring efforts. Beyond the complexities of operating their business enterprise, the Debtors continue to face the challenges that contributed to the commencement of these chapter 11 cases. Considering the multitude of tasks the Debtors have addressed thus far during these chapter 11 cases and continue to address, and the Debtors' need to focus on developing consensus around their restructuring path forward, extending the section 365(d)(4) deadline through the earlier of (a) entry of an order confirming a plan of reorganization (subject to the effectiveness of such plan of reorganization) and (b) February 28, 2021.

15. ***Fourth***, the Debtors have formulated and will soon file the Plan and Disclosure Statement and continue to make progress in their overall restructuring efforts.

16. For the foregoing reasons, the Debtors satisfy many of the relevant factors that courts determine constitute "cause" for the purposes of extending the section 365(d)(4) deadline. Additionally, the lessors under the Unexpired Leases will not be prejudiced by the extension of time requested by the Debtors because: (a) the Debtors have performed and intend to continue to perform in a timely manner their undisputed postpetition obligations for so long as the Debtors maintain the Unexpired Leases; (b) the Debtors' continued occupation of the leased premises is not likely to damage the facilities or harm the lessors; and (c) any lessor in its discretion may request that the Court fix an earlier date by which the Debtors must assume or reject its lease in accordance with section 365(d)(4) of the Bankruptcy Code, to the extent required by the circumstances. Thus, the relief requested herein will not harm lessors but will merely preserve the

*status quo* while the Debtors analyze the Unexpired Leases and decide whether to assume or reject them. *See, e.g.*, *In re Am. Healthcare Mgt., Inc.*, 900 F.2d at 833 ("[A]n order extending the time for a debtor to assume or reject a lease merely preserves the status quo.").

17. Thus, the totality of the circumstances weigh heavily in favor of an extension of the deadline for the Debtors to assume or reject leases, and the proposed extension of the section 365(d)(4) deadline is necessary, appropriate, and in the best interests of the Debtors' estates, and should be granted. Therefore, the Debtors request this Court grant an extension of the section 365(d)(4) deadline through the earlier of (a) entry of an order confirming a plan of reorganization (subject to the effectiveness of such plan of reorganization) and (b) February 28, 2021.

**Reservation of Rights**

18. Nothing contained herein or any actions taken pursuant to such relief requested is intended or shall be construed as: (a) an admission as to the amount of, basis for, or validity of any claim against a Debtor entity under the Bankruptcy Code or other applicable nonbankruptcy law; (b) a waiver of the Debtors' or any other party in interest's right to dispute any claim on any grounds; (c) a promise or requirement to pay any claim; (d) an implication or admission that any particular claim is of a type specified or defined in this Motion or any order granting the relief requested by this Motion or a finding that any particular claim is an administrative expense claim or other priority claim; (e) a request or authorization to assume, adopt, or reject any agreement, contract, or lease pursuant to section 365 of the Bankruptcy Code; (f) an admission as to the validity, priority, enforceability, or perfection of any lien on, security interest in, or other encumbrance on property of the Debtors' estates; (g) a waiver or limitation of the Debtors' or any other party in interest's rights under the Bankruptcy Code or any other applicable law; or (h) a concession by the Debtors that any liens (contractual, common law, statutory, or otherwise) that may be satisfied pursuant to the relief requested in this Motion are valid, and the rights of all parties

in interest are expressly reserved to contest the extent, validity, or perfection or seek avoidance of all such liens. If the Court grants the relief sought herein, any payment made pursuant to the Court's order is not intended and should not be construed as an admission as to the validity of any particular claim or a waiver of the Debtors' rights to subsequently dispute such claim.

**Notice**

19. Notice of the hearing on the relief requested in the Motion has been provided by the Debtors in accordance and compliance with Bankruptcy Rules 4001 and 9014, as well as the Bankruptcy Local Rules, and is sufficient under the circumstances. The Debtors served parties in interest, whether by facsimile, electronic mail, overnight courier or hand delivery, including (a) the Office of the United States Trustee for the Southern District of Texas; (b) entities listed as holding the 30 largest unsecured claims against the Debtors (on a consolidated basis); (c) the Prepetition ABL Agent and the DIP Agent, and counsel thereto; (d) the agent under the Debtors' prepetition term loan facility and counsel thereto; (e) counsel to term lenders under the Debtors' prepetition term loan facility; (f) the indenture trustee for The Men's Wearhouse, Inc. 7.00% Senior Notes due 2022, and counsel thereto; (g) the Office of the United States Attorney for the Southern District of Texas; (h) the state attorneys general for states in which the Debtors conduct business; (i) the Internal Revenue Service; (j) the Securities and Exchange Commission; (k) the Environmental Protection Agency; and (l) any party that has requested notice pursuant to Bankruptcy Rule 2002. In light of the nature of the relief requested, no other or further notice need be given.

*K*

WHEREFORE, the Debtors respectfully request entry of the Order, granting the relief requested in this Motion and granting such other and further relief as is appropriate under the circumstances.

Houston, Texas
August 11, 2020

*/s/ Matthew D. Cavenaugh*
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**Certificate of Service**

I certify that on August 11, 2020, I caused a copy of the foregoing document to be served by the Electronic Case Filing System for the United States Bankruptcy Court for the Southern District of Texas.

*/s/ Matthew D. Cavenaugh*
Matthew D. Cavenaugh

**IN THE UNITED STATES BANKRUPTCY COURT**
**FOR THE SOUTHERN DISTRICT OF TEXAS**
**HOUSTON DIVISION**

| | | |
|---|---|---|
| In re: | ) | Chapter 11 |
| TAILORED BRANDS, INC., *et al.*,[1] | ) | Case No. 20-33900 (MI) |
| Debtors. | ) | (Jointly Administered) |
| | ) | **Re: Docket No. _____** |

**ORDER EXTENDING THE TIME WITHIN WHICH THE DEBTORS MUST ASSUME OR REJECT UNEXPIRED LEASES OF NONRESIDENTIAL REAL PROPERTY**

Upon the motion (the "Motion")[2] of the above-captioned debtors and debtors in possession (collectively, the "Debtors") for entry of an order (this "Order"), (a) extending the time within which the Debtors must assume or reject the Unexpired Leases, and (b) granting related relief, all as more fully set forth in the Motion; and upon the First Day Declaration; and this Court having jurisdiction over this matter pursuant to 28 U.S.C. § 1334; and this Court having found that this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2); and this Court having found that it may enter a final order consistent with Article III of the United States Constitution; and this Court having found that venue of this proceeding and the Motion in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and this Court having found that the relief requested in the Motion is in the best interests of the Debtors' estates, their creditors, and other parties in interest; and this Court having found that the Debtors' notice of the Motion and opportunity for a hearing on the Motion were

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1 A complete list of each of the Debtors in these chapter 11 cases may be obtained on the website of the Debtors' claims and noticing agent at http://cases.primeclerk.com/TailoredBrands. The location of the Debtors' service address in these chapter 11 cases is: 6100 Stevenson Boulevard, Fremont, California 94538.

2 Capitalized terms used but not otherwise defined herein have the meanings ascribed to them in the Motion.

appropriate and no other notice need be provided; and this Court having reviewed the Motion and having heard the statements in support of the relief requested therein at a hearing before this Court (the "Hearing"); and this Court having determined that the legal and factual bases set forth in the Motion and at the Hearing establish just cause for the relief granted herein; and upon all of the proceedings had before this Court; and after due deliberation and sufficient cause appearing therefor, it is HEREBY ORDERED THAT:

1. The time period within which the Debtors must assume or reject Unexpired Leases pursuant to section 365(d)(4)(B)(i) of the Bankruptcy Code is extended through and including (a) the earlier of (x) entry of an order confirming a plan of reorganization (subject to the effectiveness of such plan of reorganization) and (y) February 28, 2021 and (b) such other date that is mutually agreed to between the Debtors and the counterparty to the Unexpired Lease; *provided* that, if the Debtors file a motion to assume or reject an Unexpired Lease prior to such date, the time period within which the Debtors must assume or reject such Unexpired Lease pursuant to section 365(d)(4)(B)(i) of the Bankruptcy Code shall be deemed extended through and including the date that the Court enters an order granting or denying such motion.

2. Notwithstanding the relief granted in this Order and any actions taken pursuant to such relief, nothing in this Order shall be deemed: (a) an admission as to the validity of any prepetition claim, interest, or lien against a Debtor entity; (b) a waiver of the Debtors' or any other party in interest's rights to dispute any prepetition claim, interest, or lien on any grounds; (c) a promise or requirement to pay prepetition claims; (d) a waiver of the obligation of any party in interest to file a proof of claim; (e) an implication or admission that any particular claim, interest, or lien is of a type specified or defined in this Motion or any order granting the relief requested by this Motion; (f) a request or authorization to assume any prepetition agreement, contract, or lease

pursuant to section 365 of the Bankruptcy Code; or (g) a waiver of the Debtors' or any other party in interest's rights under the Bankruptcy Code or any other applicable law.

3. The relief granted by this Order shall not affect the ability of the Debtors to assume or reject any Unexpired Leases.

4. Notice of the Motion satisfies the requirements of Bankruptcy Rule 6004(a) and the Bankruptcy Local Rules are satisfied by such notice.

5. All time periods set forth in this Order shall be calculated in accordance with Bankruptcy Rule 9006(a).

6. Notwithstanding Bankruptcy Rule 6004(h), the terms and conditions of this Order are immediately effective and enforceable upon its entry.

7. The Debtors are authorized to take all actions necessary to effectuate the relief granted in this Order in accordance with the Motion.

8. This Court retains exclusive jurisdiction with respect to all matters arising from or related to the implementation, interpretation, and enforcement of this Order.

Dated: ___________, 2020
Houston, Texas

______________________________________
UNITED STATES BANKRUPTCY JUDGE

**IN THE UNITED STATES BANKRUPTCY COURT**
**SOUTHERN DISTRICT OF TEXAS**
**HOUSTON DIVISION**

| | | |
|---|---|---|
| In re: | ) | Chapter 11 |
| | ) | |
| TAILORED BRANDS, INC., *et al.*,[1] | ) | Case No. 20-33900 (MI) |
| | ) | |
| Debtors. | ) | (Jointly Administered) |
| | ) | |
| | ) | **Re: Docket No. 13** |

**ORDER (I) SETTING BAR DATES FOR FILING PROOFS OF CLAIM, INCLUDING REQUESTS FOR PAYMENT UNDER SECTION 503(b)(9), (II) ESTABLISHING AMENDED SCHEDULES BAR DATE AND REJECTION DAMAGES BAR DATE, (III) APPROVING THE FORM OF AND MANNER FOR FILING PROOFS OF CLAIM, INCLUDING SECTION 503(b)(9) REQUESTS, AND (IV) APPROVING NOTICE OF BAR DATES**

Upon the motion (the "Motion")[2] of the above-captioned debtors and debtors in possession (collectively, the "Debtors") for entry of an order (this "Bar Date Order") (a) establishing deadlines for filing proofs of claim, including requests for payment under section 503(b)(9) of the Bankruptcy Code, in these chapter 11 cases, (b) establishing the Amended Schedules Bar Date and the Rejection Damages Bar Date (each as defined herein), (c) approving the form and manner for filing such claims, including any section 503(b)(9) requests for payment, and (d) approving notice of the Bar Dates (as defined herein), all as more fully set forth in the Motion; and upon the First Day Declaration; and this Court having jurisdiction over this matter pursuant to 28 U.S.C. § 1334; and this Court having found that this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2); and this Court having found that it may enter a final order consistent with Article III of the United

[1] A complete list of each of the Debtors in these chapter 11 cases may be obtained on the website of the Debtors' proposed claims and noticing agent at http://cases.primeclerk.com/TailoredBrands. The location of the Debtors' service address in these chapter 11 cases is: 6100 Stevenson Boulevard, Fremont, California 94538.

[2] Capitalized terms used but not otherwise defined herein have the meanings ascribed to them in the Motion.

States Constitution; and this Court having found that venue of this proceeding and the Motion in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and this Court having found that the relief requested in the Motion is in the best interests of the Debtors' estates, their creditors, and other parties in interest; and this Court having found that the Debtors' notice of the Motion and opportunity for a hearing on the Motion were appropriate and no other notice need be provided; and this Court having reviewed the Motion and having heard the statements in support of the relief requested therein at a hearing before this Court (the "Hearing"); and this Court having determined that the legal and factual bases set forth in the Motion and at the Hearing establish just cause for the relief granted herein; and upon all of the proceedings had before this Court; and after due deliberation and sufficient cause appearing therefor, it is HEREBY ORDERED THAT:

## I. The Bar Dates and Procedures for Filing Proofs of Claim.

1. Each entity[3] that asserts a claim against the Debtors that arose before the Petition Date, including requests for payment under section 503(b)(9) of the Bankruptcy Code, shall be required to file an original, written proof of claim (a "Proof of Claim"), substantially in the form attached hereto as **Exhibit 1** (the "Proof of Claim Form") or Official Form 410.[4] Except in the cases of governmental units and certain other exceptions explicitly set forth herein, ***all Proofs of Claim must be filed so that they are actually received on or before October 7, 2020, at***

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3 Except as otherwise defined herein and in the Motion, all terms specifically defined in the Bankruptcy Code shall have those meanings ascribed to them by the Bankruptcy Code. In particular, as used herein: (a) the term "claim" has the meaning given to it in section 101(5) of the Bankruptcy Code; (b) the term "entity" (including individuals, partnerships, corporations, joint ventures, and trusts) has the meaning given to it in section 101(15) of the Bankruptcy Code; (c) the term "governmental unit" has the meaning given to it in section 101(27) of the Bankruptcy Code; and (d) the term "person" has the meaning given to it in section 101(41) of the Bankruptcy Code.

4 Copies of Official Form 410 may be obtained by: (a) calling the Debtors' restructuring hotline at 877-461-5690 (Domestic) 347-817-4089 (International); (b) visiting the Debtors' restructuring website at: http://cases.primeclerk.com/TailoredBrands; and/or (c) visiting the website maintained by the Court at http://www.txs.uscourts.gov/bankruptcy.

***5:00 p.m., prevailing Central Time (the "Claims Bar Date"), at the addresses and in the form set forth herein***. The Claims Bar Date applies to all types of claims against the Debtors that arose or are deemed to have arisen before the Petition Date, except for claims specifically exempt from complying with the applicable Bar Dates (as defined herein) as set forth in the Motion or this Bar Date Order.

2. Each employee and former employee of the Debtors and their non-Debtor affiliates that asserts a claim against the Debtors that arose before the Petition Date is authorized to file a Proof of Claim that redacts personally identifiable information. Such employees and former employees that file a redacted Proof of Claim are required to serve an unredacted Proof of Claim upon the proposed co-counsel to the Debtors, Kirkland & Ellis LLP, 601 Lexington Avenue, New York, New York 10022, Attn: Aparna Yenamandra and Anne G. Wallice, and Jackson Walker L.L.P., 1401 McKinney Street, Suite 1900, Attn: Matthew D. Cavenaugh and Victoria Argeroplos.

3. The Debtors are authorized to take reasonable action to prevent employees' and former employees' personally identifiable information from being publicly available on the claims register.

4. All governmental units holding claims (whether secured, unsecured priority, or unsecured non-priority) that arose (or are deemed to have arisen) prior to the Petition Date, including requests for payment pursuant to section 503(b)(9) of the Bankruptcy Code, must file Proofs of Claims, including claims for unpaid taxes, whether such claims arise from prepetition tax years or periods or prepetition transactions to which the Debtors were a party, must file such Proofs of Claim ***so they are actually received on or before January 30, 2021, at 5:00 p.m., prevailing Central Time*** (the "Governmental Bar Date"), at the address and in the form set forth herein.

5. Unless otherwise ordered, all entities asserting claims arising from the Debtors' rejection of executory contracts and unexpired leases shall file a Proof of Claim on account of such rejection by the later of (a) the Claims Bar Date or the Governmental Bar Date, as applicable, and (b) 5:00 p.m. prevailing Central Time on the date that is thirty (30) days following entry of the order approving the Debtors' rejection of the applicable executory contract or unexpired lease (the "Rejection Damages Bar Date"). For the avoidance of doubt, with respect to nonresidential real property leases, claims arising from the Debtors' rejection of unexpired leases shall include any claims under such unexpired leases as of the Petition Date for purposes of this Bar Date Order and such counter-parties shall not be required to file Proofs of Claims with respect to prepetition amounts unless and until such unexpired leases have been rejected.

6. If the Debtors amend the Schedules after having given notice of the Bar Dates, the Debtors shall give notice by first-class mail of any amendment to holders of claims affected thereby, and, except for entities that are exempt from complying with the applicable Bar Dates, as set forth in this Bar Date Order, the deadline for those holders to file Proofs of Claim, if necessary, shall be the later of (a) the Claims Bar Date or the Governmental Bar Date, as applicable, and (b) 5:00 p.m., prevailing Central Time, on the date that is thirty (30) days from the date the notice of the Schedule amendment is mailed (the "Amended Schedules Bar Date" and together with the Claims Bar Date, the Governmental Bar Date, and the Rejection Damages Bar Date, as applicable, the "Bar Date" or "Bar Dates").

7. All Proofs of Claim must be filed so as to be ***actually received*** by the Claims and Noticing Agent on or before the applicable Bar Date. If Proofs of Claim are not received by the Claims and Noticing Agent on or before the applicable Bar Date, except in the case of certain exceptions explicitly set forth herein, the holders of the underlying claims shall be barred from

asserting such claims against the Debtors and precluded from voting on any plans of reorganization filed in these chapter 11 cases and/or receiving distributions from the Debtors on account of such claims in these chapter 11 cases.

## II. Parties Exempted from the Bar Date.

8. The following categories of claimants, in the capacities described below, shall not be required to file a Proof of Claim by the Bar Date:

a. any entity that already has filed a signed Proof of Claim against the applicable Debtor with the Claims and Noticing Agent in a form substantially similar to Official Form 410;

b. any entity whose claim is listed on the Schedules if: (i) the claim is ***not*** scheduled by the Debtors as any of "disputed," "contingent," or "unliquidated;" (ii) such entity agrees with the amount, nature, and priority of the claim as set forth in the Schedules; and (iii) such entity does not dispute that its claim is an obligation only of the specific Debtor against which the claim is listed in the Schedules;

c. any entity whose claim has previously been allowed by a final order of the Court;

d. any Debtor having a claim against another Debtor;

e. any entity whose claim is solely against any non-Debtor affiliates;

f. any entity whose claim has been paid by a Debtor pursuant to a Court order;

g. a current employee of the Debtors, if an order of this Court authorized the Debtors to honor such claim in the ordinary course of business as a wage, commission, or benefit; *provided* that a current employee must submit a Proof of Claim by the Claims Bar Date for all other claims arising before the Petition Date, including claims for wrongful termination, discrimination, harassment, hostile work environment, and/or retaliation;

h. any current or former officer, manager, director, or employee for claims based on indemnification, contribution, or reimbursement;

i. any entity holding a claim for which a separate deadline is fixed by this Court;

j. any entity holding a claim allowable under sections 503(b) and 507(a)(2) of the Bankruptcy Code as an expense of administration incurred in the ordinary course, *provided* that any entity asserting a claim entitled to priority under section 503(b)(9) of the Bankruptcy Code must assert such claims by filing a request for payment or a Proof of Claim on or prior to the Claims Bar Date;

k. any entity holding an equity interest in any Debtor;

l. any DIP Agent, DIP Lender, or Prepetition ABL Party with regard to claims arising from or relating to the DIP Documents or the Prepetition ABL Documents (each term in this subparagraph as defined in the order authorizing the Debtors' postpetition financing);

m. any holder of a claim under the Debtors' prepetition term loan facility or any administrative agent or other agent for lenders under such facility;

n. any holder of a claim arising under or in connection with The Men's Wearhouse, Inc.'s 7.00% Senior Notes due 2022; *provided* that the indenture trustee for The Men's Wearhouse, Inc.'s 7.00% Senior Notes due 2022 shall file a single master Proof of Claim by the Claims Bar Date with regard to all of the claims thereunder; and

o. any holder of a claim for any fees, expenses, or other obligations arising under any interim or final order approving the Debtors' use of cash collateral or access to postpetition financing.

## III. Substantive Requirements of Proofs of Claim.

9. The following requirements shall apply with respect to filing and preparing each Proof of Claim:

a. ***Contents***. Each Proof of Claim must: (i) be written in legible English; (ii) include a claim amount denominated in United States dollars; (iii) conform substantially with the Proof of Claim Form provided by the Debtors or Official Form 410; and (iv) be signed by the claimant or by an authorized agent or legal representative of the claimant on behalf of the claimant, whether such signature is an electronic signature or is ink.

b. ***Section 503(b)(9) Claim***. Any Proof of Claim asserting a claim entitled to priority under section 503(b)(9) of the Bankruptcy Code must also: (i) include the value of the goods delivered to and received by the Debtors in the 20 days prior to the Petition Date; (ii) attach any documentation identifying the particular invoices for which the 503(b)(9) claim is being asserted; and (iii) attach documentation of any reclamation demand made to the Debtors under section 546(c) of the Bankruptcy Code (if applicable); *provided* that, if a Proof of Claim asserting a claim entitled to priority under section 503(b)(9) of the Bankruptcy Code does not include supporting documentation in accordance with Bankruptcy Rules 3001(c) and 3001(d), such Proof of Claim shall not be disallowed solely due to improper supporting documentation or failure to include documentation but, instead, shall not constitute *prima facie* evidence of the validity and amount of the claim pursuant to Bankruptcy Rule 3001(f).

c. ***Electronic Signatures Permitted***. Only ***original*** Proofs of Claim signed electronically by the claimant or an authorized agent or legal representative of the claimant may be deemed acceptable for purposes of claims administration. Copies of Proofs of Claim or Proofs of Claim sent by facsimile or electronic mail will not be accepted. Unless otherwise ordered by the Court, any original document containing the original signature of any party other than the party that files the Proof of Claim shall be retained by the filing party for a period of not less than five (5) years after the Debtors' cases are closed, and, upon request, such original document must be provided to the Court or other parties for review, pursuant to the Administrative Procedures for the Filing, Signing, and Verifying of Documents by Electronic Means in Texas Bankruptcy Courts.

d. ***Identification of the Debtor Entity***. Each Proof of Claim must clearly identify the Debtor against which a claim is asserted, including the individual Debtor's case number. A Proof of Claim filed under the joint administration case number (No. 20-33900 (MI)) or otherwise without identifying a specific Debtor, will be deemed as filed only against Tailored Brands, Inc.

e. ***Claim Against Multiple Debtor Entities***. Each Proof of Claim must state a claim against ***only one*** Debtor and clearly indicate the Debtor against which the claim is asserted. To the extent more than one Debtor is listed on the Proof of Claim, such claim may be treated as if filed only against Tailored Brands, Inc. Notwithstanding anything to the contrary set forth in the Bar Date Order, the filing of a Proof of Claim by an administrative agent or indenture trustee in the case of Tailored Brands, Inc. (No. 20-33900 (MI)) will also be deemed to constitute the filing of a Proof of Claim in the cases of all other Debtors against whom a claim may be asserted under the applicable Credit Agreement, Indenture, or other operative documents.

f. ***Supporting Documentation***. Each Proof of Claim must include supporting documentation in accordance with Bankruptcy Rules 3001(c) and 3001(d). If, however, such documentation is voluminous, upon prior written consent of the Debtors' counsel, such Proof of Claim may include a summary of such documentation or an explanation as to why such documentation is not available; *provided* that any creditor that received such written consent shall be required to transmit such writings to Debtors' counsel upon request no later than ten days from the date of such request; *provided* that, if a Proof of Claim does not include supporting documentation in accordance with Bankruptcy Rules 3001(c) and 3001(d), such Proof of Claim shall not be disallowed solely due to improper supporting documentation or failure to include documentation but, instead, shall not constitute *prima facie* evidence of the validity and amount of the claim pursuant to Bankruptcy Rule 3001(f).

g. ***Timely Service***. Each Proof of Claim must be filed, including supporting documentation, by either (i) electronic submission through PACER (Public Access to Court Electronic Records at http://ecf.txsb.uscourts.gov), (ii) electronic submission using the interface available on the Claims and Noticing Agent's website at http://cases.primeclerk.com/TailoredBrands, or (iii) if submitted through non-electronic means, by U.S. Mail or other hand delivery system, so as to be ***actually received*** by the Claims and Noticing Agent on or before the Claims Bar Date or the Governmental Bar Date, or other applicable Bar Date, at the following address:

**If by First-Class Mail, Hand Delivery, or Overnight Mail:**
Tailored Brands, Inc. Claims Processing Center
c/o Prime Clerk LLC
850 3rd Avenue, Suite 412
Brooklyn, New York 11232

**PROOFS OF CLAIM SUBMITTED BY FACSIMILE OR ELECTRONIC MAIL WILL NOT BE ACCEPTED.**

h. ***Receipt of Service***. Claimants submitting a Proof of Claim through non-electronic means wishing to receive acknowledgment that their Proofs of Claim were received by the Claims and Noticing Agent must submit (i) a copy of the Proof of Claim Form (in addition to the original Proof of Claim Form sent to the Claims and Noticing Agent) and (ii) a self-addressed, stamped envelope.

## IV. Identification of Known Creditors.

10. The Debtors shall mail notice of the Claims Bar Date (or the Governmental Bar Date, as applicable) only to their known creditors, and such mailing shall be made to the last known mailing address for each such creditor, as reflected in the Debtors' books and records at such time.

## V. Procedures for Providing Notice of the Bar Date.

### A. Mailing of Bar Date Notices.

11. No later than five (5) business days after the Court enters this Bar Date Order, the Debtors shall cause a written notice of the Bar Dates, substantially in the form attached hereto as

**Exhibit 2** (the "Bar Date Notice"), and a Proof of Claim Form (together, the "Bar Date Package") to be mailed via first class mail to the following entities:

a. the U.S. Trustee for the Southern District of Texas;

b. the entities listed as holding the 30 largest unsecured claims against the Debtors (on a consolidated basis);

c. the Prepetition ABL Agent and the DIP Agent, and counsel thereto;

d. the lenders under the Debtors' prepetition revolving credit facility;

e. the administrative agent under the Debtors' prepetition term loan facility and counsel thereto;

f. the lenders under the Debtors' prepetition term loan facility;

g. the indenture trustee for The Men's Wearhouse, Inc. 7.00% Senior Notes due 2022 and counsel thereto;

h. the holders of The Men's Wearhouse, Inc. 7.00% Senior Notes due 2022;

i. all creditors and other known holders of Claims against the Debtors as of the date of entry of the Bar Date Order, including all entities listed in the Schedules as holding Claims against the Debtors;

j. all entities that have requested notice of the proceedings in these chapter 11 cases pursuant to Bankruptcy Rule 2002 as of the date of the Bar Date Order;

k. all entities that have filed Proofs of Claim in these chapter 11 cases as of the date of the Bar Date Order;

l. all known non-Debtor equity and interest holders of the Debtors as of the date the Bar Date Order is entered;

m. all entities who are party to executory contracts and unexpired leases with the Debtors;

n. all entities who are party to active litigation with the Debtors;

o. all current and former employees (to the extent that contact information for former employees is available in the Debtors' records);

p. all regulatory authorities that regulate the Debtors' businesses, including environmental and permitting authorities;

q. the Office of the Attorney General for the state of Texas and each of the states in which the Debtors conduct business;

r. the District Director of the Internal Revenue Service for the Southern District of Texas;

s. all other taxing authorities for the jurisdictions in which the Debtors maintain or conduct business;

t. the United States Securities and Exchange Commission; and

u. the Office of the United States Attorney for the Southern District of Texas.

12. The Debtors shall mail notice of the Bar Date Notice only to their known creditors and such mailing shall be made to the last known mailing address for each such creditor, as reflected in the Debtors' books and records at such time.

13. After the initial mailing of the Bar Date Packages, the Debtors may, in their discretion, make supplemental mailings of notices or packages, including in the event that: (a) notices are returned by the post office with forwarding addresses; (b) certain parties acting on behalf of parties in interest decline to pass along notices to these parties and instead return their names and addresses to the Debtors for direct mailing, and (c) additional potential claimants become known as the result of the Bar Date mailing process. In this regard, the Debtors may make supplemental mailings of the Bar Date Package in these and similar circumstances at any time up to 14 days in advance of the applicable Bar Date, with any such mailings being deemed timely and the Bar Date being applicable to the recipient creditors.

**B. Publication of Bar Date Notice**.

14. The Debtors shall cause notice of the Claims Bar Date and the Governmental Bar Date to be given by publication to creditors to whom notice by mail is impracticable, including creditors who are unknown or not reasonably ascertainable by the Debtors and creditors whose identities are known but whose addresses are unknown by the Debtors. Specifically, the Debtors

shall cause the Bar Date Notice to be published as soon as reasonably practicable after entry of the Bar Date Order, modified for publication in substantially the form annexed hereto as **Exhibit 3** (the "Publication Notice"), on one occasion in the national edition of the *New York Times* and any such other local publications that the Debtors deem appropriate and disclose in their Affidavit of Service.

15. Notice of the Bar Dates as set forth in this order and in the manner set forth herein (including, but not limited to, the Bar Date Notice, the Publication Notice, and any supplemental notices that the Debtors may send from time to time) constitutes adequate and sufficient notice of each of the Bar Dates and satisfies the requirements of the Bankruptcy Code, the Bankruptcy Rules, and the Local Rules.

**VI. Consequences of Failure to File a Proof of Claim.**

16. Any entity that is required, but fails, to file a Proof of Claim in accordance with the Bar Date Order on or before the applicable Bar Date shall be forever barred, estopped, and enjoined from asserting such claim against the Debtors (or filing a Proof of Claim with respect thereto), and the Debtors and their property shall be forever discharged from any and all indebtedness or liability with respect to or arising from such claim. Without limiting the foregoing sentence, any creditor asserting a claim entitled to priority pursuant to section 503(b)(9) of the Bankruptcy Code that fails to file a Proof of Claim in accordance with this Bar Date Order shall not be entitled to any priority treatment on account of such claim pursuant to section 503(b)(9) of the Bankruptcy Code, regardless of whether such claim is identified on Schedule F of the Schedules as not contingent, not disputed, and liquidated.

17. Any such entity that is required, but fails, to file a Proof of Claim in accordance with the Bar Date Order on or before the applicable Bar Date shall be prohibited from voting to accept or reject any chapter 11 plan filed in these chapter 11 cases, participating in any distribution

in these chapter 11 cases on account of such claim, or receiving further notices regarding such claim.

**VII. Miscellaneous**.

18. Notwithstanding the relief granted in this Bar Date Order and any actions taken pursuant to such relief, nothing in this Bar Date Order shall be deemed: (a) an admission as to the amount of, basis for, or validity of any claim against a Debtor entity under the Bankruptcy Code or other applicable nonbankruptcy law; (b) a waiver of the Debtors' or any other party in interest's right to dispute any claim on any grounds; (c) a promise or requirement to pay any claim; (d) an implication or admission that any particular claim is of a type specified or defined in the Motion or this Bar Date Order or a finding that any particular claim is an administrative expense claim or other priority claim; (e) a request or authorization to assume, adopt, or reject any agreement, contract, or lease pursuant to section 365 of the Bankruptcy Code; (f) an admission as to the validity, priority, enforceability, or perfection of any lien on, security interest in, or other encumbrance on property of the Debtors' estates; (g) a waiver or limitation of the Debtors' or any other party in interest's rights under the Bankruptcy Code or any other applicable law; or (h) a concession by the Debtors that any liens (contractual, common law, statutory, or otherwise) that may be satisfied pursuant to the relief authorized in this Order are valid, and the rights of all parties in interest are expressly reserved to contest the extent, validity, or perfection or seek avoidance of all such liens.

19. The Debtors are authorized to take all actions necessary or appropriate to effectuate the relief granted pursuant to this Bar Date Order in accordance with the Motion.

20. The terms and conditions of this Bar Date Order shall be immediately effective and enforceable upon entry of the Bar Date Order.

21. Notice of the Motion as provided therein shall be deemed good and sufficient notice of such Motion and the requirements of the Local Rules are satisfied by such notice.

22. Notwithstanding Bankruptcy Rule 6004(h), the terms and conditions of this Bar Date Order are immediately effective and enforceable upon its entry.

23. The Debtors are authorized to take all actions necessary to effectuate the relief granted in this Bar Date Order in accordance with the Motion.

24. This Court retains exclusive jurisdiction with respect to all matters arising from or related to the implementation, interpretation, and enforcement of this Order.

Signed: August 04, 2020

Marvin Isgur
United States Bankruptcy Judge

# Exhibit 1

## Proof of Claim Form

United States Bankruptcy Court, Southern District of Texas (Houston Division)

**Fill in this information to identify the case (Select only one Debtor per claim form):**

- ☐ Tailored Brands, Inc. (20-[_____])
- ☐ JA Apparel Corp. (20-[_____])
- ☐ Jos. A. Bank Clothiers, Inc. (20-[_____])
- ☐ Joseph Abboud Manufacturing Corp. (20-[_____])
- ☐ K&G Men's Company, Inc. (20-[_____])
- ☐ Moores Retail Group Corp. (20-[_____])
- ☐ Moores the Suit People Corp. (20-[_____])
- ☐ MWDC Holding Inc. (20-[_____])
- ☐ Nashawena Mills Corp. (20-[_____])
- ☐ Renwick Technologies, Inc. (20-[_____])
- ☐ Tailored Brands Gift Card Co LLC (20-[_____])
- ☐ Tailored Brands Purchasing LLC (20-[_____])
- ☐ Tailored Shared Services, LLC (20-[_____])
- ☐ Tailored Brands Worldwide Purchasing Co. (20-[_____])
- ☐ TB UK Holding Limited (20-[_____])
- ☐ The Joseph A. Bank Mfg. Co., Inc. (20-[_____])
- ☐ The Men's Wearhouse, Inc. (20-[_____])
- ☐ TMW Merchants LLC (20-[_____])

Modified Form 410

# Proof of Claim

**04/19**

**Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense (other than a claim entitled to priority under 11 U.S.C. § 503(b)(9)). Make such a request according to 11 U.S.C. § 503.**

**Filers must leave out or redact** information that is entitled to privacy on this form or on any attached documents. Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. **Do not send original documents;** they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to $500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

**Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy** (Form 309) **that you received.**

## Part 1: Identify the Claim

**1. Who is the current creditor?**

_______________________________________________
Name of the current creditor (the person or entity to be paid for this claim)

Other names the creditor used with the debtor _______________________

**2. Has this claim been acquired from someone else?**

☐ No
☐ Yes. From whom? _______________________

**3. Where should notices and payments to the creditor be sent?**

Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)

| **Where should notices to the creditor be sent?** | **Where should payments to the creditor be sent?** (if different) |
| --- | --- |
| Name | Name |
| Number Street | Number Street |
| City State ZIP Code | City State ZIP Code |
| Contact phone ____________ | Contact phone ____________ |
| Contact email ____________ | Contact email ____________ |

**4. Does this claim amend one already filed?**

☐ No
☐ Yes. Claim number on court claims registry (if known)_______ Filed on ____________ MM / DD / YYYY

**5. Do you know if anyone else has filed a proof of claim for this claim?**

☐ No
☐ Yes. Who made the earlier filing? ____________

## Part 2: Give Information About the Claim as of the Date the Case Was Filed

**6. Do you have any number you use to identify the debtor?**

❑ No
❑ Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: ____ ____ ____ ____

**7. How much is the claim?**

$____________________. **Does this amount include interest or other charges?**

❑ No
❑ Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).

**8. What is the basis of the claim?**

Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card.

Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c).

Limit disclosing information that is entitled to privacy, such as health care information.

________________________________________________

**9. Is all or part of the claim secured?**

❑ No
❑ Yes. The claim is secured by a lien on property.

**Nature of property:**

❑ Real estate. If the claim is secured by the debtor's principal residence, file a *Mortgage Proof of Claim Attachment* (Official Form 410-A) with this *Proof of Claim.*
❑ Motor vehicle
❑ Other. Describe: ____________________________________

**Basis for perfection:** ____________________________________

Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.)

**Value of property**: $____________

**Amount of the claim that is secured:** $____________

**Amount of the claim that is unsecured:** $____________(The sum of the secured and unsecured amounts should match the amount in line 7.)

**Amount necessary to cure any default as of the date of the petition:** $____________

**Annual Interest Rate** (when case was filed)_______%

❑ Fixed
❑ Variable

**10. Is this claim based on a lease?**

❑ No
❑ Yes. **Amount necessary to cure any default as of the date of the petition.** $____________

**11. Is this claim subject to a right of setoff?**

❑ No
❑ Yes. Identify the property: ____________________________________

**12. Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?**

A claim may be partly priority and partly nonpriority. For example, in some categories, the law limits the amount entitled to priority.

❑ No

❑ Yes. *Check one:*

| | **Amount entitled to priority** |
|---|---|
| ❑ Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B). | $__________ |
| ❑ Up to $3,025* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7). | $__________ |
| ❑ Wages, salaries, or commissions (up to $13,650*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4). | $__________ |
| ❑ Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8). | $__________ |
| ❑ Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5). | $__________ |
| ❑ Other. Specify subsection of 11 U.S.C. § 507(a)( ) that applies. | $__________ |

* Amounts are subject to adjustment on 4/01/22 and every 3 years after that for cases begun on or after the date of adjustment.

**13. Is all or part of the claim entitled to administrative priority pursuant to 11 U.S.C. § 503(b)(9)?**

❑ No

❑ Yes. **Indicate the amount of your claim arising from the value of any goods received by the Debtor within 20 days before the date of commencement of the above case, in which the goods have been sold to the Debtor in the ordinary course of such Debtor's business. Attach documentation supporting such claim.** $__________

## Part 3: Sign Below

**The person completing this proof of claim must sign and date it. FRBP 9011(b).**

If you file this claim electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what a signature is.

**A person who files a fraudulent claim could be fined up to $500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.**

*Check the appropriate box:*

❑ I am the creditor.

❑ I am the creditor's attorney or authorized agent.

❑ I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.

❑ I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this *Proof of Claim* serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this *Proof of Claim* and have a reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on date __________(mm/dd/yyyy)

________________________

Signature

**Print the name of the person who is completing and signing this claim:**

Name ________________________

First name Middle name Last name

Title ________________________

Company ________________________

Identify the corporate servicer as the company if the authorized agent is a servicer.

Address ________________________

Number Street

________________________

City State ZIP Code

Contact phone ____________ Email ____________

Official Form 410

# Instructions for Proof of Claim

United States Bankruptcy Court 12/15

**These instructions and definitions generally explain the law. In certain circumstances, such as bankruptcy cases that debtors do not file voluntarily, exceptions to these general rules may apply. You should consider obtaining the advice of an attorney, especially if you are unfamiliar with the bankruptcy process and privacy regulations.**

**A person who files a fraudulent claim could be fined up to $500,000, imprisoned for up to 5 years, or both.**
18 U.S.C. §§ 152, 157 and 3571.

## How to fill out this form

- **Fill in all of the information about the claim as of the date the case was filed.**
- **Fill in the caption at the top of the form.**
- **If the claim has been acquired from someone else, then state the identity of the last party** who owned the claim or was the holder of the claim and who transferred it to you before the initial claim was filed.
- **Attach any supporting documents to this form.**
  Attach redacted copies of any documents that show that the debt exists, a lien secures the debt, or both. (See the definition of *redaction* on the next page.)

  Also attach redacted copies of any documents that show perfection of any security interest or any assignments or transfers of the debt. In addition to the documents, a summary may be added. Federal Rule of Bankruptcy Procedure (called "Bankruptcy Rule") 3001(c) and (d).
- **Do not attach original documents because attachments may be destroyed after scanning.**
- **If the claim is based on delivering health care goods or services, do not disclose confidential health care information. Leave out or redact confidential information both in the claim and in the attached documents.**
- **A *Proof of Claim* form and any attached documents must show only the last 4 digits of any social security number, individual's tax identification number, or financial account number, and only the year of any person's date of birth.** See Bankruptcy Rule 9037.
- **For a minor child, fill in only the child's initials and the full name and address of the child's parent or guardian.** For example, write *A.B., a minor child* (*John Doe, parent, 123 Main St., City, State*). See Bankruptcy Rule 9037.

## Confirmation that the claim has been filed

To receive confirmation that the claim has been filed, enclose a stamped self-addressed envelope and a copy of this form. You may view a list of filed claims in this case by visiting the Claims and Noticing Agent's website at https://cases.primeclerk.com/TailoredBrands.

## Understand the terms used in this form

**Administrative expense:** Generally, an expense that arises after a bankruptcy case is filed in connection with operating, liquidating, or distributing the bankruptcy estate.
11 U.S.C. § 503.

**Claim:** A creditor's right to receive payment for a debt that the debtor owed on the date the debtor filed for bankruptcy. 11 U.S.C. §101 (5). A claim may be secured or unsecured.

**Claim Pursuant to 11 U.S.C. §503(b)(9):** A claim arising from the value of any goods received by the Debtor within 20 days before the date of commencement of the above case, in which the goods have been sold to the Debtor in the ordinary course of the Debtor's business. Attach documentation supporting such claim.

**Creditor:** A person, corporation, or other entity to whom a debtor owes a debt that was incurred on or before the date the debtor filed for bankruptcy. 11 U.S.C. §101 (10).

**Debtor:** A person, corporation, or other entity who is in bankruptcy. Use the debtor's name and case number as shown in the bankruptcy notice you received. 11 U.S.C. § 101 (13).

**Evidence of perfection:** Evidence of perfection of a security interest may include documents showing that a security interest has been filed or recorded, such as a mortgage, lien, certificate of title, or financing statement.

**Information that is entitled to privacy:** A *Proof of Claim* form and any attached documents must show only the last 4 digits of any social security number, an individual's tax identification number, or a financial account number, only the initials of a minor's name, and only the year of any person's date of birth. If a claim is based on delivering health care goods or services, limit the disclosure of the goods or services to avoid embarrassment or disclosure of confidential health care information. You may later be required to give more information if the trustee or someone else in interest objects to the claim.

**Priority claim:** A claim within a category of unsecured claims that is entitled to priority under 11 U.S.C. §507(a). These claims are paid from the available money or property in a bankruptcy case before other unsecured claims are paid. Common priority unsecured claims include alimony, child support, taxes, and certain unpaid wages.

**Proof of claim:** A form that shows the amount of debt the debtor owed to a creditor on the date of the bankruptcy filing. The form must be filed in the district where the case is pending.

**Redaction of information:** Masking, editing out, or deleting certain information to protect privacy. Filers must redact or leave out information entitled to **privacy** on the *Proof of Claim* form and any attached documents.

**Secured claim under 11 U.S.C. §506(a):** A claim backed by a lien on particular property of the debtor. A claim is secured to the extent that a creditor has the right to be paid from the property before other creditors are paid. The amount of a secured claim usually cannot be more than the value of the particular property on which the creditor has a lien. Any amount owed to a creditor that is more than the value of the property normally may be an unsecured claim. But exceptions exist; for example, see 11 U.S.C. § 1322(b) and the final sentence of 1325(a).

Examples of liens on property include a mortgage on real estate or a security interest in a car. A lien may be voluntarily granted by a debtor or may be obtained through a court proceeding. In some states, a court judgment may be a lien.

**Setoff:** Occurs when a creditor pays itself with money belonging to the debtor that it is holding, or by canceling a debt it owes to the debtor.

**Unsecured claim:** A claim that does not meet the requirements of a secured claim. A claim may be unsecured in part to the extent that the amount of the claim is more than the value of the property on which a creditor has a lien.

## Offers to purchase a claim

Certain entities purchase claims for an amount that is less than the face value of the claims. These entities may contact creditors offering to purchase their claims. Some written communications from these entities may easily be confused with official court documentation or communications from the debtor. These entities do not represent the bankruptcy court, the bankruptcy trustee, or the debtor. A creditor has no obligation to sell its claim. However, if a creditor decides to sell its claim, any transfer of that claim is subject to Bankruptcy Rule 3001(e), any provisions of the Bankruptcy Code (11 U.S.C. § 101 et seq.) that apply, and any orders of the bankruptcy court that apply.

## Please send completed Proof(s) of Claim to:

Tailored Brands Claims Processing Center
c/o Prime Clerk LLC
850 3rd Avenue, Suite 412
Brooklyn, NY 11232

You may also file your claim electronically at https://cases.primeclerk.com/TailoredBrands/EPOC-Index.

**Do not file these instructions with your form**

# Exhibit 2

## Proposed Bar Date Notice

**IN THE UNITED STATES BANKRUPTCY COURT**
**SOUTHERN DISTRICT OF TEXAS**
**HOUSTON DIVISION**

| | | |
|---|---|---|
| In re: | ) | Chapter 11 |
| | ) | |
| TAILORED BRANDS, INC., *et al.*,[1] | ) | Case No. 20-33900 (MI) |
| | ) | |
| Debtors. | ) | (Jointly Administered) |

**NOTICE OF DEADLINES FOR THE FILING OF PROOFS OF CLAIM, INCLUDING REQUESTS FOR PAYMENT PURSUANT TO SECTION 503(b)(9) OF THE BANKRUPTCY CODE**

**TO: ALL PERSONS AND ENTITIES WHO MAY HAVE CLAIMS AGAINST ANY OF THE FOLLOWING DEBTOR ENTITIES:**

| DEBTOR | CASE NO. |
|---|---|
| Tailored Brands, Inc. | 20-33900 |
| The Men's Wearhouse, Inc. | 20-33911 |
| Tailored Shared Services, LLC | 20-33913 |
| Tailored Brands Purchasing LLC | 20-33912 |
| Tailored Brands Gift Card Co LLC | 20-33914 |
| Renwick Technologies, Inc. | 20-33909 |
| TMW Merchants LLC | 20-33916 |
| MWDC Holding Inc. | 20-33908 |
| K&G Men's Company Inc. | 20-33902 |
| Jos. A Bank Clothiers, Inc. | 20-33903 |
| The Joseph A. Bank Mfg. Co., Inc. | 20-33915 |
| JA Apparel Corp. | 20-33901 |
| Nashawena Mills Corp. | 20-33905 |
| Joseph Abboud Manufacturing Corp. | 20-33904 |
| TB UK Holding Limited | 20-33917 |
| Moores Retail Group Corp. | 20-33906 |
| Moores The Suit People Corp. | 20-33910 |
| Tailored Brands Worldwide Purchasing Co. | 20-33907 |

**PLEASE TAKE NOTICE THAT:**

On August 2, 2020 (the "Petition Date"), Tailored Brands, Inc. and certain of its affiliates, as debtors and debtors in possession (collectively, the "Debtors"), filed voluntary petitions for relief under

[1] A complete list of each of the Debtors in these chapter 11 cases may be obtained on the website of the Debtors' proposed claims and noticing agent at http://cases.primeclerk.com/TailoredBrands. The location of the Debtors' service address in these chapter 11 cases is: 6100 Stevenson Boulevard, Fremont, California 94538.

chapter 11 of the United States Code (the "Bankruptcy Code") in the United States Bankruptcy Court for the Southern District of Texas (the "Court").

On [__], 2020, the Court entered an order [Docket No. [__]] the ("Bar Date Order")[2] establishing certain dates by which parties holding prepetition claims against the Debtors must file proofs of claim, including requests for payment pursuant to section 503(b)(9) of the Bankruptcy Code ("Proofs of Claim").

For your convenience, enclosed with this notice (this "Notice") is a Proof of Claim form, which identifies on its face the amount, nature, and classification of your claim(s), if any, listed in the Debtors' schedules of assets and liabilities filed in these cases (the "Schedules"). If the Debtors believe that you hold claims against more than one Debtor, you will receive multiple Proof of Claim forms, each of which will reflect the nature and amount of your claim as listed in the Schedules.

As used in this Notice, the term "entity" has the meaning given to it in section 101(15) of the Bankruptcy Code, and includes all persons, estates, trusts, governmental units, and the United States Trustee for the Southern District of Texas. In addition, the terms "persons" and "governmental units" are defined in sections 101(41) and 101(27) of the Bankruptcy Code, respectively.

As used in this Notice, the term "claim" means, as to or against the Debtors and in accordance with section 101(5) of the Bankruptcy Code: (a) any right to payment, whether or not such right is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured, or unsecured; or (b) any right to an equitable remedy for breach of performance if such breach gives rise to a right to payment, whether or not such right to an equitable remedy is reduced to judgment, fixed, contingent, matured, unmatured, disputed, undisputed, secured, or unsecured.

## I. THE BAR DATES.

The Bar Date Order establishes the following bar dates for filing Proofs of Claim in these chapter 11 cases (collectively the "Bar Dates").

a. ***The Claims Bar Date***. Pursuant to the Bar Date Order, except as described below, all entities (except governmental units) holding claims against the Debtors that arose or are deemed to have arisen prior to the commencement of these cases on the Petition Date, ***including requests for payment pursuant to section 503(b)(9), are required to file Proofs of Claim by October 7, 2020, at 5:00 p.m., prevailing Central Time)***. Except as expressly set forth in this Notice and the Bar Date Order, the Claims Bar Date applies to all types of claims against the Debtors that arose prior to the Petition Date, including secured claims, unsecured priority claims, and unsecured non-priority claims.

b. ***The Governmental Bar Date***. Pursuant to the Bar Date Order, ***all governmental units holding claims against the Debtors that arose or are deemed to have arisen prior to the commencement of these cases on the Petition Date are required to file Proofs of Claim by the Governmental Bar Date (i.e., by January 30, 2021, at 5:00 p.m., prevailing Central Time)***. The Governmental Bar Date applies to all governmental units holding claims against the Debtors (whether secured, unsecured

[2] Capitalized terms used but not otherwise defined herein have the meanings ascribed to them in the Bar Date Order.

priority, or unsecured non-priority) that arose prior to the Petition Date, including governmental units with claims against the Debtors for unpaid taxes, whether such claims arise from prepetition tax years or periods or prepetition transactions to which the Debtors were a party.

c. ***The Rejection Damages Bar Date***. Pursuant to the Bar Date Order, all entities holding claims arising from the Debtors' rejection of executory contracts and unexpired leases are required to file Proofs of Claim by the Rejection Damages Bar Date, (*i.e.*, by the date that is ***the later of (a) the Claims Bar Date or the Governmental Bar Date***, as applicable, and ***(b) 5:00 p.m., prevailing Central Time, on the date that is thirty (30) days following entry of the order approving the rejection of the applicable executory contract or unexpired lease*** of the Debtors).

d. ***Amended Schedules Bar Date***. Pursuant to the Bar Date Order, all entities holding claims affected by the amendment to the Debtors' Schedules are required to file Proofs of Claim by the Amended Schedules Bar Date (*i.e.*, by the date that is ***the later of (a) the Claims Bar Date or the Governmental Bar Date***, as applicable, and ***(b) 5:00 p.m., prevailing Central Time, on the date that is thirty (30) days from the date on which the Debtors mail notice of the amendment to the Schedules)***.

## II. WHO MUST FILE A PROOF OF CLAIM.

Except as otherwise set forth herein, the following entities holding claims against the Debtors that arose (or that are deemed to have arisen) prior to the Petition Date ***must*** file Proofs of Claim on or before the Claims Bar Date, Governmental Bar Date, or any other bar date set forth in the Bar Date Order, as applicable:

a. any entity whose claim against a Debtor is ***not*** listed in the applicable Debtor's Schedules or is listed as contingent, unliquidated, or disputed if such entity desires to participate in any of these chapter 11 cases or share in any distribution in any of these chapter 11 cases;

a. any entity who believes that its claim is improperly classified in the Schedules or is listed in an incorrect amount and who desires to have its claim allowed in a different classification or amount other than that identified in the Schedules;

b. any former or present full-time, part-time, salaried, or hourly employees must submit Proofs of Claim relating to any grievance prior to the Claims Bar Date to the extent grounds for such grievances arose on or prior to the Petition Date;

c. any entity that believes that its prepetition claims as listed in the Schedules is not an obligation of the specific Debtor against which the claim is listed and that desires to have its claim allowed against a Debtor other than that identified in the Schedules; and

d. any entity who believes that its claim against a Debtor is or may be an administrative expense pursuant to section 503(b)(9) of the Bankruptcy Code.

## III. PARTIES WHO DO NOT NEED TO FILE PROOFS OF CLAIM.

Certain parties are not required to file Proofs of Claim. The Court may, however, enter one or more separate orders at a later time requiring creditors to file Proofs of Claim for some kinds of the following claims and setting related deadlines. If the Court does enter such an order, you will receive notice of it. The following entities holding claims that would otherwise be subject to the Bar Dates, in the capacities described below, need ***not*** file Proofs of Claims:

a. any entity that already has filed a signed Proof of Claim against the applicable Debtor with the Claims and Noticing Agent in a form substantially similar to Official Form 410;

b. any entity whose claim is listed on the Schedules if: (i) the claim is ***not*** scheduled by the Debtors as any of "disputed," "contingent," or "unliquidated;" (ii) such entity agrees with the amount, nature, and priority of the claim as set forth in the Schedules; and (iii) such entity does not dispute that its claim is an obligation only of the specific Debtor against which the claim is listed in the Schedules;

c. any entity whose claim has previously been allowed by a final order of the Court;

d. any Debtor having a claim against another Debtor;

e. any entity whose claim is solely against any non-Debtor affiliate;

f. any entity whose claim has been paid by a Debtor pursuant to a Court order;

g. a current employee of the Debtors, if an order of this Court authorized the Debtors to honor such claim in the ordinary course of business as a wage, commission, or benefit; *provided* that a current employee must submit a Proof of Claim by the Claims Bar Date for all other claims arising before the Petition Date, including claims for wrongful termination, discrimination, harassment, hostile work environment, and/or retaliation;

h. any current or former officer, manager, director, or employee for claims based on indemnification, contribution, or reimbursement;

i. any entity holding a claim for which a separate deadline is fixed by this Court;

j. any entity holding a claim allowable under sections 503(b) and 507(a)(2) of the Bankruptcy Code as an expense of administration incurred in the ordinary course, *provided* that any entity asserting a claim entitled to priority under section 503(b)(9) of the Bankruptcy Code must assert such claims by filing a request for payment or a Proof of Claim on or prior to the Claims Bar Date;

k. any entity holding an equity interest in any Debtor;

l. any DIP Agent, DIP Lender, or Prepetition ABL Party with regard to claims arising from or relating to the DIP Documents or the Prepetition ABL Documents (each term in this subparagraph as defined in the order authorizing the Debtors' postpetition financing);

m. any holder of a claim arising under or in connection with the Debtors' prepetition term loan facility;

n. any holder of a claim arising under or in connection with The Men's Wearhouse, Inc.'s 7.00% Senior Notes due 2022; *provided* that the indenture trustee for The Men's Wearhouse, Inc.'s 7.00% Senior Notes due 2022 shall file a single master Proof of Claim by the Claims Bar Date with regard to all of the claims thereunder; and

o. any holder of a claim for any fees, expenses, or other obligations arising under any interim or final order approving the Debtors' use of cash collateral or access to postpetition financing.

## IV. INSTRUCTIONS FOR FILING PROOFS OF CLAIM.

The following requirements shall apply with respect to filing and preparing each Proof of Claim:

a. ***Contents***. Each Proof of Claim must: (i) be written in legible English; (ii) include a claim amount denominated in United States dollars; (iii) conform substantially with the Proof of Claim Form provided by the Debtors or Official Form 410; and (iv) be signed by the claimant or by an authorized agent or legal representative of the claimant on behalf of the claimant, whether such signature is an electronic signature or is ink.

b. ***Section 503(b)(9) Claim***. Any Proof of Claim asserting a claim entitled to priority under section 503(b)(9) of the Bankruptcy Code must also: (i) include the value of the goods delivered to and received by the Debtors in the 20 days prior to the Petition Date; (ii) attach any documentation identifying the particular invoices for which the 503(b)(9) claim is being asserted; and (iii) attach documentation of any reclamation demand made to the Debtors under section 546(c) of the Bankruptcy Code (if applicable); *provided* that, if a Proof of Claim asserting a claim entitled to priority under section 503(b)(9) of the Bankruptcy Code does not include supporting documentation in accordance with Bankruptcy Rules 3001(c) and 3001(d), such Proof of Claim shall not be disallowed solely due to improper supporting documentation or failure to include documentation but, instead, shall not constitute *prima facie* evidence of the validity and amount of the claim pursuant to Bankruptcy Rule 3001(f).

c. ***Electronic Signatures Permitted***. Only ***original*** Proofs of Claim signed electronically by the claimant or an authorized agent or legal representative of the claimant may be deemed acceptable for purposes of claims administration. Copies of Proofs of Claim or Proofs of Claim sent by facsimile or electronic mail will not be accepted. Unless otherwise ordered by the Court, any original document containing the original signature of any party other than the party that files the Proof of Claim shall be retained by the filing party for a period of not less than five (5) years after the Debtors' cases are closed, and, upon request, such original document must be provided to the Court or other parties for review, pursuant to the Administrative Procedures for the Filing, Signing, and Verifying of Documents by Electronic Means in Texas Bankruptcy Courts.

d. ***Identification of the Debtor Entity***. Each Proof of Claim must clearly identify the Debtor against which a claim is asserted, including the individual Debtor's case number. A Proof of Claim filed under the joint administration case number (No. 20-33900 (MI)) or otherwise without identifying a specific Debtor, will be deemed as filed only against Tailored Brands, Inc.

e. ***Claim Against Multiple Debtor Entities***. Each Proof of Claim must state a claim against ***only one*** Debtor and clearly indicate the Debtor against which the claim is asserted. To the extent more than one Debtor is listed on the Proof of Claim, such claim may be treated as if filed only against Tailored Brands, Inc. Notwithstanding anything to the contrary set forth in the Bar Date Order, the filing of a Proof of Claim by an administrative agent or indenture trustee in the case of Tailored Brands, Inc. (No. 20-33900 (MI)) will also be deemed to constitute the filing of a Proof of Claim in the cases of all other Debtors against whom a claim may be asserted under the applicable Credit Agreement, Indenture, or other operative documents.

f. ***Supporting Documentation***. Each Proof of Claim must include supporting documentation in accordance with Bankruptcy Rules 3001(c) and 3001(d). If, however, such documentation is voluminous, upon prior written consent of the Debtors' counsel, such Proof of Claim may include a summary of such documentation or an explanation as to why such documentation is not available; *provided* that any creditor that received such written consent shall be required to transmit such writings to Debtors' counsel upon request no later than ten days from the date of such request; *provided* that, if a Proof of Claim does not include supporting documentation in accordance with Bankruptcy Rules 3001(c) and 3001(d), such Proof of Claim shall not be disallowed solely due to improper supporting documentation or failure to include documentation but, instead, shall not constitute *prima facie* evidence of the validity and amount of the claim pursuant to Bankruptcy Rule 3001(f).

g. ***Timely Service***. Each Proof of Claim must be filed, including supporting documentation, by either (i) electronic submission through PACER (Public Access to Court Electronic Records at http://ecf.txsb.uscourts.gov), (ii) electronic submission using the interface available on the Claims and Noticing Agent's website at http://cases.primeclerk.com/TailoredBrands, or (iii) if submitted through non-electronic means, by U.S. Mail or other hand delivery system, so as to be ***actually received*** by the Claims and Noticing Agent on or before the Claims Bar Date or the Governmental Bar Date, or other applicable Bar Date, at the following addresses:

**If by First-Class Mail, Hand Delivery, or Overnight Mail:**
Tailored Brands, Inc. Claims Processing Center
c/o Prime Clerk LLC
850 3rd Avenue, Suite 412
Brooklyn, New York 11232

**PROOFS OF CLAIM SUBMITTED BY FACSIMILE OR ELECTRONIC MAIL WILL NOT BE ACCEPTED.**

h. ***Receipt of Service***. Claimants submitting a Proof of Claim through non-electronic means wishing to receive acknowledgment that their Proofs of Claim were received by the Claims and Noticing Agent must submit (i) a copy of the Proof of Claim Form (in addition to the original Proof of Claim Form sent to the Claims and Noticing Agent) and (ii) a self-addressed, stamped envelope.

## V. CONSEQUENCES OF FAILING TO TIMELY FILE YOUR PROOF OF CLAIM.

Pursuant to the Bar Date Order and in accordance with Bankruptcy Rule 3003(c)(2), if you or any party or entity who is required, but fails, to file a Proof of Claim in accordance with the Bar Date order on or before the applicable Bar Date, please be advised that:

a. YOU WILL BE FOREVER BARRED, ESTOPPED, AND ENJOINED FROM ASSERTING SUCH CLAIM AGAINST THE DEBTORS (OR FILING A PROOF OF CLAIM WITH RESPECT THERETO);

b. THE DEBTORS AND THEIR PROPERTY SHALL BE FOREVER DISCHARGED FROM ANY AND ALL INDEBTEDNESS OR LIABILITY WITH RESPECT TO OR ARISING FROM SUCH CLAIM;

c. YOU WILL NOT RECEIVE ANY DISTRIBUTION IN THESE CHAPTER 11 CASES ON ACCOUNT OF THAT CLAIM; AND

d. YOU WILL NOT BE PERMITTED TO VOTE ON ANY PLAN OR PLANS OF REORGANIZATION FOR THE DEBTORS ON ACCOUNT OF THESE BARRED CLAIMS OR RECEIVE FURTHER NOTICES REGARDING SUCH CLAIM.

## VI. RESERVATION OF RIGHTS.

Nothing contained in this Notice is intended to or should be construed as a waiver of the Debtors' rights to: (a) dispute, or assert offsets or defenses against, any filed claim or any claim listed or reflected in the Schedules as to the nature, amount, liability, or classification thereof; (b) subsequently designate any scheduled claim as disputed, contingent, or unliquidated; and (c) otherwise amend or supplement the Schedules.

## VII. THE DEBTORS' SCHEDULES AND ACCESS THERETO.

You may be listed as the holder of a claim against one or more of the Debtor entities in the Debtors' Schedules. To determine if and how you are listed on the Schedules, please refer to the descriptions set forth on the enclosed Proof of Claim forms regarding the nature, amount, and status of your claim(s). If the Debtors believe that you may hold claims against more than one Debtor entity, you will receive multiple Proof of Claim forms, each of which will reflect the nature and amount of your claim against one Debtor entity, as listed in the Schedules.

If you rely on the Debtors' Schedules, it is your responsibility to determine that the claim is accurately listed in the Schedules. However, you may rely on the enclosed form, which sets forth the amount of your claim (if any) as scheduled; identifies the Debtor entity against which it is scheduled; specifies whether your claim is listed in the Schedules as disputed, contingent, or unliquidated; and identifies whether your claim is scheduled as a secured, unsecured priority, or unsecured non-priority claim.

As described above, if you agree with the nature, amount, and status of your claim as listed in the Debtors' Schedules, and if you do not dispute that your claim is only against the Debtor entity specified by the Debtors, and if your claim is not described as "disputed," "contingent," or "unliquidated," you need ***not*** file a Proof of Claim. Otherwise, or if you decide to file a Proof of Claim, you must do so before the applicable Bar Date in accordance with the procedures set forth in this Notice.

**VIII. ADDITIONAL INFORMATION.**

Copies of the Debtors' Schedules, the Bar Date Order, and other information regarding these chapter 11 cases are available for inspection free of charge on the Debtors' website at http://cases.primeclerk.com/TailoredBrands. The Schedules and other filings in these chapter 11 cases also are available for a fee at the Court's website at http://www.txs.uscourts.gov/bankruptcy. A login identification and password to the Court's Public Access to Court Electronic Records ("PACER") are required to access this information and can be obtained through the PACER Service Center at http://www.pacer.psc.uscourts.gov. Copies of the Schedules and other documents filed in these cases also may be examined between the hours of 8:00 a.m. and 5:00 p.m., prevailing Central Time, Monday through Friday, at the office of the Clerk of the Bankruptcy Court, United States Bankruptcy Court for the Southern District of Texas, United States Courthouse, 515 Rusk Avenue, Houston, Texas 77002.

If you require additional information regarding the filing of a Proof of Claim, you may contact the Debtors' restructuring hotline at: 877-461-5690 (Domestic) 347-817-4089 (International).

**A HOLDER OF A POSSIBLE CLAIM AGAINST THE DEBTORS SHOULD CONSULT AN ATTORNEY REGARDING ANY MATTERS NOT COVERED BY THIS NOTICE, SUCH AS WHETHER THE HOLDER SHOULD FILE A PROOF OF CLAIM.**

# Exhibit 3

## Proposed Publication Notice

**IN THE UNITED STATES BANKRUPTCY COURT**
**SOUTHERN DISTRICT OF TEXAS**
**HOUSTON DIVISION**

| | | |
|---|---|---|
| In re: | ) | Chapter 11 |
| | ) | |
| TAILORED BRANDS, INC., *et al.*,[1] | ) | Case No. 20-33900 (MI) |
| | ) | |
| Debtors. | ) | (Jointly Administered) |

**NOTICE OF DEADLINES FOR THE FILING**
**OF PROOFS OF CLAIM, INCLUDING REQUESTS FOR**
**PAYMENTS UNDER SECTION 503(b)(9) OF THE BANKRUPTCY CODE**

**THE CLAIMS BAR DATE IS OCTOBER 7, 2020**
**AT 5:00 P.M. PREVAILING CENTRAL TIME**

**THE GOVERNMENTAL CLAIMS BAR DATE IS JANUARY 30, 2021**
**AT 5:00 P.M. PREVAILING CENTRAL TIME**

**PLEASE TAKE NOTICE OF THE FOLLOWING:**

***Deadlines for Filing Proofs of Claim***. On [__], 2020, the United States Bankruptcy Court for the Southern District of Texas (the "Court") entered an order [Docket No. [__]] (the "Bar Date Order") establishing certain deadlines for the filing of proofs of claim, including requests for payment under section 503(b)(9) of the Bankruptcy Code (collectively, "Proofs of Claim"), in the chapter 11 cases of the following debtors and debtors in possession (collectively, the "Debtors"):

| DEBTOR | CASE NO. |
|---|---|
| Tailored Brands, Inc. | 20-33900 |
| The Men's Wearhouse, Inc. | 20-33911 |
| Tailored Shared Services, LLC | 20-33913 |
| Tailored Brands Purchasing LLC | 20-33912 |
| Tailored Brands Gift Card Co LLC | 20-33914 |
| Renwick Technologies, Inc. | 20-33909 |
| TMW Merchants LLC | 20-33916 |
| MWDC Holding Inc. | 20-33908 |
| K&G Men's Company Inc. | 20-33902 |

1 A complete list of each of the Debtors in these chapter 11 cases may be obtained on the website of the Debtors' proposed claims and noticing agent at http://cases.primeclerk.com/TailoredBrands. The location of the Debtors' service address in these chapter 11 cases is: 6100 Stevenson Boulevard, Fremont, California 94538.

| DEBTOR | CASE NO. |
|---|---|
| Jos. A Bank Clothiers, Inc. | 20-33903 |
| The Joseph A. Bank Mfg. Co., Inc. | 20-33915 |
| JA Apparel Corp. | 20-33901 |
| Nashawena Mills Corp. | 20-33905 |
| Joseph Abboud Manufacturing Corp. | 20-33904 |
| TB UK Holding Limited | 20-33917 |
| Moores Retail Group Corp. | 20-33906 |
| Moores The Suit People Corp. | 20-33910 |
| Tailored Brands Worldwide Purchasing Co. | 20-33907 |

***The Bar Dates***. Pursuant to the Bar Date Order, ***all*** entities (except governmental units), including individuals, partnerships, estates, and trusts that have a claim or potential claim against the Debtors that arose prior to August 2, 2020, no matter how remote or contingent such right to payment or equitable remedy may be, ***including*** requests for payment under section 503(b)(9) of the Bankruptcy Code, MUST FILE A PROOF OF CLAIM on or before ***October 7, 2020, at 5:00 p.m., prevailing Central Time (the "Claims Bar Date")***. Governmental entities that have a claim or potential claim against the Debtors that arose prior to August 2, 2020, no matter how remote or contingent such right to payment or equitable remedy may be, MUST FILE A PROOF OF CLAIM on or before ***January 30, 2021, at 5:00 p.m., prevailing Central Time (the "Governmental Bar Date")***. All entities holding claims arising from the Debtors' rejection of executory contracts and unexpired leases are required to file Proofs of Claim by ***the date that is (a) the later of the Claims Bar Date or the Governmental Bar Date***, as applicable, and ***(b) the date that is thirty (30) days following entry of the order approving the Debtors' rejection of the applicable executory contract or unexpired lease (the "Rejection Damages Bar Date")***. All entities holding claims affected by an amendment to the Debtors' Schedules are required to file Proofs of Claim by ***the later of (a) the Claims Bar Date or the Governmental Bar Date***, as applicable, and ***(b) 5:00 p.m., prevailing Central Time, on the date that is thirty (30) days from the date on which the Debtors mail notice of the amendment to the Schedules (the "Amended Schedules Bar Date")***.

**ANY PERSON OR ENTITY WHO FAILS TO FILE A PROOF OF CLAIM, INCLUDING ANY REQUEST FOR PAYMENT UNDER SECTION 503(b)(9) OF THE BANKRUPTCY CODE ON OR BEFORE THE CLAIMS BAR DATE OR THE GOVERNMENTAL BAR DATE, AS APPLICABLE, SHALL NOT BE TREATED AS A CREDITOR WITH RESPECT TO SUCH CLAIM FOR THE PURPOSES OF VOTING AND DISTRIBUTION ON ANY CHAPTER 11 PLAN.**

***Filing a Proof of Claim***. Each Proof of Claim must be filed, including supporting documentation, by either (i) electronic submission through PACER (Public Access to Court Electronic Records at http://ecf.txsb.uscourts.gov), (ii) electronic submission using the interface available on the Claims and Noticing Agent's website at http://cases.primeclerk.com/TailoredBrands, or (iii) if submitted through non-electronic means, by U.S. Mail or other hand delivery system, so as to be ***actually received*** by the Claims and Noticing Agent on or before the Claims Bar Date or the Governmental Bar Date, or any other applicable Bar Date, at the following address:

**If by First-Class Mail, Hand Delivery, or Overnight Mail:**
Tailored Brands, Inc. Claims Processing Center
c/o Prime Clerk LLC
850 3rd Avenue, Suite 412
Brooklyn, New York 11232

***Contents of Proofs of Claim***. Each Proof of Claim must: (1) be written in legible English; (2) include a claim amount denominated in United States dollars; (3) clearly identify the Debtor against which the claim is asserted; (4) conform substantially with the Proof of Claim form provided by the Debtors or Official Form 410; (5) be signed by the claimant or by an authorized agent or legal representative of the claimant on behalf of the claimant, whether such signature is an electronic signature or is ink; and (6) include as attachments any and all supporting documentation on which the claim is based. ***Please note*** that each Proof of Claim must state a claim against only one Debtor and clearly indicate the specific Debtor against which the claim is asserted. To the extent more than one Debtor is listed on the Proof of Claim, a Proof of Claim is treated as if filed only against Tailored Brands, Inc., or if a Proof of Claim is otherwise filed without identifying a specific Debtor, the Proof of Claim may be deemed as filed only against Tailored Brands, Inc.

If a Proof of Claim does not include supporting documentation in accordance with Bankruptcy Rules 3001(c) and 3001(d), such Proof of Claim shall not be disallowed solely due to improper supporting documentation or failure to include documentation but, instead, shall not constitute *prima facie* evidence of the validity and amount of the claim pursuant to Bankruptcy Rule 3001(f).

***Electronic Signatures Permitted***. Proofs of Claim signed electronically by the claimant or an authorized agent or legal representative of the claimant may be deemed acceptable for purposes of claims administration. Copies of Proofs of Claim, or Proofs of Claim sent by facsimile or electronic mail will not be accepted. Unless otherwise ordered by the Court, any original document containing the original signature of any party other than the party that files the Proof of Claim shall be retained by the filing party for a period of not less than five (5) years after the Debtors' cases are closed, and upon request, such original document must be provided to the Court or other parties for review, pursuant to the Administrative Procedures for the Filing, Signing, and Verifying of Documents by Electronic Means in Texas Bankruptcy Courts.

***Section 503(b)(9) Requests for Payment***. Any Proof of Claim that asserts a right to payment arising under section 503(b)(9) of the Bankruptcy Code must also: (1) include the value of the goods delivered to and received by the Debtors in the 20 days prior to the Petition Date; (2) attach any documentation identifying the particular invoices for which such 503(b)(9) claim is being asserted; and (3) attach documentation of any reclamation demand made to the Debtors under section 546(c) of the Bankruptcy Code (if applicable).

If a Proof of Claim that asserts a right to payment arising under section 503(b)(9) of the Bankruptcy Code does not include supporting documentation in accordance with Bankruptcy Rules 3001(c) and 3001(d), such Proof of Claim shall not be disallowed solely due to improper supporting documentation or failure to include documentation but, instead, shall not constitute *prima facie* evidence of the validity and amount of the claim pursuant to Bankruptcy Rule 3001(f).

***Additional Information***. If you have any questions regarding the claims process and/or you wish to obtain a copy of the Bar Date Notice, a proof of claim form, or related documents, you may do so by: (i) calling the Debtors' restructuring hotline at 877-461-5690 (Domestic) 347-817-4089 (International); and/or (ii) visiting the Debtors' restructuring website at: http://cases.primeclerk.com/TailoredBrands.

## United States Bankruptcy Court, Southern District of Texas (Houston Division)

**Fill in this information to identify the case (Select only one Debtor per claim form):**

- ☐ Tailored Brands, Inc. (20-33900)
- ☐ JA Apparel Corp. (20-33901)
- ☐ Jos. A. Bank Clothiers, Inc. (20-33903)
- ☐ Joseph Abboud Manufacturing Corp. (20-33904)
- ☐ K&G Men's Company, Inc. (20-33902)
- ☐ Moores Retail Group Corp. (20-33906)
- ☐ Moores the Suit People Corp. (20-33910)
- ☐ MWDC Holding Inc. (20-33908)
- ☐ Nashawena Mills Corp. (20-33905)
- ☐ Renwick Technologies, Inc. (20-33909)
- ☐ Tailored Brands Gift Card Co LLC (20-33914)
- ☐ Tailored Brands Purchasing LLC (20-33912)
- ☐ Tailored Shared Services, LLC (20-33913)
- ☐ Tailored Brands Worldwide Purchasing Co. (20-33907)
- ☐ TB UK Holding Limited (20-33917)
- ☐ The Joseph A. Bank Mfg. Co., Inc. (20-33915)
- ☐ The Men's Wearhouse, Inc. (20-33911)
- ☐ TMW Merchants LLC (20-33916)

Modified Form 410

# Proof of Claim

04/19

**Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense (other than a claim entitled to priority under 11 U.S.C. § 503(b)(9)). Make such a request according to 11 U.S.C. § 503.**

**Filers must leave out or redact** information that is entitled to privacy on this form or on any attached documents. Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. **Do not send original documents;** they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to $500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

**Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy** (Form 309) **that you received.**

## Part 1: Identify the Claim

1. **Who is the current creditor?**

   ______________________________
   Name of the current creditor (the person or entity to be paid for this claim)

   Other names the creditor used with the debtor ______________________________

2. **Has this claim been acquired from someone else?**

   ☐ No
   ☐ Yes. From whom? ______________________________

3. **Where should notices and payments to the creditor be sent?**

   Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)

| **Where should notices to the creditor be sent?** | **Where should payments to the creditor be sent?** (if different) |
|---|---|
| Name | Name |
| Number Street | Number Street |
| City State ZIP Code | City State ZIP Code |
| Contact phone ______________ | Contact phone ______________ |
| Contact email ______________ | Contact email ______________ |

4. **Does this claim amend one already filed?**

   ☐ No
   ☐ Yes. Claim number on court claims registry (if known)_______ Filed on ______________
   MM / DD / YYYY

5. **Do you know if anyone else has filed a proof of claim for this claim?**

   ☐ No
   ☐ Yes. Who made the earlier filing? ______________

## Part 2: Give Information About the Claim as of the Date the Case Was Filed

**6. Do you have any number you use to identify the debtor?**

❑ No
❑ Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: ____ ____ ____ ____

**7. How much is the claim?**

$____________________. **Does this amount include interest or other charges?**

❑ No
❑ Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).

**8. What is the basis of the claim?**

Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card.

Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c).

Limit disclosing information that is entitled to privacy, such as health care information.

______________________________________________________________

**9. Is all or part of the claim secured?**

❑ No
❑ Yes. The claim is secured by a lien on property.

**Nature of property:**

❑ Real estate. If the claim is secured by the debtor's principal residence, file a *Mortgage Proof of Claim Attachment* (Official Form 410-A) with this *Proof of Claim.*
❑ Motor vehicle
❑ Other. Describe: ______________________________

**Basis for perfection:** ______________________________

Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.)

**Value of property**: $______________

**Amount of the claim that is secured:** $______________

**Amount of the claim that is unsecured:** $______________ (The sum of the secured and unsecured amounts should match the amount in line 7.)

**Amount necessary to cure any default as of the date of the petition:** $______________

**Annual Interest Rate** (when case was filed) _______%

❑ Fixed
❑ Variable

**10. Is this claim based on a lease?**

❑ No
❑ Yes. **Amount necessary to cure any default as of the date of the petition.** $______________

**11. Is this claim subject to a right of setoff?**

❑ No
❑ Yes. Identify the property: ______________________________

| | | |
|---|---|---|
| 12. **Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?**<br><br>A claim may be partly priority and partly nonpriority. For example, in some categories, the law limits the amount entitled to priority. | ❑ No<br>❑ Yes. *Check one:* | **Amount entitled to priority** |
| | ❑ Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B). | $____________________ |
| | ❑ Up to $3,025* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7). | $____________________ |
| | ❑ Wages, salaries, or commissions (up to $13,650*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4). | $____________________ |
| | ❑ Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8). | $____________________ |
| | ❑ Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5). | $____________________ |
| | ❑ Other. Specify subsection of 11 U.S.C. § 507(a)(    ) that applies. | $____________________ |
| | * Amounts are subject to adjustment on 4/01/22 and every 3 years after that for cases begun on or after the date of adjustment. | |
| 13. **Is all or part of the claim entitled to administrative priority pursuant to 11 U.S.C. § 503(b)(9)?** | ❑ No<br>❑ Yes. **Indicate the amount of your claim arising from the value of any goods received by the Debtor within 20 days before the date of commencement of the above case, in which the goods have been sold to the Debtor in the ordinary course of such Debtor's business. Attach documentation supporting such claim.** | $____________________ |

## Part 3: Sign Below

**The person completing this proof of claim must sign and date it. FRBP 9011(b).**

If you file this claim electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what a signature is.

**A person who files a fraudulent claim could be fined up to $500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.**

*Check the appropriate box:*

❑ I am the creditor.
❑ I am the creditor's attorney or authorized agent.
❑ I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.
❑ I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this *Proof of Claim* serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this *Proof of Claim* and have a reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on date ________________(mm/dd/yyyy)

____________________________________________

Signature

**Print the name of the person who is completing and signing this claim:**

Name ____________________________________________
First name Middle name Last name

Title ____________________________________________

Company ____________________________________________
Identify the corporate servicer as the company if the authorized agent is a servicer.

Address ____________________________________________
Number Street

____________________________________________
City State ZIP Code

Contact phone ____________________ Email ____________________

Official Form 410

# Instructions for Proof of Claim

United States Bankruptcy Court 12/15

**These instructions and definitions generally explain the law. In certain circumstances, such as bankruptcy cases that debtors do not file voluntarily, exceptions to these general rules may apply. You should consider obtaining the advice of an attorney, especially if you are unfamiliar with the bankruptcy process and privacy regulations.**

**A person who files a fraudulent claim could be fined up to $500,000, imprisoned for up to 5 years, or both.**
18 U.S.C. §§ 152, 157 and 3571.

## How to fill out this form

- **Fill in all of the information about the claim as of the date the case was filed.**

- **Fill in the caption at the top of the form.**

- **If the claim has been acquired from someone else, then state the identity of the last party** who owned the claim or was the holder of the claim and who transferred it to you before the initial claim was filed.

- **Attach any supporting documents to this form.** Attach redacted copies of any documents that show that the debt exists, a lien secures the debt, or both. (See the definition of *redaction* on the next page.)

  Also attach redacted copies of any documents that show perfection of any security interest or any assignments or transfers of the debt. In addition to the documents, a summary may be added. Federal Rule of Bankruptcy Procedure (called "Bankruptcy Rule") 3001(c) and (d).

- **Do not attach original documents because attachments may be destroyed after scanning.**

- **If the claim is based on delivering health care goods or services, do not disclose confidential health care information. Leave out or redact confidential information both in the claim and in the attached documents.**

- **A *Proof of Claim* form and any attached documents must show only the last 4 digits of any social security number, individual's tax identification number, or financial account number, and only the year of any person's date of birth.** See Bankruptcy Rule 9037.

- **For a minor child, fill in only the child's initials and the full name and address of the child's parent or guardian.** For example, write *A.B., a minor child* (*John Doe, parent, 123 Main St., City, State*). See Bankruptcy Rule 9037.

## Confirmation that the claim has been filed

To receive confirmation that the claim has been filed, enclose a stamped self-addressed envelope and a copy of this form. You may view a list of filed claims in this case by visiting the Claims and Noticing Agent's website at https://cases.primeclerk.com/TailoredBrands.

## Understand the terms used in this form

**Administrative expense:** Generally, an expense that arises after a bankruptcy case is filed in connection with operating, liquidating, or distributing the bankruptcy estate.
11 U.S.C. § 503.

**Claim:** A creditor's right to receive payment for a debt that the debtor owed on the date the debtor filed for bankruptcy. 11 U.S.C. §101 (5). A claim may be secured or unsecured.

**Claim Pursuant to 11 U.S.C. §503(b)(9):** A claim arising from the value of any goods received by the Debtor within 20 days before the date of commencement of the above case, in which the goods have been sold to the Debtor in the ordinary course of the Debtor's business. Attach documentation supporting such claim.

**Creditor:** A person, corporation, or other entity to whom a debtor owes a debt that was incurred on or before the date the debtor filed for bankruptcy. 11 U.S.C. §101 (10).

**Debtor:** A person, corporation, or other entity who is in bankruptcy. Use the debtor's name and case number as shown in the bankruptcy notice you received. 11 U.S.C. § 101 (13).

**Evidence of perfection:** Evidence of perfection of a security interest may include documents showing that a security interest has been filed or recorded, such as a mortgage, lien, certificate of title, or financing statement.

**Information that is entitled to privacy:** A *Proof of Claim* form and any attached documents must show only the last 4 digits of any social security number, an individual's tax identification number, or a financial account number, only the initials of a minor's name, and only the year of any person's date of birth. If a claim is based on delivering health care goods or services, limit the disclosure of the goods or services to avoid embarrassment or disclosure of confidential health care information. You may later be required to give more information if the trustee or someone else in interest objects to the claim.

**Priority claim:** A claim within a category of unsecured claims that is entitled to priority under 11 U.S.C. §507(a). These claims are paid from the available money or property in a bankruptcy case before other unsecured claims are paid. Common priority unsecured claims include alimony, child support, taxes, and certain unpaid wages.

**Proof of claim:** A form that shows the amount of debt the debtor owed to a creditor on the date of the bankruptcy filing. The form must be filed in the district where the case is pending.

**Redaction of information:** Masking, editing out, or deleting certain information to protect privacy. Filers must redact or leave out information entitled to **privacy** on the *Proof of Claim* form and any attached documents.

**Secured claim under 11 U.S.C. §506(a):** A claim backed by a lien on particular property of the debtor. A claim is secured to the extent that a creditor has the right to be paid from the property before other creditors are paid. The amount of a secured claim usually cannot be more than the value of the particular property on which the creditor has a lien. Any amount owed to a creditor that is more than the value of the property normally may be an unsecured claim. But exceptions exist; for example, see 11 U.S.C. § 1322(b) and the final sentence of 1325(a).

Examples of liens on property include a mortgage on real estate or a security interest in a car. A lien may be voluntarily granted by a debtor or may be obtained through a court proceeding. In some states, a court judgment may be a lien.

**Setoff:** Occurs when a creditor pays itself with money belonging to the debtor that it is holding, or by canceling a debt it owes to the debtor.

**Unsecured claim:** A claim that does not meet the requirements of a secured claim. A claim may be unsecured in part to the extent that the amount of the claim is more than the value of the property on which a creditor has a lien.

## Offers to purchase a claim

Certain entities purchase claims for an amount that is less than the face value of the claims. These entities may contact creditors offering to purchase their claims. Some written communications from these entities may easily be confused with official court documentation or communications from the debtor. These entities do not represent the bankruptcy court, the bankruptcy trustee, or the debtor. A creditor has no obligation to sell its claim. However, if a creditor decides to sell its claim, any transfer of that claim is subject to Bankruptcy Rule 3001(e), any provisions of the Bankruptcy Code (11 U.S.C. § 101 et seq.) that apply, and any orders of the bankruptcy court that apply.

## Please send completed Proof(s) of Claim to:

Tailored Brands Claims Processing Center
c/o Prime Clerk LLC
850 3rd Avenue, Suite 412
Brooklyn, NY 11232

You may also file your claim electronically at https://cases.primeclerk.com/TailoredBrands/EPOC-Index.

**Do not file these instructions with your form**

**IN THE UNITED STATES BANKRUPTCY COURT**
**SOUTHERN DISTRICT OF TEXAS**
**HOUSTON DIVISION**

| | | |
|---|---|---|
| In re: | ) | Chapter 11 |
| TAILORED BRANDS, INC., *et al.*,[1] | ) | Case No. 20-33900 (MI) |
| Debtors. | ) | (Jointly Administered) |

**NOTICE OF DEADLINES FOR THE FILING OF PROOFS OF CLAIM, INCLUDING REQUESTS FOR PAYMENT PURSUANT TO SECTION 503(b)(9) OF THE BANKRUPTCY CODE**

**TO: ALL PERSONS AND ENTITIES WHO MAY HAVE CLAIMS AGAINST ANY OF THE FOLLOWING DEBTOR ENTITIES:**

| DEBTOR | CASE NO. |
|---|---|
| Tailored Brands, Inc. | 20-33900 |
| The Men's Wearhouse, Inc. | 20-33911 |
| Tailored Shared Services, LLC | 20-33913 |
| Tailored Brands Purchasing LLC | 20-33912 |
| Tailored Brands Gift Card Co LLC | 20-33914 |
| Renwick Technologies, Inc. | 20-33909 |
| TMW Merchants LLC | 20-33916 |
| MWDC Holding Inc. | 20-33908 |
| K&G Men's Company Inc. | 20-33902 |
| Jos. A Bank Clothiers, Inc. | 20-33903 |
| The Joseph A. Bank Mfg. Co., Inc. | 20-33915 |
| JA Apparel Corp. | 20-33901 |
| Nashawena Mills Corp. | 20-33905 |
| Joseph Abboud Manufacturing Corp. | 20-33904 |
| TB UK Holding Limited | 20-33917 |
| Moores Retail Group Corp. | 20-33906 |
| Moores The Suit People Corp. | 20-33910 |
| Tailored Brands Worldwide Purchasing Co. | 20-33907 |

**PLEASE TAKE NOTICE THAT:**

On August 2, 2020 (the "Petition Date"), Tailored Brands, Inc. and certain of its affiliates, as debtors and debtors in possession (collectively, the "Debtors"), filed voluntary petitions for relief under

1 A complete list of each of the Debtors in these chapter 11 cases may be obtained on the website of the Debtors' proposed claims and noticing agent at http://cases.primeclerk.com/TailoredBrands. The location of the Debtors' service address in these chapter 11 cases is: 6100 Stevenson Boulevard, Fremont, California 94538.

chapter 11 of the United States Code (the "Bankruptcy Code") in the United States Bankruptcy Court for the Southern District of Texas (the "Court").

On August 4, 2020, the Court entered an order [Docket No. 95] the ("Bar Date Order")[2] establishing certain dates by which parties holding prepetition claims against the Debtors must file proofs of claim, including requests for payment pursuant to section 503(b)(9) of the Bankruptcy Code ("Proofs of Claim").

For your convenience, enclosed with this notice (this "Notice") is a Proof of Claim form, which identifies on its face the amount, nature, and classification of your claim(s), if any, listed in the Debtors' schedules of assets and liabilities filed in these cases (the "Schedules"). If the Debtors believe that you hold claims against more than one Debtor, you will receive multiple Proof of Claim forms, each of which will reflect the nature and amount of your claim as listed in the Schedules.

As used in this Notice, the term "entity" has the meaning given to it in section 101(15) of the Bankruptcy Code, and includes all persons, estates, trusts, governmental units, and the United States Trustee for the Southern District of Texas. In addition, the terms "persons" and "governmental units" are defined in sections 101(41) and 101(27) of the Bankruptcy Code, respectively.

As used in this Notice, the term "claim" means, as to or against the Debtors and in accordance with section 101(5) of the Bankruptcy Code: (a) any right to payment, whether or not such right is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured, or unsecured; or (b) any right to an equitable remedy for breach of performance if such breach gives rise to a right to payment, whether or not such right to an equitable remedy is reduced to judgment, fixed, contingent, matured, unmatured, disputed, undisputed, secured, or unsecured.

## I. THE BAR DATES.

The Bar Date Order establishes the following bar dates for filing Proofs of Claim in these chapter 11 cases (collectively the "Bar Dates").

a. ***The Claims Bar Date***. Pursuant to the Bar Date Order, except as described below, all entities (except governmental units) holding claims against the Debtors that arose or are deemed to have arisen prior to the commencement of these cases on the Petition Date, ***including requests for payment pursuant to section 503(b)(9), are required to file Proofs of Claim by October 7, 2020, at 5:00 p.m., prevailing Central Time)***. Except as expressly set forth in this Notice and the Bar Date Order, the Claims Bar Date applies to all types of claims against the Debtors that arose prior to the Petition Date, including secured claims, unsecured priority claims, and unsecured non-priority claims.

b. ***The Governmental Bar Date***. Pursuant to the Bar Date Order, ***all governmental units holding claims against the Debtors that arose or are deemed to have arisen prior to the commencement of these cases on the Petition Date are required to file Proofs of Claim by the Governmental Bar Date (i.e., by January 30, 2021, at 5:00 p.m., prevailing Central Time)***. The Governmental Bar Date applies to all governmental units holding claims against the Debtors (whether secured, unsecured

[2] Capitalized terms used but not otherwise defined herein have the meanings ascribed to them in the Bar Date Order.

priority, or unsecured non-priority) that arose prior to the Petition Date, including governmental units with claims against the Debtors for unpaid taxes, whether such claims arise from prepetition tax years or periods or prepetition transactions to which the Debtors were a party.

c. ***The Rejection Damages Bar Date***. Pursuant to the Bar Date Order, all entities holding claims arising from the Debtors' rejection of executory contracts and unexpired leases are required to file Proofs of Claim by the Rejection Damages Bar Date, (*i.e.*, by the date that is ***the later of (a) the Claims Bar Date or the Governmental Bar Date***, as applicable, and ***(b) 5:00 p.m., prevailing Central Time, on the date that is thirty (30) days following entry of the order approving the rejection of the applicable executory contract or unexpired lease*** of the Debtors).

d. ***Amended Schedules Bar Date***. Pursuant to the Bar Date Order, all entities holding claims affected by the amendment to the Debtors' Schedules are required to file Proofs of Claim by the Amended Schedules Bar Date (*i.e.*, by the date that is ***the later of (a) the Claims Bar Date or the Governmental Bar Date***, as applicable, and ***(b) 5:00 p.m., prevailing Central Time, on the date that is thirty (30) days from the date on which the Debtors mail notice of the amendment to the Schedules)***.

## II. WHO MUST FILE A PROOF OF CLAIM.

Except as otherwise set forth herein, the following entities holding claims against the Debtors that arose (or that are deemed to have arisen) prior to the Petition Date ***must*** file Proofs of Claim on or before the Claims Bar Date, Governmental Bar Date, or any other bar date set forth in the Bar Date Order, as applicable:

a. any entity whose claim against a Debtor is ***not*** listed in the applicable Debtor's Schedules or is listed as contingent, unliquidated, or disputed if such entity desires to participate in any of these chapter 11 cases or share in any distribution in any of these chapter 11 cases;

b. any entity who believes that its claim is improperly classified in the Schedules or is listed in an incorrect amount and who desires to have its claim allowed in a different classification or amount other than that identified in the Schedules;

c. any former or present full-time, part-time, salaried, or hourly employees must submit Proofs of Claim relating to any grievance prior to the Claims Bar Date to the extent grounds for such grievances arose on or prior to the Petition Date;

d. any entity that believes that its prepetition claims as listed in the Schedules is not an obligation of the specific Debtor against which the claim is listed and that desires to have its claim allowed against a Debtor other than that identified in the Schedules; and

e. any entity who believes that its claim against a Debtor is or may be an administrative expense pursuant to section 503(b)(9) of the Bankruptcy Code.

## III. PARTIES WHO DO NOT NEED TO FILE PROOFS OF CLAIM.

Certain parties are not required to file Proofs of Claim. The Court may, however, enter one or more separate orders at a later time requiring creditors to file Proofs of Claim for some kinds of the following claims and setting related deadlines. If the Court does enter such an order, you will receive notice of it. The following entities holding claims that would otherwise be subject to the Bar Dates, in the capacities described below, need ***not*** file Proofs of Claims:

a. any entity that already has filed a signed Proof of Claim against the applicable Debtor with the Claims and Noticing Agent in a form substantially similar to Official Form 410;

b. any entity whose claim is listed on the Schedules if: (i) the claim is ***not*** scheduled by the Debtors as any of "disputed," "contingent," or "unliquidated;" (ii) such entity agrees with the amount, nature, and priority of the claim as set forth in the Schedules; and (iii) such entity does not dispute that its claim is an obligation only of the specific Debtor against which the claim is listed in the Schedules;

c. any entity whose claim has previously been allowed by a final order of the Court;

d. any Debtor having a claim against another Debtor;

e. any entity whose claim is solely against any non-Debtor affiliate;

f. any entity whose claim has been paid by a Debtor pursuant to a Court order;

g. a current employee of the Debtors, if an order of this Court authorized the Debtors to honor such claim in the ordinary course of business as a wage, commission, or benefit; *provided* that a current employee must submit a Proof of Claim by the Claims Bar Date for all other claims arising before the Petition Date, including claims for wrongful termination, discrimination, harassment, hostile work environment, and/or retaliation;

h. any current or former officer, manager, director, or employee for claims based on indemnification, contribution, or reimbursement;

i. any entity holding a claim for which a separate deadline is fixed by this Court;

j. any entity holding a claim allowable under sections 503(b) and 507(a)(2) of the Bankruptcy Code as an expense of administration incurred in the ordinary course, *provided* that any entity asserting a claim entitled to priority under section 503(b)(9) of the Bankruptcy Code must assert such claims by filing a request for payment or a Proof of Claim on or prior to the Claims Bar Date;

k. any entity holding an equity interest in any Debtor;

l. any DIP Agent, DIP Lender, or Prepetition ABL Party with regard to claims arising from or relating to the DIP Documents or the Prepetition ABL Documents (each term in this subparagraph as defined in the order authorizing the Debtors' postpetition financing);

m. any holder of a claim arising under or in connection with the Debtors' prepetition term loan facility;

n. any holder of a claim arising under or in connection with The Men's Wearhouse, Inc.'s 7.00% Senior Notes due 2022; *provided* that the indenture trustee for The Men's Wearhouse, Inc.'s 7.00% Senior Notes due 2022 shall file a single master Proof of Claim by the Claims Bar Date with regard to all of the claims thereunder; and

o. any holder of a claim for any fees, expenses, or other obligations arising under any interim or final order approving the Debtors' use of cash collateral or access to postpetition financing.

## IV. INSTRUCTIONS FOR FILING PROOFS OF CLAIM.

The following requirements shall apply with respect to filing and preparing each Proof of Claim:

a. ***Contents***. Each Proof of Claim must: (i) be written in legible English; (ii) include a claim amount denominated in United States dollars; (iii) conform substantially with the Proof of Claim Form provided by the Debtors or Official Form 410; and (iv) be signed by the claimant or by an authorized agent or legal representative of the claimant on behalf of the claimant, whether such signature is an electronic signature or is ink.

b. ***Section 503(b)(9) Claim***. Any Proof of Claim asserting a claim entitled to priority under section 503(b)(9) of the Bankruptcy Code must also: (i) include the value of the goods delivered to and received by the Debtors in the 20 days prior to the Petition Date; (ii) attach any documentation identifying the particular invoices for which the 503(b)(9) claim is being asserted; and (iii) attach documentation of any reclamation demand made to the Debtors under section 546(c) of the Bankruptcy Code (if applicable); *provided* that, if a Proof of Claim asserting a claim entitled to priority under section 503(b)(9) of the Bankruptcy Code does not include supporting documentation in accordance with Bankruptcy Rules 3001(c) and 3001(d), such Proof of Claim shall not be disallowed solely due to improper supporting documentation or failure to include documentation but, instead, shall not constitute *prima facie* evidence of the validity and amount of the claim pursuant to Bankruptcy Rule 3001(f).

c. ***Electronic Signatures Permitted***. Only ***original*** Proofs of Claim signed electronically by the claimant or an authorized agent or legal representative of the claimant may be deemed acceptable for purposes of claims administration. Copies of Proofs of Claim or Proofs of Claim sent by facsimile or electronic mail will not be accepted. Unless otherwise ordered by the Court, any original document containing the original signature of any party other than the party that files the Proof of Claim shall be retained by the filing party for a period of not less than five (5) years after the Debtors' cases are closed, and, upon request, such original document must be provided to the Court or other parties for review, pursuant to the Administrative Procedures for the Filing, Signing, and Verifying of Documents by Electronic Means in Texas Bankruptcy Courts.

d. ***Identification of the Debtor Entity***. Each Proof of Claim must clearly identify the Debtor against which a claim is asserted, including the individual Debtor's case number. A Proof of Claim filed under the joint administration case number (No. 20-33900 (MI)) or otherwise without identifying a specific Debtor, will be deemed as filed only against Tailored Brands, Inc.

e. ***Claim Against Multiple Debtor Entities***. Each Proof of Claim must state a claim against ***only one*** Debtor and clearly indicate the Debtor against which the claim is asserted. To the extent more than one Debtor is listed on the Proof of Claim, such claim may be treated as if filed only against Tailored Brands, Inc. Notwithstanding anything to the contrary set forth in the Bar Date Order, the filing of a Proof of Claim by an administrative agent or indenture trustee in the case of Tailored Brands, Inc. (No. 20-33900 (MI)) will also be deemed to constitute the filing of a Proof of Claim in the cases of all other Debtors against whom a claim may be asserted under the applicable Credit Agreement, Indenture, or other operative documents.

f. ***Supporting Documentation***. Each Proof of Claim must include supporting documentation in accordance with Bankruptcy Rules 3001(c) and 3001(d). If, however, such documentation is voluminous, upon prior written consent of the Debtors' counsel, such Proof of Claim may include a summary of such documentation or an explanation as to why such documentation is not available; *provided* that any creditor that received such written consent shall be required to transmit such writings to Debtors' counsel upon request no later than ten days from the date of such request; *provided* that, if a Proof of Claim does not include supporting documentation in accordance with Bankruptcy Rules 3001(c) and 3001(d), such Proof of Claim shall not be disallowed solely due to improper supporting documentation or failure to include documentation but, instead, shall not constitute *prima facie* evidence of the validity and amount of the claim pursuant to Bankruptcy Rule 3001(f).

g. ***Timely Service***. Each Proof of Claim must be filed, including supporting documentation, by either (i) electronic submission through PACER (Public Access to Court Electronic Records at http://ecf.txsb.uscourts.gov), (ii) electronic submission using the interface available on the Claims and Noticing Agent's website at http://cases.primeclerk.com/TailoredBrands, or (iii) if submitted through non-electronic means, by U.S. Mail or other hand delivery system, so as to be ***actually received*** by the Claims and Noticing Agent on or before the Claims Bar Date or the Governmental Bar Date, or other applicable Bar Date, at the following addresses:

**If by First-Class Mail, Hand Delivery, or Overnight Mail:**
Tailored Brands, Inc. Claims Processing Center
c/o Prime Clerk LLC
850 3rd Avenue, Suite 412
Brooklyn, New York 11232

**PROOFS OF CLAIM SUBMITTED BY FACSIMILE OR ELECTRONIC MAIL WILL NOT BE ACCEPTED.**

h. ***Receipt of Service***. Claimants submitting a Proof of Claim through non-electronic means wishing to receive acknowledgment that their Proofs of Claim were received by the Claims and Noticing Agent must submit (i) a copy of the Proof of Claim Form (in addition to the original Proof of Claim Form sent to the Claims and Noticing Agent) and (ii) a self-addressed, stamped envelope.

## V. CONSEQUENCES OF FAILING TO TIMELY FILE YOUR PROOF OF CLAIM.

Pursuant to the Bar Date Order and in accordance with Bankruptcy Rule 3003(c)(2), if you or any party or entity who is required, but fails, to file a Proof of Claim in accordance with the Bar Date order on or before the applicable Bar Date, please be advised that:

a. YOU WILL BE FOREVER BARRED, ESTOPPED, AND ENJOINED FROM ASSERTING SUCH CLAIM AGAINST THE DEBTORS (OR FILING A PROOF OF CLAIM WITH RESPECT THERETO);

b. THE DEBTORS AND THEIR PROPERTY SHALL BE FOREVER DISCHARGED FROM ANY AND ALL INDEBTEDNESS OR LIABILITY WITH RESPECT TO OR ARISING FROM SUCH CLAIM;

c. YOU WILL NOT RECEIVE ANY DISTRIBUTION IN THESE CHAPTER 11 CASES ON ACCOUNT OF THAT CLAIM; AND

d. YOU WILL NOT BE PERMITTED TO VOTE ON ANY PLAN OR PLANS OF REORGANIZATION FOR THE DEBTORS ON ACCOUNT OF THESE BARRED CLAIMS OR RECEIVE FURTHER NOTICES REGARDING SUCH CLAIM.

## VI. RESERVATION OF RIGHTS.

Nothing contained in this Notice is intended to or should be construed as a waiver of the Debtors' rights to: (a) dispute, or assert offsets or defenses against, any filed claim or any claim listed or reflected in the Schedules as to the nature, amount, liability, or classification thereof; (b) subsequently designate any scheduled claim as disputed, contingent, or unliquidated; and (c) otherwise amend or supplement the Schedules.

## VII. THE DEBTORS' SCHEDULES AND ACCESS THERETO.

You may be listed as the holder of a claim against one or more of the Debtor entities in the Debtors' Schedules. To determine if and how you are listed on the Schedules, please refer to the descriptions set forth on the enclosed Proof of Claim forms regarding the nature, amount, and status of your claim(s). If the Debtors believe that you may hold claims against more than one Debtor entity, you will receive multiple Proof of Claim forms, each of which will reflect the nature and amount of your claim against one Debtor entity, as listed in the Schedules.

If you rely on the Debtors' Schedules, it is your responsibility to determine that the claim is accurately listed in the Schedules. However, you may rely on the enclosed form, which sets forth the amount of your claim (if any) as scheduled; identifies the Debtor entity against which it is scheduled; specifies whether your claim is listed in the Schedules as disputed, contingent, or unliquidated; and identifies whether your claim is scheduled as a secured, unsecured priority, or unsecured non-priority claim.

As described above, if you agree with the nature, amount, and status of your claim as listed in the Debtors' Schedules, and if you do not dispute that your claim is only against the Debtor entity specified by the Debtors, and if your claim is not described as "disputed," "contingent," or "unliquidated," you need ***not*** file a Proof of Claim. Otherwise, or if you decide to file a Proof of Claim, you must do so before the applicable Bar Date in accordance with the procedures set forth in this Notice.

## VIII. ADDITIONAL INFORMATION.

Copies of the Debtors' Schedules, the Bar Date Order, and other information regarding these chapter 11 cases are available for inspection free of charge on the Debtors' website at http://cases.primeclerk.com/TailoredBrands. The Schedules and other filings in these chapter 11 cases also are available for a fee at the Court's website at http://www.txs.uscourts.gov/bankruptcy. A login identification and password to the Court's Public Access to Court Electronic Records ("PACER") are required to access this information and can be obtained through the PACER Service Center at http://www.pacer.psc.uscourts.gov. Copies of the Schedules and other documents filed in these cases also may be examined between the hours of 8:00 a.m. and 5:00 p.m., prevailing Central Time, Monday through Friday, at the office of the Clerk of the Bankruptcy Court, United States Bankruptcy Court for the Southern District of Texas, United States Courthouse, 515 Rusk Avenue, Houston, Texas 77002.

If you require additional information regarding the filing of a Proof of Claim, you may contact the Debtors' restructuring hotline at: 877-461-5690 (Domestic) 347-817-4089 (International).

**A HOLDER OF A POSSIBLE CLAIM AGAINST THE DEBTORS SHOULD CONSULT AN ATTORNEY REGARDING ANY MATTERS NOT COVERED BY THIS NOTICE, SUCH AS WHETHER THE HOLDER SHOULD FILE A PROOF OF CLAIM.**

Court File No.: CV-20-00645102-00CL

**ONTARIO**
**SUPERIOR COURT OF JUSTICE**
**(COMMERCIAL LIST)**

**IN THE MATTER OF THE COMPANIES' CREDITORS ARRANGEMENT ACT, R.S.C. 1985, c. C-36, AS AMENDED**

**AND IN THE MATTER OF CERTAIN PROCEEDINGS TAKEN IN THE UNITED STATES BANKRUPTCY COURT, SOUTHERN DISTRICT OF TEXAS, HOUSTON DIVISION WITH RESPECT TO CERTAIN COMPANIES CONTROLLED BY TAILORED BRANDS, INC., INCLUDING MOORES THE SUIT PEOPLE CORP.**

**TO: CREDITORS OF MOORES THE SUIT PEOPLE CORP. AND MOORES RETAIL GROUP CORP.**

On August 2, 2020, Tailored Brands, Inc. and certain of its affiliates, including Moores The Suit People Corp. and Moores Retail Group Corp. (the "**Chapter 11 Debtors**") filed voluntary petitions for relief (the "**US Bankruptcy Proceedings**") under chapter 11 of the United States Code in the United States Bankruptcy Court for the Southern District of Texas (the "**US Court**").

On August 4, 2020, the US Court entered an order establishing certain dates by which parties holding prepetition claims against the Chapter 11 Debtors must file proofs of claim (the "**Bar Date Order**").

On August 5, 2020, the Ontario Superior Court of Justice (Commercial List) in Toronto, Ontario (the "**Ontario Court**") issued certain orders pursuant to Part IV of the *Companies' Creditors Arrangement Act,* R.S.C. 1985, c. C-36 (the "**CCAA**"), among other things: (i) recognizing the US Bankruptcy Proceedings as "foreign main proceedings"; (ii) appointing Grant Thornton Limited as Information Officer (the "**Information Officer")** in relation to these CCAA recognition proceedings (the "**Canadian Recognition Proceedings**"); and (iii) recognized the Bar Date Order, among other orders of the US Bankruptcy Court. As a result, the Bar Date Order has been given full force and effect in all provinces and territories of Canada.

You previously received a letter from the Information Officer dated August 10, 2020 providing notice of the US Bankruptcy Proceedings and the Canadian Recognition Proceedings and the case website that has been established by the Information Officer (the "**Case Website**"). The letter indicated that further information would be provided if a claims process is initiated in relation to the Chapter 11 Debtors.

As set out in the Bar Date Order, a claims process has been initiated in relation to the Chapter 11 Debtors. The Bar Date Order establishes the following deadlines (the "**Bar Dates**") by which creditors of the Chapter 11 Debtors (including Canadian creditors) must file a Proof of Claim:

(a) **Claims Bar Date:** Where the claimant is not a governmental unit, **October 7, 2020, at 5:00 p.m., prevailing Central Time**;

(b) **Governmental Bar Date:** Where the claimant is a governmental unit, **January 30, 2021, at 5:00 p.m., prevailing Central Time**;

(c) **Rejection Damages Bar Date**: Where the claimant is asserting a claim arising from the rejection of executory contracts and unexpired leases, the later of: (i) the Claims Bar Date or Governmental Bar Date (where applicable); and (ii) 5:00 p.m., prevailing Central Time, on the date that is thirty (30) days following entry of the order approving the Chapter 11 Debtors' rejection of the applicable executory contract or unexpired lease (unless otherwise ordered by the US Bankruptcy Court); and

(d) **Amended Schedules Bar Date**: Where the claimant is asserting a claim affected by an amendment to the Schedules of the Chapter 11 Debtors, by the later of: (a) the Claims Bar Date or the Governmental Bar Date, as applicable, and (b) 5:00 p.m., prevailing Central Time, on the date that is thirty (30) days from the date on which the Chapter 11 Debtors mail notice of the amendment to the Schedules).

Any creditor that fails to file a Proof of Claim by the applicable Bar Date in accordance with the Bar Date Order is advised that: (I) YOU WILL BE FOREVER BARRED, ESTOPPED, AND ENJOINED FROM ASSERTING SUCH CLAIM AGAINST THE CHAPTER 11 DEBTORS (OR FILING A PROOF OF CLAIM WITH RESPECT THERETO); (II) THE CHAPTER 11 DEBTORS AND THEIR PROPERTY SHALL BE FOREVER DISCHARGED FROM ANY AND ALL INDEBTEDNESS OR LIABILITY WITH RESPECT TO OR ARISING FROM SUCH CLAIM; (III) YOU WILL NOT RECEIVE ANY DISTRIBUTION IN THE US BANKRUPTCY PROCEEDINGS ON ACCOUNT OF THAT CLAIM; AND (IV) YOU WILL NOT BE PERMITTED TO VOTE ON ANY PLAN OR PLANS OF REORGANIZATION FOR THE CHAPTER 11 DEBTORS ON ACCOUNT OF THESE BARRED CLAIMS OR RECEIVE FURTHER NOTICES REGARDING SUCH CLAIM.

The Bar Date Order and the procedures for filing a Proof of Claim against the Chapter 11 Debtors have been summarized in the Second Report of the Information Officer dated August 26, 2020, a copy of which is available on the Case Website. A copy of the Bar Date Order, the Proof of Claim Form and instructions to complete and the written notice of the Bar Dates are available on the Case Website at http://www.GrantThornton.ca/Moores and the website established by the claims and noticing agent of the Chapter 11 Debtors at https://cases.primeclerk.com/TailoredBrands/.

If creditors have questions regarding the foregoing, they may contact Aaron Previte at the Information Officer's office at **Aaron.Previte@ca.gt.com**

Dated at Toronto, Ontario, this 26th day of August 2020.

**GRANT THORNTON LIMITED**
In its capacity as Court-Appointed Information Officer of the Chapter 11 Debtors and not in its personal or corporate capacity

**Information to identify the case:**

| | | |
|---|---|---|
| Debtor | **Tailored Brands, Inc.** <br> Name | EIN **47−4908760** |
| United States Bankruptcy Court | **Southern District of Texas** | Date case filed for chapter **11** **8/2/20** |
| Case number: | **20−33900** | |

Official Form 309F1 (For Corporations or Partnerships)

# Notice of Chapter 11 Bankruptcy Case

**02/20**

**For the debtor listed above, a case has been filed under chapter 11 of the Bankruptcy Code. An order for relief has been entered.**

**This notice has important information about the case for creditors and debtors, including information about the meeting of creditors and deadlines. Read both pages carefully.**

The filing of the case imposed an automatic stay against most collection activities. This means that creditors generally may not take action to collect debts from the debtor or the debtor's property. For example, while the stay is in effect, creditors cannot sue, assert a deficiency, repossess property, or otherwise try to collect from the debtor. Creditors cannot demand repayment from the debtor by mail, phone, or otherwise. Creditors who violate the stay can be required to pay actual and punitive damages and attorney's fees.

Confirmation of a chapter 11 plan may result in a discharge of debt. A creditor who wants to have a particular debt excepted from discharge may be required to file a complaint in the bankruptcy clerk's office within the deadline specified in this notice. (See line 11 below for more information.)

To protect your rights, consult an attorney. All documents filed in the case may be inspected at the bankruptcy clerk's office at the address listed below or through PACER (Public Access to Court Electronic Records at www.pacer.gov).

**The staff of the bankruptcy clerk's office cannot give legal advice.**

**Do not file this notice with any proof of claim or other filing in the case.**

| | | |
|---|---|---|
| **1. Debtor's full name** | Tailored Brands, Inc. | |
| **2. All other names used in the last 8 years** | | |
| **3. Address** | 6100 Stevenson Boulevard<br>Freemont, CA 94538 | |
| **4. Debtor's attorney**<br>Name and address | Matthew D Cavenaugh<br>Jackson Walker LLP<br>1401 McKinney Street<br>Ste 1900<br>Houston, TX 77010 | Contact phone 713−752−4200<br><br>Email: mcavenaugh@jw.com |
| **5. Bankruptcy clerk's office**<br>Documents in this case may be filed at this address.<br>You may inspect all records filed in this case at this office or online at www.pacer.gov. | United States Bankruptcy Court<br>PO Box 61010<br>Houston, TX 77208 | Hours open:<br>8:00 am − 5:00 pm Monday through Friday<br><br>Contact phone (713) 250−5500<br><br>Date: 8/18/20 |
| **6. Meeting of creditors**<br>The debtor's representative must attend the meeting to be questioned under oath.<br>Creditors may attend, but are not required to do so. | **September 24, 2020 at 03:30 PM**<br><br>The meeting may be continued or adjourned to a later date. If so, the date will be on the court docket. | Location:<br><br>**Telephone Conference, Call 866−707−5468, passcode 6166997** |

**For more information, see page 2 >**

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| **7. Proof of claim deadline** | **Deadline for filing proof of claim:**<br>**For all creditors (except a governmental unit):** 12/23/20<br>**For a governmental unit:** 2/16/21<br>A proof of claim is a signed statement describing a creditor's claim. A proof of claim form may be obtained at www.uscourts.gov or any bankruptcy clerk's office.<br><br>Your claim will be allowed in the amount scheduled unless:<br>• your claim is designated as *disputed*, *contingent*, or *unliquidated;*<br>• you file a proof of claim in a different amount; or<br>• you receive another notice.<br>If your claim is not scheduled or if your claim is designated as *disputed*, *contingent*, or *unliquidated*, you must file a proof of claim or you might not be paid on your claim and you might be unable to vote on a plan. You may file a proof of claim even if your claim is scheduled.<br>You may review the schedules at the bankruptcy clerk's office or online at www.pacer.gov.<br>Secured creditors retain rights in their collateral regardless of whether they file a proof of claim. Filing a proof of claim submits a creditor to the jurisdiction of the bankruptcy court, with consequences a lawyer can explain. For example, a secured creditor who files a proof of claim may surrender important nonmonetary rights, including the right to a jury trial. |
| **8. Exception to discharge deadline**<br>The bankruptcy clerk's office must receive a complaint and any required filing fee by the following deadline. | If § 523(c) applies to your claim and you seek to have it excepted from discharge, you must start a judicial proceeding by filing a complaint by the deadline stated below.<br>**Deadline for filing the complaint:** ___________ |
| **9. Creditors with a foreign address** | If you are a creditor receiving notice mailed to a foreign address, you may file a motion asking the court to extend the deadlines in this notice. Consult an attorney familiar with United States bankruptcy law if you have any questions about your rights in this case. |
| **10. Filing a Chapter 11 bankruptcy case** | Chapter 11 allows debtors to reorganize or liquidate according to a plan. A plan is not effective unless the court confirms it. You may receive a copy of the plan and a disclosure statement telling you about the plan, and you may have the opportunity to vote on the plan. You will receive notice of the date of the confirmation hearing, and you may object to confirmation of the plan and attend the confirmation hearing. Unless a trustee is serving, the debtor will remain in possession of the property and may continue to operate its business. |
| **11. Discharge of debts** | Confirmation of a chapter 11 plan may result in a discharge of debts, which may include all or part of your debt. See 11 U.S.C. § 1141(d). A discharge means that creditors may never try to collect the debt from the debtor except as provided in the plan. If you want to have a particular debt owed to you excepted from the discharge and § 523(c) applies to your claim, you must start a judicial proceeding by filing a complaint and paying the filing fee in the bankruptcy clerk's office by the deadline. |

IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, c. C-36 OF MOORES THE SUIT PEOPLE CORP

Court File No: CV-20-00645102-00CL

***ONTARIO***
**SUPERIOR COURT OF JUSTICE**
**(COMMERCIAL LIST)**

Proceeding commenced at Toronto

**SECOND REPORT OF THE INFORMATION OFFICER DATED AUGUST 26, 2020**


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