

Court File No.

**ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERICAL 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**

(Returnable on August 5, 2020)

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TAB 1

Court File No. _____

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
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RESPECT TO THE COMPANIES LISTED AT SCHEDULE "A" HEREOF

APPLICATION OF MOORES THE SUIT PEOPLE CORP.
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NOTICE OF APPLICATION

TO THE RESPONDENTS

A LEGAL PROCEEDING HAS BEEN COMMENCED by the Applicant. The claims made by the Applicant appear on the following page.

THIS APPLICATION will come on for a hearing on August 5, 2020, at 3:00 p.m. by way of videoconference via Zoom, the details of which are attached at Schedule "B" hereto. We ask that if you advise if you intend to join the hearing on the Application by sending an email to Mr. Rémi Leprévost at rleprevost@stikeman.com in advance of said hearing.

IF YOU WISH TO OPPOSE THIS APPLICATION, to receive notice of any step in the application or to be served with any documents in the application, you or an Ontario lawyer acting for you must forthwith prepare a notice of appearance in Form 38A prescribed by the Rules of Civil Procedure, serve it on the Applicant, the Applicant's lawyer and file it, with proof of service, in this court office, and you or your lawyer must appear at the hearing.

IF YOU WISH TO PRESENT AN AFFIDAVIT OR OTHER DOCUMENTARY EVIDENCE TO THE COURT OR TO EXAMINE OR CROSS-EXAMINE WITNESSES ON THE APPLICATION, you or your lawyer must, in addition to serving your notice of appearance, serve a copy of the evidence on the Applicant, the Applicant's lawyer and file it, with proof of service, in the court office where the application is to be heard as soon as possible, but at least two days before the hearing.

IF YOU FAIL TO APPEAR AT THE HEARING, JUDGMENT MAY BE GIVEN IN YOUR ABSENCE AND WITHOUT FURTHER NOTICE TO YOU. IF YOU WISH TO OPPOSE THIS APPLICATION BUT ARE UNABLE TO PAY LEGAL FEES, LEGAL AID MAY BE AVAILABLE TO YOU BY CONTACTING A LOCAL LEGAL AID OFFICE.

Date: August 4, 2020

Issued by: _____
Local Registrar

Address of Court Office	330, University Avenue 7 th Floor Toronto, Ontario M5G 1R7
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APPLICATION

1. Moores The Suit People Corp. ("**Moores Suit**"), on its own behalf and in the capacity as proposed foreign representative of the companies listed as schedule "A" hereto (the "**Chapter 11 Debtors**") including itself and Moores Retail Group Corp. ("**Moores Retail**", together with Moores Suit, "**Moores**"), makes this application for orders substantially in the form included in the Application Record, including orders, *inter alia*:

- (a) an *Initial Recognition Order (Foreign Main Proceeding)* (the "**Initial Recognition Order**"), essentially:
 - (i) declaring that Moores Suit is a "*foreign representative*" pursuant to Section 45 of the CCAA and that in such capacity, Moores Suit is entitled to bring this Application pursuant to Section 46 of the CCAA;
 - (ii) declaring and recognizing the proceedings commenced by the Chapter 11 Debtors in the United States Bankruptcy Court, Southern District of Texas, Houston Division (the "**U.S. Bankruptcy Court**") under chapter 11 of title 11 of the United States Code, 11 U.S.C. §§ 101-1532 (the "**Chapter 11 Proceedings**") as "*foreign main proceedings*" for the purposes of sections 47 and 48 of the CCAA;
 - (iii) declaring that the centre of main interest for each of the Chapter 11 Debtors, including Moores Suit and its shareholder, Moores Retail Group Corp. ("**Moores Retail**", together Moores Suit, "**Moores**") is located in the United States of America, and that the Chapter 11 Proceedings are "foreign main proceedings", as defined in section 45 of the CCAA;
 - (iv) staying and suspending all action, suit or proceedings taken or that might be taken or commenced against or in respect of the Chapter 11 Debtors, including Moores;
 - (v) prohibiting the Chapter 11 Debtors, including Moores, from selling or otherwise disposing of, outside the ordinary course of its business, any of the Chapter 11 Debtors' property in Canada;

- (b) a *Supplemental Order (Foreign Main Proceeding)* (the “**Supplemental Order**”), essentially:
- (i) recognizing and giving full force and effect in all provinces and territories of Canada to certain First Day Orders (as defined below) made in the context of the Chapter 11 Proceedings, including the Interim DIP Order (as defined below);
 - (ii) staying and suspending all claims, rights, liens or proceedings against or in respect of the Chapter 11 Debtors, the directors and officers of the Chapter 11 Debtors and the Chapter 11 Debtors’ property;
 - (iii) restraining the right of any person or entity to, among other things, discontinue, fail to honour, alter, interfere with, repudiate, terminate or cease to perform an right, renewal right, contract, agreement, license or permit in favour of or held by any of the Chapter 11 Debtors and affecting their business in Canada, except with leave of this Court;
 - (iv) appointing Grant Thornton Limited (“**GT**”) as information officer (in such capacity, the “**Information Officer**”) in respect of these proceedings;
 - (v) granting a super-priority charge (the “**Administration Charge**”) over the Chapter 11 Debtors’ property in Canada in favour of the Information Officer and its counsel, securing the payment of their professional fees and disbursements incurred in respect of these proceedings, both before and after the making of the Supplemental Order;
 - (vi) granting a super-priority charge (the “**DIP Lenders’ Charge**”) over the Chapter 11 Debtors’ property in Canada in favour of JP Morgan Chase Bank, N.A., JP Morgan Chase Bank, N.A., Toronto Branch, respectively as Administrative Agent and Canadian Administrative Agent, and the other Lenders to the DIP Financing Agreement (as defined below) as security for the obligations of the Chapter 11 Debtors thereunder; and
 - (vii) granting such further and other relief as this Court deems just.

2. The grounds for this application are:

The Tailored Brands Group's Business

- (a) The Chapter 11 Debtors, including Moores, form part of a group of companies (the “**Tailored Brands Group**” or the “**Company**”) that are a leading specialty retailers of men’s tailored clothing;
- (b) Today, the Tailored Brands Group is the largest men’s formalwear provider in the United States and Canada;
- (c) The Tailored Brands Group is ultimately owned by Tailored Brands, Inc., a publicly traded company based in Texas, U.S., which, through its direct and indirect subsidiaries, operates 1,399 stores throughout North America through an omni-channel network of 4 retail brands which include:
 - (i) Men’s Wearhouse;
 - (ii) Jos. A. Bank;
 - (iii) K&G Fashion Superstore; and
 - (iv) Moores.
- (d) The Tailored Brands Group also maintain a substantial online presence;
- (e) Moores Suit is company incorporated under the *Companies Act*, R.S.N.S. 1989, c. 81 which has its headquarters and its distribution center in Ontario and which oversees the Canadian operations of the Tailored Brands Group, and operates a total of 125 *Moores* stores across the following Canadian Provinces:
 - (i) Ontario (54);
 - (ii) Québec (25);
 - (iii) British Columbia (16);
 - (iv) Alberta (15);
 - (v) Manitoba (4);

- (vi) Nova Scotia (4);
- (vii) New Brunswick (3)
- (viii) Saskatchewan (2);
- (ix) Newfoundland and Labrador (1); and
- (x) Prince Edward Island (1);

The Tailored Brands Group's Center of Main Interest

- (f) While the Tailored Brands Group operates in both the U.S. and in Canada (through Moores), the centre of main interest of the Tailored Brands Group, including all of the Chapter 11 Debtors, is located in the United States;
 - (i) the Tailored Brands Group's headquarters and corporate offices are located in Houston, Texas, U.S., where Tailored Brands, the ultimate shareholder of the Tailored Brands Group is incorporated;
 - (ii) the Tailored Brands Group's North American operations are overseen by it's the members of its senior management who are predominantly based in the U.S.;
 - (iii) all creative, strategic and key operating decisions and key policy decisions are made by and/or are subject to the approval of the members of its senior management who are predominantly based in the U.S.;
 - (iv) key human resources decisions pertaining to, inter alia, payroll budgets and augmentation or reduction of employee headcount as per the approved budgets, are subject to the approval of the members of its senior management who are predominantly based in the U.S.;
 - (v) key accounting decisions and all plans, budgets and financial projections are subject to the approval of the members of its senior management who are predominantly based in the U.S.;

- (vi) planning, budgeting, management of tax, treasury and cash management and preparation of financial projections for the Company is subject to the approval of the members of its senior management who are predominantly based in the U.S.;
 - (vii) all materials and/or long-term contracts and expenses are subject to the approval of the members of its senior management who are predominantly based in the U.S.;
 - (viii) marketing and business development initiatives are overseen from the Tailored Brands Group's headquarters located in the U.S.;
 - (ix) corporate governance and regulatory compliance for the Tailored brands Group is overseen by the members of its senior management who are predominantly based in the U.S.;
 - (x) meetings for management and senior staff of the Tailored Brands Group, including board meetings, are regularly held at the Tailored Brands Group's headquarters located in Houston, Texas, U.S.;
 - (xi) all directors of the Canadian entities forming part of the Tailored Brands Group, Moores Suit and Moores Retail (which are both incorporated under the *Companies Act*, R.S.N.S. 1989, c. 81), are residents of the U.S.; and
 - (xii) while Moores Suit and Moores Retail has local management and employees located at its executive offices in Etobicoke, Ontario, Canada, such local management reports back to the members of the Company's senior management who, once again, is predominantly based in the U.S.
- (g) In addition,
- (i) based on the total amount of stores operated by the Company, its Canadian stores represent less than 10% of all its stores, with more than 90% of its stores being located in the U.S.;

- (ii) based on the total amount of employees employed by the Company, its Canadian employees also represent less than 10% of all of its employees, with more than 90% of its employees being located in the U.S.

The Tailored Brands Group's Financial Situation

- (h) The Chapter 11 Debtors, recognizing the need to address certain business inefficiencies and to preserve liquidity, worked to develop and implement a comprehensive operational turnaround to simplify their business and build on their core strengths;
- (i) The turnaround initiative includes processes to: (a) modify the leadership structure; (b) sell non-core operations; (c) right-size the physical store footprint; (d) refocus on product assortment; (e) enhance the customer experience and (f) grow the e-commerce offering;
- (j) A number of factors, both macro and micro, however contributed to the Chapter 11 Debtors' financial difficulties and the need for them to commence the Chapter 11 Proceedings;
- (k) As evidenced by the positive results the Chapter 11 Debtors saw in January and February, they have made significant progress in reshaping their assortment, strengthening their omni-channel offering and evolving their marketing channel and creative mix. However, the unprecedented impact of COVID-19 required the Chapter 11 Debtors to further undertake this restructuring process;
- (l) The continuing impact associated with COVID-19 store closures and the slow re-opening recovery of store sales has put pressure on the Chapter 11 Debtors' overall liquidity position;
- (m) Rather than continuing to operate stores which are no longer profitable in this business climate, the Chapter 11 Debtors are seeking to utilize this process to further accelerate their turnaround efforts by closing unprofitable stores, right sizing their cost structure and restructuring their balance sheet to fit the go-forward business.

The Tailored Brands Group's Financing Initiatives

- (n) In light of the COVID-19 pandemic and the related uncertainty as to the return to normal operations, impending interest payments, a substantial store footprint that needs to be rightsized in order to create a leaner and more profitable enterprise, and productive discussions with secured lenders regarding not only the DIP Facility (as defined herein) but also the terms of a plan of reorganization, the Chapter 11 Debtors worked with a number of advisors, including: PJT Partners, Inc. ("**PJT**") as investment bankers, AlixPartners, LLP as financial advisors, and Kirkland & Ellis LLP as counsel, to focus their efforts on negotiating a comprehensive restructuring to be consummated on an expeditious timeline;
- (o) The Company negotiated the terms of a Restructuring Support Agreement ensuring the Chapter 11 Debtors have adequate liquidity to support go-forward operations following emergence;
- (p) In connection with a chapter 11 filing, the Chapter 11 Debtors, with the assistance of PJT, initiated a process for identifying sources of capital on the best available terms. Specifically, with the assistance of PJT, the Chapter 11 Debtors began soliciting indications of interest in July 2020 from potential debtor-in-possession lenders (including specialty lenders and those that routinely provide debtor in possession financing) to gauge their interest in providing debtor in possession financing (the "**DIP Financing**");
- (q) these efforts culminated in the Company executing a *Senior Secured Super-Priority Debtor-in-Possession Credit Agreement* (the "**DIP Financing Agreement**") with the same lender parties as under the ABL Credit Agreement;
- (r) The DIP Financing Agreement contemplates postpetition financing in the form of a US\$500 million senior secured superpriority ABL revolving credit facility (the "**DIP Facility**"), which includes a US\$150 million sublimit for the issuance of letters of credit;

The Chapter 11 Proceedings

- (s) In light of their financial situation described above, following the execution of the DIP Financing Agreement, on August 2, 2020, each of the Chapter 11 Debtors,

including Moores Suit and Moores Retail, commenced the Chapter 11 Proceedings by filing voluntary petitions for relief under Chapter 11 of the U.S. Bankruptcy Code;

- (t) More specifically, in the context of the Chapter 11 Proceedings, the Chapter 11 Debtors have sought relief through a number of *First Day Motions* (the “**First Day Motions**”) that they believe are necessary to enable them to efficiently administer their estates with minimal disruption and loss of value during the pendency of the Chapter 11 Proceedings. The Chapter 11 Debtors have requested that the relief requested in each of the First Day Motions be granted as critical elements in ensuring the maximization of value of their estates;

Canadian Recognition of Chapter 11 Proceedings

- (u) The Chapter 11 Debtors have filed a motion before the U.S. Bankruptcy Court for an order appointing Moores Suit as the foreign representative for the Chapter 11 Debtors and, if such motion is granted, Moores Suit will fall within the definition of “*foreign representative*” found in subsection 45(1) of the CCAA;
- (v) Pursuant to section 46 of the CCAA, Moores Suit, as “*foreign representative*”, may apply to this Court for recognition of the Chapter 11 Proceedings;
- (w) The Chapter 11 Proceedings constitute “*foreign proceedings*” pursuant to subsection 45(1) of the CCAA;
- (x) Pursuant to subsection 47(1) of the CCAA, this Court shall make an order recognizing the Chapter 11 Proceedings if it is satisfied that the application relates to “*foreign proceedings*” and that the Applicant is a “*foreign representative*”;
- (y) Pursuant to subsection 47(2) of the CCAA, this Court shall specify in the order recognizing the Chapter 11 Proceedings whether those proceedings are “*foreign main proceedings*” or “*foreign non-main proceedings*”;
- (z) Since the centre of main interest of all Chapter 11 Debtors, including Moores, is located in the United States, the Chapter 11 Proceedings are therefore “*foreign main proceedings*” as defined in subsection 45(1) of the CCAA;

Recognition of First Day Orders

- (aa) In order to ensure that the Chapter 11 Proceedings are given full effect in Canada, Moores Suit, as foreign representative to the Chapter 11 Debtors, also seeks, as part of the Supplemental Orders, the recognition of the First Day Orders rendered in respect of the following First Day Motions;

Stay of Proceedings

- (bb) Pursuant to section 48 of the CCAA, this Court shall, in the case of a foreign main proceeding, exercise its jurisdiction to prohibit the commencement or continuance of any action, suit or proceeding against the Chapter 11 Debtors, subject to any terms and conditions that this Court considers appropriate;
- (cc) Pursuant to section 49 of the CCAA, if an order recognizing a foreign proceeding is made, the court may, if it is satisfied that it is necessary for the protection of the Chapter 11 Debtors' property or the interests of a creditor or creditors, make any order that it considers appropriate;
- (dd) Given their operations and assets located in Canada, the Chapter 11 Debtors, and more specifically, Moores, require a stay of proceedings and other relief requested in Canada in order to continue their operations in the ordinary course thereby preserving the confidence and support of key constituencies as well as the value of their estates for the benefit of all stakeholders;
- (ee) A stay of proceedings in Canada will also assist the Chapter 11 Debtors in conducting its proposed restructuring process;

Appointment of Information Officer

- (ff) The appointment of an Information Officer will assist both the Court and any Canadian stakeholders of the Chapter 11 Debtors throughout the restructuring process;
- (gg) GT has consented to act as Information Officer in these proceedings;

Administration Charge

- (hh) In order to secure the professional fees and disbursements of GT as Information Officer and its counsel (if GT is appointed as Information Officer), Moores Suit, in its capacity as foreign representative, also seeks from this Court the granting of a \$600 administrative charge over the property of the Chapter 11 Debtors in Canada (i.e. the Administration Charge)
- (ii) The Administration Charge is required to protect the proposed Information Officer and its counsel in the event that their reasonable fees and expenses are unpaid, and therefore would rank in priority to any other security interests, trust, liens, charges and encumbrances on the Chapter 11 Debtors' property in Canada, including the DIP Lenders' Charge;
- (jj) Moores Suit agrees with the Administration Charge and believes that such priority charge is necessary and appropriate, as well as reasonable, under the circumstances;

DIP Lenders' Charge

- (kk) The DIP Financing Agreement also requires Moores Suit, as foreign representative, to seek a super-priority charge (i.e. the DIP Lenders' Charge) over the Canadian assets of the Chapter 11 Debtors in favour of the Administrative Agent and the Canadian Administrative Agent (as defined in the DIP Financing Agreement), for and on behalf of themselves and the lender parties under the DIP Financing Agreement so as to secure the Chapter 11 Debtors' obligations thereunder;
- (ll) The proposed DIP Lenders' Charge will constitute a charge on the property of the Chapter 11 Debtors in Canada and will rank in priority to all claims of any nature or kind against the Chapter 11 Debtors, subject only to the Administration Charge;
- (mm) The DIP Lenders' Charge is necessary in order for the Chapter 11 Debtors to obtain the financing pursuant to the DIP Financing Agreement to finance their restructuring proceedings;

General

- (nn) Such other grounds set forth in the Lathi Affidavit;
 - (oo) Sections 11, 11.02, 11.03, 38, 46, 47, 48, 49, and 50 of the CCAA;
 - (pp) Rules 2.03, 3.02 and 16 of the Rules of Civil Procedure;
 - (qq) Section 106 of the Courts of Justice Act, R.S.O. 1990, c. C-43; and
 - (rr) Such further and other grounds as counsel may advise and this Court may permit.
3. The following documentary evidence will be used at the hearings of the application:
- (a) The Affidavit of Holly Etlin sworn on August 4, 2020, together with the exhibits attached thereto;
 - (b) The pre-filing report of the proposed Information Officer;
 - (c) The Affidavit of service of Rémi Leprévost, sworn August 4, 2020; and
 - (d) Such further and other materials as counsel may advise and this Court may permit.

August 4, 2020

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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

Moore's the Suit People Corp.

Moore's Retail Group Corp.

SCHEDULE "B"
ZOOM CONFERENCE DETAILS

Join Zoom Meeting

<https://zoom.us/j/93578047883?pwd=VFU1aDhWRTYvckxycHNRTUIJZlp1dz09>

TAB 2

ONTARIO
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COMMERCIAL LIST

IN THE MATTER OF THE *COMPANIES' CREDITORS*
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AFFIDAVIT OF HOLLY ETLIN
(Affirmed on August 4, 2020)

I, **HOLLY ETLIN**, of the City and State of New York, United States of America (the
"U.S."), **AFFIRM AND SAY:**

1. I am a Managing Director at AlixPartners LLP ("**AlixPartners**"), which has been retained as financial advisor those companies listed at **Schedule "A"** hereof (the "**Chapter 11 Debtors**"). In addition, since July 2020, I also act as the Chief Restructuring Officer of the ultimate shareholder of the Chapter 11 Debtors, Tailored Brands, Inc. ("**Tailored Brands**").
2. The facts set forth in this Affidavit are based upon my personal knowledge, my review of relevant documents and information provided to me by employees working under my supervision or my opinion based upon my experience, knowledge and information concerning the operations of Tailored Brands and that of its direct and indirect subsidiaries which include the Chapter 11 Debtors (collectively, the "**Tailored Brands Group**" or the "**Company**") and the industry in which the Tailored Brands Group operates its business. Where I do not possess such personal knowledge, I have stated the source of my information and, in all such cases, do believe such information to be true

3. All references to dollar amounts contained herein are to Canadian Dollars unless otherwise stated.

PART I - BACKGROUND

4. This affidavit is made in support of the application filed by Moores The Suit People Corp ("**Moores Suit**"), in its capacity as the foreign representative of the Chapter 11 Debtors, pursuant to Part IV of the *Companies' Creditors Arrangement Act*, RSC 1985, c C-36, as amended (the "**CCAA**"), seeking the issuance of the following orders:

- (a) an *Initial Recognition Order (Foreign Main Proceeding)* (the "**Initial Recognition Order**"), substantially in the form of the draft copy which is attached hereto as **Exhibit "A"**, essentially:
 - (i) declaring that Moores Suit is a "*foreign representative*" pursuant to Section 45 of the CCAA and that in such capacity, Moores Suit is entitled to bring this Application pursuant to Section 46 of the CCAA;
 - (ii) declaring and recognizing the proceedings commenced by the Chapter 11 Debtors in the United States Bankruptcy Court, Southern District of Texas, Houston Division (the "**U.S. Bankruptcy Court**") under chapter 11 of title 11 of the United States Code, 11 U.S.C. §§ 101-1532 (the "**Chapter 11 Proceedings**") as "*foreign main proceedings*" for the purposes of sections 47 and 48 of the CCAA;
 - (iii) declaring that the centre of main interest for each of the Chapter 11 Debtors, including Moores Suit and its shareholder, Moores Retail Group Corp. ("**Moores Retail**", together Moores Suit, "**Moores**") is located in the United States of America, and that the Chapter 11 Proceedings are "foreign main proceedings", as defined in section 45 of the CCAA;
 - (iv) staying and suspending all action, suit or proceedings taken or that might be taken or commenced against or in respect of the Chapter 11 Debtors, including Moores;

- (v) prohibiting the Chapter 11 Debtors, including Moores, from selling or otherwise disposing of, outside the ordinary course of its business, any of the Chapter 11 Debtors' property in Canada;
- (b) a *Supplemental Order (Foreign Main Proceeding)* (the "**Supplemental Order**"), substantially in the form of the draft copy which is attached hereto as **Exhibit "B"**, essentially:
 - (i) recognizing and giving full force and effect in all provinces and territories of Canada to certain First Day Orders (as defined below) made in the context of the Chapter 11 Proceedings, including the Interim DIP Order (as defined below);
 - (ii) staying and suspending all claims, rights, liens or proceedings against or in respect of the Chapter 11 Debtors, the directors and officers of the Chapter 11 Debtors and the Chapter 11 Debtors' property;
 - (iii) restraining the right of any person or entity to, among other things, discontinue, fail to honour, alter, interfere with, repudiate, terminate or cease to perform an right, renewal right, contract, agreement, license or permit in favour of or held by any of the Chapter 11 Debtors and affecting their business in Canada, except with leave of this Court;
 - (iv) appointing Grant Thornton Limited ("**GT**") as information officer (in such capacity, the "**Information Officer**") in respect of these proceedings;
 - (v) granting a super-priority charge (the "**Administration Charge**") over the Chapter 11 Debtors' property in Canada in favour of the Information Officer and its counsel, securing the payment of their professional fees and disbursements incurred in respect of these proceedings, both before and after the making of the Supplemental Order;
 - (vi) granting a super-priority charge (the "**DIP Lenders' Charge**") over the Chapter 11 Debtors' property in Canada in favour of JP Morgan Chase Bank, N.A., JP Morgan Chase Bank, N.A., Toronto Branch, respectively as Administrative Agent

and Canadian Administrative Agent, and the other Lenders to the DIP Financing Agreement (as defined below) as security for the obligations of the Chapter 11 Debtors thereunder; and

(vii) granting such further and other relief as the Court deems just.

PART II - THE FACTS

2.1 OVERVIEW

5. A more thorough review of the Company's business, its corporate structure, its financial challenges and the first day orders sought (and obtained) as part of the Chapter 11 Proceedings (the "**First Day Orders**") can be found in:

- (a) 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 Etlin Declaration**"), a copy of which is attached hereto as **Exhibit "C"**;
- (b) the *Declaration of Holly Etlin in Support of Debtors' Emergency Motion for Entry of Interim and Final Orders (I) Authorizing the Debtors to Obtain Postpetition Financing, (II) Authorizing the Debtors to Use Cash Collateral, (III) Authorizing the Debtors to Obtain Exit Financing, (IV) Granting Liens and Providing Superpriority Administrative Expense Status, (V) Granting Adequate Protection to the Prepetition Secured Parties, (VI) Modifying the Automatic Stay, (VII) Scheduling a Final Hearing, and (VII) Granting Related Relief* (the "**Supplemental Etlin Declaration**"), a copy of which is attached hereto as **Exhibit "D"**; and
- (c) the *Declaration of James H. Baird in Support of Debtors' Emergency Motion for Entry of Interim and Final Orders (I) Authorizing the Debtors to Obtain Postpetition Financing, (II) Authorizing the Debtors to Use Cash Collateral, (III) Authorizing the Debtors to Obtain Exit Financing, (IV) Granting Liens and Providing Superpriority Administrative Expense Status, (V) Granting Adequate Protection to the Prepetition Secured Parties,*

(VI) Modifying the Automatic Stay, (VII) Scheduling a Final Hearing, and (VII) Granting Related Relief (the “**Baird Declaration**”), a copy of which is attached hereto as **Exhibit “E”**.

6. Copies of the First Day Orders rendered by the U.S. Bankruptcy Court and in respect of which Moores Suit, in its capacity as the foreign representative of the Chapter 11 Debtors, seeks recognition of are included in a compendium of documents relating to the Chapter 11 Proceedings attached hereto as **Exhibit “F”**.

2.2 DESCRIPTION OF THE TAILORED BRANDS GROUP’S BUSINESS

7. The Tailored Brands Group is a leading specialty retailer of men’s tailored clothing and is today the largest men’s formalwear provider in the U.S. and in Canada.

8. As appears from the organization chart attached hereto as **Exhibit “G”**, the entities forming part of Tailored Brands Group are ultimately held and controlled by Tailored Brands, a publicly traded company based in Texas, U.S.

9. In addition to its online operations, the Tailored Brands Group also operates a total of 1,399 stores across the U.S. and Canada.

A. The Tailored Brands Group’s US Operations

10. As at the date of the commencement of the Chapter 11 Proceedings, the Tailored Brands Group operated 1,274 stores across the United States, through a network of 3 retail brands:

- (a) Men’s Wearhouse;
- (b) Jos. A. Bank; and
- (c) K&G Fashion Superstore.

11. All of these brands are further described below.

i. Men's Wearhouse Brand

12. Founded in 1973, Men's Wearhouse has been an all-occasion apparel retailer that strives to empower men to look and feel their best. Men's Wearhouse is one of the largest specialty retailers of men's apparel and providers of tuxedo rental products in the United States. For more than forty years, Men's Wearhouse has been supplying men with high-quality and affordable designer apparel for all occasions, with a focus on personalized service.

13. Men's Wearhouse targets male consumers (eighteen to sixty-five years old) by providing superior, personalized customer service and offering a broad selection of exclusive and non-exclusive merchandise brands at regular and sale prices that are competitive with specialty retailers and traditional department stores.

14. Merchandise includes suits, suit separates, sport coats, slacks, formalwear, business casual, denim, sportswear, outerwear, dress shirts, shoes, and accessories in classic, modern, slim and ultra-slim fits and in a wide range of sizes including a selection of "Big and Tall" products.

15. Stores carry clothing and accessories from designers including Joseph Abboud, Calvin Klein, Tommy Hilfiger, and Lucky Brand Jeans, as well as exclusive offerings from JOE by Joseph Abboud, AWEARNESS Kenneth Cole, and BLACK by Vera Wang. The Company also offers a full selection of special occasion offerings including tuxedo and suit rental products under the Men's Wearhouse and Tux brand, which broadens the customer base by drawing first-time and younger customers into the stores.

16. The Company's campaign "*Good on You*" celebrates the everyday moments in a man's life, big and small, and having confidence that comes with knowing he looks his best in moments that matter.

17. As a brand that has always supplied men with confidence by guiding them to look good and feel their best, it is now also taking a much broader approach by encouraging men to be their best, standing up and setting a good example each and every day.

ii. The Jos. A. Bank Brand

18. In June 2014, Jos. A. Bank was acquired by the Company. From its inception in Baltimore, Maryland in 1905, Jos. A. Bank has become a leader in the menswear retail sphere. With a heritage of quality tailoring and excellent service, Jos. A. Bank is a leading provider of classically styled, expertly tailored business and casual menswear.

19. Jos. A. Bank targets male consumers (twenty-five to sixty-five years old), emphasizing superior, personalized customer service and offering high quality, business formalwear and business casual merchandise, substantially all of which are Jos. A. Bank branded products including the exclusive Reserve and 1905 labels. Merchandise consists of suits, suit separates, sport coats, slacks, formalwear, business casual, denim, sportswear, outerwear, dress shirts, shoes, and accessories in classic, modern, slim, and ultra-slim fits and in a wide range of sizes including a selection of “*Big and Tall*” products.

20. Although the target gender and age of the Jos. A. Bank customer are similar to Men’s Wearhouse, Jos. A. Bank customers and the Men’s Wearhouse customers are distinct in their style preferences and, based on information from loyalty programs, the Company believes that there is minimal overlap between the Jos. A. Bank customer and the Men’s Wearhouse customer.

21. Jos. A. Bank also offers a full selection of special occasion rental products and, similar to the Men’s Wearhouse rental offering, believes the rental product offering draws first-time and younger customers into the stores.

22. As is the case at Men's Wearhouse, the Company believes Jos. A. Bank is well-positioned to meet its customers' special occasion needs, through retail clothing offerings, rental products, or custom offerings.

iii. The K&G Fashion Superstore Brand

23. K&G was founded in 1989 in Atlanta, Georgia.

24. In 1999, with thirty-five stores, K&G was acquired by Men's Wearhouse and was rebranded from K&G Men's Superstore to K&G Fashion Superstore.

25. K&G Fashion Superstore is a one-stop shopping experience for men, women, and kids who are looking for clothing that allows them to express their individual style at a price they can afford.

26. From career wear to the latest trends, K&G offers incredible value to families that want fashionable, designer brand apparel, footwear, and accessories. K&G stores offer a value-oriented superstore approach that appeals to the more price-sensitive customer in the apparel market. K&G offers first-quality, current-season apparel and accessories comparable in quality to that of value-oriented department stores, at prices that are typically up to 60% below the regular prices charged by such stores.

27. K&G's merchandising strategy emphasizes broad assortments across all major categories of both men's and women's career and casual apparel in a wide range of sizes including "Big and Tall" and "Women's plus sizes", as well as tailored clothing, dress furnishings, sportswear, accessories, shoes, and children's apparel. This merchandise selection, which includes exclusive and non-exclusive merchandise brands, positions K&G to attract a wide range of customers in each of its markets.

B. The Tailored Brands Group's Canadian Operations: The Moores Clothing for Men Brand

28. In 1999, Moores was acquired by the Company.

29. Moores began in 1980 with a single, family-owned store in Mississauga, Ontario. Today, with stores in every major city in Canada, Moores features a wide selection of designer styles and a commitment to quality and customer service. Designer brands represent a key offering, including Joseph Abboud, JOE by Joseph Abboud, AWEARNESS Kenneth Cole, and Calvin Klein.

30. Moores targets the same consumer and provides the same broad merchandise offerings as Men's Wearhouse but is based in Canada whereas the Men's Wearhouse footprint is in the United States.

31. Today, Moores has become one of Canada's leading menswear retailers, with 125 stores across the following Canadian Provinces:

- (a) Ontario (54);
- (b) Québec (25);
- (c) British Columbia (16);
- (d) Alberta (15);
- (e) Manitoba (4);
- (f) Nova Scotia (4);
- (g) New Brunswick (3)
- (h) Saskatchewan (2);
- (i) Newfoundland and Labrador (1); and
- (j) Prince Edward Island (1)

32. As at the date of the commencement of the Chapter 11 Proceedings, Moores employed approximately 1,200 employees, either located:

- (a) at one of its Canadian stores;
- (b) at its executive offices located in Etobicoke, Ontario; or
- (c) at its Canadian distribution center in Cambridge, Ontario.

33. As will be further discussed below, Moores Suit is a borrower under the ABL Credit Agreement and has provided security over all of its assets to secure its obligations thereunder.

2.3 DESCRIPTION OF THE TAILORED BRANDS GROUP OPERATIONS

A. The Company's Omni-Channel Operations

34. Brick-and-Mortar Presence. The Company maintains both a substantial domestic and international presence, operating approximately 1,274 stores in the United States and 125 stores in Canada. The U.S. retail stores operate under the Men's Wearhouse (including Men's Wearhouse and Tux), Jos. A. Bank, and K&G brand names and are located in all fifty states and the District of Columbia. The Canadian stores operate under the Moores brand name and are located in ten Canadian provinces.

35. The stores are typically located in lifestyle centers, shopping malls, and street level shops.

36. The E-Commerce Platform. The Company's branded websites include www.menswearhouse.com and www.josbank.com. Jos. A. Bank and Men's Wearhouse first launched their websites in 1998 and 2000, respectively.

37. The current ecommerce capabilities include '*virtualized inventory*' that enables customers to order items through the website when not available at the store. In addition, it offers a guided shopping experience called "*Look Finder*" that provides customers with product recommendations.

38. In 2019, the Company continued to build on delivering personalized, high-tech, high-touch service online including critical investments in technologies, business processes, and personnel, such as improvements in website speed, navigation, and visual merchandising.

39. The Company expects to continue to shift the marketing mix into broad reach digital channels that are more relevant, more easily personalized, and whose performance is more easily measured.

B. The Critical Components of the Company's Cost Structure

i. Supply Chain

40. Delivering quality merchandise at reasonable prices is the essence of the Company's business. For the Men's Wearhouse, Jos. A. Bank, and Moores Brand, and, to a lesser extent, the K&G brand, a vertical direct sourcing model with third-party manufacturers covers design, product development, manufacturing, testing, quality control, and all necessary logistics required to get merchandise from the factory to the sales floor.

41. The Company purchases merchandise and rental product from a broad base of manufacturers. The Company has no material long-term merchandise manufacturing contracts and typically transacts business on an order-by-order basis either directly with manufacturers and fabric mills or trading companies, or through that certain sourcing agreement with Tailored Brands Worldwide Purchasing Co. ("**WPC**"), a subsidiary of Tailored Brands.

42. Pursuant to that sourcing agreement, WPC is responsible for developing and expanding a reliable network of third-party suppliers, negotiating and contracting with suppliers, maintaining on-the-ground relationships with local suppliers and monitoring their manufacturing activities, ensuring that the product quality standards are met, arranging for the transportation of goods to the Company, and purchasing the finished goods from the suppliers and selling the finished goods to the Company. Each of the Company's business units places orders to and through

WPC, which in turn places orders to, and pays, third-party vendors on behalf of the Company. To facilitate such purchases, the Company transfers funds to WPC on an as-needed basis.

43. The Company has developed long-term and reliable relationships with most of its direct manufacturers and fabric mills, which the Company believes provides stability, quality, and price leverage.

44. Furthermore, the Company works with trading companies that support its relationships with manufacturers for direct-sourced merchandise and contract agent offices that provide administrative functions on the its behalf. The agent offices provide all quality-control inspections and ensure that operating procedures manuals are adhered to by the manufacturers.

45. Not only is the Company relying heavily on its vendors to deliver outstanding orders, the Company is also relying on its vendors to provide future deliveries, namely those set to occur during the pendency of the Chapter 11 Proceedings and these recognition proceedings.

46. Because of substantial production lead-time and the transport time necessary to receive goods, the Company orders merchandise well in advance of the applicable selling season. Accordingly, it is required to forecast future demand when placing such orders. Failure to manage lead times appropriately could impact the business.

47. Regarding customized clothing, the Company has supply chain advantages with its owned factory that manufactures premium custom clothing in the United States and strong relationships and scale advantages with foreign manufacturers for entry-level custom clothing, along with a wide assortment of custom suit fabrics to create high-quality and unique products for customers.

48. The Company uses a regional distribution center approach to leverage the geographic locations of the main distribution centers in Texas and Maryland, as well as hub facilities.

Merchandise received into these regional distribution centers is either placed in back-stock or allocated to a store for shipping. In the majority of the larger markets, the Company also has separate hub distribution facilities or space within certain stores used as redistribution facilities for their respective areas.

49. Merchandise for Moores is distributed to the stores from the distribution center in Cambridge, Ontario.

50. The majority of merchandise for K&G stores is direct shipped by suppliers to the stores with the remainder of K&G merchandise being managed via a third-party logistics firm.

ii. Employee Compensation and Benefits

51. The Chapter 11 Debtors employ approximately 18,000 employees, including approximately 13,000 full-time employees and approximately 5,000 part-time and seasonal employees. The Chapter 11 Debtors also typically retain approximately 750 independent contractors and temporary workers at any given time.

52. Of all of these employees, approximately 1,200 are employed by Moores and are located in Canada.

53. The Chapter 11 Debtors offer their employees the opportunity to participate in a number of insurance and benefits programs, including, among other programs, dental, medical and vision plans, workers' compensation, 401Ks, customary commission bonuses, vacation time, non-insider incentive programs, paid time off, disability benefits, and other employee benefit plans.

iii. Real Estate Obligations

54. The Chapter 11 Debtors, including Moores, lease almost all of their stores and offices. The aggregate annual occupancy cost of the Chapter 11 Debtors' current stores is

approximately US\$416 million, of which US\$21,379 million is attributable to Moores' operations in Canada.

55. The Chapter 11 Debtors lease retail business locations, office and warehouse facilities, and equipment under various non-cancelable operating leases expiring in various years through 2029.

56. As of the date of the commencement of the Chapter 11 Proceedings, the Chapter 11 Debtors operated 1,274 retail apparel and rental stores in all fifty states and the District of Columbia, and 125 retail apparel stores across ten Canadian provinces, amounting to approximately 9 million square feet in store front. Almost all of these stores are leased, generally for five to ten year initial terms with one or more renewal options after the initial term.

57. The Chapter 11 Debtors also own or lease properties in various parts of the U.S. and Canada to facilitate the distribution of retail and rental product to the stores. Total owned and leased property for distribution is approximately 6 million square feet and 1.8 million square feet, respectively.

58. In addition, the Chapter 11 Debtors have primary office locations in Houston, Texas, Fremont, California, New York, New York, and Hampstead, Maryland with additional satellite offices in other parts of the United States and Canada. The Debtors lease approximately 240,000 square feet and own approximately 120,000 square feet of office space.

59. Prior to the Petition Date, the Chapter 11 Debtors hired A&G Realty Partners ("**A&G**") to assist with their real estate negotiation strategy, including potential rent concessions, rental deferment and other relief. As a result, the Chapter 11 Debtors have successfully secured rental deferments with approximately 60% of go-forward landlords for the months of April and May in relation to the COVID-19 pandemic. Further, following the Petition Date, the Chapter 11 Debtors

and A&G intend to negotiate rent reductions with landlords in the base rent for the go-forward fleet and will be announcing that process shortly.

C. The Chapter 11 Debtors' Corporate and Capital Structure

60. As of the commencement of the Chapter 11 Proceedings, the Company' capital structure consisted of outstanding funded debt obligations in the aggregate principal amount of approximately US\$1.4 billion, including the ABL Facility, the Term Loan, and the Senior Notes (as such terms will be defined below). The following table summarizes the Debtors' outstanding funded-debt obligations as of the Petition Date:

Funded Debt	Maturity	Interests Rates	Principal Amount Outstanding
ABL Facility	October 25, 2022 ¹	1.7%	US\$375 million line balance and US\$ 22.9 million L/C balance
Term Loan	April 9, 2025 ²	5.53% ³	US\$877.4 million
Senior Notes	July 1, 2022	7.0%	US\$173.8 million
TOTAL			US\$1.4 billion

i. The ABL Revolving Credit Facility

61. The Chapter 11 Debtors are party to that certain credit agreement, dated as of June 18, 2014 (as amended by that certain amendment no. 1 dated as of July 28, 2014, amendment no. 2, dated as of October 25, 2017, amendment no. 3 dated as of April 30, 2019, and as may be

¹ Subject to a springing maturity (a) on April 1, 2022, if any Senior Notes remain outstanding on that date, or (b) on the date that is the 91st day prior to the final maturity date of any class or tranche of term loans under the Prepetition Term Credit Agreement.

² Subject to a springing maturity provision that would accelerate the maturity of the Prepetition Term Loans to April 1, 2022 if any of the Debtors' obligations under their Senior Notes remain outstanding as of April 1, 2022.

³ Based on 1-month LIBOR, which was 2.51% at February 2, 2019, plus the applicable margin of 3.25%, resulting in total interest rate of 5.76%. Interest swap agreements converted 80% of loan to a fixed rate resulting in weighted rate of 5.77%.

further amended, restated, modified or supplemented from time to time, the “**ABL Credit Agreement**”), by and among The Men’s Wearhouse, Inc., each of the U.S. subsidiary borrowers from time to time party thereto, Moores Suit, the Canadian guarantors party thereto, the lenders party thereto (the “**Prepetition ABL Lenders**”), and JPMorgan Chase Bank, N.A., as administrative agent (the “**Prepetition ABL Agent**”), and JPMorgan Chase Bank, N.A. Toronto branch, as Canadian administrative agent.

62. The ABL Credit Agreement provides for a US\$550 million facility with possible future increases to US\$650 million (subject to a borrowing base composed primarily of receivables, credit card receivables and inventory) with a maturity date of October 25, 2022 (the “**ABL Facility**”)⁴. The October 25, 2022 maturity date is subject to a springing maturity (a) on April 1, 2022, if any Senior Notes (as defined below) remain outstanding on that date, or (b) on the date that is the 91st day prior to the final maturity date of any class or tranche of term loans under the Term Loan Credit Agreement (as defined below).

63. The obligations under the ABL Facility are secured on a senior basis by a first priority lien on substantially all of the assets of Tailored Brands, certain U.S. subsidiaries, and Moores Suit, including, without limitation, accounts (including receivables), inventory, deposit accounts, security accounts, cash, and cash equivalents. Certain of the Chapter 11 Debtors have jointly and severally guaranteed all U.S. borrowing obligations under the ABL Facility. Due to ongoing liquidity constraints, the aggregate availability under the ABL Facility has been constrained for many months preceding the commencement of the Chapter 11 Proceedings, including due to a US\$260 million draw on March 16, 2020 as a proactive measure in response COVID-19.

⁴ The ABL Facility has several borrowing and interest rate options including the following indices: (a) adjusted LIBOR, (b) Canadian Dollar Offered Rate rate, (c) Canadian prime rate, or (d) an alternate base rate (equal to the greater of the prime rate, the New York Federal Reserve Bank rate plus 0.5% or adjusted LIBOR for a one-month interest period plus 1.0%). Advances under the ABL Facility bear interest at a rate per annum using the applicable indices plus a varying interest rate margin of up to 1.75%. The ABL Facility also provides for fees applicable to amounts available to be drawn under outstanding letters of credit which range from 1.25% to 1.75%, and a fee on unused commitments of 0.25%.

64. As of the commencement of the Chapter 11 Proceedings, there was approximately US\$65 million of availability under the ABL Facility and approximately US\$100 million in cash and cash equivalents.

ii. The Term Loan

65. The Men's Wearhouse, Inc. is party to that certain term credit agreement, dated as of June 8, 2014 (as amended by that certain amendment no. 1, dated June 26, 2014, as further amended by that certain incremental facility agreement no. 1, dated as of April 7, 2015, as further amended by that certain amendment no. 2, dated as of April 9, 2018, as further amended by that certain amendment no. 3, dated as of October 10, 2018, and as may be further amended, restated, amended and restated, modified, or supplemented from time to time, the "**Term Loan Credit Agreement**," and the loans provided thereunder, the "**Term Loan**"), with the lender from time to time party thereto (the "**Prepetition Term Loan Lenders**") and JPMorgan Chase, N.A. as administrative agent (the "**Prepetition Term Loan Agent**").

66. The Term Loan Credit Agreement has a commitment level of US\$900 million⁵ and provides for an interest rate of 5.53%,⁶ with a maturity date of April 9, 2025.⁷ The obligations are secured on a senior basis by a first priority lien on substantially all of the assets of the Chapter 11 Debtors, including Moores Suit, subject to certain exceptions and limitations set forth in the Prepetition Term Loan Documents.

⁵ In addition to this commitment level, the Term Loan Credit Agreement provides for the ability to request additional term loans or incremental equivalent debt borrowings, all of which uncommitted, in an aggregate amount up to the greater of (a) \$250 million and (b) an aggregate principal amount such that, on a pro forma basis (giving effect to such borrowings), the senior secured leverage ratio will not exceed 2.5 to 1.0.

⁶ The interest rate on the Term Loan is based on 1-month LIBOR, which was 0.30% at May 2, 2020. However, the Term Loan interest rate is subject to a LIBOR floor of 1%, plus the applicable margin of 3.25%, results in a total interest rate of 4.25%. We have two interest rate swap agreements where the variable rates due under the Term Loan have been exchanged for a fixed rate. At May 2, 2020, the total notional amount under these interest rate swaps is \$705.0 million. As a result of our interest rate swaps, 80% of the variable interest rate under the Term Loan has been converted to a fixed rate and, as of May 2, 2020, the Term Loan had a weighted average interest rate of 5.62%.

⁷ The April 9, 2025 maturity date is subject to a springing maturity provision that would accelerate the maturity of the Term Loans to April 1, 2022 if any of the Debtors' obligations under their Senior Notes remain outstanding as of April 1, 2022.

67. As of the commencement of the Chapter 11 Proceedings, the Chapter 11 Debtors had approximately US\$877.4 million of aggregate principal outstanding under the Term Loan Credit Agreement.

iii. Senior Notes

68. The Men's Wearhouse, Inc. issued 7.00% senior notes (the "**Senior Notes**") in the aggregate amount of US\$600 million under that certain indenture dated as of June 18, 2014 (the "**Indenture**"). The Senior Notes are guaranteed, jointly and severally, on an unsecured basis by all other U.S. Chapter 11 Debtors. The Senior Notes and the related guarantees are senior unsecured obligations of The Men's Wearhouse, Inc. and the guarantors, respectively, and will rank equally with all of The Men's Wearhouse, Inc.'s and each guarantor's present and future senior indebtedness.

69. The Senior Notes will mature on July 1, 2022⁸.

70. As of the commencement of the Chapter 11 Proceedings, there was approximately US\$173.8 million outstanding under the Senior Notes.

iv. Equity Interests

71. Tailored Brands' common stock is traded on the New York Stock Exchange under the symbol "*TLRD*."

72. As of the commencement of the Chapter 11 Proceedings, there were approximately 48.9 million shares outstanding.

⁸ The Debtors may redeem some or all of the Senior Notes at any time on or after July 1, 2017 at the redemption prices set forth in the Indenture. As of February 1, 2020, the redemption price is 101.75% of the face value and steps down to 100% of the face value on July 1, 2020. Upon the occurrence of certain specific changes of control, they may be required to offer to purchase the Senior Notes at 101% of their aggregate principal amount plus accrued and unpaid interest thereon to the date of purchase.

2.4 PRE-PETITION STRATEGIC TURNAROUND INITIATIVES

73. The Chapter 11 Debtors, recognizing the need to address certain business inefficiencies and to preserve liquidity, worked to develop and implement a comprehensive operational turnaround to simplify their business and build on their core strengths.

74. The turnaround initiative includes processes to: (a) modify the leadership structure; (b) sell non-core operations; (c) right-size the physical store footprint; (d) refocus on product assortment; (e) enhance the customer experience and (f) grow the e-commerce offering. In addition, the Chapter 11 Debtors took certain steps in response to COVID-19 including draw-down of their ABL Facility and taking substantial steps to reduce cash outflow including furloughing employees and deferring all non-essential expenses.

75. The Chapter 11 Debtors have undertaken certain of these processes and will continue to implement the remainder through its restructuring process which will be implemented as part of the Chapter 11 Proceedings.

A. Operational Initiatives

i. Change in Leadership

76. The first component of the Chapter 11 Debtors' turnaround initiative was to modify the leadership structure.

77. On December 11, 2019, the Chapter 11 Debtors announced the creation of a new Chief Customer Officer role providing common leadership for the Men's Wearhouse, Jos. A. Bank, and Moores brands, and eliminated the brand president position for these brands.

78. Carrie Ask, then brand president of Men's Wearhouse and Moores, was appointed as the Chief Customer Officer.

79. The Chapter 11 Debtors believe this new structure heightens their focus and ability to unlock value across their brand portfolio and will enable them to show up for customers in more effective and efficient ways.

80. Additionally, on July 21, 2020, the Chapter 11 Debtors also appointed me as Chief Restructuring Officer of Tailored Brands to help lead the Chapter 11 Debtors' turnaround efforts and evaluate restructuring and refinancing alternatives.

ii. Sale of Non-Core Operations

81. Prior to recent events, the Chapter 11 Debtors identified certain segments of their operations that could be eliminated to increase overall net revenue and provide opportunities to generate increased liquidity through sales of those same segments. The Chapter 11 Debtors took the following actions intended to accelerate debt reduction and provide additional financial flexibility to invest in the customer-facing transformation strategies.

82. First, on February 28, 2018, the Chapter 11 Debtors entered into a definitive agreement to divest their MW Cleaners business for approximately US\$18 million, subject to certain adjustments, and the transaction closed on March 3, 2018.

83. Second, on August 16, 2019, the Chapter 11 Debtors completed the sale of MWUK Limited ("**MWUK**"), the UK corporate apparel operations, to Project Dart Bidco Limited. The Chapter 11 Debtors also completed the sale of Twin Hill Acquisition Company, Inc. ("**Twin Hill**"), the U.S. corporate apparel operation, to TH Holdco Inc.

84. The aggregate consideration for all of the outstanding equity of MWUK Limited and Twin Hill was approximately US\$62 million, subject to certain working capital adjustments.

85. The Chapter 11 Debtors determined that the sale of these corporate apparel business segments represented a strategic shift that will have a major effect on the results of operations.

86. Finally, on January 16, 2020, certain of the Chapter 11 Debtors entered into an agreement with WHP Global to sell the Joseph Abboud trademarks for a total of US\$115 million in cash consideration. The proceeds of such sale were deposited into a blocked account and used to fund certain capital expenditures and purchase of rental products. Upon closing of this transaction in March 2020, certain of the Chapter 11 Debtors and their non-Debtor affiliates entered into a license agreement with WHP Global granting the Chapter 11 Debtors the exclusive right and license to sell and rent Joseph Abboud branded apparel and related merchandise in the United States and Canada.

iii. Right Sizing Physical Store Footprint

87. The third component of the turnaround initiative focuses on streamlining the Chapter 11 Debtors' real estate footprint.

88. The Chapter 11 Debtors have continued the process of exiting unprofitable stores and analyzing optimal markets in which to maintain a physical presence on a go-forward basis, including the closure of seventeen retail locations in fiscal year 2019.

89. Following the sale of its U.K. corporate apparel operations, the Chapter 11 Debtors only maintain storefronts located in the United States and Canada. During the current fiscal year and up to the Petition date, the Chapter 11 Debtors have closed approximately fifty stores either with expired leases or stores which are subject to the Chapter 11 Debtors' lease rejection motion, filed in the Chapter 11 Proceedings.

90. In parallel with the store closings, with the assistance of certain advisors—specifically A&G—the Chapter 11 Debtors commenced rent deferral negotiations in approximately 900 with landlords. These deferrals negotiations focused on April and May rent for the period of the COVID-19 closures. These efforts remain ongoing as of the commencement of the Chapter 11

Proceedings. Approximately 470 landlords had agreed to rent deferrals as of the commencement of the Chapter 11 Proceedings.

91. Pursuant to the *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 Nunc Pro Tunc to the Petition Date*, filed in the course of the Chapter 11 Proceedings, the Chapter 11 Debtors intend to quickly wind-down their unprofitable, domestic stores.

92. In conjunction such wind-downs, the Chapter 11 Debtors also intend to commence a broad-based program with A&G focused on reducing rent and achieving additional rent abatements for their go-forward fleet of stores.

iv. Refocusing on Product Assortment

93. The fourth component of the Chapter 11 Debtors' turnaround initiative has been focused on adjusting their merchandise to meet customer preferences. Based upon detailed analysis which was undertaken in 2018-2019, the Chapter 11 Debtors commenced their merchandise assortment shift in late 2019.

94. Given the continuing trend in casualization of workplace and special occasion attire, the Chapter 11 Debtors have accelerated and plan to continue to accelerate the evolution of their assortments to a mix that better reflects the way men dress for moments that matter.

95. The merchandise initiatives also include rationalizing core assortments and integrating more innovative products, for example 4-way stretch dress shirts.

v. Enhancing the Customer Experience

96. The customer focus continues with the core initiatives around selection, convenience, service and value. Store personnel focus on pulling together the right look so the customer can find his preferred fit, style, and look his best at moments that matter.

97. Further, the Chapter 11 Debtors will continue to offer their “Perfect Fit” loyalty program to the Men’s Wearhouse, Men’s Wearhouse and Tux, and Moores customers, and the “Bank Account” loyalty program for Jos. A. Bank customers. Under these loyalty programs, customers receive points for purchases. Points are generally equivalent to dollars spent on a one-for-one basis. Upon reaching 500 points, customers are issued a US\$50 rewards certificate that they may use to make purchases at stores or online. All customers who register for these loyalty programs are eligible to participate and earn points for purchases. The Chapter 11 Debtors believe these loyalty programs facilitate their ability to cultivate long-term relationships with customers

vi. Growing the Debtors’ E-commerce Offering

98. The sixth component of the turnaround initiative seeks to improve the pre-existing e-commerce platform in key customer-facing areas. The Chapter 11 Debtors believe that e-commerce augments the *brick-and-mortar* model and solidifies the seamless customer experience. The Chapter 11 Debtors have a strong online presence that can be made even more effective with simple initiatives, such as improved site merchandising and layout, personalization and clear product badging.

99. The Chapter 11 Debtors continue to invest in initiatives that support their omni-channel strategies. They have implemented ‘virtualized inventory’ that enables customers to order items online when not available at the store. They also ship online purchases from stores to further enhance customer’s online shopping experience and reduce delivery times.

100. In 2019, the Chapter 11 Debtors focused on growing e-commerce sales through a combination of traffic gains, feature enhancements, and elevated merchandising, and the Chapter 11 Debtors saw accelerating growth throughout the year as a result.

101. The Chapter 11 Debtors plan to build on that success in 2020 with continued focus on improving the customer experience, elevating the assortment, and leveraging marketing to drive more visitors to the websites. The Chapter 11 Debtors have the potential to significantly increase their online penetration, which is well below the general apparel industry.

vii. Response to the COVID-19 Pandemic

102. In response to the COVID-19 pandemic, the Chapter 11 Debtors took other measures to increase liquidity by eliminating or deferring most discretionary spending. For example, the Chapter Debtors significantly reduced inventory purchases, capital expenditures, advertising spend, and store and other general and administrative costs.

103. In response to the government's restrictions on business activities, the Chapter 11 Debtors also temporarily furloughed approximately 97% of the employees and temporary staff and instituted salary reductions in both the United States and Canada.

104. However, the Chapter 11 Debtors brought back certain furloughed employees to make 50,000 masks for healthcare workers fighting COVID-19 and will continue to look for additional opportunities to help frontline healthcare workers and bring its employees back to work.

105. As of the date of commencement of the Chapter 11 Proceedings, the Chapter 11 Debtors have re-opened substantially all their stores and are gradually recalling furloughed employees as circumstances permit.

106. Furthermore, in light of the store closures, the Chapter 11 Debtors have taken certain actions with respect to existing leases, including engaging with landlords to discuss rent reductions and deferrals of April and May rent.

107. On March 16, 2020, the Chapter 11 Debtors drew down US\$260 million under the ABL Facility. After assessing the remaining availability under the ABL Facility and determining that additional borrowings were prudent to maximize cash on hand, on March 19, 2020 and on March

31, 2020, respectively, the Chapter 11 Debtors borrowed an additional US\$25 million under the ABL Facility. These borrowings under the ABL Facility are proactive measures in order to increase the Debtors' cash position and preserve financial flexibility in light of current uncertainty in the global markets resulting from COVID-19.

2.5 EVENTS LEADING TO THE CHAPTER 11 PROCEEDINGS

108. A number of factors, both macro and micro, contributed to the need to commence the Chapter 11 Proceedings. As evidenced by the positive results the Chapter 11 Debtors saw in January and February, they have made significant progress in reshaping their assortment, strengthening their omni-channel offering and evolving their marketing channel and creative mix. However, the unprecedented impact of COVID-19 required the Chapter 11 Debtors to further undertake this restructuring process.

109. The continuing impact associated with COVID-19 store closures and the slow re-opening recovery of store sales has put pressure on the Chapter 11 Debtors' overall liquidity position. Rather than continuing to operate stores which are no longer profitable in this business climate, the Chapter 11 Debtors are seeking to utilize this process to further accelerate their turnaround efforts by closing unprofitable stores, right sizing their cost structure and restructuring their balance sheet to fit the go-forward business.

B. The Restructuring Support Agreement and Financing Initiatives

110. In light of the COVID-19 pandemic and the related uncertainty as to the return to normal operations, impending interest payments, a substantial store footprint that needs to be rightsized in order to create a leaner and more profitable enterprise, and productive discussions with secured lenders regarding not only the DIP Facility (as defined herein) but also the terms of a plan of reorganization, the Chapter 11 Debtors worked with a number of advisors, including: PJT Partners, Inc. ("**PJT**") as investment bankers, AlixPartners, LLP as financial advisors, and

Kirkland & Ellis LLP as counsel, to focus their efforts on negotiating a comprehensive restructuring to be consummated on an expeditious timeline.

i. The Restructuring Support Agreement

111. The Restructuring Support Agreement (the “**RSA**”), attached as Exhibit “A” to the First Day Etlin Declaration, contemplates a comprehensive reorganization that will result in a substantial deleveraging of the Chapter 11 Debtors’ balance sheet through the reduction in the Chapter 11 Debtors’ funded indebtedness by between approximately US\$455 million and US\$555 million and allow the Chapter 11 Debtors to move expeditiously through these restructuring proceedings. Importantly, the Exit ABL Facility (as defined below) contemplated by the RSA will provide the Chapter 11 Debtors with a committed financing source, ensuring the Chapter 11 Debtors have adequate liquidity to support go-forward operations following emergence. The key components of the RSA are as follows⁹:

- (a) the provision of liquidity to fund the Chapter 11 Debtors’ operations and the administration of these restructuring proceedings through the entry into a new debtor-in-possession asset-based financing facility (the “**DIP Facility**”) with a principal amount of \$500 million, including a refinancing of all obligations under the Prepetition ABL Facility and a “roll-up” of the letters of credit issued thereunder;
- (b) the Consenting Term Loan Lenders’ consent to the Chapter 11 Debtors’ use of cash collateral (as defined in section 363(a) of the Bankruptcy Code) securing the Term Loan Credit Agreement to pay down outstanding obligations under the DIP Facility, on the terms set forth on the proposed form of interim order authorizing the Debtors’ use of cash collateral and approving the DIP Facility, attached as Annex 5 to the RSA;

⁹ Capitalized terms used but not otherwise defined in this summary shall have the meanings ascribed to such terms in the RSA.

(c) on the Plan Effective Date:

- i. the reorganized Chapter 11 Debtors or affiliates thereof (the “**Reorganized Debtors**”) shall enter into the following exit facilities:
(a) a new senior secured, first lien term loan facility in the aggregate principal amount of between \$325 million and \$425 million (the “**Exit Term Loan Facility**”), and (b) a new asset-based exit financing facility with aggregate total commitments of US\$400 million (the “**Exit ABL Facility**”);
- ii. holders of allowed claims under the DIP Facility shall receive a pro rata share of principal and interest in the Exit ABL Facility;
- iii. holders of allowed claims under the Prepetition Term Loan Credit Agreement shall receive a pro rata share and interest in (i) the Exit Term Loan Facility and (ii) 100% of the new common stock to be issued by the Reorganized Debtors (subject to dilution by the Management Incentive Plan); and
- iv. holders of allowed claims on account of the Chapter 11 Debtors’ swap agreements secured under the ABL Credit Agreement shall receive payment in full in cash from the proceeds of the DIP ABL Priority Collateral.

112. Importantly, speed is key for a successful retail reorganization. As a result, the RSA and DIP financing facilities contain a number of key milestones to ensure the Chapter 11 Debtors do not languish in chapter 11.

ii. The Proposed DIP Financing

113. The Chapter 11 Debtors’ negotiations with their funded debtholders and third parties, which ultimately culminated in the DIP Facility and access to cash collateral, were guided by two key considerations. **First**, speed is key. Given the potential business disruption and costs associated with a chapter 11 filing, it is crucial that the Chapter 11 Debtors emerge from chapter 11 as quickly as possible. **Second**, a fresh liquidity infusion is critical to making good on the

Chapter 11 Debtors' long-standing positive relationships with its vendors, and enable it to dedicate the resources necessary to match its product mix with customer demand. Liquidity is also essential as the Chapter 11 Debtors continue to recover from the COVID-19 disruptions.

114. In connection with a chapter 11 filing, the Chapter 11 Debtors, with the assistance of PJT, initiated a process for identifying sources of capital on the best available terms. Specifically, with the assistance of PJT, the Chapter 11 Debtors began soliciting indications of interest in July 2020 from potential debtor-in-possession lenders (including specialty lenders and those that routinely provide debtor in possession financing) to gauge their interest in providing debtor in possession financing (the "**DIP Financing**").

115. In total, 28 parties were contacted and 15 non-disclosure agreements were executed. Fourteen parties subject to NDAs were granted access to a virtual data room containing detailed information regarding the Chapter 11 Debtors and received access to non-public information. As a result of these efforts, seven potential lenders engaged in negotiations with the Chapter 11 Debtors, and two potential lenders requested further diligence materials that were promptly provided and /or held diligence calls with the Chapter 11 Debtors and their advisors and discussed the terms of potential DIP financing. The Chapter 11 Debtors ultimately received one indication of interest from a party outside of the Chapter 11 Debtors' existing capital structure for a DIP facility. Such indication of interest did not provide better economic terms to the Chapter 11 Debtors compared to the DIP Facility. In addition, PJT discussed potential DIP financing with certain holders of the Unsecured Notes and no party was willing to provide financing to the Chapter 11 Debtors on a junior lien or an unsecured or administrative priority basis. As a result, leading up to the commencement of the Chapter 11 Proceedings, it became clear to the Chapter 11 Debtors that their best path to financing their restructuring proceedings was through a financing from the Prepetition ABL Lenders.

116. As further set out in the Supplemental Etlin Declaration and the Baird Declaration, these efforts culminated in the Company executing a *Senior Secured Super-Priority Debtor-in-Possession Credit Agreement* (the “**DIP Financing Agreement**”) with the same lender parties as under the ABL Credit Agreement. A copy of the DIP Financing Agreement is attached hereto as **Exhibit “H”**.

117. The DIP Financing Agreement contemplates postpetition financing in the form of a US\$500 million senior secured superpriority ABL revolving credit facility provided by the Prepetition ABL Lenders (the “**DIP Facility**”), as well as a US\$150 million sublimit for the issuance of letters of credit.

118. Under the DIP Financing Agreement, Moores and the U.S. Chapter 11 Debtors are respectively guarantors of (i) the obligations of the U.S. Chapter 11 Debtors (relating to the U.S. portion of the DIP Facility) and (ii) the obligations of Moores (relating to the Canadian portion of the DIP Facility).

119. Because the prepetition ABL Facility is being refinanced in full, the DIP Facility does not effectuate any priming of the Prepetition ABL Lenders’ liens on their collateral under the Prepetition ABL Facility. Therefore, the Chapter 11 Debtors avoid the need to engage in a priming fight at the outset of these restructuring proceedings. Moreover, the DIP Agreement provides for the conversion of the DIP Facility to an Exit Facility upon emergence from chapter 11, subject to the Chapter 11 Debtors meeting certain conditions. This conversion provides the Chapter 11 Debtors with a clear path to emergence, setting the stage for a successful restructuring and minimizing costs associated with potential business disruption if no clear path to emergence existed. This conversion would also avoid additional costs that would be incurred on account of an exit financing marketing process and other costs that would otherwise be due if the Chapter 11 Debtors separately sought exit financing at a later date. In connection with entry into such DIP Facility, the Prepetition Secured Parties have also consented to the

immediate access by the Chapter 11 Debtors to their Cash Collateral upon entry of the Interim DIP Order, which will be used to pay down outstanding obligations under the DIP Facility and increase availabilities thereunder.

2.6 THE CHAPTER 11 PROCEEDINGS

120. In light of their financial situation described above, following the execution of the DIP Financing Agreement, on August 2, 2020, each of the Chapter 11 Debtors, including Moores Suit and Moores Retail, commenced the Chapter 11 Proceedings by filing voluntary petitions for relief under Chapter 11 of the U.S. Bankruptcy Code.

121. More specifically, in the context of the Chapter 11 Proceedings, the Chapter 11 Debtors have sought relief through a number of *First Day Motions* (the “**First Day Motions**”) that they believe are necessary to enable them to efficiently administer their estates with minimal disruption and loss of value during the pendency of the Chapter 11 Proceedings. The Chapter 11 Debtors have requested that the relief requested in each of the First Day Motions be granted as critical elements in ensuring the maximization of value of their estates. These First Day Motions include the following:

- (a) Assumption/Rejection Motion. *Debtor’s Motion Seeking Entry of an Order Authorizing and Approving Procedures to Reject, Assume, or Assume and Assign Executory Contracts and Unexpired Leases;*
- (b) Bar Date Motion. *Debtor’s Motion for Entry of an 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;*
- (c) Cash Management Motion. *Debtors’ Emergency Motion Seeking Entry of Interim and Final Orders Authorizing the Debtors to (I) Continue to Operate Their Cash Management*

- Systems, (II) Honor Certain Prepetition Obligations Related Thereto, (III) Maintain Existing Business Forms, and (IV) Continue to Perform Intercompany Transactions;*
- (d) Creditor Matrix Motion. *Debtors' Emergency Motion for Entry of an Order (I) Authorizing the Debtors to (A) File a Consolidated List of Creditors and a Consolidated List of the 30 Largest Unsecured Creditors, (II) Waiving the Requirement to File a List of Equity Security Holders, (III) Authorizing the Debtors to Redact Certain Personal Identification Information, (IV) Approving the Form and Manner of Notifying Creditors of the Commencement of the Chapter 11 Cases and Other Information, and (V) Granting Related Relief;*
- (e) Critical Vendors Motion. *Debtors' Emergency Motion Seeking Entry of Interim and Final Orders Authorizing the Debtors to Pay Prepetition Claims of (I) Non-Merchandise Critical Vendors and (II) Foreign Vendors;*
- (f) Customer Programs Motion. *Debtors' Emergency Motion Seeking Entry of Interim and Final Orders Authorizing the Debtors to Maintain and Administer Their Existing Customer Programs and Honor Certain Prepetition Obligations Related Thereto;*
- (g) DIP Motion. *Debtors' Emergency Motion Seeking Entry of Interim and Final Orders (I) Authorizing the Debtors to Obtain Postpetition Financing, (II) Authorizing the Debtors to Use Cash Collateral, (III) Authorizing the Debtors to Obtain Exit Financing, (IV) Granting Liens and Providing Superpriority Administrative Expense Status, (V) Granting Adequate Protection to the Prepetition ABL Secured Parties, (VI) Modifying the Automatic Stay, (VII) Scheduling a Final Hearing, (VII) Scheduling a Final Hearing; and (VIII) Granting Related Relief;*
- (h) Foreign Representative Motion. *Debtors' Emergency Motion for Entry of an Order Authorizing Moores the Suit People Corp. to Act as Foreign Representative Pursuant to 11 U.S.C. § 1505.*

- (i) Insurance Motion. *Debtors' Emergency Motion Seeking Entry of an Order Authorizing the Debtors to (I) Pay Their Obligations Under Insurance Policies Entered into Prepetition, (II) Continue to Pay Brokerage Commissions, (III) Renew, Supplement, Modify, or Purchase Insurance Coverage, and (IV) Continue to Pay Workers' Compensation Coverage Fees;*
- (j) Joint Administration Motion. *Debtors' Emergency Motion Seeking Entry of an Order Directing Joint Administration of Their Related Chapter 11 Cases;*
- (k) Lease Rejection Motion. *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 Nunc Pro Tunc to the Petition Date;*
- (l) Lienholders Motion. *Debtors' Emergency Motion Seeking Entry of Interim and Final Orders Authorizing the Debtors to Pay Prepetition Claims of (I) Lien Claimants and (II) Import Claimants;*
- (m) NOL Motion. *Debtors' Emergency Motion Seeking Entry of Interim and Final Orders Approving Notification and Hearing Procedures for Certain Transfers of and Declarations of Worthlessness with Respect to Common Stock;*
- (n) Prime Clerk Retention Application. *Debtor's Emergency Application for Entry of an Order Authorizing the Employment and Retention of Prime Clerk LLC as Claims, Noticing, and Solicitation Agent;*
- (o) Sealing Motion. *Debtors' Emergency Motion for Entry of an Order Authorizing the Debtors to File the Fee letters Under Seal;*
- (p) Sell Down Motion. *Debtors' Emergency Motion Seeking Entry of an Order Establishing a Record Date for Notice and Sell-Down Procedures for Trading in Certain Claims Against the Debtors' Estates;*
- (q) SOFA Schedule Extension Motion. *Debtors' Emergency Motion Seeking Entry of an Order Extending Time to File Schedules of Assets and Liabilities, Schedules of Current*

Income and Expenditures, Schedules of Executory Contracts and Unexpired Leases, and Statements of Financial Affairs;

- (r) Surety Bonds Motion. *Debtors' Emergency Motion Seeking Entry of an Order (I) Authorizing the Debtors to Maintain the Surety Bond Program and (II) Granting Related Relief;*
- (s) Taxes Motion. *Debtors' Emergency Motion Seeking Entry of an Order Authorizing the Payment of Certain Prepetition Taxes and Fees;*
- (t) Utilities Motion. *Debtors' Emergency Motion Seeking Entry of an Order (I) Approving the Debtors' Proposed Adequate Assurance of Payment for Future Utility Services, (II) Prohibiting Utility Providers from Altering, Refusing, or Discontinuing Utility Services, (III) Establishing Procedures for Determining Adequate Assurance of Payment, (IV) Authorizing Certain Fee Payments for Services Performed, and (V) Requiring Utility Providers to Return Deposits for Utility Services No Longer in Use; and*
- (u) Wages Motion. *Debtors' Emergency Motion Seeking Entry of an Order Authorizing the Debtors to (I) Pay Prepetition Employee Wages, Salaries, Other Compensation, and Reimbursable Employee Expenses and (II) Continue Employee Benefits Programs.*

122. On August 3, 2020, the U.S. Bankruptcy Court rendered First Day Orders in respect of each of the First Day Motions. A copy of the First Day Orders were previously attached to this Affidavit as Exhibit "F".

PART III - RELIEF SOUGHT

A. Declaration that Moores is a "Foreign Representative"

123. Moores Suit was authorized by the U.S. Bankruptcy Court to act as a "foreign representative" in respect of the present proceedings.

124. Accordingly, Moores Suit seeks a declaration from this Court that it is a “*foreign representative*” as defined in s. 45 of the CCAA in respect of the Chapter 11 Proceedings and is entitled to bring this Application pursuant to s. 46 of the CCAA.

B. Declaration of Center of Main Interest and Recognition of Foreign Proceedings

125. Moores Suit, in its capacity as foreign representative, also seeks recognition of the Chapter 11 Proceedings as a “*foreign main proceeding*” pursuant to Part IV of the CCAA.

126. In the matter at-hand, the center of main interest (COMI) of the Tailored Brands Group, including the Chapter 11 Debtors (which, in turn, includes Moores Suit and Moores Retail), is located in the United States:

- (a) the Tailored Brands Group’s headquarters and corporate offices are located in Houston, Texas, U.S., where Tailored Brands, the ultimate shareholder of the Tailored Brands Group is incorporated;
- (b) the Tailored Brands Group’s North American operations are overseen by it’s the members of its senior management who are predominantly based in the U.S.;
- (c) all creative, strategic and key operating decisions and key policy decisions are made by and/or are subject to the approval of the members of its senior management who are predominantly based in the U.S.;
- (d) key human resources decisions pertaining to, *inter alia*, payroll budgets and augmentation or reduction of employee headcount as per the approved budgets, are subject to the approval of the members of its senior management who are predominantly based in the U.S.;
- (e) key accounting decisions and all plans, budgets and financial projections are subject to the approval of the members of its senior management who are predominantly based in the U.S.;

- (f) planning, budgeting, management of tax, treasury and cash management and preparation of financial projections for the Tailored Brands Group is subject to the approval of the members of its senior management who are predominantly based in the U.S.;
- (g) all materials and/or long-term contracts and expenses are subject to the approval of the members of its senior management who are predominantly based in the U.S.;
- (h) marketing and business development initiatives are overseen from the Tailored Brands Group's headquarters located in the U.S.;
- (i) corporate governance and regulatory compliance for the Tailored brands Group is overseen by the members of its senior management who are predominantly based in the U.S.;
- (j) meetings for management and senior staff of the Tailored Brands Group, including board meetings, are regularly held at the Tailored Brands Group's headquarters located in Houston, Texas, U.S.;
- (k) all directors of the Canadian entities forming part of the Tailored Brands Group, Moores Suit and Moores Retail (which are both incorporated under the *Companies Act*, R.S.N.S. 1989, c. 81), are residents of the U.S.; and
- (l) while Moores Suit and Moores Retail has local management and employees located at its executive offices in Etobicoke, Ontario, Canada such local management reports back to the members of the Tailored Brands Group's senior management who, once again, are predominantly based in the U.S.

127. In addition,

- (a) based on the total amount of stores operated by the Tailored Brands Group, its Canadian stores represent less than 10% of all its stores, with more than 90% of its stores being located in the U.S.;
- (b) based on the total amount of employees employed by the Tailored Brands Group, its Canadian employees also represent less than 10% of all of its employees, with more than 90% of its employees being located in the U.S.

128. For these reasons, while Moores Suit and Moores Retail are incorporated under Canadian laws, the Chapter 11 Debtors believed and continue to believe that it was appropriate to include all of the Chapter 11 Debtors, including the aforementioned Canadian entities, as part of the Chapter 11 Proceedings and to commence thereafter ancillary proceedings under Part IV of the CCAA.

C. Recognition of the First Day Orders

129. In order to ensure that the Chapter 11 Proceedings are given full effect in Canada, Moores Suit, as foreign representative to the Chapter 11 Debtors, also seeks, as part of the Supplemental Orders, the recognition of the First Day Orders rendered in respect of the following First Day Motions on August 3, 2020:

- (a) the Interim Cash Management Order;
- (b) the Interim Customer Programs Order;
- (c) the Interim DIP Order;
- (d) the Insurance Order;
- (e) the Joint Administration Order;
- (f) the Interim NOL Order;

- (g) the Prime Clerk Retention Order;
- (h) the Surety Bond Order;
- (i) the Prepetition Taxes Order;
- (j) the Utilities Order; and
- (k) the Prepetition Wages Order.

130. Moores Suit will also seek recognition of the other orders made pursuant to the First Day Motions in due course.

D. Stay of Proceedings

131. Should the Court make an order recognizing the Chapter 11 Proceedings to be a “*foreign main proceeding*”, section 48(1) of the CCAA provides that the Court shall make an order subject to any terms and conditions it considers appropriate:

- (a) staying, until otherwise ordered by the court, for any period that the court considers necessary, all proceedings taken or that might be taken against the Chapter 11 Debtors under the *Bankruptcy and Insolvency Act* or the *Winding-up and Restructuring Act*;
- (b) restraining, until otherwise ordered by the court, further proceedings in any action, suit or proceeding against the Chapter 11 Debtors;
- (c) prohibiting, until otherwise ordered by the court, the commencement of any action, suit or proceeding against the Chapter 11 Debtors; and
- (d) prohibiting the Chapter 11 Debtors from selling or otherwise disposing of, outside the ordinary course of its business, any of the Chapter 11 Debtors’ property in Canada that relates to the business and prohibiting the Chapter 11 Debtors from selling or otherwise disposing of any of their other property in Canada.

E. Appointment of the Information Officer

132. Moores Suit also seeks the appointment of GT as Information Officer, to serve as an officer of this Court.

133. If appointed as such, GT will facilitate cooperation between this Court and the U.S. Bankruptcy Court. GT will also provide information to the Court, creditors and stakeholders as is necessary in a cross-border restructuring.

134. GT will file reports with this Court prior to each hearing, informing this Court of, *inter alia*, matters affecting the Canadian stakeholders and of any material developments in the Chapter 11 Debtors' Chapter 11 Proceedings.

135. GT is a certified trustee in bankruptcy in Canada and its principals have acted as information officers in several previous ancillary proceedings.

136. GT has consented to act as the Information Officer and a copy of the consent is attached and marked as **Exhibit "I"**.

F. Administration Charge

137. In order to secure the professional fees and disbursements of GT as Information Officer and its counsel (if GT is appointed as Information Officer), Moores Suit, in its capacity as foreign representative, also seeks from this Court the granting of a \$600 administrative charge over the property of the Chapter 11 Debtors in Canada (i.e. the Administration Charge).

138. The Administration Charge is required to protect the proposed Information Officer and its counsel in the event that their reasonable fees and expenses are unpaid, and therefore would rank in priority to any other security interests, trust, liens, charges and encumbrances on the Chapter 11 Debtors' property in Canada, including the DIP Lenders' Charge.

139. Moores Suit agrees with the Administration Charge and believes that such priority charge is necessary and appropriate, as well as reasonable, under the circumstances.

140. I am informed by Stikeman Elliott LLP that all creditors of the Chapter 11 Debtors with security interests registered against their Canadian assets and which may be affected by the Administration Charge will be receiving service of the Chapter 11 Debtors' Application.

G. Interim DIP Financing and DIP Charge

i. Recognition of the Interim DIP Order

141. As described above, after having conducted a process supervised by PJT, the Chapter 11 Debtors have entered into the DIP Financing Agreement which will provide them with the DIP Facility.

142. Immediate access to liquidity pursuant to the DIP Facility is critical to maximizing value and facilitating a going-concern restructuring. Without immediate access to the DIP Facility, the Chapter 11 Debtors, including Moores, would face significant near term liquidity challenges and their ability to operate their business in the normal course would be undermined, thereby harming the Chapter 11 Debtors' ability to preserve and maximize value for the benefit of their stakeholders, including the stakeholders of Moores. The DIP Facility represents the best available option for the Chapter 11 Debtors to address their short-term liquidity challenges and will maximize value in the circumstances.

143. It is a requirement pursuant to the DIP Financing Agreement that the proposed Initial Recognition Order and Supplemental Order be granted, so as to recognize and give full force and effect in Canada to the Interim DIP Order rendered by the U.S. Bankruptcy Court.

ii. The DIP Lenders' Charge

144. The DIP Financing Agreement also requires Moores Suit, as foreign representative, to seek a super-priority charge (i.e. the DIP Lenders' Charge) over the Canadian assets of the Chapter 11 Debtors in favour of the Administrative Agent and the Canadian Administrative Agent (as defined in the DIP Financing Agreement), for and on behalf of themselves and the lender

parties under the DIP Financing Agreement so as to secure the Chapter 11 Debtors' obligations thereunder.

145. The proposed DIP Lenders' Charge will constitute a charge on the property of the Chapter 11 Debtors in Canada and will rank in priority to all claims of any nature or kind against the Chapter 11 Debtors, subject only to the Administration Charge.

146. The DIP Lenders' Charge is necessary in order for the Chapter 11 Debtors to obtain the financing pursuant to the DIP Financing Agreement to finance their restructuring proceedings.

147. Ultimately, the Chapter 11 Debtors believe that immediate access to the DIP Facility is essential for at least two reasons.

- (a) **First**, as of the date of commencement of the Chapter 11 Proceedings, the Chapter 11 Debtors effectively have little to no access to liquidity under their prepetition ABL Facility. Any further borrowings under their existing facility would trigger the prepetition ABL Lenders' cash dominion over any accounts payable and other cash receipts of the Chapter 11 Debtors, effectively preventing the Chapter 11 Debtors from satisfying their obligations to landlords, employees, customers, suppliers, and vendors as well as from paying the expenses of the Chapter 11 Proceedings. Further, substantially all of the Chapter 11 Debtors' cash balance constitutes Cash Collateral, and the Prepetition Secured Parties have indicated that they would not provide access to such Cash Collateral absent entry into the DIP Facility. Additionally, based on the Chapter 11 Debtors' liquidity forecast, they do not expect to be able to generate sufficient levels of operating cash flow in the ordinary course of business to cover their operating needs and the projected costs of the Chapter 11 Proceedings during the interim period. The best way to accomplish this task is making payments as they come due. As such,

the Chapter 11 Debtors have an immediate need to access incremental liquidity under the DIP Facility and to Cash Collateral.

- (b) **Second**, the Chapter 11 Debtors believe that access to financing upon entry of the Interim DIP Order will help quell uncertainty among the Chapter 11 Debtors' customers, employees, vendors, and landlords by providing immediate assurance that the Chapter 11 Debtors will have the necessary funding to bridge them to the comprehensive restructuring and exit from chapter 11. The Chapter 11 Debtors believe that they will materially benefit from the strong message this provides to the Chapter 11 Debtors' key stakeholders that (a) operations are appropriately funded—and will continue to be throughout the pendency of the Chapter 11 Proceedings, and (b) the bankruptcy filing will not affect the postpetition ordinary course operation of Chapter 11 Debtors' business.

148. Ultimately, absent access to the DIP Financing, even for a limited period of time, the Company ability to continue operating its businesses will be significantly impaired, which may cause irreparable harm to the Chapter 11 Debtors and their stakeholders.

149. I am informed by Stikeman Elliott LLP that all creditors of the Chapter 11 Debtors with security interests registered against their Canadian assets and which may be affected by the DIP Lenders' Charge will be receiving service of the Chapter 11 Debtors' Application.

PART IV - CONCLUSION

For the reasons set out above, Moores Suit, in its capacity as foreign representative, respectfully requests that the relief sought in this Application be granted.

the operations of Moores Suit (and indirectly its shareholder, Moores Retail), are significantly integrated with those of its U.S. affiliates and, to a certain extent, is dependent on their continued operations as a going-concern.

149. Ultimately, absent access to the DIP Financing, even for a limited period of time, the Company ability to continue operating its businesses will be significantly impaired, which may cause irreparable harm to the Chapter 11 Debtors (including Moores Suit and Moores Retail) and their stakeholders.

150. I am informed by Stikeman Elliott LLP that all creditors of the Chapter 11 Debtors with security interests registered against their Canadian assets and which may be affected by the DIP Lenders' Charge will be receiving service of the Chapter 11 Debtors' Application.

PART IV - CONCLUSION

For the reasons set out above, Moores Suit, in its capacity as foreign representative, respectfully requests that the relief sought in this Application be granted.

SOLEMNLY AFFIRMED before me by
videoconference in the City and State of New
York, U.S., this 4th day of August, 2020.



Rémi Leprévost
A commissioner for taking Affidavits



Holly Etlin

HOLLY ETLIN

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

Moore's the Suit People Corp.

Moore's Retail Group Corp.

This is Exhibit "A"
to the affidavit of Holly Etlin,
sworn before me on the 4 day
of August, 2020

A large, stylized handwritten signature in black ink, consisting of several loops and a long horizontal stroke extending to the right.

Commissioner for Taking Affidavits

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

THE HONOURABLE MARKUS KOEHNEN) WEDNESDAY, THE 5th DAY OF AUGUST,
) 2020
)

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 ON SCHEDULE "A" HERETO

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

INITIAL RECOGNITION ORDER
(FOREIGN MAIN PROCEEDING)

THIS APPLICATION made by Moores The Suit People Corp. ("**Moores**" or the "**Foreign Representative**") in its capacity as the foreign representative for itself and for the other companies listed at Schedule "A" hereof (collectively, the "**Chapter 11 Debtors**"), pursuant to the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the "**CCAA**"), for an order substantially in the form enclosed in the Application Record was heard on this day by this Court via a teleconference hearing;

ON READING the Notice of Application, the affidavit of Holly Etlin sworn August 4, 2020 (the "**Etlin Affidavit**"), the affidavit of service of Rémi Leprévost sworn August 4, 2020 (the "**Leprévost Affidavit**"), the preliminary report of Grant Thornton Limited as proposed

information officer (the "Information Officer") dated August 4, 2020 each filed in the Court record, and upon being provided with copies of the documents required by Section 46 of the CCAA;

AND UPON HEARING the submissions of counsel for the Foreign Representative, counsel for the Information Officer and counsel for JPMorgan Chase Bank N.A., Toronto Branch, as Canadian Administrative Agent, and upon being advised that no other persons appearing for any other person on the service list, although duly served with the Application Record, as appears from the Leprévost Affidavit:

SERVICE

1. **THIS COURT ORDERS** that the time for service of the Application Record is hereby abridged and validated so that this Application is properly returnable today and hereby dispenses with further service thereof.

FOREIGN REPRESENTATIVE

2. **THIS COURT ORDERS AND DECLARES** that the Foreign Representative is a "*foreign representative*", as defined in section 45 of the CCAA, of the Chapter 11 Debtors in respect of the proceedings commenced by the Chapter 11 Debtors under Chapter 11 of Title 11 of the *United States Code* in the United States Bankruptcy Court for the Southern District of Texas, Houston Division (the "**U.S. Bankruptcy Proceedings**"), and that the Foreign Representative is entitled to bring this Application pursuant to Section 46 of the CCAA.

CENTRE OF MAIN INTEREST AND RECOGNITION OF FOREIGN PROCEEDING

3. **THIS COURT DECLARES** that the centre of main interest for each of the Chapter 11 Debtors is in the United States of America, and that the U.S. Bankruptcy Proceedings

are “*foreign main proceedings*”, as defined in section 45 of the CCAA, for the purposes of Sections 46 and 47 of the CCAA.

STAY OF PROCEEDINGS

4. **THIS COURT ORDERS** that until and including otherwise ordered by this Court:
- (a) all proceedings taken or that might be taken against any Chapter 11 Debtor under the *Bankruptcy and Insolvency Act* or the *Winding-up and Restructuring Act* are stayed;
 - (b) further proceedings in any action, suit or proceeding against any Chapter 11 Debtor are restrained; and
 - (c) the commencement of any action, suit or proceeding against any Chapter 11 Debtor is prohibited.

NO SALE OF PROPERTY

5. **THIS COURT ORDERS** that, except with leave of this Court, each of the Chapter 11 Debtors is prohibited from selling or otherwise disposing of:
- (a) outside the ordinary course of its business, any of its property in Canada that relates to its business in Canada; and
 - (b) any of its other property in Canada.

GENERAL

6. **THIS COURT HEREBY REQUESTS** the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada, to give effect to this Order and to assist the Chapter 11 Debtors and the Foreign Representative and their respective counsel and agents in carrying out the terms of this Order.

7. **THIS COURT ORDERS AND DECLARES** that this Order shall be effective as of 12:01 a.m. (Toronto time) of the date of this Order.

8. **THIS COURT ORDERS** that any interested party may apply to this Court to vary or amend this Order or seek other relief on not less than seven (7) days notice to the Chapter 11 Debtors, the Foreign Representative, the Information Officer and their respective counsel, and to any other party or parties likely to be affected by the order sought, or upon such other notice, if any, as this Court may order.

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.

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

Proceeding commenced at Toronto

ORDER

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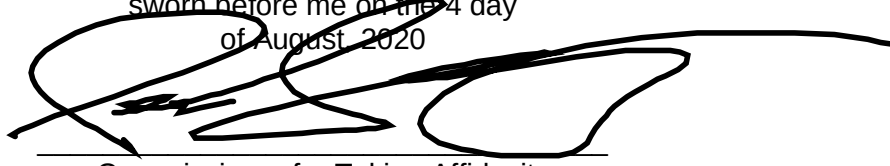
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Lawyers for the Applicant

This is Exhibit "B"
to the affidavit of Holly Etlin,
sworn before me on the 4 day
of August, 2020

A large, stylized handwritten signature in black ink, written over a horizontal line. The signature is cursive and somewhat abstract, with a long horizontal stroke extending to the right.

Commissioner for Taking Affidavits

ONTARIO

)

)

R.S.C. 1985, c. C-36, AS AMENDED

RESPECT TO THE COMPANIES LISTED ON SCHEDULE “A” HERETO

APPLICATION OF MOORES THE SUIT PEOPLE CORP.

SUPPLEMENTAL ORDER

THIS APPLICATION made by Moores The Suit People Corp. ("**Moores**" or the

ON READING the Notice of Application, the affidavit of Holly Etlin sworn August 4,

“**Information Officer**”) dated August 4, 2020, each filed in the Court record, and upon being provided with copies of the documents required by Section 46 of the CCAA;

AND UPON HEARING the submissions of counsel for the Foreign Representative, counsel for the proposed Information Officer, counsel for JPMorgan Chase Bank N.A., Toronto Branch, as Canadian Administrative Agent to the lender parties under the DIP Financing Agreement (as defined below), and upon being advised that no other persons appearing for any other person on the service list, although duly served with the Application Record, as appears from the Leprévost Affidavit;

SERVICE

1. **THIS COURT ORDERS** that the time for service and filing of the Notice of Application and the Application Record is hereby abridged and validated so that this Application is properly returnable today and hereby dispenses with further service and filing thereof.

INITIAL RECOGNITION ORDER

2. **THIS COURT ORDERS** that any capitalized terms not otherwise defined herein shall have the meanings given to such terms in the Initial Recognition Order (Foreign Main Proceedings) dated August 5, 2020 (the “**Initial Recognition Order**”).
3. **THIS COURT ORDERS** that the provisions of this Supplemental Order shall be interpreted in a manner complementary and supplementary to the provisions of the Initial Recognition Order, provided that in the event of a conflict between the provisions of this Supplemental Order and the provisions of the Initial Recognition Order, the provisions of the Initial Recognition Order shall govern.

RECOGNITION OF CHAPTER 11 ORDERS

4. **THIS COURT ORDERS** that the following orders, attached to this Order as Schedules “B” to “K” (collectively, the “**Chapter 11 Orders**”), issued by the United States Bankruptcy Court, Southern District of Texas, Houston Division (the “**U.S. Bankruptcy Court**”) made in the proceedings commenced before it by the Chapter 11 Debtors under Chapter 11 of Title 11 of the *United States Code* (the “**U.S. Bankruptcy Proceedings**”) are hereby recognized and given full force and effect in all provinces and territories of Canada pursuant to Section 49 of the CCAA:

- (a) the Interim Cash Management Order;
- (b) the Interim Customer Programs Order;
- (c) the Interim DIP Order;
- (d) the Insurance Order;
- (e) the Joint Administration Order;
- (f) the Interim NOL Order;
- (g) the Prime Clerk Retention Order;
- (h) the Surety Bond Order;
- (i) the Prepetition Taxes Order; and
- (j) the Prepetition Wages Order;

provided, however, that in the event of any conflict between the terms of the Chapter 11 Orders and the Orders of this Court made in the within proceedings, the Orders of this Court shall govern with respect to Property (as defined below) in Canada.

APPOINTMENT OF INFORMATION OFFICER

5. **THIS COURT ORDERS** that GT is hereby appointed as an officer of this Court, with the powers and duties set out herein.

NO PROCEEDINGS AGAINST THE CHAPTER 11 DEBTORS OR THE PROPERTY

6. **THIS COURT ORDERS** that until such date as this Court may order (the "**Stay Period**"), no proceeding or enforcement process in any court or tribunal in Canada (each, a "**Proceeding**") shall be commenced or continued against or in respect of the Chapter 11 Debtors or affecting their business (the "**Business**") or their current and future assets, undertakings and properties of every nature and kind whatsoever, and wherever situate including all proceeds thereof (the "**Property**"), except with written consent of the relevant Chapter 11 Debtor or leave of this Court, and any and all Proceedings currently under way against or in respect of any of the Chapter 11 Debtors or affecting the Business or the Property are hereby stayed and suspended pending further Order of this Court.

NO EXERCISE OF RIGHTS OR REMEDIES

7. **THIS COURT ORDERS** that during the Stay Period, all rights and remedies of any individual, firm, corporation, governmental body or agency, or any other entities (all of the foregoing, collectively being "**Persons**" and each being a "**Person**") against or in respect of the Chapter 11 Debtors, or affecting the Business or the Property, are hereby stayed and suspended except with written consent of the relevant Chapter 11 Debtor or leave of this Court, provided that nothing in this Order shall (i) prevent the assertion of or the exercise of

rights and remedies outside of Canada, (ii) empower any of the Chapter 11 Debtors to carry on any business in Canada which that Chapter 11 Debtor is not lawfully entitled to carry on, (iii) affect such investigations or Proceedings by a regulatory body as are permitted by section 11.1 of the CCAA, (iv) prevent the filing of any registration to preserve or perfect a security interest, or (v) prevent the registration of a claim for lien.

NO INTERFERENCE WITH RIGHTS

8. **THIS COURT ORDERS** that during the Stay Period, no Person shall discontinue, fail to honour, alter, interfere with, repudiate, terminate or cease to perform any right, renewal right, contract, agreement, licence or permit in favour of or held by any of the Chapter 11 Debtors in respect of or affecting the Business in Canada, except with written consent of the relevant Chapter 11 Debtor or leave of this Court.

ADDITIONAL PROTECTIONS

9. **THIS COURT ORDERS** that during the Stay Period, all Persons having oral or written agreements with the Chapter 11 Debtors (or any of them) or statutory or regulatory mandates for the supply of goods and/or services in Canada, including without limitation all computer software, communication and other data services, centralized banking services, payroll services, insurance, transportation services, utility or other services provided in respect of the Property or Business of the Chapter 11 Debtors, are hereby restrained until further Order of this Court from discontinuing, altering, interfering with or terminating the supply of such goods or services as may be required by the Chapter 11 Debtors, and that the Chapter 11 Debtors shall be entitled to the continued use in Canada of their current premises, telephone numbers, facsimile numbers, internet addresses and domain names.

10. **THIS COURT ORDERS** that during the Stay Period, and except as permitted by subsection 11.03(2) of the CCAA, no Proceeding may be commenced or continued against

any of the former, current or future directors or officers of the Chapter 11 Debtors with respect to any claim against the directors or officers that arose before the date hereof and that relates to any obligations of the Chapter 11 Debtors whereby the directors or officers are alleged under any law to be liable in their capacity as directors or officers for the payment or performance of such obligations.

11. **THIS COURT ORDERS** that no Proceeding shall be commenced or continued against or in respect of the Information Officer, except with leave of this Court. In addition to the rights and protections afforded the Information Officer herein, or as an officer of this Court, the Information Officer shall have the benefit of all of the rights and protections afforded to a Monitor under the CCAA, and shall incur no liability or obligation as a result of its appointment or the carrying out of the provisions of this Order, save and except for any gross negligence or wilful misconduct on its part.

OTHER PROVISIONS RELATING TO INFORMATION OFFICER

12. **THIS COURT ORDERS** that the Information Officer:

- (a) is hereby authorized to provide such assistance to the Foreign Representative in the performance of its duties as the Foreign Representative may reasonably request;
- (b) shall report to this Court periodically with respect to the status of these proceedings and the status of the U.S. Bankruptcy Proceedings, which reports may include information relating to the Property, the Business, or such other matters as may be relevant to the proceedings herein;
- (c) in addition to the periodic reports referred to in paragraph 12(b) above, the Information Officer may report to this Court at such other times and intervals

as the Information Officer may deem appropriate with respect to any of the matters referred to in paragraph 12(b) above;

- (d) shall have full and complete access to the Property, including the premises, books, records, data, including data in electronic form, and other financial documents of the Chapter 11 Debtors, to the extent that is necessary to perform its duties arising under this Order; and
- (e) shall be at liberty to engage independent legal counsel or such other persons as the Information Officer deems necessary or advisable respecting the exercise of its powers and performance of its obligations under this Order.

13. **THIS COURT ORDERS** that the Chapter 11 Debtors and the Foreign Representative shall, (i) advise the Information Officer of material steps and events in the present CCAA proceedings or in the U.S. Bankruptcy Proceedings, (ii) co-operate fully with the Information Officer in the exercise of its powers and discharge of its obligations, and (iii) provide the Information Officer with the assistance that is necessary to enable the Information Officer to adequately carry out its functions.

14. **THIS COURT ORDERS** that the Information Officer shall not take possession of the Property and shall take no part whatsoever in the management or supervision of the management of the Business and shall not, by fulfilling its obligations hereunder, be deemed to have taken or maintained possession or control of the Business or Property, or any part thereof.

15. **THIS COURT ORDERS** that the Information Officer (i) shall post on its website all Orders of this Court made in these proceedings, all reports of the Information Officer filed herein, and such other materials as this Court may order from time to time, and (ii) may post on its website any other materials that the Information Officer deems appropriate.

16. **THIS COURT ORDERS** that the Information Officer may provide any creditor of a Chapter 11 Debtor with information provided by the Chapter 11 Debtors in response to reasonable requests for information made in writing by such creditor addressed to the Information Officer. The Information Officer shall not have any responsibility or liability with respect to the information disseminated by it pursuant to this paragraph. In the case of information that the Information Officer has been advised by the Chapter 11 Debtors is privileged or confidential, the Information Officer shall not provide such information to creditors unless otherwise directed by this Court or on such terms as the Information Officer, the Foreign Representative and the relevant Chapter 11 Debtors may agree.

17. **THIS COURT ORDERS** that Canadian counsel to the Chapter 11 Debtors, the Information Officer and counsel to the Information Officer shall be paid by the Chapter 11 Debtors their reasonable fees and disbursements incurred in respect of these proceedings, both before and after the making of this Order, in each case at their standard rates and charges unless otherwise ordered by the Court on the passing of accounts. The Chapter 11 Debtors are hereby authorized and directed to pay the accounts of Canadian counsel to the Chapter 11 Debtors, the Information Officer and counsel for the Information Officer

forthwith upon receipt.

18. **THIS COURT ORDERS** that, if requested by the Foreign Representative, this Court or any interested party, the Information Officer and its legal counsel shall pass their accounts from time to time, and for this purpose the accounts of the Information Officer and its legal counsel are hereby referred to a judge of the Commercial List of the Ontario Superior Court of Justice, and the accounts of the Information Officer and its counsel shall not be subject to approval in the Foreign Proceeding.

19. **THIS COURT ORDERS** that the Information Officer and counsel to the Information Officer shall be entitled to the benefit of and are hereby granted a charge on the Property in Canada in the aggregate amount of \$600,000 (the "**Administration Charge**"), as security for their professional fees and disbursements incurred in respect of these proceedings, both before and after the making of this Order. The Administration Charge shall have the priority set out in paragraphs 21 and 23 hereof.

INTERIM FINANCING

20. **THIS COURT ORDERS** that the Agents (as such term is defined in the DIP Financing Agreement filed Exhibit "H" to the Etlin Affidavit (the "**DIP Financing Agreement**")), for and on behalf of themselves and the other Lenders (as such term is defined in the DIP Financing Agreement) shall be entitled to the benefit of and are hereby granted a charge on the Property in Canada (the "**DIP Lenders' Charge**"), as security for the Obligations (as such term is defined in the DIP Credit Agreement), which DIP Lenders' Charge shall be consistent with the liens and charges created by the Interim DIP Order, provided however that the DIP Lenders' Charge, with respect to the Property in Canada, shall have the priority set out in paragraphs 21 and 23 hereof, and further provided that the DIP Lenders' Charge shall not be enforced except with leave of this Court.

VALIDITY AND PRIORITY OF CHARGES CREATED BY THIS ORDER

21. **THIS COURT ORDERS** that the priorities of the Administration Charge and the DIP Lenders' Charge (collectively, the "**Charges**"), as among them, shall be as follows:

- (a) First, the Administration Charge (up to the maximum amount of \$600,000); and
- (b) Second, the DIP Lenders' Charge.

22. **THIS COURT ORDERS** that the filing, registration or perfection of the Charges shall not be required, and that the Charges shall be valid and enforceable for all purposes, including as against any right, title or interest filed, registered, recorded or perfected subsequent to the Charges coming into existence, notwithstanding any such failure to file, register, record or perfect the Charges.

23. **THIS COURT ORDERS** that the Charges (all as constituted and defined herein) shall constitute a charge on the Property in Canada and such Charges shall rank in priority to all other security interests, trusts, liens, charges, encumbrances and claims of secured creditors, statutory or otherwise (collectively, "**Encumbrances**") in favour of any Person.

24. **THIS COURT ORDERS** that except as otherwise expressly provided for herein, or as may be approved by this Court, the Chapter 11 Debtors shall not grant any Encumbrances over any Property in Canada that rank in priority to, or *pari passu* with, the Charges, unless the Chapter 11 Debtors also obtain the prior written consent of the Information Officer and the beneficiaries of the Charges.

25. **THIS COURT ORDERS** that the Charges shall not be rendered invalid or unenforceable and the rights and remedies of the chargees entitled to the benefit of the Charges (collectively, the "**Chargees**") shall not otherwise be limited or impaired in any way by (i) the pendency of these proceedings and the declarations of insolvency made

herein; (ii) any application(s) for bankruptcy or receivership order(s) issued pursuant to the BIA or otherwise, or any bankruptcy or receivership order made pursuant to such applications; (iii) the filing of any assignment for the general benefit of creditors made pursuant to the BIA; (iv) the provisions of any federal or provincial statutes; or (v) any negative covenants, prohibitions or other similar provisions with respect to borrowings, incurring debt or the creation of Encumbrances, contained in any existing loan documents, lease, sublease, offer to lease or other agreement (collectively, an "**Agreement**") which binds any Chapter 11 Debtor, and notwithstanding any provision to the contrary in any Agreement:

- (a) the creation of the Charges shall not create or be deemed to constitute a breach by a Chapter 11 Debtor of any Agreement to which it is a party;
- (b) none of the Chargees shall have any liability to any Person whatsoever as a result of any breach of any Agreement caused by or resulting from the creation of the Charges; and
- (c) the payments made by the Chapter 11 Debtors to the Chargees pursuant to this Order and the DIP Documents, and the granting of the Charges, do not and will not constitute a preference, fraudulent conveyance, transfer at undervalue, oppressive conduct, or other challengeable or voidable transaction under any applicable law.

26. **THIS COURT ORDERS** that any Charge created by this Order over leases of real property in Canada shall only be a Charge in the applicable Chapter 11 Debtor's interest in such real property leases.

SERVICE AND NOTICE

27. **THIS COURT ORDERS** that the Information Officer shall: i) without delay, publish in the Globe and Mail, National Edition, a notice containing the information prescribed under the CCAA; and ii) within five days after the date of this Order, (A) make this Order publicly available in the manner prescribed under the CCAA, (B) send, in the prescribed manner, a notice to every known Canadian creditor who has a claim against the Canadian Chapter 11 Debtors of more than \$1000, and (C) prepare a list showing the names and addresses of those creditors and the estimated amounts of those claims, and make it publicly available in the prescribed manner, all in accordance with Section 23(1)(a) of the CCAA and the regulations made thereunder.

28. **THIS COURT ORDERS** that the E-Service Guide of the Commercial List (the “**Protocol**”) is approved and adopted by reference herein and, in this proceeding, the service of documents made in accordance with the Guide (which can be found on the Commercial List website at <https://www.ontariocourts.ca/scj/practice/practice-directions/toronto/eservice-commercial/>) shall be valid and effective service. Subject to Rule 17.05 this Order shall constitute an order for substituted service pursuant to Rule 16.04 of the Rules of Civil Procedure. Subject to Rule 3.01(d) of the Rules of Civil Procedure and paragraph 13 of the Guide, service of documents in accordance with the Protocol will be effective on transmission. This Court further orders that a Case Website shall be established by the Information Officer in accordance with the Guide with the following URL: www.grantthornton.ca/moores.

29. **THIS COURT ORDERS** that if the service or distribution of documents in accordance with the Guide is not practicable, the Chapter 11 Debtors, the Foreign Representative and the Information Officer are at liberty to serve or distribute this Order, any other materials and orders in these proceedings and any notices or other

correspondence, by forwarding true copies thereof by prepaid ordinary mail, courier, personal delivery, facsimile, electronic message or other electronic transmission to the Chapter 11 Debtors' creditors or other interested parties and their advisors at their respective addresses as last shown on the records of the applicable Chapter 11 Debtor and that any such service or notice by courier, personal delivery, facsimile, electronic message or other electronic transmission shall be deemed to be received on the date of forwarding thereof, or if sent by ordinary mail, on the third business day after mailing. For greater certainty, any such distribution or service shall be deemed to be in satisfaction of a legal or juridical obligation, and notice requirements within the meaning of clause 3(c) of the *Electronic Commerce Protection Regulations* (SOR/2013-221);

GENERAL

30. **THIS COURT ORDERS** that the Information Officer may from time to time apply to this Court for advice and directions in the discharge of its powers and duties hereunder.

31. **THIS COURT ORDERS** that nothing in this Order shall prevent the Information Officer from acting as an interim receiver, a receiver, a receiver and manager, a monitor, a proposal trustee, or a trustee in bankruptcy of any of the Chapter 11 Debtors, the Business or the Property.

32. **THIS COURT HEREBY REQUESTS** the aid and recognition of any court, tribunal, regulatory, governmental or administrative body having jurisdiction in Canada, the United States or elsewhere, to give effect to this Order and to assist the Chapter 11 Debtors, the Foreign Representative, the Information Officer and their respective counsel and agents in carrying out the terms of this Order. All Courts, tribunals, regulatory, governmental and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Chapter 11 Debtors, the proposed Information Officer and

their respective counsel and agents, as may be necessary or desirable to give effect to this Order, or to assist the Chapter 11 Debtors, the proposed Information Officer and their respective counsel and agents in carrying out the terms of this Order.

33. **THIS COURT ORDERS** that each of the Chapter 11 Debtors, the Foreign Representative and the Information Officer be at liberty and is hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order.

34. **THIS COURT ORDERS** that the Guidelines for Communication and Cooperation between Courts in Cross-Border Insolvency Matters Issued by the Judicial Insolvency Network and adopted by this Court and the United States Bankruptcy Court and attached as Schedule "B" hereto), are hereby adopted by this Court for the purposes of these recognition proceedings.

35. **THIS COURT ORDERS** that any interested party may apply to this Court to vary or amend this Order or seek other relief on not less than seven (7) days notice to the Chapter 11 Debtors, the Foreign Representative, the Information Officer and their respective counsel, and to any other party or parties likely to be affected by the order sought, or upon such other notice, if any, as this Court may order.

36. **THIS COURT ORDERS AND DECLARES** that this Order shall be effective as of 12:01 a.m. (Toronto time) on the date of this Order.

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.

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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.

SCHEDULE “B”
GUIDELINES FOR COMMUNICATION AND COOPERATION BETWEEN COURTS IN
CROSS-BORDER INSOLVENCY MATTERS

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

Proceeding commenced at Toronto

ORDER

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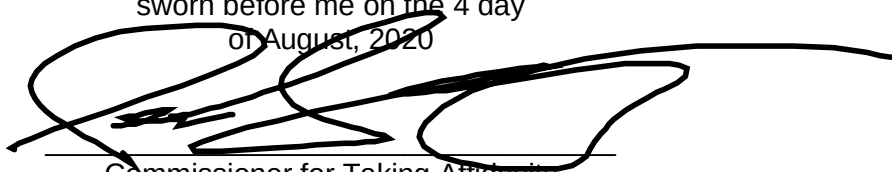
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Lawyers for the Applicant

This is Exhibit "C"
to the affidavit of Holly Etlin,
sworn before me on the 4 day
of August, 2020



Commissioner for Taking Affidavits

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

In re:	)	
	)	Chapter 11
	)	
TAILORED BRANDS, INC., <i>et al.</i> , ¹	)	Case No. 20-33900 (MI)
	)	
Debtors.	)	(Joint Administration Requested)
	)	(Emergency Hearing Requested)

**DECLARATION OF HOLLY ETLIN,
CHIEF RESTRUCTURING OFFICER OF TAILORED BRANDS, INC.,
IN SUPPORT OF CHAPTER 11 PETITIONS AND FIRST DAY MOTIONS**

I, Holly Etlin, hereby declare under penalty of perjury:²

1. I am the Chief Restructuring Officer of Tailored Brands, Inc. ("Tailored Brands"),³ having served in that role since July 2020. I am also a Managing Director of the financial advisor to the Debtors, AlixPartners, LLP, where I have worked in various positions since 2007. I have more than 30 years of experience in providing turnaround services for companies in the retail industry and have frequently been appointed as Interim CEO, Interim CFO and Chief Restructuring Officer of these businesses. I am admitted to the American College of Bankruptcy and the International Insolvency Institute and am a Certified Turnaround Professional.

2. I am familiar with the Debtors' day-to-day operations, business and financial affairs, and books and records. I submit this declaration to assist the Court and parties in interest

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 immediately defined herein shall have the meanings ascribed to them elsewhere in this declaration.

³ Tailored Brands, together with the above-captioned debtors and debtors in possession, collectively, the "Debtors", and, together with Tailored Brands' non-Debtor affiliates, collectively, the "Company".

in understanding the circumstances that resulted in the commencement of these chapter 11 cases and in support of (a) the Debtors' chapter 11 petitions for relief under chapter 11 of title 11 of the United States Code filed on the date hereof (the "Petition Date") and (b) the emergency relief that the Debtors have requested pursuant to the motions and applications described herein (the "First Day Motions").

3. All facts in this declaration are based upon my personal knowledge, my discussions with the management team and advisors, my review of relevant documents and information concerning the Debtors' operations, financial affairs, and restructuring initiatives, or my opinions based upon my experience and knowledge. I am over the age of eighteen and authorized to submit this declaration on behalf of the Debtors. If called upon to testify, I could and would testify competently to the facts set forth in this declaration.

A Founding Tailored for Success

4. The novel coronavirus ("COVID-19") pandemic has negatively impacted all retail businesses. But unlike many similarly-situated companies, the Debtors began taking proactive steps to evaluate and address long-term liquidity challenges and debt maturities well before the full impact of the COVID-19 pandemic was felt across the retail industry.

5. The Debtors will use these proceedings to implement the terms of their go-forward plan, which reflects a holistic, consensual, and significant deleveraging, all supported by the Debtors' senior and secured lenders. Thus, the goal of these chapter 11 cases is clear: emerge with a viable and feasible business that preserves approximately 15,500 jobs and thousands of customer, vendor and landlord relationships.



6. George Zimmer opened the first Men's Wearhouse store in a strip shopping center on the west side of Houston in 1973. To open his first store, Mr. Zimmer

used \$30,000 in credit from his father, \$7,000 of his own money, and help from a college friend, Harry Levy. The first Men's Wearhouse store sold \$10 slacks and \$25 polyester sport coats.

7. Selling apparel was a natural choice for Mr. Zimmer. His father first worked for a



discount clothier and later started a raincoat manufacturing company. Mr. Zimmer grew up hiding in the clothes racks as his father visited stores around New York City and spent summers packing raincoats in the

warehouse of his father's company.

8. Mr. Zimmer was a natural and hardworking salesman. And he was in high demand. Immediately before opening his first Men's Wearhouse store, Mr. Zimmer spent six months in Hong Kong working as a salesman for his father's raincoat manufacturing company. When he turned his attention to getting Men's Wearhouse off the ground, it took his father's business more than six months to find a replacement for him.

As a result, during the time Mr. Zimmer continued to work for his father from Monday

The only thing better than a friend in the business is a father in the business.

— Men's Wearhouse commercial

through Thursday, and on Friday and Saturday he would travel back to Houston to be on the sales floor of Men's Wearhouse.

9. The Company emphasized integrity and service. Employees, trained in customer service skills, were also treated as family, with everyone on a first-name basis and most hired full time. Mr. Zimmer began donating a percentage of pre-tax profits to charities, establishing the

Our strategy is to be like the old time men's clothing store around the corner, except that we add price as a key ingredient. We realize that men hate to shop, so we actually try to make it fun!

— Mr. Goldman

Company's socially responsible reputation. Vendors were also treated well; the Company had the reputation of never cancelling an order.

10. Capitalizing on the reputation that the Company had developed through its



conscious business decisions, the Company shifted its marketing campaign to capture this corporate culture. In 1986, Mr. Zimmer starred in his first television commercial, in which the famous tagline “*I guarantee it*” was born. Mr. Zimmer wanted the nation to know that he

personally stood behind his suits. In later years, the Company's advertising emphasized service and expertise, in contrast to earlier price-centered pitches.

An Expansion Suited for Growth

11. In the ten years following the first store opening, Mr. Zimmer opened one store per year in the Houston area. By 1980, there were 12 Men's Wearhouse locations in Houston, and, in 1981, Men's Wearhouse expanded to San Francisco.

12. Like the decade before, the Company intentionally expanded in the 1990s, capitalizing on its early success. 17 new stores were opened in 1990 and 19 the following year. In April 1992, Mr. Zimmer took the Company public. That year, new store openings jumped to 31. In 1998, revenue exceeded \$1 billion for the first time. The Company was growing at an average of fifty stores each year—an average of one per week—reaching 500 stores by 2000. By 2011, one in five suits in the United States was bought from the Company, making it one of the largest specialty retailers of men's apparel in the country with more than 1,200 stores.

13. A key to the Company's rapid growth and success throughout its nearly 50-year history is its ability to adapt to changing customer preferences. In the 1990s, a major factor in the

decreasing sales of tailored clothing was the move towards more casual business dress. The Company responded to this trend by slightly increasing its stores' selection of sport coats and slacks, replacing about sixty suits with an equal number of sport coats. At the same time, the Company increased the training employees received, stressing all aspects of a customer's business attire needs.

14. The Company also sought to capitalize on the highly fragmented formal wear business, testing tuxedo rentals at a dozen Seattle stores in the spring of 1999. The formal wear customer was younger than the Company's traditional customer base. In 2007, the Company bought 509 Afterhours Formalwear and Mr. Tux rental stores and converted them into Men's Wearhouse locations, cementing its position as the leading tuxedo rental company in the United States. Similarly, in 2014, the Company launched a custom clothing service after identifying the market potential for such services.

15. The Company also used acquisitions to expand and diversify. In 1999, the Company acquired (a) K&G Men's Superstore, which became K&G Fashion Superstore ("K&G"), a discount retailer, and (b) the Canadian menswear chain Moores the Suit People (now known as Moores Clothing for Men ("Moores")), representing the Company's first look beyond the borders of the United States. The Company then acquired Twin Hill, a corporate clothing and uniform company, in 2002 and purchased two dry cleaning chains in 2003 and 2004 and rebranded them as MW Cleaners. In 2013, the Company also purchased the American clothing brand Joseph Abboud, which offers authentic American designer clothing manufactured in the United States. Most recently, the Company acquired competitor Jos. A. Bank in 2014. The umbrella of Men's Wearhouse's acquisitions is what we now know today as Tailored Brands. The Company

continues to focus its operations in the United States and Canada, with Canadian retail sales comprising approximately seven percent of total retail sales in fiscal year 2019.

16. Although the Company's ability to adapt to the market is an important factor in its viability over the past fifty years, the Company's success is also attributable to standing by its core values: offering personalized, quality products and service at a below-market price. This balance has been one of the Company's main customer draws.

A Recent Unravelling

17. Despite its dominant position within the market, the Company has faced certain struggles, with revenue declining by approximately 5.6 percent over the past two years alone. The Company has been impacted by the continuing decline in the brick-and-mortar retail industry generally, recently exacerbated by the impact of the COVID-19 pandemic.

18. Further, COVID-19 has adversely impacted, and will continue to impact, Company operations in a number of ways, including through supply chain disruptions, reduced store traffic, cancellations of large gatherings such as proms and weddings, temporary store closures, and disruptions to employees working across the corporate structure. More generally, the business depends heavily on consumer discretionary spending, and, as such, sales are particularly sensitive to economic conditions and consumer confidence, which have been significantly affected by COVID-19.

Ironing Creases: Operational and Financial Improvements

19. The challenging retail environment encouraged the Debtors to focus on transformational strategic initiatives. As such, the Debtors have taken a number of actions starting in 2019. Specifically, the Debtors permanently closed seventeen retail locations, revised their capital allocation strategy to suspend the quarterly cash dividend and redeploy it for accelerated debt reduction, sold their corporate apparel division and the Joseph Abboud trademarks. The

Debtors also engaged in a focused view of their merchandise and marketing, and created a new cross-brand Chief Customer Officer role. Each of these initiatives is explained in further detail in Part III of this declaration.

20. The key to successfully effectuating this restructuring is speed and cooperation. Access to new capital is not endless. The Debtors' DIP Facility is highly conditioned on moving quickly through these cases with support from all major stakeholders, including lenders, trade vendors, and landlords. In an ever-shifting retail landscape that has seen dozens of casualties over the last several years, the traits that initially led to the success of the Debtors are the same traits that will propel the Debtors through these chapter 11 cases successfully, but only so long as all parties in interest work collaboratively to ensure that these cases stay on track.

21. To familiarize the Court with the Debtors, their business, the circumstances leading to these chapter 11 cases, and the relief they are seeking in those certain motions and applications filed contemporaneously herewith, I have organized this declaration as follows:

- **Part I** provides a general overview of the Company's current operations;
- **Part II** provides an overview of the Debtors' prepetition capital structure;
- **Part III** describes the Debtors' prepetition strategic turnaround initiatives;
- **Part IV** describes the circumstances leading to these chapter 11 cases;
- **Part V** describes the Debtors' proposed debtor-in-possession financing and the RSA; and
- **Part VI** sets forth the evidentiary basis for the relief requested in each of the first day pleadings.

I. The Company's Current Operations.

A. The Tailored Brands Companies.

22. On January 31, 2016, the new holding company Tailored Brands, replaced Men's Wearhouse as the publicly held corporation. Former Chief Executive Officer Doug Ewert noted,

“We believe the holding company structure will allow us to support, nurture and augment our family of brands as we further leverage our shared services platform.” The Company offers products and services through its four retail brands—Men’s Wearhouse (including Men’s Wearhouse and Tux), Jos. A. Bank, K&G, and Moores—and online. Men’s Wearhouse, Moores and K&G each operate as a house of brands carrying a wide selection of exclusive and non-exclusive merchandise brands. Jos. A. Bank is a branded house where substantially all merchandise is sold under the exclusive Jos. A. Bank label.

1. The Men’s Wearhouse Brand.

23. Founded in 1973, Men’s Wearhouse has been an all-occasion apparel retailer that strives to empower men to look and feel their best. Men’s Wearhouse is one of the largest specialty retailers of men’s apparel and providers of tuxedo rental products in the United States. For more than forty years, Men’s Wearhouse has been supplying men with high-quality and affordable designer apparel for all occasions, with a focus on personalized service.

24. Men’s Wearhouse targets male consumers (eighteen to sixty-five years old) by providing superior, personalized customer service and offering a broad selection of exclusive and non-exclusive merchandise brands at regular and sale prices that are competitive with specialty retailers and traditional department stores. Merchandise includes suits, suit separates, sport coats, slacks, formalwear, business casual, denim, sportswear, outerwear, dress shirts, shoes, and accessories in classic, modern, slim and ultra-slim fits and in a wide range of sizes including a selection of “Big and Tall” products. Stores carry clothing and accessories from designers including Joseph Abboud, Calvin Klein, Tommy Hilfiger, and Lucky Brand Jeans, as well as exclusive offerings from JOE by Joseph Abboud, AWEARNESS Kenneth Cole, and BLACK by Vera Wang. The Company also offers a full selection of special occasion offerings including

tuxedo and suit rental products under the Men's Wearhouse and Tux brand, which broadens the customer base by drawing first-time and younger customers into the stores.

25. The Company's campaign "Good on You" celebrates the everyday moments in a man's life, big and small, and having confidence that comes with knowing he looks his best in moments that matter. As a brand that has always supplied men with confidence by guiding them to look good and feel their best, it is now also taking a much broader approach by encouraging men to be their best, standing up and setting a good example each and every day.

2. The Jos. A. Bank Brand.

26. In June 2014, Jos. A. Bank was acquired by the Company. From its inception in Baltimore, Maryland in 1905, Jos. A. Bank has become a leader in the menswear retail sphere. With a heritage of quality tailoring and excellent service, Jos. A. Bank is a leading provider of classically styled, expertly tailored business and casual menswear.

27. Jos. A. Bank targets male consumers (twenty-five to sixty-five years old), emphasizing superior, personalized customer service and offering high quality, business formalwear and business casual merchandise, substantially all of which are Jos. A. Bank branded products including the exclusive Reserve and 1905 labels. Merchandise consists of suits, suit separates, sport coats, slacks, formalwear, business casual, denim, sportswear, outerwear, dress shirts, shoes, and accessories in classic, modern, slim, and ultra-slim fits and in a wide range of sizes including a selection of "Big and Tall" products.

28. Although the target gender and age of the Jos. A. Bank customer are similar to Men's Wearhouse, Jos. A. Bank customers and the Men's Wearhouse customers are distinct in their style preferences and, based on information from loyalty programs, the Company believes that there is minimal overlap between the Jos. A. Bank customer and the Men's Wearhouse customer. Jos. A. Bank also offers a full selection of special occasion rental products and, similar

to the Men's Wearhouse rental offering, believes the rental product offering draws first-time and younger customers into the stores. As is the case at Men's Wearhouse, the Company believes Jos. A. Bank is well-positioned to meet its customers' special occasion needs, through retail clothing offerings, rental products, or custom offerings.

3. The Moores Clothing for Men Brand.

29. In 1999, Moores was acquired by the Company. One of Canada's leading menswear retailers, Moores features a wide selection of designer styles and a commitment to quality and customer service. Moores began in 1980 with a single, family-owned store in Mississauga, Ontario. Today, with stores in more than one hundred locations, including every major city in Canada, Moores employs over 1,200 people in a culture of "servant leadership" focusing on customer satisfaction and building lasting relationships. Designer brands represent a key offering, including Joseph Abboud, JOE by Joseph Abboud, AWEARNESS Kenneth Cole, and Calvin Klein. Moores targets the same consumer and provides the same broad merchandise offerings as Men's Wearhouse but is based in Canada whereas the Men's Wearhouse footprint is in the United States.

4. The K&G Fashion Superstore Brand.

30. K&G was founded in 1989 in Atlanta, Georgia. In 1999, with thirty-five stores, K&G was acquired by Men's Wearhouse and was rebranded from K&G Men's Superstore to K&G Fashion Superstore. K&G Fashion Superstore is a one-stop shopping experience for men, women, and kids who are looking for clothing that allows them to express their individual style at a price they can afford.

31. From career wear to the latest trends, K&G offers incredible value to families that want fashionable, designer brand apparel, footwear, and accessories. K&G stores offer a value-oriented superstore approach that appeals to the more price-sensitive customer in the apparel

market. K&G offers first-quality, current-season apparel and accessories comparable in quality to that of value-oriented department stores, at prices that are typically up to 60% below the regular prices charged by such stores. K&G's merchandising strategy emphasizes broad assortments across all major categories of both men's and women's career and casual apparel in a wide range of sizes including "Big and Tall" and "Women's plus sizes," as well as tailored clothing, dress furnishings, sportswear, accessories, shoes, and children's apparel. This merchandise selection, which includes exclusive and non-exclusive merchandise brands, positions K&G to attract a wide range of customers in each of its markets.

B. The Company's Omni-Channel Operations.

32. ***Brick-and-Mortar Presence.*** The Company maintains both a substantial domestic and international presence, operating approximately 1,274 stores in the United States and 125 stores in Canada. The U.S. retail stores operate under the Men's Wearhouse (including Men's Wearhouse and Tux), Jos. A. Bank, and K&G brand names and are located in all fifty states and the District of Columbia. The Canadian stores operate under the Moores brand name and are located in ten Canadian provinces. The stores are typically located in lifestyle centers, shopping malls, and street level shops.



33. ***The E-Commerce Platform.*** The Company's branded websites include www.menswearhouse.com and www.josbank.com. Jos. A. Bank and Men's Wearhouse first

launched their websites in 1998 and 2000, respectively. The current ecommerce capabilities include ‘virtualized inventory’ that enables customers to order items through the website when not available at the store. In addition, it offers a guided shopping experience called “Look Finder” that provides customers with product recommendations. In 2019, the Company continued to build on delivering personalized, high-tech, high-touch service online including critical investments in technologies, business processes, and personnel, such as improvements in website speed, navigation, and visual merchandising. The Company expects to continue to shift the marketing mix into broad reach digital channels that are more relevant, more easily personalized, and whose performance is more easily measured.

C. Critical Components of the Company’s Cost Structure.

1. Supply Chain.

34. Delivering quality merchandise at reasonable prices is the essence of the Company’s business. For the Men’s Wearhouse, Jos. A. Bank, and Moores Brand, and, to a lesser extent, the K&G brand, a vertical direct sourcing model with third-party manufacturers covers design, product development, manufacturing, testing, quality control, and all necessary logistics required to get merchandise from the factory to the sales floor.

35. The Company purchases merchandise and rental product from a broad base of manufacturers. The Company has no material long-term merchandise manufacturing contracts and typically transacts business on an order-by-order basis either directly with manufacturers and fabric mills or trading companies, or through that certain sourcing agreement with Debtor Tailored Brands Worldwide Purchasing Co. (“WPC”), a subsidiary of Tailored Brands. Pursuant to that sourcing agreement, WPC is responsible for developing and expanding a reliable network of third-party suppliers, negotiating and contracting with suppliers, maintaining on-the-ground relationships with local suppliers and monitoring their manufacturing activities, ensuring that the

product quality standards are met, arranging for the transportation of goods to the Company, and purchasing the finished goods from the suppliers and selling the finished goods to the Company. Each of the Company's business units places orders to and through WPC, which in turn places orders to, and pays, third-party vendors on behalf of the Company. To facilitate such purchases, the Company transfers funds to WPC on an as-needed basis. The Company has developed long-term and reliable relationships with most of its direct manufacturers and fabric mills, which the Company believes provides stability, quality, and price leverage. Furthermore, the Company works with trading companies that support the Company's relationships with manufacturers for direct-sourced merchandise and contract agent offices that provide administrative functions on the Company's behalf. The agent offices provide all quality-control inspections and ensure that operating procedures manuals are adhered to by the manufacturers.

36. Not only is the Company relying heavily on its vendors to deliver outstanding orders, the Company is also relying on its vendors to provide future deliveries, namely those set to occur during the pendency of these chapter 11 cases. Because of substantial production lead-time and the transport time necessary to receive goods, the Company orders merchandise well in advance of the applicable selling season. Accordingly, it is required to forecast future demand when placing such orders. Failure to manage lead times appropriately could impact the business.

37. Regarding customized clothing, the Company has supply chain advantages with its owned factory that manufactures premium custom clothing in the United States and strong relationships and scale advantages with foreign manufacturers for entry-level custom clothing, along with a wide assortment of custom suit fabrics to create high-quality and unique products for customers.

38. The Company uses a regional distribution center approach to leverage the geographic locations of the main distribution centers in Texas and Maryland, as well as hub facilities. Merchandise received into these regional distribution centers is either placed in back-stock or allocated to a store for shipping. In the majority of the larger markets, the Company also has separate hub distribution facilities or space within certain stores used as redistribution facilities for their respective areas. Merchandise for Moores is distributed to the stores from the distribution center in Canada. The majority of merchandise for K&G stores is direct shipped by suppliers to the stores with the remainder of K&G merchandise being managed via a third-party logistics firm.

2. Employee Compensation and Benefits.

39. The Debtors employ approximately 18,000 employees, including approximately 13,000 full-time employees and approximately 5,000 part-time and seasonal employees. The Debtors also typically retain approximately 750 independent contractors and temporary workers at any given time. The Debtors offer their employees the opportunity to participate in a number of insurance and benefits programs, including, among other programs, dental, medical and vision plans, workers' compensation, 401Ks, customary commission bonuses, vacation time, non-insider incentive programs, paid time off, disability benefits, and other employee benefit plans.

3. Real Estate Obligations.

40. The Debtors lease almost all of their stores and offices. The aggregate annual occupancy cost of the Debtors' current stores is approximately \$416 million. The Debtors lease retail business locations, office and warehouse facilities, and equipment under various non-cancelable operating leases expiring in various years through 2029. As of the Petition Date, the Debtors operated 1,274 retail apparel and rental stores in all fifty states and the District of Columbia, and 125 retail apparel stores across ten Canadian provinces, amounting to

approximately 9.0 million square feet in store front. Almost all of these stores are leased, generally for five to ten year initial terms with one or more renewal options after the initial term.

41. The Debtors also own or lease properties in various parts of the United States and Canada to facilitate the distribution of retail and rental product to the stores. Total owned and leased property for distribution is approximately 6 million square feet and 1.8 million square feet, respectively.

42. In addition, the Debtors have primary office locations in Houston, Texas, Fremont, California, New York, New York, and Hampstead, Maryland with additional satellite offices in other parts of the United States and Canada. The Debtors lease approximately 240,000 square feet and own approximately 120,000 square feet of office space.

43. Prior to the Petition Date, the Debtors hired A&G Realty Partners ("A&G") to assist with their real estate negotiation strategy, including potential rent concessions, rental deferment and other relief. As a result, the Debtors have successfully secured rental deferments with approximately 60% of go-forward landlords for the months of April and May in relation to the COVID-19 pandemic. Further, following the Petition Date, the Debtors and A&G intend to negotiate rent reductions with landlords in the base rent for the go-forward fleet and will be announcing that process shortly.

II. The Debtors' Prepetition Corporate and Capital Structure.

44. As of the Petition Date, the Debtors' capital structure consists of outstanding funded debt obligations in the aggregate principal amount of approximately \$1.4 billion, including the ABL Facility, the Term Loan, and the Senior Notes. The following table summarizes the Debtors' outstanding funded-debt obligations as of the Petition Date:

Funded Debt	Maturity	Interest Rates	Principal Amount Outstanding
ABL Facility	October 25, 2022 ⁴	1.7%	\$375 million line balance and \$22.9 million L/C balance
Term Loan	April 9, 2025 ⁵	5.53% ⁶	\$877.4 million
Senior Notes	July 1, 2022	7.0%	\$173.8 million
TOTAL			\$1.4 billion

A. The ABL Revolving Credit Facility.

45. The Debtors are party to that certain credit agreement, dated as of June 18, 2014 (as amended by that certain amendment no. 1 dated as of July 28, 2014, amendment no. 2, dated as of October 25, 2017, amendment no. 3 dated as of April 30, 2019, and as may be further amended, restated, modified or supplemented from time to time, the “ABL Credit Agreement”), by and among The Men’s Wearhouse, Inc., each of the U.S. subsidiary borrowers from time to time party thereto, Moores the Suit People Corp., the Canadian guarantors party thereto, the lenders party thereto (the “Prepetition ABL Lenders”), and JPMorgan Chase Bank, N.A., as administrative agent (the “Prepetition ABL Agent”), and JPMorgan Chase Bank, N.A. Toronto branch, as Canadian administrative agent.

46. The ABL Credit Agreement provides for a \$550 million facility with possible future increases to \$650 million (subject to a borrowing base composed primarily of receivables, credit

⁴ Subject to a springing maturity (a) on April 1, 2022, if any Senior Notes remain outstanding on that date, or (b) on the date that is the 91st day prior to the final maturity date of any class or tranche of term loans under the Prepetition Term Credit Agreement.

⁵ Subject to a springing maturity provision that would accelerate the maturity of the Prepetition Term Loans to April 1, 2022 if any of the Debtors’ obligations under their Senior Notes remain outstanding as of April 1, 2022.

⁶ Based on 1-month LIBOR, which was 2.51% at February 2, 2019, plus the applicable margin of 3.25%, resulting in total interest rate of 5.76%. Interest swap agreements converted 80% of loan to a fixed rate resulting in weighted rate of 5.77%.

card receivables and inventory) with a maturity date of October 25, 2022 (the “ABL Facility”).⁷ The October 25, 2022 maturity date is subject to a springing maturity (a) on April 1, 2022, if any Senior Notes remain outstanding on that date, or (b) on the date that is the 91st day prior to the final maturity date of any class or tranche of term loans under the Term Credit Agreement.

47. The obligations under the ABL Facility are secured on a senior basis by a first priority lien on substantially all of the assets of Tailored Brands, certain U.S. subsidiaries, and Moores The Suit People Corp., including, without limitation, accounts (including receivables), inventory, deposit accounts, security accounts, cash, and cash equivalents. Certain of the Debtors have jointly and severally guaranteed all U.S. borrowing obligations under the ABL Facility. Due to ongoing liquidity constraints, the aggregate availability under the ABL Facility has been constrained for many months preceding the Petition Date, including due to a \$260 million draw on March 16, 2020 as a proactive measure in response to COVID-19. As of the Petition Date, there is approximately \$65 million of availability under the ABL Facility and approximately \$100 million in cash and cash equivalents.

B. The Term Loan.

48. The Men’s Wearhouse, Inc. is party to that certain term credit agreement, dated as of June 8, 2014 (as amended by that certain amendment no. 1, dated June 26, 2014, as further amended by that certain incremental facility agreement no. 1, dated as of April 7, 2015, as further amended by that certain amendment no. 2, dated as of April 9, 2018, as further amended by that

⁷ The ABL Facility has several borrowing and interest rate options including the following indices: (a) adjusted LIBOR, (b) Canadian Dollar Offered Rate rate, (c) Canadian prime rate, or (d) an alternate base rate (equal to the greater of the prime rate, the New York Federal Reserve Bank rate plus 0.5% or adjusted LIBOR for a one-month interest period plus 1.0%). Advances under the ABL Facility bear interest at a rate per annum using the applicable indices plus a varying interest rate margin of up to 1.75%. The ABL Facility also provides for fees applicable to amounts available to be drawn under outstanding letters of credit which range from 1.25% to 1.75%, and a fee on unused commitments of 0.25%.

certain amendment no. 3, dated as of October 10, 2018, and as may be further amended, restated, amended and restated, modified, or supplemented from time to time, the “Term Loan Credit Agreement,” and the loans provided thereunder, the “Term Loan”), with the lender from time to time party thereto (the “Prepetition Term Loan Lenders”) and JPMorgan Chase, N.A. as administrative agent (the “Prepetition Term Loan Agent”).

49. The Term Loan Credit Agreement has a commitment level of \$900 million⁸ and provides for an interest rate of 5.53%,⁹ with a maturity date of April 9, 2025.¹⁰ The obligations are secured on a senior basis by a first priority lien on substantially all of the assets of the Debtors, subject to certain exceptions and limitations set forth in the Prepetition Term Loan Documents. As of the Petition Date, the Debtors have approximately \$877.4 million of aggregate principal outstanding under the Term Loan Credit Agreement.

C. Senior Notes.

50. The Men’s Wearhouse, Inc. issued 7.00% senior notes (the “Senior Notes”) in the aggregate amount of \$600 million under that certain indenture dated as of June 18, 2014 (the “Indenture”). The Senior Notes are guaranteed, jointly and severally, on an unsecured basis by all other U.S. Debtors. The Senior Notes and the related guarantees are senior unsecured

⁸ In addition to this commitment level, the Term Loan Credit Agreement provides for the ability to request additional term loans or incremental equivalent debt borrowings, all of which uncommitted, in an aggregate amount up to the greater of (a) \$250 million and (b) an aggregate principal amount such that, on a pro forma basis (giving effect to such borrowings), the senior secured leverage ratio will not exceed 2.5 to 1.0.

⁹ The interest rate on the Term Loan is based on 1-month LIBOR, which was 0.30% at May 2, 2020. However, the Term Loan interest rate is subject to a LIBOR floor of 1%, plus the applicable margin of 3.25%, results in a total interest rate of 4.25%. There are two interest rate swap agreements where the variable rates due under the Term Loan have been exchanged for a fixed rate. As a result of the interest rate swaps, 80% of the variable interest rate under the Term Loan has been converted to a fixed rate and, as of May 2, 2020, the Term Loan had a weighted average interest rate of 5.62%.

¹⁰ The April 9, 2025 maturity date is subject to a springing maturity provision that would accelerate the maturity of the Term Loans to April 1, 2022 if any of the Debtors’ obligations under their Senior Notes remain outstanding as of April 1, 2022.

obligations of The Men's Wearhouse, Inc. and the guarantors, respectively, and will rank equally with all of The Men's Wearhouse, Inc.'s and each guarantor's present and future senior indebtedness. The Senior Notes will mature on July 1, 2022.¹¹ As of the Petition Date, there is approximately \$173.8 million outstanding under the Senior Notes.

D. Equity Interests.

51. Tailored Brands's common stock is traded on the New York Stock Exchange ("NYSE") under the symbol "TLRD." As of the Petition Date, there were approximately 48.9 million shares outstanding.

III. Prepetition Strategic Turnaround Initiatives.

52. The Debtors, recognizing the need to address certain business inefficiencies and to preserve liquidity, worked to develop and implement a comprehensive operational turnaround to simplify their business and build on their core strengths. The turnaround initiative includes processes to: (a) modify the leadership structure; (b) sell non-core operations; (c) right-size the physical store footprint; (d) refocus on product assortment; (e) enhance the customer experience; and (f) grow the e-commerce offering. In addition, the Debtors took certain steps in response to COVID-19 including draw-down of their ABL Facility and taking substantial steps to reduce cash outflow including furloughing employees and deferring all non-essential expenses. The Debtors

¹¹ The Debtors may redeem some or all of the Senior Notes at any time on or after July 1, 2017 at the redemption prices set forth in the Indenture. As of February 1, 2020, the redemption price is 101.75% of the face value and steps down to 100% of the face value on July 1, 2020. Upon the occurrence of certain specific changes of control, they may be required to offer to purchase the Senior Notes at 101% of their aggregate principal amount plus accrued and unpaid interest thereon to the date of purchase.

have undertaken certain of these processes and will continue to implement the remainder through these chapter 11 cases.

A. Operational Initiatives.

1. Change in Leadership.

53. The first component of the Debtors' turnaround initiative was to modify the leadership structure. On December 11, 2019, the Debtors announced the creation of a new Chief Customer Officer role providing common leadership for the Men's Wearhouse, Jos. A. Bank, and Moores brands, and eliminated the brand president position for these brands. Carrie Ask, then brand president of Men's Wearhouse and Moores, was appointed as the Chief Customer Officer. The Debtors believe this new structure heightens their focus and ability to unlock value across their brand portfolio and will enable them to show up for customers in more effective and efficient ways.

54. Additionally, on July 21, 2020, the Debtors also appointed me as Chief Restructuring Officer of Tailored Brands to help lead the Debtors' turnaround efforts and evaluate restructuring and refinancing alternatives.

2. Sale of Non-Core Operations.

55. Prior to recent events, the Debtors identified certain segments of their operations that could be eliminated to increase overall net revenue and provide opportunities to generate increased liquidity through sales of those same segments. The Debtors took the following actions intended to accelerate debt reduction and provide additional financial flexibility to invest in the customer-facing transformation strategies.

56. **First**, on February 28, 2018, the Debtors entered into a definitive agreement to divest their MW Cleaners business for approximately \$18 million, subject to certain adjustments, and the transaction closed on March 3, 2018.

57. **Second**, on August 16, 2019, the Debtors completed the sale of MWUK Limited (“MWUK”), the UK corporate apparel operations, to Project Dart Bidco Limited. The Debtors also completed the sale of Twin Hill Acquisition Company, Inc. (“Twin Hill”), the U.S. corporate apparel operation, to TH Holdco Inc. The aggregate consideration for all of the outstanding equity of MWUK Limited and Twin Hill was approximately \$62 million, subject to certain working capital adjustments. The Debtors determined that the sale of these corporate apparel business segments represented a strategic shift that will have a major effect on the results of operations.

58. Finally, on January 16, 2020, certain of the Debtors entered into an agreement with WHP Global to sell the Joseph Abboud trademarks for a total of \$115 million in cash consideration. The proceeds of such sale were deposited into a blocked account and used to fund certain capital expenditures and purchase of rental products. Upon closing of this transaction in March 2020, certain of the Debtors and their non-Debtor affiliates entered into a license agreement with WHP Global granting the Debtors the exclusive right and license to sell and rent Joseph Abboud branded apparel and related merchandise in the United States and Canada.

3. Right Sizing Physical Store Footprint.

59. The third component of the turnaround initiative focuses on streamlining the Debtors’ real estate footprint.

(a) Prepetition Store Closures.

60. The Debtors have continued the process of exiting unprofitable stores and analyzing optimal markets in which to maintain a physical presence on a go-forward basis, including the closure of seventeen retail locations in fiscal year 2019. Following the sale of its U.K. corporate apparel operations, the Debtors only maintain storefronts located in the United States and Canada. During the current fiscal year and up to the Petition date, the Debtors have closed approximately

fifty stores either with expired leases or stores which are subject to the Debtors' lease rejection motion, filed concurrently herewith.

61. In parallel with the store closings, with the assistance of certain advisors—specifically A&G—the Debtors commenced rent deferral negotiations with approximately 900 landlords. These deferrals negotiations focused on April and May rent for the period of the COVID-19 closures. These efforts remain ongoing as of the Petition Date. Approximately 470 landlords have agreed to rent deferrals as of the Petition Date.

(b) Postpetition Store Closures.

62. Pursuant to the *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 Nunc Pro Tunc to the Petition Date*, filed concurrently herewith, the Debtors intend to quickly wind-down their unprofitable, domestic stores.

63. In conjunction such wind-downs, the Debtors also intend to commence a broad-based program with A&G focused on reducing rent and achieving additional rent abatements for their go-forward fleet of stores.

4. Refocusing on Product Assortment.

64. The fourth component of the Debtors' turnaround initiative has been focused on adjusting its merchandise to better meet customer preferences. Based upon detailed analysis which was undertaken in 2018-2019, the Debtors commenced their merchandise assortment shift in late 2019. Given the continuing trend in casualization of workplace and special occasion attire, the Debtors have accelerated and plan to continue to accelerate the evolution of their assortments to a mix that better reflects the way men dress for moments that matter. The merchandise initiatives also include rationalizing core assortments and integrating more innovative products, for example 4-way stretch dress shirts.

5. Enhancing the Customer Experience.

65. The customer focus continues with the core initiatives around selection, convenience, service and value. Store personnel focus on pulling together the right look so the customer can find his preferred fit, style, and look his best at moments that matter.

66. Further, the Debtors will continue to offer their “Perfect Fit” loyalty program to the Men’s Wearhouse, Men’s Wearhouse and Tux, and Moores customers, and the “Bank Account” loyalty program for Jos. A. Bank customers. Under these loyalty programs, customers receive points for purchases. Points are generally equivalent to dollars spent on a one-for-one basis. Upon reaching 500 points, customers are issued a \$50 rewards certificate that they may use to make purchases at stores or online. All customers who register for these loyalty programs are eligible to participate and earn points for purchases. The Debtors believe these loyalty programs facilitate their ability to cultivate long-term relationships with customers.

6. Growing the Debtors’ E-commerce Offering.

67. The sixth component of the turnaround initiative seeks to improve the pre-existing e-commerce platform in key customer-facing areas. The Debtors believe that e-commerce augments the brick-and-mortar model and solidifies the seamless customer experience. The Debtors have a strong online presence that can be made even more effective with simple initiatives, such as improved site merchandising and layout, personalization and clear product badging.

68. The Debtors continue to invest in initiatives that support their omni-channel strategies. The Debtors have implemented ‘virtualized inventory’ that enables customers to order items online when not available at the store. They also ship online purchases from stores to further enhance customer’s online shopping experience and reduce delivery times. In 2019, they focused on growing e-commerce sales through a combination of traffic gains, feature enhancements, and

elevated merchandising, and the Debtors saw accelerating growth throughout the year as a result. They plan to build on that success in 2020 with continued focus on improving the customer experience, elevating the assortment, and leveraging marketing to drive more visitors to the websites. The Debtors have the potential to significantly increase their online penetration, which is well below the general apparel industry.

7. Response to the COVID-19 Pandemic.

69. In response to the COVID-19 pandemic, the Debtors took other measures to increase liquidity by eliminating or deferring most discretionary spending. For example, the Debtors significantly reduced inventory purchases, capital expenditures, advertising spend, and store and other general and administrative costs.

70. In response to the government's restrictions on business activities, the Debtors also temporarily furloughed approximately 97% of the employees and temporary staff and instituted salary reductions in both the United States and Canada. However, the Debtors brought back certain furloughed employees to make 50,000 masks for healthcare workers fighting COVID-19 and will continue to look for additional opportunities to help frontline healthcare workers and bring its employees back to work. As of the date of this filing the Debtors have re-opened substantially all their stores and are gradually recalling furloughed employees as circumstances permit.

71. Furthermore, in light of the store closures, the Debtors have taken certain actions with respect to existing leases, including engaging with landlords to discuss rent reductions and deferrals of April and May rent.

72. On March 16, 2020, the Debtors drew down \$260 million under the ABL Facility. After assessing the remaining availability under the ABL Facility and determining that additional borrowings were prudent to maximize cash on hand, on March 19, 2020 and on March 31, 2020, respectively, the Debtors borrowed an additional \$25 million under the ABL Facility. These

borrowings under the ABL Facility are proactive measures in order to increase the Debtors' cash position and preserve financial flexibility in light of current uncertainty in the global markets resulting from COVID-19.

IV. Events Leading to these Chapter 11 Cases.

73. A number of factors, both macro and micro, contributed to the need to commence these chapter 11 cases. As evidenced by the positive results the Debtors saw in January and February, they have made significant progress in reshaping their assortment, strengthening their omni-channel offering and evolving their marketing channel and creative mix. However, the unprecedented impact of COVID-19 required the Debtors to further undertake this restructuring process. The continuing impact associated with COVID-19 store closures and the slow re-opening recovery of store sales has put pressure on the Debtors' overall liquidity position. Rather than continuing to operate stores which are no longer profitable in this business climate, the Debtors are seeking to utilize this process to further accelerate their turnaround efforts by closing unprofitable stores, right sizing their cost structure and restructuring their balance sheet to fit the go-forward business.

V. The RSA and the Proposed DIP Financing.

74. In light of the COVID-19 pandemic and the related uncertainty as to the return to normal operations, impending interest payments, a substantial store footprint that needs to be rightsized in order to create a leaner and more profitable enterprise, and productive discussions with secured lenders regarding not only the DIP Facility (as defined herein) but also the terms of a plan of reorganization, the Debtors worked with a number of advisors, including: PJT Partners, Inc. ("PJT") as investment bankers, AlixPartners, LLP as financial advisors, and Kirkland & Ellis LLP ("K&E") as counsel, to focus their efforts on negotiating a comprehensive restructuring to be consummated on an expeditious timeline.

75. By motion filed contemporaneously herewith, the Debtors seek authorization from the Court to enter into a postpetition financing agreement for an immediate infusion of capital and access to cash collateral on an expedited timeline.

A. The Restructuring Support Agreement.

76. The Restructuring Support Agreement (the “RSA”), attached hereto as **Exhibit A**, contemplates a comprehensive reorganization that will result in a substantial deleveraging of the Debtors’ balance sheet through the reduction in the Debtors’ funded indebtedness by between approximately \$455 million and \$555 million and allow the Debtors to move expeditiously through these chapter 11 cases. Importantly, the Exit ABL Facility (as defined below) contemplated by the RSA will provide the Debtors with a committed financing source, ensuring the Debtors have adequate liquidity to support go-forward operations following emergence. The key components of the RSA are as follows:¹²

- the provision of liquidity to fund the Debtors’ operations and the administration of these chapter 11 cases through the entry into a new debtor-in-possession asset-based financing facility (the “DIP Facility”) with a principal amount of \$500 million, including a refinancing of all obligations under the Prepetition ABL Facility and a “roll-up” of the letters of credit issued thereunder;
- the Consenting Term Loan Lenders’ consent to the Debtors’ use of cash collateral (as defined in section 363(a) of the Bankruptcy Code) securing the Term Loan Credit Agreement to pay down outstanding obligations under the DIP Facility, on the terms set forth on the proposed form of interim order authorizing the Debtors’ use of cash collateral and approving the DIP Facility, attached as Annex 5 to the RSA.
- on the Plan Effective Date:
 - the reorganized Debtors or affiliates thereof (the “Reorganized Debtors”) shall enter into the following exit facilities: (a) a new senior secured, first lien term loan facility in the aggregate principal amount of between \$325 million and \$425 million (the “Exit Term Loan Facility”), and (b) a new asset-based exit

¹² Capitalized terms used but not otherwise defined in this summary shall have the meanings ascribed to such terms in the RSA.

financing facility with aggregate total commitments of \$400-430 million (the “Exit ABL Facility”);

- holders of allowed claims under the DIP Facility shall receive a pro rata share of and interest in the Exit ABL Facility
- holders of allowed claims under the Prepetition Term Loan Credit Agreement shall receive a pro rata share and interest in: (i) the Exit Term Loan Facility, and (ii) 100% of the new common stock to be issued by the Reorganized Debtors (subject to dilution by the Management Incentive Plan);
- holders of allowed claims on account of the Debtors’ swap agreements secured under the ABL Credit Agreement shall receive payment in full in cash from the proceeds of the DIP ABL Priority Collateral;

77. Importantly, speed is key for a successful retail reorganization. As a result, the RSA and DIP financing facilities contain a number of key milestones to ensure the Debtors do not languish in chapter 11.

B. Foreign Proceedings.

78. The Debtors will also commence, concurrently or shortly after the Petition Date, proceedings in the foreign jurisdictions of Canada and the Cayman Islands in order to, inter alia, have these chapter 11 cases recognized in the aforementioned foreign jurisdiction. In Canada, the Debtors will be filing an application under section 46 of the Companies’ Creditor Arrangement Act, R.S.C. 1985, c. C-86, as amended, for recognition of these chapter 11 cases as foreign main proceedings of the Debtors. This recognition proceeding is seeking to extend the relief granted in the United States to the Debtors’ assets and operations in Canada, including the benefit of the stay, to allow the Debtors to successfully implement their restructuring across all operations. In the Cayman Islands, Debtor WPC is filing an insolvency proceeding for the purpose of obtaining the benefit of an automatic statutory moratorium on claims (analogous to the automatic stay provided by the Bankruptcy Code), with a view to allowing the substance of WPC’s reorganization and the administration of its estate to take place through these chapter 11 cases. The Debtors and their advisors intend to coordinate such foreign proceedings with these chapter 11 cases, to the extent

practicable, in order to reduce the costs of administering these cases, ensure minimal disruption to operations, and maximize the value of the Debtors' estates for the benefit of all parties in interest.

C. The Proposed DIP Financing.

79. The Debtors' negotiations with their funded debtholders and third parties, which ultimately culminated in the DIP Facility and access to cash collateral, were guided by two key considerations. **First**, speed is key. Given the potential business disruption and costs associated with a chapter 11 filing, it is crucial that the Debtors emerge from chapter 11 as quickly as possible. **Second**, a fresh liquidity infusion is critical to making good on the Debtors' long-standing positive relationships with its vendors, and enable it to dedicate the resources necessary to match its product mix with customer demand. Liquidity is also essential as the Debtors continue to recover from the COVID-19 disruptions.

80. In connection with a chapter 11 filing, the Debtors, with the assistance of PJT, initiated a process for identifying sources of capital on the best available terms. Specifically, with the assistance of PJT, the Debtors began soliciting indications of interest in July 2020 from potential debtor-in-possession lenders (including specialty lenders and those that routinely provide debtor in possession financing) to gauge their interest in providing debtor in possession financing ("DIP Financing").

81. In total, 28 parties were contacted and 15 non-disclosure agreements were executed. Fourteen parties subject to NDAs were granted access to a virtual data room containing detailed information regarding the Debtors and received access to non-public information. As a result of these efforts, seven potential lenders engaged in negotiations with the Debtors, and two potential lenders requested further diligence materials that were promptly provided and /or held diligence calls with the Debtors and their advisors and discussed the terms of potential DIP financing. The

Debtors ultimately received one indication of interest from a party outside of the Debtors' existing capital structure for a DIP facility. Such indication of interest did not provide better economic terms to the Debtors compared to the DIP Facility. In addition, PJT discussed potential DIP financing with certain holders of the Unsecured Notes and no party was willing to provide financing to the Debtors on a junior lien or an unsecured or administrative priority basis. As a result, leading up to the Petition Date, it became clear to the Debtors that their best path to financing their chapter 11 cases was through a financing from the Prepetition ABL Lenders.

82. As set forth in greater detail in the *Declaration of Jamie H. Baird in Support of the Debtors' Emergency Motion Seeking Entry of Interim and Final Orders (I) Authorizing the Debtors to Obtain Postpetition Financing, (II) Authorizing the Debtors to Use Cash Collateral, (III) Authorizing the Debtors to Obtain Exit Financing, (IV) Granting Liens and Providing Superpriority Administrative Expense Status, (V) Granting Adequate Protection to the Prepetition ABL Secured Parties, (VI) Modifying the Automatic Stay, (VII) Scheduling a Final Hearing, and (VIII) Granting Related Relief*, and the *Declaration of Holly Etlin in Support of the Debtors' Emergency Motion Seeking Entry of Interim and Final Orders (I) Authorizing the Debtors to Obtain Postpetition Financing, (II) Authorizing the Debtors to Use Cash Collateral, (III) Authorizing the Debtors to Obtain Exit Financing, (IV) Granting Liens and Providing Superpriority Administrative Expense Status, (V) Granting Adequate Protection to the Prepetition ABL Secured Parties, (VI) Modifying the Automatic Stay, (VII) Scheduling a Final Hearing, and (VIII) Granting Related Relief*, (collectively, the "DIP Declarations"), these efforts culminated in the DIP Facility. The DIP Facility will fund the working capital needs and the chapter 11 process.

83. The DIP Facility contemplates postpetition financing in the form of a \$500 million senior secured ABL revolving credit facility provided by the Prepetition ABL Lenders, as well as

a \$150 million sublimit for the issuance of letters of credit. Because the Prepetition ABL Facility is being refinanced in full, the DIP Facility does not effectuate any priming of the Prepetition ABL Lenders' liens on their collateral under the Prepetition ABL Facility. Therefore, the Debtors avoid the need to engage in a priming fight at the outset of these chapter 11 cases. Moreover, the DIP Agreement provides for the conversion of the DIP Facility to an Exit Facility upon emergence from chapter 11, subject to the Debtors meeting certain conditions. This conversion provides the Debtors with a clear path to emergence, setting the stage for a successful restructuring and minimizing costs associated with potential business disruption if no clear path to emergence existed. The conversion would also avoid additional costs that would be incurred on account of an exit financing marketing process and other costs that would otherwise be due if the Debtors separately sought exit financing at a later date. In connection with entry into such DIP Facility, the Prepetition Secured Parties have also consented to the immediate access by the Debtors to their Cash Collateral upon entry of the Interim Order, which will be used to pay down outstanding obligations under the DIP Facility and increase availabilities thereunder.

VI. First Day Motions.

84. Contemporaneously herewith, the Debtors have sought relief through a number of First Day Motions that they believe are necessary to enable them to efficiently administer their estates with minimal disruption and loss of value during the pendency of these chapter 11 cases. The Debtors have requested that the relief requested in each of the First Day Motions be granted as critical elements in ensuring the maximization of value of the Debtors' estates. The First Day Motions include:

- Assumption/Rejection Motion. *Debtor's Motion Seeking Entry of an Order Authorizing and Approving Procedures to Reject, Assume, or Assume and Assign Executory Contracts and Unexpired Leases;*

- Bar Date Motion. *Debtor's Motion for Entry of an 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;*
- Cash Management Motion. *Debtors' Emergency Motion Seeking Entry of Interim and Final Orders Authorizing the Debtors to (I) Continue to Operate Their Cash Management Systems, (II) Honor Certain Prepetition Obligations Related Thereto, (III) Maintain Existing Business Forms, and (IV) Continue to Perform Intercompany Transactions;*
- Creditor Matrix Motion. *Debtors' Emergency Motion for Entry of an Order (I) Authorizing the Debtors to File a Consolidated List of Creditors and a Consolidated List of the 30 Largest Unsecured Creditors, (II) Waiving the Requirement to File a List of Equity Security Holders, (III) Authorizing the Debtors to Redact Certain Personal Identification Information, (IV) Approving the Form and Manner of Notifying Creditors of the Commencement of the Chapter 11 Cases and Other Information, and (V) Granting Related Relief;*
- Critical Vendors Motion. *Debtors' Emergency Motion Seeking Entry of Interim and Final Orders Authorizing the Debtors to Pay Prepetition Claims of (I) Non-Merchandise Critical Vendors and (II) Foreign Vendors;*
- Customer Programs Motion. *Debtors' Emergency Motion Seeking Entry of Interim and Final Orders Authorizing the Debtors to Maintain and Administer Their Existing Customer Programs and Honor Certain Prepetition Obligations Related Thereto;*
- DIP Motion. *Debtors' Emergency Motion Seeking Entry of Interim and Final Orders (I) Authorizing the Debtors to Obtain Postpetition Financing, (II) Authorizing the Debtors to Use Cash Collateral, (III) Authorizing the Debtors to Obtain Exit Financing, (IV) Granting Liens and Providing Superpriority Administrative Expense Status, (V) Granting Adequate Protection to the Prepetition ABL Secured Parties, (VI) Modifying the Automatic Stay, (VII) Scheduling a Final Hearing, (VII) Scheduling a Final Hearing; and (VIII) Granting Related Relief;*
- Foreign Representative Motion. *Debtors' Emergency Motion for Entry of an Order Authorizing Moores the Suit People Corp. to Act as Foreign Representative Pursuant to 11 U.S.C. § 1505.*
- Insurance Motion. *Debtors' Emergency Motion Seeking Entry of an Order Authorizing the Debtors to (I) Pay Their Obligations Under Insurance Policies Entered into Prepetition, (II) Continue to Pay Brokerage Commissions, (III) Renew, Supplement, Modify, or Purchase Insurance Coverage, and (IV) Continue to Pay Workers' Compensation Coverage Fees;*

- Joint Administration Motion. *Debtors' Emergency Motion Seeking Entry of an Order Directing Joint Administration of Their Related Chapter 11 Cases;*
- Lease Rejection Motion. *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 Nunc Pro Tunc to the Petition Date;*
- Lienholders Motion. *Debtors' Emergency Motion Seeking Entry of Interim and Final Orders Authorizing the Debtors to Pay Prepetition Claims of (I) Lien Claimants and (II) Import Claimants;*
- NOL Motion. *Debtors' Emergency Motion Seeking Entry of Interim and Final Orders Approving Notification and Hearing Procedures for Certain Transfers of and Declarations of Worthlessness with Respect to Common Stock;*
- Prime Clerk Retention Application. *Debtor's Emergency Application for Entry of an Order Authorizing the Employment and Retention of Prime Clerk LLC as Claims, Noticing, and Solicitation Agent;*
- Sealing Motion. *Debtors' Emergency Motion for Entry of an Order Authorizing the Debtors to File the Fee letters Under Seal;*
- Sell Down Motion. *Debtors' Emergency Motion Seeking Entry of an Order Establishing a Record Date for Notice and Sell-Down Procedures for Trading in Certain Claims Against the Debtors' Estates;*
- SOFA Schedule Extension Motion. *Debtors' Emergency Motion Seeking Entry of an Order Extending Time to File Schedules of Assets and Liabilities, Schedules of Current Income and Expenditures, Schedules of Executory Contracts and Unexpired Leases, and Statements of Financial Affairs;*
- Surety Bonds Motion. *Debtors' Emergency Motion Seeking Entry of an Order (I) Authorizing the Debtors to Maintain the Surety Bond Program and (II) Granting Related Relief;*
- Taxes Motion. *Debtors' Emergency Motion Seeking Entry of an Order Authorizing the Payment of Certain Prepetition Taxes and Fees;*
- Utilities Motion. *Debtors' Emergency Motion Seeking Entry of an Order (I) Approving the Debtors' Proposed Adequate Assurance of Payment for Future Utility Services, (II) Prohibiting Utility Providers from Altering, Refusing, or Discontinuing Utility Services, (III) Establishing Procedures for Determining Adequate Assurance of Payment, (IV) Authorizing Certain Fee Payments for Services Performed, and (V) Requiring Utility Providers to Return Deposits for Utility Services No Longer in Use; and*

- Wages Motion. *Debtors' Emergency Motion Seeking Entry of an Order Authorizing the Debtors to (I) Pay Prepetition Employee Wages, Salaries, Other Compensation, and Reimbursable Employee Expenses and (II) Continue Employee Benefits Programs.*

85. I have reviewed each of the First Day Motions filed contemporaneously herewith, and the facts set forth in each First Day Motions are true and correct to the best of my knowledge and belief with appropriate reliance on corporate officers and advisors and each such factual statement is incorporated herein by reference. I further believe that the relief requested in the First Day Motions is necessary to allow the Debtors to operate with minimal disruption during the pendency of these chapter 11 cases and constitutes a critical element in successfully implementing the Debtors' chapter 11 strategy.

Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing statements are true and correct.

Dated: August 2, 2020
Houston, Texas

/s/ Holly Etlin

Name: Holly Etlin
Title: Chief Restructuring Officer
Tailored Brands, Inc.

Exhibit A

Restructuring Support Agreement

EXECUTION VERSION

TAILORED BRANDS, INC., ET AL.,

RESTRUCTURING SUPPORT AGREEMENT

August 2, 2020

THIS RESTRUCTURING SUPPORT AGREEMENT AND THE DOCUMENTS ATTACHED HERETO COLLECTIVELY DESCRIBE A PROPOSED RESTRUCTURING OF THE COMPANY PARTIES THAT WILL BE EFFECTUATED THROUGH FILING CHAPTER 11 CASES IN THE BANKRUPTCY COURT.

THIS RESTRUCTURING SUPPORT AGREEMENT IS NOT AN OFFER OR A SOLICITATION WITH RESPECT TO ANY SECURITIES OF THE COMPANY PARTIES. ANY SUCH OFFER OR SOLICITATION SHALL COMPLY WITH ALL APPLICABLE SECURITIES LAWS AND/OR PROVISIONS OF THE BANKRUPTCY CODE.

THIS RESTRUCTURING SUPPORT AGREEMENT IS THE PRODUCT OF SETTLEMENT DISCUSSIONS AMONG THE PARTIES THERETO. ACCORDINGLY, THIS RESTRUCTURING SUPPORT AGREEMENT IS PROTECTED BY RULE 408 OF THE FEDERAL RULES OF EVIDENCE AND ANY OTHER APPLICABLE STATUTES OR DOCTRINES PROTECTING THE USE OR DISCLOSURE OF CONFIDENTIAL SETTLEMENT DISCUSSIONS.

THIS RESTRUCTURING SUPPORT AGREEMENT DOES NOT PURPORT TO SUMMARIZE ALL OF THE TERMS, CONDITIONS, REPRESENTATIONS, WARRANTIES, AND OTHER PROVISIONS WITH RESPECT TO THE TRANSACTIONS DESCRIBED HEREIN, WHICH TRANSACTIONS WILL BE SUBJECT TO THE COMPLETION OF DEFINITIVE DOCUMENTS INCORPORATING THE TERMS SET FORTH HEREIN AND THE CLOSING OF ANY TRANSACTION SHALL BE SUBJECT TO THE TERMS AND CONDITIONS SET FORTH IN SUCH DEFINITIVE DOCUMENTS AND THE APPROVAL RIGHTS OF THE PARTIES SET FORTH HEREIN AND IN SUCH DEFINITIVE DOCUMENTS.

NOTHING CONTAINED IN THIS RESTRUCTURING SUPPORT AGREEMENT SHALL BE AN ADMISSION OF FACT OR LIABILITY OR, UNTIL THE OCCURRENCE OF THE AGREEMENT EFFECTIVE DATE ON THE TERMS DESCRIBED HEREIN, DEEMED BINDING ON ANY OF THE PARTIES HERETO.

EXECUTION VERSION

This RESTRUCTURING SUPPORT AGREEMENT (including all exhibits, annexes, and schedules hereto in accordance with Section 13.02, this “**Agreement**”) is made and entered into as of August 2, 2020 (the “**Execution Date**”), by and among the following parties, each in the capacity set forth on its signature page to this Agreement (each of the following described in sub-clauses (i) through (ii) of this preamble, collectively, the “**Parties**”):¹

- i. Tailored Brands, Inc., a company incorporated under the Laws of Texas (“**Tailored**”), and each of the affiliates and direct and indirect subsidiaries of Tailored listed on **Schedule 1** attached hereto (together with Tailored, collectively, the “**Company Parties**”); and
- ii. the undersigned and non-Affiliated holders of, or investment advisors, sub-advisors, or managers of discretionary accounts that hold the Term Loans, that have executed and delivered counterpart signature pages to this Agreement, a Joinder, or a Transfer Agreement to counsel to the Company Parties and Gibson Dunn (the “**Consenting Term Loan Lenders**”).

RECITALS

WHEREAS, the Company Parties and the Consenting Term Loan Lenders that are members of an ad hoc group represented by Gibson Dunn (the “**Ad Hoc Group**”), have in good faith and at arms’ length negotiated or been apprised of certain restructuring and recapitalization transactions with respect to the Company Parties’ capital structure on the terms set forth in this Agreement, and as specified in the term sheet attached as **Exhibit A** hereto (as may be amended, supplemented, or otherwise modified from time to time in accordance with the terms hereof, the “**Restructuring Term Sheet**”) and the exhibits thereto (such transactions as described in this Agreement and the Restructuring Term Sheet, the “**Restructuring Transactions**”);

WHEREAS, the Company Parties have requested that each of the Consenting Term Loan Lenders sign this Agreement to support the implementation of the Restructuring Transactions in accordance with the terms set forth in this Agreement by commencing voluntary cases under chapter 11 of the Bankruptcy Code in the Bankruptcy Court (the “**Chapter 11 Cases**”), in accordance with the terms and conditions set forth herein and in the Restructuring Term Sheet; and

WHEREAS, the Parties have agreed to take certain actions in support of the Restructuring Transactions subject to the terms and conditions set forth in this Agreement and the Restructuring Term Sheet.

NOW, THEREFORE, in consideration of the covenants and agreements contained herein, and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Party, intending to be legally bound hereby, agrees as follows:

¹ Capitalized terms used but not defined in the preamble and recitals to this Agreement have the meanings ascribed to them in Section 1.

AGREEMENT

Section 1. Definitions and Interpretation.

1.01. Definitions. The following terms shall have the following definitions:

“Ad Hoc Group” has the meaning set forth in the recitals to this Agreement.

“Affiliate” shall have the meaning set forth in section 101(2) of the Bankruptcy Code.

“Agreement” has the meaning set forth in the preamble to this Agreement and, for the avoidance of doubt, includes all the exhibits, annexes, and schedules hereto in accordance with Section 13.02 (including the Restructuring Term Sheet).

“Agreement Effective Date” means the date on which all of the conditions set forth in Section 2 have been satisfied or waived by the appropriate Party or Parties in accordance with this Agreement.

“Agreement Effective Period” means, with respect to a Party, the period from the Agreement Effective Date to the Termination Date applicable to that Party.

“Alternative Restructuring Proposal” means any plan, inquiry, proposal, offer, bid, term sheet, discussion, or agreement with respect to a sale, disposition, new-money investment, restructuring, reorganization, merger, amalgamation, acquisition, consolidation, dissolution, debt investment, equity investment, liquidation, asset sale, share issuance, tender offer, recapitalization, plan of reorganization, share exchange, business combination, joint venture, provision of financing, or similar transaction involving any one or more Company Parties, or any Affiliates of the Company Parties, or the debt, equity, or other interests in any one or more Company Parties or any Affiliates of the Company Parties, in each case other than the Restructuring Transactions.

“Bankruptcy Code” means title 11 of the United States Code, 11 U.S.C. §§ 101–1532, as amended.

“Bankruptcy Court” means the United States Bankruptcy Court for the Southern District of Texas administering the Chapter 11 Cases.

“Business Day” means any day other than a Saturday, Sunday, or other day on which commercial banks are authorized to close under the Laws of, or are in fact closed in, the state of New York.

“Causes of Action” means any action, Claim, cause of action, controversy, demand, right, action, lien, indemnity, Interest, guaranty, suit, obligation, liability, damage, judgment, account, defense, offset, power, privilege, license, and franchise of any kind or character whatsoever, whether known, unknown, contingent or noncontingent, matured or unmatured, suspected or unsuspected, liquidated or unliquidated, disputed or undisputed, secured or unsecured, assertable directly or derivatively, in contract or in tort, in law or in equity, or pursuant to any other theory of law.

“Chapter 11 Cases” has the meaning set forth in the recitals to this Agreement.

“Claim” shall have the meaning set forth in section 101(5) of the Bankruptcy Code.

“Company” means Tailored.

“Company Parties” has the meaning set forth in the preamble to this Agreement.

“Confidentiality Agreement” means an executed confidentiality agreement, including with respect to the issuance of a “cleansing letter” or other public disclosure of material non-public information agreement, in connection with the proposed Restructuring Transactions.

“Confirmation Order” means the order of the Bankruptcy Court confirming the Plan pursuant to Section 1129 of the Bankruptcy Code, which Confirmation Order shall be in accordance with this Agreement and the Definitive Documents, in form and substance acceptable to the Required Consenting Term Loan Lenders.

“Consenting Term Loan Lenders” has the meaning set forth in the preamble to this Agreement.

“Consenting Term Loan Lender Fees and Expenses” has the meaning set forth in Section 13.22.

“Debtors” means the Company Parties that commence Chapter 11 Cases in their capacities as debtors in the Chapter 11 Cases.

“Definitive Documents” has the meaning set forth in Section 2.02, which Definitive Documents shall be in accordance with this Agreement.

“Disclosed Letters” has the meaning set forth in Section 2.04(b)(vi).

“Disclosure Statement” means the related disclosure statement with respect to the Plan, which disclosure statement shall be in accordance with this Agreement and the Definitive Documents, in form and substance acceptable to the Required Consenting Term Loan Lenders.

“Disclosure Statement Order” means the order of the Bankruptcy Court approving the Disclosure Statement pursuant to Section 1125 of the Bankruptcy Code, which Disclosure Statement Order will be in accordance with this Agreement and the Definitive Documents, in form and substance acceptable to the Required Consenting Term Loan Lenders.

“Effective Date” means the date on which all conditions to consummation of the Plan, have been satisfied in full or waived, in accordance with the terms of the Plan and the Plan or becomes effective.

“Entity” shall have the meaning set forth in section 101(15) of the Bankruptcy Code.

“Exchange Act” means the Securities Exchange Act of 1934, as amended.

“Execution Date” has the meaning set forth in the preamble to this Agreement.

“Exit ABL Credit Agreement” means a credit agreement governing the Exit ABL Financing (as such term is defined in the Restructuring Term Sheet), in form and substance acceptable to the Required Consenting Term Loan Lenders.

“Exit Term Loan Credit Agreement” means a credit agreement governing the Exit Term Loan Financing (as such term is defined in the Restructuring Term Sheet), in form and substance acceptable to the Super-Majority Consenting Term Loan Lenders.

“First Day Pleadings” means the first-day pleadings that the Company Parties determine, in consultation with the Required Consenting Term Loan Lenders and subject to the consent of the Required Consenting Term Loan Lenders, are necessary or desirable to file.

“Gibson Dunn” means Gibson, Dunn & Crutcher LLP, counsel to the Ad Hoc Group.

“Houlihan” means Houlihan Lokey Capital, Inc., financial advisor to the Ad Hoc Group.

“Insolvency Proceeding” means any corporate action, legal proceedings, or other procedure or step taken in any jurisdiction in relation to:

(a) the suspension of payments, a moratorium of any indebtedness, winding-up, bankruptcy, liquidation, dissolution, administration, receivership, administrative receivership, judicial composition, or reorganisation (by way of voluntary arrangement, scheme or otherwise) of any Company Party, including under the Bankruptcy Code;

(b) a composition, conciliation, compromise, or arrangement with the creditors generally of any Company Party or an assignment by any Company Party of its assets for the benefit of its creditors generally or any Company Party becoming subject to a distribution of its assets;

(c) the appointment of a liquidator, receiver, administrator, administrative receiver, compulsory manager, or other similar officer in respect of any Company Party or any of its assets;

(d) enforcement of any security over any assets of any Company Party; or

(e) any procedure or step in any jurisdiction analogous to those set out in the preceding sub-paragraphs (a) to (d).

“Interest” means, collectively, the shares (or any class thereof), common stock, preferred stock, limited liability company interests, and any other equity, ownership, or profits interests of any Company Party, and options, warrants, rights, or other securities or agreements to acquire or subscribe for, or which are convertible into the shares (or any class thereof) of, common stock, preferred stock, limited liability company interests, or other equity, ownership, or profits interests of any Company Party (in each case whether or not arising under or in connection with any employment agreement).

“Joinder” means a joinder to this Agreement substantially in the form attached hereto as **Exhibit B**.

“Law” means any federal, state, local, or foreign law (including common law), statute, code, ordinance, rule, regulation, order, ruling, or judgment, in each case, that is validly adopted, promulgated, issued, or entered by a governmental authority of competent jurisdiction (including the Bankruptcy Court).

“Milestones” means the milestones set forth in the Restructuring Term Sheet.

“Parties” has the meaning set forth in the preamble to this Agreement.

“Permitted Transfer” means a Transfer of any Term Loan Claims that meets the requirements of Section 7.01.

“Permitted Transferee” means each transferee of any Term Loan Claims who meets the requirements of Section 7.01.

“Petition Date” means the date on which the Debtors commence the Chapter 11 Cases in accordance with this Agreement.

“Plan” means the joint chapter 11 plan of reorganization filed by the Debtors in the Chapter 11 Cases to implement the Restructuring Transactions in accordance with the terms of this Agreement, the Restructuring Term Sheet and the Definitive Documents, in form and substance acceptable to the Required Consenting Term Loan Lenders.

“Plan Supplement” means the compilation of documents and forms of documents, schedules, and exhibits to the Plan that will be filed by the Debtors with the Bankruptcy Court in accordance with the terms of this Agreement and the Definitive Documents, in form and substance acceptable to the Required Consenting Term Loan Lenders (and, with respect to the Exit Term Loan Credit Agreement, the Super-Majority Consenting Term Loan Lenders).

“Qualified Marketmaker” means an entity that (a) holds itself out to the public or the applicable private markets as standing ready in the ordinary course of business to purchase from customers and sell to customers Term Loan Claims (or enter with customers into long and short positions in Term Loan Claims), in its capacity as a dealer or market maker in Term Loan Claims and (b) is, in fact, regularly in the business of making a market in claims against issuers or borrowers (including debt securities or other debt).

“Reorganized Tailored” means Tailored, as reorganized pursuant to and under the Restructuring Transactions, or any successor thereto.

“Required Consenting Term Loan Lenders” means, as of the relevant date, one or more Consenting Term Loan Lenders that individually or collectively hold more than 50% of the aggregate outstanding principal amount of Term Loans that are held by all Consenting Term Loan Lenders.

“Restructuring Term Sheet” has the meaning set forth in the recitals to this Agreement.

“Restructuring Transactions” has the meaning set forth in the recitals to this Agreement.

“Securities Act” means the Securities Act of 1933, as amended.

“Shareholder Agreement” means a shareholder agreement governing the shares of Reorganized Tailored, in form and substance acceptable to the Required Consenting Term Loan Lenders.

“Solicitation Materials” means all solicitation materials in respect of the Plan together with the Disclosure Statement, which Solicitation Materials shall be in accordance with this Agreement and the Definitive Documents, in form and substance acceptable to the Required Consenting Term Loan Lenders.

“Super-Majority Consenting Term Loan Lenders” means, as of the relevant date, one or more Consenting Term Loan Lenders that individually or collectively hold at least two-thirds of the aggregate outstanding principal amount of Term Loans that are held by all Consenting Term Loan Lenders.

“Tailored” has the meaning set forth in the preamble to this Agreement.

“Term Loan” has the meaning assigned to the term “Term Loans” under the Term Loan Credit Agreement.

“Term Loan Agent” means any administrative agent, collateral agent, or similar Entity under the Term Loan Credit Agreement, including any successors thereto.

“Term Loan Claims” means any Claim derived from, based upon, or secured by the Term Loan.

“Term Loan Credit Agreement” means that certain loan agreement, dated as of June 18, 2014 (as amended, restated, amended and restated, modified, or supplemented from time to time) between The Men’s Wearhouse, Inc., as borrower, JPMorgan Chase Bank, N.A., as Term Loan Agent, and the Term Loan Lenders.

“Term Loan Lenders” has the meaning assigned to the term “Lender” under the Term Loan Credit Agreement.

“Termination Date” means the date on which termination of this Agreement as to a Party is effective in accordance with Sections 11.01, 11.02, 11.03, or 11.04.

“Transfer” means to sell, resell, reallocate, use, pledge, assign, transfer, hypothecate, participate, donate, or otherwise encumber or dispose of, directly or indirectly (including through derivatives, options, swaps, pledges, forward sales or other transactions).

“Transfer Agreement” means an executed form of the transfer agreement providing, among other things, that a transferee is bound by the terms of this Agreement and substantially in the form attached hereto as **Exhibit C**.

1.02. Interpretation. For purposes of this Agreement:

- (a) in the appropriate context, each term, whether stated in the singular or the plural, shall include both the singular and the plural, and pronouns stated in the masculine, feminine, or neuter gender shall include the masculine, feminine, and the neuter gender;
- (b) capitalized terms defined only in the plural or singular form shall nonetheless have their defined meanings when used in the opposite form;
- (c) unless otherwise specified, any reference herein to an existing document, schedule, or exhibit shall mean such document, schedule, or exhibit, as it may have been or may be amended, restated, amended and restated, supplemented, or otherwise modified or replaced from time to time in accordance with this Agreement;
- (d) unless otherwise specified, all references herein to “Sections” are references to Sections of this Agreement;
- (e) the words “herein,” “hereof,” and “hereto” refer to this Agreement in its entirety rather than to any particular portion of this Agreement;
- (f) captions and headings to Sections are inserted for convenience of reference only and are not intended to be a part of or to affect the interpretation of this Agreement;
- (g) references to “shareholders,” “directors,” and/or “officers” shall also include “members” and/or “managers,” as applicable, as such terms are defined under the applicable limited liability company laws;
- (h) the use of “include” or “including” is without limitation, whether stated or not; and
- (i) the provisions of Bankruptcy Rule 9006(a) shall apply in computing any period of time prescribed or allowed herein.

Section 2. *Effectiveness of this Agreement.* This Agreement shall become effective and binding upon each of the Parties according to its terms as of 12:00 a.m., prevailing Eastern Time, on the Agreement Effective Date, which is the date on which all of the following conditions have been satisfied or waived in accordance with this Agreement:

- (a) each of the Company Parties shall have executed and delivered counterpart signature pages of this Agreement to counsel to each of the Parties;
- (b) the Consenting Term Loan Lenders holding at least two-thirds (66.7%) in principal amount of Term Loans shall have executed and delivered counterpart signature pages of this Agreement to counsel to the Company Parties as of the date hereof; provided, however, that signature pages executed by Consenting Term Loan Lenders shall (i) be treated in accordance with Section 13.21 and (ii) be delivered to other Consenting Term Loan Lenders in a redacted form that removes the details of such Consenting Term Loan Lenders’ holdings of Term Loan Claims;

(c) the Company Parties shall have paid the Consenting Term Loan Lender Fees and Expenses estimated to be incurred through the Agreement Effective Date (and as set forth in short-form invoices provided at least 2 business days prior to the Agreement Effective Date) in full in cash; and

(d) counsel to the Company Parties shall have given notice to Gibson Dunn in the manner set forth in Section 13.10 (by email or otherwise) that the other conditions to the Agreement Effective Date set forth in this Section 2 have occurred.

This Agreement shall be effective for the Agreement Effective Period until validly terminated pursuant to the terms set forth in Section 11.

2.02. Definitive Documents. The documents related to or otherwise utilized to implement or effectuate the Restructuring Transactions (collectively, the “**Definitive Documents**”) shall include, among others:

(a) the First Day Pleadings and all orders sought pursuant thereto, which orders shall be in form and substance acceptable to the Required Consenting Term Loan Lenders;

(b) all “second day” pleadings and all orders sought pursuant thereto, which pleadings and orders shall be in form and substance acceptable to the Required Consenting Term Loan Lenders;

(c) the Plan;

(d) the Plan Supplement;

(e) the Disclosure Statement;

(f) the Solicitation Materials;

(g) the Exit ABL Credit Agreement;

(h) the Exit Term Loan Credit Agreement;

(i) the Shareholder Agreement;

(j) any orders relating to the use of cash collateral (including any exhibits, schedules, amendments, modifications, or supplements thereto, or any order authorizing the incurrence of credit pursuant to section 364 of the Bankruptcy Code), all of which shall be in form and substance acceptable to the Required Consenting Term Loan Lenders; provided, however, that any budget governing the use of cash collateral shall be in form and substance acceptable to the Super-Majority Consenting Term Loan Lenders;

(k) the Disclosure Statement Order;

(l) the Confirmation Order;

(m) any other exhibits, schedules, amendments, modifications, supplements or other documents and/or agreements relating to any of the foregoing, in form and substance acceptable to the Required Consenting Term Loan Lenders;

(n) any and all other material documents that are contemplated by this Agreement or that are otherwise necessary to effectuate the Restructuring Transactions, in form and substance acceptable to the Required Consenting Term Loan Lenders; and

(o) any and all deeds, agreements, filings, notifications, pleadings, orders, certificates, letters, instruments, or other documents related to the Restructuring Transactions (including any exhibits, amendments, modifications or supplements made from time to time), in form and substance acceptable to the Required Consenting Term Loan Lenders.

2.03. Consent Rights Regarding Definitive Documents. Each of the Definitive Documents shall be consistent in all respects with the terms and conditions set forth in this Agreement and the Restructuring Term Sheet, and shall otherwise be in form and substance acceptable to the Company Parties and the Required Consenting Term Loan Lenders or the Super-Majority Consenting Term Loan Lenders, as applicable.

2.04. General Commitments, Forbearances, and Waivers.

(a) During the Agreement Effective Period, each Consenting Term Loan Lender, severally and not jointly, agrees in respect of all of its Term Loan Claims, pursuant to this Agreement to use commercially reasonable efforts to:

(i) support and cooperate with the Company Parties to take all commercially reasonable actions necessary to consummate the Restructuring Transactions in accordance with the (x) Plan, and (y) terms and conditions of this Agreement, and vote and exercise any powers or rights available to it (including in any board, shareholders', or creditors' meeting or in any process requiring voting or approval to which they are legally entitled to participate), in each case in favor of any matter requiring approval to the extent necessary to implement the Restructuring Transactions;

(ii) not, and shall not direct any other person to, exercise any right or remedy for the enforcement, collection, or recovery of any of the Term Loan Claims against the Company Parties other than in accordance with this Agreement and/or the Definitive Documents;

(iii) give any notice, order, instruction, or direction to the applicable Term Loan Agent necessary to give effect to the Restructuring Transactions, so long as the Consenting Term Loan Lenders are not required to incur any out-of-pocket costs or provide any indemnity in connection therewith;

(iv) negotiate in good faith regarding the form of the applicable Definitive Documents, and execute the Definitive Documents, provided that no Consenting Term Loan Lender shall be obligated to agree to any Definitive Document that is inconsistent with the Restructuring Term Sheet;

(v) take any and all commercially reasonable and appropriate actions in furtherance of the Restructuring Transactions, as contemplated under this Agreement and the Restructuring Term Sheet;

(vi) support the Restructuring Transactions and to act in good faith and take any and all actions necessary to consummate the Restructuring Transactions, in a timely manner, including by (x) negotiating and consulting in good faith with the Company Parties regarding the terms and conditions of the Definitive Documents to which it is a party, (y) entering into and performing under the terms of each of the Definitive Documents, and (z) agreeing to support any and all release, exculpation, and/or indemnity provision contained within any of the Definitive Documents, including the mutual release, exculpation, and injunction provisions to be provided in the Plan consistent with the Restructuring Term Sheet, solely to the extent that any such release, exculpation, and/or indemnity provision is consistent with the release, exculpation, and/or indemnity provisions in this Agreement and the Restructuring Term Sheet;

(vii) to the extent any legal or structural impediment that would prevent, hinder, or delay the consummation of the Restructuring Transactions, negotiate in good faith appropriate additional or alternative provisions to address any such impediment; provided that the economic outcome for the Consenting Term Loan Lenders, the anticipated timing of the closing, and other material terms of this Agreement and the Restructuring Term Sheet must be substantially preserved in any such alternate provisions; and

(viii) refrain from directly or indirectly seeking, supporting, negotiating, engaging in any discussions relating to, or soliciting any Alternative Restructuring Proposal;

(b) During the Agreement Effective Period, each Consenting Term Loan Lender, severally and not jointly, agrees in respect of all of its Term Loan Claims held that it shall not directly or indirectly, and shall not direct any other Entity to:

(i) object to, delay, impede, or take any action that is reasonably likely to interfere with acceptance, implementation, or consummation of the Restructuring Transactions;

(ii) solicit, pursue, propose, file, support, or vote for any Alternative Restructuring Proposal;

(iii) file any motion, pleading, or other document with the Bankruptcy Court or any other court (including any modifications or amendments thereof) that, in whole or in part, is not materially consistent with this Agreement, the Restructuring Term Sheet, the Plan, or the Restructuring Transactions;

(iv) exercise, or direct any other person to exercise, any right or remedy for the enforcement, collection, or recovery of any Term Loan Claims, other than in accordance with the terms of this Agreement and/or the Definitive Documents;

(v) initiate, or have initiated on its behalf, any litigation or proceeding of any kind with respect to this Agreement, any of the Restructuring Transactions, or the Chapter 11 Cases contemplated herein against the Company Parties or the other Parties other than to enforce this Agreement, the Restructuring Term Sheet or any Definitive Document, to effectuate the

Restructuring Transactions in accordance therewith, or as otherwise permitted under this Agreement;

(vi) object to, delay, or impede (A) the payment of reasonable and documented fees and expenses incurred under any engagement letters or reimbursement letters for any professional advisors to the Company Parties, Consenting Term Loan Lenders or the Ad Hoc Group in existence as of the Agreement Effective Date to the extent that copies of such engagement or reimbursement letters have been provided to Gibson Dunn at least two (2) days prior to the Agreement Effective Date and have not thereafter been modified (such engagement and reimbursement letters, the “**Disclosed Letters**”) or (B) orders of the Bankruptcy Court approving and authorizing (1) the retention of any such advisors by the Company Parties in accordance with the Disclosed Letters and (2) the payment of reasonable and documented fees and expenses incurred under the Disclosed Letters, provided, however, that notwithstanding anything to the contrary herein, any incremental incentive or transaction fees set forth in the Disclosed Letters that are payable based on consummation of a Restructuring without the commencement of one or more chapter 11 cases shall be subject to the written consent of the Required Consenting Term Loan Lenders; and

(vii) object to, delay, impede, or take any other action to interfere with the Company Parties’ ownership and possession of their assets, wherever located, or, interfere with the automatic stay arising under section 362 of the Bankruptcy Code; provided, however, that nothing in this Agreement shall limit the right of any party hereto to exercise any right or remedy provided under this Agreement, the Confirmation Order, or any other Definitive Document.

Section 3. Additional Provisions Regarding the Consenting Term Loan Lenders’ Commitments. Notwithstanding anything contained in this Agreement, and notwithstanding any delivery of a consent or vote to accept the Plan by any Consenting Term Loan Lender, or any acceptance of the Plan by any class of creditors, nothing in this Agreement shall:

(a) be construed to prohibit any Consenting Term Loan Lender from contesting whether any matter, fact, or thing is a breach of, or is inconsistent with, this Agreement or any Definitive Document;

(b) be construed to prohibit any Consenting Term Loan Lender from appearing as a party in interest in any matter to be adjudicated in a Chapter 11 Case, so long as such appearance and the positions advocated in connection therewith are not materially inconsistent with this Agreement or any Definitive Document and are not for the purpose of delaying, interfering, impeding, or taking any other action to delay, interfere, or impede, directly or indirectly, the Restructuring Transactions;

(c) affect the ability of any Consenting Term Loan Lender to consult with any other Consenting Term Loan Lender, the Company Parties, or any other party in interest (including any official committee and the United States Trustee), subject to any applicable Confidentiality Agreements;

(d) impair or waive the rights of any Consenting Term Loan Lender to assert or raise any objection not prohibited under this Agreement;

(e) prevent any Consenting Term Loan Lender from enforcing this Agreement or a Definitive Document;

(f) obligate a Consenting Term Loan Lender to deliver a vote to support the Plan after the Termination Date (other than a Termination Date as a result of the occurrence of the Effective Date), or prohibit a Consenting Term Loan Lender from withdrawing such vote from and after the Termination Date (other than a Termination Date as a result of the occurrence of the Effective Date); provided that, upon the withdrawal of any such vote after the Termination Date (other than a Termination Date as a result of the occurrence of the Effective Date), such vote shall be deemed void *ab initio*, and such Consenting Term Loan Lender shall have the opportunity to change its vote;

(g) (i) prevent any Consenting Term Loan Lender from taking any action that is required by applicable Law, (ii) require any Consenting Term Loan Lender to take any action that is prohibited by applicable Law or to waive or forego the benefit of any applicable legal privilege, or (iii) incur any expenses, liabilities, or other obligations, or agree to any commitments, undertakings, concessions, indemnities, or other arrangements that could result in expenses, liabilities, or other obligations; provided, however, that if any Consenting Term Loan Lender proposes to take any action that is otherwise materially inconsistent with this Agreement in order to comply with applicable Law, such Consenting Term Loan Lender shall provide at least five (5) Business Days' advance notice to the Company Parties to the extent the provision of notice is practicable and legally permissible under the circumstances;

(h) prevent any Consenting Term Loan Lender by reason of this Agreement or the Restructuring Transactions from making, seeking, or receiving any regulatory filings, notifications, consents, determinations, authorizations, permits, approvals, licenses, or the like; or

(i) prohibit any Consenting Term Loan Lender from taking any action that is not inconsistent with this Agreement or a Definitive Document.

Section 4. *Commitments of the Company Parties.*

4.01. Affirmative Commitments. Except as set forth in Section 5, during the Agreement Effective Period, the Company Parties shall:

(a) support and take all steps reasonably necessary and desirable to consummate the Restructuring Transactions in accordance with this Agreement, including by timely complying with the Milestones and the terms of any Definitive Document;

(b) to the extent any legal or structural impediment arises that would prevent, hinder, or delay the consummation of the Restructuring Transactions contemplated herein, support and take all steps reasonably necessary and desirable to address and resolve any such impediment;

(c) use commercially reasonable efforts to obtain any and all required governmental, regulatory (including self-regulatory), and/or third-party approvals for the Restructuring Transactions;

(d) negotiate in good faith and execute and deliver the Definitive Documents and any other required agreements to effectuate and consummate the Restructuring Transactions as contemplated by this Agreement;

(e) actively oppose and object to the efforts of any person seeking to object to, delay, impede, or take any other action to interfere with the acceptance, implementation, or consummation of the Restructuring Transactions (including, if applicable, the filing of timely filed objections or written responses) to the extent such opposition or objection is reasonably necessary or desirable to facilitate implementation of the Restructuring Transactions;

(f) consult and negotiate in good faith with the Consenting Term Loan Lenders and their advisors regarding the execution and implementation of the Restructuring Transactions;

(g) upon reasonable request of the Consenting Term Loan Lenders, inform the advisors to the Consenting Term Loan Lenders as to (i) the status and progress of the Restructuring Transactions, including progress in relation to the negotiations of the Definitive Documents, and (ii) the status of obtaining any necessary or desirable authorizations (including any consents) from each Consenting Term Loan Lender, any competent judicial body, governmental authority, banking, taxation, supervisory, or regulatory body, or any stock exchange; provided, that, notwithstanding the foregoing, the Company Parties shall not be required to (1) permit any inspection, or to disclose any information, that in the reasonable judgment of the Company Parties, would cause the Company to violate its respective obligations with respect to confidentiality to a third party if the Company Parties used its commercially reasonable efforts to obtain, but failed to obtain, the consent of such third party to such disclosure, (2) to disclose any legally privileged information of the Company Parties, or (3) to violate applicable Law;

(h) inform Gibson Dunn as soon as reasonably practicable after becoming aware of: (i) any event or circumstance that has occurred, or that is reasonably likely to occur (and if it did so occur), that would permit any Party to terminate, or that would result in the termination of, this Agreement; (ii) any matter or circumstance that they know, or suspect is likely, to be a material impediment to the implementation or consummation of the Restructuring Transactions; (iii) any notice of any commencement of any material involuntary Insolvency Proceedings, legal suit for payment of debt, or securement of security from or by any person in respect of any Company Party or any subsidiary or affiliate of a Company Party; (iv) a breach of this Agreement (including a breach by any Company Party); and (v) any representation or statement made or deemed to be made by any of them under this Agreement that is or proves to have been materially incorrect or misleading in any respect when made or deemed to be made;

(i) use commercially reasonable efforts to maintain their good standing under the Laws of the state or other jurisdiction in which they are incorporated or organized;

(j) not (i) operate their business outside the ordinary course, taking into account the Restructuring Transactions, without the consent of the Required Consenting Term Loan Lenders (not to be unreasonably withheld) or (ii) transfer any asset or right of the Company Parties or any asset or right used in the business of the Company Parties to any person or entity outside the ordinary course of business without the consent of the Required Consenting Term Loan Lenders (not to be unreasonably withheld);

(k) provide the Consenting Term Loan Lenders with reasonable access to information regarding the operations of the Company Parties subject to any confidentiality agreements executed between the Consenting Term Loan Lenders and the Company (and excluding any privileged information);

(l) on or after the date hereof, not engage in any material merger, consolidation, disposition, acquisition, investment, dividend, incurrence of indebtedness, or other similar transaction outside of the ordinary course of business other than the Restructuring Transactions;

(m) use commercially reasonable efforts to (i) provide Gibson Dunn with a reasonable opportunity to review draft copies of all First Day Pleadings and second day motions and proposed orders and, (ii) to the extent reasonably practicable, provide Gibson Dunn a reasonable opportunity to review and provide comments on draft copies of all other substantive documents that the Debtors intend to file with the Bankruptcy Court;

(n) pay the Consenting Term Loan Lender Fees and Expenses in accordance with this Agreement, the terms set forth in any order approving the use of cash collateral, and any other Definitive Document;

(o) disclose, and make generally available to the public, all “Cleansing Material” (as such term is defined or otherwise described in an applicable Confidentiality Agreement) to the extent required under any Confidentiality Agreement with any Consenting Term Loan Lender, and in accordance with the Milestones and the applicable Confidentiality Agreements;

(p) to the extent applicable, object to any motion filed with the Bankruptcy Court by any person (A) seeking the entry of an order terminating the Debtors’ exclusive right to file and/or solicit acceptances of a plan of reorganization or (B) seeking the entry of an order terminating, annulling, or modifying the automatic stay (as set forth in section 362 of the Bankruptcy Code) with regard to any material asset that, to the extent such relief was granted, would have a material adverse effect on or delay of the consummation of the Restructuring Transactions; and

(q) to the extent applicable, not file any pleading seeking entry of an order, and object, in a reasonable manner, to any motion filed with the Bankruptcy Court by any person seeking the entry of an order, (A) directing the appointment of an examiner with expanded powers beyond those set forth in section 1106(a)(3) and (4) of the Bankruptcy Code or a trustee under section 1104 of the Bankruptcy Code, (B) converting the Chapter 11 Cases to cases under chapter 7 of the Bankruptcy Code, (C) dismissing the Chapter 11 Cases, or (D) for relief that (1) is inconsistent with this Agreement in any material respect or (2) would reasonably be expected to frustrate the purposes of this Agreement, including by preventing or delaying the consummation of the Restructuring Transactions

4.02. Negative Commitments. Except as set forth in Section 5, during the Agreement Effective Period, each of the Company Parties shall not directly or indirectly:

(a) object to, delay, impede, or take any other action to interfere with acceptance, implementation, or consummation of the Restructuring Transactions;

(b) take any action that is inconsistent with, or is intended to frustrate, delay or impede approval, implementation, and consummation of the Restructuring Transactions described in this Agreement and the Definitive Documents;

(c) modify the Plan or other Definitive Documents, in whole or in part, in a manner that is not consistent with this Agreement and the Definitive Documents;

(d) file any motion, pleading, or other Definitive Documents with the Bankruptcy Court or any other court (including any modifications or amendments thereof) that, in whole or in part, is not consistent with this Agreement and the Definitive Documents; or

(e) make or declare any dividends, distributions, or other payments on account of its equity or membership interests, as applicable (other than as set forth in the Restructuring Term Sheet).

Section 5. *Additional Provisions Regarding Company Parties' Commitments.*

5.01. Notwithstanding anything to the contrary in this Agreement, nothing in this Agreement shall require a Company Party or the board of directors, board of managers, or similar governing body of a Company Party, after consulting with internal and external counsel, to take any action or to refrain from taking any action with respect to the Restructuring Transactions to the extent taking or failing to take such action would be inconsistent with applicable Law or its fiduciary obligations under applicable Law, and any such action or inaction pursuant to this Section 5.01 shall not be deemed to constitute a breach of this Agreement (other than a failure to comply with this Section 5); provided that the Company Parties shall notify counsel to the Consenting Term Loan Lenders in writing promptly in the event of any such determination (and in any event no later than two (2) Business Days following such determination). Notwithstanding anything to the contrary herein, each Consenting Term Loan Lender reserves its rights to challenge any action or inaction taken in the exercise of such fiduciary duties.

5.02. Notwithstanding anything to the contrary in this Agreement (but subject to Section 5.01), each Company Party and their respective directors, officers, employees, investment bankers, attorneys, accountants, consultants, and other advisors or representatives shall not have the right to seek or solicit any Alternative Restructuring Proposals, but shall have the rights to: (a) consider, respond to, and facilitate Alternative Restructuring Proposals; (b) provide access to non-public information concerning any Company Party to any Entity or enter into Confidentiality Agreements or nondisclosure agreements with any Entity; (c) maintain or continue discussions or negotiations with respect to Alternative Restructuring Proposals; (d) otherwise cooperate with, assist, participate in, or facilitate any inquiries, proposals, discussions, or negotiation of Alternative Restructuring Proposals; and (e) enter into or continue discussions or negotiations with holders of Claims against or Interests in a Company Party (including any Consenting Term Loan Lender), any other party in interest in the Chapter 11 Cases (including any official committee and the United States Trustee), or any other Entity regarding the Restructuring Transactions or Alternative Restructuring Proposals; *provided* that if any Company Party receives an Alternative Restructuring Proposal, the Company Parties shall (i) provide copies of any such Alternative Restructuring Proposal received to the financial and legal advisors of the Ad Hoc Group no later than two (2) Business Days following receipt thereof by any of the Company Parties and (ii)

provide such information to the financial and legal advisors to the Ad Hoc Group as reasonably requested or necessary to keep the Ad Hoc Group reasonably informed as to the status and substance of such discussions.

5.03. Notwithstanding anything to the contrary herein, nothing in this Agreement shall create or impose any additional fiduciary obligations upon any Company Party or any of the Consenting Term Loan Lenders, or any members, partners, managers, managing members, officers, directors, employees, advisors, principals, attorneys, professionals, accountants, investment bankers, consultants, agents or other representatives of the same or their respective affiliated entities, in such person's capacity as a member, partner, manager, managing member, officer, director, employee, advisor, principal, attorney, professional, accountant, investment banker, consultant, agent or other representative of such Party, that such entities did not have prior to the Agreement Effective Date.

5.04. Nothing in this Agreement shall: (a) impair or waive the rights of any Company Party to assert or raise any objection permitted under this Agreement in connection with the Restructuring Transactions; or (b) prevent any Company Party from enforcing this Agreement or contesting whether any matter, fact, or thing is a breach of, or is inconsistent with, this Agreement.

Section 6. *Voting and Motions.*

6.01. Consenting Term Loan Lender Voting and Motions.

If the Chapter 11 Cases are commenced:

(a) During the Agreement Effective Period, each Consenting Term Loan Lender that is entitled to vote to accept or reject the Plan pursuant to its terms agrees that it shall, subject to receipt by such Consenting Term Loan Lender of the Solicitation Materials:

(i) timely vote (or cause to be timely voted) each of its Term Loan Claims to accept the Plan by delivering its duly executed and completed ballot accepting the Plan following the commencement of the solicitation of the Plan and its actual receipt of the Solicitation Materials and the ballot;

(ii) to the extent it is permitted to elect whether to opt out of the releases set forth in the Plan, elect not to opt out of the releases set forth in the Plan by timely delivering its duly executed and completed ballot(s) indicating such election; and

(iii) not change, withdraw, amend, or revoke (or cause to be changed, withdrawn, amended, or revoked) any vote or election referred to in clauses (a)(i) and (ii) above; provided, however, that nothing in this Agreement shall prevent any Party from withholding, amending, or revoking (or causing the same) its timely consent or vote with respect to the Plan if this Agreement has been terminated in accordance with its terms with respect to such Party.

Notwithstanding any other provision of this Agreement, including this Section 6.01, nothing in this Agreement shall require any Consenting Term Loan Lender to (i) incur any material expenses, liabilities, or other obligations, or agree to any commitments, undertakings, concessions, indemnities, or other arrangements that could result in expenses, liabilities, or other obligations to

any Consenting Term Loan Lender or its Affiliates other than as expressly provided in this Agreement (including the Restructuring Term Sheet) or (ii) provide any information that it determines, in its sole discretion, to be sensitive or confidential.

(b) During the Agreement Effective Period, each Consenting Term Loan Lender, in respect of each of its Term Loan Claims, will support, and will not directly or indirectly object to, delay, impede, or take any other action reasonably likely to interfere with any motion or other pleading or document filed by a Company Party in the Bankruptcy Court that is explicitly contemplated by and in accordance with this Agreement (including but not limited to any requirements of the Debtors to provide advance copies of such motion or pleading to the Consenting Term Loan Lenders).

Section 7. *Transfer of Interests and Securities*

7.01. After the Agreement Effective Date, no Consenting Term Loan Lender shall Transfer any ownership (including any beneficial ownership as defined in the Rule 13d-3 under the Exchange Act) in any Term Loan Claims to any affiliated or unaffiliated party, including any party in which it may hold a direct or indirect beneficial interest, unless either: (i) the transferee executes and delivers to counsel to the Company Parties and Gibson Dunn, at or before the time of the proposed Transfer, a Transfer Agreement; or (ii) the transferee is a Consenting Term Loan Lender and the transferee provides notice of such Transfer (including the amount of Term Loan Claim Transferred) to counsel to the Company Parties and Gibson Dunn at or before the time of the proposed Transfer.

7.02. Upon compliance with the requirements of Section 7.01, the transferor shall be deemed to relinquish its rights (and be released from its obligations) under this Agreement to the extent of the rights and obligations in respect of such transferred Term Loan Claim, except as provided under Section 13.17 of this Agreement. Any Transfer in violation of Section 7.01 shall be void *ab initio*.

7.03. This Agreement shall in no way be construed to preclude the Consenting Term Loan Lenders from acquiring additional Term Loan Claims; provided, however, that (a) such additional Term Loan Claims shall automatically and immediately upon acquisition by a Consenting Term Loan Lender be deemed subject to the terms of this Agreement (regardless of when or whether notice of such acquisition is given to counsel to the Company Parties or Gibson Dunn) and (b) such Consenting Term Loan Lender must provide notice of such acquisition (including the amount of Term Loan Claims acquired) to counsel to the Company Parties and Gibson Dunn within five (5) Business Days of such acquisition.

7.04. This Section 7 shall not impose any obligation on any Company Party to issue any “cleansing letter” or otherwise publicly disclose information for the purpose of enabling a Consenting Term Loan Lender to Transfer any of its Term Loan Claims. Notwithstanding anything to the contrary herein, to the extent a Company Party and another Party have entered into a Confidentiality Agreement, the terms of such Confidentiality Agreement shall continue to apply and remain in full force and effect according to its terms, and this Agreement does not supersede any rights or obligations otherwise arising under such Confidentiality Agreement.

7.05. Notwithstanding Section 7.01, a Qualified Marketmaker that acquires any Claims or Interests (including Term Loan Claims) with the purpose and intent of acting as a Qualified Marketmaker for such Claims or Interests shall not be required to execute and deliver a Transfer Agreement in respect of such Claims or Interests if such Qualified Marketmaker subsequently transfers such Claims or Interests (by purchase, sale assignment, participation, or otherwise) within five (5) Business Days of its acquisition to a transferee that is an entity that is not an affiliate, affiliated fund, or affiliated entity with a common investment advisor. To the extent that a Consenting Term Loan Lender is acting in its capacity as a Qualified Marketmaker, it may Transfer (by purchase, sale, assignment, participation, or otherwise) any right, title, or interests in Claims or Interests (including Term Loan Claims) that the Qualified Marketmaker acquires from a holder of the Claims or Interests who is not a Consenting Term Loan Lender without the requirement that the transferee be a Permitted Transferee. A Consenting Term Loan Lender that is a Qualified Marketmaker with respect to the Term Loan Claims or Interests on or before the date hereof shall be a Consenting Term Loan Lender hereunder solely with respect to the Term Loan Claims listed on such signature pages and shall not be required to comply with this Agreement for any other Claims and/or Interests (including Term Loan Claims) it may hold from time to time in its role as a Qualified Marketmaker.

7.06. The Company Parties understand that the Consenting Term Loan Lenders are engaged in a wide range of financial services and businesses, and, in furtherance of the foregoing, the Company Parties acknowledge and agree that the obligations set forth in this Agreement shall only apply to the trading desk(s) and/or business group(s) of the Consenting Term Loan Lender that principally manage and/or supervise the Consenting Term Loan Lender's investment in the Company Parties, and shall not apply to any other trading desk or business group of the Consenting Term Loan Lender, so long as they are not acting at the direction or for the benefit of such Consenting Term Loan Lender or in connection with such Consenting Term Loan Lender's investment in the Company Parties.

7.07. Notwithstanding anything to the contrary in this Section 7, the restrictions on Transfer set forth in this Section 7 shall not apply to the grant of any liens or encumbrances on any claims and interests in favor of a bank or broker-dealer holding custody of such claims and interests in the ordinary course of business and which lien or encumbrance is released upon the Transfer of such claims and interests.

Section 8. *Representations and Warranties of Consenting Term Loan Lenders.* Each Consenting Term Loan Lender severally, and not jointly, represents and warrants that, as of the date such Consenting Term Loan Lender executes and delivers this Agreement and as of the Effective Date:

(a) it is the beneficial or record owner of the face amount of the Term Loan Claims, or is the nominee, investment manager, or advisor for beneficial holders of the Term Loan Claims reflected in, and it is not the beneficial or record owner of any Term Loan Claims other than those reflected in such Consenting Term Loan Lender's signature page to this Agreement, a Joinder, or a Transfer Agreement, as applicable (as may be updated pursuant to Section 7);

(b) it has the full power and authority to act on behalf of, vote and consent to matters concerning, such Term Loan Claims;

(c) such Term Loan Claims are free and clear of any pledge, lien, security interest, charge, claim, equity, option, proxy, voting restriction, right of first refusal, or other limitation on disposition, transfer, or encumbrances of any kind, that would adversely affect in any way such Consenting Term Loan Lender's ability to perform any of its obligations under this Agreement at the time such obligations are required to be performed; and

(d) it has the full power to vote, approve changes to, and transfer all of its Term Loan Claims referable to it as contemplated by this Agreement subject to applicable Law.

Section 9. *Representations and Warranties of Company Parties.* Each Company Party jointly and severally, represents and warrants that as of the date such Company Party executes and delivers this Agreement and as of the Effective Date:

(a) to the best of its knowledge having made all reasonable inquiries, no order has been made, petition presented, or resolution passed for the winding up of or appointment of a liquidator, receiver, administrative receiver, administrator, compulsory manager, or other similar officer in respect of it or any other Company Party or affiliate or subsidiary of any Company Party, and no analogous procedure has been commenced in any jurisdiction; provided, however, that this Section 9 does not apply to any proceeding commenced in connection with filing the Chapter 11 Cases; and

(b) except as expressly provided for in this Agreement, it has not entered into any arrangement (including with any individual creditor thereunder, irrespective of whether it is or is to become a Consenting Term Loan Lender) on terms that are not reflected in the Restructuring Term Sheet.

Section 10. *Mutual Representations, Warranties, and Covenants; Further Assurances.* Each of the Parties represents, warrants, and covenants to each other Party, as of the date such Party executed and delivers this Agreement:

(a) it is validly existing and in good standing (or the equivalent thereof) under the Laws of the jurisdiction of its organization, and this Agreement is a legal, valid, and binding obligation of such Party, enforceable against it in accordance with its terms, except as enforcement may be limited by applicable Laws relating to or limiting creditors' rights generally or by equitable principles relating to enforceability;

(b) except as expressly provided in this Agreement, the Plan, the Restructuring Term Sheet, and the Bankruptcy Code (or as reasonably determined by the Company Parties and the Required Consenting Term Loan Lenders upon advice of counsel), no consent or approval is required by a governmental authority, banking, taxation, supervisory, or regulatory body or any stock exchange, third party, or any other person or entity in order for it to effectuate the Restructuring Transactions contemplated by, or perform its respective obligations under, this Agreement other than any such consent or approval which has been obtained, provided, or otherwise satisfied prior to the Agreement Effective Date and which consent or approval has not been subsequently revoked;

(c) the entry into and performance by it of, and the transactions contemplated by, this Agreement do not, and will not, conflict in any material respect with any Law or regulation

applicable to it or with any of its articles of association, memorandum of association or other constitutional documents;

(d) except as expressly provided in this Agreement, it has (or will have, at the relevant time) all requisite corporate or other power and authority to enter into, execute, and deliver this Agreement and to effectuate the Restructuring Transactions contemplated by, and perform its respective obligations under, this Agreement; and

(e) except as expressly provided by this Agreement, it is not party to any restructuring or similar agreements or arrangements with the other Parties to this Agreement that have not been disclosed to all Parties to this Agreement.

Section 11. *Termination Events.*

11.01. Consenting Term Loan Lender Termination Events. This Agreement may be terminated as to all Parties by the Required Consenting Term Loan Lenders, by the delivery to the Company Parties of a written notice in accordance with Section 13.10 hereof, upon the occurrence and continuation of any of the following events, in each case, other than as contemplated by the Restructuring Transactions:

(a) (i) the breach in any respect by a Company Party of any of the undertakings, representations, warranties, or covenants of the Company Parties set forth in this Agreement or (ii) the failure of the Company Parties to act in a manner consistent with this Agreement, which breach or failure remains uncured (to the extent curable) for five (5) Business Days after the Required Consenting Term Loan Lenders transmit a written notice to the Company Parties in accordance with Section 13.10 hereof identifying and detailing such breach;

(b) the making public, modification, amendment, or filing of any of the Definitive Documents without the consent of the applicable Required Consenting Term Loan Lenders (or Super-Majority Consenting Term Loan Lenders, if applicable) in accordance with this Agreement;

(c) any Company Party's (i) withdrawal of the Plan, (ii) public announcement of its intention not to support the Restructuring Transactions, or (iii) filing, public announcement, or execution of a written agreement with respect to an Alternative Restructuring Proposal;

(d) the issuance by any governmental authority, including any regulatory authority or court of competent jurisdiction, of any final, non-appealable ruling or order that (i) enjoins the consummation of a material portion of the Restructuring Transactions, including the Plan, and (ii) either (A) such ruling, judgment, or order has been issued at the request of the Company Parties in contravention of any obligations set forth in this Agreement or (B) remains in effect for five (5) Business Days after the terminating Required Consenting Term Loan Lenders transmit a written notice in accordance with Section 13.10 hereof detailing any such issuance; provided that this termination right may not be exercised by any Party that sought or requested such ruling or order in contravention of any obligation set out in this Agreement;

(e) the failure to meet a Milestone, which has not been waived or extended with the prior written consent of the Required Consenting Term Loan Lenders;

(f) the entry of an order by the Bankruptcy Court, or the filing of a motion or application by any Company Party seeking an order (without the prior written consent of the Required Consenting Term Loan Lenders), (i) converting one or more of the Chapter 11 Cases of a Company Party to a case under chapter 7 of the Bankruptcy Code, (ii) appointing an examiner with expanded powers beyond those set forth in sections 1106(a)(3) and (4) of the Bankruptcy Code or a trustee under section 1104 of the Bankruptcy Code in one or more of the Chapter 11 Cases of a Company Party, (iii) dismissing one or more of the Chapter 11 Cases, (iv) terminating exclusivity under Bankruptcy Code section 1121, or (v) rejecting this Agreement;

(g) if any Company Party (i) voluntarily commences any case or files any petition seeking bankruptcy, winding up, dissolution, liquidation, administration, moratorium, reorganization, or other relief under any federal, state, or foreign bankruptcy, insolvency, administrative receivership, or similar law now or hereafter in effect, except as contemplated by this Agreement, (ii) consents to the institution of, or fails to contest in a timely and appropriate manner, any involuntary proceeding or petition described in the preceding subsection (i), (iii) applies for or consents to the appointment of a receiver, administrator, administrative receiver, trustee, custodian, sequestrator, conservator, or similar official with respect to any Company Party or for a substantial part of such Company Party's assets, (iv) makes a general assignment or arrangement for the benefit of creditors, or (v) takes any corporate action for the purpose of authorizing any of the foregoing;

(h) an order is entered by the Bankruptcy Court granting relief from the automatic stay imposed by section 362 of the Bankruptcy Code authorizing any party to proceed against any material asset of the Company Parties or that would materially and adversely affect any Company Party's ability to operate its business in the ordinary course or implement the Restructuring;

(i) upon the occurrence of a termination event in Section 11.02 of this Agreement.

(j) failure by the Company Parties to pay the fees and expenses set forth in Section 13.22 of this Agreement as and when required, subject to applicable Law including any order approving the use of cash collateral; provided, however, that the Effective Date shall not occur until and unless the fees and expenses set forth in Section 13.22 have been paid in full;

(k) any Company Party files any motion or pleading with the Bankruptcy Court that is not consistent in all material respects with this Agreement and such motion has not been withdrawn within five (5) Business Days of receipt by the Company Parties of written notice from the Required Consenting Term Loan Lenders that such motion or pleading is inconsistent with this Agreement;

(l) a Company Party files any motion, application, or adversary proceeding challenging the validity, enforceability, perfection, or priority of, or seeking avoidance or subordination of, any portion of the Consenting Term Loan Lenders' Claims or asserts any other cause of action against the Consenting Term Loan Lenders or with respect or relating to such Claims, the Term Loan Credit Agreement or any Loan Document (as defined therein) or the prepetition liens securing the Term Loan Claims;

(m) the termination of the consensual use of cash collateral under any order approving the use of cash collateral or post-petition debtor-in-possession financing; and

(n) the Bankruptcy Court enters an order denying confirmation of the Plan pursuant to a final non-appealable order.

11.02. Company Party Termination Events. Any Company Party may terminate this Agreement as to all Parties upon prior written notice to all Parties in accordance with Section 13.10 hereof upon the occurrence of any of the following events:

(a) the breach in any respect by Consenting Term Loan Lenders holding an amount of Term Loans that would result in non-breaching Consenting Term Loan Lenders holding less than two-thirds (66.7%) of the aggregate principal amount of the Term Loans of their undertakings, representations, warranties, or covenants set forth in this Agreement that remains uncured for a period of five (5) Business Days after the receipt by the Company Parties of notice of such breach;

(b) the board of directors, board of managers, or such similar governing body of any Company Party determines, after consulting with internal and external counsel, (i) that proceeding with any of the Restructuring Transactions would be inconsistent with the exercise of its fiduciary duties or applicable Law or (ii) in the exercise of its fiduciary duties, to pursue an Alternative Restructuring Proposal; *provided*, that notwithstanding anything to the contrary herein, each Consenting Term Loan Lender reserves its rights to challenge any action taken in the exercise of such fiduciary duties by filing a motion or other pleading with the Bankruptcy Court;

(c) the issuance by any governmental authority, including any regulatory authority or court of competent jurisdiction, of any final, non-appealable ruling or order that (i) enjoins the consummation of a material portion of the Restructuring Transactions and (ii) remains in effect for five (5) Business Days after such terminating Company Party transmits a written notice in accordance with Section 13.10 hereof detailing any such issuance; provided that this termination right shall not apply to or be exercised to the extent a Company Party sought or requested such ruling or order in contravention of any obligation or restriction set out in this Agreement; or

(d) the Bankruptcy Court enters an order denying confirmation of the Plan pursuant to a final non-appealable order.

11.03. Mutual Termination. This Agreement, and the obligations of all Parties hereunder, may be terminated by mutual written agreement among all of the following: (a) the Required Consenting Term Loan Lenders; and (b) each Company Party.

11.04. Automatic Termination. This Agreement shall terminate automatically without any further required action or notice immediately upon consummation of the Plan on the Effective Date.

11.05. Effect of Termination. Except as set forth in Section 13.17, upon the occurrence of a Termination Date as to a Party, this Agreement shall be of no further force and effect as to such Party and each Party subject to such termination shall be released from its commitments, undertakings, and agreements under or related to this Agreement and shall have the rights and remedies that it would have had, had it not entered into this Agreement, and shall be entitled to

take all actions, whether with respect to the Restructuring Transactions or otherwise, that it would have been entitled to take had it not entered into this Agreement, including with respect to any and all Claims or Causes of Action. Upon the occurrence of a Termination Date prior to the Confirmation Order being entered by the Bankruptcy Court, any and all consents, agreements, undertakings, tenders, waivers, forbearances, ballots, and votes delivered by a Party subject to such termination before a Termination Date shall be deemed, for all purposes, to be null and void from the first instance and shall not be considered or otherwise used in any manner by the Parties in connection with the Restructuring Transactions and this Agreement or otherwise; provided, however, any Consenting Term Loan Lender withdrawing or changing its vote pursuant to this Section 11.05 shall promptly provide written notice of such withdrawal or change to each other Party to this Agreement and, if such withdrawal or change occurs on or after the Petition Date, file notice of such withdrawal or change with the Bankruptcy Court. Notwithstanding anything to the contrary in this Agreement, the foregoing shall not be construed to prohibit a Company Party or any of the Consenting Term Loan Lenders from contesting whether any such termination is in accordance with its terms or to seek enforcement of any rights under this Agreement that arose or existed before a Termination Date. Except as expressly provided in this Agreement, nothing herein is intended to, or does, in any manner, waive, limit, impair, or restrict (a) any right of any Company Party or the ability of any Company Party to protect and preserve its rights (including rights under this Agreement), remedies, and interests, including its claims against any Consenting Term Loan Lenders, and (b) any right of any Consenting Term Loan Lender, or the ability of any Consenting Term Loan Lender, to protect and preserve its rights (including rights under this Agreement), remedies, and interests, including its claims against any Company Party or Consenting Term Loan Lenders. No purported termination of this Agreement shall be effective under this Section 11.05 or otherwise if the Party seeking to terminate this Agreement is in material breach of this Agreement, except a termination pursuant to Section 11.02(b) or Section 11.02(d). Nothing in this Section 11.05 shall restrict any Company Party's right to terminate this Agreement in accordance with Section 11.02(b).

11.06. The Company Parties acknowledge that after the Petition Date, the giving of notice of termination by any Party pursuant to this Agreement shall not be considered a violation of the automatic stay of section 362 of the Bankruptcy Code; provided, that nothing herein shall prejudice any Party's right to argue that the giving of notice of termination was not proper under the terms of this Agreement.

Section 12. *Amendments and Waivers.*

(a) This Agreement and any exhibits or schedules hereto (including but not limited to the Restructuring Term Sheet and the Definitive Documents) may not be modified, amended, or supplemented, and no condition or requirement of this Agreement may be waived, in any manner except in accordance with this Section 12.

(b) This Agreement may be modified, amended, or supplemented, or a condition or requirement of this Agreement may be waived, in a writing signed by (i) each Company Party and (ii) the Required Consenting Term Loan Lenders (email being sufficient); provided, however, that (A) any modification, amendment or supplement to the Restructuring Term Sheet shall require the consent of the Super-Majority Consenting Term Loan Lenders (email being sufficient), and (B) if the proposed modification, amendment, waiver, or supplement has a material, disproportionate (as

compared to other Consenting Term Loan Lenders holding claims within the same class as provided for in the Restructuring Term Sheet), and adverse effect on any of the Term Loan Claims held by such Consenting Term Loan Lenders, as applicable, then the consent of each such affected Consenting Term Loan Lender shall also be required to effectuate such modification, amendment, waiver or supplement.

(c) Any proposed modification, amendment, waiver, or supplement that does not comply with this Section 12 shall be ineffective and void *ab initio*.

(d) The waiver by any Party of a breach of any provision of this Agreement shall not operate or be construed as a further or continuing waiver of such breach or as a waiver of any other or subsequent breach. No failure on the part of any Party to exercise, and no delay in exercising, any right, power or remedy under this Agreement shall operate as a waiver of any such right, power or remedy or any provision of this Agreement, nor shall any single or partial exercise of such right, power or remedy by such Party preclude any other or further exercise of such right, power or remedy or the exercise of any other right, power or remedy. All remedies under this Agreement are cumulative and are not exclusive of any other remedies provided by Law.

Section 13. *Miscellaneous.*

13.01. Acknowledgement. Notwithstanding any other provision herein, this Agreement is not and shall not be deemed to be an offer with respect to any securities or solicitation of votes for the acceptance of a plan of reorganization for purposes of sections 1125 and 1126 of the Bankruptcy Code or otherwise. Any such offer or solicitation will be made only in compliance with all applicable securities Laws, provisions of the Bankruptcy Code, and/or other applicable Law.

13.02. Exhibits Incorporated by Reference; Conflicts. Each of the exhibits, annexes, signatures pages, and schedules attached hereto is expressly incorporated herein and made a part of this Agreement, and all references to this Agreement shall include such exhibits, annexes, and schedules. In the event of any inconsistency between this Agreement (without reference to the exhibits, annexes, and schedules hereto) and the exhibits, annexes, and schedules hereto, this Agreement (without reference to the exhibits, annexes, and schedules thereto) shall govern.

13.03. Further Assurances. Subject to the other terms of this Agreement, the Parties agree to execute and deliver such other instruments and perform such acts, in addition to the matters herein specified, as may be reasonably appropriate or necessary, or as may be required by order of the Bankruptcy Court, from time to time, to effectuate the Restructuring Transactions, as applicable; provided however that this Section 13.03 shall not limit the right of any party hereto to exercise any right or remedy provided for in this Agreement (including the approval rights set forth in Section 2.03).

13.04. Complete Agreement. Except as otherwise explicitly provided herein, this Agreement constitutes the entire agreement among the Parties with respect to the subject matter hereof and supersedes all prior agreements, oral or written, among the Parties with respect thereto, other than any Confidentiality Agreement.

13.05. GOVERNING LAW; SUBMISSION TO JURISDICTION; SELECTION OF FORUM. THIS AGREEMENT IS TO BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED IN SUCH STATE, WITHOUT GIVING EFFECT TO THE CONFLICT OF LAWS PRINCIPLES THEREOF. Notwithstanding the foregoing consent to jurisdiction in either a state or federal court of competent jurisdiction in the State and County of New York, upon the commencement of the Chapter 11 Cases, each of the Parties hereby agrees that, if the Chapter 11 Cases are pending, the Bankruptcy Court shall have exclusive jurisdiction over all matters arising out of or in connection with this Agreement. Each Party hereto agrees that it shall bring any action or proceeding in respect of any claim arising out of or related to this Agreement, to the extent possible, in the Bankruptcy Court, and solely in connection with claims arising under this Agreement: (a) irrevocably submits to the exclusive jurisdiction of the Bankruptcy Court; (b) waives any objection to laying venue in any such action or proceeding in the Bankruptcy Court; and (c) waives any objection that the Bankruptcy Court is an inconvenient forum or does not have jurisdiction over any Party hereto.

13.06. TRIAL BY JURY WAIVER. EACH PARTY HERETO IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

13.07. Execution of Agreement. This Agreement may be executed and delivered in any number of counterparts and by way of electronic signature and delivery, each such counterpart, when executed and delivered, shall be deemed an original, and all of which together shall constitute the same agreement. Except as expressly provided in this Agreement, each individual executing this Agreement on behalf of a Party has been duly authorized and empowered to execute and deliver this Agreement on behalf of said Party.

13.08. Rules of Construction. This Agreement is the product of negotiations among the Company Parties and the Consenting Term Loan Lenders, and in the enforcement or interpretation hereof, is to be interpreted in a neutral manner, and any presumption with regard to interpretation for or against any Party by reason of that Party having drafted or caused to be drafted this Agreement, or any portion hereof, shall not be effective in regard to the interpretation hereof. The Company Parties and the Ad Hoc Group were each represented by counsel during the negotiations and drafting of this Agreement and continue to be represented by counsel.

13.09. Successors and Assigns; Third Parties. This Agreement is intended to bind and inure to the benefit of the Parties and their respective successors and permitted assigns, as applicable. There are no third-party beneficiaries under this Agreement, and the rights or obligations of any Party under this Agreement may not be assigned, delegated, or transferred to any other person or entity.

13.10. Notices. All notices hereunder shall be deemed given if in writing and delivered, by electronic mail, courier, or registered or certified mail (return receipt requested), to the following addresses (or at such other addresses as shall be specified by like notice):

- (a) if to a Company Party, to:

Tailored Brands, Inc.
6100 Stevenson Boulevard
Fremont, California 94538
Attention: A. Alexander Rhodes, General Counsel
E-mail address: sandy.rhodes@tailoredbrands.com

with copies to:

Kirkland & Ellis LLP
601 Lexington Avenue
New York, NY 10022
Attention: Christopher Marcus, Josh Sussberg, Aparna Yenamandra, and Anne G. Wallice
E-mail address: cmarcus@kirkland.com
jsussberg@kirkland.com
aparna.yenamandra@kirkland.com
anne.wallice@kirkland.com

(b) if to a Consenting Term Loan Lender, to each Consenting Term Loan Lender at the addresses or e-mail addresses set forth below the Consenting Term Loan Lender's signature page to this Agreement (or to the signature page to a Joinder or Transfer Agreement in the case of any Consenting Term Loan Lender that becomes a party hereto after the Agreement Effective Date):

with copies to:

Gibson, Dunn & Crutcher LLP
200 Park Avenue
New York, New York 10166
Attention: Scott J. Greenberg, Steven A. Domanowski, Matt J. Williams, Keith R. Martorana, and Jeremy D. Evans
E-mail address: sgreenberg@gibsondunn.com
mjwilliams@gibsondunn.com
sdomanowski@gibsondunn.com
kmartorana@gibsondunn.com
jevans@gibsondunn.com

Any notice given by delivery, mail, or courier shall be effective when received.

13.11. Independent Due Diligence and Decision Making. Each Consenting Term Loan Lender hereby confirms that its decision to execute this Agreement has been based upon its independent investigation of the operations, businesses, financial and other conditions, and prospects of the Company Parties.

13.12. Enforceability of Agreement. The Parties hereby acknowledge and agree: (a) that the provision of any notice or exercise of termination rights under this Agreement is not prohibited by the automatic stay provisions of the Bankruptcy Code; (b) that they waive any right to assert that the exercise of any notice or termination rights under this Agreement is subject to the

automatic stay provisions of the Bankruptcy Code and expressly stipulates and consents hereunder to the prospective modification of the automatic stay provisions of the Bankruptcy Code for purposes of exercising notice and termination rights under this Agreement, to the extent the Bankruptcy Court determines that such relief is required; (c) that they shall not take a position to the contrary of this Section 13.12 in the Bankruptcy Court or any other court of competent jurisdiction; and (d) they will not initiate, or assert in, any litigation or other legal proceeding that this Section 13.12 is illegal, invalid, or unenforceable, in whole or in part.

13.13. Waiver. If the Restructuring Transactions are not consummated, or if this Agreement is terminated for any reason other than pursuant to Section 11.04 hereof, the Parties fully reserve any and all of their rights. Pursuant to Federal Rule of Evidence 408 and any other applicable rules of evidence, this Agreement and all negotiations relating hereto shall not be admissible into evidence in any proceeding other than a proceeding to enforce its terms or the payment of damages to which a Party may be entitled under this Agreement.

13.14. Specific Performance. It is understood and agreed by the Parties that money damages would be an insufficient remedy for any breach of this Agreement by any Party, and each non-breaching Party shall be entitled to specific performance and injunctive or other equitable relief (without the posting of any bond and without proof of actual damages) as a remedy of any such breach, including an order of the Bankruptcy Court or other court of competent jurisdiction requiring any Party to comply promptly with any of its obligations hereunder.

13.15. Several, Not Joint, Claims. Except where otherwise specified, the agreements, representations, warranties, and obligations of the Parties under this Agreement are, in all respects, several and not joint.

13.16. Severability and Construction. If any provision of this Agreement shall be held by a court of competent jurisdiction to be illegal, invalid, or unenforceable, the remaining provisions shall remain in full force and effect if essential terms and conditions of this Agreement for each Party remain valid, binding, and enforceable.

13.17. Survival. Notwithstanding (a) any Transfer of any Term Loan Claims in accordance with Section 7 or (b) the termination of this Agreement in accordance with its terms, the agreements and obligations of the Parties in Section 11.05, Section 13 (except for Section 13.22 with respect to fees and expenses incurred after the termination of this Agreement (other than with respect to fees and expenses incurred after the termination of this Agreement due to the consummation of the Plan on the Effective Date)), and any Confidentiality Agreement shall survive such Transfer and/or termination and shall continue in full force and effect.

13.18. Remedies Cumulative. All rights, powers, and remedies provided under this Agreement or otherwise available in respect hereof at Law or in equity shall be cumulative and not alternative, and the exercise of any right, power, or remedy thereof by any Party shall not preclude the simultaneous or later exercise of any other such right, power, or remedy by such Party.

13.19. Capacities of Consenting Term Loan Lenders. Except as set forth in Sections 7.05 and 7.06 each Consenting Term Loan Lender has entered into this agreement on account of all Term Loan Claims that it holds (directly or through discretionary accounts that it manages or

advises) and, except where otherwise specified in this Agreement, shall take or refrain from taking all actions that it is obligated to take or refrain from taking under this Agreement with respect to all such Term Loan Claims.

13.20. Email Consents. Where a written consent, acceptance, approval, or waiver is required pursuant to or contemplated by this Agreement, pursuant to Section 12 or otherwise, including a written approval by the Company Parties or the Required Consenting Term Loan Lenders, such written consent, acceptance, approval, or waiver shall be deemed to have occurred if, by agreement between counsel to the Parties submitting and receiving such consent, acceptance, approval, or waiver, it is conveyed in writing (including electronic mail) between each such counsel without representations or warranties of any kind on behalf of such counsel.

13.21. Confidentiality and Publicity. Other than as may be required by applicable Law and regulation or by any governmental or regulatory authority, no Party shall disclose to any person (including, for the avoidance of doubt, any other Consenting Term Loan Lender), other than legal, accounting, financial, and other advisors to the Company Parties and Consenting Term Loan Lenders (who are under obligations of confidentiality to the Company Parties with respect to such disclosure, and, with respect to the advisors to the Company Parties, whose compliance with such obligations the Company Parties shall be responsible for), the name of, or the principal amount or percentage of the Term Loan Claims held by, any Consenting Term Loan Lender or any of its respective subsidiaries (including, for the avoidance of doubt, any Term Loan Claims acquired pursuant to any Transfer); provided, however, that the Company Parties shall be permitted to disclose at any time the aggregate principal amount of, and aggregate percentage of, any class of the Term Loan Claims held by the Consenting Term Loan Lender collectively; and, provided, further, that if requested by the Bankruptcy Court, the Company Parties may disclose the names of any Consenting Term Loan Lender (at the institution level) at a hearing in connection with the Chapter 11 Cases, but not the principal amount or percentage of the Term Loan Claims held by any such Consenting Term Loan Lender or any of its respective subsidiaries (including, for the avoidance of doubt, any Term Loan Claims acquired pursuant to any Transfer). Notwithstanding the foregoing, the Consenting Term Loan Lenders hereby consent to the disclosure of the fact that the Company Parties executed this Agreement and the terms, and contents thereof this Agreement by the Company Parties in the Definitive Documents or as otherwise required by law or regulation; provided, however, that (a) if any of the Company Parties determines that it is required by the Definitive Documents or otherwise required by law or regulation to attach a copy of this Agreement, any Joinder or Transfer Agreement to any Definitive Documents or any other filing or similar document relating to the transactions contemplated hereby, it will redact any reference to or identifying information concerning a specific Consenting Term Loan Lender and such Consenting Term Loan Lender's holdings (including before filing any pleading with the Bankruptcy Court) and (ii) if disclosure of additional identifying information of any Consenting Term Loan Lenders is required by applicable Law, advance notice of the intent to disclose such information, if permitted by applicable Law, shall be given by the disclosing Party to each Consenting Term Loan Lender (who shall have the right to seek a protective order prior to disclosure). The Company Parties further agree that such information shall be redacted from "closing sets" or other representations of the fully executed Agreement, any Joinder or Transfer Agreement. Notwithstanding the foregoing, the Company Parties will submit to counsel for the Consenting Term Loan Lenders all press releases, public filings, public announcements, or other communications with any news media, in each case, to be made by the Company Parties relating

to this Agreement or the transactions contemplated hereby and any amendments thereof at least two (2) Business Days (it being understood that such period may be shortened to the extent there are exigent circumstances that require such public communication to be made to comply with applicable Law) in advance of release, will take such counsel's view with respect to such communications into account and shall not disseminate to any news media any press releases, public filings, public announcements, or other communications relating to this Agreement or the transactions contemplated hereby and any amendments thereof without first receiving the prior written consent of the Required Consenting Term Loan Lenders, with such consent not to be unreasonably delayed, conditioned, or withheld. Nothing contained herein shall be deemed to waive, amend or modify the terms of any Confidentiality Agreement.

13.22. Fees and Expenses. Regardless of whether the Restructuring Transactions are consummated, the Company Parties shall promptly pay in cash all reasonable and documented fees and expenses of (a) Gibson Dunn, as counsel to the Ad Hoc Group, and (b) Houlihan, as financial advisor to the Ad Hoc Group, in each case, in accordance with the engagement letters of such consultant or professional signed by the Company Parties, including, without limitation, any completion fees contemplated therein, and in each case in accordance with any order approving the use of cash collateral (collectively, the “**Consenting Term Loan Lender Fees and Expenses**”); provided, however, that simultaneously with the execution of this Agreement, the Company Parties shall pay all such unpaid Consenting Term Loan Lender Fees and Expenses incurred at any time prior to the Agreement Effective Date, in accordance with the engagement letters of such consultant or professional signed by the Company Parties.

13.23. Relationship Among Parties. Notwithstanding anything to the contrary herein, the duties and obligations of the Consenting Term Loan Lenders under this Agreement shall be several, not joint. None of the Consenting Term Loan Lenders shall have any fiduciary duty, any duty of trust or confidence in any form, or other duties or responsibilities to each other, any Consenting Term Loan Lender, any Company Party, or any of the Company Party's respective creditors or other stakeholders, and there are no commitments among or between the Consenting Term Loan Lenders, in each case except as expressly set forth in this Agreement. It is understood and agreed that any Consenting Term Loan Lender may trade in any debt or equity securities of any Company Parties without the consent of the Company or any Consenting Term Loan Lender, subject to Section 7 of this Agreement and applicable securities laws. No prior history, pattern or practice of sharing confidence among or between any of the Consenting Term Loan Lenders, and/or the Company Parties shall in any way affect or negate this understanding and agreement. The Parties have no agreement, arrangement, or understanding with respect to acting together for the purpose of acquiring, holding, voting, or disposing of any securities of any of the Company Parties and do not constitute a “group” within the meaning of Section 13(d)(3) of the Exchange Act or Rule 13d-5 promulgated thereunder. For the avoidance of doubt: (a) each Consenting Term Loan Lender is entering into this Agreement directly with the Company and not with any other Consenting Term Loan Lender; and (b) no Consenting Term Loan Lender shall, nor shall any action taken by a Consenting Term Loan Lender pursuant to this Agreement, be deemed to be acting in concert or as any group with any other Consenting Term Loan Lender with respect to the obligations under this Agreement nor shall this Agreement create a presumption that the Consenting Term Loan Lenders are in any way acting as a group. All rights under this Agreement are separately granted to each Consenting Term Loan Lender by the Company and vice versa, and

the use of a single document is for the convenience of the Company. The decision to commit to enter into the transactions contemplated by this Agreement has been made independently.

13.24. Damages. Notwithstanding anything to the contrary in this Agreement, none of the Parties shall claim or seek to recover from any other Party on the basis of anything in this Agreement any punitive, special, indirect or consequential damages or damages for lost profits.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the day and year first above written.

SCHEDULE 1

Company Parties

The Men's Wearhouse, Inc.
Renwick Technologies, Inc.
TMW Merchants LLC
MWDC Holding Inc.
K&G Men's Company Inc.
Tailored Shared Services, LLC
Tailored Brands Purchasing LLC
Tailored Brands Gift Card Co LLC
Jos. A. Bank Clothiers, Inc.
The Joseph A. Bank Mfg. Co., Inc.
JA Apparel Corp.
Nashawena Mills Corp
Joseph Abboud Manufacturing Corp.
TB UK Holding Limited
Tailored Brands Worldwide Purchasing Co.
Moores Retail Group Corp.
Moores The Suit People Corp.
Golden Brand Clothing (Canada) Corp.
Tailored Brands Noborue Limited
MWUK Holding Company Limited
Ensco 648 Limited
Ensco 645 Limited
Tailored Brands Sourcing Holding Company Limited
Tailored Brands Pacific Company Limited
Tailored Brands Atlantic Company Limited
Tailored Brands Central BV
Tailored Brands Sourcing Group
Tailored Brands Eastern Sourcing Limited

EXHIBIT A

Restructuring Term Sheet

TAILORED BRANDS, INC.
RESTRUCTURING TERM SHEET
August 2, 2020

THIS TERM SHEET DOES NOT CONSTITUTE (NOR SHALL IT BE CONSTRUED AS) AN OFFER WITH RESPECT TO ANY SECURITIES OR A SOLICITATION OF ACCEPTANCES OR REJECTIONS AS TO ANY EXCHANGE OR PLAN OF REORGANIZATION, IT BEING UNDERSTOOD THAT SUCH A SOLICITATION, IF ANY, SHALL BE MADE ONLY IN COMPLIANCE WITH SECTION 4(A)(2) OF THE SECURITIES ACT OF 1933 AND/OR SECTION 1145 OF THE BANKRUPTCY CODE AND APPLICABLE PROVISIONS OF SECURITIES, BANKRUPTCY, AND/OR OTHER APPLICABLE STATUTES, RULES, AND LAWS.

This Term Sheet (including the annexes attached hereto, the “Term Sheet”) sets forth the principal terms of a financial restructuring of the capital structure and financial obligations of Tailored Brands, Inc. (“Tailored”) and its subsidiaries (collectively, the “Company Parties”) (the “Restructuring Transactions”). The Restructuring Transactions will be accomplished through certain of the Company Parties commencing prearranged cases (the “Chapter 11 Cases”) under chapter 11 of title 11 of the United States Code (the “Bankruptcy Code”) in the United States Bankruptcy Court for the Southern District of Texas (the “Bankruptcy Court”) to implement, the chapter 11 plan of reorganization described herein (the “Plan”). The regulatory, corporate, tax, accounting, and other legal and financial matters related to the Restructuring Transactions have not been fully evaluated, and any such evaluation may affect the terms and structure of the Restructuring Transactions. The transactions contemplated in this Term Sheet are subject in all respects to the negotiation, execution, and delivery of definitive documentation.

This Term Sheet is proffered in the nature of a settlement proposal in furtherance of settlement discussions. Accordingly, this Term Sheet and the information contained herein are entitled to protection from any use or disclosure to any party or person pursuant to Rule 408 of the Federal Rules of Evidence and any other applicable rule, statute, or doctrine of similar import protecting the use or disclosure of confidential settlement discussions.

This Term Sheet does not purport to summarize all of the terms, conditions, covenants, and other provisions that may be contained in the fully negotiated and definitive documentation necessary to implement the Restructuring Transactions. Capitalized terms used but not initially defined in this Term Sheet shall have the meaning hereinafter ascribed to such terms, or if not defined in this Term Sheet, such terms shall have the meaning ascribed to such terms in the Restructuring Support Agreement.

Restructuring Summary	
Overview	The Company Parties will implement the Restructuring Transactions in accordance with the Restructuring Support Agreement (the “ <u>Restructuring Support Agreement</u> ”), to which this Term Sheet shall be attached and incorporated by reference. The Restructuring Transactions will be implemented pursuant to the Plan to be confirmed by the Bankruptcy Court and occur on the date the Plan becomes effective (the “ <u>Plan Effective Date</u> ”).

Funded Debt Claims and Equity Interests to be Restructured	ABL Facility. All claims for unpaid principal, interest, fees, costs, charges, premiums, and other amounts arising under or in connection with the loans (the “<u>ABL Facility Claims</u>”) under that certain credit agreement, dated as of June 18, 2014 (as amended, restated, amended and restated, modified, or supplemented from time to time, the “<u>ABL Credit Agreement</u>”) between The Men’s Wearhouse, Inc., as borrower, JPMorgan Chase Bank, N.A., as administrative agent (the “<u>ABL Agent</u>”), and the lenders party thereto from time to time (the “<u>ABL Lenders</u>”), shall be deemed allowed in the aggregate principal amount of approximately \$375 million, plus all accrued but unpaid interest fees, costs, charges, premiums, or other amounts arising under the ABL Credit Agreement. Secured Swap Claims. Approximately \$[●] million on account of Tailored’s swap agreements secured under the ABL Credit Agreement (the “<u>Swap Claims</u>”). Term Loan Facility. All claims for unpaid principal, interest, fees, costs, charges, premiums and other amounts arising under or in connection with the Term Loan under the Term Loan Credit Agreement shall be deemed allowed in the aggregate principal amount of approximately \$877 million, plus all accrued but unpaid interest, fees, costs, charges, premiums or other amounts arising under the Term Loan Credit Agreement. Unsecured Notes. Approximately \$174 million in principal amount outstanding (the “<u>Unsecured Notes Claims</u>”) of 7.00% senior notes, due 2022 (the “<u>Unsecured Notes</u>”) issued pursuant to the Indenture dated as of June 18, 2014, among The Men’s Wearhouse, Inc. as issuer, the guarantors party thereto, and The Bank of New York Mellon Trust Company, N.A. as trustee (the “<u>Trustee</u>”). Existing Equity Interests. Any common stock, preferred stock, warrants, or other ownership interest of or in Tailored pursuant to the certificate of formation of Tailored or otherwise that are issued and outstanding as of the Petition Date (the “<u>Existing Equity Interests</u>”).
Exit Facilities	On the Plan Effective Date, Reorganized Tailored or an affiliate thereof shall enter into the following exit facilities: (a) a new senior secured, first lien term loan facility in the aggregate principal amount of between \$325 million and \$425 million, with the final amount to be determined by the Super-Majority Consenting Term Loan Lenders and the Company Parties within 60 days following the Petition Date (the “<u>Exit Term Loan Facility</u>”) and (b) a new asset-based exit financing facility with aggregate total commitments of \$400 million, each of which shall be on terms reasonably acceptable to the Company and the Required Consenting Term Loan Lenders (the “<u>Exit ABL Facility</u>” and, together with the Exit Term Loan Facility, the “<u>Exit Facilities</u>”). Subject to the execution of the Definitive Documents, the Exit Term Loan Facility shall include such material terms and conditions as set forth on <u>Annex 2(a)</u> to this Term Sheet (the “<u>Exit Term Loan Facility Term Sheet</u>”). Subject to the execution of the Definitive Documents, the Exit ABL Facility shall include such material terms and conditions as set forth on <u>Annex 2(b)</u> to this Term Sheet (the “<u>Exit ABL Facility Term Sheet</u>”).
Securities to be Issued	New Common Stock On the Plan Effective Date, Reorganized Tailored (which may, depending on the form of the Restructuring Transactions, be Tailored or a newly-formed entity

	formed for the purpose of directly or indirectly acquiring the assets of the Debtors) shall issue new common stock (the “ <u>New Common Stock</u> ”). The New Common Stock shall carry voting rights.
Transaction Summary	The Restructuring Transactions will include the following, as set forth in further detail in this Term Sheet: • The Debtors will enter into a new debtor-in-possession asset-based financing facility with a principal amount of \$500 million, including a roll-up of all obligations under the ABL Facility (the “<u>DIP ABL Facility</u>”) on the terms set forth in the DIP Credit Agreement, attached hereto as on Annex 1 to this Term Sheet. • Holders of allowed Claims arising under the DIP ABL Facility (each, a “<u>DIP ABL Facility Claim</u>,” and, collectively, the “<u>DIP ABL Facility Claims</u>”)¹ shall receive a pro rata share of and interest in the Exit ABL Facility. • Holders of allowed Swap Claims shall receive payment in full in cash; <i>provided</i>, that any such cash shall be made available from the proceeds of the DIP ABL Priority Collateral and, solely to the extent that there is a deficiency of DIP ABL Priority Collateral, shall be made available from the proceeds of Term Loan Priority Collateral (each as defined in the DIP Credit Agreement). • Holders of allowed Term Loan Claims shall receive a pro rata share of and interest in: (i) the Exit Term Loan Facility and (ii) 100% of the New Common Stock (subject to dilution by the Management Incentive Plan). • Holders of allowed Ongoing Trade Claims shall receive such treatment as agreed upon by the Super-Majority Consenting Term Loan Lenders and the Company Parties. • Holders of allowed Other General Unsecured Claims shall receive such treatment as agreed upon by the Super-Majority Consenting Term Loan Lenders and the Company Parties. • Holders of allowed GUC Convenience Claims shall receive such treatment as agreed upon by the steering committee of the Ad Hoc Group (the “<u>Steering Committee</u>”) and the Company Parties. • Holders of Existing Equity Interests will receive no recovery on account of such interests. • The recoveries set forth in this Term Sheet may be changed by agreement among the Super-Majority Consenting Term Loan Lenders and the Company Parties, so long as such modification does not adversely impact the recoveries for holders of allowed DIP ABL Facility Claims. The Restructuring Transactions will be consummated on the Plan Effective Date.

¹ For the avoidance of doubt, DIP ABL Facility Claims include any amount owed under the ABL Credit Agreement prior to the entry of the Final DIP Order that is “rolled up” into the DIP Facility.

Treatment of Claims and Interests of the Debtors Under the Plan			
Class No.	Type of Claim	Treatment	Impairment / Voting
Unclassified Non-Voting Claims			
N/A	DIP ABL Facility Claims	Except to the extent that a holder of an allowed Claim arising under the DIP ABL Facility agrees to less favorable treatment, in full and final satisfaction, settlement, release, and discharge of, and in exchange for each allowed DIP ABL Facility Claim, on the Plan Effective Date each holder of an allowed DIP ABL Facility Claim shall receive its pro rata share of and interest in the Exit ABL Facility.	N/A
N/A	Administrative Claims	Except to the extent that a holder of an allowed Administrative Claim agrees to less favorable treatment, to the extent such Claim has not already been paid in full during the Chapter 11 Cases, in full and final satisfaction, settlement, release, and discharge of and in exchange for each allowed Administrative Claim, each holder thereof shall receive (a) payment in full in cash of the due and unpaid portion of its Administrative Claim on the later of (x) the Plan Effective Date (or as soon thereafter as reasonably practicable) or (y) as soon as practicable after the date such Claim becomes due and payable; (b) subject to the reasonable consent of the Debtors and the Required Consenting Term Loan Lenders, such other treatment to render such Administrative Claim unimpaired under section 1124 of the Bankruptcy Code; or (c) subject to the reasonable consent of the Debtors and the Required Consenting Term Loan Lenders, such other treatment as such holder may agree to or as otherwise permitted by section 1129(a)(9) of the Bankruptcy Code. “<u>Administrative Claim</u>” means a Claim for costs and expenses of administration of the Estates under sections 503(b), 507(b), or 1114(e)(2) of the Bankruptcy Code, including: (a) the actual and necessary costs and expenses incurred on or after the Petition Date of preserving the Estates and operating the businesses of the Debtors; (b) Allowed Professional Fee Claims in the Chapter 11 Cases; and (c) all fees and charges assessed against the Estates under chapter 123 of title 28 of the United States Code, 28 U.S.C. §§ 1911-1930.	N/A
N/A	Priority Tax Claims	Except to the extent that a holder of a Priority Tax Claim agrees to a less favorable treatment, to the extent such Claim has not already been paid in full during the Chapter 11 Cases in full and final satisfaction, settlement, release, and discharge of and in exchange for each allowed Priority Tax Claim, on the Plan Effective Date each holder of such allowed Priority Tax Claim shall be treated in accordance with the terms set forth in section 1129(a)(9)(C) of the Bankruptcy Code. “<u>Priority Tax Claim</u>” means any Claim of a governmental unit of the kind specified in section 507(a)(8) of the Bankruptcy Code.	N/A

Classified Claims and Interests of the Debtors			
Class 1	Other Secured Claims	Except to the extent that a holder of an allowed Other Secured Claim agrees to less favorable treatment, to the extent such Claim has not already been paid in full during the Chapter 11 Cases, in full and final satisfaction, settlement, release, and discharge of, and in exchange for each allowed Other Secured Claim, each holder thereof shall receive, at the option of the applicable Debtor(s), with the reasonable consent of the Required Consenting Term Loan Lenders: (a) payment in full in cash of the due and unpaid portion of its Other Secured Claim on the later of (x) the Plan Effective Date (or as soon thereafter as reasonably practicable) or (y) as soon as practicable after the date such Claim becomes due and payable; (b) the collateral securing its allowed Other Secured Claim; (c) reinstatement of its allowed Other Secured Claim; or (d) such other treatment rendering its allowed Other Secured Claim unimpaired in accordance with section 1124 of the Bankruptcy Code. “<u>Other Secured Claim</u>” means any secured Claim, other than an ABL Facility Claim, Term Loan Claim, or a DIP ABL Facility Claim, including any secured tax Claim or any Claim arising under, derived from, or based upon any letter of credit issued in favor of one or more Debtors, the reimbursement obligation for which is either secured by a lien on collateral or is subject to a valid right of setoff pursuant to section 553 of the Bankruptcy Code.	Unimpaired; deemed to accept
Class 2	Other Priority Claims	Except to the extent that a holder of an allowed Other Priority Claim agrees to less favorable treatment, to the extent such Claim has not already been paid in full during the Chapter 11 Cases, in full and final satisfaction, settlement, release, and discharge of, and in exchange for each allowed Other Priority Claim, each holder thereof shall receive (a) cash in an amount equal to the due and unpaid portion of such allowed Other Priority Claim on the later of (i) the Plan Effective Date (or as soon thereafter as reasonably practicable) or (ii) as soon as practicable after the date such Claim becomes due in the ordinary course of business in accordance with the terms and conditions of the particular transaction, contract, or other agreement giving rise to such allowed Other Priority Claim; (b) subject to the reasonable consent of the Debtors and the Required Consenting Term Loan Lenders, such other treatment to render such Other Secured Claim unimpaired under section 1124 of the Bankruptcy Code; or (c) subject to the reasonable consent of the Debtors and Required Consenting Term Loan Lenders, such other treatment as such holder may agree to or otherwise permitted by section 1129(a)(9) of the Bankruptcy Code. “<u>Other Priority Claim</u>” means any Claim, other than an Administrative Claim or a Priority Tax Claim, entitled to priority in right of payment under section 507(a) of the Bankruptcy Code.	Unimpaired; deemed to accept

Class 3	Swap Claims	Except to the extent that a holder of an allowed Swap Claim agrees to less favorable treatment, in full and final satisfaction, settlement, release, and discharge of, and in exchange for each allowed Swap Claim, on the Plan Effective Date (or as soon thereafter as reasonably practicable) each holder thereof shall receive cash in an amount equal to the allowed amount of such Swap Claim; <i>provided</i> , that any such cash shall be made available from the proceeds of the DIP ABL Priority Collateral and, solely to the extent that there is a deficiency of DIP ABL Priority Collateral, shall be made available from the proceeds of Term Loan Priority Collateral (each as defined in the DIP Credit Agreement).	Unimpaired; deemed to accept
Class 4	Term Loan Claims	Except to the extent that a holder of an allowed Term Loan Claim agrees to less favorable treatment, in full and final satisfaction, settlement, release, and discharge of, and in exchange for each allowed Term Loan Claim, on the Plan Effective Date each holder thereof shall receive its pro rata share of and interest in: (i) the Exit Term Loan Facility and (ii) 100% of the New Common Stock (subject to dilution by the Management Incentive Plan).	Impaired; entitled to vote
Class 5(a)	Ongoing Trade Claims	To the extent such Claim has not already been paid in full during the Chapter 11 Cases, in full and final satisfaction, settlement, release, and discharge of, and in exchange for each allowed Ongoing Trade Claim, on the Plan Effective Date each holder thereof shall receive such treatment as agreed upon by the Super-Majority Consenting Term Loan Lenders and the Company Parties. ²	Impaired; entitled to vote
Class 5(b)	Other General Unsecured Claims	To the extent such Claim has not already been paid in full during the Chapter 11 Cases, in full and final satisfaction, settlement, release, and discharge of, and in exchange for each allowed Other General Unsecured Claim, on the Plan Effective Date each holder thereof shall receive such treatment as agreed upon by the Super-Majority Consenting Term Loan Lenders and the Company Parties. “ <u>Other General Unsecured Claim</u> ” means any General Unsecured Claim other than an Ongoing Trade Claim or GUC Convenience Claim.	Impaired; entitled to vote
Class 5(c)	GUC Convenience Claims	Except to the extent that a holder of an allowed GUC Convenience Claim agrees to less favorable treatment, in full and final satisfaction, settlement, release, and discharge of, and in exchange for each allowed GUC Convenience Claim, on the Plan Effective Date each holder thereof shall receive such treatment as agreed upon by the Steering Committee and the Company Parties.	Impaired; entitled to vote

² Definition of “Ongoing Trade Claim” to be agreed upon by the Required Consenting Term Loan Lenders and the Company.

		“<u>GUC Convenience Claim</u>” means any unsecured Claim against any Debtor in an allowed amount greater than \$0.01 but less than or equal to \$[●]; <i>provided</i> that holders of Other General Unsecured Claims and/or Ongoing Trade Claims may elect to have such Claims reduced to \$[●] and treated as a GUC Convenience Claim for purposes of the Plan; <i>provided, further</i>, that the aggregate amount paid to all holders of allowed GUC Convenience Claims shall not exceed \$[●].³	
Class 6	Intercompany Claims	On the Plan Effective Date, each Intercompany Claim shall be, at the option of the Debtors and the Required Consenting Term Loan Lenders, setoff, contributed, distributed, compromised, settled, reinstated, canceled and released without any distribution, or otherwise addressed in a manner determined by the Debtors and the Required Consenting Term Loan Lenders.	Impaired; deemed to reject or Unimpaired; deemed to accept
Class 7	Intercompany Interests	On the Plan Effective Date, Intercompany Interests shall be, at the option of the Debtors and the Required Consenting Term Loan Lenders, as applicable, contributed, distributed, eliminated via merger or other corporate transaction, reinstated, canceled and released without any distribution, or otherwise addressed in a manner determined by the Debtors and the Required Consenting Term Loan Lenders.	Impaired; deemed to reject or Unimpaired; deemed to accept
Class 8	Existing Equity Interests	On the Plan Effective Date, all Existing Equity Interests shall be extinguished and cancelled, and will be of no further force or effect. Holders of Existing Equity Interests shall receive no recovery on account of such Existing Equity Interests.	Impaired; deemed to reject
Class 9	Section 510(b) Claims	Section 510(b) Claims shall be discharged, cancelled, released, and extinguished without any distribution to holders of such Claims.	Impaired; deemed to reject

³ The Company Parties and the Required Consenting Term Loan Lenders shall negotiate in good faith regarding the GUC Convenience Claim thresholds to be set forth in the Plan.

Implementation & Material Provisions	
<i>DIP ABL Facility and Cash Collateral</i>	After the Petition Date, certain of the Company Parties will enter into that certain superpriority secured debtor-in-possession credit agreement that governs the DIP ABL Facility (as may be amended, supplemented, or otherwise modified from time to time, the “<u>DIP Credit Agreement</u>”) with JPMorgan Chase Bank, N.A., as administrative agent and collateral agent (in such capacities, the “DIP Agent”) for and on behalf of itself and the other lenders party thereto (collectively, including the DIP Agent, the “DIP Lenders”) which shall be consistent with the form of DIP Credit Agreement attached hereto as <u>Annex 1</u>. The Consenting Term Loan Lenders consent to the Debtors’ use of cash collateral (as defined in section 363(a) of the Bankruptcy Code) securing the Term Loan Credit Agreement to fund the Chapter 11 Cases, on the terms set forth in the proposed form of interim order authorizing the Debtors’ use of cash collateral and approving the DIP ABL Facility, attached hereto as <u>Annex 4</u> (the “<u>Interim DIP / Cash Collateral Order</u>”) (which Interim DIP / Cash Collateral Order shall be in form and substance acceptable to the DIP Lenders, the Required Consenting Term Loan Lenders, and the Company Parties), the final order authorizing the Debtors’ use of cash collateral and approving the DIP ABL Facility (the “<u>Final DIP / Cash Collateral Order</u>”) (which Final DIP / Cash Collateral Order shall be in form and substance acceptable to the DIP Lenders, the Required Consenting Term Loan Lenders, and the Company Parties), as well as the cash collateral term sheet attached hereto as <u>Annex 5</u>.
<i>Conditions Precedent to the Plan Effective Date</i>	The occurrence of the Plan Effective Date shall be subject to the following conditions precedent: • all transactions and other documents to effectuate the Restructuring Transactions shall contain terms and conditions consistent in all material respects with this Restructuring Term Sheet and the Restructuring Support Agreement; • the Restructuring Support Agreement shall remain in full force and effect and shall not have been terminated, and the parties thereto shall be in compliance therewith; • the orders approving the Disclosure Statement and confirming the Plan shall have been entered, consistent with the Restructuring Support Agreement, and such orders shall not have been vacated, stayed, or modified; • the Bankruptcy Court shall have entered the Final DIP/Cash Collateral Order and the Final DIP and Cash Collateral Order shall not have been vacated, stayed, revised, modified, or amended in any manner adverse to the Term Loan Lenders without the prior written consent of the Required Consenting Term Loan Lenders and the Required Lenders (as defined in the DIP Credit Agreement); • the Exit Facilities and any related documents shall have been executed, delivered, and be in full force and effect (with all conditions precedent thereto having been satisfied or waived); • issuance of the New Common Stock; • establishment of a professional fee escrow account funded in the amount of estimated accrued but unpaid professional fees incurred by the Company Parties during the Chapter 11 Cases;

	• all accrued and unpaid fees and expenses of the Consenting Term Loan Lenders in connection with the Restructuring Transactions (including the Consenting Term Loan Lender Fees and Expenses) shall have been paid in accordance with the terms and conditions set forth in the Restructuring Support Agreement and the Final DIP Order; • there shall not be in effect any (a) order, opinion, ruling, or other decision entered by any court or other governmental unit or (b) U.S. or other applicable law staying, restraining, enjoining, prohibiting, or otherwise making illegal the implementation of any of the transactions contemplated by the Plan; • the Debtors shall have obtained all governmental and regulatory approvals, consents, authorizations, rulings, or other documents that are legally required for the consummation of the Restructuring shall have been obtained, not be subject to unfulfilled conditions, and be in full force and effect, and all applicable waiting periods under the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended, if any, shall have expired; • each document or agreement constituting the Definitive Documents shall have been executed and/or effectuated and shall be in form and substance consistent with the Restructuring Support Agreement, including, without limitation, any consent rights included therein; • the final version of the Plan and all of the schedules, documents, and exhibits contained therein, and all other schedules, documents, supplements, and exhibits to the Plan, shall be consistent with the Restructuring Support Agreement and this Restructuring Term Sheet; • the Restructuring Transactions to be implemented on the Plan Effective Date shall be consistent with the Plan and the Restructuring Support Agreement; and • such other conditions precedent to the Plan Effective Date, as are customary and otherwise reasonably acceptable to the Company and the Required Consenting Term Loan Lenders.
<i>Milestones</i>	• Within 5 days of the Petition Date, the Bankruptcy Court shall enter the Interim DIP / Cash Collateral Order. • Within 10 business days of the Petition Date, the Debtors shall file a motion with the Bankruptcy Court requesting an extension of the time within which the Debtors may assume or reject leases of nonresidential real property under section 365(d)(4) of the Bankruptcy Code to 210 days following the Petition Date (the “<u>365(d)(4) Motion</u>”), which 365(d)(4) Motion shall be in form and substance acceptable to the Required Consenting Term Loan Lenders and the DIP Agent. • Within 10 days of the Petition Date, the Debtors shall file a motion seeking to implement procedures for store closings (the “<u>Store Closings Motion</u>”), which Store Closings Motion shall be in form and substance acceptable to the Required Consenting Term Loan Lenders and the DIP Agent. • Within 14 days of the Petition Date, the Debtors shall deliver a lease optimization plan and real estate plan in form and substance reasonably acceptable to the Required Consenting Term Loan Lenders.

	• Within 15 days of the Petition Date, the Debtors shall file the Plan and related disclosure statement (the “<u>Disclosure Statement</u>”) with the Bankruptcy Court, on terms consistent with this Term Sheet, and which Plan and Disclosure Statement shall be in form and substance acceptable to the Required Consenting Term Loan Lenders and the DIP Agent. • Within 40 days of the Petition Date, the Bankruptcy Court shall enter the Final DIP / Cash Collateral Order, which Final DIP / Cash Collateral Order shall be in form and substance acceptable to the DIP Lenders, the DIP Agent, the Required Consenting Term Loan Lenders, and the Company Parties. • Within 40 days of the Petition Date, the Bankruptcy Court shall enter an order approving the Store Closing Motion, which order shall be in form and substance acceptable to the Required Consenting Term Loan Lenders and the DIP Agent. • Within 50 days of the Petition Date, the Bankruptcy Court shall enter an order approving the 365(d)(4) Motion, which order shall be in form and substance acceptable to the Required Consenting Term Loan Lenders and the DIP Agent. • Within 70 days of the Petition Date, the Bankruptcy Court shall enter an order approving the Disclosure Statement, which order shall be in form and substance acceptable to the Required Consenting Term Loan Lenders and the DIP Agent. • Within 70 days of the Petition Date, the Debtors shall provide the outcome of the lease optimization plan in form and substance reasonably acceptable to the Required Consenting Term Loan Lenders and the DIP Agent. • Within 75 days of the Petition Date, unless the Bankruptcy Court shall have entered an order approving the Disclosure Statement within 70 days of the Petition Date, the Debtors shall have (i) delivered bid packages to liquidators with respect to the liquidation of all or substantially all of the assets of the Debtors based on a fee and equity basis, which bid packages shall include a request for bids to be received by the Debtors within five days and (ii) provided the DIP Agent, the DIP Lenders, and the Required Consenting Term Loan Lenders with the names of such prospective liquidators. • Within 105 days of the Petition Date, the Bankruptcy Court shall enter an order confirming the Plan (the “<u>Confirmation Order</u>”), which Confirmation Order shall be in form and substance acceptable to the Required Consenting Term Loan Lenders and the DIP Agent. • Within 120 days of the Petition Date, the Plan Effective Date shall have occurred.
Miscellaneous Provisions	
<i>Board of Directors</i>	The board of directors of Reorganized Tailored (or such other body that will become the ultimate governing authority for Reorganized Tailored) (the “<u>New Board</u>”) shall be comprised of [●] members; provided that the process for selecting the New Board and all governance related matters for Reorganized Tailored shall be in form and substance acceptable to the Required Consenting Term Loan Lenders (in consultation with the Company Parties).

<i>Corporate Governance; Registration Rights</i>	Corporate governance for the reorganized Company Parties, including charters, bylaws, operating agreements, or other organization or formation documents, as applicable (the “ <u>New Organizational/Governance Documents</u> ”), shall be consistent with section 1123(a)(6) of the Bankruptcy Code and the Restructuring Support Agreement, as applicable, and such New Organization/Governance Documents shall be in form and substance acceptable to the Required Consenting Term Loan Lenders (in consultation with the Company Parties). Substantially final forms of the New Organizational/Governance Documents shall be filed as part of the Plan Supplement prior to the date upon which the Bankruptcy Court enters an order confirming the Plan.
<i>Management Incentive Plan</i>	That certain management incentive plan of Reorganized Tailored, which management incentive plan (including any and all awards to be granted thereunder) shall reserve for officers and directors of Reorganized Tailored up to 10% of New Common Stock on a fully diluted basis with structure and grants to be determined by the New Board.
<i>Prepetition Vendor Payments</i>	All vendor payments made following the Petition Date on account of any prepetition debt owed by the Company Parties exceeding \$100,000 on a per vendor basis shall be subject to the review and consent of the Required Consenting Term Loan Lenders.
<i>Prepetition Rent</i>	The Debtors shall not make any payments on account of prepetition rent owed under any real property lease of the Debtors absent the consent of the Steering Committee or applicable order of the Bankruptcy Court.
<i>Asset Sales</i>	During the pendency of the Chapter 11 Cases, the Company Parties shall not sell any material assets outside of the ordinary course of business absent the consent of the Required Consenting Term Loan Lenders; <i>provided, that</i> the Debtors are permitted to sell any de minimis asset in accordance with the DIP Documents (<i>i.e.</i> , an asset with a fair market value below a certain amount to be determined in good faith between the Company Parties and the Required Consenting Term Loan Lenders) and subject to Bankruptcy Court order.
<i>Employee Matters</i>	Pursuant to the Restructuring Support Agreement and this Term Sheet, the Consenting Term Loan Lenders consent to the continuation of any Company Parties’ wages, compensation, health and welfare programs, and [incentive, retention, and benefits programs] according to existing terms and practices, including executive compensation programs. Notwithstanding anything herein to the contrary, the obligations of the Company Parties pursuant to their certificates of incorporation, bylaws, or other agreements to indemnify the current and former officers, directors, agents, and/or employees with respect to all present and future actions, suits, and proceedings against the Company Parties, or such directors, officers, agents, and/or employees, based upon any act or omission relating to the Company Parties, will not be discharged or impaired by consummation of the Restructuring Transactions. All such obligations will be assumed by the Company Parties on the Plan Effective Date, and all such obligations will continue as obligations of the reorganized Company Parties. The Company Parties shall not terminate or otherwise reduce the coverage under any directors’ and officers’ insurance policies (including, without limitation, the “tail policy”) in effect prior to the Plan Effective Date, and any directors and

	officers of the Company Parties who served in such capacity at any time before or after the Plan Effective Date shall be entitled to the full benefits of any such policy for the full term of such policy regardless of whether such directors and/or officers remain in such positions after the Plan Effective Date. Notwithstanding anything herein to the contrary, the Company Parties shall retain the ability to supplement such directors' and officers' insurance policies as the Company Parties deem necessary, including purchasing any tail coverage.
<i>Releases</i>	The Company shall use commercially reasonable efforts to ensure that the Plan and the Confirmation Order contain the exculpation provisions, the Debtor releases, and the "third-party" releases set forth in <u>Annex 3</u> to this Term Sheet.
<i>Executory Contracts and Unexpired Leases</i>	Each executory contract and unexpired lease shall be assumed by the Company Parties, unless determined to be rejected by the Debtors, with the consent of the Required Consenting Term Loan Lenders.
<i>Retention of Jurisdiction</i>	The Plan will provide for a retention of jurisdiction by the Bankruptcy Court for (i) resolution of Claims, (ii) allowance of compensation and expenses for pre-Plan Effective Date services, (iii) resolution of motions, adversary proceedings, or other contested matters, (iv) entry of such orders as necessary to implement or consummate the Plan and any related documents or agreements, (v) adjudication of maritime liens to the extent permitted by law, and (vi) other purposes as may be agreed.
<i>Fees and Expenses of the Consenting Term Loan Lenders and Term Loan Agent</i>	The Company shall pay or reimburse all reasonable and documented fees and out-of-pocket expenses of Gibson, Dunn & Crutcher LLP (as legal counsel to the Ad Hoc Group), Houlihan Lokey (as financial advisor to the Ad Hoc Group), Porter Hedges LLP (as local counsel to the Ad Hoc Group), and Clifford Chance LLP (as legal advisor to the Term Loan Agent).
<i>Issuance of New Securities; Execution of the Restructuring Documents</i>	On the applicable Plan Effective Date, the Debtors or Reorganized Debtors, as applicable, shall enter into all agreements and other documents required pursuant to the Restructuring and shall issue all securities, notes, certificates, and other instruments required to be issued pursuant to the Restructuring, including pursuant to section 1145 of the Bankruptcy Code, to the extent applicable, or another available exemption from the registration requirements of the Securities Act of 1933, as amended.
<i>Cancellation of Notes, Instruments, Certificates, and Other Documents</i>	On the Plan Effective Date, except to the extent otherwise provided in the Plan, all notes, instruments, certificates, and other documents evidencing Claims or Interests, including credit agreements and indentures, shall be canceled and the obligations of the Debtors thereunder or in any way related thereto shall be deemed satisfied in full and discharged.
<i>Tax Issues</i>	The terms of the Restructuring Transactions, including whether the Restructuring Transactions are structured as a taxable transaction (in whole or in part), shall be structured to preserve or otherwise maximize favorable tax attributes (including tax basis) of the Company Parties to the extent practicable, as determined by the Company and the Required Consenting Term Loan Lenders.

Annex 1

DIP Credit Agreement

[Filed Separately With the Court]

Annex 2

Exit Facilities Term Sheets

Annex 2(a)

Exit Term Loan Facility Term Sheet

Exit Term Loan

	Key Terms
Amount	> Takeback debt of \$325mm-\$425mm, with the final amount to be determined by holders of at least two-thirds of the aggregate Term Loan claims held by RSA signatories and the Company within 60 days of the filing date
Borrowers	> Same as existing Term Loan
Ranking	> Senior secured obligation on all property of the Company > Junior lien priority on ABL collateral
Guarantors	> [TBD]
Interest Rate	> [TBD]
Amortization	> Quarterly amortization, commencing on March 31, 2022 equal to 0.25% of the aggregate principal amount outstanding on the Effective Date
Tenor	> Not to be earlier than 5 years from date of emergence
Pre-payment	> [TBD]
Covenants	> [TBD]
Rating	> [TBD]

Annex 2(b)

Exit ABL Facility Term Sheet

EXHIBIT G**EXIT FACILITY TERM SHEET****SUMMARY OF TERMS AND CONDITIONS**

Capitalized terms used but not defined in this Exhibit G (the “**Term Sheet**”) shall have the meanings set forth in the Senior Secured Super-Priority Debtor-In-Possession Credit Agreement (the “**DIP Credit Agreement**”) to which this Exhibit G is attached and in the other Exhibits attached hereto. In the case of any such capitalized term that is subject to multiple and differing definitions, the appropriate meaning thereof in this Exhibit G shall be determined by reference to the context in which it is used.

Exit Facility Term Sheet

Borrowers:	Reorganized Tailored Brands, Inc., a Texas corporation (“ Parent ”), The Men’s Wearhouse, Inc., a Texas corporation (the “ Company ” or the “ Borrower Representative ”) and certain of its domestic subsidiaries to be mutually agreed (the “ Borrowers ”) and Moores The Suit People Corp., a Nova Scotia unlimited company (the “ Canadian Borrower ”).
Administrative Agent and Collateral Agent:	JPMorgan Chase Bank, N.A. (in its capacity as administrative agent, the “ Administrative Agent ”, and in its capacity as collateral agent, the “ Collateral Agent ”). JPMorgan Chase Bank, N.A., Toronto Branch, as Canadian Administrative Agent (and together with the Administrative Agent, the “ Agents ”).
Sole Lead Arranger and Bookrunner:	JPMorgan Chase Bank, N.A. (the “ Lead Arranger ”).
Lenders:	JPMorgan Chase Bank, N.A., JPMorgan Chase Bank, N.A., Toronto Branch and a syndicate of financial institutions arranged by the Lead Arranger and reasonably acceptable to the Company (other than any Disqualified Lender) who become Lenders providing Exit Revolving Loans (as defined below) (collectively, the “ Lenders ”).
Swingline Lender:	JPMorgan Chase Bank, N.A., as the swing line lender (in such capacity, the “ Swing Line Lender ”).
Issuing Bank:	JPMorgan Chase Bank, N.A. and such other Lender as may be designated by the Company and agreed to by such Lender, as the issuing bank (in such capacity, the “ Issuing Bank ”).
Exit Revolving Facility:	A \$430,000,000 senior secured revolving credit facility available from time to time from the Conversion Date until March 31, 2021; such available amount being reduced to \$400,000,000 on April 1, 2021 and through the Maturity Date (as defined below) (as the same may be increased or decreased in accordance with the terms therein, the “ Exit Revolving Facility ”, the commitments thereunder, the “ Exit Revolving Commitments ” and the loans thereunder, the “ Exit Revolving Loans ”), which shall include a \$75,000,000 sublimit for the issuance of standby and documentary letters of credit (each, a “ Letter of Credit ”) and a

\$40,000,000 sublimit for swing line loans (each, a “**Swing Line Loan**”). Letters of Credit will be issued by the Issuing Bank and Swing Line Loans will be made available by the Swing Line Lender, and each of the Lenders under the Exit Revolving Facility will purchase an irrevocable and unconditional participation in each Letter of Credit and each Swing Line Loan. Such Letters of Credit may be denominated in US Dollars, Canadian Dollars or any LC Alternative Currency (as defined in the Pre-Petition ABL Credit Agreement).

Definitive Documentation: The definitive documentation for the Exit Revolving Facility (the “**Definitive Documentation**”) shall, except as otherwise set forth herein, be based on and substantially consistent with the Credit Agreement, dated as of June 18, 2014 (as amended by that certain Joinder Agreement, dated as of June 18, 2014, that certain Amendment No. 1, dated as of July 28, 2014, that certain Joinder Agreement, dated as of January 31, 2016, that certain Joinder Agreement, dated as of June 30, 2016, that certain Amendment No. 2, dated as of October 25, 2017, and that certain Amendment No. 3, dated as of April 30, 2019), by and among Parent, the Company, certain U.S. subsidiaries of Parent party thereto, Moores The Suit People Corp., a Nova Scotia unlimited company, JPMorgan Chase Bank, N.A., as the administrative agent and the collateral agent, and certain lenders party thereto from time to time (the “**Pre-Petition ABL Credit Agreement**”), (i) as modified by the terms set forth herein and the transactions contemplated by the RSA, (ii) subject to modifications to reflect changes in law or accounting standards since the date of such precedent and administrative agency, collateral agency and operational requirements of the Administrative Agent and Collateral Agent (including, without limitation, to incorporate provisions relating to LIBOR successor language, bail-in provisions and QFC stay rules) and (iii) with such other terms and conditions as may be reasonably agreed between the Borrowers, the Administrative Agent and the Lenders. The Definitive Documentation shall be negotiated in good faith within a reasonable time period to be determined based on the expected date of the Court’s entry of the Confirmation Order. This paragraph, collectively, is referred to herein as the “**Documentation Principles**”.

Purpose: The proceeds of the Exit Revolving Facility will be used by the Borrowers (a) on the Conversion Date, together with the proceeds of borrowings under any other long term Indebtedness for borrowed money that is incurred in connection with the Acceptable Plan, and cash on hand, (i) to pay the consideration for the reorganization that is consummated in accordance with the Acceptable Plan (the “**Reorganization**”), (ii) for the refinancing of any Pre-Petition Indebtedness (including the Indebtedness outstanding (if any) under the Pre-Petition ABL Credit Agreement) and the replacement of the Indebtedness outstanding under the DIP Credit Agreement pursuant to the conversion described in Section 2.23 of the DIP Credit Agreement, (iii) for the payment of any close-out fees in connection with the termination of hedging obligations, if any, of the Borrower and its subsidiaries (including accrued and unpaid interest and applicable premiums), to consummate the Reorganization and other transactions contemplated by the Acceptable Plan (collectively, the

“**Transactions**”) and (iv) to pay fees, costs and expenses related to the Transactions and relating to the Cases (including professional fees) and for other general corporate purposes and (b) on and after the Conversion Date, to finance the working capital needs and other general corporate purposes of the Borrower Representative and its subsidiaries (including for capital expenditures, acquisitions, working capital and/or purchase price adjustments, the payment of transaction fees and expenses (in each case, including in connection with the Reorganization), other investments, restricted payments and any other purpose not prohibited by the Definitive Documentation).

Incremental Facility: In an amount not to exceed \$50,000,000 in the aggregate, and otherwise substantially similar to the Pre-Petition ABL Credit Agreement, subject to the Documentation Principles.

Maturity Date: The earlier of (i) 4 years after the Petition Date and (ii) the date that is 91 days prior to the final scheduled maturity of any Indebtedness outstanding under the Exit Facility Agreement (as defined in the Term Credit Agreement).

Availability: Exit Revolving Loans and Letters of Credit (subject to the Letter of Credit sublimit set forth above) under the Exit Revolving Facility may be made to the Borrowers on a revolving basis up to the lesser of (i) Exit Revolving Commitments and (ii) the Borrowing Base then in effect (the lesser of (i) and (ii) being hereinafter referred to as the “**Line Cap**”).

The “**Borrowing Base**” shall be equal to the sum, at the time of calculation of (a) 90% of the face amount of eligible credit card account receivables of the Loan Parties; plus (b) 85% of the face amount of eligible accounts receivables; plus (c) the lesser of (i) 90% of the appraised net orderly liquidation value of eligible inventory and (ii) the net book value of eligible inventory (provided that in no event shall the amount included in the Borrowing Base pursuant to this clause (c) attributable to uncut fabric bolsters exceed \$10,000,000 at any time); plus (d) the lesser of (i) 85% of the appraised net orderly liquidation value of eligible rental inventory and (ii) the net book value of eligible rental inventory (provided that in no event shall the amount included in the Borrowing Base pursuant to this clause (d) exceed 20% of the total Borrowing Base) minus (e) customary reserves imposed by the Administrative Agent in its Permitted Discretion, minus (f) the Availability Block (as defined below).

The Administrative Agent may, in its Permitted Discretion upon prior notice (other than during a Dominion Period in which case notice shall not be required) to the Borrower Representative, reduce the advance rates set forth above, adjust Reserves or reduce one or more of the other elements used in computing the Borrowing Base.

The amount of any reserve established by the Administrative Agent shall have a reasonable relationship to the event, condition or other matter which is the basis for such reserve. Reserves will include, without

limitation, specific items arising from field exams/appraisals/audits. Notwithstanding anything herein to the contrary, Administrative Agent shall not establish duplicate reserves to the address the same event, condition or matter otherwise addressed within the applicable eligibility definitions and shall not duplicate other reserves then established.

Eligible credit card accounts receivables, eligible account receivables, eligible inventory and eligible rental inventory shall be defined in a manner generally consistent with the Documentation Principles, with such changes, if any, as may be mutually agreed.

“Permitted Discretion” means a determination of the Administrative Agent made in good faith and in the exercise of reasonable (from the perspective of a secured asset-based lender) business judgment.

Notwithstanding the foregoing, to the extent the Administrative Agent has not received an Inventory appraisal for the Borrowers that is reasonably satisfactory to the Administrative Agent by December 31, 2020, the Administrative Agent shall impose an availability block equal to not greater than 10% of the Line Cap (the **“Availability Block”**) until such time as such Inventory appraisal (that is reasonably satisfactory to the Administrative Agent) has been completed; provided that if such Inventory appraisal (that is reasonably satisfactory to the Administrative Agent) has not been completed by March 31, 2021, an Event of Default shall be deemed to have occurred and be continuing as a result thereof.

Amortization:

None.

Voluntary Prepayments and Commitment Reductions:

Voluntary prepayments of borrowings and voluntary reductions of the unutilized portion of the commitments under the Exit Revolving Facility will be permitted at any time, in minimum principal amounts to be mutually agreed upon between the Borrowers and the Administrative Agent consistent with the Documentation Principles, without premium or penalty, subject to reimbursement of the Lenders’ redeployment costs (other than lost profits) in the case of a prepayment of Eurodollar Borrowings prior to the last day of the relevant interest period.

Mandatory Prepayments:

Substantially similar to the Pre-Petition ABL Credit Agreement, subject to the Documentation Principles.

Interest Rates and Fees:

The Exit Revolving Facility shall bear interest and accrue fees at the rates set forth on Annex I hereto.

Guarantees:

All obligations of the Borrowers under the definitive credit agreement for the Exit Revolving Facility (the **“Exit Credit Agreement”**) and the related guarantee and collateral agreement, mortgage agreements (if any) and other collateral documents (together with the Exit Credit Agreement, the **“Loan Documents”**) (collectively, the **“Borrowers Obligations”**) will be unconditionally guaranteed jointly and severally on a senior basis (the **“Guarantees”**) by each existing and subsequently acquired or

organized direct or indirect domestic subsidiary of the Parent and the direct or indirect Canadian subsidiaries of the Canadian Borrower (other than customary excluded subsidiaries as set forth in the Pre-Petition ABL Credit Agreement) (the “**Subsidiary Guarantors**”, together with the Borrowers and the Canadian Borrower, the “**Loan Parties**”).

Security:

Subject to the intercreditor agreement described below under “**Intercreditor Agreement**” and other customary limitations and exclusions to be mutually agreed, the Borrowers’ Obligations and the Guarantees (collectively the “**Secured Obligations**”) will be secured on a first priority basis by substantially all assets of the Loan Parties (collectively, the “**Collateral**”).

All of the foregoing described in this section and the “Guarantees” section above, the “**Collateral and Guarantee Requirement**”.

Conditions Precedent to the Conversion Date:

The availability of the Exit Revolving Facility on the Conversion Date and any extension of credit thereunder will be subject solely to satisfaction (or waiver) of the following conditions:

- execution and delivery by the Loan Parties of the Definitive Documentation to be delivered at closing;
- delivery of promissory notes to the Lenders on the Conversion Date, if requested at least two (2) Business Days before the Conversion Date;
- delivery of board resolutions and organizational documents of the Loan Parties;
- delivery of incumbency/specimen signature certificate of the Loan Parties;
- delivery of customary legal opinions by counsel to the Borrowers;
- there shall not have occurred since the Petition Date any event or condition that has had or would be reasonably expected, either individually or in the aggregate, to have a Material Adverse Effect (for purposes of this condition, defined in a manner substantially similar to the Pre-Petition ABL Credit Agreement) but including a carve-out to be agreed with respect to the impacts of the cases and COVID-19 in determining whether a “Material Adverse Effect” has occurred or exists under clause (a) thereof;
- the Agents shall have received a certificate (in substantially the same form as the corresponding certificate delivered in connection with the Pre-Petition ABL Credit Agreement) of the chief financial officer (or financial officer in a similar role) of the Company, stating that it and its subsidiaries, taken as a whole, as

of the Conversion Date, are solvent, in each case, after giving effect to the consummation of the Acceptable Plan;

- all fees due and payable to the Agents, Collateral Agent and Lenders shall have been paid (or shall have been caused to be paid), and all expenses to be paid or reimbursed to the Agents, Collateral Agent and Lenders that have been invoiced at least three (3) Business Days prior to the Conversion Date shall have been paid (or shall have been caused to be paid);
- the Loan Parties shall have provided the documentation and other information to the Lenders that are required by regulatory authorities under applicable “know-your-customer” rules and regulations, including the Patriot Act, at least three (3) Business Days prior to the Conversion Date (or such later date agreed to by the Administrative Agent) to the extent requested ten (10) days prior to the Conversion Date;
- the Court shall have entered (A) the Confirmation Order and (B) one or more orders authorizing and approving the extensions of credit in respect of the Exit Credit Agreement, each in the amounts and on the terms set forth herein, and all transactions contemplated by the Exit Credit Agreement, and, in each case, such orders shall be in full force and effect and shall not have been stayed, reversed, vacated or otherwise modified;
- the Collateral and Guarantee Requirement (excluding certain customary post-closing items to be mutually agreed) shall have been satisfied or waived and a satisfactory Intercreditor Agreement with respect to the take back debt shall have been executed and delivered and be in full force and effect;
- the effective date under the Acceptable Plan shall have occurred, or shall occur contemporaneously with the effectiveness of the Exit Revolving Facility and all conditions precedent thereto as set forth therein shall have been satisfied or waived, including, without limitation, the satisfaction in full of the Indebtedness under the Pre-Petition ABL Credit Agreement and the DIP Credit Agreement;
- the accuracy of representations and warranties in all material respects (without duplication of any materiality qualifier) on the Conversion Date (except to the extent any such representation or warranty is stated to relate solely to an earlier date, in which case such representation or warranty shall be true and correct in all material respects (without duplication of any materiality qualifier) as of such earlier date);
- the absence of the existence of any default or event of default under the Loan Documents on the Conversion Date;

- the receipt by the Agents and the Lenders of an updated business plan in form reasonably consistent with the business plan received prior to the filing of the Chapter 11 cases;
- the Loan Parties shall have delivered a borrowing base certificate dated as of the Conversion Date calculated with respect to the month ending at least 15 days prior to the Conversion Date, reflecting Availability as of the Conversion Date of not less than 25% of the Line Cap (after giving effect to all payments required to be made in connection with the Conversion Date, the release of any Restricted Cash (and corresponding pay down of amounts outstanding under the DIP ABL Facility) on or prior to the Conversion Date, and the release of reserves which are no longer applicable after such payments); and
- the aggregate amount of Indebtedness of the Company and its Restricted Subsidiaries (excluding the obligations under the Exit Revolving Facility and obligations outstanding on the Petition Date or permitted under the DIP Credit Agreement and permitted to remain outstanding pursuant to the RSA) shall not exceed \$425,000,000 on a pro forma basis after giving to the Transactions on the Conversion Date.

Conditions to All Borrowings:

The conditions to all borrowings will be limited to:

- (1) prior written notice of borrowing,
- (2) the accuracy in all material respects (or in respect of representations and warranties qualified as to materiality, Material Adverse Effect or similar language, in all respects) of representations and warranties,
- (3) the absence of any default or Event of Default,
- (4) the absence of any overadvance as a result of such borrowing, and
- (5) after giving pro forma effect to any borrowing and any use of proceeds thereof, the aggregate amount of unrestricted cash and cash equivalents of the Borrowers and Guarantors (exclusive of any (i) cash contained in any escrow accounts, payroll accounts, tax withholding accounts, trust or fiduciary accounts held exclusively for the benefit of third persons or employee wage and benefit accounts and (ii) other amounts permitted to be paid by the Company or its Restricted Subsidiaries in accordance with the Definitive Documentation for which the Company or its Restricted Subsidiaries has issued checks or has initiated wires or ACH transfers (but which amounts have not, as of such time, been subtracted from the balance in the relevant account of the Company or its Restricted Subsidiary as of such date of determination)) shall not exceed \$50,000,000.

Representations and Warranties:

Substantially similar to the Pre-Petition ABL Credit Agreement, subject to the Documentation Principles.

Affirmative Covenants:

Substantially similar to the Pre-Petition ABL Credit Agreement, subject to the Documentation Principles; provided that the following modifications will be made:

1. The definition of “Enhanced Reporting Period” shall be amended and restated in its entirety as follows:

“Enhanced Reporting Period” means any period (a) commencing at any time when Availability shall be less than the greater of (i) 20% of the Line Cap and (ii) \$80,000,000 and (b) ending when Availability shall have been greater than the greater of (i) 20% of the Line Cap then in effect and (ii) \$80,000,000 for a period of 30 consecutive days.”

2. The definition of “Payment Conditions” shall be amended and restated in its entirety as follows:

“Payment Conditions” means, at the time of determination with respect to a specified transaction or payment, that (a) no Default or Event Default then exists or would arise as a result of the entering into of such transaction or the making of such payment, and (b) on a Pro Forma Basis after giving effect to such transaction or payment and any incurrence or repayment of Indebtedness in connection therewith, both (I) Availability on such date and for each of the 90 days preceding such transaction or payment is equal to or greater than the greater of (x) \$80,000,000 and (y) 20% of the Line Cap and (II) the Fixed Charge Coverage Ratio for the most recently ended four fiscal quarter period for which financial statements have been delivered to the Administrative Agent pursuant to Section 5.01(a) or (b) is at least 1.1 to 1.0; *provided that*, in each case, Parent shall have delivered to the Administrative Agent a reasonably detailed calculation of such Availability and, if applicable, the Fixed Charge Coverage Ratio. In connection with any transaction, event, or payment subject to Payment Conditions, the Lead Borrower shall have delivered a customary officer’s certificate to the Administrative Agent certifying as to compliance with the requirements of clauses (a) and (b), together with reasonably detailed supporting calculations therefor.

3. The definition of “Reduced Availability Period” shall be amended and restated in its entirety as follows:

“Reduced Availability Period” means any period (a) commencing at any time when Availability shall be less than the greater of (i) 12.5% of the Line Cap and (ii) \$40,000,000 and (b) ending when Availability shall have been greater than the greater of (i) 12.5% of the Line Cap then in effect and (ii) \$40,000,000 for a period of 30 consecutive days.”

4. The definition of “Weekly Reporting Period” shall be amended and restated in its entirety as follows:

“Weekly Reporting Period” means any period (a) commencing at any time when Availability shall be less than the greater of (i) 12.5% of the Line Cap then in effect and (ii) \$40,000,000 and (b) ending when Availability shall have been greater than the greater of (i) 12.5% of the Line Cap then in effect and (ii) \$40,000,000 for a period of 30 consecutive days.”

5. Section 5.12(a) shall be amended and restated in its entirety as follows:

“(a) at any time after Availability shall have been less than the greater of (i) 20% of the Line Cap then in effect and (ii) \$60,000,000 for three (3) consecutive Business Days, the Administrative Agent may request a second appraisal in the then-current twelve-month period,”

6. Section 5.13(a) shall be amended and restated in its entirety as follows:

“(a) at any time after Availability shall have been less than the greater of (i) 20% of the Line Cap then in effect and (ii) \$60,000,000 for three (3) consecutive Business Days, the Administrative Agent may elect to conduct a second field examination in the then-current twelve-month period,”

Negative Covenants:

Substantially similar to the Pre-Petition ABL Credit Agreement, subject to the Documentation Principles and subject to customary and usual exceptions, qualifications and “baskets” to be mutually agreed and set forth in the Exit Credit Agreement; provided that so long as the Payment Conditions are met the Company shall be permitted to make unlimited restricted payments, investments, junior debt payments, asset dispositions and incur debt and liens (so long as any such liens are junior in priority to those granted to the Collateral Agent with respect to the ABL Priority Collateral (as defined in the Intercreditor Agreement) subject to satisfactory intercreditor agreements acceptable to the Agents).

Financial Covenant:

1. From the Conversion Date until the date that is the first anniversary of the Conversion Date, the Loan Parties will not permit Availability at any time to be less than the greater of (i) 10% of the Line Cap and (ii) \$40,000,000.

2. From and after the first anniversary of the Conversion Date, the Loan Parties will not permit the Fixed Charge Coverage Ratio for any period of four fiscal quarters ending immediately prior to the occurrence of a Covenant Period for which financial statements have been, or were required to be, delivered pursuant to Section 5.01 of the Credit Agreement, to be less than 1.00 to 1.00.

The definition of “Covenant Period” shall be amended and restated in its entirety as follows:

“Covenant Period” means any period (a) commencing on any date when Availability shall have been less than the greater of (i) 10% of the Line

Cap and (ii) \$40,000,000 and (b) ending on the first day thereafter when Availability shall have been at least the greater of (i) 10% of the Line Cap then in effect and (ii) \$40,000,000 for at least 30 consecutive days.”

Unrestricted Subsidiaries:	Usual and customary for transactions of this type, subject to the Documentation Principles.
Events of Default:	Usual and customary for transactions of this type, subject to the Documentation Principles.
Voting:	Usual and customary for transactions of this type, subject to the Documentation Principles.
Required Lenders	Lenders having aggregate Credit Exposure and unused Exit Revolving Commitments representing more than 50% of the sum of the total Credit Exposure and unused Exit Revolving Commitments at such time.
Intercreditor Agreement:	Usual and customary for transactions of this type, subject to the Documentation Principles and based on that certain Intercreditor Agreement, dated as of June 18, 2014, among the Pre-Petition Agent, the Pre-Petition Term Agent, and the other parties thereto, except as otherwise agreed by the Administrative Agent and the Lenders.
Cost and Yield Protection:	Usual and customary for transactions of this type, subject to the Documentation Principles.
Defaulting Lenders:	Usual and customary for transactions of this type, subject to the Documentation Principles.
Assignments and Participations:	Usual and customary for transactions of this type, subject to the Documentation Principles.
Expenses and Indemnification:	Usual and customary for transactions of this type, subject to the Documentation Principles (including, but limited to, the reasonable fees and expenses of no more than one primary U.S. counsel and one primary Canadian counsel to the Lenders and the Agents, which counsel shall be Morgan Lewis & Bockius LLP and McMillan LLP, and local bankruptcy counsel).
Governing Law and Forum:	New York except as to certain collateral documents to be governed by local law.

ANNEX I to
EXHIBIT G

INTEREST RATES:

The interest rates per annum applicable to the Exit Revolving Loans denominated in Dollars will be (i) (a) the Adjusted LIBO Rate (subject to a “floor” of 0.75%), plus (b) the Applicable Rate (as hereinafter defined) (such loans herein referred to as “**Eurodollar Exit Revolving Loans**”) or, at the option of the Borrowers, (ii) (a) the Alternate Base Rate plus (b) the Applicable Rate (such loans herein referred to as “**ABR Exit Revolving Loans**”). “**Applicable Rate**” means a percentage per annum to be determined in accordance with the applicable pricing grid set forth below, based on average daily availability for the preceding fiscal quarter for which the calculation is being made.

The Canadian Borrower may elect that the Canadian Dollar Exit Revolving Loans comprising each borrowing bear interest at a rate per annum equal to (a) the Canadian Prime Rate (such loans herein referred to as “**Canadian Prime Rate Exit Revolving Loans**”) plus the Applicable Rate or (b) the CDOR Rate (such loans herein referred to as “**CDOR Exit Revolving Loans**”) plus the Applicable Rate.

The Borrowers may select interest periods of one, two, three or six (or twelve with applicable Lender consent) months for Eurodollar Exit Revolving Loans. The Canadian Borrower may select interest periods of one, two, three or six months for CDOR Exit Revolving Loans. Interest on Eurodollar Exit Revolving Loans and CDOR Exit Revolving Loans shall be payable at the end of the selected interest period, but no less frequently than quarterly. Interest on ABR Exit Revolving Loans and Canadian Prime Rate Exit Revolving Loans shall be payable on the first business day of each calendar month.

Each Swing Line Loan shall be denominated in Dollars or Canadian Dollars and bear interest at the Alternate Base Rate plus the Applicable Rate for ABR Exit Revolving Loans under the Exit Revolving Facility.

If any principal of or interest on any Exit Revolving Loan or any fee or other amount payable by the Borrowers is not paid when due (after giving effect to any applicable grace period), whether at stated maturity, upon acceleration or otherwise, such overdue amount shall bear interest, after as well as before judgment, at a rate per annum equal to (i) in the case of overdue principal of any Exit Revolving Loan, 2% per annum plus the rate otherwise applicable to such Exit Revolving Loan or (ii) in the case of any other amount, 2% per annum plus the rate applicable to ABR Exit Revolving Loans (or Canadian Prime Rate Exit Revolving Loans if such Exit Revolving Loan is denominated in Canadian Dollars).

“Alternate Base Rate” means, for any day, a rate per annum equal to the greatest of (a) the rate of interest publicly announced by the Administrative Agent as its prime rate in effect at its principal office in New York City (the **“Prime Rate”**) on such day, (b) the NYFRB Rate in effect on such day plus $\frac{1}{2}$ of 1% per annum and (c) the Adjusted LIBO Rate on such day for a deposit in dollars with a maturity of one month plus 1% per annum.

“Adjusted LIBO Rate” means the London interbank offered rate as administered by the ICE Benchmark Administration (or any other Person that takes over the administration of such rate), as adjusted for statutory reserve requirements. The Loan Documents shall incorporate LIBO Rate replacement language consistent with the LIBO Rate replacement provisions proposed by the Alternative Reference Rate Committee, subject to the approval of the Borrowers and in accordance with JPMorgan Chase Bank, N.A. approved in-house requirements and regulatory guidelines.

“Canadian Prime Rate” means, on any day, the rate determined by the Administrative Agent to be the higher of (i) the rate equal to the PRIMCAN Index rate that appears on the Bloomberg screen at 10:15 a.m. Toronto time on such day (or, in the event that the PRIMCAN Index is not published by Bloomberg, any other information services that publishes such index from time to time, as selected by the Administrative Agent in its reasonable discretion) and (ii) the average rate for 30 day Canadian Dollar bankers’ acceptances that appears on the Reuters Screen CDOR Page (or, in the event such rate does not appear on such page or screen, on any successor or substitute page or screen that displays such rate, or on the appropriate page of such other information service that publishes such rate from time to time, as selected by the Administrative Agent in its reasonable discretion) at 10:15 a.m. Toronto time on such day, plus 1% per annum; provided, that if any the above rates shall be less than zero, such rate shall be deemed to be zero. Any change in the Canadian Prime Rate due to a change in the PRIMCAN Index or the CDOR Rate shall be effective from and including the effective date of such change in the PRIMCAN Index or CDOR Rate, respectively.

“CDOR Rate” means, for an interest period equal to one, two, three or six months (as selected by the Canadian Borrower), the Canadian deposit offered rate which, in turn means on any day the sum of (a) the annual rate of interest determined with reference to the arithmetic average of the discount rate quotations of all institutions listed in respect of the relevant interest period for Canadian Dollar-denominated bankers’ acceptances displayed and identified as such on the **“Reuters Screen CDOR Page”** as defined in the International Swaps and Derivatives Association, Inc. definitions, as modified and

amended from time to time (the “CDOR Screen Rate”), as of 10:00 a.m. Toronto local time on the first day of the applicable interest period and, if such day is not a business day, then on the immediately preceding business day (as adjusted by the Administrative Agent after 10:00 a.m. Toronto local time to reflect any error in the posted rate of interest or in the posted average annual rate of interest) plus (b) 0.10% per annum; provided that (x) if the CDOR Screen Rate shall be less than 0.75%, such rate shall be deemed to be 0.75% and (y) if the CDOR Screen Rate is not available on the Reuters Screen CDOR Page on any particular day, then the Canadian deposit offered rate component of such rate on that day shall be calculated as the cost of funds quoted by the Administrative Agent to raise CAD Dollars for the applicable interest period as of 10:00 a.m. Toronto local time on such day for commercial loans or other extensions of credit to businesses of comparable credit risk; or if such day is not a business day, then as quoted by the Administrative Agent on the immediately preceding business day.

PRICING GRID:

- (a) From and after the Conversion Date until the date on which the compliance certificate is delivered in accordance with the terms of the Exit Credit Agreement for the first full fiscal quarter of the Company after the Conversion Date, the percentage per annum set forth in Level III of the pricing grid below; and
- (b) at all times after the compliance certificate is delivered in accordance with the terms of the Exit Credit Agreement for the first full fiscal quarter of the Company after the Conversion Date, the applicable percentages per annum set forth in the pricing grid below, in each case based on the average daily availability for the preceding fiscal quarter for which the calculation is being made:

Level	Average Daily Availability	Applicable Margin for Eurodollar/ CDOR Exit Revolving Loans	Applicable Margin for ABR/ Canadian Prime Rate Exit Revolving Loans
I	Greater than 66.7% of the Line Cap	2.25%	1.25%
II	Greater than or equal to 33.3% of the Line Cap	2.50%	1.50%

	but less than or equal to 66.7% of the Line Cap		
III	Less than 33.3% of the Line Cap	2.75%	1.75%

***CALCULATION OF
INTEREST AND
FEES:***

All calculations of interest and fees shall be made on the basis of actual number of days elapsed in a 360 day year, except that interest computed by reference to the Alternate Base Rate at times when the Alternate Base Rate is based on the Prime Rate shall be computed on the basis of a year of 365 days (or 366 days in a leap year), and in each case shall be payable for the actual number of days elapsed (including the first day but excluding the last day). Changes to the pricing grid level shall be based on average daily availability for the preceding fiscal quarter for which the calculation is being made.

UNUSED LINE FEE:

Commencing on the Conversion Date, an unused line fee (the “Unused Line Fee”) shall be payable on the average daily unused portions of the commitments under the Exit Revolving Facility at a rate equal to 0.30% per annum.

The Unused Line Fee shall be payable in arrears on the first Business Day of each January, April, July and October, commencing on the first such date to occur after the Conversion Date, and on the date on which the Exit Revolving Commitments terminate.

***LETTER OF CREDIT
FEES:***

Letter of Credit fees shall be payable on the maximum amount available to be drawn under each outstanding Letter of Credit at a rate per annum equal to the Applicable Margin for Eurodollar Exit Revolving Loans.

In addition, a fronting fee shall be payable at a rate per annum equal to an amount equal to 0.125%. Participation fees and fronting fees accrued through and including the last day of each calendar month shall be payable on the first Business Day of the next succeeding month, commencing on the first such date to occur after the Conversion Date; provided that all such fees shall be payable on the date on which the Exit Revolving Commitments terminate and any such fees accruing after the date on which the Exit Revolving Commitments terminate shall be payable on demand.

Annex 3

Exculpation and Release Language

Chapter 11 Case Releases

The release, discharge, injunction and exculpation provisions applicable to the Restructuring Transactions shall be set forth only in the Plan, substantially as set forth below⁴

Discharge of Claims and Termination of Interests	Pursuant to section 1141(d) of the Bankruptcy Code, and except as otherwise specifically provided in the Plan or in any contract, instrument, or other agreement or document created pursuant to the Plan, the distributions, rights, and treatment that are provided in the Plan shall be in complete satisfaction, discharge, and release, effective as of the Effective Date, of Claims (including any Debtor Intercompany Claims resolved or compromised after the Effective Date by the Reorganized Debtors), Interests, and Causes of Action of any nature whatsoever, including any interest accrued on Claims or Interests from and after the Petition Date, whether known or unknown, against, liabilities of, Liens on, obligations of, rights against, and Interests in, the Debtors or any of their assets or properties, regardless of whether any property shall have been distributed or retained pursuant to the Plan on account of such Claims and Interests, including demands, liabilities, and Causes of Action that arose before the Effective Date, any liability (including withdrawal liability) to the extent such Claims or Interests relate to services performed by employees of the Debtors before the Effective Date and that arise from a termination of employment, any contingent or non-contingent liability on account of representations or warranties issued on or before the Effective Date, and all debts of the kind specified in sections 502(g), 502(h), or 502(i) of the Bankruptcy Code, in each case whether or not: (1) a Proof of Claim based upon such debt or right is filed or deemed filed pursuant to section 501 of the Bankruptcy Code; (2) a Claim or Interest based upon such debt, right, or Interest is Allowed pursuant to section 502 of the Bankruptcy Code; or (3) the Holder of such a Claim or Interest has accepted the Plan. Any default or “event of default” by the Debtors or Affiliates with respect to any Claim or Interest that existed immediately before or on account of the filing of the Chapter 11 Cases shall be deemed cured (and no longer continuing) as of the Effective Date. The Confirmation Order shall be a judicial determination of the discharge of all Claims and Interests subject to the Effective Date occurring.
Released Parties	Collectively, and in each case in its capacity as such: (a) the Debtors and the Reorganized Debtors; (b) the Term Loan Lenders; (c) the Term Loan Agent, (d) the ABL Lenders; (e) the ABL Agent; (f) with respect to each of the foregoing entities, each such Entity’s current and former predecessors, successors, Affiliates (regardless of whether such interests are held directly or indirectly), subsidiaries, direct and indirect equity holders, funds, portfolio companies, management companies; and (g) with respect to each of the foregoing Entities in clauses (a) through (f), each of their respective current and former directors, officers, members, employees, partners, managers, independent contractors, agents, representatives, principals, professionals, consultants, financial advisors, attorneys, accountants, investment bankers, and other professional advisors

⁴ Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Plan.

	(with respect to clause (f), each solely in their capacity as such); <i>provided, however</i> , that any Holder of a Claim or Interest in a voting Class that objects to the Plan and votes to reject the Plan (and thereby opts out of the releases) shall not be a “Released Party.”
Releasing Parties	Collectively, and in each case in its capacity as such: (a) the Debtors and the Reorganized Debtors; (b) the Term Loan Lenders; (c) the Term Loan Agent, (d) the ABL Lenders; (e) the ABL Agent; (f) with respect to each of the foregoing entities, each such Entity’s current and former predecessors, successors, Affiliates (regardless of whether such interests are held directly or indirectly), subsidiaries, direct and indirect equity holders, funds, portfolio companies, management companies; and (g) with respect to each of the foregoing Entities in clauses (a) through (f), each of their respective current and former directors, officers, members, employees, partners, managers, independent contractors, agents, representatives, principals, professionals, consultants, financial advisors, attorneys, accountants, investment bankers, and other professional advisors (with respect to clause (f), each solely in their capacity as such); and (k) all Holders of Claims and Interests not described in the foregoing clauses (a) through (f); <i>provided, however</i> , that any Holder of a Claim or Interest that (1) votes to reject the Plan and (2) objects to the releases in the Plan, shall not be a “Releasing Party” for purposes of the Plan.
Releases by the Debtors	Pursuant to section 1123(b) of the Bankruptcy Code, for good and valuable consideration, on and after the Effective Date, each Released Party is deemed released and discharged by the Debtors, the Reorganized Debtors, and their Estates from any and all Causes of Action, including any derivative claims asserted on behalf of the Debtors, that the Debtors, the Reorganized Debtors, or their Estates would have been legally entitled to assert in their own right (whether individually or collectively) or on behalf of the Holder of any Claim or Interest, or that any Holder of any Claim or Interest could have asserted on behalf of the Debtors, based on or relating to, or in any manner arising from, in whole or in part: (a) the Debtors, the Debtors’ restructuring efforts, intercompany transactions, the formulation, preparation, dissemination, negotiation, or filing of the Restructuring Support Agreement; (b) any Restructuring Transaction, contract, instrument, release, or other agreement or document (including providing any legal opinion requested by any Entity regarding any transaction, contract, instrument, document, or other agreement contemplated by the Plan or the reliance by any Released Party on the Plan or the Confirmation Order in lieu of such legal opinion) created or entered into in connection with the Restructuring Support Agreement, the Disclosure Statement, or the Plan; (c) the Chapter 11 Cases, the Disclosure Statement, the Plan, the filing of the Chapter 11 Cases, the pursuit of Confirmation, the pursuit of Consummation, the administration and implementation of the Plan, including the issuance or distribution of Securities pursuant to the Plan, or the distribution of property under the Plan or any

	other related agreement; or (d) any other act or omission, transaction, agreement, event, or other occurrence taking place on or before the Effective Date. Notwithstanding anything to the contrary in the foregoing, the releases set forth above (i) do not release any post-Effective Date obligations of any party or Entity under the Plan, any Restructuring Transaction, or any document, instrument, or agreement (including those set forth in the Plan Supplement) executed to implement the Plan and (ii) do not release any claims related to any act or omission that constitutes fraud, willful misconduct, or gross negligence, but in all respects such Entities shall be entitled to reasonably rely upon the advice of counsel with respect to their duties and responsibilities pursuant to the Plan.
Releases by Holders of Claims and Interests of the Debtors	As of the Effective Date, each Releasing Party is deemed to have released and discharged each Debtor, Reorganized Debtor, and Released Party from any and all Causes of Action, including any derivative claims asserted on behalf of the Debtors, that such Entity would have been legally entitled to assert (whether individually or collectively), based on or relating to, or in any manner arising from, in whole or in part: (a) the Debtors, the Debtors' restructuring efforts, intercompany transactions, the formulation, preparation, dissemination, negotiation, or filing of the Restructuring Support Agreement; (b) any Restructuring Transaction, contract, instrument, release, or other agreement or document (including providing any legal opinion requested by any Entity regarding any transaction, contract, instrument, document, or other agreement contemplated by the Plan or the reliance by any Released Party on the Plan or the Confirmation Order in lieu of such legal opinion) created or entered into in connection with the Restructuring Support Agreement, the Disclosure Statement, or the Plan; (c) the Chapter 11 Cases, the Disclosure Statement, the Plan, the filing of the Chapter 11 Cases, the pursuit of Confirmation, the pursuit of Consummation, the administration and implementation of the Plan, including the issuance or distribution of Securities pursuant to the Plan, or the distribution of property under the Plan or any other related agreement; or (d) any other act or omission, transaction, agreement, event, or other occurrence taking place on or before the Effective Date. Notwithstanding anything to the contrary in the foregoing, the releases set forth above (i) do not release any post-Effective Date obligations of any party or Entity under the Plan, any Restructuring Transaction, or any document, instrument, or agreement (including those set forth in the Plan Supplement) executed to implement the Plan and (ii) do not release any claims related to any act or omission that constitutes fraud, willful misconduct, or gross negligence, but in all respects such Entities shall be entitled to reasonably rely upon the advice of counsel with respect to their duties and responsibilities pursuant to the Plan.

Exculpated Parties	Collectively, and in each case in its capacity as such: (a) the Debtors and the Reorganized Debtors; (b) each Consenting Term Loan Lender; (c) each member of the Ad Hoc Group; and (d) with respect to each of the foregoing entities, each such Entity's current and former predecessors, successors, Affiliates (regardless of whether such interests are held directly or indirectly), subsidiaries, direct and indirect equity holders, funds, portfolio companies, management companies.
Exculpation	Except as otherwise specifically provided in the Plan, no Exculpated Party shall have or incur, and each Exculpated Party is hereby released and exculpated from any Cause of Action for any claim related to any act or omission in connection with, relating to, or arising out of, the Chapter 11 Cases, the formulation, preparation, dissemination, negotiation, filing, or termination of the Restructuring Support Agreement and related prepetition transactions, the Disclosure Statement, the Plan, or any Restructuring Transaction, contract, instrument, release or other agreement or document (including providing any legal opinion requested by any Entity regarding any transaction, contract, instrument, document, or other agreement contemplated by the Plan or the reliance by any Exculpated Party on the Plan or the Confirmation Order in lieu of such legal opinion) created or entered into in connection with the Disclosure Statement or the Plan, the filing of the Chapter 11 Cases, the pursuit of Confirmation, the pursuit of Consummation, the administration and implementation of the Plan, including the issuance of Securities pursuant to the Plan, or the distribution of property under the Plan or any other related agreement, except for claims related to any act or omission that constitutes actual fraud, willful misconduct, or gross negligence, but in all respects such Entities shall be entitled to reasonably rely upon the advice of counsel with respect to their duties and responsibilities pursuant to the Plan. The Exculpated Parties have, and upon completion of the Plan shall be deemed to have, participated in good faith and in compliance with the applicable laws with regard to the solicitation of, and distribution of, consideration pursuant to the Plan and, therefore, are not, and on account of such distributions shall not be, liable at any time for the violation of any applicable law, rule, or regulation governing the solicitation of acceptances or rejections of the Plan or such distributions made pursuant to the Plan.
Injunctions	Except as otherwise expressly provided in the Plan or for obligations issued or required to be paid pursuant to the Plan or the Confirmation Order, all Entities that have held, hold, or may hold claims or interests that have been released pursuant to the Plan, shall be discharged pursuant to the Plan, or are subject to exculpation pursuant to the Plan, are permanently enjoined, from and after the Effective Date, from taking any of the following actions against, as applicable, the Debtors, the Reorganized Debtors, or the Released Parties: (i) commencing or continuing in any manner any action or other proceeding of any kind on account of or in connection with or with respect to any such claims or interests; (ii) enforcing, attaching, collecting, or recovering by any manner or means any judgment, award, decree, or order against such Entities on account of or in connection with or with respect to any such claims or interests; (iii) creating, perfecting, or enforcing any lien or encumbrance of any kind against such Entities or the

	property or the estates of such Entities on account of or in connection with or with respect to any such claims or interests; (iv) asserting any right of setoff, subrogation, or recoupment of any kind against any obligation due from such Entities or against the property of such Entities on account of or in connection with or with respect to any such claims or interests unless such Entity has timely asserted such setoff right in a document filed with the Bankruptcy Court explicitly preserving such setoff, and notwithstanding an indication of a claim or interest or otherwise that such Entity asserts, has, or intends to preserve any right of setoff pursuant to applicable law or otherwise; and (v) commencing or continuing in any manner any action or other proceeding of any kind on account of or in connection with or with respect to any such claims or interests released or settled pursuant to the Plan.
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Annex 4

Form of Interim DIP Order

[Filed Separately With the Court]

Annex 5

Cash Collateral Term Sheet

**TAILORED BRANDS, INC., *ET AL.*,
CASH COLLATERAL TERM SHEET**

The terms set forth in this Summary of Principal Terms and Conditions (the “Term Sheet”) are being provided on a confidential basis as part of a comprehensive proposal, each element of which is consideration for the other elements and an integral aspect of the proposed consensual use of Cash Collateral (as defined below). This Term Sheet is proffered in the nature of a settlement proposal in furtherance of settlement discussions, and is intended to be entitled to the protections of Federal Rule of Evidence 408 and any other applicable statutes or doctrines protecting the use or disclosure of confidential information and information exchanged in the context of settlement discussions.

This Cash Collateral Term Sheet is for discussion purposes only as an indication of the general parameters of a transaction and does not constitute, and should not be construed in any way as, a commitment on the part of any person in connection with the proposal described herein on the terms described herein or otherwise. The terms and conditions contained herein are only indicative, and do not represent actual terms and conditions agreed to by any party. This Term Sheet does not purport to contain all the terms of an agreement to use Cash Collateral, and terms contained herein are subject to modification.

SUMMARY OF PRINCIPAL TERMS AND CONDITIONS

- Debtors:* Tailored Brands, Inc., a company incorporated under the laws of Texas (“Tailored”), and each of the affiliates and direct and indirect subsidiaries of Tailored listed on Schedule 1 attached hereto (together with Tailored, collectively, the “Debtors”), as debtors and debtors in possession under chapter 11 of title 11 of the United States Code (the “Bankruptcy Code”), in jointly administered cases (the “Chapter 11 Cases”) in the United States Bankruptcy Court for the Southern District of Texas (the “Bankruptcy Court”) (the date on which the Chapter 11 Cases are filed, the “Petition Date”).
- Prepetition Secured Parties:* Wilmington Savings Fund Society FSB (as successor to JPMorgan Chase Bank, N.A.) as Term Loan Agent (in such capacity, the “Prepetition Agent”) and the Lenders (in such capacity, the “Prepetition Lenders,” and together with the Prepetition Agent, the “Prepetition Secured Parties”) from time to time party to that certain loan agreement, dated as of June 18, 2014 (as amended, restated, amended and restated, modified, or supplemented from time to time) between The Men’s Wearhouse, Inc., as borrower, JPMorgan Chase Bank, N.A., as Term Loan Agent, and the Term Loan Lenders (the “Prepetition Term Loan Agreement,” and the loans thereunder, the “Term Loans”).
- Use of Cash Collateral:* In accordance with and subject to the Budget (as defined below) (including any Permitted Variances) and the Cash Collateral Orders (as defined below), and subject to the proviso below, the Debtors may utilize cash collateral (as defined in section 363 of the Bankruptcy Code) that is subject to the liens of the Prepetition Secured Parties (“Cash Collateral”) only for the following purposes: (A) to pay reasonable and documented transaction costs, fees and expenses that are incurred in connection with the restructuring or Chapter 11 Cases, (B) to reduce borrowings outstanding under the Prepetition ABL Facility and/or DIP ABL Facility, and (C) for

general corporate purposes of the Debtors; provided, however, that the use of designated “restricted cash” for any purposes shall be limited to the following availability upon achievement of the following milestones: (i) prior to entry of the Interim Order, the Debtors shall be prohibited from utilizing restricted cash for any purposes; (ii) upon entry of the Interim Order (defined below), the Debtors shall be permitted to use up to 10% of restricted cash (measured as of the Petition Date) in accordance with the Budget; (iii) upon entry of the Final Order (defined below), the Debtors shall be permitted to use up to an incremental 40% of the restricted cash (measured as of the Petition Date) in accordance with the Budget; (iv) upon the entry of an order approving the Disclosure Statement (defined below), the Debtors shall be permitted to use up to an incremental 20% (measured as of the Petition Date) of the restricted cash in accordance with the Budget; and (v) upon the entry the Confirmation Order (defined below), the Debtors shall be permitted to use the remainder of the restricted cash in accordance with the Budget.

Notwithstanding the foregoing, neither the Prepetition Collateral (as defined below) nor the proceeds thereof, including but not limited to the Cash Collateral, may be used (A) to pay any claim of a prepetition creditor except in accordance with the Budget, (B) to obtain or request authorization to obtain post-petition financing that is not supported by the Prepetition Agent or the Requisite Lenders (defined below), or (C) in connection with the investigation (including discovery proceedings), initiation or prosecution of any claims, causes of action, adversary proceedings or other litigation against the Prepetition Secured Parties; provided, however, that up to \$50,000 may be used in connection with the investigation by no later than the earlier of (1) (a) an official creditors' committee, within sixty (60) calendar days following the selection of counsel to such committee or (b) 75 days following the entry of the Interim Order, in the case that no such committee is appointed and (2) the entry of an order confirming a plan or the sale of all or substantially all of the Debtors' assets, of claims, causes of action, adversary proceedings or other litigation against the Prepetition Agent or the other Prepetition Secured Parties solely concerning the validity, enforceability, perfection, priority or extent of the liens securing such parties' term loans under the Prepetition Term Loan Agreement.

The use of Cash Collateral shall in all cases be in accordance with the Budget (including any Permitted Variances).

Carve-Out:

The liens and claims of the Prepetition Secured Parties shall be subject to the following Carve-Out (the “Carve-Out”):

- fees payable to the U.S. Trustee and Bankruptcy Court clerk;
- \$50,000 of fees payable to chapter 7 trustee if case is converted;
- all professional fees and expenses of estate professionals whether or not paid or allowed at the time delivery of a notice triggering the Carve-Out; and

- all professional fees and expenses of estate professionals after the date of service of the notice triggering the Carve-Out in an aggregate amount not to exceed \$2,000,000.

Interim and Final Orders:

The order approving the use of Cash Collateral on an interim basis, which shall be satisfactory in form and substance to the Prepetition Agent and the Requisite Lenders (the “Interim Order”), shall authorize and approve (i) the Debtors’ consensual use of Cash Collateral on the terms set forth herein and in accordance with the Budget (including any Permitted Variances), (ii) the granting of Adequate Protection (defined below) to the Prepetition Secured Parties as set forth herein, and (iii) other customary terms that are acceptable to the Requisite Lenders. The order approving the use of Cash Collateral on a final basis shall be in form and substance satisfactory to the Prepetition Agent and the Requisite Lenders and shall also include the Waivers (defined below) (the “Final Order” and, together with the Interim Order, the “Cash Collateral Orders”).

Budget:

Prior to the Petition Date, the Prepetition Secured Parties shall have received a 13-week cash forecast in form and substance satisfactory to the Super-Majority Lenders (defined below), which reflects, on a line-item basis, the Debtors’ weekly (i) projected cash receipts, (ii) projected cash disbursements (including ordinary course operating expenses, capital expenditures, and bankruptcy-related expenses, and certain other fees and expenses), (iii) net cash flows, (iv) total liquidity and (v) professional fees and disbursements with respect to the Debtors’ and other estate professionals (the “Budget”). The individual line items in the Budget shall be satisfactory to the Super-Majority Lenders. On a weekly basis, the Debtors will deliver to the advisors to the Prepetition Secured Parties a line-item by line-item variance report, setting forth, in reasonable detail any variances between actual amounts for each line item in the Budget for the Variance Testing Period (defined below) versus projected amounts set forth in the applicable Budget for each line item included therein on a cumulative basis for such Variance Testing Period (for the avoidance of doubt, to be prepared by comparing the sum of the four (4) figures (or less, if the applicable Variance Testing Period has less than four weeks) for each relevant fiscal week for such corresponding line item in the relevant Budget that was in effect in respect of each relevant week at the time).

The variance report shall also provide a reasonably detailed explanation (including whether such variance is permanent or temporary in nature or timing related) for any negative variance in such variance report in excess of 10% in actual receipts and any positive variance in such variance report in excess of 10% in actual operating disbursements during the Variance Testing Period (unless the dollar amount corresponding to such percentage variance is less than \$1,000,000) as compared to projections for such corresponding line items during the Variance Testing Period as set forth in the Budget.

“Variance Testing Period” means the four-fiscal week calendar period up to and through the Saturday of the fiscal week most recently ended prior to the applicable date of delivery of such variance report (provided that, if less

than four-fiscal weeks have transpired since the Petition Date, the Variance Testing Period shall include the entire period from the Petition Date through the Saturday of the fiscal week most recently ended prior to the applicable Variance Testing Period).

The Budget shall be updated by the Debtors on a fiscal monthly basis in writing transmitted to the advisors to the Prepetition Secured Parties and publicly posted on the Prepetition Agent's website to all holders of Term Loans (any such proposed updated budget, the "Proposed Budget"). Each Proposed Budget shall be substantially in the form of the initial approved Budget and otherwise satisfactory to the Steerco-Super Majority Lenders, and no such Proposed Budget shall be effective unless acceptable to the Steerco-Super Majority Lenders (which acceptance may be communicated via an email from the advisors to the Steerco-Super Majority Lenders); and upon delivery of such acceptance by the Steerco-Super Majority Lenders, such Proposed Budget shall be deemed the newly approved Budget; provided, however, that in the event the Steerco-Super Majority Lenders, on the one hand, and the Debtors, on the other hand, cannot agree as to an updated budget within three (3) business days of such Proposed Budget's delivery, such disagreement shall constitute an immediate Event of Default (defined below) once the period covered by the prior approved Budget has terminated (and at all times thereafter such then-current approved Budget shall remain in effect unless and until a new Budget is approved by the Steerco-Super Majority Lenders).

Events of Default:

The Cash Collateral Orders will contain events of default customarily found in such orders, including but not limited to the following (collectively, the "Events of Default"):

- Any Event of Default under the DIP ABL;
- The failure by the Debtors to comply with any material provision of the Cash Collateral Orders;
- The appointment of a trustee or an examiner with expanded powers;
- The conversion or dismissal of Chapter 11 Cases;
- The entry of an order reversing, staying, vacating, or otherwise modifying in any material respect the Cash Collateral Orders, or the Cash Collateral Orders shall otherwise cease to be in full force or effect;
- The Debtors' filing of an application, motion, or other pleading seeking to amend, modify, supplement or extend the Cash Collateral Orders without the consent of the Prepetition Secured Parties;
- The Debtors' filing of an application, motion or other pleading seeking authorization to obtain post-petition financing without the consent of the Prepetition Secured Parties;
- The entry of an order approving post-petition financing that is not acceptable to the Prepetition Secured Parties;
- The Debtors taking any action against any of the Prepetition Secured Parties challenging the validity, enforceability, perfection, or priority of their liens or claims;

- The termination of the restructuring support agreement executed by the Debtors, the Prepetition Agent and Requisite Lenders (the “RSA”), or the RSA otherwise ceases to be in full force and effect;
- In respect of the Budget, (i) actual aggregate operating cash receipts for any four-fiscal week period up to and through the Saturday of the fiscal week most recently ended prior to the applicable variance report delivery date (“Four Week Period”) shall be less than 90% of aggregate budgeted cash receipts for any such Four Week Period or (ii) the actual aggregate cash disbursements (excluding professional fees) for any Four Week Period shall be greater than 110% of the budgeted aggregate cash disbursements for any such Four Week Period; provided, that any variance from a prior period as tested against a cumulative budget shall carry forward in the succeeding Four Week Period for purposes of the Budget;
- Any default arises under any material prepetition indebtedness of the Debtors that is not stayed by the automatic stay in these Chapter 11 Cases;
- Any motion is filed seeking to terminate any Debtor’s exclusive right to file a chapter 11 plan (unless actively contested by the Debtors), or the expiration of any Debtor’s exclusive right to file a chapter 11 plan;
- The payment of, or application by the Debtors for authority to pay, any prepetition claim unless (i) in accordance with the Budget, and (ii) with the consent of the Requisite Lenders, which consent shall be deemed to have been provided with respect to relief set forth in the “first day” and “second day” orders;
- The Debtors shall have entered into, or made any payment in respect of, any critical vendor agreements or otherwise entered into the agreement to pay, or made on a postpetition basis, any payment in respect of critical vendor trade obligations, in each instance for an amount in excess of \$100,000 to any one vendor (in one or multiple payments), except with the written consent of the Requisite Lenders;
- The existence of any claim or charges, or the entry of any order of the Bankruptcy Court authorizing any claims or charges, entitled to superpriority administrative expense claim status in any of the Chapter 11 Cases pursuant to section 364(c)(1) of the Bankruptcy Code *pari passu* with or senior to the claims of the Prepetition Secured Parties under the Cash Collateral Orders, or there shall arise or be granted by the Bankruptcy Court (i) any claim having priority over any or all administrative expenses of the kind specified in clause (b) of section 503 or clause (b) of section 507 of the Bankruptcy Code or (ii) any lien on the Prepetition Collateral (defined below) having a priority senior to or *pari passu* with the liens and security interests granted to the Prepetition Secured Parties under the Cash Collateral Orders, except as provided in the Cash Collateral Orders;

- The automatic stay shall be modified, reversed, revoked or vacated in a manner that has a material adverse impact on the rights and interests of the Prepetition Secured Parties;
- The Debtors (A) shall have filed a motion with the Bankruptcy Court seeking entry of an order avoiding, disallowing, subordinating or recharacterizing any claim, lien or interest held by any Prepetition Secured Party arising under the Prepetition Term Loan Agreement (a “Challenge Motion”) or (B) shall fail to contest any Challenge Motion filed by a third party (including any committee), unless, in either case, the Prepetition Agent has consented to such motion; or
- The failure to satisfy any of the milestones set forth on Schedule 2 attached hereto (the “Milestones”).

Remedies:

Upon an Event of Default, the Prepetition Agent may declare (in the form of a written notice (a “Termination Notice”) that is delivered to the Debtors and filed with the Bankruptcy Court (using a CM/ECF emergency code, seeking emergency relief from the automatic stay) that the right to use Cash Collateral has been terminated; provided, however, that for the five business day period following the delivery of the Termination Notice, the Debtors shall be entitled to (i) continue to use Cash Collateral strictly in accordance with the Budget, and (ii) seek an emergency hearing with the Bankruptcy Court. The automatic stay will be automatically lifted for purposes of allowing the Prepetition Agent to deliver (and file) a Termination Notice upon an Event of Default.

Adequate Protection:

As adequate protection for the diminution in value of the liens securing the obligations under the Prepetition Term Loan Agreement (the “Prepetition Collateral”) the Prepetition Secured Parties shall, during the pendency of the Chapter 11 Cases, receive (collectively, the “Adequate Protection”) (i) the grant of additional and replacement liens on all property of the Debtors’ estates, including but not limited to any unencumbered property of the Debtors and, subject to entry of the Final Order, the proceeds of avoidance actions, subject only to the Carve-Out, (ii) a super-priority claim pursuant to section 507(b) of the Bankruptcy Code payable from all property of the Debtors’ estates, including but not limited to any unencumbered property of the Debtors and, subject to entry of the Final Order, the proceeds of avoidance actions, subject only to the Carve-Out, (iii) the payment of post-petition interest on the Term Loans at the non-default contract rate set forth in the Prepetition Term Loan Agreement, (iv) the payment of the reasonable and documented fees and expenses of the Prepetition Secured Parties (including outside counsel and financial advisors of the Prepetition Agent and the Requisite Lenders), (v) provide continued periodic reporting under the Prepetition Term Loan Credit Agreement, as well as the following enhanced reporting (on a professionals’ eyes only or non-cleansing basis) (A) a listing of permanently open store counts (i.e. stores not designated for permanent closure) by banner, updated on a weekly basis, (B) comp sales by banner, updated on a weekly basis, (C) a lease-by-lease summary report describing the status of negotiations and or proposed sales for any leased properties, updated on a weekly basis, (D) inventory and borrowing base, updated on a weekly basis, and (E) any additional

reporting delivered to either the agent or lenders (or their respective advisors), under any post-petition debtor-in-possession financing, and (vi) provide access to management (including but not limited to the chief restructuring officer) of the Debtors no less frequently than once every week. Notwithstanding the foregoing, the Prepetition Secured Parties shall be entitled to seek additional forms of adequate protection for any reason, including due to any extension of the Milestones or any failure to satisfy any of them and all parties' rights are reserved with respect to such requests.

Stipulations:

The Cash Collateral Orders shall contain customary stipulations as to, among other things, the amount and priority of the secured indebtedness under the Prepetition Term Loan Agreement.

Waivers:

The Final Order will provide (i) a waiver of the "equities of the case" exception to section 552(b) of the Bankruptcy Code, (ii) a waiver of the ability to surcharge the Prepetition Collateral, including under section 506(c) of the Bankruptcy Code, and (iii) a waiver of the equitable doctrine of "marshaling" with respect to the Prepetition Collateral, in each case, with respect to collateral securing the Prepetition Term Loan Agreement, and the Prepetition Secured Parties and the Prepetition Agent (collectively, the "Waivers"). The Interim Order will include a statement that the Waivers will take effect in the Final Order.

Proof of Claim

The Prepetition Agent and the other Prepetition Secured Parties will not be required to file a proof of claim in connection with the Chapter 11 Cases.

Requisite Lenders/Steerco-Super Majority Lenders/Super-Majority Lenders:

"Requisite Lenders" means, as of the relevant date, one or more holders of Term Loans who are signatories to the RSA that individually or collectively hold more than 50% of the aggregate outstanding principal amount of Term Loans that are held by all holders of Term Loans that are signatories to the RSA (which may in all cases be communicated by the Ad Hoc Group Advisors via e-mail).

"Steerco-Super Majority Lenders" means, as of the relevant date, one or more holders of Term Loans who are signatories to the RSA that individually or collectively hold at least two-thirds of the aggregate outstanding principal amount of Term Loans that are held by the steering committee of the Ad Hoc Group (which may in all cases be communicated by the Ad Hoc Group Advisors via e-mail).

"Super-Majority Lenders" means, as of the relevant date, one or more holders of Term Loans who are signatories to the RSA that individually or collectively hold at least two-thirds of the aggregate outstanding principal amount of Term Loans that are held all holders of the Term Loans that are signatories to the RSA (which may in all cases be communicated by the Ad Hoc Group Advisors via e-mail).

SCHEDULE 1

ADDITIONAL DEBTORS

JA Apparel Corp.
Jos. A. Bank Clothiers, Inc.
Joseph Abboud Manufacturing Corp.
K&G Men's Company Inc.
Moores Retail Group Corp.
Moores The Suit People Corp.
MWDC Holding Inc.
Nashawena Mills Corp.
Renwick Technologies, Inc.
Tailored Brands Gift Card Co LLC
Tailored Brands Purchasing LLC
Tailored Shared Services, LLC
The Joseph A. Bank Mfg. Co.
TB UK Holding Limited
The Men's Wearhouse, Inc.
TMW Merchants LLC

SCHEDULE 2

CASE MILESTONES

Milestone / Date

1. Entry of Interim Order that is acceptable to the Requisite Lenders: 5 days after the Petition Date
2. Debtors to file a motion (acceptable to the Requisite Lenders) seeking to extend the lease assumption/rejection period to 210 days: 10 days after the Petition Date
3. Debtors to file a motion (acceptable to the Requisite Lenders) seeking to implement procedures for store closings: 10 days after the Petition Date
4. Delivery of a plan for optimization of the leased property portfolio and real estate portfolio that is acceptable to the Requisite Lenders (the "Lease Optimization Plan"): 14 days after the Petition Date
5. Filing of a plan of reorganization that is acceptable to the Requisite Lenders (an "Acceptable Plan") and disclosure statement with respect to the Acceptable Plan (the "Disclosure Statement") with the Bankruptcy Court: 15 days after the Petition Date
6. Entry of Final Order that is acceptable to the Requisite Lenders: 40 days after the Petition Date
7. Entry of an order that is acceptable to the Requisite Lenders implementing procedures for store closings: 40 days after the Petition Date
8. Entry of an order that is acceptable to the Requisite Lenders extending the lease assumption/rejection period to 210 days: 50 days after the Petition Date
9. Entry by Bankruptcy Court of an order approving the Disclosure Statement that is acceptable to the Requisite Lenders: 70 days after the Petition Date
10. Results/outcome of implementation of Lease Optimization Plan to be acceptable to the Requisite Lenders: 70 days after the Petition Date
11. Entry by Bankruptcy Court of an order confirming an Acceptable Plan (the "Confirmation Order"): 105 days after the Petition Date
12. Consummation of the Acceptable Plan: 120 days after the Petition Date

EXHIBIT B**Form of Joinder**

The undersigned (“**Joinder Party**”) hereby acknowledges that it has read and understands the Restructuring Support Agreement, dated as of _____ (the “**Agreement**”)¹ by and among Tailored Brands, Inc. (“**Tailored**”) and its subsidiaries bound thereto and the Consenting Term Loan Lenders and agrees to be bound by the terms and conditions thereof to the extent the other Parties are thereby bound, and shall be deemed a “Consenting Term Loan Lender” under the terms of the Agreement.

The Joinder Party specifically agrees to be bound by the terms and conditions of the Agreement and makes all representations and warranties contained therein as of the date hereof and any further date specified in the Agreement.

Date Executed:

Name:

Title:

Address:

E-mail address(es):

<i>Aggregate Amounts Beneficially Owned or Managed on Account of:</i>	
Term Loan Claims	

¹ Capitalized terms not used but not otherwise defined herein shall have the meanings ascribed to such terms in the Agreement.

EXHIBIT C**Provision for Transfer Agreement**

The undersigned (“**Transferee**”) hereby acknowledges that it has read and understands the Restructuring Support Agreement, dated as of _____ (the “**Agreement**”),² by and among Tailored Brands, Inc. (“**Tailored**”) and its Affiliates and subsidiaries bound thereto and the Consenting Term Loan Lenders, including the transferor to the Transferee of any Term Loan Claims (each such transferor, a “**Transferor**”), and agrees to be bound by the terms and conditions thereof to the extent the Transferor was thereby bound, and shall be deemed a “Consenting Term Loan Lender” under the terms of the Agreement.

The Transferee specifically agrees to be bound by the terms and conditions of the Agreement and makes all representations and warranties contained therein as of the date of the Transfer, including the agreement to be bound by the vote of the Transferor if such vote was cast before the effectiveness of the Transfer discussed herein.

Date Executed:

Name:

Title:

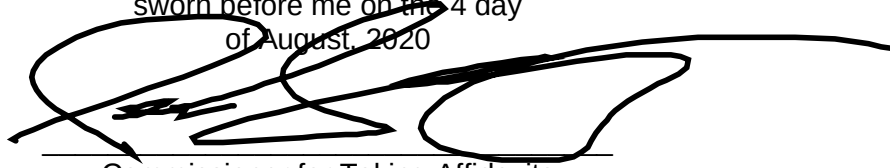
Address:

E-mail address(es):

<i>Aggregate Amounts Beneficially Owned or Managed on Account of:</i>	
Term Loan Claims	

² Capitalized terms not used but not otherwise defined herein shall have the meanings ascribed to such terms in the Agreement.

This is Exhibit "D"
to the affidavit of Holly Etlin,
sworn before me on the 4 day
of August, 2020

A large, stylized handwritten signature in black ink, written over a horizontal line. The signature is highly cursive and loops, with a long horizontal stroke extending to the right.

Commissioner for Taking Affidavits

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

In re:

TAILORED BRANDS, INC., *et al.*,¹

Debtors.

)
) Chapter 11
)
) Case No. 20-33900 (MI)
)
) (Joint Administration Requested)
)

**DECLARATION OF
HOLLY ETLIN IN SUPPORT
OF THE DEBTORS' EMERGENCY
MOTION SEEKING ENTRY OF INTERIM
AND FINAL ORDERS (I) AUTHORIZING
THE DEBTORS TO OBTAIN POSTPETITION
FINANCING, (II) AUTHORIZING THE DEBTORS
TO USE CASH COLLATERAL, (III) AUTHORIZING THE
DEBTORS TO OBTAIN EXIT FINANCING, (IV) GRANTING
LIENS AND PROVIDING SUPERPRIORITY ADMINISTRATIVE
EXPENSE STATUS, (V) GRANTING ADEQUATE PROTECTION TO THE
PREPETITION SECURED PARTIES, (VI) MODIFYING THE AUTOMATIC STAY,
(VII) SCHEDULING A FINAL HEARING, AND (VIII) GRANTING RELATED RELIEF**

I, Holly Etlin, hereby declare under penalty of perjury as follows:

1. I submit this declaration (this "Declaration") in support of the *Debtors' Emergency Motion Seeking Entry of Interim and Final Orders (I) Authorizing the Debtors to Obtain Postpetition Financing, (II) Authorizing the Debtors to Use Cash Collateral, (III) Authorizing the Debtors to Obtain Exit Financing, (IV) Granting Liens and Providing Superpriority Administrative Expense Status, (V) Granting Adequate Protection to the Prepetition Secured Parties, (VI) Modifying the Automatic Stay, (VII) Scheduling a Final Hearing, and (VIII) Granting*

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.

Related Relief (the “Motion”),² filed contemporaneously herewith, which seeks (a) approval of the DIP Facility, (b) authorization for (i) the immediate use of the Prepetition ABL Cash Collateral and (ii) the use of the Prepetition Term Loan Collateral in accordance with the milestones set forth in the Interim Order, and (c) authorizing the conversion of the DIP Facility into the Exit Facility upon emergence from chapter 11, subject to the Debtors meeting certain conditions.³

2. The statements in this Declaration are, except where specifically noted, based on my personal knowledge or opinion, on information that I have obtained from the above-captioned debtors and debtors in possession’s (collectively, the “Debtors”) advisors, the Debtors’ books and records, and employees of AlixPartners, LLP (“AlixPartners”) working directly with me and under my supervision, direction, or control. Specifically, I have overseen an AlixPartners team which, since March, has been one of the principal advisors for the Debtors, and, in that capacity, I have been directly involved in the matters leading up to the Debtors’ chapter 11 filings. I am over 18 years of age and authorized to submit this declaration on behalf of the Debtors. If I were called upon to testify, I could and would competently testify to the facts set forth herein.

Background and Qualifications

3. I am the Chief Restructuring Officer of Tailored Brands, Inc., a corporation organized under the laws of Texas and one of the above-captioned debtors and debtors in possession.

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 Etlín, 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 Declaration shall have the meanings given to them in the First Day Declaration or in the Motion, as applicable.

³ Any description of the proposed terms of the DIP Facility herein or in the Motion is qualified in its entirety by reference to the DIP Agreement.

4. As a Managing Director at AlixPartners, I have been advising Tailored Brands on its restructuring and deleveraging efforts since March 2020. I have more than 30 years of experience in providing turnaround services for companies in the retail industry and have frequently been appointed as Interim CEO, Interim CFO and Chief Restructuring Officer of these businesses. I am admitted to the American College of Bankruptcy and the International Insolvency Institute and am a Certified Turnaround Professional.

5. I have been employed by AlixPartners since 2007. AlixPartners is a global independent restructuring consulting firm that has a wealth of experience in providing restructuring advisory services, and has assisted, advised, and provided strategic advice to debtors, creditors, bondholders, investors, and other entities in numerous chapter 11 cases of similar size and complexity to these chapter 11 cases. Since its inception in 1981, AlixPartners, its predecessor entities, and its affiliate, AP Services, LLC, have provided restructuring or crisis management services in numerous large cases. Some notable, publicly-disclosed restructuring assignments that I have personally led include Barneys New York, Inc., BCBG Max Azria Group, LLC, Bon Tron Stores, Inc., Pier 1 Imports, Inc., Borders Group, Inc., Toys “R” Us, Inc., The Gymboree Corporation, and New Century Financial Corp.

6. I am generally familiar with the Debtors’ day-to-day operations, business and financial affairs, and books and records. I am also familiar with the Debtors’ supply chain and the status of the Debtors’ relationships with various vendors, suppliers, and service-providers.

7. Specifically, in my role as Chief Restructuring Officer to the Debtors, AlixPartners, among other advisory services: (a) assisted the Debtors with its cash management and cash forecasting efforts; (b) assisted the Debtors with their detailed business plan and turnaround initiatives; (c) assisted the Debtors with their contingency planning efforts in preparing for a

potential chapter 11 filing; (d) assisted the Debtors in negotiating the proposed Interim Order and Final Order; and (e) assisted the Debtors with constituency due diligence efforts.

AlixPartners Retention

8. The Debtors engaged AlixPartners in late March of 2020, to serve as their restructuring advisor. The Debtors sought AlixPartners' services to commence contingency preparations in the event a chapter 11 filing became necessary and to advise the Debtors with respect to strategic and business alternatives. Since commencing its engagement, AlixPartners has evaluated the Debtors' operations and cash requirements to operate their businesses during these chapter 11 cases, including by assisting in the development of the Debtors' 13-week and long-term cash flow forecasts. In addition, AlixPartners has assisted in the Debtors' in the development of the Debtors detailed business plan, strategic alternatives and financing-related workstreams. AlixPartners has worked closely with the Debtors' management and other restructuring professionals and has become well-acquainted with the Debtors' capital structure, liquidity needs, and business operations.

9. In late March 2020, AlixPartners began obtaining diligence from the Debtors and evaluating the Company's operations and cash requirements for the restructuring and debtor-in-possession financing process. We worked with key members of the Company, including, but not limited to, members of the finance, merchandise planning, store operations, treasury, and financial planning and analysis organizations, to evaluate and understand the Debtors' cash flows, borrowing base reporting, inventory management, and operations.

10. As part of an evaluation of the Debtors' liquidity position, AlixPartners assisted in the development of the Debtors' 13-week and long-term cash flow forecasts. These forecasts take into account anticipated cash receipts and disbursements during the projected period, and consider the effects of the chapter 11 filing, including incremental administrative costs of a complex

chapter 11 filing with a larger number of stakeholders; required operational payments and cost-saving initiatives already undertaken and contemplated to be undertaken.

11. AlixPartners also considered the unprecedented, adverse market conditions facing the retail industry during the COVID-19 pandemic. AlixPartners ran a series of analyses to assess the Debtors' potential liquidity needs both during and following these chapter 11 cases. These cash-flow analyses assumed store reopening plans developed by the Debtors and accounted for brand partners' and landlords' forecasts during and after the COVID-19 pandemic.

12. Pursuant to the Motion, the Debtors seek entry of the Interim Order and the Final Order approving the Debtors' entry into the DIP Facility and consensual use of Cash Collateral. As explained below, the Debtors have an immediate need to access liquidity.

**The Debtors Will Benefit from Postpetition Financing
and Continued Access to Cash Collateral**

13. The Debtors require immediate access to the DIP Facility and to Cash Collateral. As of the Petition Date, the Debtors do not believe they have sufficient liquidity to responsibly operate their business and satisfy their obligations to their landlords, employees, customers, suppliers, and vendors that arise from such ordinary course operations, as well as to pay the expenses of these Chapter 11 Cases. As such, the Debtors require immediate access to postpetition financing and the use of Cash Collateral to operate their businesses, preserve value, and avoid irreparable harm.

14. Over the last several months, myself and other Alix professionals have had a substantial number of discussions and meetings with the Debtors' management team and advisors regarding potential postpetition financing and continued access to Cash Collateral. I am also generally familiar with the Debtors' current liquidity and liquidity forecast. Based on those discussions and meetings, my experience in restructuring, and my familiarity with the Debtors, I

believe that the Debtors' estates would benefit by entering into a new postpetition financing agreement and receiving access to Cash Collateral. The Debtors will be provided with critical liquidity and flexibility necessary to operate their business during their Chapter 11 Cases as well as with material cost savings. In particular, the DIP Facility will provide the Debtors with sufficient liquidity to continue the operation of their businesses, maintain business relationships with vendors, suppliers and customers, make payroll, make capital expenditures permitted by the DIP Credit Agreement, and satisfy other working capital and operational needs. Access to Cash Collateral, which will be used to pay down indebtedness under the DIP Facility, subject to the terms of the Interim Order and the Budget, will substantially increase the Debtors' availability under their DIP Facility.

15. In addition to the Debtors having access to \$147 million of total liquidity (as of the end of the week beginning August 3rd, on a pro forma basis after accounting for entry of the Interim Order) to operate their business following access to the DIP Facility, the DIP Facility will also be used to refinance outstanding indebtedness under the Prepetition ABL Facility in full. The letters of credit issued under the Prepetition ABL Facility will also be fully rolled-up under the DIP Facility, which avoids the need for the Debtors to cash collateralize or otherwise replace, backstop, or adequately protect those obligations at a time when the price for liquidity is at a premium. Additionally, and importantly, the DIP Credit Agreement includes a commitment by the DIP Lenders to convert the DIP Facility to an exit facility upon emergence from chapter 11, subject to the Debtors meeting certain conditions. Importantly, the Debtors' ability secure an exit facility at the front end of these Chapter 11 Cases provides the Debtors with a clear path to emergence, setting the stage for a successful restructuring and minimizing costs associated with potential business disruption if no clear path to emergence existed. This conversion would obviate

the need to run what may be an uncertain exit financing marketing process if COVID-19 persists and the incurrence of related costs that would otherwise be due if the Debtors separately sought exit financing at a later date, thereby providing the potential for additional cost savings for the Debtors' estates at the conclusion of these chapter 11 cases.

16. Based on my familiarity with the Debtors' operations and my experience as a restructuring professional, I believe the Debtors will be detrimentally affected if they continue to operate their business without the benefits provided by the DIP Facility. The Debtors' proposed DIP Facility will provide liquidity and incremental flexibility not available on a "cash collateral" basis alone, including the ability to pay down revolving balances with excess cash to reduce costs. I therefore believe that approval of the DIP Facility is in the best interests of the Debtors' estates.

The Terms of the DIP Facility Are Fair and Reasonable

17. As Chief Restructuring Officer, I have been actively involved in reviewing and negotiating the terms of the proposed DIP Facility, which includes a postpetition debtor-in-possession financing consisting of a \$500 million senior secured ABL revolving credit facility provided by the Prepetition ABL Lenders, including a \$150 million sublimit for the issuance of letters of credit and a "roll-up" of the existing letters of credit issued under the Prepetition ABL Facility. Additionally, the DIP Facility contains a mechanism to convert into a \$400 million exit senior secured asset-based revolving credit facility at emergence upon the satisfaction or waiver of certain conditions.

18. These terms reflect the product of negotiations around the Debtors' proposed DIP Facility that extended for more than a month. During this time, the Debtors were represented by experienced bankers and financial advisors and sophisticated restructuring counsel, and ran in parallel a comprehensive and robust marketing process. Accordingly, and based on my experience with similar debtor-in-possession and exit financing packages, and my review of the Debtors'

financial position, I believe the terms contemplated in the DIP Credit Agreement are competitive, reasonable, and in the best interests of the Debtors and their estates. In addition, if the DIP Facility converts to the Exit Facility, the DIP Facility will obviate the need to run an exit financing marketing process, which will reduce the Debtors' costs, and will allow the Debtors' management to focus on other key aspects of emerging from chapter 11. Importantly, the conversion to an exit facility also provides certainty at the outset of these Chapter 11 Cases as to the Debtors' adequate access to liquidity upon emergence.

The Debtors' Need for Interim Relief

19. Without the access to the DIP Facility and Cash Collateral, the Debtors lack sufficient funds to operate their enterprise and continue paying their debts as they come due. Specifically, I understand that the Debtors have reopened substantially all of their retail locations; however, due to COVID-19 disruptions, the sales levels do not currently cover the Debtors' operating expenses. The Debtors thus believe that immediate access to the DIP Facility and Cash Collateral is essential for at least two reasons:

20. **First**, as of the Petition Date, the Debtors effectively have little to no access to liquidity under their Prepetition ABL Facility. Any further borrowings under their existing facility would trigger the Prepetition ABL Lenders' cash dominion over any accounts payable and other cash receipts of the Debtors, effectively preventing the Debtors from satisfying their obligations to landlords, employees, customers, suppliers, and vendors as well as from paying the expenses of these Chapter 11 Cases. Further, substantially all of the Debtors' cash balance constitutes Cash Collateral, and the Prepetition Secured Parties have indicated that they would not provide access to such Cash Collateral absent entry into the DIP Facility. Additionally, based on the Debtors' liquidity forecast, they do not expect to be able to generate sufficient levels of operating cash flow in the ordinary course of business to cover their operating needs and the projected costs of these

chapter 11 cases during the interim period. The best way to accomplish this task is making payments as they come due. As such, the Debtors have an immediate need to access incremental liquidity under the DIP Facility and to Cash Collateral.

21. **Second**, the Debtors believe that access to financing upon entry of the Interim Order today will help quell uncertainty among the Debtors' customers, employees, vendors, and landlords by providing immediate assurance that the Debtors will have the necessary funding to bridge them to the comprehensive restructuring and exit from chapter 11. The Debtors believe that they will materially benefit from the strong message this provides to the Debtors' key stakeholders that (a) operations are appropriately funded—and will continue to be throughout the pendency of these chapter 11 cases, and (b) the bankruptcy filing will not affect the postpetition ordinary course operation of Debtors' business.

The Debtors' Proposed Adequate Protection Is Fair and Appropriate

22. The Debtors have negotiated a reasonable adequate protection package (the "Adequate Protection") for the benefit of the Prepetition Secured Parties and with their consent. The Adequate Protection proposed for and agreed to by the Prepetition Secured Parties includes, among other things, liens on existing and new cash, inventory, and other real and personal property of the Debtors (other than the Term Loan Segregated Cash prior to its release) and superpriority claims due to any diminution in value of their collateral.

23. Based on my experience as a restructuring professional, this proposed package is consistent with adequate protection regularly accepted by secured lenders in similar circumstances. Moreover, I believe that the DIP Facility, in and of itself, provides adequate protection to the Prepetition Secured Parties by providing greater flexibility in the Debtors' ability to effectively

manage their ongoing business operations and thereby maximize value during these chapter 11 cases.

The DIP Facility Should Be Approved

24. In light of the foregoing, and based on my experience in general and my specific involvement in the marketing and negotiation of the DIP Facility, I believe that entering into the DIP Credit Agreement is a sound exercise of the Debtors' business judgment following a thorough process and evaluation of alternatives. The DIP Facility will result in cost savings during these chapter 11 cases, will provide continued access to liquidity to fund the Debtors' businesses, and will allow for the prospect of completing a restructuring transaction with more attractive postpetition financing than any alternative available to the Debtors at this time (including maintaining the status quo).

Conclusion

25. I believe that access to the DIP Facility and Cash Collateral will ensure the Debtors have sufficient funds to preserve and maximize the value of their estates, pursue their restructuring goals in the interim period, and responsibly administer these chapter 11 cases throughout the period that the Debtors expect will be necessary to implement and effectuate their restructuring efforts.

Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing statements are true and correct to the best of my knowledge, information, and belief.

Dated: August 2, 2020
Houston, Texas

/s/ Holly Etlin

Name: Holly Etlin

Title: Chief Restructuring Officer
Tailored Brands, Inc.

This is Exhibit "E"
to the affidavit of Holly Etlin,
sworn before me on the 4 day
of August, 2020



Commissioner for Taking Affidavits

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

In re:	)	
	)	Chapter 11
	)	
TAILORED BRANDS, INC., <i>et al.</i> , ¹	)	Case No. 20-33900 (MI)
	)	
Debtors.	)	(Joint Administration Requested)
	)	(Emergency Hearing Requested)

**DECLARATION OF JAMIE BAIRD IN SUPPORT OF THE DEBTORS' EMERGENCY
MOTION SEEKING ENTRY OF INTERIM AND FINAL ORDERS (I) AUTHORIZING
THE DEBTORS TO OBTAIN POSTPETITION FINANCING, (II) AUTHORIZING THE
DEBTORS TO USE CASH COLLATERAL, (III) AUTHORIZING THE DEBTORS TO
OBTAIN EXIT FINANCING, (IV) GRANTING LIENS AND PROVIDING
SUPERPRIORITY ADMINISTRATIVE EXPENSE STATUS, (V) GRANTING
ADEQUATE PROTECTION TO THE PREPETITION SECURED PARTIES,
(VI) MODIFYING THE AUTOMATIC STAY, (VII) SCHEDULING A FINAL
HEARING, AND (VIII) GRANTING RELATED RELIEF**

I, James H. Baird, hereby declare as follows under penalty of perjury as follows:

1. I submit this declaration (this "Declaration") in support of the *Debtors' Emergency Motion Seeking Entry of Interim and Final Orders (I) Authorizing the Debtors to Obtain Postpetition Financing, (II) Authorizing the Debtors to Use Cash Collateral, (III) Authorizing the Debtors to Obtain Exit Financing, (IV) Granting Liens and Providing Superpriority Administrative Expense Status, (V) Granting Adequate Protection to the Prepetition Secured Parties, (VI) Modifying the Automatic Stay, (VII) Scheduling a Final Hearing, and (VIII) Granting Related Relief* (the "Motion"),² filed contemporaneously herewith, which, as set forth in 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 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

Motion, seeks (a) approval of access to a \$500 million senior secured ABL revolving credit facility provided by the Prepetition ABL Lenders, which includes a \$150 million sublimit for the issuance of letters of credit, a “roll-up” of the existing letters of credit issued under the Prepetition ABL Facility, and a refinancing of the existing obligations under the Prepetition ABL Facility (the “DIP Facility”), (b) authorization for (i) the immediate use of the cash collateral of the Prepetition ABL Lenders (the “Prepetition ABL Cash Collateral”) and (ii) the use of the cash collateral of the Prepetition Term Loan Lenders (the “Term Loan Segregated Cash,” and together with the Prepetition ABL Cash Collateral, the “Cash Collateral”) in accordance with certain milestones set forth in the Interim Order, and (c) authorizing the conversion of the DIP Facility into the Exit ABL Facility upon emergence from chapter 11, subject to the Debtors meeting certain conditions.³

2. Based on my professional experience and as explained below, the DIP Facility, including the potential conversion thereof into the Exit ABL Facility: (a) is the product of arm’s-length, good-faith negotiations; (b) is, in light of the marketing process described below, the best presently available postpetition financing option for the Debtors; and (c) contains reasonable financial terms and conditions under the circumstances.

3. The statements in this Declaration are, except where specifically noted, based on my personal knowledge of information that I have obtained from the Debtors and their other advisors, the Debtors’ books and records, information learned from my review of relevant documents related thereto, and employees of PJT Partners LP (“PJT”) working directly with me

United States Code (the “Bankruptcy Code”), on August 2, 2020 (the “Petition Date”). Capitalized terms used but not otherwise defined in this Declaration shall have the meanings given to them in the First Day Declaration or in the Motion.

³ Any description of the proposed terms of the DIP Facility herein or in the Motion is qualified in its entirety by reference to the DIP Agreement.

and under my supervision. Specifically, PJT has been one of the principal advisors for the Debtors since March 2020, and, in that capacity, I have been directly involved in the matters leading up to the Debtors' chapter 11 filings. I am not being specifically compensated for this testimony other than through payments to be received by PJT (including certain financing fees) as a professional whose retention the Debtors are seeking to obtain this Court's approval of pursuant to an application to be filed with the Court at a later date.⁴ I am over the age of 18 years and authorized to submit this declaration on behalf of the Debtors. If I were called upon to testify, I could and would competently testify to the facts set forth herein.

Background and Qualifications

4. I am a Partner in the Restructuring and Special Situations Group at PJT, a global investment banking firm listed on the New York Stock Exchange with its principal offices at 280 Park Avenue, New York, New York 10017. Prior to joining PJT, I joined the restructuring group of The Blackstone Group L.P. ("Blackstone") in 2002. In October 2015, Blackstone spun out its advisory units (including its restructuring group) to become part of PJT. Today, PJT has over 650 employees located in New York, San Francisco, Boston, Chicago, London, Hong Kong, and Madrid.

5. PJT and its senior professionals have extensive experience in the reorganization and restructuring of distressed companies, both out-of-court and in chapter 11 proceedings. The PJT restructuring professionals (including in their former capacity as Blackstone employees) have been particularly active in large, complex and high-profile bankruptcies and restructurings, including, among others: AbitibiBowater Inc.; Adelphia Communications Corporation; Arch

⁴ Pursuant to PJT's engagement letter with the Debtors, subject to Court approval, PJT will be entitled to a \$3.75 million capital raising fee in connection with the closing of the DIP Facility.

Coal, Inc.; Caesars Entertainment Operating Corporation; Cengage Learning, Inc.; Cumulus Media Inc.; Delta Air Lines, Inc.; Dynegy Inc.; Edison Mission Energy; Energy Future Holdings Corporation; Enron Corporation; Excel Maritime Carriers, Ltd.; EXCO Resources, Inc.; Flag Telecom Holdings Limited; Flying J. Inc.; FULLBEAUTY Brands Inc.; Genco Shipping & Trading Limited; Gibson Brands, Inc.; Global Crossing Ltd.; Houghton Mifflin Harcourt Publishing Company; iHeartMedia, Inc.; Lee Enterprises Inc.; LightSquared Inc.; Los Angeles Dodgers LLC; LyondellBasell Industries; NewPage Corporation; Noranda Aluminum, Inc.; Patriot Coal Corporation; Quiksilver, Inc.; Rue21, Inc.; School Specialty, Inc.; SemGroup; The Star Tribune Company; TerreStar Networks Inc.; Tribune Company; Walter Energy, Inc.; W.R. Grace & Co.; and Winn-Dixie Stores, Inc.

6. I have a Masters of Business Administration with a concentration in finance from Columbia Business School and an A.B. from Bowdoin College. I have over 18 years of experience working with distressed companies, including advising both debtors and creditors in chapter 11 cases and in out-of-court restructurings. During the past 18 years, I have worked on numerous financings for troubled companies, including debtor-in-possession financings. In addition, as a finance and restructuring professional, I closely follow developments in the financial markets and, in particular, the credit markets and keep abreast of the terms of current financing transactions in distressed and bankruptcy situations.

PJT Retention

7. In March 2020, the Debtors engaged PJT to act as the Debtors' investment banker with respect to any restructuring transaction, financing transaction, and/or sale transaction. Since the beginning of its engagement, PJT has worked closely with the Debtors' management and other professionals retained by the Debtors with respect to the Debtors' restructuring efforts and has

become well-acquainted with the Debtors' capital structure, financing needs, and business operations.

The Debtors' Prepetition Capital Structure

8. As noted in the First Day Declaration, as of the Petition Date, the Debtors had approximately \$1.4 billion in total principal funded obligations, consisting of approximately \$375 million under the Prepetition ABL Facility (plus approximately \$23 million of outstanding letters of credit), approximately \$877 million under the Prepetition Term Loan, and approximately \$174 million under the Senior Notes.

9. As noted in the First Day Declaration, the obligations under the Prepetition ABL Facility are secured by all or substantially all of each of the Debtors' working capital assets, including, without limitation, by a first priority lien on the Debtors' accounts (including receivables), inventory, deposit accounts, security accounts, cash and cash equivalents.⁵ I also understand that certain of the Debtors have jointly and severally guaranteed all U.S. borrowing obligations under the Prepetition ABL Facility.⁶ My understanding is that the obligations under the Prepetition Term Loan are secured on a senior basis by a first priority lien on a significant portion of the assets of the Debtors, subject to certain exceptions and limitations set forth in the Prepetition Term Loan Documents.

The DIP Marketing Process

10. In July 2020, the Debtors directed PJT to begin contacting parties regarding the terms of potential debtor-in-possession financing facilities that would provide the Debtors with

⁵ See First Day Decl. ¶ 47.

⁶ See *id.*

sufficient liquidity to stabilize operations, protect their supply chain, and position the Debtors for a successful comprehensive restructuring process.

11. PJT recognized that it would be particularly difficult to secure the DIP financing required to fund these chapter 11 cases and ongoing operations during the COVID-19 pandemic. Uncertainty related to store re-openings, customer traffic, continuation of professional office closures and regulations prohibiting large group gatherings such as weddings increased the difficulty of seeking new capital. Moreover, although economic activity in certain states showed signs of recovery, the ultimate progression of COVID-19 was (and remains) uncertain, which would leave any lender vulnerable to another full or partial shutdown at an unpredictable time in the future.

12. Notwithstanding these obstacles, in the weeks prior to the Petition Date, the Debtors, with the assistance of PJT, undertook a competitive marketing process for the DIP and exit facilities that involved both parties within as well as parties outside of the Debtors' existing capital structure. In particular, the Debtors prioritized a senior, asset based revolving DIP facility that refinanced the Debtors' Prepetition ABL Obligations using the same collateral as the Debtors' Prepetition ABL Obligations. With this in mind, and in parallel with discussions with the Prepetition ABL Agent, in July, at the direction of the Debtors, PJT began reaching out to parties with the requisite experience and sophistication to participate in such a facility. In my experience, potential providers of asset-based revolving DIP facilities are generally traditional banks and credit funds, among other financial institutions, who are familiar with the chapter 11 process and who can move quickly to close a transaction.

13. In total, 28 independent third-party capital providers were contacted and 15 non-disclosure agreements were executed. 14 parties subject to NDAs were granted access to a

virtual data room containing detailed information regarding the Debtors and received access to non-public information. As a result of these efforts, seven potential lenders engaged in discussions and two potential lenders requested further diligence materials that were promptly provided and/or held diligence calls with the Debtors and their advisors and discussed the terms of potential DIP financing. The Debtors ultimately received one indication of interest from a party outside of the Debtors existing capital structure for an asset-based revolving DIP facility. Such indication of interest did not provide better economic terms to the Debtors compared to the DIP Facility.

14. In addition, PJT discussed the release of the Term Loan Segregated Cash with the Term Loan Lenders to minimize costs to the estate and enhance the Debtors' liquidity. After a lengthy negotiating process, the Term Loan Lenders consented to the release of the Term Loan Segregated Cash which is subject to the Cash Collateral Motion. PJT also continued to explore options by discussing potential DIP financing with certain holders of the Unsecured Notes on a junior basis to the existing liens on the ABL Collateral and Term Loan Collateral. These holders did not express an interest in providing junior financing. In addition, no other party was willing to provide financing to the Debtors on a junior lien or an unsecured basis.

15. As a result, leading up to the Petition Date, it became clear to the Debtors that their best path to financing their chapter 11 cases was through a financing facility from the Prepetition ABL Lenders. As noted in the Motion, the DIP Facility contemplates postpetition financing in the form of a \$500 million senior secured ABL revolving credit facility provided by the Prepetition ABL Lenders, as well as a \$150 million sublimit for the issuance of letters of credit. Because the Prepetition ABL Facility is being refinanced in full, the DIP Facility does not prime the Prepetition ABL Lenders' liens on their collateral under the Prepetition ABL Facility. Therefore, the Debtors avoid any need to engage in a priming fight at the outset of these chapter 11 cases. Moreover, the

DIP Agreement provides for the conversion of the DIP Facility to an Exit ABL Facility upon emergence from chapter 11, subject to the Debtors meeting certain conditions. This conversion provides the Debtors with a clear path to emergence, setting the stage for a successful restructuring and minimizing costs associated with potential business disruption due to a lack of exit financing. The conversion would also avoid the incurrence of additional costs that would be incurred on account of an exit financing marketing process that would otherwise be due if the Debtors separately sought exit financing at a later date. In connection with entry into such DIP Facility, the Prepetition ABL Secured Parties have also consented to the immediate access by the Debtors to their Cash Collateral upon entry of the Interim Order.

16. The DIP Facility will be used to refinance the outstanding indebtedness under the Prepetition ABL Facility in full and contemplates a “roll up” of the letters of credit issued thereunder, each upon entry of the Interim Order. Specifically, among other uses, the Debtors intend to make borrowings under the DIP Facility to pay down any outstanding obligations under the Prepetition ABL Facility and then make borrowings under the DIP Facility to support their ongoing restructuring and operational needs. In my experience, such refinancing and “roll-ups” of letters of credit are not unusual in the distressed retail space, and in this case, the refinancing of the Prepetition ABL Facility and roll-up of letters of credit issued thereunder provides certain benefits to the Debtors and their estates. Upon approval of the interim order, the Debtors are expected to have approximately \$147 million of total liquidity at the end of the week beginning August 3, 2020. Moreover, the letters of credit that were issued under the Prepetition ABL Facility will be rolled-up under the DIP Facility, which avoids the need for the Debtors to cash collateralize or otherwise replace, backstop, or adequately protect those obligations at a time when liquidity is at a premium. In addition, because the Prepetition ABL Secured Parties have agreed to support

the Debtors by participating in the DIP Facility and to consent to the use of their cash collateral in connection with this postpetition financing, the Debtors will be able to avoid litigation at the outset of these cases when their efforts are focused on working toward a consensual and constructive reorganization to maximize the recoveries to all creditors. Given these considerations as well as the Debtors' liquidity concerns and the case timeline, I believe that reducing litigation and entering the chapter 11 cases with collaboration between and among the Prepetition Secured Parties and the Debtors is critical to a smooth transition into chapter 11.

17. In addition, I believe that it is in the best interests of the Debtors and the estates to obtain the flexibility provided by the ability of the DIP Facility to potentially convert into an Exit ABL Facility upon emergence from chapter 11. If the DIP Facility converts to the Exit ABL Facility, the DIP Facility will obviate the need to run another exit financing marketing process prior to emergence and, more importantly, provide a greater degree of certainty to the Debtors' employees, creditors, and suppliers. This mechanism will not only reduce the Debtors' costs but will also allow the Debtors' management to focus on other key aspects of emerging from chapter 11.

18. In light of the marketing process described herein, I believe that the DIP Facility, including its potential conversion into the Exit ABL Facility, and access to Cash Collateral represents the best available financing package currently available to the Debtors that (a) provides the Debtors liquidity to refinance the indebtedness under the Prepetition ABL Facility; (b) provides the Debtors liquidity to fund these chapter 11 cases, while simultaneously providing flexibility to implement the restructuring; (c) gives the Debtors a timeline to complete their restructuring that the Debtors believe is reasonable under the circumstances; and (d) foregoes the need for a "priming" fight with the Prepetition ABL Secured Parties. I also believe that, given the

circumstances of these cases, the economic terms of the proposed DIP Facility are competitive and within the range of other postpetition financing facilities that I have observed or been involved with recently. The DIP Orders also contain certain milestones (the “Case Milestones”) that the Debtors must meet throughout their chapter 11 cases. The Case Milestones were negotiated by the Prepetition Term Loan Lenders and the DIP Agent on behalf of the DIP Lenders as a condition to providing the DIP Facility and access to Cash Collateral and are anticipated to provide the Debtors with adequate time to implement a value-maximizing restructuring. Accordingly, I believe the Case Milestones are reasonable and appropriate under the circumstances and are consistent with other milestones that I have observed or been involved in recently.

19. I further believe the DIP Facility is the product of arm’s-length, good-faith negotiations by the Debtors with the DIP Agent on behalf of the DIP Lenders. Based on the results of the marketing process described herein and PJT’s conversations with potential lenders, I do not believe that workable alternative sources of financing with terms better than those of the DIP Facility, taken as a whole, are presently available to the Debtors.

Fees in Connection with the DIP Facility

20. I understand that the Debtors have agreed, subject to Court approval, to pay certain interests and fees to the DIP Lenders. In particular, as noted in the DIP Motion, the Debtors have agreed to pay interests and fees consisting of the following:⁷

- a. **Interest Rate.** The Borrowers shall pay interest at a rate, at the DIP Borrower’s option, equal to the Base Rate or Canadian Prime Rate, as applicable, plus 1.50% per annum, or LIBOR or CDOR (in each case subject to a 0.75% floor), as applicable, plus 2.50% per annum, compounded monthly and payable monthly in cash in arrears.

⁷ The summaries contained in this Declaration are qualified in their entirety by the provisions of the documents referenced. To the extent anything in this Declaration is inconsistent with such documents, the terms of the applicable documents shall control. Capitalized terms used in this summary but not otherwise defined have the meanings ascribed to them in the Motion or in the DIP Documents, as applicable.

- b. **Unused Commitment Fee.** The Borrowers shall pay to the DIP Lenders a commitment fee equal to 0.30% on the average daily unused portions of the commitments under the \$500 million DIP Facility, payable quarterly in cash in arrears.

21. I understand that the Fee Letters identifying certain fees negotiated with the DIP Agent on behalf of the DIP Lenders have also been filed under seal pending approval of the *Debtors' Emergency Motion Seeking Entry of an Order Authorizing the Debtors to File the Fee Letters Under Seal*, filed contemporaneously herewith. By their terms, the Fee Letters require the Debtors to keep the description of fees contained therein confidential. I understand that the DIP Agent and the DIP Lenders treat this information as highly sensitive and confidential. It is my understanding that it is of critical importance to the DIP Agent and the DIP Lenders that the details of the fee structures set forth in the Fee Letters be kept confidential so that competitors may not use the information contained therein to gain a strategic advantage over the DIP Agent and DIP Lenders in the marketplace.

22. These interest rates and fees were the subject of arms'-length and good-faith negotiations between the Debtors and the DIP Agent on behalf of the DIP Lenders, are integral components of the overall terms of the DIP Facility, and were required by the proposed DIP Agent on behalf of the DIP Lenders as consideration for the extension of postpetition financing. The Debtors exchanged numerous term sheets with the DIP Agent throughout the process, including several proposals to lower interest rates and fees. I believe the interest rates and fees are reasonable and appropriate under the circumstances and are within the range of other postpetition financing fees that I have observed or been involved in recently. Particularly, because the DIP Facility also provides for the potential conversion upon the Debtors' emergence from chapter 11 into the Exit ABL Facility, the fee structure is paid in consideration of financing extended not only during these Chapter 11 Cases but also for the period that is four years after the Petition Date.

23. I believe that the benefits provided by the DIP Facility significantly outweigh the fees incurred by the Debtors. In light of the marketing and negotiation process described herein, it is my view that the proposed DIP Facility represent the best presently available financing option for the Debtors under the circumstances.

Conclusion

24. In sum, based on my experience and my involvement in assisting the Debtors with the marketing and negotiation of the DIP Facility in this matter, it is my view that the DIP Facility represents the best presently available postpetition financing option for the Debtors and contains terms that, taken as a whole, are reasonable given the circumstances. Further, I believe that the negotiation process was conducted at arm's-length and in good faith. The Debtors' marketing efforts, with the assistance of PJT, lead me to believe that there is no other potential financing option that would satisfy the Debtors' objectives on better terms.

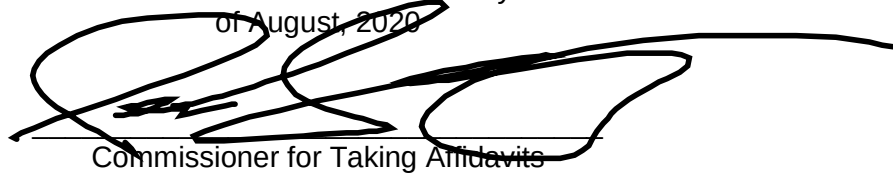
Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing statements are true correct.

Dated: August 3, 2020
New York, New York

/s/ James H. Baird

Name: James H. Baird
Title: Partner
PJT Partners LP

This is Exhibit "F"
to the affidavit of Holly Etlin,
sworn before me on the 4 day
of August, 2020



Commissioner for Taking Affidavits

EXHIBIT “F”

COMPENDIUM OF U.S. ORDERS MADE IN THE CHAPTER 11 CASES

Tab	Document
A	Voluntary Petition of JA Apparel Corp.
B	Voluntary Petition of Jos. A. Bank Clothiers, Inc.
C	Voluntary Petition of Joseph Abboud Manufacturing Corp.
D	Voluntary Petition of K&G Mens Company Inc.
E	Voluntary Petition of Moores Retail Group Corp.
F	Voluntary Petition of Moores The Suit People Corp.
G	Voluntary Petition of MWDC Holding Inc.
H	Voluntary Petition of Nashawena Mills Corp.
I	Voluntary Petition of Renwick Technologies, Inc.
J	Voluntary Petition of Tailored Brands Gift Card Co LLC
K	Voluntary Petition of Tailored Brands Purchasing LLC
L	Voluntary Petition of Tailored Brands Worldwide Purchasing Co.
M	Voluntary Petition of Tailored Brands, Inc.
N	Voluntary Petition of Tailored Shared Services, LLC
O	Voluntary Petition of TB UK Holding Limited
P	Voluntary Petition of The Joseph A. Bank Mfg. Co., Inc.
Q	Voluntary Petition of The Men’s Wearhouse, Inc.
R	Voluntary Petition of TMW Merchants LLC
S	<i>Debtors’ Emergency Motion Seeking Entry of Interim and Final Orders Authorizing the Debtors to (I) Continue to Operate Their Cash Management Systems, (II) Honor Certain Prepetition Obligations Related Thereto, (III) Maintain Existing Business Forms, and (IV) Continue to Perform Intercompany Transactions</i>
T	<i>Interim Order Authorizing the Debtors to (I) Continue to Operate</i>

Tab	Document
	<i>Their Cash Management Systems, (II) Honor Certain Prepetition Obligations Related Thereto, (III) Maintain Existing Business Forms, and (IV) Continue to Perform Intercompany Transactions</i>
U	<i>Debtors' Emergency Motion Seeking Entry of Interim and Final Orders Authorizing the Debtors to Maintain and Administer Their Existing Customer Programs and Honor Certain Prepetition Obligations Related Thereto</i>
V	<i>Final Order Authorizing the Debtors to Maintain and Administer Their Existing Customer Programs and Honor Certain Prepetition Obligations Related Thereto</i>
W	<i>Debtors' Emergency Motion Seeking Entry of Interim and Final Orders (I) Authorizing the Debtors to Obtain Postpetition Financing, (II) Authorizing the Debtors to Use Cash Collateral, (III) Authorizing the Debtors to Obtain Exit Financing, (IV) Granting Liens and Providing Superpriority Administrative Expense Status, (V) Granting Adequate Protection to the Prepetition ABL Secured Parties, (VI) Modifying the Automatic Stay, (VII) Scheduling a Final Hearing, (VII) Scheduling a Final Hearing; and (VIII) Granting Related Relief</i>
X	<i>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 Stay, (VI) Scheduling a Final Hearing, and (VII) Granting Related Relief</i>
Y	<i>Debtors' Emergency Motion for Entry of an Order Authorizing Moores the Suit People Corp. to Act as Foreign Representative Pursuant to 11 U.S.C. § 1505</i>
Z	<i>Order Authorizing Moores the Suit People Corp. to Act as Foreign Representative Pursuant to 11 U.S.C. § 1505</i>
AA	<i>Debtors' Emergency Motion Seeking Entry of an Order Authorizing the Debtors to (I) Pay Their Obligations Under Insurance Policies Entered into Prepetition, (II) Continue to Pay Brokerage Commissions, (III) Renew, Supplement, Modify, or Purchase Insurance Coverage, and (IV) Continue to Pay Workers' Compensation Coverage Fees</i>
BB	<i>Order Authorizing the Debtors to (I) Pay Their Obligations Under Insurance Policies Entered into Prepetition, (II) Continue to Pay Brokerage Commissions, (III) Renew, Supplement, Modify, or Purchase Insurance Coverage, and (IV) Continue to Pay Workers'</i>

Tab	Document
	<i>Compensation Coverage Fees</i>
CC	<i>Debtors' Emergency Motion Seeking Entry of an Order Directing Joint Administration of Their Related Chapter 11 Cases</i>
DD	<i>Order Directing Joint Administration of Their Related Chapter 11 Cases</i>
EE	<i>Debtors' Emergency Motion Seeking Entry of Interim and Final Orders Approving Notification and Hearing Procedures for Certain Transfers of and Declarations of Worthlessness with Respect to Common Stock</i>
FF	<i>Interim Order Approving Notification and Hearing Procedures for Certain Transfers of and Declarations of Worthlessness with Respect to Common Stock</i>
GG	<i>Debtor's Emergency Application for Entry of an Order Authorizing the Employment and Retention of Prime Clerk LLC as Claims, Noticing, and Solicitation Agent</i>
HH	<i>Order Authorizing the Employment and Retention of Prime Clerk LLC as Claims, Noticing, and Solicitation Agent</i>
II	<i>Debtors' Emergency Motion Seeking Entry of an Order (I) Authorizing the Debtors to Maintain the Surety Bond Program and (II) Granting Related Relief</i>
JJ	<i>Interim Order (I) Authorizing the Debtors to Maintain the Surety Bond Program and (II) Granting Related Relief</i>
KK	<i>Debtors' Emergency Motion Seeking Entry of an Order Authorizing the Payment of Certain Prepetition Taxes and Fees</i>
LL	<i>Order Authorizing the Payment of Certain Prepetition Taxes and Fees</i>
MM	<i>Debtors' Emergency Motion Seeking Entry of an Order Authorizing the Debtors to (I) Pay Prepetition Employee Wages, Salaries, Other Compensation, and Reimbursable Employee Expenses and (II) Continue Employee Benefits Programs</i>
NN	<i>Order Authorizing the Debtors to (I) Pay Prepetition Employee Wages, Salaries, Other Compensation, and Reimbursable Employee Expenses and (II) Continue Employee Benefits Programs</i>

TAB A

Voluntary Petition of JA Apparel Corp.

Fill in this information to identify the case:

United States Bankruptcy Court for the:

Southern District of Texas

(State)

Case number (if known):

Chapter

11☐ Check if this is an amended filing**Official Form 201****Voluntary Petition for Non-Individuals Filing for Bankruptcy**

04/20

If more space is needed, attach a separate sheet to this form. On the top of any additional pages, write the debtor's name and the case number (if known). For more information, a separate document, *Instructions for Bankruptcy Forms for Non-Individuals*, is available.

1. Debtor's Name JA Apparel Corp.

2. All other names debtor used in the last 8 years _____

Include any assumed names, trade names, and *doing business as* names

3. Debtor's federal Employer Identification Number (EIN) 13-3452715

4. Debtor's address **Principal place of business** **Mailing address, if different from principal place of business**

6100 Stevenson Boulevard

Number Street

Number Street

P.O. Box

Fremont, California 94538

City State Zip Code

City State Zip Code

Location of principal assets, if different from principal place of business

Alameda County

County

Number Street

City State Zip Code

5. Debtor's website (URL) https://www.tailoredbrands.com/

6. Type of debtor

☒ Corporation (including Limited Liability Company (LLC) and Limited Liability Partnership (LLP))

☐ Partnership (excluding LLP)

☐ Other. Specify: _____

Debtor JA Apparel Corp.
Name

Case number (if known) _____

7. Describe debtor's business*A. Check One:*

- ☐ Health Care Business (as defined in 11 U.S.C. § 101(27A))
- ☐ Single Asset Real Estate (as defined in 11 U.S.C. § 101(51B))
- ☐ Railroad (as defined in 11 U.S.C. § 101(44))
- ☐ Stockbroker (as defined in 11 U.S.C. § 101(53A))
- ☐ Commodity Broker (as defined in 11 U.S.C. § 101(6))
- ☐ Clearing Bank (as defined in 11 U.S.C. § 781(3))
- ☒ None of the above

B. Check all that apply:

- ☐ Tax-exempt entity (as described in 26 U.S.C. § 501)
- ☐ Investment company, including hedge fund or pooled investment vehicle (as defined in 15 U.S.C. § 80a-3)
- ☐ Investment advisor (as defined in 15 U.S.C. § 80b-2(a)(11))

C. NAICS (North American Industry Classification System) 4-digit code that best describes debtor. See <http://www.uscourts.gov/four-digit-national-association-naics-codes> .
4481 (Clothing Stores)

8. Under which chapter of the Bankruptcy Code is the debtor filing?*Check One:*

- ☐ Chapter 7
- ☐ Chapter 9
- ☒ Chapter 11. *Check all that apply:*

A debtor who is a "small business debtor" must check the first sub-box. A debtor as defined in § 1182(1) who elects to proceed under subchapter V of chapter 11 (whether or not the debtor is a "small business debtor") must check the second sub-box.

- ☐ The debtor is a small business debtor as defined in 11 U.S.C. § 101(51D), and its aggregate noncontingent liquidated debts (excluding debts owed to insiders or affiliates) are less than \$2,725,625. If this sub-box is selected, attach the most recent balance sheet, statement of operations, cash-flow statement, and federal income tax return or if any of these documents do not exist, follow the procedure in 11 U.S.C. § 1116(1)(B).
- ☐ The debtor is a debtor as defined in 11 U.S.C. § 1182(1). Its aggregate noncontingent liquidated debts (excluding debts owed to insiders or affiliates) are less than \$7,500,000 **and it chooses to proceed under Subchapter V of Chapter 11.** If this sub-box is selected, attach the most recent balance sheet, statement of operations, cash-flow statement, and federal income tax return or if any of these documents do not exist, follow the procedure in 11 U.S.C. § 1116(1)(B).
- ☐ A plan is being filed with this petition.
- ☐ Acceptances of the plan were solicited prepetition from one or more classes of creditors, in accordance with 11 U.S.C. § 1126(b).
- ☒ The debtor is required to file periodic reports (for example, 10K and 10Q) with the Securities and Exchange Commission according to § 13 or 15(d) of the Securities Exchange Act of 1934. File the *Attachment to Voluntary Petition for Non-Individuals Filing for Bankruptcy under Chapter 11* (Official Form 201A) with this form.
- ☐ The debtor is a shell company as defined in the Securities Exchange Act of 1934 Rule 12b-2.

☐ Chapter 12**9. Were prior bankruptcy cases filed by or against the debtor within the last 8 years?**

- ☒ No District _____ When _____ Case number _____
- ☐ Yes. District _____ When _____ Case number _____

Debtor JA Apparel Corp. Case number (if known) _____
 Name _____

10. Are any bankruptcy cases pending or being filed by a business partner or an affiliate of the debtor? ☐ No ☒ Yes. Debtor See Rider 1 Relationship Affiliate
 List all cases. If more than 1, attach a separate list. District Southern District of Texas When 08/02/2020
 Case number, if known MM / DD / YYYY

11. Why is the case filed in this district? Check all that apply:
☐ Debtor has had its domicile, principal place of business, or principal assets in this district for 180 days immediately preceding the date of this petition or for a longer part of such 180 days than in any other district.
☒ A bankruptcy case concerning debtor's affiliate, general partner, or partnership is pending in this district.

12. Does the debtor own or have possession of any real property or personal property that needs immediate attention? ☒ No.
☐ Yes. Answer below for each property that needs immediate attention. Attach additional sheets if needed.
Why does the property need immediate attention? (Check all that apply.)

- ☐ It poses or is alleged to pose a threat of imminent and identifiable hazard to public health or safety.
 What is the hazard?
☐ It needs to be physically secured or protected from the weather.
☐ It includes perishable goods or assets that could quickly deteriorate or lose value without attention (for example, livestock, seasonal goods, meat, dairy, produce, or securities-related assets or other options).
☐ Other

Where is the property?

Number Street
 City State Zip Code

Is the property insured?

- ☐ No
☐ Yes. Insurance agency _____
 Contact name _____
 Phone _____

Statistical and administrative information

13. Debtor's estimation of available funds Check one:
☒ Funds will be available for distribution to unsecured creditors.
☐ After any administrative expenses are paid, no funds will be available for distribution to unsecured creditors.

14. Estimated number of creditors¹

☐ 1-49	☐ 1,000-5,000	☒ 25,001-50,000
☐ 50-99	☐ 5,001-10,000	☐ 50,001-100,000
☐ 100-199	☐ 10,001-25,000	☐ More than 100,000
☐ 200-999		

¹ The Debtors' estimated assets, liabilities, and number of creditors noted here are provided on a consolidated basis.

Debtor JA Apparel Corp.
Name

Case number (if known) _____

15. Estimated assets	☐	\$0-\$50,000	☐	\$1,000,001-\$10 million	☐	\$500,000,001-\$1 billion
	☐	\$50,001-\$100,000	☐	\$10,000,001-\$50 million	☒	\$1,000,000,001-\$10 billion
	☐	\$100,001-\$500,000	☐	\$50,000,001-\$100 million	☐	\$10,000,000,001-\$50 billion
	☐	\$500,001-\$1 million	☐	\$100,000,001-\$500 million	☐	More than \$50 billion

16. Estimated liabilities	☐	\$0-\$50,000	☐	\$1,000,001-\$10 million	☐	\$500,000,001-\$1 billion
	☐	\$50,001-\$100,000	☐	\$10,000,001-\$50 million	☒	\$1,000,000,001-\$10 billion
	☐	\$100,001-\$500,000	☐	\$50,000,001-\$100 million	☐	\$10,000,000,001-\$50 billion
	☐	\$500,001-\$1 million	☐	\$100,000,001-\$500 million	☐	More than \$50 billion

Request for Relief, Declaration, and Signatures**WARNING --** Bankruptcy fraud is a serious crime. Making a false statement in connection with a bankruptcy case can result in fines up to \$500,000 or imprisonment for up to 20 years, or both. 18 U.S.C. §§ 152, 1341, 1519, and 3571.**17. Declaration and signature of authorized representative of debtor**

The debtor requests relief in accordance with the chapter of title 11, United States Code, specified in this petition.

I have been authorized to file this petition on behalf of the debtor.

I have examined the information in this petition 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 08/02/2020
MM/ DD / YYYY**X**/s/ Holly EtlinHolly Etlin

Signature of authorized representative of debtor

Printed name

Title Chief Restructuring Officer**18. Signature of attorney****X**/s/ Matthew D. Cavanaugh

Date

08/02/2020

Signature of attorney for debtor

MM/ DD/YYYY

Matthew D. Cavanaugh

Printed name

Jackson Walker L.L.P.

Firm name

1401 McKinney Street, Suite 1900

Number

Street

Houston

City

Texas

State

77010

ZIP Code

(713) 752-4200

Contact phone

mcavanaugh@jw.com

Email address

24062656

Bar number

Texas

State

Fill in this information to identify the case:

United States Bankruptcy Court for the:

Southern District of Texas

(State)

Case number (if known): _____

Chapter **11**☐ Check if this is an amended filing**Rider 1****Pending Bankruptcy Cases Filed by the Debtor and Affiliates of the Debtor**

On the date hereof, each of the entities listed below (collectively, the "Debtors") filed a petition in the United States Bankruptcy Court for the Southern District of Texas for relief under chapter 11 of title 11 of the United States Code. The Debtors have moved for joint administration of these cases under the case number assigned to the chapter 11 case of Tailored Brands, Inc.

Tailored Brands, Inc.
JA Apparel Corp.
Jos. A. Bank Clothiers, Inc.
Joseph Abboud Manufacturing Corp.
K&G Men's Company Inc.
Moore's Retail Group Corp.
Moore's The Suit People Corp.
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 Holding Limited
The Joseph A. Bank Mfg. Co., Inc.
The Men's Wearhouse, Inc.
TMW Merchants LLC

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

In re:

JA APPAREL CORP.,

Debtor.

)
) Chapter 11
)
) Case No. 20-[•] ([•])
)
)
)

LIST OF EQUITY SECURITY HOLDERS¹

Debtor	Equity Holders	Address of Equity Holder	Percentage of Equity Held
JA Apparel Corp.	The Men's Wearhouse, Inc.	6100 Stevenson Boulevard Fremont, California 94538	100%

¹ This list reflects holders of five percent or more of Tailored Brands, Inc.'s common stock. This list serves as the disclosure required to be made by the debtor pursuant to rule 1007 of the Federal Rules of Bankruptcy Procedure. All equity positions listed are as of the date of commencement of the chapter 11 case. By the *Debtors' Emergency Motion for Entry of an Order (I) Authorizing the Debtors to File a Consolidated List of Creditors and a Consolidated List of the 30 Largest Unsecured Creditors, (II) Waiving the Requirement to File a List of Equity Security Holders, (III) Authorizing the Debtors to Redact Certain Personal Identification Information, (IV) Approving the Form and Manner of Notifying Creditors of the Commencement of the Chapter 11 Cases and Other Information, and (V) Granting Related Relief* filed contemporaneously herewith, the debtor is requesting a waiver of the requirement under rule 1007 to file a list of all of its equity security holders.

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

In re:	)	
	)	Chapter 11
	)	
JA APPAREL CORP.,	)	Case No. 20-[●] ([●])
	)	
Debtor.	)	
	)	

CORPORATE OWNERSHIP STATEMENT

Pursuant to rules 1007(a)(1) and 7007.1 of the Federal Rules of Bankruptcy Procedure, the following are corporations, other than a government unit, that directly or indirectly own 10% or more of any class of the debtor's equity interest:

Shareholder	Approximate Percentage of Shares Held
The Men's Wearhouse, Inc.	100%

Fill in this information to identify the case:Debtor name Tailored Brands, Inc., et al.United States Bankruptcy Court for the: Southern District of Texas

Case number (If known): _____ (State)

☐ Check if this is an amended filing**Official Form 204****Chapter 11 or Chapter 9 Cases: List of Creditors Who Have the 30 Largest Unsecured Claims and Are Not Insiders**

12/15

A list of creditors holding the 30 largest unsecured claims must be filed in a Chapter 11 or Chapter 9 case. Include claims which the debtor disputes. Do not include claims by any person or entity who is an *insider*, as defined in 11 U.S.C. § 101(31). Also, do not include claims by secured creditors, unless the unsecured claim resulting from inadequate collateral value places the creditor among the holders of the 30 largest unsecured claims.

	Name of creditor and complete mailing address, including zip code	Name, telephone number and email address of creditor contact	Nature of claim (for example, trade debts, bank loans, professional services, and government contracts)	Indicate if claim is contingent, unliquidated, or disputed	Amount of claim		
					If the claim is fully unsecured, fill in only unsecured claim amount. If claim is partially secured, fill in total claim amount and deduction for value of collateral or setoff to calculate unsecured claim.		
					Total claim, if partially secured	Deduction for value of collateral or setoff [1]	Unsecured Claim
1	BANK OF NEW YORK MELLON TRUST COMPANY, N.A. 601 TRAVIS ST, 16TH FLOOR HOUSTON, TX 77002	CONTACT: LISA MCCANTS PHONE: 713-483-6752 EMAIL: LISA.MCCANTS@BNYMELLON.COM	SENIOR NOTES DUE 2022		\$179,916,000		\$179,916,000
2	ICON INTERNATIONAL INC LOCKBOX SERVICES 1487 DEPT 1487 350 N ORLEANS STREET STE 800 CHICAGO, IL 60654-1529	CONTACT: KATHLEEN CHOMIENNE PHONE: 203-388-1442 EMAIL: KCHOMIENNE@ICONINTERNATIONAL.COM	TRADE DEBTS		\$8,214,000		\$8,214,000
3	PEERLESS CLOTHING INC. 200 INDUSTRIAL PARK RD. SAINT ALBANS, VT 05478-1873	CONTACT: JOHN TIGHE PHONE: 469-500-8839 EMAIL: JOHNT@PEERLESS-CLOTHING.COM	TRADE DEBTS		\$8,115,000		\$8,115,000
4	ADOBE SYSTEMS INC 29322 NETWORK PLACE CHICAGO, IL 60673-1293	CONTACT: JEFFEREY YOUNG PHONE: 385-345-2280 EMAIL: JYOUNG@ADOBE.COM	TRADE DEBTS		\$7,047,000		\$7,047,000
5	WH BUYER, LLC DBA WHP GLOBAL 333 S GRAND AVENUE 28TH FLOOR LOS ANGELES, CA 90071	CONTACT: STEPHEN CONWELL PHONE: 646-518-8499 EMAIL: SCONWELL@WHP-GLOBAL.COM	ROYALTIES		\$5,781,000		\$5,781,000
6	ENGIE INSIGHT 1313 NORTH ATLANTIC, SUITE 5000 SPOKANE, WA 99201-2330	CONTACT: RICHARD COOMBE PHONE: 480-625-5055 EMAIL: RICHARD.COOMBE@ENGIE.COM	TRADE DEBTS		\$4,966,000		\$4,966,000

¹ The Debtors reserve the right to assert setoff and other rights with respect to any of the claims listed herein.

	Name of creditor and complete mailing address, including zip code	Name, telephone number and email address of creditor contact	Nature of claim (for example, trade debts, bank loans, professional services, and government contracts)	Indicate if claim is contingent, unliquidated, or disputed	Amount of claim If the claim is fully unsecured, fill in only unsecured claim amount. If claim is partially secured, fill in total claim amount and deduction for value of collateral or setoff to calculate unsecured claim.		
					Total claim, if partially secured	Deduction for value of collateral or setoff [1]	Unsecured Claim
7	MCKINSEY & COMPANY, INC. 3 WORLD TRADE CENTER 175 GREENWICH STREET NEW YORK, NY 10007	CONTACT: GENERAL COUNSEL OFFICE PHONE: 212-415-5372 EMAIL: KILLIAN_NOLAN@MCKINSEY.COM	PROFESSIONAL SERVICES		\$3,500,000		\$3,500,000
8	DAVID'S BRIDAL, INC. 1001 WASHINGTON ST. ASF MONTHLY INSTALLMENT CONSHOHOCKEN, PA 19428	CONTACT: JIM MARCUM PHONE: 603-455-5650 EMAIL: JMARCUM@DBL.COM	ROYALTIES		\$3,490,000		\$3,490,000
9	FLOW FORMAL ALLIANCE, LLC P.O. BOX 842683 BOSTON, MA 02284-2683	CONTACT: JEFF WEINTRAUB PHONE: 561-504-1846 EMAIL: LJTALALIEN@AOL.COM	TRADE DEBTS		\$3,203,000		\$3,203,000
10	PRODUCTOS TEXTILES 800 METROS CARRETERA A LA JUTOSA, ZONA LIBRE INHDELVA CHOLOMA CORTEZ, HND	CONTACT: JACOBO KATTAN PHONE: 50499785004 EMAIL: JACOBO.KATTAN@PROTEXSA.HN	TRADE DEBTS		\$2,786,000		\$2,786,000
11	PHILLIPS VAN HEUSEN CORP P.O. BOX 532513 ATLANTA, GA 30353-2513	CONTACT: ANN RALKO PHONE: 908-332-4698 EMAIL: ANN.RALKO@PVH.COM	TRADE DEBTS		\$2,668,000		\$2,668,000
12	VETEMENTS PEERLESS CLOTHING 8888 BOUL PIE 1X MONTREAL, QC H1Z 4J5 CAN	CONTACT: JOHN TIGHE PHONE: 469-500-8839 EMAIL: JOHNT@PEERLESS-CLOTHING.COM	TRADE DEBTS		\$2,224,000		\$2,224,000
13	GOOGLE, INC. DEPT 33654 P.O. BOX 39000 SAN FRANCISCO, CA 94139	CONTACT: RICH JONES PHONE: 650-862-1371 EMAIL: RJONES@GOOGLE.COM	TRADE DEBTS		\$1,841,000		\$1,841,000
14	LAGUNA CLOTHING(MAURITIUS)LTD BOUNDARY ROAD QUATRE BORNES, MUS	CONTACT: ERIC DORCHIES PHONE: 23054233500 EMAIL: EDORCHIES@AQUARELLE-CLOTHING.COM	TRADE DEBTS		\$1,630,000		\$1,630,000
15	TOP GENUINE, LLC PO BOX 50001 PASADENA, CA 91105	CONTACT: RAY TOLLES PHONE: 213-479-3000 EMAIL: RAY.TOLLES@GMAIL.COM	TRADE DEBTS		\$1,567,000		\$1,567,000
16	KENNETH COLE PRODUCTION/ROYALTIES/ADVE RT 400 PLAZA DRIVE SECAUCUS, NJ 07094	CONTACT: KENNETH COLE PHONE: 914-806-2323 EMAIL: KENNETH@KENNETHCOLE.COM	ROYALTIES		\$1,464,000		\$1,464,000
17	CASS INFORMATION SYSTEMS INC. P.O. BOX 17617 ST.LOUIS, MO 63178	CONTACT: DEREK PANO PHONE: 978-323-6567 EMAIL: DAPANO@CASSINFO.COM	TRADE DEBTS		\$1,461,000		\$1,461,000
18	AT&T P.O. BOX 5019 CAROL STREAM, IL 60197-5019	CONTACT: CHARLES KEETON PHONE: 281-797-1882 EMAIL: CK6861@ATT.COM	UTILITY		\$1,361,000		\$1,361,000

	Name of creditor and complete mailing address, including zip code	Name, telephone number and email address of creditor contact	Nature of claim (for example, trade debts, bank loans, professional services, and government contracts)	Indicate if claim is contingent, unliquidated, or disputed	Amount of claim If the claim is fully unsecured, fill in only unsecured claim amount. If claim is partially secured, fill in total claim amount and deduction for value of collateral or setoff to calculate unsecured claim.		
					Total claim, if partially secured	Deduction for value of collateral or setoff [1]	Unsecured Claim
19	PT UNGARAN SARI GARMENTS KUNINGAN CITY (AXA TOWER), 41ST FLOOR JL. PROF. DR.SATRIO JAKARTA, 12940 IND	CONTACT: MANISH VIRMANI PHONE: 628111045222 EMAIL: MANISH.VIRMANI@BUSANAGROUP.COM	TRADE DEBTS		\$1,205,000		\$1,205,000
20	JIANGSU SUNSHINE CO. LTD./ FABRIC WIRE XINQIAO TOWN,UIANGYIN CITY JIANGSU PROVINCE 214426, CHN	CONTACT: LIPING PHONE: 760-224-7532 EMAIL: LIPINGHECN@YAHOO.COM	TRADE DEBTS		\$914,000		\$914,000
21	HCL TECHNOLOGIES LTD 806 SIDDHARTH 96 NEHRU PLACE NEW DEHLI, 110-0119 IND	CONTACT: TRACY DECICCO PHONE: 303-570-3801 EMAIL: TRACY.DECICCO@HCL.COM	TRADE DEBTS		\$875,000		\$875,000
22	STAPLES PO BOX 70242 PHILADELPHIA, PA 19176-0242	PHONE: 877-826-7755	TRADE DEBTS		\$823,000		\$823,000
23	CT CORPORATION PO BOX 4349 CAROL STREAM, IL 60197-4349	CONTACT: BONNUS SMITH PHONE: 713-882-8566 EMAIL: BONNIE.SMITH@WOLTERSKLUWER.COM	TRADE DEBTS		\$812,000		\$812,000
24	FABIAN COUTURE GROUP 205C CHUBB AVENUE LYNDHURST, NJ 07071	CONTACT: ALLAN WEISS PHONE: 201-248-3562 EMAIL: AAJWEISS@AOL.COM	TRADE DEBTS		\$805,000		\$805,000
25	FLORSHEIM SHOE CO. 7734 SOLUTION CENTER CHICAGO, IL 60677-7007	CONTACT: JOHN FLORSHEIM PHONE: 414-908-1889 EMAIL: JFLORSHEIM@WEYCOGROUP.COM	TRADE DEBTS		\$784,000		\$784,000
26	CAULFEILD APPAREL GROUP LTD 1400 WHITEHORSE RD TORONTO, ON M3J3A7 CAN	CONTACT: MARIO TOMEI PHONE: 416-720-5984 EMAIL: MARIOT@CAULFEILD	TRADE DEBTS		\$782,000		\$782,000
27	TRANSPACIFIC INC. C/O TRANSPACIFIC P.O. BOX 75359 CHICAGO, IL 60675-5359	CONTACT: NING ZHOA PHONE: 917-886-9518 EMAIL: NING@MORETTISHOE.COM	TRADE DEBTS		\$776,000		\$776,000
28	MM FASHION AND DESIGN INC 9202 CHARLES SMITH AVENUE RANCHO CUCAMONGA, CA 91730	CONTACT: ANGEL MARTINEZ PHONE: 909-720-8661 EMAIL: ANGEL@MMFASHIONINC.COM	TRADE DEBTS		\$742,000		\$742,000
29	BLDG MANAGEMENT CO., INC. / 7101 417 FIFTH AVENUE, 4TH FLOOR NEW YORK, NY 10016	CONTACT: SARA FONTANET PHONE: 212-624-4337 EMAIL: SFONTANET@BLDG.COM	RENT		\$703,000		\$703,000
30	SITUS ASSET MANAGEMENT, LLC / #220 C/O BTR HAMPSTEAD, LLC SIGNATURE BANK NEWARK, NJ 07101-8084	CONTACT: ANGELA BALDWIN PHONE: 410-844-3906 EMAIL: ABALDWIN@BTRCAPITALGROUP.COM	RENT		\$701,000		\$701,000

JA APPAREL CORP.

JOINT WRITTEN CONSENT OF DIRECTORS

IN LIEU OF ANNUAL MEETING

Pursuant to Section 141(f) of the General Corporation Law of the State of Delaware, the undersigned, being all of the directors of JA Apparel Corp., a Delaware corporation (the “Company”), and in lieu of the annual meeting of directors, the call and notice of which are hereby expressly waived, do hereby consent to the adoption of and adopt the resolutions set forth on Annex A attached hereto.

This consent may be executed in counterparts, each of which shall be deemed an original, and all of which taken together shall constitute one instrument. A copy of this consent signed and delivered by telecopy, facsimile or other electronic transmission shall be considered an original, executed consent.

IN WITNESS WHEREOF, the undersigned has executed this consent effective as of _____ August 2, 2020.

DIRECTORS:



Jamie Bragg



A. Alexander Rhodes

Annex A**1. Election of Officers**

NOW, THEREFORE, BE IT RESOLVED, that each of the following persons is hereby elected to the offices of the Company set forth beside his or her name, to serve in accordance with the provisions of the by-laws of the Company and until his or her successor shall have been elected and shall have qualified:

<u>NAME</u>	<u>OFFICE</u>
Dinesh Lathi	President and Chief Executive Officer
Jamie Bragg	Executive Vice President, Chief Supply Chain Officer
A. Alexander Rhodes	Executive Vice President and General Counsel
Boris Sherman	Executive Vice President, Chief Technology Officer
Aidan Arney	Vice President, Corporate Tax
Joseph Foley	Vice President, Real Estate
Francisco Fuentes	Vice President, Risk Management
Laura Ann Smith	Vice President, Assistant General Counsel - Corporate and Securities Law and Secretary
John Vazquez	Vice President, Chief Accounting Officer and Treasurer

2. Restructuring Support Agreement

WHEREAS, the board of directors (the “Governing Body”) of JA Apparel Corp. (the “Company”) has reviewed and considered (i) the recommendation by the Board of Directors of Tailored Brands, Inc. (the “Board”) and the authorized officers and representatives of Tailored Brands, Inc. (“Management”) that the Company enter into that certain restructuring support agreement (in such form as authorized and executed by any Authorized Officer (as defined below), with such authorization as evidenced by the execution and delivery by any such Authorized Signatory, the “Restructuring Support Agreement”), (ii) the presentations by the Advisors regarding the liabilities and liquidity of the Company, the strategic alternatives available to the Company, and the impact of the foregoing on the Company’s business, (iii) the information and advice previously provided to and reviewed by the Governing Body, the Board, and Management, and (iv) the related matters reported on at meetings of the Governing Body and the Board;

WHEREAS, the Governing Body has had the opportunity to consult with Management and the Board and the financial, restructuring, and legal advisors described in Section 4 herein (collectively, the “Advisors”) and fully consider each of the strategic alternatives available to the Company;

WHEREAS, Management is continuing to negotiate the Restructuring Support Agreement with the Company's stakeholders, with the terms of such Restructuring Support Agreement to be substantially consistent with the terms set forth in the presentations by Management; and

WHEREAS, the Restructuring Support Agreement provides that it can be terminated if the Governing Body determines, after consulting with counsel, that proceeding with any of the restructuring transactions contemplated by the Restructuring Support Agreement would be inconsistent with applicable law or the Governing Body's fiduciary duties.

NOW, THEREFORE, BE IT RESOLVED, that it is desirable and in the best interests the Company, its stakeholders, its creditors, and other parties in interest, to enter into the Restructuring Support Agreement, and that the Company's performance of its obligations under the Restructuring Support Agreement, and all other exhibits, schedules, attachments, and ancillary documents or agreements related thereto, hereby is, in all respects, authorized and approved;

FURTHER RESOLVED, that Management is hereby authorized and directed to take all actions necessary or advisable to negotiate and finalize the Restructuring Support Agreement and, subject to receiving sufficient consents from the Consenting Term Loan Lenders (as defined in the Restructuring Support Agreement), enter into and perform under the Restructuring Support Agreement, and the restructuring contemplated thereunder; and

FURTHER RESOLVED, that the officers of the Company, including but not limited to the President and Chief Executive Officer, any Vice President, the Treasurer, the Secretary or any Assistant Secretary of the Company and any other person designated by the Governing Body (collectively, the "Authorized Officers") shall be, and each of them individually hereby is, authorized for and on behalf of the Company to take all actions (including, without limitation, to negotiate and execute any agreements, documents, certificates, supplemental agreements and instruments) necessary or advisable to finalize the Restructuring Support Agreement and, subject to receiving sufficient consents from the Consenting Term Loan Lenders (as defined in the Restructuring Support Agreement), to enter into the Restructuring Support Agreement, and to perform all the transactions contemplated thereby, that in the judgment of the applicable Authorized Officers, are necessary or appropriate to effectuate and carry out the purposes and intent of the foregoing resolutions (such determination to be conclusively evidenced by the taking of such action or execution thereof).

3. Chapter 11 Filing

WHEREAS, the Governing Body has considered certain materials presented by Management and the Advisors, including, but not limited to, materials regarding the liabilities and obligations of the Company, its liquidity, strategic alternatives available to it, and the effect of the foregoing on the Company's business, and has had adequate opportunity to consult such persons regarding the materials presented, obtain additional information, and to fully consider each of the strategic alternatives available to the Company; and

WHEREAS, the Governing Body has had the opportunity to consult with Management, the Board, and the Advisors and consider each of the strategic alternatives available to the Company.

NOW, THEREFORE, BE IT RESOLVED, that in the judgment of the Governing Body, it is desirable and in the best interests of the Company, its creditors, and other parties in interest, that the Company shall be, and hereby is, authorized to file, or cause to be filed, a voluntary petition for relief (such voluntary petition, and the voluntary petitions to be filed by the Company's affiliates, collectively, the "Chapter 11 Cases") under the provisions of chapter 11 of title 11 of the United States Code (the "Bankruptcy Code") in the United States Bankruptcy Court for the Southern District of Texas (the "Bankruptcy Court") and any other petition for relief or recognition or other order that may be desirable under applicable law; and

FURTHER RESOLVED, that the Authorized Officers, acting alone or with one or more other Authorized Officers of the Company be, and each of them hereby is authorized, empowered, and directed to execute and file on behalf of the Company all petitions, schedules, lists, and other motions, objections, replies, applications, papers, or documents as necessary or advisable to commence the Chapter 11 Cases and obtain chapter 11 relief, and to take any and all actions that they deem necessary or proper to obtain such relief, including, without limitation, any action necessary to maintain the ordinary course operation of the Company's business.

4. Senior Secured Super-Priority Debtor-In-Possession Credit Agreement

WHEREAS, TAILORED BRANDS, INC., a Texas corporation, THE MEN'S WEARHOUSE, INC., a Texas corporation, as debtor and debtor-in-possession, each of the other U.S. Subsidiary Borrowers from time to time party thereto (each of the foregoing, individually, as a "U.S. Borrower" and, collectively, as the "U.S. Borrowers"), MOORES THE SUIT PEOPLE CORP., a Nova Scotia unlimited liability company (the "Canadian Borrower" and, together with the U.S. Borrowers, the "Borrowers"), the Canadian Guarantors from time to time party thereto, the Lenders from time to time party thereto, JPMORGAN CHASE BANK, N.A., as Administrative Agent ("U.S. Agent"), and JPMORGAN CHASE BANK, N.A. TORONTO BRANCH, as Canadian Administrative Agent ("Canadian Agent"; together with the U.S. Agent, the "Agents"), propose to enter into that certain SENIOR SECURED SUPER-PRIORITY DEBTOR-IN-POSSESSION CREDIT AGREEMENT dated as of the date hereof (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "DIP Credit Agreement");

WHEREAS, the obligation of the Lenders to make Loans to the Borrowers under the DIP Credit Agreement is subject to the Company having satisfied certain conditions described in the DIP Credit Agreement and the other Loan Documents (as defined below) to which it is a party;

WHEREAS, the DIP Credit Agreement requires the Company to guaranty and to grant a security interest to secure the obligations under the Loan Documents; and

WHEREAS, the Company will obtain benefits from the Loans made to the Borrowers under the DIP Credit Agreement.

NOW, THEREFORE, BE IT RESOLVED, that the form, terms and provisions of each of the instruments and documents listed below (collectively, the “Loan Documents”), substantially in the form received by the undersigned and the Company’s execution, delivery and performance of its obligations under the Loan Documents, including without limitation the grant of security interests under the Loan Documents, and, any borrowings or guaranty therewith, be, and hereby are, in all respects, approved:

- a) any promissory note executed by the Companies in connection with the DIP Credit Agreement;
- b) any fee letter in connection with the DIP Credit Agreement;
- c) any Collateral Document in connection with the DIP Credit Agreement;
- d) any intellectual property security agreement in connection with the DIP Credit Agreement;
- e) the Interim Order;
- f) the Final Order;
- g) the Intercreditor Agreement;
- h) the Intercompany Subordination Agreement;
- i) the Intercreditor Acknowledgement;
- j) any commitment letter in connection with the DIP Credit Agreement;
- k) any guarantee in connection with the DIP Credit Agreement;
- l) any assignment documents, security agreements, notices, financing statements, tax affidavits, and other instruments as the Agents and/or the Lenders may reasonably request or as may be necessary or appropriate to create, preserve and perfect the Liens of Agents and/or the Lenders required pursuant to the Loan Documents to be created in the Collateral;
- m) agreements with third parties (including, without limitation, bank agency agreements, lockbox agreements, cash management agreements, hedge agreements, control agreements, landlord agreements, Collateral Access Agreements, bailee letters, and warehouse letters) relating to the Collateral; and
- n) such other Loan Documents (as defined in the DIP Credit Agreement), agreements, documents, Orders, pledges, powers of attorney, instruments, letters of credit, acknowledgements, statements, paper, certificates and other documents and instruments, including any interest rate swaps, caps, collars or similar hedging agreement and any financing statements (or amendments thereto) that may be contemplated by, or as may be required by or executed in connection with any of the

Loan Documents.

FURTHER RESOLVED, that the Authorized Officers, acting alone or with one or more other Authorized Officers be, and hereby is, authorized and empowered to execute and deliver, and perform all of the obligations and the transactions contemplated under each of the Loan Documents in the name and on behalf of the Company, with such changes therein as shall be approved by the Authorized Officer executing the same, with such execution by said Authorized Officer to constitute conclusive evidence of his or her approval of the terms thereof, including any departures therein from the form presented to the Governing Body;

FURTHER RESOLVED, that any person dealing with an Authorized Officer may conclusively rely upon the authority of such Authorized Officer by the execution of a document or agreement;

FURTHER RESOLVED, that the Company will obtain benefits from the loans made to the Company under the DIP Credit Agreement and the other Loan Documents which are necessary and convenient to the conduct, promotion and attainment of the business of the Company;

FURTHER RESOLVED, that the incurrence by the Company of the borrowings and obligations under the Loan Documents is hereby authorized and approved in all respects and the transactions contemplated by the Loan Documents are approved in all respects;

FURTHER RESOLVED, that each of the Authorized Officers be, and hereby is, authorized and empowered to take all actions or to not take any action in the name of the Company with respect to the transactions contemplated by these resolutions as the sole shareholder or sole member, of each direct or indirect subsidiary of the Company, if any, whether existing now or in the future, in each case, as such Authorized Officer shall deem necessary or desirable in such Authorized Officer's reasonable business judgment, including without limitation the authorization of resolutions and agreements necessary to authorize the execution, delivery and performance pursuant to the DIP Credit Agreement or any of the Loan Documents (including certificates, affidavits, financing statements, notices, reaffirmations and amendments and restatements thereof or relating thereto) as may be necessary or convenient to effectuate the purposes of the transactions contemplated herein;

FURTHER RESOLVED, that the Company be and it hereby is, authorized and directed to grant the Liens and security interests with respect to all or substantially all of its assets contemplated and as and when required by the Collateral Documents and the other Loan Documents in favor of the Agents and/or the Lenders to secure the Obligations (and any renewals, increases, extension for any period of rearrangement thereof) and to provide the guarantees contemplated in the Loan Documents;

FURTHER RESOLVED, that the Agents are authorized to file or record financing statements and other filing or recording documents or instruments with respect to the Collateral without the signature of the Company in such form and substance and in such offices as the Agents determine appropriate to continue to perfect the security interests of the Agents for the benefit of the Lenders under the DIP Credit Agreement and the other Loan Documents, as appropriate, and the Agents are authorized to use the collateral description "all or substantially all personal property

assets of the Debtor, whether now existing or hereafter arising” or any similar description in any such financing statements;

FURTHER RESOLVED, that the Company be, and hereby is, authorized to guaranty the payment in full and performance of all Obligations, to the extent applicable, of its direct or indirect subsidiaries;

FURTHER RESOLVED, that any specific resolutions that may be required to have been adopted by the Company in connection with the actions contemplated by the foregoing resolutions be, and they hereby are, adopted, and the Authorized Officers of the Company be, and each of them acting alone hereby is authorized to certify as to the adoption of any and all such resolutions and attach such resolutions hereto;

FURTHER RESOLVED, that the omission from these resolutions of any agreement, document or other arrangement contemplated by any of the agreements, documents or instruments described in the foregoing resolutions or any action to be taken in accordance with any requirement of any of the agreements, documents, or instruments described in the foregoing resolutions shall in no manner derogate from the authority of the Authorized Officers, or any officer of the Company acting at their direction, to take all actions necessary, desirable, advisable or appropriate to consummate, effectuate carry out or further the transactions contemplated by, and the intent and purposes of, the foregoing resolutions;

FURTHER RESOLVED, that each of the Authorized Officers be, and hereby is, authorized and empowered to take all such further actions including, without limitation, to pay all fees, (including without limitation, the fees under the Fee Letters and expenses in accordance with the terms of the Loan Documents), to arrange for and enter into supplemental agreements, instruments, amendments, amendment and restatements, modifications, renewals, replacements, consolidations, substitutions, extensions, certificates or documents relating to the transactions contemplated by any of the Loan Documents and to execute and deliver all such supplemental agreements, instruments, amendments, amendment and restatements, modifications, renewals, replacements, consolidations, substitutions, extensions, certificates or documents in the name and on behalf of the Company, which shall in their sole judgment be necessary, proper or advisable in order to perform the Company’s obligations under or in connection with any of the Loan Documents and the transactions contemplated therein, and to carry out fully the intent of the foregoing resolution. The performance of any such further act and the execution of any such document or instrument by any of the aforesaid Authorized Officers of the Company pursuant to these resolutions shall be conclusive evidence that the same have been authorized and approved by the Company in every respect;

FURTHER RESOLVED, that all acts and actions taken by any Authorized Officer prior to the date hereof with respect to the transactions contemplated by the Loan Documents (as defined in the DIP Credit Agreement), and any and all agreements, instruments, certificates or documents heretofore executed be, and hereby are, in all respects confirmed, approved and ratified; and

FURTHER RESOLVED, that all initially capitalized terms used in the resolutions under the caption “SENIOR SECURED SUPER-PRIORITY DEBTOR-IN-POSSESSION CREDIT

AGREEMENT” and otherwise without definition shall have the meanings ascribed to them in the DIP Credit Agreement.

5. Retention of Professionals

NOW, THEREFORE, BE IT RESOLVED that each of the Authorized Officers be, and they hereby are, authorized and directed to employ the following professionals on behalf of the Company: (i) the law firm of Kirkland & Ellis LLP and Kirkland & Ellis International LLP, as general bankruptcy counsel, (ii) the law firm of Jackson Walker L.L.P., as co-bankruptcy counsel, (iii) the law firm of Stikeman Elliot LLP, as co-bankruptcy counsel, (iv) the law firm of Mourant Ozannes, as co-bankruptcy counsel, (v) PJT Partners LP, as financial advisor, (vi) AlixPartners, LLP, as restructuring advisor, (vii) Prime Clerk LLC, as notice and claims agent, (viii) A&G Realty Partners, LLC, as a real estate consultant and advisor, and (ix) any other legal counsels, accountants, financial advisors, restructuring advisors or other professionals the Authorized Officers deem necessary, appropriate or advisable; each to represent and assist the Company in carrying out its duties and responsibilities and exercising its rights under the Bankruptcy Code and applicable law (including, but not limited to, the law firms filing any pleadings and responses); and in connection therewith, each of the Authorized Officers be, and hereby is authorized, empowered and directed, in accordance with the terms and conditions hereof, to execute appropriate retention agreements and to cause to be filed appropriate applications for authority to reach such services; and

FURTHER RESOLVED, that all acts and deeds previously performed by any of the officers of the Authorized Officers, as may be applicable, prior to the adoption of the foregoing recitals and resolutions that are within the authority conferred by the foregoing recitals and resolutions, are hereby ratified, confirmed and approved in all respects as the authorized acts and deeds of the Authorized Officers, as the case may be.

6. General

NOW, THEREFORE, BE IT RESOLVED, that in addition to the specific authorizations heretofore conferred upon the Authorized Officers, each of the Authorized Officers (and their designees and delegates) be, and they hereby are, authorized and empowered, in the name of and on behalf of the Company, to take or cause to be taken any and all such other and further action to: execute, acknowledge, deliver, and file any and all such agreements, certificates, instruments, and other documents; and pay all expenses, including but not limited to filing fees, in each case as in such officer's or officers' judgment, shall be necessary, advisable, or desirable to fully carry out the intent and accomplish the purposes of the resolutions adopted herein;

FURTHER RESOLVED, that the Governing Body has received sufficient notice of the actions and transactions relating to the matters contemplated by the foregoing resolutions, as may be required by the organizational documents of the Company, or hereby waive any right to have received such notice;

FURTHER RESOLVED, that all acts, actions and transactions relating to the matters contemplated by the foregoing resolutions done in the name of and on behalf of the Company, which acts would have been approved by the foregoing resolutions except that such acts were taken before

the adoption of these resolutions, are hereby in all respects approved and ratified as the true acts and deeds of the Company with the same force and effect as if each such act, transaction, agreement or certificate has been specifically authorized in advance by resolution of the Governing Body; and

FURTHER RESOLVED, that each of the Authorized Officers (and their designees and delegates) be and hereby is authorized and empowered to take all actions or to not take any action in the name of the Company with respect to the transactions contemplated by these resolutions hereunder, as such Authorized Officers shall deem necessary or desirable in such Authorized Officer's reasonable judgment as may be necessary or convenient to effectuate the purposes of the transactions contemplated herein.

Fill in this information to identify the case and this filing:	
Debtor Name	JA Apparel Corp.
United States Bankruptcy Court for the:	Southern District of Texas
	(State)
Case number (If known):	

Official Form 202**Declaration Under Penalty of Perjury for Non-Individual Debtors**

12/15

An individual who is authorized to act on behalf of a non-individual debtor, such as a corporation or partnership, must sign and submit this form for the schedules of assets and liabilities, any other document that requires a declaration that is not included in the document, and any amendments of those documents. This form must state the individual's position or relationship to the debtor, the identity of the document, and the date. Bankruptcy Rules 1008 and 9011.

WARNING -- Bankruptcy fraud is a serious crime. Making a false statement, concealing property, or obtaining money or property by fraud in connection with a bankruptcy case can result in fines up to \$500,000 or imprisonment for up to 20 years, or both. 18 U.S.C. §§ 152, 1341, 1519, and 3571.

Declaration and signature

I am the president, another officer, or an authorized agent of the corporation; a member or an authorized agent of the partnership; or another individual serving as a representative of the debtor in this case.

I have examined the information in the documents checked below and I have a reasonable belief that the information is true and correct:

- ☐ *Schedule A/B: Assets-Real and Personal Property (Official Form 206A/B)*
- ☐ *Schedule D: Creditors Who Have Claims Secured by Property (Official Form 206D)*
- ☐ *Schedule E/F: Creditors Who Have Unsecured Claims (Official Form 206E/F)*
- ☐ *Schedule G: Executory Contracts and Unexpired Leases (Official Form 206G)*
- ☐ *Schedule H: Codebtors (Official Form 206H)*
- ☐ *Summary of Assets and Liabilities for Non-Individuals (Official Form 206Sum)*
- ☐ *Amended Schedule*
- ☒ *Chapter 11 or Chapter 9 Cases: List of Creditors Who Have the 30 Largest Unsecured Claims and Are Not Insiders (Official Form 204)*
- ☒ Other document that requires a declaration **List of Equity Security Holders and Corporate Ownership Statement**

I declare under penalty of perjury that the foregoing is true and correct.

Executed on

08/02/2020
MM/ DD/YYYY

☒ /s/ Holly Etlin

Signature of individual signing on behalf of debtor

Holly Etlin
Printed name

Chief Restructuring Officer
Position or relationship to debtor

TAB B

Voluntary Petition of Jos. A. Bank Clothiers, Inc.

Fill in this information to identify the case:

United States Bankruptcy Court for the:

Southern District of Texas

(State)

Case number (if known):

Chapter

11☐ Check if this is an amended filing**Official Form 201****Voluntary Petition for Non-Individuals Filing for Bankruptcy**

04/20

If more space is needed, attach a separate sheet to this form. On the top of any additional pages, write the debtor's name and the case number (if known). For more information, a separate document, *Instructions for Bankruptcy Forms for Non-Individuals*, is available.

1. Debtor's Name Jos. A. Bank Clothiers, Inc.

2. All other names debtor used in the last 8 years _____

Include any assumed names, trade names, and *doing business as* names

3. Debtor's federal Employer Identification Number (EIN) **36-3189198**

4. Debtor's address

Principal place of business	Mailing address, if different from principal place of business
------------------------------------	---

6100 Stevenson Boulevard

Number Street

Number Street

P.O. Box

Fremont, California 94538

City State Zip Code

City State Zip Code

Location of principal assets, if different from principal place of business

Alameda County

County

Number Street

City State Zip Code

5. Debtor's website (URL) **https://www.tailoredbrands.com/**

6. Type of debtor

☒ Corporation (including Limited Liability Company (LLC) and Limited Liability Partnership (LLP))

☐ Partnership (excluding LLP)

☐ Other. Specify: _____

Debtor Jos. A. Bank Clothiers, Inc.
Name

Case number (if known) _____

7. Describe debtor's business*A. Check One:*

- ☐ Health Care Business (as defined in 11 U.S.C. § 101(27A))
- ☐ Single Asset Real Estate (as defined in 11 U.S.C. § 101(51B))
- ☐ Railroad (as defined in 11 U.S.C. § 101(44))
- ☐ Stockbroker (as defined in 11 U.S.C. § 101(53A))
- ☐ Commodity Broker (as defined in 11 U.S.C. § 101(6))
- ☐ Clearing Bank (as defined in 11 U.S.C. § 781(3))
- ☒ None of the above

B. Check all that apply:

- ☐ Tax-exempt entity (as described in 26 U.S.C. § 501)
- ☐ Investment company, including hedge fund or pooled investment vehicle (as defined in 15 U.S.C. § 80a-3)
- ☐ Investment advisor (as defined in 15 U.S.C. § 80b-2(a)(11))

C. NAICS (North American Industry Classification System) 4-digit code that best describes debtor. See <http://www.uscourts.gov/four-digit-national-association-naics-codes> .
4481 (Clothing Stores)

8. Under which chapter of the Bankruptcy Code is the debtor filing?*Check One:*

- ☐ Chapter 7
- ☐ Chapter 9
- ☒ Chapter 11. *Check all that apply:*

A debtor who is a "small business debtor" must check the first sub-box. A debtor as defined in § 1182(1) who elects to proceed under subchapter V of chapter 11 (whether or not the debtor is a "small business debtor") must check the second sub-box.

- ☐ The debtor is a small business debtor as defined in 11 U.S.C. § 101(51D), and its aggregate noncontingent liquidated debts (excluding debts owed to insiders or affiliates) are less than \$2,725,625. If this sub-box is selected, attach the most recent balance sheet, statement of operations, cash-flow statement, and federal income tax return or if any of these documents do not exist, follow the procedure in 11 U.S.C. § 1116(1)(B).
- ☐ The debtor is a debtor as defined in 11 U.S.C. § 1182(1). Its aggregate noncontingent liquidated debts (excluding debts owed to insiders or affiliates) are less than \$7,500,000 **and it chooses to proceed under Subchapter V of Chapter 11.** If this sub-box is selected, attach the most recent balance sheet, statement of operations, cash-flow statement, and federal income tax return or if any of these documents do not exist, follow the procedure in 11 U.S.C. § 1116(1)(B).
- ☐ A plan is being filed with this petition.
- ☐ Acceptances of the plan were solicited prepetition from one or more classes of creditors, in accordance with 11 U.S.C. § 1126(b).
- ☒ The debtor is required to file periodic reports (for example, 10K and 10Q) with the Securities and Exchange Commission according to § 13 or 15(d) of the Securities Exchange Act of 1934. File the *Attachment to Voluntary Petition for Non-Individuals Filing for Bankruptcy under Chapter 11* (Official Form 201A) with this form.
- ☐ The debtor is a shell company as defined in the Securities Exchange Act of 1934 Rule 12b-2.

☐ Chapter 12**9. Were prior bankruptcy cases filed by or against the debtor within the last 8 years?**

☒ No District _____ When _____ Case number _____

☐ Yes. District _____ When _____ Case number _____

Debtor Jos. A. Bank Clothiers, Inc. Case number (if known) _____
 Name _____

10. Are any bankruptcy cases pending or being filed by a business partner or an affiliate of the debtor? ☐ No ☒ Yes. Debtor See Rider 1 Relationship Affiliate
 List all cases. If more than 1, attach a separate list. District Southern District of Texas When 08/02/2020
 Case number, if known MM / DD / YYYY

11. Why is the case filed in this district? *Check all that apply:*
☐ Debtor has had its domicile, principal place of business, or principal assets in this district for 180 days immediately preceding the date of this petition or for a longer part of such 180 days than in any other district.
☒ A bankruptcy case concerning debtor's affiliate, general partner, or partnership is pending in this district.

12. Does the debtor own or have possession of any real property or personal property that needs immediate attention? ☒ No.
☐ Yes. Answer below for each property that needs immediate attention. Attach additional sheets if needed.
Why does the property need immediate attention? (Check all that apply.)

- ☐ It poses or is alleged to pose a threat of imminent and identifiable hazard to public health or safety.
 What is the hazard?
☐ It needs to be physically secured or protected from the weather.
☐ It includes perishable goods or assets that could quickly deteriorate or lose value without attention (for example, livestock, seasonal goods, meat, dairy, produce, or securities-related assets or other options).
☐ Other

Where is the property?

Number Street
 City State Zip Code

Is the property insured?

- ☐ No
☐ Yes. Insurance agency _____
 Contact name _____
 Phone _____

Statistical and administrative information

13. Debtor's estimation of available funds *Check one:*
☒ Funds will be available for distribution to unsecured creditors.
☐ After any administrative expenses are paid, no funds will be available for distribution to unsecured creditors.

14. Estimated number of creditors¹

☐ 1-49	☐ 1,000-5,000	☒ 25,001-50,000
☐ 50-99	☐ 5,001-10,000	☐ 50,001-100,000
☐ 100-199	☐ 10,001-25,000	☐ More than 100,000
☐ 200-999		

¹ The Debtors' estimated assets, liabilities, and number of creditors noted here are provided on a consolidated basis.

Debtor Jos. A. Bank Clothiers, Inc.
Name

Case number (if known) _____

15. Estimated assets

☐ \$0-\$50,000	☐ \$1,000,001-\$10 million	☐ \$500,000,001-\$1 billion
☐ \$50,001-\$100,000	☐ \$10,000,001-\$50 million	☒ \$1,000,000,001-\$10 billion
☐ \$100,001-\$500,000	☐ \$50,000,001-\$100 million	☐ \$10,000,000,001-\$50 billion
☐ \$500,001-\$1 million	☐ \$100,000,001-\$500 million	☐ More than \$50 billion

16. Estimated liabilities

☐ \$0-\$50,000	☐ \$1,000,001-\$10 million	☐ \$500,000,001-\$1 billion
☐ \$50,001-\$100,000	☐ \$10,000,001-\$50 million	☒ \$1,000,000,001-\$10 billion
☐ \$100,001-\$500,000	☐ \$50,000,001-\$100 million	☐ \$10,000,000,001-\$50 billion
☐ \$500,001-\$1 million	☐ \$100,000,001-\$500 million	☐ More than \$50 billion

Request for Relief, Declaration, and Signatures

WARNING -- Bankruptcy fraud is a serious crime. Making a false statement in connection with a bankruptcy case can result in fines up to \$500,000 or imprisonment for up to 20 years, or both. 18 U.S.C. §§ 152, 1341, 1519, and 3571.

17. Declaration and signature of authorized representative of debtor

The debtor requests relief in accordance with the chapter of title 11, United States Code, specified in this petition.

I have been authorized to file this petition on behalf of the debtor.

I have examined the information in this petition 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 08/02/2020
MM/ DD / YYYY

X /s/ Holly Etlin Holly Etlin
Signature of authorized representative of debtor Printed name

Title Chief Restructuring Officer

18. Signature of attorney **X** /s/ Matthew D. Cavanaugh Date 08/02/2020
Signature of attorney for debtor MM/ DD/YYYY

Matthew D. Cavanaugh
Printed name

Jackson Walker L.L.P.
Firm name

1401 McKinney Street, Suite 1900
Number Street

Houston Texas 77010
City State ZIP Code

(713) 752-4200 mcavanaugh@jw.com
Contact phone Email address

24062656 Texas
Bar number State

Fill in this information to identify the case:

United States Bankruptcy Court for the:

Southern District of Texas

(State)

Case number (if known): _____

Chapter **11**☐ Check if this is an amended filing**Rider 1****Pending Bankruptcy Cases Filed by the Debtor and Affiliates of the Debtor**

On the date hereof, each of the entities listed below (collectively, the "Debtors") filed a petition in the United States Bankruptcy Court for the Southern District of Texas for relief under chapter 11 of title 11 of the United States Code. The Debtors have moved for joint administration of these cases under the case number assigned to the chapter 11 case of Tailored Brands, Inc.

Tailored Brands, Inc.
JA Apparel Corp.
Jos. A. Bank Clothiers, Inc.
Joseph Abboud Manufacturing Corp.
K&G Men's Company Inc.
Moore's Retail Group Corp.
Moore's The Suit People Corp.
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 Holding Limited
The Joseph A. Bank Mfg. Co., Inc.
The Men's Wearhouse, Inc.
TMW Merchants LLC

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

In re:

JOS. A. BANK CLOTHIERS, INC.,

Debtor.

)
) Chapter 11
)
) Case No. 20-[●] ([●])
)
)
)

LIST OF EQUITY SECURITY HOLDERS¹

Debtor	Equity Holders	Address of Equity Holder	Percentage of Equity Held
Jos. A. Bank Clothiers, Inc.	The Men's Wearhouse, Inc.	6100 Stevenson Boulevard Fremont, California 94538	100%

¹ This list reflects holders of five percent or more of Tailored Brands, Inc.'s common stock. This list serves as the disclosure required to be made by the debtor pursuant to rule 1007 of the Federal Rules of Bankruptcy Procedure. All equity positions listed are as of the date of commencement of the chapter 11 case. By the *Debtors' Emergency Motion for Entry of an Order (I) Authorizing the Debtors to File a Consolidated List of Creditors and a Consolidated List of the 30 Largest Unsecured Creditors, (II) Waiving the Requirement to File a List of Equity Security Holders, (III) Authorizing the Debtors to Redact Certain Personal Identification Information, (IV) Approving the Form and Manner of Notifying Creditors of the Commencement of the Chapter 11 Cases and Other Information, and (V) Granting Related Relief* filed contemporaneously herewith, the debtor is requesting a waiver of the requirement under rule 1007 to file a list of all of its equity security holders.

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

In re:	)	
	)	Chapter 11
JOS. A. BANK CLOTHIERS, INC.,	)	
	)	Case No. 20-[●] ([●])
Debtor.	)	
	)	

CORPORATE OWNERSHIP STATEMENT

Pursuant to rules 1007(a)(1) and 7007.1 of the Federal Rules of Bankruptcy Procedure, the following are corporations, other than a government unit, that directly or indirectly own 10% or more of any class of the debtor's equity interest:

Shareholder	Approximate Percentage of Shares Held
The Men's Wearhouse, Inc.	100%

Fill in this information to identify the case:Debtor name Tailored Brands, Inc., et al.United States Bankruptcy Court for the: Southern District of Texas

Case number (If known): _____ (State)

☐ Check if this is an amended filing**Official Form 204****Chapter 11 or Chapter 9 Cases: List of Creditors Who Have the 30 Largest Unsecured Claims and Are Not Insiders**

12/15

A list of creditors holding the 30 largest unsecured claims must be filed in a Chapter 11 or Chapter 9 case. Include claims which the debtor disputes. Do not include claims by any person or entity who is an *insider*, as defined in 11 U.S.C. § 101(31). Also, do not include claims by secured creditors, unless the unsecured claim resulting from inadequate collateral value places the creditor among the holders of the 30 largest unsecured claims.

	Name of creditor and complete mailing address, including zip code	Name, telephone number and email address of creditor contact	Nature of claim (for example, trade debts, bank loans, professional services, and government contracts)	Indicate if claim is contingent, unliquidated, or disputed	Amount of claim		
					If the claim is fully unsecured, fill in only unsecured claim amount. If claim is partially secured, fill in total claim amount and deduction for value of collateral or setoff to calculate unsecured claim.		
					Total claim, if partially secured	Deduction for value of collateral or setoff [1]	Unsecured Claim
1	BANK OF NEW YORK MELLON TRUST COMPANY, N.A. 601 TRAVIS ST, 16TH FLOOR HOUSTON, TX 77002	CONTACT: LISA MCCANTS PHONE: 713-483-6752 EMAIL: LISA.MCCANTS@BNYMELLON.COM	SENIOR NOTES DUE 2022		\$179,916,000		\$179,916,000
2	ICON INTERNATIONAL INC LOCKBOX SERVICES 1487 DEPT 1487 350 N ORLEANS STREET STE 800 CHICAGO, IL 60654-1529	CONTACT: KATHLEEN CHOMIENNE PHONE: 203-388-1442 EMAIL: KCHOMIENNE@ICONINTERNATIONAL.COM	TRADE DEBTS		\$8,214,000		\$8,214,000
3	PEERLESS CLOTHING INC. 200 INDUSTRIAL PARK RD. SAINT ALBANS, VT 05478-1873	CONTACT: JOHN TIGHE PHONE: 469-500-8839 EMAIL: JOHNT@PEERLESS-CLOTHING.COM	TRADE DEBTS		\$8,115,000		\$8,115,000
4	ADOBE SYSTEMS INC 29322 NETWORK PLACE CHICAGO, IL 60673-1293	CONTACT: JEFFEREY YOUNG PHONE: 385-345-2280 EMAIL: JYOUNG@ADOBE.COM	TRADE DEBTS		\$7,047,000		\$7,047,000
5	WH BUYER, LLC DBA WHP GLOBAL 333 S GRAND AVENUE 28TH FLOOR LOS ANGELES, CA 90071	CONTACT: STEPHEN CONWELL PHONE: 646-518-8499 EMAIL: SCONWELL@WHP-GLOBAL.COM	ROYALTIES		\$5,781,000		\$5,781,000
6	ENGIE INSIGHT 1313 NORTH ATLANTIC, SUITE 5000 SPOKANE, WA 99201-2330	CONTACT: RICHARD COOMBE PHONE: 480-625-5055 EMAIL: RICHARD.COOMBE@ENGIE.COM	TRADE DEBTS		\$4,966,000		\$4,966,000

¹ The Debtors reserve the right to assert setoff and other rights with respect to any of the claims listed herein.

	Name of creditor and complete mailing address, including zip code	Name, telephone number and email address of creditor contact	Nature of claim (for example, trade debts, bank loans, professional services, and government contracts)	Indicate if claim is contingent, unliquidated, or disputed	Amount of claim If the claim is fully unsecured, fill in only unsecured claim amount. If claim is partially secured, fill in total claim amount and deduction for value of collateral or setoff to calculate unsecured claim.		
					Total claim, if partially secured	Deduction for value of collateral or setoff [1]	Unsecured Claim
7	MCKINSEY & COMPANY, INC. 3 WORLD TRADE CENTER 175 GREENWICH STREET NEW YORK, NY 10007	CONTACT: GENERAL COUNSEL OFFICE PHONE: 212-415-5372 EMAIL: KILLIAN_NOLAN@MCKINSEY.COM	PROFESSIONAL SERVICES		\$3,500,000		\$3,500,000
8	DAVID'S BRIDAL, INC. 1001 WASHINGTON ST. ASF MONTHLY INSTALLMENT CONSHOHOCKEN, PA 19428	CONTACT: JIM MARCUM PHONE: 603-455-5650 EMAIL: JMARCUM@DBI.COM	ROYALTIES		\$3,490,000		\$3,490,000
9	FLOW FORMAL ALLIANCE, LLC P.O. BOX 842683 BOSTON, MA 02284-2683	CONTACT: JEFF WEINTRAUB PHONE: 561-504-1846 EMAIL: LJTHEALIEN@AOL.COM	TRADE DEBTS		\$3,203,000		\$3,203,000
10	PRODUCTOS TEXTILES 800 METROS CARRETERA A LA JUTOSA, ZONA LIBRE INHDELVA CHOLOMA CORTEZ, HND	CONTACT: JACOBO KATTAN PHONE: 50499785004 EMAIL: JACOBO.KATTAN@PROTEXSA.HN	TRADE DEBTS		\$2,786,000		\$2,786,000
11	PHILLIPS VAN HEUSEN CORP P.O. BOX 532513 ATLANTA, GA 30353-2513	CONTACT: ANN RALKO PHONE: 908-332-4698 EMAIL: ANN.RALKO@PVH.COM	TRADE DEBTS		\$2,668,000		\$2,668,000
12	VETEMENTS PEERLESS CLOTHING 8888 BOUL PIE 1X MONTREAL, QC H1Z 4J5 CAN	CONTACT: JOHN TIGHE PHONE: 469-500-8839 EMAIL: JOHNT@PEERLESS-CLOTHING.COM	TRADE DEBTS		\$2,224,000		\$2,224,000
13	GOOGLE, INC. DEPT 33654 P.O. BOX 39000 SAN FRANCISCO, CA 94139	CONTACT: RICH JONES PHONE: 650-862-1371 EMAIL: RJONES@GOOGLE.COM	TRADE DEBTS		\$1,841,000		\$1,841,000
14	LAGUNA CLOTHING(MAURITIUS)LTD BOUNDARY ROAD QUATRE BORNES, MUS	CONTACT: ERIC DORCHIES PHONE: 23054233500 EMAIL: EDORCHIES@AQUARELLE-CLOTHING.COM	TRADE DEBTS		\$1,630,000		\$1,630,000
15	TOP GENUINE, LLC PO BOX 50001 PASADENA, CA 91105	CONTACT: RAY TOLLES PHONE: 213-479-3000 EMAIL: RAY.TOLLES@GMAIL.COM	TRADE DEBTS		\$1,567,000		\$1,567,000
16	KENNETH COLE PRODUCTION/ROYALTIES/ADVE RT 400 PLAZA DRIVE SECAUCUS, NJ 07094	CONTACT: KENNETH COLE PHONE: 914-806-2323 EMAIL: KENNETH@KENNETHCOLE.COM	ROYALTIES		\$1,464,000		\$1,464,000
17	CASS INFORMATION SYSTEMS INC. P.O. BOX 17617 ST.LOUIS, MO 63178	CONTACT: DEREK PANO PHONE: 978-323-6567 EMAIL: DAPANO@CASSINFO.COM	TRADE DEBTS		\$1,461,000		\$1,461,000
18	AT&T P.O. BOX 5019 CAROL STREAM, IL 60197-5019	CONTACT: CHARLES KEETON PHONE: 281-797-1882 EMAIL: CK6861@ATT.COM	UTILITY		\$1,361,000		\$1,361,000

	Name of creditor and complete mailing address, including zip code	Name, telephone number and email address of creditor contact	Nature of claim (for example, trade debts, bank loans, professional services, and government contracts)	Indicate if claim is contingent, unliquidated, or disputed	Amount of claim If the claim is fully unsecured, fill in only unsecured claim amount. If claim is partially secured, fill in total claim amount and deduction for value of collateral or setoff to calculate unsecured claim.		
					Total claim, if partially secured	Deduction for value of collateral or setoff [1]	Unsecured Claim
19	PT UNGARAN SARI GARMENTS KUNINGAN CITY (AXA TOWER), 41ST FLOOR JL. PROF. DR.SATRIO JAKARTA, 12940 IND	CONTACT: MANISH VIRMANI PHONE: 628111045222 EMAIL: MANISH.VIRMANI@BUSANAGROUP.COM	TRADE DEBTS		\$1,205,000		\$1,205,000
20	JIANGSU SUNSHINE CO. LTD./ FABRIC WIRE XINQIAO TOWN,UIANGYIN CITY JIANGSU PROVINCE 214426, CHN	CONTACT: LIPING PHONE: 760-224-7532 EMAIL: LIPINGHECN@YAHOO.COM	TRADE DEBTS		\$914,000		\$914,000
21	HCL TECHNOLOGIES LTD 806 SIDDHARTH 96 NEHRU PLACE NEW DEHLI, 110-0119 IND	CONTACT: TRACY DECICCO PHONE: 303-570-3801 EMAIL: TRACY.DECICCO@HCL.COM	TRADE DEBTS		\$875,000		\$875,000
22	STAPLES PO BOX 70242 PHILADELPHIA, PA 19176-0242	PHONE: 877-826-7755	TRADE DEBTS		\$823,000		\$823,000
23	CT CORPORATION PO BOX 4349 CAROL STREAM, IL 60197-4349	CONTACT: BONNUS SMITH PHONE: 713-882-8566 EMAIL: BONNIE.SMITH@WOLTERSKLUWER.COM	TRADE DEBTS		\$812,000		\$812,000
24	FABIAN COUTURE GROUP 205C CHUBB AVENUE LYNDHURST, NJ 07071	CONTACT: ALLAN WEISS PHONE: 201-248-3562 EMAIL: AAJWEISS@AOL.COM	TRADE DEBTS		\$805,000		\$805,000
25	FLORSHEIM SHOE CO. 7734 SOLUTION CENTER CHICAGO, IL 60677-7007	CONTACT: JOHN FLORSHEIM PHONE: 414-908-1889 EMAIL: JFLORSHEIM@WEYCOGROUP.COM	TRADE DEBTS		\$784,000		\$784,000
26	CAULFEILD APPAREL GROUP LTD 1400 WHITEHORSE RD TORONTO, ON M3J3A7 CAN	CONTACT: MARIO TOMEI PHONE: 416-720-5984 EMAIL: MARIOT@CAULFEILD	TRADE DEBTS		\$782,000		\$782,000
27	TRANSPACIFIC INC. C/O TRANSPACIFIC P.O. BOX 75359 CHICAGO, IL 60675-5359	CONTACT: NING ZHOA PHONE: 917-886-9518 EMAIL: NING@MORETTISHOE.COM	TRADE DEBTS		\$776,000		\$776,000
28	MM FASHION AND DESIGN INC 9202 CHARLES SMITH AVENUE RANCHO CUCAMONGA, CA 91730	CONTACT: ANGEL MARTINEZ PHONE: 909-720-8661 EMAIL: ANGEL@MMFASHIONINC.COM	TRADE DEBTS		\$742,000		\$742,000
29	BLDG MANAGEMENT CO., INC. / 7101 417 FIFTH AVENUE, 4TH FLOOR NEW YORK, NY 10016	CONTACT: SARA FONTANET PHONE: 212-624-4337 EMAIL: SFONTANET@BLDG.COM	RENT		\$703,000		\$703,000
30	SITUS ASSET MANAGEMENT, LLC / #220 C/O BTR HAMPSTEAD, LLC SIGNATURE BANK NEWARK, NJ 07101-8084	CONTACT: ANGELA BALDWIN PHONE: 410-844-3906 EMAIL: ABALDWIN@BTRCAPITALGROUP.COM	RENT		\$701,000		\$701,000

JOS. A. BANK CLOTHIERS, INC.

JOINT WRITTEN CONSENT OF DIRECTORS

IN LIEU OF ANNUAL MEETING

Pursuant to Section 141(f) of the General Corporation Law of the State of Delaware, the undersigned, being all of the directors of Jos. A. Bank Clothiers, Inc., a Delaware corporation (the “Company”), and in lieu of the annual meeting of directors, the call and notice of which are hereby expressly waived, do hereby consent to the adoption of and adopt the resolutions set forth on Annex A attached hereto.

This consent may be executed in counterparts, each of which shall be deemed an original, and all of which taken together shall constitute one instrument. A copy of this consent signed and delivered by telecopy, facsimile or other electronic transmission shall be considered an original, executed consent.

IN WITNESS WHEREOF, the undersigned has executed this consent effective as of

August 2, 2020.

DIRECTORS:



Jamie Bragg

Annex A**1. Election of Officers**

NOW, THEREFORE, BE IT RESOLVED, that each of the following persons is hereby elected to the offices of the Company set forth beside his or her name, to serve in accordance with the provisions of the by-laws of the Company and until his or her successor shall have been elected and shall have qualified:

<u>NAME</u>	<u>OFFICE</u>
Dinesh Lathi	President and Chief Executive Officer
Carrie Ask	Chief Customer Officer
Jamie Bragg	Executive Vice President, Chief Supply Chain Officer
Mark Neutze	Executive Vice President, Stores
A. Alexander Rhodes	Executive Vice President and General Counsel
Boris Sherman	Executive Vice President, Chief Technology Officer
Michael Shane Smith	Executive Vice President, Chief Human Resources Officer
Carolyn Pollock	Senior Vice President, Chief Marketing Officer, Tailored Brands
Matt Repicky	Senior Vice President, Chief Marketing Officer, Jos. A. Bank
Catherine Spicer	Senior Vice President, Deputy General Counsel – Employment, Litigation and Contracts
Scott Wiltsey	Senior Vice President, Chief Planner
Aidan Arney	Vice President, Corporate Tax
Joseph Foley	Vice President, Real Estate
Francisco Fuentes	Vice President, Risk Management
Gunther Grumm	Vice President, HR – Stores & Supply Chain
Kim McIntosh	Vice President, Corporate Controller
Suzanne Scott	Vice President, Ecommerce
Laura Ann Smith	Vice President, Assistant General Counsel - Corporate and Securities Law and Secretary
John Vazquez	Vice President, Chief Accounting Officer and Treasurer

2. Restructuring Support Agreement

WHEREAS, the board of directors (the “Governing Body”) of Jos. A. Bank Clothiers, Inc. (the “Company”) has reviewed and considered (i) the recommendation by the Board of Directors of Tailored Brands, Inc. (the “Board”) and the authorized officers and representatives of Tailored Brands, Inc. (“Management”) that the Company enter into that certain restructuring support agreement (in such form as authorized and executed by any Authorized Officer (as defined below), with such authorization as evidenced by the execution and delivery by any such Authorized Signatory, the “Restructuring Support Agreement”), (ii) the presentations by the Advisors regarding the liabilities and liquidity of the Company, the strategic alternatives available to the Company, and the impact of the foregoing on the Company’s business, (iii) the information and advice previously provided to and reviewed by the Governing Body, the Board, and Management, and (iv) the related matters reported on at meetings of the Governing Body and the Board;

WHEREAS, the Governing Body has had the opportunity to consult with Management and the Board and the financial, restructuring, and legal advisors described in Section 4 herein (collectively, the “Advisors”) and fully consider each of the strategic alternatives available to the Company;

WHEREAS, Management is continuing to negotiate the Restructuring Support Agreement with the Company’s stakeholders, with the terms of such Restructuring Support Agreement to be substantially consistent with the terms set forth in the presentations by Management; and

WHEREAS, the Restructuring Support Agreement provides that it can be terminated if the Governing Body determines, after consulting with counsel, that proceeding with any of the restructuring transactions contemplated by the Restructuring Support Agreement would be inconsistent with applicable law or the Governing Body’s fiduciary duties.

NOW, THEREFORE, BE IT RESOLVED, that it is desirable and in the best interests the Company, its stakeholders, its creditors, and other parties in interest, to enter into the Restructuring Support Agreement, and that the Company’s performance of its obligations under the Restructuring Support Agreement, and all other exhibits, schedules, attachments, and ancillary documents or agreements related thereto, hereby is, in all respects, authorized and approved;

FURTHER RESOLVED, that Management is hereby authorized and directed to take all actions necessary or advisable to negotiate and finalize the Restructuring Support Agreement and, subject to receiving sufficient consents from the Consenting Term Loan Lenders (as defined in the Restructuring Support Agreement), enter into and perform under the Restructuring Support Agreement, and the restructuring contemplated thereunder; and

FURTHER RESOLVED, that the officers of the Company, including but not limited to the President and Chief Executive Officer, any Vice President, the Treasurer, the Secretary or any Assistant Secretary of the Company and any other person designated by the Governing Body (collectively, the “Authorized Officers”) shall be, and each of them individually hereby is, authorized for and on behalf of the Company to take all actions (including, without limitation, to

negotiate and execute any agreements, documents, certificates, supplemental agreements and instruments) necessary or advisable to finalize the Restructuring Support Agreement and, subject to receiving sufficient consents from the Consenting Term Loan Lenders (as defined in the Restructuring Support Agreement), to enter into the Restructuring Support Agreement, and to perform all the transactions contemplated thereby, that in the judgment of the applicable Authorized Officers, are necessary or appropriate to effectuate and carry out the purposes and intent of the foregoing resolutions (such determination to be conclusively evidenced by the taking of such action or execution thereof).

3. Chapter 11 Filing

WHEREAS, the Governing Body has considered certain materials presented by Management and the Advisors, including, but not limited to, materials regarding the liabilities and obligations of the Company, its liquidity, strategic alternatives available to it, and the effect of the foregoing on the Company's business, and has had adequate opportunity to consult such persons regarding the materials presented, obtain additional information, and to fully consider each of the strategic alternatives available to the Company; and

WHEREAS, the Governing Body has had the opportunity to consult with Management, the Board, and the Advisors and consider each of the strategic alternatives available to the Company.

NOW, THEREFORE, BE IT RESOLVED, that in the judgment of the Governing Body, it is desirable and in the best interests of the Company, its creditors, and other parties in interest, that the Company shall be, and hereby is, authorized to file, or cause to be filed, a voluntary petition for relief (such voluntary petition, and the voluntary petitions to be filed by the Company's affiliates, collectively, the "Chapter 11 Cases") under the provisions of chapter 11 of title 11 of the United States Code (the "Bankruptcy Code") in the United States Bankruptcy Court for the Southern District of Texas (the "Bankruptcy Court") and any other petition for relief or recognition or other order that may be desirable under applicable law; and

FURTHER RESOLVED, that the Authorized Officers, acting alone or with one or more other Authorized Officers of the Company be, and each of them hereby is authorized, empowered, and directed to execute and file on behalf of the Company all petitions, schedules, lists, and other motions, objections, replies, applications, papers, or documents as necessary or advisable to commence the Chapter 11 Cases and obtain chapter 11 relief, and to take any and all actions that they deem necessary or proper to obtain such relief, including, without limitation, any action necessary to maintain the ordinary course operation of the Company's business.

4. Senior Secured Super-Priority Debtor-In-Possession Credit Agreement

WHEREAS, TAILORED BRANDS, INC., a Texas corporation, THE MEN'S WEARHOUSE, INC., a Texas corporation, as debtor and debtor-in-possession, each of the other U.S. Subsidiary Borrowers from time to time party thereto (each of the foregoing, individually, as a "U.S. Borrower" and, collectively, as the "U.S. Borrowers"), MOORES THE SUIT PEOPLE CORP., a Nova Scotia unlimited liability company (the "Canadian Borrower" and, together with

the U.S. Borrowers, the "Borrowers"), the Canadian Guarantors from time to time party thereto, the Lenders from time to time party thereto, JPMORGAN CHASE BANK, N.A., as Administrative Agent ("U.S. Agent"), and JPMORGAN CHASE BANK, N.A. TORONTO BRANCH, as Canadian Administrative Agent ("Canadian Agent"; together with the U.S. Agent, the "Agents"), propose to enter into that certain SENIOR SECURED SUPER-PRIORITY DEBTOR-IN-POSSESSION CREDIT AGREEMENT dated as of the date hereof (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "DIP Credit Agreement");

WHEREAS, the obligation of the Lenders to make Loans to the Borrowers under the DIP Credit Agreement is subject to the Company having satisfied certain conditions described in the DIP Credit Agreement and the other Loan Documents (as defined below) to which it is a party;

WHEREAS, the DIP Credit Agreement requires the Company to guaranty and to grant a security interest to secure the obligations under the Loan Documents; and

WHEREAS, the Company will obtain benefits from the Loans made to the Borrowers under the DIP Credit Agreement.

NOW, THEREFORE, BE IT RESOLVED, that the form, terms and provisions of each of the instruments and documents listed below (collectively, the "Loan Documents"), substantially in the form received by the undersigned and the Company's execution, delivery and performance of its obligations under the Loan Documents, including without limitation the grant of security interests under the Loan Documents, and, any borrowings or guaranty therewith, be, and hereby are, in all respects, approved:

- a) any promissory note executed by the Companies in connection with the DIP Credit Agreement;
- b) any fee letter in connection with the DIP Credit Agreement;
- c) any Collateral Document in connection with the DIP Credit Agreement;
- d) any intellectual property security agreement in connection with the DIP Credit Agreement;
- e) the Interim Order;
- f) the Final Order;
- g) the Intercreditor Agreement;
- h) the Intercompany Subordination Agreement;
- i) the Intercreditor Acknowledgement;
- j) any commitment letter in connection with the DIP Credit Agreement;

- k) any guarantee in connection with the DIP Credit Agreement;
- l) any assignment documents, security agreements, notices, financing statements, tax affidavits, and other instruments as the Agents and/or the Lenders may reasonably request or as may be necessary or appropriate to create, preserve and perfect the Liens of Agents and/or the Lenders required pursuant to the Loan Documents to be created in the Collateral;
- m) agreements with third parties (including, without limitation, bank agency agreements, lockbox agreements, cash management agreements, hedge agreements, control agreements, landlord agreements, Collateral Access Agreements, bailee letters, and warehouse letters) relating to the Collateral; and
- n) such other Loan Documents (as defined in the DIP Credit Agreement), agreements, documents, Orders, pledges, powers of attorney, instruments, letters of credit, acknowledgements, statements, paper, certificates and other documents and instruments, including any interest rate swaps, caps, collars or similar hedging agreement and any financing statements (or amendments thereto) that may be contemplated by, or as may be required by or executed in connection with any of the Loan Documents.

FURTHER RESOLVED, that the Authorized Officers, acting alone or with one or more other Authorized Officers be, and hereby is, authorized and empowered to execute and deliver, and perform all of the obligations and the transactions contemplated under each of the Loan Documents in the name and on behalf of the Company, with such changes therein as shall be approved by the Authorized Officer executing the same, with such execution by said Authorized Officer to constitute conclusive evidence of his or her approval of the terms thereof, including any departures therein from the form presented to the Governing Body;

FURTHER RESOLVED, that any person dealing with an Authorized Officer may conclusively rely upon the authority of such Authorized Officer by the execution of a document or agreement;

FURTHER RESOLVED, that the Company will obtain benefits from the loans made to the Company under the DIP Credit Agreement and the other Loan Documents which are necessary and convenient to the conduct, promotion and attainment of the business of the Company;

FURTHER RESOLVED, that the incurrence by the Company of the borrowings and obligations under the Loan Documents is hereby authorized and approved in all respects and the transactions contemplated by the Loan Documents are approved in all respects;

FURTHER RESOLVED, that each of the Authorized Officers be, and hereby is, authorized and empowered to take all actions or to not take any action in the name of the Company with respect to the transactions contemplated by these resolutions as the sole shareholder or sole member, of each direct or indirect subsidiary of the Company, if any, whether existing now or in the future, in each case, as such Authorized Officer shall deem necessary or desirable in such Authorized Officer's reasonable business judgment, including without limitation the authorization of resolutions and agreements necessary to authorize the execution, delivery and performance

pursuant to the DIP Credit Agreement or any of the Loan Documents (including certificates, affidavits, financing statements, notices, reaffirmations and amendments and restatements thereof or relating thereto) as may be necessary or convenient to effectuate the purposes of the transactions contemplated herein;

FURTHER RESOLVED, that the Company be and it hereby is, authorized and directed to grant the Liens and security interests with respect to all or substantially all of its assets contemplated and as and when required by the Collateral Documents and the other Loan Documents in favor of the Agents and/or the Lenders to secure the Obligations (and any renewals, increases, extension for any period of rearrangement thereof) and to provide the guarantees contemplated in the Loan Documents;

FURTHER RESOLVED, that the Agents are authorized to file or record financing statements and other filing or recording documents or instruments with respect to the Collateral without the signature of the Company in such form and substance and in such offices as the Agents determine appropriate to continue to perfect the security interests of the Agents for the benefit of the Lenders under the DIP Credit Agreement and the other Loan Documents, as appropriate, and the Agents are authorized to use the collateral description "all or substantially all personal property assets of the Debtor, whether now existing or hereafter arising" or any similar description in any such financing statements;

FURTHER RESOLVED, that the Company be, and hereby is, authorized to guaranty the payment in full and performance of all Obligations, to the extent applicable, of its direct or indirect subsidiaries;

FURTHER RESOLVED, that any specific resolutions that may be required to have been adopted by the Company in connection with the actions contemplated by the foregoing resolutions be, and they hereby are, adopted, and the Authorized Officers of the Company be, and each of them acting alone hereby is authorized to certify as to the adoption of any and all such resolutions and attach such resolutions hereto;

FURTHER RESOLVED, that the omission from these resolutions of any agreement, document or other arrangement contemplated by any of the agreements, documents or instruments described in the foregoing resolutions or any action to be taken in accordance with any requirement of any of the agreements, documents, or instruments described in the foregoing resolutions shall in no manner derogate from the authority of the Authorized Officers, or any officer of the Company acting at their direction, to take all actions necessary, desirable, advisable or appropriate to consummate, effectuate carry out or further the transactions contemplated by, and the intent and purposes of, the foregoing resolutions;

FURTHER RESOLVED, that each of the Authorized Officers be, and hereby is, authorized and empowered to take all such further actions including, without limitation, to pay all fees, (including without limitation, the fees under the Fee Letters and expenses in accordance with the terms of the Loan Documents), to arrange for and enter into supplemental agreements, instruments, amendments, amendment and restatements, modifications, renewals, replacements, consolidations, substitutions, extensions, certificates or documents relating to the transactions contemplated by any of the Loan Documents and to execute and deliver all such supplemental

agreements, instruments, amendments, amendment and restatements, modifications, renewals, replacements, consolidations, substitutions, extensions, certificates or documents in the name and on behalf of the Company, which shall in their sole judgment be necessary, proper or advisable in order to perform the Company's obligations under or in connection with any of the Loan Documents and the transactions contemplated therein, and to carry out fully the intent of the foregoing resolution. The performance of any such further act and the execution of any such document or instrument by any of the aforesaid Authorized Officers of the Company pursuant to these resolutions shall be conclusive evidence that the same have been authorized and approved by the Company in every respect;

FURTHER RESOLVED, that all acts and actions taken by any Authorized Officer prior to the date hereof with respect to the transactions contemplated by the Loan Documents (as defined in the DIP Credit Agreement), and any and all agreements, instruments, certificates or documents heretofore executed be, and hereby are, in all respects confirmed, approved and ratified; and

FURTHER RESOLVED, that all initially capitalized terms used in the resolutions under the caption "SENIOR SECURED SUPER-PRIORITY DEBTOR-IN-POSSESSION CREDIT AGREEMENT" and otherwise without definition shall have the meanings ascribed to them in the DIP Credit Agreement.

5. Retention of Professionals

NOW, THEREFORE, BE IT RESOLVED that each of the Authorized Officers be, and they hereby are, authorized and directed to employ the following professionals on behalf of the Company: (i) the law firm of Kirkland & Ellis LLP and Kirkland & Ellis International LLP, as general bankruptcy counsel, (ii) the law firm of Jackson Walker L.L.P., as co-bankruptcy counsel, (iii) the law firm of Stikeman Elliot LLP, as co-bankruptcy counsel, (iv) the law firm of Mourant Ozannes, as co-bankruptcy counsel, (v) PJT Partners LP, as financial advisor, (vi) AlixPartners, LLP, as restructuring advisor, (vii) Prime Clerk LLC, as notice and claims agent, (viii) A&G Realty Partners, LLC, as a real estate consultant and advisor, and (ix) any other legal counsels, accountants, financial advisors, restructuring advisors or other professionals the Authorized Officers deem necessary, appropriate or advisable; each to represent and assist the Company in carrying out its duties and responsibilities and exercising its rights under the Bankruptcy Code and applicable law (including, but not limited to, the law firms filing any pleadings and responses); and in connection therewith, each of the Authorized Officers be, and hereby is authorized, empowered and directed, in accordance with the terms and conditions hereof, to execute appropriate retention agreements and to cause to be filed appropriate applications for authority to reach such services; and

FURTHER RESOLVED, that all acts and deeds previously performed by any of the officers of the Authorized Officers, as may be applicable, prior to the adoption of the foregoing recitals and resolutions that are within the authority conferred by the foregoing recitals and resolutions, are hereby ratified, confirmed and approved in all respects as the authorized acts and deeds of the Authorized Officers, as the case may be.

6. General

NOW, THEREFORE, BE IT RESOLVED, that in addition to the specific authorizations heretofore conferred upon the Authorized Officers, each of the Authorized Officers (and their designees and delegates) be, and they hereby are, authorized and empowered, in the name of and on behalf of the Company, to take or cause to be taken any and all such other and further action to: execute, acknowledge, deliver, and file any and all such agreements, certificates, instruments, and other documents; and pay all expenses, including but not limited to filing fees, in each case as in such officer's or officers' judgment, shall be necessary, advisable, or desirable to fully carry out the intent and accomplish the purposes of the resolutions adopted herein;

FURTHER RESOLVED, that the Governing Body has received sufficient notice of the actions and transactions relating to the matters contemplated by the foregoing resolutions, as may be required by the organizational documents of the Company, or hereby waive any right to have received such notice;

FURTHER RESOLVED, that all acts, actions and transactions relating to the matters contemplated by the foregoing resolutions done in the name of and on behalf of the Company, which acts would have been approved by the foregoing resolutions except that such acts were taken before the adoption of these resolutions, are hereby in all respects approved and ratified as the true acts and deeds of the Company with the same force and effect as if each such act, transaction, agreement or certificate has been specifically authorized in advance by resolution of the Governing Body; and

FURTHER RESOLVED, that each of the Authorized Officers (and their designees and delegates) be and hereby is authorized and empowered to take all actions or to not take any action in the name of the Company with respect to the transactions contemplated by these resolutions hereunder, as such Authorized Officers shall deem necessary or desirable in such Authorized Officer's reasonable judgment as may be necessary or convenient to effectuate the purposes of the transactions contemplated herein.

Fill in this information to identify the case and this filing:	
Debtor Name	Jos. A. Bank Clothiers, Inc.
United States Bankruptcy Court for the:	Southern District of Texas
Case number (If known):	(State)

Official Form 202**Declaration Under Penalty of Perjury for Non-Individual Debtors**

12/15

An individual who is authorized to act on behalf of a non-individual debtor, such as a corporation or partnership, must sign and submit this form for the schedules of assets and liabilities, any other document that requires a declaration that is not included in the document, and any amendments of those documents. This form must state the individual's position or relationship to the debtor, the identity of the document, and the date. Bankruptcy Rules 1008 and 9011.

WARNING -- Bankruptcy fraud is a serious crime. Making a false statement, concealing property, or obtaining money or property by fraud in connection with a bankruptcy case can result in fines up to \$500,000 or imprisonment for up to 20 years, or both. 18 U.S.C. §§ 152, 1341, 1519, and 3571.

Declaration and signature

I am the president, another officer, or an authorized agent of the corporation; a member or an authorized agent of the partnership; or another individual serving as a representative of the debtor in this case.

I have examined the information in the documents checked below and I have a reasonable belief that the information is true and correct:

- ☐ *Schedule A/B: Assets-Real and Personal Property (Official Form 206A/B)*
- ☐ *Schedule D: Creditors Who Have Claims Secured by Property (Official Form 206D)*
- ☐ *Schedule E/F: Creditors Who Have Unsecured Claims (Official Form 206E/F)*
- ☐ *Schedule G: Executory Contracts and Unexpired Leases (Official Form 206G)*
- ☐ *Schedule H: Codebtors (Official Form 206H)*
- ☐ *Summary of Assets and Liabilities for Non-Individuals (Official Form 206Sum)*
- ☐ *Amended Schedule*
- ☒ *Chapter 11 or Chapter 9 Cases: List of Creditors Who Have the 30 Largest Unsecured Claims and Are Not Insiders (Official Form 204)*
- ☒ Other document that requires a declaration **List of Equity Security Holders and Corporate Ownership Statement**

I declare under penalty of perjury that the foregoing is true and correct.

Executed on

08/02/2020
MM/ DD/YYYY

☒ /s/ Holly Etlin

Signature of individual signing on behalf of debtor

Holly Etlin
Printed name

Chief Restructuring Officer
Position or relationship to debtor

TAB C

Voluntary Petition of Joseph Abboud Manufacturing Corp.

Fill in this information to identify the case:

United States Bankruptcy Court for the:

Southern District of Texas

(State)

Case number (if known):

Chapter

11☐ Check if this is an amended filing**Official Form 201****Voluntary Petition for Non-Individuals Filing for Bankruptcy**

04/20

If more space is needed, attach a separate sheet to this form. On the top of any additional pages, write the debtor's name and the case number (if known). For more information, a separate document, *Instructions for Bankruptcy Forms for Non-Individuals*, is available.

1. Debtor's Name Joseph Abboud Manufacturing Corp.

2. All other names debtor used in the last 8 years _____

Include any assumed names, trade names, and *doing business as* names

3. Debtor's federal Employer Identification Number (EIN) 13-3413757

4. Debtor's address

Principal place of business	Mailing address, if different from principal place of business
------------------------------------	---

6100 Stevenson Boulevard

Number Street

Number Street

P.O. Box

Fremont, California 94538

City State Zip Code

City State Zip Code

Location of principal assets, if different from principal place of business

Alameda County

County

Number Street

City State Zip Code

5. Debtor's website (URL) https://www.tailoredbrands.com/

6. Type of debtor

☒ Corporation (including Limited Liability Company (LLC) and Limited Liability Partnership (LLP))

☐ Partnership (excluding LLP)

☐ Other. Specify: _____

Debtor Joseph Abboud Manufacturing Corp.
Name

Case number (if known) _____

7. Describe debtor's business*A. Check One:*

- ☐ Health Care Business (as defined in 11 U.S.C. § 101(27A))
- ☐ Single Asset Real Estate (as defined in 11 U.S.C. § 101(51B))
- ☐ Railroad (as defined in 11 U.S.C. § 101(44))
- ☐ Stockbroker (as defined in 11 U.S.C. § 101(53A))
- ☐ Commodity Broker (as defined in 11 U.S.C. § 101(6))
- ☐ Clearing Bank (as defined in 11 U.S.C. § 781(3))
- ☒ None of the above

B. Check all that apply:

- ☐ Tax-exempt entity (as described in 26 U.S.C. § 501)
- ☐ Investment company, including hedge fund or pooled investment vehicle (as defined in 15 U.S.C. § 80a-3)
- ☐ Investment advisor (as defined in 15 U.S.C. § 80b-2(a)(11))

C. NAICS (North American Industry Classification System) 4-digit code that best describes debtor. See <http://www.uscourts.gov/four-digit-national-association-naics-codes> .
4481 (Clothing Stores)

8. Under which chapter of the Bankruptcy Code is the debtor filing?*Check One:*

- ☐ Chapter 7
- ☐ Chapter 9
- ☒ Chapter 11. *Check all that apply:*

A debtor who is a "small business debtor" must check the first sub-box. A debtor as defined in § 1182(1) who elects to proceed under subchapter V of chapter 11 (whether or not the debtor is a "small business debtor") must check the second sub-box.

- ☐ The debtor is a small business debtor as defined in 11 U.S.C. § 101(51D), and its aggregate noncontingent liquidated debts (excluding debts owed to insiders or affiliates) are less than \$2,725,625. If this sub-box is selected, attach the most recent balance sheet, statement of operations, cash-flow statement, and federal income tax return or if any of these documents do not exist, follow the procedure in 11 U.S.C. § 1116(1)(B).
- ☐ The debtor is a debtor as defined in 11 U.S.C. § 1182(1). Its aggregate noncontingent liquidated debts (excluding debts owed to insiders or affiliates) are less than \$7,500,000 **and it chooses to proceed under Subchapter V of Chapter 11.** If this sub-box is selected, attach the most recent balance sheet, statement of operations, cash-flow statement, and federal income tax return or if any of these documents do not exist, follow the procedure in 11 U.S.C. § 1116(1)(B).
- ☐ A plan is being filed with this petition.
- ☐ Acceptances of the plan were solicited prepetition from one or more classes of creditors, in accordance with 11 U.S.C. § 1126(b).
- ☒ The debtor is required to file periodic reports (for example, 10K and 10Q) with the Securities and Exchange Commission according to § 13 or 15(d) of the Securities Exchange Act of 1934. File the *Attachment to Voluntary Petition for Non-Individuals Filing for Bankruptcy under Chapter 11* (Official Form 201A) with this form.
- ☐ The debtor is a shell company as defined in the Securities Exchange Act of 1934 Rule 12b-2.

☐ Chapter 12**9. Were prior bankruptcy cases filed by or against the debtor within the last 8 years?**

☒ No District _____ When _____ Case number _____

☐ Yes. District _____ When _____ Case number _____

Debtor Joseph Abboud Manufacturing Corp.
Name

Case number (if known) _____

10. Are any bankruptcy cases pending or being filed by a business partner or an affiliate of the debtor?☐ No☒ Yes.

Debtor

See Rider 1

Relationship

Affiliate

List all cases. If more than 1, attach a separate list.

District

Southern District of Texas

When

08/02/2020

MM / DD / YYYY

Case number, if known _____

11. Why is the case filed in this district?*Check all that apply:*☐

Debtor has had its domicile, principal place of business, or principal assets in this district for 180 days immediately preceding the date of this petition or for a longer part of such 180 days than in any other district.

☒

A bankruptcy case concerning debtor's affiliate, general partner, or partnership is pending in this district.

12. Does the debtor own or have possession of any real property or personal property that needs immediate attention?☒ No.☐ Yes. Answer below for each property that needs immediate attention. Attach additional sheets if needed.**Why does the property need immediate attention? (Check all that apply.)**☐

It poses or is alleged to pose a threat of imminent and identifiable hazard to public health or safety.

What is the hazard?

☐

It needs to be physically secured or protected from the weather.

☐

It includes perishable goods or assets that could quickly deteriorate or lose value without attention (for example, livestock, seasonal goods, meat, dairy, produce, or securities-related assets or other options).

☐

Other

Where is the property?

Number

Street

City

State

Zip Code

Is the property insured?☐ No☐ Yes.

Insurance agency

Contact name

Phone

Statistical and administrative information**13. Debtor's estimation of available funds***Check one:*☒

Funds will be available for distribution to unsecured creditors.

☐

After any administrative expenses are paid, no funds will be available for distribution to unsecured creditors.

14. Estimated number of creditors¹☐

1-49

☐

1,000-5,000

☒

25,001-50,000

☐

50-99

☐

5,001-10,000

☐

50,001-100,000

☐

100-199

☐

10,001-25,000

☐

More than 100,000

☐

200-999

¹ The Debtors' estimated assets, liabilities, and number of creditors noted here are provided on a consolidated basis.

Debtor Joseph Abboud Manufacturing Corp.
Name

Case number (if known) _____

15. Estimated assets

☐ \$0-\$50,000	☐ \$1,000,001-\$10 million	☐ \$500,000,001-\$1 billion
☐ \$50,001-\$100,000	☐ \$10,000,001-\$50 million	☒ \$1,000,000,001-\$10 billion
☐ \$100,001-\$500,000	☐ \$50,000,001-\$100 million	☐ \$10,000,000,001-\$50 billion
☐ \$500,001-\$1 million	☐ \$100,000,001-\$500 million	☐ More than \$50 billion

16. Estimated liabilities

☐ \$0-\$50,000	☐ \$1,000,001-\$10 million	☐ \$500,000,001-\$1 billion
☐ \$50,001-\$100,000	☐ \$10,000,001-\$50 million	☒ \$1,000,000,001-\$10 billion
☐ \$100,001-\$500,000	☐ \$50,000,001-\$100 million	☐ \$10,000,000,001-\$50 billion
☐ \$500,001-\$1 million	☐ \$100,000,001-\$500 million	☐ More than \$50 billion

Request for Relief, Declaration, and Signatures

WARNING -- Bankruptcy fraud is a serious crime. Making a false statement in connection with a bankruptcy case can result in fines up to \$500,000 or imprisonment for up to 20 years, or both. 18 U.S.C. §§ 152, 1341, 1519, and 3571.

17. Declaration and signature of authorized representative of debtor

The debtor requests relief in accordance with the chapter of title 11, United States Code, specified in this petition.

I have been authorized to file this petition on behalf of the debtor.

I have examined the information in this petition 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 08/02/2020
MM/ DD / YYYY

X/s/ Holly EtlinHolly Etlin

Signature of authorized representative of debtor

Printed name

Title Chief Restructuring Officer**18. Signature of attorney****X**/s/ Matthew D. Cavanaugh

Date

08/02/2020

Signature of attorney for debtor

MM/ DD/YYYY

Matthew D. Cavanaugh

Printed name

Jackson Walker L.L.P.

Firm name

1401 McKinney Street, Suite 1900

Number

Street

Houston

City

Texas

State

77010

ZIP Code

(713) 752-4200

Contact phone

mcavanaugh@jw.com

Email address

24062656

Bar number

Texas

State

Fill in this information to identify the case:

United States Bankruptcy Court for the:

Southern District of Texas

(State)

Case number (if known): _____

Chapter **11**☐ Check if this is an amended filing**Rider 1****Pending Bankruptcy Cases Filed by the Debtor and Affiliates of the Debtor**

On the date hereof, each of the entities listed below (collectively, the "Debtors") filed a petition in the United States Bankruptcy Court for the Southern District of Texas for relief under chapter 11 of title 11 of the United States Code. The Debtors have moved for joint administration of these cases under the case number assigned to the chapter 11 case of Tailored Brands, Inc.

Tailored Brands, Inc.
JA Apparel Corp.
Jos. A. Bank Clothiers, Inc.
Joseph Abboud Manufacturing Corp.
K&G Men's Company Inc.
Moore's Retail Group Corp.
Moore's The Suit People Corp.
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 Holding Limited
The Joseph A. Bank Mfg. Co., Inc.
The Men's Wearhouse, Inc.
TMW Merchants LLC

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

In re:

JOSEPH ABOUD MANUFACTURING CORP.,

Debtor.

)
) Chapter 11
)
) Case No. 20-[●] ([●])
)
)
)

LIST OF EQUITY SECURITY HOLDERS¹

Debtor	Equity Holders	Address of Equity Holder	Percentage of Equity Held
Joseph Abboud Manufacturing Corp.	JA Apparel Corp.	6100 Stevenson Boulevard Fremont, California 94538	100%

¹ This list reflects holders of five percent or more of Tailored Brands, Inc.'s common stock. This list serves as the disclosure required to be made by the debtor pursuant to rule 1007 of the Federal Rules of Bankruptcy Procedure. All equity positions listed are as of the date of commencement of the chapter 11 case. By the *Debtors' Emergency Motion for Entry of an Order (I) Authorizing the Debtors to File a Consolidated List of Creditors and a Consolidated List of the 30 Largest Unsecured Creditors, (II) Waiving the Requirement to File a List of Equity Security Holders, (III) Authorizing the Debtors to Redact Certain Personal Identification Information, (IV) Approving the Form and Manner of Notifying Creditors of the Commencement of the Chapter 11 Cases and Other Information, and (V) Granting Related Relief* filed contemporaneously herewith, the debtor is requesting a waiver of the requirement under rule 1007 to file a list of all of its equity security holders.

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

In re: JOSEPH ABOUD MANUFACTURING CORP., Debtor.	)))))))	Chapter 11 Case No. 20-[●] ([●])
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CORPORATE OWNERSHIP STATEMENT

Pursuant to rules 1007(a)(1) and 7007.1 of the Federal Rules of Bankruptcy Procedure, the following are corporations, other than a government unit, that directly or indirectly own 10% or more of any class of the debtor's equity interest:

Shareholder	Approximate Percentage of Shares Held
JA Apparel Corp.	100%

Fill in this information to identify the case:Debtor name Tailored Brands, Inc., et al.United States Bankruptcy Court for the: Southern District of Texas

Case number (If known): _____ (State)

☐ Check if this is an amended filing**Official Form 204****Chapter 11 or Chapter 9 Cases: List of Creditors Who Have the 30 Largest Unsecured Claims and Are Not Insiders**

12/15

A list of creditors holding the 30 largest unsecured claims must be filed in a Chapter 11 or Chapter 9 case. Include claims which the debtor disputes. Do not include claims by any person or entity who is an *insider*, as defined in 11 U.S.C. § 101(31). Also, do not include claims by secured creditors, unless the unsecured claim resulting from inadequate collateral value places the creditor among the holders of the 30 largest unsecured claims.

	Name of creditor and complete mailing address, including zip code	Name, telephone number and email address of creditor contact	Nature of claim (for example, trade debts, bank loans, professional services, and government contracts)	Indicate if claim is contingent, unliquidated, or disputed	Amount of claim		
					If the claim is fully unsecured, fill in only unsecured claim amount. If claim is partially secured, fill in total claim amount and deduction for value of collateral or setoff to calculate unsecured claim.		
					Total claim, if partially secured	Deduction for value of collateral or setoff [1]	Unsecured Claim
1	BANK OF NEW YORK MELLON TRUST COMPANY, N.A. 601 TRAVIS ST, 16TH FLOOR HOUSTON, TX 77002	CONTACT: LISA MCCANTS PHONE: 713-483-6752 EMAIL: LISA.MCCANTS@BNYMELLON.COM	SENIOR NOTES DUE 2022		\$179,916,000		\$179,916,000
2	ICON INTERNATIONAL INC LOCKBOX SERVICES 1487 DEPT 1487 350 N ORLEANS STREET STE 800 CHICAGO, IL 60654-1529	CONTACT: KATHLEEN CHOMIENNE PHONE: 203-388-1442 EMAIL: KCHOMIENNE@ICONINTERNATIONAL.COM	TRADE DEBTS		\$8,214,000		\$8,214,000
3	PEERLESS CLOTHING INC. 200 INDUSTRIAL PARK RD. SAINT ALBANS, VT 05478-1873	CONTACT: JOHN TIGHE PHONE: 469-500-8839 EMAIL: JOHNT@PEERLESS-CLOTHING.COM	TRADE DEBTS		\$8,115,000		\$8,115,000
4	ADOBE SYSTEMS INC 29322 NETWORK PLACE CHICAGO, IL 60673-1293	CONTACT: JEFFEREY YOUNG PHONE: 385-345-2280 EMAIL: JYOUNG@ADOBE.COM	TRADE DEBTS		\$7,047,000		\$7,047,000
5	WH BUYER, LLC DBA WHP GLOBAL 333 S GRAND AVENUE 28TH FLOOR LOS ANGELES, CA 90071	CONTACT: STEPHEN CONWELL PHONE: 646-518-8499 EMAIL: SCONWELL@WHP-GLOBAL.COM	ROYALTIES		\$5,781,000		\$5,781,000
6	ENGIE INSIGHT 1313 NORTH ATLANTIC, SUITE 5000 SPOKANE, WA 99201-2330	CONTACT: RICHARD COOMBE PHONE: 480-625-5055 EMAIL: RICHARD.COOMBE@ENGIE.COM	TRADE DEBTS		\$4,966,000		\$4,966,000

¹ The Debtors reserve the right to assert setoff and other rights with respect to any of the claims listed herein.

	Name of creditor and complete mailing address, including zip code	Name, telephone number and email address of creditor contact	Nature of claim (for example, trade debts, bank loans, professional services, and government contracts)	Indicate if claim is contingent, unliquidated, or disputed	Amount of claim If the claim is fully unsecured, fill in only unsecured claim amount. If claim is partially secured, fill in total claim amount and deduction for value of collateral or setoff to calculate unsecured claim.		
					Total claim, if partially secured	Deduction for value of collateral or setoff [1]	Unsecured Claim
7	MCKINSEY & COMPANY, INC. 3 WORLD TRADE CENTER 175 GREENWICH STREET NEW YORK, NY 10007	CONTACT: GENERAL COUNSEL OFFICE PHONE: 212-415-5372 EMAIL: KILLIAN_NOLAN@MCKINSEY.COM	PROFESSIONAL SERVICES		\$3,500,000		\$3,500,000
8	DAVID'S BRIDAL, INC. 1001 WASHINGTON ST. ASF MONTHLY INSTALLMENT CONSHOHOCKEN, PA 19428	CONTACT: JIM MARCUM PHONE: 603-455-5650 EMAIL: JMARCUM@DBI.COM	ROYALTIES		\$3,490,000		\$3,490,000
9	FLOW FORMAL ALLIANCE, LLC P.O. BOX 842683 BOSTON, MA 02284-2683	CONTACT: JEFF WEINTRAUB PHONE: 561-504-1846 EMAIL: LJTHEALIEN@AOL.COM	TRADE DEBTS		\$3,203,000		\$3,203,000
10	PRODUCTOS TEXTILES 800 METROS CARRETERA A LA JUTOSA, ZONA LIBRE INHDELVA CHOLOMA CORTEZ, HND	CONTACT: JACOBO KATTAN PHONE: 50499785004 EMAIL: JACOBO.KATTAN@PROTEXSA.HN	TRADE DEBTS		\$2,786,000		\$2,786,000
11	PHILLIPS VAN HEUSEN CORP P.O. BOX 532513 ATLANTA, GA 30353-2513	CONTACT: ANN RALKO PHONE: 908-332-4698 EMAIL: ANN.RALKO@PVH.COM	TRADE DEBTS		\$2,668,000		\$2,668,000
12	VETEMENTS PEERLESS CLOTHING 8888 BOUL PIE 1X MONTREAL, QC H1Z 4J5 CAN	CONTACT: JOHN TIGHE PHONE: 469-500-8839 EMAIL: JOHNT@PEERLESS-CLOTHING.COM	TRADE DEBTS		\$2,224,000		\$2,224,000
13	GOOGLE, INC. DEPT 33654 P.O. BOX 39000 SAN FRANCISCO, CA 94139	CONTACT: RICH JONES PHONE: 650-862-1371 EMAIL: RJONES@GOOGLE.COM	TRADE DEBTS		\$1,841,000		\$1,841,000
14	LAGUNA CLOTHING(MAURITIUS)LTD BOUNDARY ROAD QUATRE BORNES, MUS	CONTACT: ERIC DORCHIES PHONE: 23054233500 EMAIL: EDORCHIES@AQUARELLE-CLOTHING.COM	TRADE DEBTS		\$1,630,000		\$1,630,000
15	TOP GENUINE, LLC PO BOX 50001 PASADENA, CA 91105	CONTACT: RAY TOLLES PHONE: 213-479-3000 EMAIL: RAY.TOLLES@GMAIL.COM	TRADE DEBTS		\$1,567,000		\$1,567,000
16	KENNETH COLE PRODUCTION/ROYALTIES/ADVERT 400 PLAZA DRIVE SECAUCUS, NJ 07094	CONTACT: KENNETH COLE PHONE: 914-806-2323 EMAIL: KENNETH@KENNETHCOLE.COM	ROYALTIES		\$1,464,000		\$1,464,000
17	CASS INFORMATION SYSTEMS INC. P.O. BOX 17617 ST.LOUIS, MO 63178	CONTACT: DEREK PANO PHONE: 978-323-6567 EMAIL: DAPANO@CASSINFO.COM	TRADE DEBTS		\$1,461,000		\$1,461,000
18	AT&T P.O. BOX 5019 CAROL STREAM, IL 60197-5019	CONTACT: CHARLES KEETON PHONE: 281-797-1882 EMAIL: CK6861@ATT.COM	UTILITY		\$1,361,000		\$1,361,000

	Name of creditor and complete mailing address, including zip code	Name, telephone number and email address of creditor contact	Nature of claim (for example, trade debts, bank loans, professional services, and government contracts)	Indicate if claim is contingent, unliquidated, or disputed	Amount of claim		
					If the claim is fully unsecured, fill in only unsecured claim amount. If claim is partially secured, fill in total claim amount and deduction for value of collateral or setoff to calculate unsecured claim.		
					Total claim, if partially secured	Deduction for value of collateral or setoff [1]	Unsecured Claim
19	PT UNGARAN SARI GARMENTS KUNINGAN CITY (AXA TOWER), 41ST FLOOR JL. PROF. DR.SATRIO JAKARTA, 12940 IND	CONTACT: MANISH VIRMANI PHONE: 628111045222 EMAIL: MANISH.VIRMANI@BUSANAGROUP.COM	TRADE DEBTS		\$1,205,000		\$1,205,000
20	JIANGSU SUNSHINE CO. LTD./ FABRIC WIRE XINQIAO TOWN, UIANGYIN CITY JIANGSU PROVINCE 214426, CHN	CONTACT: LIPING PHONE: 760-224-7532 EMAIL: LIPINGHECN@YAHOO.COM	TRADE DEBTS		\$914,000		\$914,000
21	HCL TECHNOLOGIES LTD 806 SIDDHARTH 96 NEHRU PLACE NEW DEHLI, 110-0119 IND	CONTACT: TRACY DECICCO PHONE: 303-570-3801 EMAIL: TRACY.DECICCO@HCL.COM	TRADE DEBTS		\$875,000		\$875,000
22	STAPLES PO BOX 70242 PHILADELPHIA, PA 19176-0242	PHONE: 877-826-7755	TRADE DEBTS		\$823,000		\$823,000
23	CT CORPORATION PO BOX 4349 CAROL STREAM, IL 60197-4349	CONTACT: BONNUS SMITH PHONE: 713-882-8566 EMAIL: BONNIE.SMITH@WOLTERSKLUWER.COM	TRADE DEBTS		\$812,000		\$812,000
24	FABIAN COUTURE GROUP 205C CHUBB AVENUE LYNDHURST, NJ 07071	CONTACT: ALLAN WEISS PHONE: 201-248-3562 EMAIL: AAJWEISS@AOL.COM	TRADE DEBTS		\$805,000		\$805,000
25	FLORSHEIM SHOE CO. 7734 SOLUTION CENTER CHICAGO, IL 60677-7007	CONTACT: JOHN FLORSHEIM PHONE: 414-908-1889 EMAIL: JFLORSHEIM@WEYCOGROUP.COM	TRADE DEBTS		\$784,000		\$784,000
26	CAULFEILD APPAREL GROUP LTD 1400 WHITEHORSE RD TORONTO, ON M3J3A7 CAN	CONTACT: MARIO TOMEI PHONE: 416-720-5984 EMAIL: MARIOT@CAULFEILD	TRADE DEBTS		\$782,000		\$782,000
27	TRANSPACIFIC INC. C/O TRANSPACIFIC P.O. BOX 75359 CHICAGO, IL 60675-5359	CONTACT: NING ZHOA PHONE: 917-886-9518 EMAIL: NING@MORETTISHOE.COM	TRADE DEBTS		\$776,000		\$776,000
28	MM FASHION AND DESIGN INC 9202 CHARLES SMITH AVENUE RANCHO CUCAMONGA, CA 91730	CONTACT: ANGEL MARTINEZ PHONE: 909-720-8661 EMAIL: ANGEL@MMFASHIONINC.COM	TRADE DEBTS		\$742,000		\$742,000
29	BLDG MANAGEMENT CO., INC. / 7101 417 FIFTH AVENUE, 4TH FLOOR NEW YORK, NY 10016	CONTACT: SARA FONTANET PHONE: 212-624-4337 EMAIL: SFONTANET@BLDG.COM	RENT		\$703,000		\$703,000
30	SITUS ASSET MANAGEMENT, LLC / #220 C/O BTR HAMPSTEAD, LLC SIGNATURE BANK NEWARK, NJ 07101-8084	CONTACT: ANGELA BALDWIN PHONE: 410-844-3906 EMAIL: ABALDWIN@BTRCAPITALGROUP.COM	RENT		\$701,000		\$701,000

JOSEPH ABBODD MANUFACTURING CORP.

JOINT WRITTEN CONSENT OF DIRECTORS

IN LIEU OF ANNUAL MEETING

Pursuant to Section 141(f) of the General Corporation Law of the State of Delaware, the undersigned, being all of the directors of Joseph Abboud Manufacturing Corp., a Delaware corporation (the “Company”), and in lieu of the annual meeting of directors, the call and notice of which are hereby expressly waived, do hereby consent to the adoption of and adopt the resolutions set forth on Annex A attached hereto.

This consent may be executed in counterparts, each of which shall be deemed an original, and all of which taken together shall constitute one instrument. A copy of this consent signed and delivered by telecopy, facsimile or other electronic transmission shall be considered an original, executed consent.

IN WITNESS WHEREOF, the undersigned has executed this consent effective as of August 2, 2020.

DIRECTORS:



Jamie Bragg



A. Alexander Rhodes

Annex A**1. Election of Officers**

NOW, THEREFORE, BE IT RESOLVED, that each of the following persons is hereby elected to the offices of the Company set forth beside his or her name, to serve in accordance with the provisions of the by-laws of the Company and until his or her successor shall have been elected and shall have qualified:

<u>NAME</u>	<u>OFFICE</u>
Dinesh Lathi	President and Chief Executive Officer
Jamie Bragg	Executive Vice President, Chief Supply Chain Officer
A. Alexander Rhodes	Executive Vice President and General Counsel
Boris Sherman	Executive Vice President, Chief Technology Officer
Michael Shane Smith	Executive Vice President, Chief Human Resources Officer
Joe Bahena	Senior Vice President
Catherine Spicer	Senior Vice President, Deputy General Counsel – Employment, Litigation and Contracts
Aidan Arney	Vice President, Corporate Tax
Joseph Foley	Vice President, Real Estate
Francisco Fuentes	Vice President, Risk Management
Joaquim Lourenco	Vice President, Manufacturing
Kim McIntosh	Vice President, Corporate Controller
Laura Ann Smith	Vice President, Assistant General Counsel – Corporate and Securities Law and Secretary
John Vazquez	Vice President, Chief Accounting Officer and Treasurer

2. Restructuring Support Agreement

WHEREAS, the board of directors (the “Governing Body”) of Joseph Abboud Manufacturing Corp. (the “Company”) has reviewed and considered (i) the recommendation by the Board of Directors of Tailored Brands, Inc. (the “Board”) and the authorized officers and representatives of Tailored Brands, Inc. (“Management”) that the Company enter into that certain restructuring support agreement (in such form as authorized and executed by any Authorized Officer (as defined below), with such authorization as evidenced by the execution and delivery by any such Authorized Signatory, the “Restructuring Support Agreement”), (ii) the presentations by the Advisors regarding the liabilities and liquidity of the Company, the strategic alternatives available to the Company, and the impact of the foregoing on the Company’s

business, (iii) the information and advice previously provided to and reviewed by the Governing Body, the Board, and Management, and (iv) the related matters reported on at meetings of the Governing Body and the Board;

WHEREAS, the Governing Body has had the opportunity to consult with Management and the Board and the financial, restructuring, and legal advisors described in Section 4 herein (collectively, the “Advisors”) and fully consider each of the strategic alternatives available to the Company;

WHEREAS, Management is continuing to negotiate the Restructuring Support Agreement with the Company’s stakeholders, with the terms of such Restructuring Support Agreement to be substantially consistent with the terms set forth in the presentations by Management; and

WHEREAS, the Restructuring Support Agreement provides that it can be terminated if the Governing Body determines, after consulting with counsel, that proceeding with any of the restructuring transactions contemplated by the Restructuring Support Agreement would be inconsistent with applicable law or the Governing Body’s fiduciary duties.

NOW, THEREFORE, BE IT RESOLVED, that it is desirable and in the best interests the Company, its stakeholders, its creditors, and other parties in interest, to enter into the Restructuring Support Agreement, and that the Company’s performance of its obligations under the Restructuring Support Agreement, and all other exhibits, schedules, attachments, and ancillary documents or agreements related thereto, hereby is, in all respects, authorized and approved;

FURTHER RESOLVED, that Management is hereby authorized and directed to take all actions necessary or advisable to negotiate and finalize the Restructuring Support Agreement and, subject to receiving sufficient consents from the Consenting Term Loan Lenders (as defined in the Restructuring Support Agreement), enter into and perform under the Restructuring Support Agreement, and the restructuring contemplated thereunder; and

FURTHER RESOLVED, that the officers of the Company, including but not limited to the President and Chief Executive Officer, any Vice President, the Treasurer, the Secretary or any Assistant Secretary of the Company and any other person designated by the Governing Body (collectively, the “Authorized Officers”) shall be, and each of them individually hereby is, authorized for and on behalf of the Company to take all actions (including, without limitation, to negotiate and execute any agreements, documents, certificates, supplemental agreements and instruments) necessary or advisable to finalize the Restructuring Support Agreement and, subject to receiving sufficient consents from the Consenting Term Loan Lenders (as defined in the Restructuring Support Agreement), to enter into the Restructuring Support Agreement, and to perform all the transactions contemplated thereby, that in the judgment of the applicable Authorized Officers, are necessary or appropriate to effectuate and carry out the purposes and intent of the foregoing resolutions (such determination to be conclusively evidenced by the taking of such action or execution thereof).

3. Chapter 11 Filing

WHEREAS, the Governing Body has considered certain materials presented by Management and the Advisors, including, but not limited to, materials regarding the liabilities and obligations of the Company, its liquidity, strategic alternatives available to it, and the effect of the foregoing on the Company's business, and has had adequate opportunity to consult such persons regarding the materials presented, obtain additional information, and to fully consider each of the strategic alternatives available to the Company; and

WHEREAS, the Governing Body has had the opportunity to consult with Management, the Board, and the Advisors and consider each of the strategic alternatives available to the Company.

NOW, THEREFORE, BE IT RESOLVED, that in the judgment of the Governing Body, it is desirable and in the best interests of the Company, its creditors, and other parties in interest, that the Company shall be, and hereby is, authorized to file, or cause to be filed, a voluntary petition for relief (such voluntary petition, and the voluntary petitions to be filed by the Company's affiliates, collectively, the "Chapter 11 Cases") under the provisions of chapter 11 of title 11 of the United States Code (the "Bankruptcy Code") in the United States Bankruptcy Court for the Southern District of Texas (the "Bankruptcy Court") and any other petition for relief or recognition or other order that may be desirable under applicable law; and

FURTHER RESOLVED, that the Authorized Officers, acting alone or with one or more other Authorized Officers of the Company be, and each of them hereby is authorized, empowered, and directed to execute and file on behalf of the Company all petitions, schedules, lists, and other motions, objections, replies, applications, papers, or documents as necessary or advisable to commence the Chapter 11 Cases and obtain chapter 11 relief, and to take any and all actions that they deem necessary or proper to obtain such relief, including, without limitation, any action necessary to maintain the ordinary course operation of the Company's business.

4. Senior Secured Super-Priority Debtor-In-Possession Credit Agreement

WHEREAS, TAILORED BRANDS, INC., a Texas corporation, THE MEN'S WEARHOUSE, INC., a Texas corporation, as debtor and debtor-in-possession, each of the other U.S. Subsidiary Borrowers from time to time party thereto (each of the foregoing, individually, as a "U.S. Borrower" and, collectively, as the "U.S. Borrowers"), MOORES THE SUIT PEOPLE CORP., a Nova Scotia unlimited liability company (the "Canadian Borrower" and, together with the U.S. Borrowers, the "Borrowers"), the Canadian Guarantors from time to time party thereto, the Lenders from time to time party thereto, JPMORGAN CHASE BANK, N.A., as Administrative Agent ("U.S. Agent"), and JPMORGAN CHASE BANK, N.A. TORONTO BRANCH, as Canadian Administrative Agent ("Canadian Agent"; together with the U.S. Agent, the "Agents"), propose to enter into that certain SENIOR SECURED SUPER-PRIORITY DEBTOR-IN-POSSESSION CREDIT AGREEMENT dated as of the date hereof (as amended,

restated, amended and restated, supplemented or otherwise modified from time to time, the “DIP Credit Agreement”);

WHEREAS, the obligation of the Lenders to make Loans to the Borrowers under the DIP Credit Agreement is subject to the Company having satisfied certain conditions described in the DIP Credit Agreement and the other Loan Documents (as defined below) to which it is a party;

WHEREAS, the DIP Credit Agreement requires the Company to guaranty and to grant a security interest to secure the obligations under the Loan Documents; and

WHEREAS, the Company will obtain benefits from the Loans made to the Borrowers under the DIP Credit Agreement.

NOW, THEREFORE, BE IT RESOLVED, that the form, terms and provisions of each of the instruments and documents listed below (collectively, the “Loan Documents”), substantially in the form received by the undersigned and the Company’s execution, delivery and performance of its obligations under the Loan Documents, including without limitation the grant of security interests under the Loan Documents, and, any borrowings or guaranty therewith, be, and hereby are, in all respects, approved:

- a) any promissory note executed by the Companies in connection with the DIP Credit Agreement;
- b) any fee letter in connection with the DIP Credit Agreement;
- c) any Collateral Document in connection with the DIP Credit Agreement;
- d) any intellectual property security agreement in connection with the DIP Credit Agreement;
- e) the Interim Order;
- f) the Final Order;
- g) the Intercreditor Agreement;
- h) the Intercompany Subordination Agreement;
- i) the Intercreditor Acknowledgement;
- j) any commitment letter in connection with the DIP Credit Agreement;
- k) any guarantee in connection with the DIP Credit Agreement;
- l) any assignment documents, security agreements, notices, financing statements, tax affidavits, and other instruments as the Agents and/or the Lenders may reasonably request or as may be necessary or appropriate to create, preserve and perfect the Liens of Agents and/or the Lenders required pursuant to the Loan Documents to be created in the Collateral;

- m) agreements with third parties (including, without limitation, bank agency agreements, lockbox agreements, cash management agreements, hedge agreements, control agreements, landlord agreements, Collateral Access Agreements, bailee letters, and warehouse letters) relating to the Collateral; and
- n) such other Loan Documents (as defined in the DIP Credit Agreement), agreements, documents, Orders, pledges, powers of attorney, instruments, letters of credit, acknowledgements, statements, paper, certificates and other documents and instruments, including any interest rate swaps, caps, collars or similar hedging agreement and any financing statements (or amendments thereto) that may be contemplated by, or as may be required by or executed in connection with any of the Loan Documents.

FURTHER RESOLVED, that the Authorized Officers, acting alone or with one or more other Authorized Officers be, and hereby is, authorized and empowered to execute and deliver, and perform all of the obligations and the transactions contemplated under each of the Loan Documents in the name and on behalf of the Company, with such changes therein as shall be approved by the Authorized Officer executing the same, with such execution by said Authorized Officer to constitute conclusive evidence of his or her approval of the terms thereof, including any departures therein from the form presented to the Governing Body;

FURTHER RESOLVED, that any person dealing with an Authorized Officer may conclusively rely upon the authority of such Authorized Officer by the execution of a document or agreement;

FURTHER RESOLVED, that the Company will obtain benefits from the loans made to the Company under the DIP Credit Agreement and the other Loan Documents which are necessary and convenient to the conduct, promotion and attainment of the business of the Company;

FURTHER RESOLVED, that the incurrence by the Company of the borrowings and obligations under the Loan Documents is hereby authorized and approved in all respects and the transactions contemplated by the Loan Documents are approved in all respects;

FURTHER RESOLVED, that each of the Authorized Officers be, and hereby is, authorized and empowered to take all actions or to not take any action in the name of the Company with respect to the transactions contemplated by these resolutions as the sole shareholder or sole member, of each direct or indirect subsidiary of the Company, if any, whether existing now or in the future, in each case, as such Authorized Officer shall deem necessary or desirable in such Authorized Officer's reasonable business judgment, including without limitation the authorization of resolutions and agreements necessary to authorize the execution, delivery and performance pursuant to the DIP Credit Agreement or any of the Loan Documents (including certificates, affidavits, financing statements, notices, reaffirmations and amendments and restatements thereof or relating thereto) as may be necessary or convenient to effectuate the purposes of the transactions contemplated herein;

FURTHER RESOLVED, that the Company be and it hereby is, authorized and directed to grant the Liens and security interests with respect to all or substantially all of its assets

contemplated and as and when required by the Collateral Documents and the other Loan Documents in favor of the Agents and/or the Lenders to secure the Obligations (and any renewals, increases, extension for any period of rearrangement thereof) and to provide the guarantees contemplated in the Loan Documents;

FURTHER RESOLVED, that the Agents are authorized to file or record financing statements and other filing or recording documents or instruments with respect to the Collateral without the signature of the Company in such form and substance and in such offices as the Agents determine appropriate to continue to perfect the security interests of the Agents for the benefit of the Lenders under the DIP Credit Agreement and the other Loan Documents, as appropriate, and the Agents are authorized to use the collateral description "all or substantially all personal property assets of the Debtor, whether now existing or hereafter arising" or any similar description in any such financing statements;

FURTHER RESOLVED, that the Company be, and hereby is, authorized to guaranty the payment in full and performance of all Obligations, to the extent applicable, of its direct or indirect subsidiaries;

FURTHER RESOLVED, that any specific resolutions that may be required to have been adopted by the Company in connection with the actions contemplated by the foregoing resolutions be, and they hereby are, adopted, and the Authorized Officers of the Company be, and each of them acting alone hereby is authorized to certify as to the adoption of any and all such resolutions and attach such resolutions hereto;

FURTHER RESOLVED, that the omission from these resolutions of any agreement, document or other arrangement contemplated by any of the agreements, documents or instruments described in the foregoing resolutions or any action to be taken in accordance with any requirement of any of the agreements, documents, or instruments described in the foregoing resolutions shall in no manner derogate from the authority of the Authorized Officers, or any officer of the Company acting at their direction, to take all actions necessary, desirable, advisable or appropriate to consummate, effectuate carry out or further the transactions contemplated by, and the intent and purposes of, the foregoing resolutions;

FURTHER RESOLVED, that each of the Authorized Officers be, and hereby is, authorized and empowered to take all such further actions including, without limitation, to pay all fees, (including without limitation, the fees under the Fee Letters and expenses in accordance with the terms of the Loan Documents), to arrange for and enter into supplemental agreements, instruments, amendments, amendment and restatements, modifications, renewals, replacements, consolidations, substitutions, extensions, certificates or documents relating to the transactions contemplated by any of the Loan Documents and to execute and deliver all such supplemental agreements, instruments, amendments, amendment and restatements, modifications, renewals, replacements, consolidations, substitutions, extensions, certificates or documents in the name and on behalf of the Company, which shall in their sole judgment be necessary, proper or advisable in order to perform the Company's obligations under or in connection with any of the Loan Documents and the transactions contemplated therein, and to carry out fully the intent of the foregoing resolution. The performance of any such further act and the execution of any such document or instrument by any of the aforesaid Authorized Officers of the Company pursuant to

these resolutions shall be conclusive evidence that the same have been authorized and approved by the Company in every respect;

FURTHER RESOLVED, that all acts and actions taken by any Authorized Officer prior to the date hereof with respect to the transactions contemplated by the Loan Documents (as defined in the DIP Credit Agreement), and any and all agreements, instruments, certificates or documents heretofore executed be, and hereby are, in all respects confirmed, approved and ratified; and

FURTHER RESOLVED, that all initially capitalized terms used in the resolutions under the caption "SENIOR SECURED SUPER-PRIORITY DEBTOR-IN-POSSESSION CREDIT AGREEMENT" and otherwise without definition shall have the meanings ascribed to them in the DIP Credit Agreement.

5. Retention of Professionals

NOW, THEREFORE, BE IT RESOLVED that each of the Authorized Officers be, and they hereby are, authorized and directed to employ the following professionals on behalf of the Company: (i) the law firm of Kirkland & Ellis LLP and Kirkland & Ellis International LLP, as general bankruptcy counsel, (ii) the law firm of Jackson Walker L.L.P., as co-bankruptcy counsel, (iii) the law firm of Stikeman Elliot LLP, as co-bankruptcy counsel, (iv) the law firm of Mourant Ozannes, as co-bankruptcy counsel, (v) PJT Partners LP, as financial advisor, (vi) AlixPartners, LLP, as restructuring advisor, (vii) Prime Clerk LLC, as notice and claims agent, (viii) A&G Realty Partners, LLC, as a real estate consultant and advisor, and (ix) any other legal counsels, accountants, financial advisors, restructuring advisors or other professionals the Authorized Officers deem necessary, appropriate or advisable; each to represent and assist the Company in carrying out its duties and responsibilities and exercising its rights under the Bankruptcy Code and applicable law (including, but not limited to, the law firms filing any pleadings and responses); and in connection therewith, each of the Authorized Officers be, and hereby is authorized, empowered and directed, in accordance with the terms and conditions hereof, to execute appropriate retention agreements and to cause to be filed appropriate applications for authority to reach such services; and

FURTHER RESOLVED, that all acts and deeds previously performed by any of the officers of the Authorized Officers, as may be applicable, prior to the adoption of the foregoing recitals and resolutions that are within the authority conferred by the foregoing recitals and resolutions, are hereby ratified, confirmed and approved in all respects as the authorized acts and deeds of the Authorized Officers, as the case may be.

6. General

NOW, THEREFORE, BE IT RESOLVED, that in addition to the specific authorizations heretofore conferred upon the Authorized Officers, each of the Authorized Officers (and their designees and delegates) be, and they hereby are, authorized and empowered, in the name of and on behalf of the Company, to take or cause to be taken any and all such other and further action to: execute, acknowledge, deliver, and file any and all such agreements, certificates, instruments, and other documents; and pay all expenses, including but not limited to filing fees, in each case as in such

officer's or officers' judgment, shall be necessary, advisable, or desirable to fully carry out the intent and accomplish the purposes of the resolutions adopted herein;

FURTHER RESOLVED, that the Governing Body has received sufficient notice of the actions and transactions relating to the matters contemplated by the foregoing resolutions, as may be required by the organizational documents of the Company, or hereby waive any right to have received such notice;

FURTHER RESOLVED, that all acts, actions and transactions relating to the matters contemplated by the foregoing resolutions done in the name of and on behalf of the Company, which acts would have been approved by the foregoing resolutions except that such acts were taken before the adoption of these resolutions, are hereby in all respects approved and ratified as the true acts and deeds of the Company with the same force and effect as if each such act, transaction, agreement or certificate has been specifically authorized in advance by resolution of the Governing Body; and

FURTHER RESOLVED, that each of the Authorized Officers (and their designees and delegates) be and hereby is authorized and empowered to take all actions or to not take any action in the name of the Company with respect to the transactions contemplated by these resolutions hereunder, as such Authorized Officers shall deem necessary or desirable in such Authorized Officer's reasonable judgment as may be necessary or convenient to effectuate the purposes of the transactions contemplated herein.

Fill in this information to identify the case and this filing:	
Debtor Name	Joseph Abboud Manufacturing Corp.
United States Bankruptcy Court for the:	Southern District of Texas
	(State)
Case number (If known):	

Official Form 202**Declaration Under Penalty of Perjury for Non-Individual Debtors**

12/15

An individual who is authorized to act on behalf of a non-individual debtor, such as a corporation or partnership, must sign and submit this form for the schedules of assets and liabilities, any other document that requires a declaration that is not included in the document, and any amendments of those documents. This form must state the individual's position or relationship to the debtor, the identity of the document, and the date. Bankruptcy Rules 1008 and 9011.

WARNING -- Bankruptcy fraud is a serious crime. Making a false statement, concealing property, or obtaining money or property by fraud in connection with a bankruptcy case can result in fines up to \$500,000 or imprisonment for up to 20 years, or both. 18 U.S.C. §§ 152, 1341, 1519, and 3571.

Declaration and signature

I am the president, another officer, or an authorized agent of the corporation; a member or an authorized agent of the partnership; or another individual serving as a representative of the debtor in this case.

I have examined the information in the documents checked below and I have a reasonable belief that the information is true and correct:

- ☐ *Schedule A/B: Assets-Real and Personal Property (Official Form 206A/B)*
- ☐ *Schedule D: Creditors Who Have Claims Secured by Property (Official Form 206D)*
- ☐ *Schedule E/F: Creditors Who Have Unsecured Claims (Official Form 206E/F)*
- ☐ *Schedule G: Executory Contracts and Unexpired Leases (Official Form 206G)*
- ☐ *Schedule H: Codebtors (Official Form 206H)*
- ☐ *Summary of Assets and Liabilities for Non-Individuals (Official Form 206Sum)*
- ☐ *Amended Schedule*
- ☒ *Chapter 11 or Chapter 9 Cases: List of Creditors Who Have the 30 Largest Unsecured Claims and Are Not Insiders (Official Form 204)*
- ☒ Other document that requires a declaration **List of Equity Security Holders and Corporate Ownership Statement**

I declare under penalty of perjury that the foregoing is true and correct.

Executed on

08/02/2020

MM/ DD/YYYY

**/s/ Holly Etlin**

Signature of individual signing on behalf of debtor

Holly Etlin

Printed name

Chief Restructuring Officer

Position or relationship to debtor

TAB D

Voluntary Petition of K&G Mens Company Inc.

Fill in this information to identify the case:

United States Bankruptcy Court for the:

Southern District of Texas

(State)

Case number (if known):

Chapter

11☐ Check if this is an amended filing**Official Form 201****Voluntary Petition for Non-Individuals Filing for Bankruptcy**

04/20

If more space is needed, attach a separate sheet to this form. On the top of any additional pages, write the debtor's name and the case number (if known). For more information, a separate document, *Instructions for Bankruptcy Forms for Non-Individuals*, is available.

1. Debtor's Name K&G Men's Company Inc.

2. All other names debtor used in the last 8 years _____

Include any assumed names, trade names, and *doing business as* names

3. Debtor's federal Employer Identification Number (EIN) 58-2527726

4. Debtor's address

Principal place of business	Mailing address, if different from principal place of business
------------------------------------	---

6100 Stevenson Boulevard

Number Street

Number Street

P.O. Box

Fremont, California 94538

City State Zip Code

City State Zip Code

Location of principal assets, if different from principal place of business

Alameda County

County

Number Street

City State Zip Code

5. Debtor's website (URL) https://www.tailoredbrands.com/

6. Type of debtor

☒ Corporation (including Limited Liability Company (LLC) and Limited Liability Partnership (LLP))

☐ Partnership (excluding LLP)

☐ Other. Specify: _____

Debtor K&G Men's Company Inc.
Name

Case number (if known) _____

7. Describe debtor's business*A. Check One:*

- ☐ Health Care Business (as defined in 11 U.S.C. § 101(27A))
- ☐ Single Asset Real Estate (as defined in 11 U.S.C. § 101(51B))
- ☐ Railroad (as defined in 11 U.S.C. § 101(44))
- ☐ Stockbroker (as defined in 11 U.S.C. § 101(53A))
- ☐ Commodity Broker (as defined in 11 U.S.C. § 101(6))
- ☐ Clearing Bank (as defined in 11 U.S.C. § 781(3))
- ☒ None of the above

B. Check all that apply:

- ☐ Tax-exempt entity (as described in 26 U.S.C. § 501)
- ☐ Investment company, including hedge fund or pooled investment vehicle (as defined in 15 U.S.C. § 80a-3)
- ☐ Investment advisor (as defined in 15 U.S.C. § 80b-2(a)(11))

C. NAICS (North American Industry Classification System) 4-digit code that best describes debtor. See <http://www.uscourts.gov/four-digit-national-association-naics-codes>.
4481 (Clothing Stores)

8. Under which chapter of the Bankruptcy Code is the debtor filing?*Check One:*

- ☐ Chapter 7
- ☐ Chapter 9
- ☒ Chapter 11. *Check all that apply:*

A debtor who is a "small business debtor" must check the first sub-box. A debtor as defined in § 1182(1) who elects to proceed under subchapter V of chapter 11 (whether or not the debtor is a "small business debtor") must check the second sub-box.

- ☐ The debtor is a small business debtor as defined in 11 U.S.C. § 101(51D), and its aggregate noncontingent liquidated debts (excluding debts owed to insiders or affiliates) are less than \$2,725,625. If this sub-box is selected, attach the most recent balance sheet, statement of operations, cash-flow statement, and federal income tax return or if any of these documents do not exist, follow the procedure in 11 U.S.C. § 1116(1)(B).
- ☐ The debtor is a debtor as defined in 11 U.S.C. § 1182(1). Its aggregate noncontingent liquidated debts (excluding debts owed to insiders or affiliates) are less than \$7,500,000 **and it chooses to proceed under Subchapter V of Chapter 11.** If this sub-box is selected, attach the most recent balance sheet, statement of operations, cash-flow statement, and federal income tax return or if any of these documents do not exist, follow the procedure in 11 U.S.C. § 1116(1)(B).
- ☐ A plan is being filed with this petition.
- ☐ Acceptances of the plan were solicited prepetition from one or more classes of creditors, in accordance with 11 U.S.C. § 1126(b).
- ☒ The debtor is required to file periodic reports (for example, 10K and 10Q) with the Securities and Exchange Commission according to § 13 or 15(d) of the Securities Exchange Act of 1934. File the *Attachment to Voluntary Petition for Non-Individuals Filing for Bankruptcy under Chapter 11* (Official Form 201A) with this form.
- ☐ The debtor is a shell company as defined in the Securities Exchange Act of 1934 Rule 12b-2.

☐ Chapter 12**9. Were prior bankruptcy cases filed by or against the debtor within the last 8 years?**

- ☒ No District _____ When _____ Case number _____
- ☐ Yes. District _____ When _____ Case number _____

Debtor K&G Men's Company Inc.
Name

Case number (if known) _____

10. Are any bankruptcy cases pending or being filed by a business partner or an affiliate of the debtor?☐ No☒ Yes.

Debtor

See Rider 1

Relationship

Affiliate

List all cases. If more than 1, attach a separate list.

District

Southern District of Texas

When

08/02/2020

MM / DD / YYYY

Case number, if known

11. Why is the case filed in this district?*Check all that apply:*☐

Debtor has had its domicile, principal place of business, or principal assets in this district for 180 days immediately preceding the date of this petition or for a longer part of such 180 days than in any other district.

☒

A bankruptcy case concerning debtor's affiliate, general partner, or partnership is pending in this district.

12. Does the debtor own or have possession of any real property or personal property that needs immediate attention?☒ No.☐ Yes. Answer below for each property that needs immediate attention. Attach additional sheets if needed.**Why does the property need immediate attention? (Check all that apply.)**☐

It poses or is alleged to pose a threat of imminent and identifiable hazard to public health or safety.

What is the hazard?

☐

It needs to be physically secured or protected from the weather.

☐

It includes perishable goods or assets that could quickly deteriorate or lose value without attention (for example, livestock, seasonal goods, meat, dairy, produce, or securities-related assets or other options).

☐

Other

Where is the property?

Number

Street

City

State

Zip Code

Is the property insured?☐ No☐ Yes.

Insurance agency

Contact name

Phone

Statistical and administrative information**13. Debtor's estimation of available funds***Check one:*☒

Funds will be available for distribution to unsecured creditors.

☐

After any administrative expenses are paid, no funds will be available for distribution to unsecured creditors.

14. Estimated number of creditors¹☐

1-49

☐

1,000-5,000

☒

25,001-50,000

☐

50-99

☐

5,001-10,000

☐

50,001-100,000

☐

100-199

☐

10,001-25,000

☐

More than 100,000

☐

200-999

¹ The Debtors' estimated assets, liabilities, and number of creditors noted here are provided on a consolidated basis.

Debtor K&G Men's Company Inc.
Name

Case number (if known) _____

15. Estimated assets	☐	\$0-\$50,000	☐	\$1,000,001-\$10 million	☐	\$500,000,001-\$1 billion
	☐	\$50,001-\$100,000	☐	\$10,000,001-\$50 million	☒	\$1,000,000,001-\$10 billion
	☐	\$100,001-\$500,000	☐	\$50,000,001-\$100 million	☐	\$10,000,000,001-\$50 billion
	☐	\$500,001-\$1 million	☐	\$100,000,001-\$500 million	☐	More than \$50 billion

16. Estimated liabilities	☐	\$0-\$50,000	☐	\$1,000,001-\$10 million	☐	\$500,000,001-\$1 billion
	☐	\$50,001-\$100,000	☐	\$10,000,001-\$50 million	☒	\$1,000,000,001-\$10 billion
	☐	\$100,001-\$500,000	☐	\$50,000,001-\$100 million	☐	\$10,000,000,001-\$50 billion
	☐	\$500,001-\$1 million	☐	\$100,000,001-\$500 million	☐	More than \$50 billion

Request for Relief, Declaration, and Signatures**WARNING --** Bankruptcy fraud is a serious crime. Making a false statement in connection with a bankruptcy case can result in fines up to \$500,000 or imprisonment for up to 20 years, or both. 18 U.S.C. §§ 152, 1341, 1519, and 3571.**17. Declaration and signature of authorized representative of debtor**

The debtor requests relief in accordance with the chapter of title 11, United States Code, specified in this petition.

I have been authorized to file this petition on behalf of the debtor.

I have examined the information in this petition 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 08/02/2020
MM/ DD / YYYY**X**/s/ Holly EtlinHolly Etlin

Signature of authorized representative of debtor

Printed name

Title Chief Restructuring Officer**18. Signature of attorney****X**/s/ Matthew D. Cavanaugh

Date

08/02/2020

Signature of attorney for debtor

MM/ DD/YYYY

Matthew D. Cavanaugh

Printed name

Jackson Walker L.L.P.

Firm name

1401 McKinney Street, Suite 1900

Number

Street

Houston

City

Texas

State

77010

ZIP Code

(713) 752-4200

Contact phone

mcavanaugh@jw.com

Email address

24062656

Bar number

Texas

State

Fill in this information to identify the case:

United States Bankruptcy Court for the:

Southern District of Texas

(State)

Case number (if known): _____

Chapter **11**☐ Check if this is an amended filing**Rider 1****Pending Bankruptcy Cases Filed by the Debtor and Affiliates of the Debtor**

On the date hereof, each of the entities listed below (collectively, the "Debtors") filed a petition in the United States Bankruptcy Court for the Southern District of Texas for relief under chapter 11 of title 11 of the United States Code. The Debtors have moved for joint administration of these cases under the case number assigned to the chapter 11 case of Tailored Brands, Inc.

Tailored Brands, Inc.
JA Apparel Corp.
Jos. A. Bank Clothiers, Inc.
Joseph Abboud Manufacturing Corp.
K&G Men's Company Inc.
Moore's Retail Group Corp.
Moore's The Suit People Corp.
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 Holding Limited
The Joseph A. Bank Mfg. Co., Inc.
The Men's Wearhouse, Inc.
TMW Merchants LLC

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

In re:

K&G MEN'S COMPANY INC.,

Debtor.

)
) Chapter 11
)
) Case No. 20-[●] ([●])
)
)
)

LIST OF EQUITY SECURITY HOLDERS¹

Debtor	Equity Holders	Address of Equity Holder	Percentage of Equity Held
K&G Men's Company Inc.	The Men's Wearhouse, Inc.	6100 Stevenson Boulevard Fremont, California 94538	100%

¹ This list reflects holders of five percent or more of Tailored Brands, Inc.'s common stock. This list serves as the disclosure required to be made by the debtor pursuant to rule 1007 of the Federal Rules of Bankruptcy Procedure. All equity positions listed are as of the date of commencement of the chapter 11 case. By the *Debtors' Emergency Motion for Entry of an Order (I) Authorizing the Debtors to File a Consolidated List of Creditors and a Consolidated List of the 30 Largest Unsecured Creditors, (II) Waiving the Requirement to File a List of Equity Security Holders, (III) Authorizing the Debtors to Redact Certain Personal Identification Information, (IV) Approving the Form and Manner of Notifying Creditors of the Commencement of the Chapter 11 Cases and Other Information, and (V) Granting Related Relief* filed contemporaneously herewith, the debtor is requesting a waiver of the requirement under rule 1007 to file a list of all of its equity security holders.

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

In re: K&G MEN’S COMPANY INC., Debtor.	)))))))	Chapter 11 Case No. 20-[●] ([●])
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CORPORATE OWNERSHIP STATEMENT

Pursuant to rules 1007(a)(1) and 7007.1 of the Federal Rules of Bankruptcy Procedure, the following are corporations, other than a government unit, that directly or indirectly own 10% or more of any class of the debtor’s equity interest:

Shareholder	Approximate Percentage of Shares Held
The Men's Wearhouse, Inc.	100%

Fill in this information to identify the case:Debtor name Tailored Brands, Inc., et al.United States Bankruptcy Court for the: Southern District of Texas

Case number (If known): _____ (State)

☐ Check if this is an amended filing**Official Form 204****Chapter 11 or Chapter 9 Cases: List of Creditors Who Have the 30 Largest Unsecured Claims and Are Not Insiders**

12/15

A list of creditors holding the 30 largest unsecured claims must be filed in a Chapter 11 or Chapter 9 case. Include claims which the debtor disputes. Do not include claims by any person or entity who is an *insider*, as defined in 11 U.S.C. § 101(31). Also, do not include claims by secured creditors, unless the unsecured claim resulting from inadequate collateral value places the creditor among the holders of the 30 largest unsecured claims.

	Name of creditor and complete mailing address, including zip code	Name, telephone number and email address of creditor contact	Nature of claim (for example, trade debts, bank loans, professional services, and government contracts)	Indicate if claim is contingent, unliquidated, or disputed	Amount of claim		
					If the claim is fully unsecured, fill in only unsecured claim amount. If claim is partially secured, fill in total claim amount and deduction for value of collateral or setoff to calculate unsecured claim.		
					Total claim, if partially secured	Deduction for value of collateral or setoff [1]	Unsecured Claim
1	BANK OF NEW YORK MELLON TRUST COMPANY, N.A. 601 TRAVIS ST, 16TH FLOOR HOUSTON, TX 77002	CONTACT: LISA MCCANTS PHONE: 713-483-6752 EMAIL: LISA.MCCANTS@BNYMELLON.COM	SENIOR NOTES DUE 2022		\$179,916,000		\$179,916,000
2	ICON INTERNATIONAL INC LOCKBOX SERVICES 1487 DEPT 1487 350 N ORLEANS STREET STE 800 CHICAGO, IL 60654-1529	CONTACT: KATHLEEN CHOMIENNE PHONE: 203-388-1442 EMAIL: KCHOMIENNE@ICONINTERNATIONAL.COM	TRADE DEBTS		\$8,214,000		\$8,214,000
3	PEERLESS CLOTHING INC. 200 INDUSTRIAL PARK RD. SAINT ALBANS, VT 05478-1873	CONTACT: JOHN TIGHE PHONE: 469-500-8839 EMAIL: JOHNT@PEERLESS-CLOTHING.COM	TRADE DEBTS		\$8,115,000		\$8,115,000
4	ADOBE SYSTEMS INC 29322 NETWORK PLACE CHICAGO, IL 60673-1293	CONTACT: JEFFEREY YOUNG PHONE: 385-345-2280 EMAIL: JYOUNG@ADOBE.COM	TRADE DEBTS		\$7,047,000		\$7,047,000
5	WH BUYER, LLC DBA WHP GLOBAL 333 S GRAND AVENUE 28TH FLOOR LOS ANGELES, CA 90071	CONTACT: STEPHEN CONWELL PHONE: 646-518-8499 EMAIL: SCONWELL@WHP-GLOBAL.COM	ROYALTIES		\$5,781,000		\$5,781,000
6	ENGIE INSIGHT 1313 NORTH ATLANTIC, SUITE 5000 SPOKANE, WA 99201-2330	CONTACT: RICHARD COOMBE PHONE: 480-625-5055 EMAIL: RICHARD.COOMBE@ENGIE.COM	TRADE DEBTS		\$4,966,000		\$4,966,000

¹ The Debtors reserve the right to assert setoff and other rights with respect to any of the claims listed herein.

	Name of creditor and complete mailing address, including zip code	Name, telephone number and email address of creditor contact	Nature of claim (for example, trade debts, bank loans, professional services, and government contracts)	Indicate if claim is contingent, unliquidated, or disputed	Amount of claim If the claim is fully unsecured, fill in only unsecured claim amount. If claim is partially secured, fill in total claim amount and deduction for value of collateral or setoff to calculate unsecured claim.		
					Total claim, if partially secured	Deduction for value of collateral or setoff [1]	Unsecured Claim
7	MCKINSEY & COMPANY, INC. 3 WORLD TRADE CENTER 175 GREENWICH STREET NEW YORK, NY 10007	CONTACT: GENERAL COUNSEL OFFICE PHONE: 212-415-5372 EMAIL: KILLIAN_NOLAN@MCKINSEY.COM	PROFESSIONAL SERVICES		\$3,500,000		\$3,500,000
8	DAVID'S BRIDAL, INC. 1001 WASHINGTON ST. ASF MONTHLY INSTALLMENT CONSHOHOCKEN, PA 19428	CONTACT: JIM MARCUM PHONE: 603-455-5650 EMAIL: JMARCUM@DBI.COM	ROYALTIES		\$3,490,000		\$3,490,000
9	FLOW FORMAL ALLIANCE, LLC P.O. BOX 842683 BOSTON, MA 02284-2683	CONTACT: JEFF WEINTRAUB PHONE: 561-504-1846 EMAIL: LJTALALIEN@AOL.COM	TRADE DEBTS		\$3,203,000		\$3,203,000
10	PRODUCTOS TEXTILES 800 METROS CARRETERA A LA JUTOSA, ZONA LIBRE INHDELVA CHOLOMA CORTEZ, HND	CONTACT: JACOBO KATTAN PHONE: 50499785004 EMAIL: JACOBO.KATTAN@PROTEXSA.HN	TRADE DEBTS		\$2,786,000		\$2,786,000
11	PHILLIPS VAN HEUSEN CORP P.O. BOX 532513 ATLANTA, GA 30353-2513	CONTACT: ANN RALKO PHONE: 908-332-4698 EMAIL: ANN.RALKO@PVH.COM	TRADE DEBTS		\$2,668,000		\$2,668,000
12	VETEMENTS PEERLESS CLOTHING 8888 BOUL PIE 1X MONTREAL, QC H1Z 4J5 CAN	CONTACT: JOHN TIGHE PHONE: 469-500-8839 EMAIL: JOHNT@PEERLESS-CLOTHING.COM	TRADE DEBTS		\$2,224,000		\$2,224,000
13	GOOGLE, INC. DEPT 33654 P.O. BOX 39000 SAN FRANCISCO, CA 94139	CONTACT: RICH JONES PHONE: 650-862-1371 EMAIL: RJONES@GOOGLE.COM	TRADE DEBTS		\$1,841,000		\$1,841,000
14	LAGUNA CLOTHING(MAURITIUS)LTD BOUNDARY ROAD QUATRE BORNES, MUS	CONTACT: ERIC DORCHIES PHONE: 23054233500 EMAIL: EDORCHIES@AQUARELLE-CLOTHING.COM	TRADE DEBTS		\$1,630,000		\$1,630,000
15	TOP GENUINE, LLC PO BOX 50001 PASADENA, CA 91105	CONTACT: RAY TOLLES PHONE: 213-479-3000 EMAIL: RAY.TOLLES@GMAIL.COM	TRADE DEBTS		\$1,567,000		\$1,567,000
16	KENNETH COLE PRODUCTION/ROYALTIES/ADVERT 400 PLAZA DRIVE SECAUCUS, NJ 07094	CONTACT: KENNETH COLE PHONE: 914-806-2323 EMAIL: KENNETH@KENNETHCOLE.COM	ROYALTIES		\$1,464,000		\$1,464,000
17	CASS INFORMATION SYSTEMS INC. P.O. BOX 17617 ST.LOUIS, MO 63178	CONTACT: DEREK PANO PHONE: 978-323-6567 EMAIL: DAPANO@CASSINFO.COM	TRADE DEBTS		\$1,461,000		\$1,461,000
18	AT&T P.O. BOX 5019 CAROL STREAM, IL 60197-5019	CONTACT: CHARLES KEETON PHONE: 281-797-1882 EMAIL: CK6861@ATT.COM	UTILITY		\$1,361,000		\$1,361,000

	Name of creditor and complete mailing address, including zip code	Name, telephone number and email address of creditor contact	Nature of claim (for example, trade debts, bank loans, professional services, and government contracts)	Indicate if claim is contingent, unliquidated, or disputed	Amount of claim If the claim is fully unsecured, fill in only unsecured claim amount. If claim is partially secured, fill in total claim amount and deduction for value of collateral or setoff to calculate unsecured claim.		
					Total claim, if partially secured	Deduction for value of collateral or setoff [1]	Unsecured Claim
19	PT UNGARAN SARI GARMENTS KUNINGAN CITY (AXA TOWER), 41ST FLOOR JL. PROF. DR.SATRIO JAKARTA, 12940 IND	CONTACT: MANISH VIRMANI PHONE: 628111045222 EMAIL: MANISH.VIRMANI@BUSANAGROUP.COM	TRADE DEBTS		\$1,205,000		\$1,205,000
20	JIANGSU SUNSHINE CO. LTD./ FABRIC WIRE XINQIAO TOWN,UIANGYIN CITY JIANGSU PROVINCE 214426, CHN	CONTACT: LIPING PHONE: 760-224-7532 EMAIL: LIPINGHECN@YAHOO.COM	TRADE DEBTS		\$914,000		\$914,000
21	HCL TECHNOLOGIES LTD 806 SIDDHARTH 96 NEHRU PLACE NEW DEHLI, 110-0119 IND	CONTACT: TRACY DECICCO PHONE: 303-570-3801 EMAIL: TRACY.DECICCO@HCL.COM	TRADE DEBTS		\$875,000		\$875,000
22	STAPLES PO BOX 70242 PHILADELPHIA, PA 19176-0242	PHONE: 877-826-7755	TRADE DEBTS		\$823,000		\$823,000
23	CT CORPORATION PO BOX 4349 CAROL STREAM, IL 60197-4349	CONTACT: BONNUS SMITH PHONE: 713-882-8566 EMAIL: BONNIE.SMITH@WOLTERSKLUWER.COM	TRADE DEBTS		\$812,000		\$812,000
24	FABIAN COUTURE GROUP 205C CHUBB AVENUE LYNDHURST, NJ 07071	CONTACT: ALLAN WEISS PHONE: 201-248-3562 EMAIL: AAJWEISS@AOL.COM	TRADE DEBTS		\$805,000		\$805,000
25	FLORSHEIM SHOE CO. 7734 SOLUTION CENTER CHICAGO, IL 60677-7007	CONTACT: JOHN FLORSHEIM PHONE: 414-908-1889 EMAIL: JFLORSHEIM@WEYCOGROUP.COM	TRADE DEBTS		\$784,000		\$784,000
26	CAULFEILD APPAREL GROUP LTD 1400 WHITEHORSE RD TORONTO, ON M3J3A7 CAN	CONTACT: MARIO TOMEI PHONE: 416-720-5984 EMAIL: MARIOT@CAULFEILD	TRADE DEBTS		\$782,000		\$782,000
27	TRANSPACIFIC INC. C/O TRANSPACIFIC P.O. BOX 75359 CHICAGO, IL 60675-5359	CONTACT: NING ZHOA PHONE: 917-886-9518 EMAIL: NING@MORETTISHOE.COM	TRADE DEBTS		\$776,000		\$776,000
28	MM FASHION AND DESIGN INC 9202 CHARLES SMITH AVENUE RANCHO CUCAMONGA, CA 91730	CONTACT: ANGEL MARTINEZ PHONE: 909-720-8661 EMAIL: ANGEL@MMFASHIONINC.COM	TRADE DEBTS		\$742,000		\$742,000
29	BLDG MANAGEMENT CO., INC. / 7101 417 FIFTH AVENUE, 4TH FLOOR NEW YORK, NY 10016	CONTACT: SARA FONTANET PHONE: 212-624-4337 EMAIL: SFONTANET@BLDG.COM	RENT		\$703,000		\$703,000
30	SITUS ASSET MANAGEMENT, LLC / #220 C/O BTR HAMPSTEAD, LLC SIGNATURE BANK NEWARK, NJ 07101-8084	CONTACT: ANGELA BALDWIN PHONE: 410-844-3906 EMAIL: ABALDWIN@BTRCAPITALGROUP.COM	RENT		\$701,000		\$701,000

K&G MEN'S COMPANY INC.

**WRITTEN CONSENT OF DIRECTORS
IN LIEU OF ANNUAL MEETING**

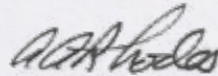
Pursuant to Section 141(f) of the General Corporation Law of the State of Delaware, the undersigned, being all of the directors of K&G Men's Company Inc., a Delaware corporation (the "Company"), and in lieu of the annual meeting of directors, the call and notice of which are hereby expressly waived, do hereby consent to the adoption of and adopt the resolutions set forth on Annex A attached hereto.

This consent may be executed in counterparts, each of which shall be deemed an original, and all of which taken together shall constitute one instrument. A copy of this consent signed and delivered by telecopy, facsimile or other electronic transmission shall be considered an original, executed consent.

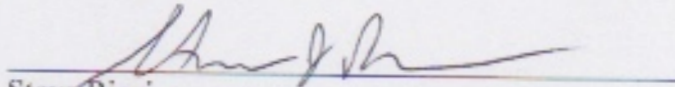
IN WITNESS WHEREOF, the undersigned has executed this consent effective as of

August 2, 2020

DIRECTORS:



A. Alexander Rhodes



Steve Ricci

Annex A**1. Election of Directors**

NOW, THEREFORE, BE IT RESOLVED, that each of the following persons is hereby elected to the offices of the Company set forth beside his or her name, to serve in accordance with the provisions of the by-laws of the Company and until his or her successor shall have been elected and shall have qualified:

<u>NAME</u>	<u>OFFICE</u>
Dinesh Lathi	Chief Executive Officer
Steve Ricci	President
Steven Staes	Chief Operating Officer & Divisional General Counsel
Jamie Bragg	Executive Vice President, Chief Supply Chain Officer
A. Alexander Rhodes	Executive Vice President and General Counsel
Boris Sherman	Executive Vice President, Chief Technology Officer
Michael Shane Smith	Executive Vice President, Chief Human Resources Officer
Carolyn Pollock	Senior Vice President, Chief Marketing Officer, Tailored Brands
Aidan Arney	Vice President, Corporate Tax
John Crenshaw	Vice President, Stores
Joseph Foley	Vice President, Real Estate
Francisco Fuentes	Vice President, Risk Management
Kim McIntosh	Vice President, Corporate Controller
Callie Parker	Vice President, Strategic Planning
Brianna Register	Vice President and General Merchandise Manager – Mens
Laura Ann Smith	Vice President, Assistant General Counsel - Corporate and Securities Law and Secretary
Marquita Underwood	Vice President and General Merchandise Manager – Ladies & Kids
John Vazquez	Vice President, Chief Accounting Officer and Treasurer

2. Restructuring Support Agreement

WHEREAS, the board of directors (the “Governing Body”) of K&G Men’s Company Inc. (the “Company”) has reviewed and considered (i) the recommendation by the Board of Directors of Tailored Brands, Inc. (the “Board”) and the authorized officers and representatives of Tailored Brands, Inc. (“Management”) that the Company enter into that certain restructuring support agreement (in such form as authorized and executed by any Authorized Officer (as defined below), with such authorization as evidenced by the execution and delivery by any such Authorized Signatory, the “Restructuring Support Agreement”), (ii) the presentations by the Advisors regarding the liabilities and liquidity of the Company, the strategic alternatives available to the Company, and the impact of the foregoing on the Company’s business, (iii) the information and advice previously provided to and reviewed by the Governing Body, the Board, and Management, and (iv) the related matters reported on at meetings of the Governing Body and the Board;

WHEREAS, the Governing Body has had the opportunity to consult with Management and the Board and the financial, restructuring, and legal advisors described in Section 4 herein (collectively, the “Advisors”) and fully consider each of the strategic alternatives available to the Company;

WHEREAS, Management is continuing to negotiate the Restructuring Support Agreement with the Company’s stakeholders, with the terms of such Restructuring Support Agreement to be substantially consistent with the terms set forth in the presentations by Management; and

WHEREAS, the Restructuring Support Agreement provides that it can be terminated if the Governing Body determines, after consulting with counsel, that proceeding with any of the restructuring transactions contemplated by the Restructuring Support Agreement would be inconsistent with applicable law or the Governing Body’s fiduciary duties.

NOW, THEREFORE, BE IT RESOLVED, that it is desirable and in the best interests the Company, its stakeholders, its creditors, and other parties in interest, to enter into the Restructuring Support Agreement, and that the Company’s performance of its obligations under the Restructuring Support Agreement, and all other exhibits, schedules, attachments, and ancillary documents or agreements related thereto, hereby is, in all respects, authorized and approved;

FURTHER RESOLVED, that Management is hereby authorized and directed to take all actions necessary or advisable to negotiate and finalize the Restructuring Support Agreement and, subject to receiving sufficient consents from the Consenting Term Loan Lenders (as defined in the Restructuring Support Agreement), enter into and perform under the Restructuring Support Agreement, and the restructuring contemplated thereunder; and

FURTHER RESOLVED, that the officers of the Company, including but not limited to the Chief Executive Officer, the President, any Vice President, the Treasurer, the Secretary or any Assistant Secretary of the Company and any other person designated by the Governing Body (collectively, the “Authorized Officers”) shall be, and each of them individually hereby is, authorized for and on behalf of the Company to take all actions (including, without limitation, to negotiate and execute any agreements, documents, certificates, supplemental agreements and instruments) necessary or advisable to finalize the Restructuring Support Agreement and, subject

to receiving sufficient consents from the Consenting Term Loan Lenders (as defined in the Restructuring Support Agreement), to enter into the Restructuring Support Agreement, and to perform all the transactions contemplated thereby, that in the judgment of the applicable Authorized Officers, are necessary or appropriate to effectuate and carry out the purposes and intent of the foregoing resolutions (such determination to be conclusively evidenced by the taking of such action or execution thereof).

3. Chapter 11 Filing

WHEREAS, the Governing Body has considered certain materials presented by Management and the Advisors, including, but not limited to, materials regarding the liabilities and obligations of the Company, its liquidity, strategic alternatives available to it, and the effect of the foregoing on the Company's business, and has had adequate opportunity to consult such persons regarding the materials presented, obtain additional information, and to fully consider each of the strategic alternatives available to the Company; and

WHEREAS, the Governing Body has had the opportunity to consult with Management, the Board, and the Advisors and consider each of the strategic alternatives available to the Company.

NOW, THEREFORE, BE IT RESOLVED, that in the judgment of the Governing Body, it is desirable and in the best interests of the Company, its creditors, and other parties in interest, that the Company shall be, and hereby is, authorized to file, or cause to be filed, a voluntary petition for relief (such voluntary petition, and the voluntary petitions to be filed by the Company's affiliates, collectively, the "Chapter 11 Cases") under the provisions of chapter 11 of title 11 of the United States Code (the "Bankruptcy Code") in the United States Bankruptcy Court for the Southern District of Texas (the "Bankruptcy Court") and any other petition for relief or recognition or other order that may be desirable under applicable law; and

FURTHER RESOLVED, that the Authorized Officers, acting alone or with one or more other Authorized Officers of the Company be, and each of them hereby is authorized, empowered, and directed to execute and file on behalf of the Company all petitions, schedules, lists, and other motions, objections, replies, applications, papers, or documents as necessary or advisable to commence the Chapter 11 Cases and obtain chapter 11 relief, and to take any and all actions that they deem necessary or proper to obtain such relief, including, without limitation, any action necessary to maintain the ordinary course operation of the Company's business.

4. Senior Secured Super-Priority Debtor-In-Possession Credit Agreement

WHEREAS, TAILORED BRANDS, INC., a Texas corporation, THE MEN'S WEARHOUSE, INC., a Texas corporation, as debtor and debtor-in-possession, each of the other U.S. Subsidiary Borrowers from time to time party thereto (each of the foregoing, individually, as a "U.S. Borrower" and, collectively, as the "U.S. Borrowers"), MOORES THE SUIT PEOPLE CORP., a Nova Scotia unlimited liability company (the "Canadian Borrower" and, together with the U.S. Borrowers, the "Borrowers"), the Canadian Guarantors from time to time party thereto, the Lenders from time to time party thereto, JPMORGAN CHASE BANK, N.A., as Administrative Agent ("U.S. Agent"), and JPMORGAN CHASE BANK, N.A. TORONTO BRANCH, as Canadian Administrative Agent ("Canadian Agent"; together with the U.S. Agent,

the “Agents”), propose to enter into that certain SENIOR SECURED SUPER-PRIORITY DEBTOR-IN-POSSESSION CREDIT AGREEMENT dated as of the date hereof (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “DIP Credit Agreement”);

WHEREAS, the obligation of the Lenders to make Loans to the Borrowers under the DIP Credit Agreement is subject to the Company having satisfied certain conditions described in the DIP Credit Agreement and the other Loan Documents (as defined below) to which it is a party;

WHEREAS, the DIP Credit Agreement requires the Company to guaranty and to grant a security interest to secure the obligations under the Loan Documents; and

WHEREAS, the Company will obtain benefits from the Loans made to the Borrowers under the DIP Credit Agreement.

NOW, THEREFORE, BE IT RESOLVED, that the form, terms and provisions of each of the instruments and documents listed below (collectively, the “Loan Documents”), substantially in the form received by the undersigned and the Company’s execution, delivery and performance of its obligations under the Loan Documents, including without limitation the grant of security interests under the Loan Documents, and, any borrowings or guaranty therewith, be, and hereby are, in all respects, approved:

- a) any promissory note executed by the Companies in connection with the DIP Credit Agreement;
- b) any fee letter in connection with the DIP Credit Agreement;
- c) any Collateral Document in connection with the DIP Credit Agreement;
- d) any intellectual property security agreement in connection with the DIP Credit Agreement;
- e) the Interim Order;
- f) the Final Order;
- g) the Intercreditor Agreement;
- h) the Intercompany Subordination Agreement;
- i) the Intercreditor Acknowledgement;
- j) any commitment letter in connection with the DIP Credit Agreement;
- k) any guarantee in connection with the DIP Credit Agreement;
- l) any assignment documents, security agreements, notices, financing statements, tax affidavits, and other instruments as the Agents and/or the Lenders may reasonably

request or as may be necessary or appropriate to create, preserve and perfect the Liens of Agents and/or the Lenders required pursuant to the Loan Documents to be created in the Collateral;

- m) agreements with third parties (including, without limitation, bank agency agreements, lockbox agreements, cash management agreements, hedge agreements, control agreements, landlord agreements, Collateral Access Agreements, bailee letters, and warehouse letters) relating to the Collateral; and
- n) such other Loan Documents (as defined in the DIP Credit Agreement), agreements, documents, Orders, pledges, powers of attorney, instruments, letters of credit, acknowledgements, statements, paper, certificates and other documents and instruments, including any interest rate swaps, caps, collars or similar hedging agreement and any financing statements (or amendments thereto) that may be contemplated by, or as may be required by or executed in connection with any of the Loan Documents.

FURTHER RESOLVED, that the Authorized Officers, acting alone or with one or more other Authorized Officers be, and hereby is, authorized and empowered to execute and deliver, and perform all of the obligations and the transactions contemplated under each of the Loan Documents in the name and on behalf of the Company, with such changes therein as shall be approved by the Authorized Officer executing the same, with such execution by said Authorized Officer to constitute conclusive evidence of his or her approval of the terms thereof, including any departures therein from the form presented to the Governing Body;

FURTHER RESOLVED, that any person dealing with an Authorized Officer may conclusively rely upon the authority of such Authorized Officer by the execution of a document or agreement;

FURTHER RESOLVED, that the Company will obtain benefits from the loans made to the Company under the DIP Credit Agreement and the other Loan Documents which are necessary and convenient to the conduct, promotion and attainment of the business of the Company;

FURTHER RESOLVED, that the incurrence by the Company of the borrowings and obligations under the Loan Documents is hereby authorized and approved in all respects and the transactions contemplated by the Loan Documents are approved in all respects;

FURTHER RESOLVED, that each of the Authorized Officers be, and hereby is, authorized and empowered to take all actions or to not take any action in the name of the Company with respect to the transactions contemplated by these resolutions as the sole shareholder or sole member, of each direct or indirect subsidiary of the Company, if any, whether existing now or in the future, in each case, as such Authorized Officer shall deem necessary or desirable in such Authorized Officer's reasonable business judgment, including without limitation the authorization of resolutions and agreements necessary to authorize the execution, delivery and performance pursuant to the DIP Credit Agreement or any of the Loan Documents (including certificates, affidavits, financing statements, notices, reaffirmations and amendments and restatements thereof

or relating thereto) as may be necessary or convenient to effectuate the purposes of the transactions contemplated herein;

FURTHER RESOLVED, that the Company be and it hereby is, authorized and directed to grant the Liens and security interests with respect to all or substantially all of its assets contemplated and as and when required by the Collateral Documents and the other Loan Documents in favor of the Agents and/or the Lenders to secure the Obligations (and any renewals, increases, extension for any period of rearrangement thereof) and to provide the guarantees contemplated in the Loan Documents;

FURTHER RESOLVED, that the Agents are authorized to file or record financing statements and other filing or recording documents or instruments with respect to the Collateral without the signature of the Company in such form and substance and in such offices as the Agents determine appropriate to continue to perfect the security interests of the Agents for the benefit of the Lenders under the DIP Credit Agreement and the other Loan Documents, as appropriate, and the Agents are authorized to use the collateral description “all or substantially all personal property assets of the Debtor, whether now existing or hereafter arising” or any similar description in any such financing statements;

FURTHER RESOLVED, that the Company be, and hereby is, authorized to guaranty the payment in full and performance of all Obligations, to the extent applicable, of its direct or indirect subsidiaries;

FURTHER RESOLVED, that any specific resolutions that may be required to have been adopted by the Company in connection with the actions contemplated by the foregoing resolutions be, and they hereby are, adopted, and the Authorized Officers of the Company be, and each of them acting alone hereby is authorized to certify as to the adoption of any and all such resolutions and attach such resolutions hereto;

FURTHER RESOLVED, that the omission from these resolutions of any agreement, document or other arrangement contemplated by any of the agreements, documents or instruments described in the foregoing resolutions or any action to be taken in accordance with any requirement of any of the agreements, documents, or instruments described in the foregoing resolutions shall in no manner derogate from the authority of the Authorized Officers, or any officer of the Company acting at their direction, to take all actions necessary, desirable, advisable or appropriate to consummate, effectuate carry out or further the transactions contemplated by, and the intent and purposes of, the foregoing resolutions;

FURTHER RESOLVED, that each of the Authorized Officers be, and hereby is, authorized and empowered to take all such further actions including, without limitation, to pay all fees, (including without limitation, the fees under the Fee Letters and expenses in accordance with the terms of the Loan Documents), to arrange for and enter into supplemental agreements, instruments, amendments, amendment and restatements, modifications, renewals, replacements, consolidations, substitutions, extensions, certificates or documents relating to the transactions contemplated by any of the Loan Documents and to execute and deliver all such supplemental agreements, instruments, amendments, amendment and restatements, modifications, renewals, replacements, consolidations, substitutions, extensions, certificates or documents in the name and

on behalf of the Company, which shall in their sole judgment be necessary, proper or advisable in order to perform the Company's obligations under or in connection with any of the Loan Documents and the transactions contemplated therein, and to carry out fully the intent of the foregoing resolution. The performance of any such further act and the execution of any such document or instrument by any of the aforesaid Authorized Officers of the Company pursuant to these resolutions shall be conclusive evidence that the same have been authorized and approved by the Company in every respect;

FURTHER RESOLVED, that all acts and actions taken by any Authorized Officer prior to the date hereof with respect to the transactions contemplated by the Loan Documents (as defined in the DIP Credit Agreement), and any and all agreements, instruments, certificates or documents heretofore executed be, and hereby are, in all respects confirmed, approved and ratified; and

FURTHER RESOLVED, that all initially capitalized terms used in the resolutions under the caption "SENIOR SECURED SUPER-PRIORITY DEBTOR-IN-POSSESSION CREDIT AGREEMENT" and otherwise without definition shall have the meanings ascribed to them in the DIP Credit Agreement.

5. Retention of Professionals

NOW, THEREFORE, BE IT RESOLVED that each of the Authorized Officers be, and they hereby are, authorized and directed to employ the following professionals on behalf of the Company: (i) the law firm of Kirkland & Ellis LLP and Kirkland & Ellis International LLP, as general bankruptcy counsel, (ii) the law firm of Jackson Walker L.L.P., as co-bankruptcy counsel, (iii) the law firm of Stikeman Elliot LLP, as co-bankruptcy counsel, (iv) the law firm of Mourant Ozannes, as co-bankruptcy counsel, (v) PJT Partners LP, as financial advisor, (vi) AlixPartners, LLP, as restructuring advisor, (vii) Prime Clerk LLC, as notice and claims agent, (viii) A&G Realty Partners, LLC, as a real estate consultant and advisor, and (ix) any other legal counsels, accountants, financial advisors, restructuring advisors or other professionals the Authorized Officers deem necessary, appropriate or advisable; each to represent and assist the Company in carrying out its duties and responsibilities and exercising its rights under the Bankruptcy Code and applicable law (including, but not limited to, the law firms filing any pleadings and responses); and in connection therewith, each of the Authorized Officers be, and hereby is authorized, empowered and directed, in accordance with the terms and conditions hereof, to execute appropriate retention agreements and to cause to be filed appropriate applications for authority to reach such services; and

FURTHER RESOLVED, that all acts and deeds previously performed by any of the officers of the Authorized Officers, as may be applicable, prior to the adoption of the foregoing recitals and resolutions that are within the authority conferred by the foregoing recitals and resolutions, are hereby ratified, confirmed and approved in all respects as the authorized acts and deeds of the Authorized Officers, as the case may be.

6. General

NOW, THEREFORE, BE IT RESOLVED, that in addition to the specific authorizations heretofore conferred upon the Authorized Officers, each of the Authorized Officers (and their

designees and delegates) be, and they hereby are, authorized and empowered, in the name of and on behalf of the Company, to take or cause to be taken any and all such other and further action to: execute, acknowledge, deliver, and file any and all such agreements, certificates, instruments, and other documents; and pay all expenses, including but not limited to filing fees, in each case as in such officer's or officers' judgment, shall be necessary, advisable, or desirable to fully carry out the intent and accomplish the purposes of the resolutions adopted herein;

FURTHER RESOLVED, that the Governing Body has received sufficient notice of the actions and transactions relating to the matters contemplated by the foregoing resolutions, as may be required by the organizational documents of the Company, or hereby waive any right to have received such notice;

FURTHER RESOLVED, that all acts, actions and transactions relating to the matters contemplated by the foregoing resolutions done in the name of and on behalf of the Company, which acts would have been approved by the foregoing resolutions except that such acts were taken before the adoption of these resolutions, are hereby in all respects approved and ratified as the true acts and deeds of the Company with the same force and effect as if each such act, transaction, agreement or certificate has been specifically authorized in advance by resolution of the Governing Body; and

FURTHER RESOLVED, that each of the Authorized Officers (and their designees and delegates) be and hereby is authorized and empowered to take all actions or to not take any action in the name of the Company with respect to the transactions contemplated by these resolutions hereunder, as such Authorized Officers shall deem necessary or desirable in such Authorized Officer's reasonable judgment as may be necessary or convenient to effectuate the purposes of the transactions contemplated herein.

Fill in this information to identify the case and this filing:	
Debtor Name	K&G Men's Company Inc.
United States Bankruptcy Court for the:	Southern District of Texas
Case number (If known):	(State)

Official Form 202**Declaration Under Penalty of Perjury for Non-Individual Debtors**

12/15

An individual who is authorized to act on behalf of a non-individual debtor, such as a corporation or partnership, must sign and submit this form for the schedules of assets and liabilities, any other document that requires a declaration that is not included in the document, and any amendments of those documents. This form must state the individual's position or relationship to the debtor, the identity of the document, and the date. Bankruptcy Rules 1008 and 9011.

WARNING -- Bankruptcy fraud is a serious crime. Making a false statement, concealing property, or obtaining money or property by fraud in connection with a bankruptcy case can result in fines up to \$500,000 or imprisonment for up to 20 years, or both. 18 U.S.C. §§ 152, 1341, 1519, and 3571.

Declaration and signature

I am the president, another officer, or an authorized agent of the corporation; a member or an authorized agent of the partnership; or another individual serving as a representative of the debtor in this case.

I have examined the information in the documents checked below and I have a reasonable belief that the information is true and correct:

- ☐ *Schedule A/B: Assets-Real and Personal Property (Official Form 206A/B)*
- ☐ *Schedule D: Creditors Who Have Claims Secured by Property (Official Form 206D)*
- ☐ *Schedule E/F: Creditors Who Have Unsecured Claims (Official Form 206E/F)*
- ☐ *Schedule G: Executory Contracts and Unexpired Leases (Official Form 206G)*
- ☐ *Schedule H: Codebtors (Official Form 206H)*
- ☐ *Summary of Assets and Liabilities for Non-Individuals (Official Form 206Sum)*
- ☐ *Amended Schedule*
- ☒ *Chapter 11 or Chapter 9 Cases: List of Creditors Who Have the 30 Largest Unsecured Claims and Are Not Insiders (Official Form 204)*
- ☒ Other document that requires a declaration **List of Equity Security Holders and Corporate Ownership Statement**

I declare under penalty of perjury that the foregoing is true and correct.

Executed on

08/02/2020

MM/ DD/YYYY

**/s/ Holly Etlin**

Signature of individual signing on behalf of debtor

Holly Etlin

Printed name

Chief Restructuring Officer

Position or relationship to debtor

TAB E

Voluntary Petition of Moores Retail Group Corp.

Fill in this information to identify the case:

United States Bankruptcy Court for the:

Southern District of Texas

(State)

Case number (if known):

Chapter

11☐ Check if this is an amended filing**Official Form 201****Voluntary Petition for Non-Individuals Filing for Bankruptcy**

04/20

If more space is needed, attach a separate sheet to this form. On the top of any additional pages, write the debtor's name and the case number (if known). For more information, a separate document, *Instructions for Bankruptcy Forms for Non-Individuals*, is available.

1. Debtor's Name Moores Retail Group Corp.

2. All other names debtor used in the last 8 years Moores Retail Group Inc.

Include any assumed names, trade names, and *doing business as* names

3. Debtor's federal Employer Identification Number (EIN) 894382464RC

4. Debtor's address

Principal place of business	Mailing address, if different from principal place of business
------------------------------------	---

6100 Stevenson Boulevard

Number Street

Number Street

P.O. Box

Fremont, California 94538

City State Zip Code

City State Zip Code

Location of principal assets, if different from principal place of business

Alameda County

County

Number Street

City State Zip Code

5. Debtor's website (URL) https://www.tailoredbrands.com/

6. Type of debtor

☒ Corporation (including Limited Liability Company (LLC) and Limited Liability Partnership (LLP))

☐ Partnership (excluding LLP)

☐ Other. Specify: _____

Debtor Moore's Retail Group Corp.
Name

Case number (if known) _____

7. Describe debtor's business*A. Check One:*

- ☐ Health Care Business (as defined in 11 U.S.C. § 101(27A))
- ☐ Single Asset Real Estate (as defined in 11 U.S.C. § 101(51B))
- ☐ Railroad (as defined in 11 U.S.C. § 101(44))
- ☐ Stockbroker (as defined in 11 U.S.C. § 101(53A))
- ☐ Commodity Broker (as defined in 11 U.S.C. § 101(6))
- ☐ Clearing Bank (as defined in 11 U.S.C. § 781(3))
- ☒ None of the above

B. Check all that apply:

- ☐ Tax-exempt entity (as described in 26 U.S.C. § 501)
- ☐ Investment company, including hedge fund or pooled investment vehicle (as defined in 15 U.S.C. § 80a-3)
- ☐ Investment advisor (as defined in 15 U.S.C. § 80b-2(a)(11))

C. NAICS (North American Industry Classification System) 4-digit code that best describes debtor. See <http://www.uscourts.gov/four-digit-national-association-naics-codes>.
4481 (Clothing Stores)

8. Under which chapter of the Bankruptcy Code is the debtor filing?*Check One:*

- ☐ Chapter 7
- ☐ Chapter 9
- ☒ Chapter 11. *Check all that apply:*

A debtor who is a "small business debtor" must check the first sub-box. A debtor as defined in § 1182(1) who elects to proceed under subchapter V of chapter 11 (whether or not the debtor is a "small business debtor") must check the second sub-box.

- ☐ The debtor is a small business debtor as defined in 11 U.S.C. § 101(51D), and its aggregate noncontingent liquidated debts (excluding debts owed to insiders or affiliates) are less than \$2,725,625. If this sub-box is selected, attach the most recent balance sheet, statement of operations, cash-flow statement, and federal income tax return or if any of these documents do not exist, follow the procedure in 11 U.S.C. § 1116(1)(B).
- ☐ The debtor is a debtor as defined in 11 U.S.C. § 1182(1). Its aggregate noncontingent liquidated debts (excluding debts owed to insiders or affiliates) are less than \$7,500,000 **and it chooses to proceed under Subchapter V of Chapter 11.** If this sub-box is selected, attach the most recent balance sheet, statement of operations, cash-flow statement, and federal income tax return or if any of these documents do not exist, follow the procedure in 11 U.S.C. § 1116(1)(B).
- ☐ A plan is being filed with this petition.
- ☐ Acceptances of the plan were solicited prepetition from one or more classes of creditors, in accordance with 11 U.S.C. § 1126(b).
- ☒ The debtor is required to file periodic reports (for example, 10K and 10Q) with the Securities and Exchange Commission according to § 13 or 15(d) of the Securities Exchange Act of 1934. File the *Attachment to Voluntary Petition for Non-Individuals Filing for Bankruptcy under Chapter 11* (Official Form 201A) with this form.
- ☐ The debtor is a shell company as defined in the Securities Exchange Act of 1934 Rule 12b-2.

☐ Chapter 12**9. Were prior bankruptcy cases filed by or against the debtor within the last 8 years?**

☒ No District _____ When _____ Case number _____

☐ Yes. District _____ When _____ Case number _____

Debtor Moore's Retail Group Corp.
Name

Case number (if known) _____

10. Are any bankruptcy cases pending or being filed by a business partner or an affiliate of the debtor?☐ No☒ Yes.

Debtor

See Rider 1

Relationship

Affiliate

List all cases. If more than 1, attach a separate list.

District

Southern District of Texas

When

08/02/2020

MM / DD / YYYY

Case number, if known

11. Why is the case filed in this district?*Check all that apply:*☐ Debtor has had its domicile, principal place of business, or principal assets in this district for 180 days immediately preceding the date of this petition or for a longer part of such 180 days than in any other district.☒ A bankruptcy case concerning debtor's affiliate, general partner, or partnership is pending in this district.**12. Does the debtor own or have possession of any real property or personal property that needs immediate attention?**☒ No.☐ Yes. Answer below for each property that needs immediate attention. Attach additional sheets if needed.**Why does the property need immediate attention? (Check all that apply.)**☐ It poses or is alleged to pose a threat of imminent and identifiable hazard to public health or safety.

What is the hazard?

☐ It needs to be physically secured or protected from the weather.☐ It includes perishable goods or assets that could quickly deteriorate or lose value without attention (for example, livestock, seasonal goods, meat, dairy, produce, or securities-related assets or other options).☐ Other**Where is the property?**

Number Street

City

State

Zip Code

Is the property insured?☐ No☐ Yes. Insurance agency

Contact name

Phone

Statistical and administrative information**13. Debtor's estimation of available funds***Check one:*☒ Funds will be available for distribution to unsecured creditors.☐ After any administrative expenses are paid, no funds will be available for distribution to unsecured creditors.**14. Estimated number of creditors¹**☐ 1-49☐ 1,000-5,000☒ 25,001-50,000☐ 50-99☐ 5,001-10,000☐ 50,001-100,000☐ 100-199☐ 10,001-25,000☐ More than 100,000☐ 200-999¹ The Debtors' estimated assets, liabilities, and number of creditors noted here are provided on a consolidated basis.

Debtor Moore's Retail Group Corp. Case number (if known) _____
 Name

15. Estimated assets

☐ \$0-\$50,000	☐ \$1,000,001-\$10 million	☐ \$500,000,001-\$1 billion
☐ \$50,001-\$100,000	☐ \$10,000,001-\$50 million	☒ \$1,000,000,001-\$10 billion
☐ \$100,001-\$500,000	☐ \$50,000,001-\$100 million	☐ \$10,000,000,001-\$50 billion
☐ \$500,001-\$1 million	☐ \$100,000,001-\$500 million	☐ More than \$50 billion

16. Estimated liabilities

☐ \$0-\$50,000	☐ \$1,000,001-\$10 million	☐ \$500,000,001-\$1 billion
☐ \$50,001-\$100,000	☐ \$10,000,001-\$50 million	☒ \$1,000,000,001-\$10 billion
☐ \$100,001-\$500,000	☐ \$50,000,001-\$100 million	☐ \$10,000,000,001-\$50 billion
☐ \$500,001-\$1 million	☐ \$100,000,001-\$500 million	☐ More than \$50 billion

Request for Relief, Declaration, and Signatures

WARNING -- Bankruptcy fraud is a serious crime. Making a false statement in connection with a bankruptcy case can result in fines up to \$500,000 or imprisonment for up to 20 years, or both. 18 U.S.C. §§ 152, 1341, 1519, and 3571.

17. Declaration and signature of authorized representative of debtor

The debtor requests relief in accordance with the chapter of title 11, United States Code, specified in this petition.

I have been authorized to file this petition on behalf of the debtor.

I have examined the information in this petition 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 08/02/2020
 MM/ DD / YYYY

X

/s/ Holly Etlin

Holly Etlin

Signature of authorized representative of debtor

Printed name

Title Chief Restructuring Officer

18. Signature of attorney

X

/s/ Matthew D. Cavanaugh

Date

08/02/2020

Signature of attorney for debtor

MM/ DD/YYYY

Matthew D. Cavanaugh

Printed name

Jackson Walker L.L.P.

Firm name

1401 McKinney Street, Suite 1900

Number

Street

Houston

City

Texas

State

77010

ZIP Code

(713) 752-4200

Contact phone

mcavanaugh@jw.com

Email address

24062656

Bar number

Texas

State

Fill in this information to identify the case:

United States Bankruptcy Court for the:

Southern District of Texas

(State)

Case number (if known):

Chapter

11

☐ Check if this is an amended filing**Rider 1****Pending Bankruptcy Cases Filed by the Debtor and Affiliates of the Debtor**

On the date hereof, each of the entities listed below (collectively, the "Debtors") filed a petition in the United States Bankruptcy Court for the Southern District of Texas for relief under chapter 11 of title 11 of the United States Code. The Debtors have moved for joint administration of these cases under the case number assigned to the chapter 11 case of Tailored Brands, Inc.

Tailored Brands, Inc.
JA Apparel Corp.
Jos. A. Bank Clothiers, Inc.
Joseph Abboud Manufacturing Corp.
K&G Men's Company Inc.
Moore's Retail Group Corp.
Moore's The Suit People Corp.
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 Holding Limited
The Joseph A. Bank Mfg. Co., Inc.
The Men's Wearhouse, Inc.
TMW Merchants LLC

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

In re:

MOORES RETAIL GROUP CORP.,

Debtor.

)
) Chapter 11
)
) Case No. 20-[•] ([•])
)
)
)

LIST OF EQUITY SECURITY HOLDERS¹

Debtor	Equity Holders	Address of Equity Holder	Percentage of Equity Held
Moore's Retail Group Corp.	TB UK Holding Limited	6100 Stevenson Boulevard Fremont, California 94538	100%

¹ This list reflects holders of five percent or more of Tailored Brands, Inc.'s common stock. This list serves as the disclosure required to be made by the debtor pursuant to rule 1007 of the Federal Rules of Bankruptcy Procedure. All equity positions listed are as of the date of commencement of the chapter 11 case. By the *Debtors' Emergency Motion for Entry of an Order (I) Authorizing the Debtors to File a Consolidated List of Creditors and a Consolidated List of the 30 Largest Unsecured Creditors, (II) Waiving the Requirement to File a List of Equity Security Holders, (III) Authorizing the Debtors to Redact Certain Personal Identification Information, (IV) Approving the Form and Manner of Notifying Creditors of the Commencement of the Chapter 11 Cases and Other Information, and (V) Granting Related Relief* filed contemporaneously herewith, the debtor is requesting a waiver of the requirement under rule 1007 to file a list of all of its equity security holders.

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

In re: MOORES RETAIL GROUP CORP., Debtor.	)))))))	Chapter 11 Case No. 20-[●] ([●])
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CORPORATE OWNERSHIP STATEMENT

Pursuant to rules 1007(a)(1) and 7007.1 of the Federal Rules of Bankruptcy Procedure, the following are corporations, other than a government unit, that directly or indirectly own 10% or more of any class of the debtor's equity interest:

Shareholder	Approximate Percentage of Shares Held
TB UK Holding Limited	100%

Fill in this information to identify the case:Debtor name Tailored Brands, Inc., et al.United States Bankruptcy Court for the: Southern District of Texas

Case number (If known): _____ (State)

☐ Check if this is an amended filing**Official Form 204****Chapter 11 or Chapter 9 Cases: List of Creditors Who Have the 30 Largest Unsecured Claims and Are Not Insiders**

12/15

A list of creditors holding the 30 largest unsecured claims must be filed in a Chapter 11 or Chapter 9 case. Include claims which the debtor disputes. Do not include claims by any person or entity who is an *insider*, as defined in 11 U.S.C. § 101(31). Also, do not include claims by secured creditors, unless the unsecured claim resulting from inadequate collateral value places the creditor among the holders of the 30 largest unsecured claims.

	Name of creditor and complete mailing address, including zip code	Name, telephone number and email address of creditor contact	Nature of claim (for example, trade debts, bank loans, professional services, and government contracts)	Indicate if claim is contingent, unliquidated, or disputed	Amount of claim		
					If the claim is fully unsecured, fill in only unsecured claim amount. If claim is partially secured, fill in total claim amount and deduction for value of collateral or setoff to calculate unsecured claim.		
					Total claim, if partially secured	Deduction for value of collateral or setoff [1]	Unsecured Claim
1	BANK OF NEW YORK MELLON TRUST COMPANY, N.A. 601 TRAVIS ST, 16TH FLOOR HOUSTON, TX 77002	CONTACT: LISA MCCANTS PHONE: 713-483-6752 EMAIL: LISA.MCCANTS@BNYMELLON.COM	SENIOR NOTES DUE 2022		\$179,916,000		\$179,916,000
2	ICON INTERNATIONAL INC LOCKBOX SERVICES 1487 DEPT 1487 350 N ORLEANS STREET STE 800 CHICAGO, IL 60654-1529	CONTACT: KATHLEEN CHOMIENNE PHONE: 203-388-1442 EMAIL: KCHOMIENNE@ICONINTERNATIONAL.COM	TRADE DEBTS		\$8,214,000		\$8,214,000
3	PEERLESS CLOTHING INC. 200 INDUSTRIAL PARK RD. SAINT ALBANS, VT 05478-1873	CONTACT: JOHN TIGHE PHONE: 469-500-8839 EMAIL: JOHNT@PEERLESS-CLOTHING.COM	TRADE DEBTS		\$8,115,000		\$8,115,000
4	ADOBE SYSTEMS INC 29322 NETWORK PLACE CHICAGO, IL 60673-1293	CONTACT: JEFFEREY YOUNG PHONE: 385-345-2280 EMAIL: JYOUNG@ADOBE.COM	TRADE DEBTS		\$7,047,000		\$7,047,000
5	WH BUYER, LLC DBA WHP GLOBAL 333 S GRAND AVENUE 28TH FLOOR LOS ANGELES, CA 90071	CONTACT: STEPHEN CONWELL PHONE: 646-518-8499 EMAIL: SCONWELL@WHP-GLOBAL.COM	ROYALTIES		\$5,781,000		\$5,781,000
6	ENGIE INSIGHT 1313 NORTH ATLANTIC, SUITE 5000 SPOKANE, WA 99201-2330	CONTACT: RICHARD COOMBE PHONE: 480-625-5055 EMAIL: RICHARD.COOMBE@ENGIE.COM	TRADE DEBTS		\$4,966,000		\$4,966,000

¹ The Debtors reserve the right to assert setoff and other rights with respect to any of the claims listed herein.

	Name of creditor and complete mailing address, including zip code	Name, telephone number and email address of creditor contact	Nature of claim (for example, trade debts, bank loans, professional services, and government contracts)	Indicate if claim is contingent, unliquidated, or disputed	Amount of claim If the claim is fully unsecured, fill in only unsecured claim amount. If claim is partially secured, fill in total claim amount and deduction for value of collateral or setoff to calculate unsecured claim.		
					Total claim, if partially secured	Deduction for value of collateral or setoff [1]	Unsecured Claim
7	MCKINSEY & COMPANY, INC. 3 WORLD TRADE CENTER 175 GREENWICH STREET NEW YORK, NY 10007	CONTACT: GENERAL COUNSEL OFFICE PHONE: 212-415-5372 EMAIL: KILLIAN_NOLAN@MCKINSEY.COM	PROFESSIONAL SERVICES		\$3,500,000		\$3,500,000
8	DAVID'S BRIDAL, INC. 1001 WASHINGTON ST. ASF MONTHLY INSTALLMENT CONSHOHOCKEN, PA 19428	CONTACT: JIM MARCUM PHONE: 603-455-5650 EMAIL: JMARCUM@DBI.COM	ROYALTIES		\$3,490,000		\$3,490,000
9	FLOW FORMAL ALLIANCE, LLC P.O. BOX 842683 BOSTON, MA 02284-2683	CONTACT: JEFF WEINTRAUB PHONE: 561-504-1846 EMAIL: LJTHEALIEN@AOL.COM	TRADE DEBTS		\$3,203,000		\$3,203,000
10	PRODUCTOS TEXTILES 800 METROS CARRETERA A LA JUTOSA, ZONA LIBRE INHDELVA CHOLOMA CORTEZ, HND	CONTACT: JACOBO KATTAN PHONE: 50499785004 EMAIL: JACOBO.KATTAN@PROTEXSA.HN	TRADE DEBTS		\$2,786,000		\$2,786,000
11	PHILLIPS VAN HEUSEN CORP P.O. BOX 532513 ATLANTA, GA 30353-2513	CONTACT: ANN RALKO PHONE: 908-332-4698 EMAIL: ANN.RALKO@PVH.COM	TRADE DEBTS		\$2,668,000		\$2,668,000
12	VETEMENTS PEERLESS CLOTHING 8888 BOUL PIE 1X MONTREAL, QC H1Z 4J5 CAN	CONTACT: JOHN TIGHE PHONE: 469-500-8839 EMAIL: JOHNT@PEERLESS-CLOTHING.COM	TRADE DEBTS		\$2,224,000		\$2,224,000
13	GOOGLE, INC. DEPT 33654 P.O. BOX 39000 SAN FRANCISCO, CA 94139	CONTACT: RICH JONES PHONE: 650-862-1371 EMAIL: RJONES@GOOGLE.COM	TRADE DEBTS		\$1,841,000		\$1,841,000
14	LAGUNA CLOTHING(MAURITIUS)LTD BOUNDARY ROAD QUATRE BORNES, MUS	CONTACT: ERIC DORCHIES PHONE: 23054233500 EMAIL: EDORCHIES@AQUARELLE-CLOTHING.COM	TRADE DEBTS		\$1,630,000		\$1,630,000
15	TOP GENUINE, LLC PO BOX 50001 PASADENA, CA 91105	CONTACT: RAY TOLLES PHONE: 213-479-3000 EMAIL: RAY.TOLLES@GMAIL.COM	TRADE DEBTS		\$1,567,000		\$1,567,000
16	KENNETH COLE PRODUCTION/ROYALTIES/ADVE RT 400 PLAZA DRIVE SECAUCUS, NJ 07094	CONTACT: KENNETH COLE PHONE: 914-806-2323 EMAIL: KENNETH@KENNETHCOLE.COM	ROYALTIES		\$1,464,000		\$1,464,000
17	CASS INFORMATION SYSTEMS INC. P.O. BOX 17617 ST.LOUIS, MO 63178	CONTACT: DEREK PANO PHONE: 978-323-6567 EMAIL: DAPANO@CASSINFO.COM	TRADE DEBTS		\$1,461,000		\$1,461,000
18	AT&T P.O. BOX 5019 CAROL STREAM, IL 60197-5019	CONTACT: CHARLES KEETON PHONE: 281-797-1882 EMAIL: CK6861@ATT.COM	UTILITY		\$1,361,000		\$1,361,000

	Name of creditor and complete mailing address, including zip code	Name, telephone number and email address of creditor contact	Nature of claim (for example, trade debts, bank loans, professional services, and government contracts)	Indicate if claim is contingent, unliquidated, or disputed	Amount of claim If the claim is fully unsecured, fill in only unsecured claim amount. If claim is partially secured, fill in total claim amount and deduction for value of collateral or setoff to calculate unsecured claim.		
					Total claim, if partially secured	Deduction for value of collateral or setoff [1]	Unsecured Claim
19	PT UNGARAN SARI GARMENTS KUNINGAN CITY (AXA TOWER), 41ST FLOOR JL. PROF. DR.SATRIO JAKARTA, 12940 IND	CONTACT: MANISH VIRMANI PHONE: 628111045222 EMAIL: MANISH.VIRMANI@BUSANAGROUP.COM	TRADE DEBTS		\$1,205,000		\$1,205,000
20	JIANGSU SUNSHINE CO. LTD./ FABRIC WIRE XINQIAO TOWN, UIANGYIN CITY JIANGSU PROVINCE 214426, CHN	CONTACT: LIPING PHONE: 760-224-7532 EMAIL: LIPINGHECN@YAHOO.COM	TRADE DEBTS		\$914,000		\$914,000
21	HCL TECHNOLOGIES LTD 806 SIDDHARTH 96 NEHRU PLACE NEW DEHLI, 110-0119 IND	CONTACT: TRACY DECICCO PHONE: 303-570-3801 EMAIL: TRACY.DECICCO@HCL.COM	TRADE DEBTS		\$875,000		\$875,000
22	STAPLES PO BOX 70242 PHILADELPHIA, PA 19176-0242	PHONE: 877-826-7755	TRADE DEBTS		\$823,000		\$823,000
23	CT CORPORATION PO BOX 4349 CAROL STREAM, IL 60197-4349	CONTACT: BONNUS SMITH PHONE: 713-882-8566 EMAIL: BONNIE.SMITH@WOLTERSKLUWER.COM	TRADE DEBTS		\$812,000		\$812,000
24	FABIAN COUTURE GROUP 205C CHUBB AVENUE LYNDHURST, NJ 07071	CONTACT: ALLAN WEISS PHONE: 201-248-3562 EMAIL: AAJWEISS@AOL.COM	TRADE DEBTS		\$805,000		\$805,000
25	FLORSHEIM SHOE CO. 7734 SOLUTION CENTER CHICAGO, IL 60677-7007	CONTACT: JOHN FLORSHEIM PHONE: 414-908-1889 EMAIL: JFLORSHEIM@WEYCOGROUP.COM	TRADE DEBTS		\$784,000		\$784,000
26	CAULFEILD APPAREL GROUP LTD 1400 WHITEHORSE RD TORONTO, ON M3J3A7 CAN	CONTACT: MARIO TOMEI PHONE: 416-720-5984 EMAIL: MARIOT@CAULFEILD	TRADE DEBTS		\$782,000		\$782,000
27	TRANSPACIFIC INC. C/O TRANSPACIFIC P.O. BOX 75359 CHICAGO, IL 60675-5359	CONTACT: NING ZHOA PHONE: 917-886-9518 EMAIL: NING@MORETTISHOE.COM	TRADE DEBTS		\$776,000		\$776,000
28	MM FASHION AND DESIGN INC 9202 CHARLES SMITH AVENUE RANCHO CUCAMONGA, CA 91730	CONTACT: ANGEL MARTINEZ PHONE: 909-720-8661 EMAIL: ANGEL@MMFASHIONINC.COM	TRADE DEBTS		\$742,000		\$742,000
29	BLDG MANAGEMENT CO., INC. / 7101 417 FIFTH AVENUE, 4TH FLOOR NEW YORK, NY 10016	CONTACT: SARA FONTANET PHONE: 212-624-4337 EMAIL: SFONTANET@BLDG.COM	RENT		\$703,000		\$703,000
30	SITUS ASSET MANAGEMENT, LLC / #220 C/O BTR HAMPSTEAD, LLC SIGNATURE BANK NEWARK, NJ 07101-8084	CONTACT: ANGELA BALDWIN PHONE: 410-844-3906 EMAIL: ABALDWIN@BTRCAPITALGROUP.COM	RENT		\$701,000		\$701,000

DIRECTORS' RESOLUTION
MOORES RETAIL GROUP CORP.
GROUPE DE DÉTAIL MOORES CORP.
(the "Company")
AUGUST 2, 2020

Pursuant to the *Companies Act* (Nova Scotia), all of the directors of the Company, by signing the foot hereof, adopt the following resolutions and by so doing render the same as valid and effectual as if they had been passed at a meeting of directors duly called and constituted.

I. ANNUAL MEETING MATTERS

NOW, THEREFORE, BE IT RESOLVED, that the financial statements for the Company for the fiscal year ending February 1, 2020 be and the same are hereby approved and adopted; and

FURTHER RESOLVED, that the following persons are appointed or reappointed as officers of the Company, to hold the office set out beside his or her name, to serve in accordance with the by-laws of the Company and until his or her successor shall be elected:

Dinesh Lathi	President and Chief Executive Officer
A. Alexander Rhodes	Executive Vice President and General Counsel
Aidan Arney	Vice President, Corporate Tax
Joe Foley	Vice President, Real Estate
Francisco Fuentes	Vice President, Risk Management
Laura Ann Smith	Vice President, Assistant General Counsel - Corporate and Securities Law and Secretary
John Vazquez	Vice President, Chief Accounting Officer and Treasurer

And C. Paul W. Smith is appointed as assistant secretary of the Company with authority restricted to signing and filing annual corporate returns and business name renewals in Canada.

II. RESTRUCTURING SUPPORT AGREEMENT

WHEREAS, the board of directors (the "Governing Body") of the Company has reviewed and considered (i) the recommendation by the Board of Directors of Tailored Brands, Inc. (the "Board") and the authorized officers and representatives of Tailored Brands, Inc. ("Management") that the Company enter into that certain restructuring support agreement (in such form as authorized and executed by any Authorized Officer (as defined below), with such authorization as evidenced by the execution and delivery by any such Authorized Signatory, the "Restructuring Support Agreement"), (ii) the presentations by the Advisors regarding the liabilities and liquidity of the Company, the strategic alternatives available to the Company, and the impact of the foregoing on the Company's business, (iii) the information and advice previously provided to and reviewed by the Governing Body, the Board, and Management, and (iv) the related matters reported on at meetings of the Governing Body and the Board;

WHEREAS, the Governing Body has had the opportunity to consult with Management and the Board and the financial, restructuring, and legal advisors described in Section 4 herein (collectively, the “Advisors”) and fully consider each of the strategic alternatives available to the Company;

WHEREAS, Management is continuing to negotiate the Restructuring Support Agreement with the Company’s stakeholders, with the terms of such Restructuring Support Agreement to be substantially consistent with the terms set forth in the presentations by Management; and

WHEREAS, the Restructuring Support Agreement provides that it can be terminated if the Governing Body determines, after consulting with counsel, that proceeding with any of the restructuring transactions contemplated by the Restructuring Support Agreement would be inconsistent with applicable law or the Governing Body’s fiduciary duties.

NOW, THEREFORE, BE IT RESOLVED, that it is desirable and in the best interests the Company, its stakeholders, its creditors, and other parties in interest, to enter into the Restructuring Support Agreement, and that the Company’s performance of its obligations under the Restructuring Support Agreement, and all other exhibits, schedules, attachments, and ancillary documents or agreements related thereto, hereby is, in all respects, authorized and approved;

FURTHER RESOLVED, that Management is hereby authorized and directed to take all actions necessary or advisable to negotiate and finalize the Restructuring Support Agreement and, subject to receiving sufficient consents from the Consenting Term Loan Lenders (as defined in the Restructuring Support Agreement), enter into and perform under the Restructuring Support Agreement, and the restructuring contemplated thereunder; and

FURTHER RESOLVED, that the officers of the Company, including but not limited to the President and Chief Executive Officer, any Vice President, the Treasurer, the Secretary or any Assistant Secretary of the Company and any other person designated by the Governing Body (collectively, the “Authorized Officers”) shall be, and each of them individually hereby is, authorized for and on behalf of the Company to take all actions (including, without limitation, to negotiate and execute any agreements, documents, certificates, supplemental agreements and instruments) necessary or advisable to finalize the Restructuring Support Agreement and, subject to receiving sufficient consents from the Consenting Term Loan Lenders (as defined in the Restructuring Support Agreement), to enter into the Restructuring Support Agreement, and to perform all the transactions contemplated thereby, that in the judgment of the applicable Authorized Officers, are necessary or appropriate to effectuate and carry out the purposes and intent of the foregoing resolutions (such determination to be conclusively evidenced by the taking of such action or execution thereof).

III. CHAPTER 11 FILING

WHEREAS, the Governing Body has considered certain materials presented by Management and the Advisors, including, but not limited to, materials regarding the liabilities and obligations of the Company, its liquidity, strategic alternatives available to it, and the effect of the foregoing on the Company’s business, and has had adequate opportunity to consult such persons

regarding the materials presented, obtain additional information, and to fully consider each of the strategic alternatives available to the Company; and

WHEREAS, the Governing Body has had the opportunity to consult with Management, the Board, and the Advisors and consider each of the strategic alternatives available to the Company.

NOW, THEREFORE, BE IT RESOLVED, that in the judgment of the Governing Body, it is desirable and in the best interests of the Company, its creditors, and other parties in interest, that the Company shall be, and hereby is, authorized to file, or cause to be filed, a voluntary petition for relief (such voluntary petition, and the voluntary petitions to be filed by the Company's affiliates, collectively, the "Chapter 11 Cases") under the provisions of chapter 11 of title 11 of the United States Code (the "Bankruptcy Code") in the United States Bankruptcy Court for the Southern District of Texas (the "Bankruptcy Court") and any other petition for relief or recognition or other order that may be desirable under applicable law; and

FURTHER RESOLVED, that the Authorized Officers, acting alone or with one or more other Authorized Officers of the Company be, and each of them hereby is authorized, empowered, and directed to execute and file on behalf of the Company all petitions, schedules, lists, and other motions, objections, replies, applications, papers, or documents as necessary or advisable to commence the Chapter 11 Cases and obtain chapter 11 relief, and to take any and all actions that they deem necessary or proper to obtain such relief, including, without limitation, any action necessary to maintain the ordinary course operation of the Company's business.

IV. SENIOR SECURED SUPER-PRIORITY DEBTOR-IN-POSSESSION CREDIT AGREEMENT

WHEREAS, TAILORED BRANDS, INC., a Texas corporation, THE MEN'S WEARHOUSE, INC., a Texas corporation, as debtor and debtor-in-possession, each of the other U.S. Subsidiary Borrowers from time to time party thereto (each of the foregoing, individually, as a "U.S. Borrower" and, collectively, as the "U.S. Borrowers"), MOORES THE SUIT PEOPLE CORP., a Nova Scotia unlimited company (the "Canadian Borrower" and, together with the U.S. Borrowers, the "Borrowers"), the Company and the Canadian Guarantors from time to time party thereto, the Lenders from time to time party thereto, JPMORGAN CHASE BANK, N.A., as Administrative Agent ("U.S. Agent"), and JPMORGAN CHASE BANK, N.A. TORONTO BRANCH, as Canadian Administrative Agent ("Canadian Agent"; together with the U.S. Agent, the "Agents"), propose to enter into that certain SENIOR SECURED SUPER-PRIORITY DEBTOR-IN-POSSESSION CREDIT AGREEMENT dated on or about the date hereof (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "DIP Credit Agreement");

WHEREAS, the obligation of the Lenders to make Loans to the Borrowers under the DIP Credit Agreement is subject to the Company having satisfied certain conditions described in the DIP Credit Agreement and the other Loan Documents (as defined below) to which it is a party;

WHEREAS, the DIP Credit Agreement requires the Company to guaranty and to grant one or more security interest to secure its obligations under the Loan Documents; and

WHEREAS, the Company will obtain benefits from the Loans made to the Borrowers under the DIP Credit Agreement;

NOW, THEREFORE, BE IT RESOLVED, that the form, terms and provisions of each of the instruments and documents listed below (collectively, the “Loan Documents”), substantially in the forms received by or described to the undersigned, and the Company’s execution, delivery and performance of its obligations under the Loan Documents, including without limitation the grant of security interests under the Loan Documents and any guaranty therewith, be, and hereby are, in all respects, approved:

- a) any promissory note in connection with the DIP Credit Agreement;
- b) any fee letter in connection with the DIP Credit Agreement;
- c) any Canadian Security Agreement in connection with the DIP Credit Agreement;
- d) the deed of hypothec, in the principal amount of \$2,000,000,000, encumbering the universality of the Company's movable and immovable property in favour of the Administrative Agent, as hypothecary representative (the “Deed of Hypothec”);
- e) any intellectual property security agreement in connection with the DIP Credit Agreement;
- f) the Interim Order;
- g) the Final Order;
- h) the Canadian Recognition Order;
- i) the Intercompany Subordination Agreement;
- j) the Intercreditor Acknowledgement;
- k) any commitment letter in connection with the DIP Credit Agreement;
- l) any guarantee in connection with the DIP Credit Agreement
- m) any assignment documents, security agreements, notices, financing statements, tax affidavits, and other instruments as the Agents and/or the Lenders may reasonably request or as may be necessary or appropriate to create, preserve and perfect the Liens of Agents and/or the Lenders required pursuant to the Loan Documents to be created in the Canadian Collateral;
- n) agreements with third parties (including, without limitation, bank agency agreements, lockbox agreements, cash management agreements, hedge agreements, control agreements, landlord agreements, Collateral Access Agreements, bailee letters, and warehouse letters) relating to the Canadian Collateral; and

- o) such other Loan Documents (as defined in the DIP Credit Agreement), agreements, documents, Orders, instruments, letters of credit, acknowledgements, statements, paper, certificates and other documents and instruments, including any interest rate swaps, caps, collars or similar hedging agreement and any financing statements (or amendments thereto) that may be contemplated by, or as may be required by or executed in connection with any of the Loan Documents.

FURTHER RESOLVED, that the Authorized Officers, acting alone or with one or more other Authorized Officers, or, with respect to the Deed of Hypothec and limitation of liability related thereto, each of Howard Rosenoff and Jordana Levine, lawyers at Stikeman Elliott LLP and each of Louiza Sadoun and Jamie Malus, notaries at Solomon & Malus Notaries (the “Quebec Authorized Persons”), acting alone be, and hereby is, authorized and empowered to execute and deliver, and perform all of the obligations and the transactions contemplated under, each of the Loan Documents in the name and on behalf of the Company, with such changes therein as shall be approved by the individual or individuals executing the same, with such execution by any such individual constituting conclusive evidence of his or her approval of the terms thereof, including any departures therein from the form presented or described to the directors of the Company;

FURTHER RESOLVED, that the Company will obtain benefits from the loans made to the Borrowers under the DIP Credit Agreement and the other Loan Documents which are necessary and convenient to the conduct, promotion and attainment of the business of the Company;

FURTHER RESOLVED, that the incurrence by the Company of the obligations under the Loan Documents is hereby authorized and approved in all respects and the transactions contemplated by the Loan Documents are approved in all respects;

FURTHER RESOLVED, that each of the Authorized Officers and, where applicable, Quebec Authorized Person be, and hereby is, authorized and empowered to take all actions or to not take any action in the name the Company with respect to the transactions contemplated by these resolutions as such Authorized Officer shall deem necessary or desirable in such individual’s reasonable business judgment, including without limitation the authorization of resolutions and agreements necessary to authorize the execution, delivery and performance pursuant to the DIP Credit Agreement or any of the Loan Documents (including certificates, affidavits, financing statements, notices, reaffirmations and amendments and restatements thereof or relating thereto) as may be necessary or convenient to effectuate the purposes of the transactions contemplated herein;

FURTHER RESOLVED, that the Company be and it hereby is, authorized and directed to grant the Liens and security interests with respect to all or substantially all of its assets contemplated, and as and when required by, the Collateral Documents and the other Loan Documents in favor of the Agents and/or the Lenders to secure the Obligations (and any renewals, increases, extension for any period of rearrangement thereof) and to provide the guarantees contemplated in the Loan Documents;

FURTHER RESOLVED, that the Agents are authorized to execute, acknowledge, deliver and file any such orders, directions, certificates, instruments, agreements, notices, waivers,

consents, amendments, mortgages, hypothecs, deeds of trust, leasehold mortgages, assignments, fixture filings, affidavits, Uniform Commercial Code financing statements, Personal Property Security Act financing statements, forms for filing at the Register of Personal and Movable Real Rights (Quebec) or at the Land Register, forms for filing security under s. 427 of the *Bank Act* (Canada), endorsements of securities, memoranda of copyright, patent and trademark security interests and other instruments and documents and file or record financing statements and other filing or recording documents or instruments with respect to the Canadian Collateral without the signature of the Canadian Borrower in such form and substance and in such offices as the Agents determine appropriate to continue to perfect the security interests of the Agents for the benefit of the Lenders under the DIP Credit Agreement and the other Loan Documents, as appropriate and the Agents are authorized to use the collateral description “all or substantially all personal property assets of the Debtor, whether now existing or hereafter arising” or any similar description in any such Personal Property Security Act financing statements;

FURTHER RESOLVED, that the Company be, and hereby is, authorized to guaranty the payment in full and performance of all Obligations of each Borrower and, to the extent applicable, their Subsidiaries.

FURTHER RESOLVED, that the omission from these resolutions of any agreement, document or other arrangement contemplated by any of the agreements, documents or instruments described in the foregoing resolutions or any action to be taken in accordance with any requirement of any of the agreements, documents, or instruments described in the foregoing resolutions shall in no manner derogate from the authority of the Authorized Officers, or any officer of the Company acting at their direction, to take all actions necessary, desirable, advisable or appropriate to consummate, effectuate carry out or further the transactions contemplated by, and the intent and purposes of, the foregoing resolutions;

FURTHER RESOLVED, that each of the Authorized Officers be, and hereby is, authorized and empowered to take all such further actions including, without limitation, to pay all fees, (including without limitation, the fees under the Fee Letters and expenses in accordance with the terms of the Loan Documents), to arrange for and enter into supplemental agreements, instruments, amendments, amendment and restatements, modifications, renewals, replacements, consolidations, substitutions, extensions, certificates or documents relating to the transactions contemplated by any of the Loan Documents and to execute and deliver all such supplemental agreements, instruments, amendments, amendment and restatements, modifications, renewals, replacements, consolidations, substitutions, extensions, certificates or documents in the name and on behalf of the Company, which shall in his or her sole judgment be necessary, proper or advisable in order to perform the Company’s obligations under or in connection with any of the Loan Documents and the transactions contemplated therein, and to carry out fully the intent of the foregoing resolution and the performance of any such further act and the execution of any such document or instrument by any of the Authorized Officers pursuant to these resolutions shall be conclusive evidence that the same have been authorized and approved by the Company in every respect;

FURTHER RESOLVED, that all acts and actions taken by any Authorized Officer or Quebec Authorized Person prior to the date hereof with respect to the transactions contemplated by the Loan Documents (as defined in the DIP Credit Agreement), and any and all agreements,

instruments, certificates or documents heretofore executed be, and hereby are, in all respects confirmed, approved and ratified; and

FURTHER RESOLVED, that all initially capitalized terms used in the resolutions under the caption "SENIOR SECURED SUPER-PRIORITY DEBTOR-IN-POSSESSION CREDIT AGREEMENT" and otherwise without definition shall have the meanings ascribed to them in the DIP Credit Agreement.

V. RETENTION OF PROFESSIONALS

NOW, THEREFORE, BE IT RESOLVED that each of the Authorized Officers be, and they hereby are, authorized and directed to employ the following professionals on behalf of the Company: (i) the law firm of Kirkland & Ellis LLP and Kirkland & Ellis International LLP, as general bankruptcy counsel, (ii) the law firm of Jackson Walker L.L.P., as co-bankruptcy counsel, (iii) the law firm of Stikeman Elliot LLP, as co-bankruptcy counsel, (iv) the law firm of Mourant Ozannes, as co-bankruptcy counsel, (v) PJT Partners LP, as financial advisor, (vi) AlixPartners, LLP, as restructuring advisor, (vii) Prime Clerk LLC, as notice and claims agent, (viii) A&G Realty Partners, LLC, as a real estate consultant and advisor, and (ix) any other legal counsels, accountants, financial advisors, restructuring advisors or other professionals the Authorized Officers deem necessary, appropriate or advisable; each to represent and assist the Company in carrying out its duties and responsibilities and exercising its rights under the Bankruptcy Code and applicable law (including, but not limited to, the law firms filing any pleadings and responses); and in connection therewith, each of the Authorized Officers be, and hereby is authorized, empowered and directed, in accordance with the terms and conditions hereof, to execute appropriate retention agreements and to cause to be filed appropriate applications for authority to reach such services; and

FURTHER RESOLVED, that all acts and deeds previously performed by any of the officers of the Authorized Officers, as may be applicable, prior to the adoption of the foregoing recitals and resolutions that are within the authority conferred by the foregoing recitals and resolutions, are hereby ratified, confirmed and approved in all respects as the authorized acts and deeds of the Authorized Officers, as the case may be.

VI. GENERAL

NOW, THEREFORE, BE IT RESOLVED, that in addition to the specific authorizations heretofore conferred upon the Authorized Officers, each of the Authorized Officers (and their designees and delegates) be, and they hereby are, authorized and empowered, in the name of and on behalf of the Company, to take or cause to be taken any and all such other and further action to: execute, acknowledge, deliver, and file any and all such agreements, certificates, instruments, and other documents; and pay all expenses, including but not limited to filing fees, in each case as in such officer's or officers' judgment, shall be necessary, advisable, or desirable to fully carry out the intent and accomplish the purposes of the resolutions adopted herein;

FURTHER RESOLVED, that the Governing Body has received sufficient notice of the actions and transactions relating to the matters contemplated by the foregoing resolutions, as may be

required by the organizational documents of the Company, or hereby waive any right to have received such notice;

FURTHER RESOLVED, that all acts, actions and transactions relating to the matters contemplated by the foregoing resolutions done in the name of and on behalf of the Company, which acts would have been approved by the foregoing resolutions except that such acts were taken before the adoption of these resolutions, are hereby in all respects approved and ratified as the true acts and deeds of the Company with the same force and effect as if each such act, transaction, agreement or certificate has been specifically authorized in advance by resolution of the Governing Body; and

FURTHER RESOLVED, that each of the Authorized Officers (and their designees and delegates) be and hereby is authorized and empowered to take all actions or to not take any action in the name of the Company with respect to the transactions contemplated by these resolutions hereunder, as such Authorized Officers shall deem necessary or desirable in such Authorized Officer's reasonable judgment as may be necessary or convenient to effectuate the purposes of the transactions contemplated herein.

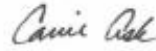
The actions taken by this consent shall have the same force and effect as if taken at a special meeting of the Governing Body duly called and constituted pursuant to the Company's limited liability company agreement, bylaws or the equivalent governing document (the "Governing Agreement") and the applicable laws in the Company's jurisdiction of organization.

This consent may be executed in as many counterparts as may be required; all counterparts shall collectively constitute one and the same consent. Execution by electronic transmission or other electronic imaging shall be effective as delivery of a manually executed counterpart of this consent. This consent shall be filed with the minutes of the proceedings of the Governing Body as required pursuant to the Company's Governing Agreement.

These resolutions may be delivered by original, facsimile or pdf and may be signed in counterparts, each of which so signed and delivered shall be deemed to be an original, and such counterparts together shall constitute one resolution effective on this date.

[Signatures on next page]

The foregoing resolutions are hereby consented to by the signature of all of the directors of the Company effective as of August 2, 2020.



Carrie Ask



A. Alexander Rhodes

Fill in this information to identify the case and this filing:	
Debtor Name	Moore's Retail Group Corp.
United States Bankruptcy Court for the:	Southern District of Texas
Case number (If known):	(State)

Official Form 202**Declaration Under Penalty of Perjury for Non-Individual Debtors**

12/15

An individual who is authorized to act on behalf of a non-individual debtor, such as a corporation or partnership, must sign and submit this form for the schedules of assets and liabilities, any other document that requires a declaration that is not included in the document, and any amendments of those documents. This form must state the individual's position or relationship to the debtor, the identity of the document, and the date. Bankruptcy Rules 1008 and 9011.

WARNING -- Bankruptcy fraud is a serious crime. Making a false statement, concealing property, or obtaining money or property by fraud in connection with a bankruptcy case can result in fines up to \$500,000 or imprisonment for up to 20 years, or both. 18 U.S.C. §§ 152, 1341, 1519, and 3571.

Declaration and signature

I am the president, another officer, or an authorized agent of the corporation; a member or an authorized agent of the partnership; or another individual serving as a representative of the debtor in this case.

I have examined the information in the documents checked below and I have a reasonable belief that the information is true and correct:

- ☐ *Schedule A/B: Assets-Real and Personal Property (Official Form 206A/B)*
- ☐ *Schedule D: Creditors Who Have Claims Secured by Property (Official Form 206D)*
- ☐ *Schedule E/F: Creditors Who Have Unsecured Claims (Official Form 206E/F)*
- ☐ *Schedule G: Executory Contracts and Unexpired Leases (Official Form 206G)*
- ☐ *Schedule H: Codebtors (Official Form 206H)*
- ☐ *Summary of Assets and Liabilities for Non-Individuals (Official Form 206Sum)*
- ☐ Amended Schedule
- ☒ *Chapter 11 or Chapter 9 Cases: List of Creditors Who Have the 30 Largest Unsecured Claims and Are Not Insiders (Official Form 204)*
- ☒ Other document that requires a declaration **List of Equity Security Holders and Corporate Ownership Statement**

I declare under penalty of perjury that the foregoing is true and correct.

Executed on

08/02/2020

MM/ DD/YYYY

☒ **/s/ Holly Etlin**

Signature of individual signing on behalf of debtor

Holly Etlin

Printed name

Chief Restructuring Officer

Position or relationship to debtor

TAB F

Voluntary Petition of Moores The Suit People Corp.

Fill in this information to identify the case:

United States Bankruptcy Court for the:

Southern District of Texas

(State)

Case number (if known):

Chapter

11☐ Check if this is an amended filing**Official Form 201****Voluntary Petition for Non-Individuals Filing for Bankruptcy**

04/20

If more space is needed, attach a separate sheet to this form. On the top of any additional pages, write the debtor's name and the case number (if known). For more information, a separate document, *Instructions for Bankruptcy Forms for Non-Individuals*, is available.

1. Debtor's Name Moore's The Suit People Corp.

2. All other names debtor used in the last 8 years Moore's The Suite People Inc.

Include any assumed names, trade names, and *doing business as* names

3. Debtor's federal Employer Identification Number (EIN) 890131246

4. Debtor's address **Principal place of business** **Mailing address, if different from principal place of business**

6100 Stevenson Boulevard

Number Street

Number Street

P.O. Box

Fremont, California 94538

City State Zip Code

City State Zip Code

Location of principal assets, if different from principal place of business

Alameda County

County

Number Street

City State Zip Code

5. Debtor's website (URL) https://www.tailoredbrands.com/

6. Type of debtor

☒ Corporation (including Limited Liability Company (LLC) and Limited Liability Partnership (LLP))

☐ Partnership (excluding LLP)

☐ Other. Specify: _____

Debtor Moore's The Suit People Corp.
Name

Case number (if known) _____

7. Describe debtor's business*A. Check One:*

- ☐ Health Care Business (as defined in 11 U.S.C. § 101(27A))
- ☐ Single Asset Real Estate (as defined in 11 U.S.C. § 101(51B))
- ☐ Railroad (as defined in 11 U.S.C. § 101(44))
- ☐ Stockbroker (as defined in 11 U.S.C. § 101(53A))
- ☐ Commodity Broker (as defined in 11 U.S.C. § 101(6))
- ☐ Clearing Bank (as defined in 11 U.S.C. § 781(3))
- ☒ None of the above

B. Check all that apply:

- ☐ Tax-exempt entity (as described in 26 U.S.C. § 501)
- ☐ Investment company, including hedge fund or pooled investment vehicle (as defined in 15 U.S.C. § 80a-3)
- ☐ Investment advisor (as defined in 15 U.S.C. § 80b-2(a)(11))

C. NAICS (North American Industry Classification System) 4-digit code that best describes debtor. See <http://www.uscourts.gov/four-digit-national-association-naics-codes>.
4481 (Clothing Stores)

8. Under which chapter of the Bankruptcy Code is the debtor filing?*Check One:*

- ☐ Chapter 7
- ☐ Chapter 9
- ☒ Chapter 11. *Check all that apply:*

A debtor who is a "small business debtor" must check the first sub-box. A debtor as defined in § 1182(1) who elects to proceed under subchapter V of chapter 11 (whether or not the debtor is a "small business debtor") must check the second sub-box.

- ☐ The debtor is a small business debtor as defined in 11 U.S.C. § 101(51D), and its aggregate noncontingent liquidated debts (excluding debts owed to insiders or affiliates) are less than \$2,725,625. If this sub-box is selected, attach the most recent balance sheet, statement of operations, cash-flow statement, and federal income tax return or if any of these documents do not exist, follow the procedure in 11 U.S.C. § 1116(1)(B).
- ☐ The debtor is a debtor as defined in 11 U.S.C. § 1182(1). Its aggregate noncontingent liquidated debts (excluding debts owed to insiders or affiliates) are less than \$7,500,000 **and it chooses to proceed under Subchapter V of Chapter 11.** If this sub-box is selected, attach the most recent balance sheet, statement of operations, cash-flow statement, and federal income tax return or if any of these documents do not exist, follow the procedure in 11 U.S.C. § 1116(1)(B).
- ☐ A plan is being filed with this petition.
- ☐ Acceptances of the plan were solicited prepetition from one or more classes of creditors, in accordance with 11 U.S.C. § 1126(b).
- ☒ The debtor is required to file periodic reports (for example, 10K and 10Q) with the Securities and Exchange Commission according to § 13 or 15(d) of the Securities Exchange Act of 1934. File the *Attachment to Voluntary Petition for Non-Individuals Filing for Bankruptcy under Chapter 11* (Official Form 201A) with this form.
- ☐ The debtor is a shell company as defined in the Securities Exchange Act of 1934 Rule 12b-2.

☐ Chapter 12**9. Were prior bankruptcy cases filed by or against the debtor within the last 8 years?**

☒ No District _____ When _____ Case number _____

☐ Yes. District _____ When _____ Case number _____

Debtor Moore's The Suit People Corp.
Name

Case number (if known) _____

10. Are any bankruptcy cases pending or being filed by a business partner or an affiliate of the debtor?☐ No☒ Yes.

Debtor

See Rider 1

Relationship

Affiliate

List all cases. If more than 1, attach a separate list.

District

Southern District of Texas

When

08/02/2020

MM / DD / YYYY

Case number, if known

11. Why is the case filed in this district?*Check all that apply:*☐ Debtor has had its domicile, principal place of business, or principal assets in this district for 180 days immediately preceding the date of this petition or for a longer part of such 180 days than in any other district.☒ A bankruptcy case concerning debtor's affiliate, general partner, or partnership is pending in this district.**12. Does the debtor own or have possession of any real property or personal property that needs immediate attention?**☒ No.☐ Yes. Answer below for each property that needs immediate attention. Attach additional sheets if needed.**Why does the property need immediate attention? (Check all that apply.)**☐ It poses or is alleged to pose a threat of imminent and identifiable hazard to public health or safety.

What is the hazard?

☐ It needs to be physically secured or protected from the weather.☐ It includes perishable goods or assets that could quickly deteriorate or lose value without attention (for example, livestock, seasonal goods, meat, dairy, produce, or securities-related assets or other options).☐ Other**Where is the property?**

Number

Street

City

State

Zip Code

Is the property insured?☐ No☐ Yes. Insurance agency

Contact name

Phone

Statistical and administrative information**13. Debtor's estimation of available funds***Check one:*☒ Funds will be available for distribution to unsecured creditors.☐ After any administrative expenses are paid, no funds will be available for distribution to unsecured creditors.**14. Estimated number of creditors¹**☐ 1-49☐ 1,000-5,000☒ 25,001-50,000☐ 50-99☐ 5,001-10,000☐ 50,001-100,000☐ 100-199☐ 10,001-25,000☐ More than 100,000☐ 200-999¹ The Debtors' estimated assets, liabilities, and number of creditors noted here are provided on a consolidated basis.

Debtor Moore's The Suit People Corp. Case number (if known) _____
 Name

15. Estimated assets

☐ \$0-\$50,000	☐ \$1,000,001-\$10 million	☐ \$500,000,001-\$1 billion
☐ \$50,001-\$100,000	☐ \$10,000,001-\$50 million	☒ \$1,000,000,001-\$10 billion
☐ \$100,001-\$500,000	☐ \$50,000,001-\$100 million	☐ \$10,000,000,001-\$50 billion
☐ \$500,001-\$1 million	☐ \$100,000,001-\$500 million	☐ More than \$50 billion

16. Estimated liabilities

☐ \$0-\$50,000	☐ \$1,000,001-\$10 million	☐ \$500,000,001-\$1 billion
☐ \$50,001-\$100,000	☐ \$10,000,001-\$50 million	☒ \$1,000,000,001-\$10 billion
☐ \$100,001-\$500,000	☐ \$50,000,001-\$100 million	☐ \$10,000,000,001-\$50 billion
☐ \$500,001-\$1 million	☐ \$100,000,001-\$500 million	☐ More than \$50 billion

Request for Relief, Declaration, and Signatures

WARNING -- Bankruptcy fraud is a serious crime. Making a false statement in connection with a bankruptcy case can result in fines up to \$500,000 or imprisonment for up to 20 years, or both. 18 U.S.C. §§ 152, 1341, 1519, and 3571.

17. Declaration and signature of authorized representative of debtor

The debtor requests relief in accordance with the chapter of title 11, United States Code, specified in this petition.

I have been authorized to file this petition on behalf of the debtor.

I have examined the information in this petition 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 08/02/2020
 MM/ DD / YYYY

X

/s/ Holly Etlin

Holly Etlin

Signature of authorized representative of debtor

Printed name

Title Chief Restructuring Officer

18. Signature of attorney

X

/s/ Matthew D. Cavanaugh

Date

08/02/2020

Signature of attorney for debtor

MM/ DD/YYYY

Matthew D. Cavanaugh

Printed name

Jackson Walker L.L.P.

Firm name

1401 McKinney Street, Suite 1900

Number

Street

Houston

City

Texas

State

77010

ZIP Code

(713) 752-4200

Contact phone

mcavanaugh@jw.com

Email address

24062656

Bar number

Texas

State

Fill in this information to identify the case:

United States Bankruptcy Court for the:

Southern District of Texas

(State)

Case number (if known):

Chapter

11

☐ Check if this is an amended filing**Rider 1****Pending Bankruptcy Cases Filed by the Debtor and Affiliates of the Debtor**

On the date hereof, each of the entities listed below (collectively, the "Debtors") filed a petition in the United States Bankruptcy Court for the Southern District of Texas for relief under chapter 11 of title 11 of the United States Code. The Debtors have moved for joint administration of these cases under the case number assigned to the chapter 11 case of Tailored Brands, Inc.

Tailored Brands, Inc.
JA Apparel Corp.
Jos. A. Bank Clothiers, Inc.
Joseph Abboud Manufacturing Corp.
K&G Men's Company Inc.
Moore's Retail Group Corp.
Moore's The Suit People Corp.
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 Holding Limited
The Joseph A. Bank Mfg. Co., Inc.
The Men's Wearhouse, Inc.
TMW Merchants LLC

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

In re:

MOORES THE SUIT PEOPLE CORP.,

Debtor.

)
) Chapter 11
)
) Case No. 20-[•] ([•])
)
)
)

LIST OF EQUITY SECURITY HOLDERS¹

Debtor	Equity Holders	Address of Equity Holder	Percentage of Equity Held
Moore's The Suit People Corp.	Moore's Retail Group Corp.	6100 Stevenson Boulevard Fremont, California 94538	100%

¹ This list reflects holders of five percent or more of Tailored Brands, Inc.'s common stock. This list serves as the disclosure required to be made by the debtor pursuant to rule 1007 of the Federal Rules of Bankruptcy Procedure. All equity positions listed are as of the date of commencement of the chapter 11 case. By the *Debtors' Emergency Motion for Entry of an Order (I) Authorizing the Debtors to File a Consolidated List of Creditors and a Consolidated List of the 30 Largest Unsecured Creditors, (II) Waiving the Requirement to File a List of Equity Security Holders, (III) Authorizing the Debtors to Redact Certain Personal Identification Information, (IV) Approving the Form and Manner of Notifying Creditors of the Commencement of the Chapter 11 Cases and Other Information, and (V) Granting Related Relief* filed contemporaneously herewith, the debtor is requesting a waiver of the requirement under rule 1007 to file a list of all of its equity security holders.

Fill in this information to identify the case:Debtor name Tailored Brands, Inc., et al.United States Bankruptcy Court for the: Southern District of Texas

Case number (If known): _____ (State)

☐ Check if this is an amended filing**Official Form 204****Chapter 11 or Chapter 9 Cases: List of Creditors Who Have the 30 Largest Unsecured Claims and Are Not Insiders**

12/15

A list of creditors holding the 30 largest unsecured claims must be filed in a Chapter 11 or Chapter 9 case. Include claims which the debtor disputes. Do not include claims by any person or entity who is an *insider*, as defined in 11 U.S.C. § 101(31). Also, do not include claims by secured creditors, unless the unsecured claim resulting from inadequate collateral value places the creditor among the holders of the 30 largest unsecured claims.

	Name of creditor and complete mailing address, including zip code	Name, telephone number and email address of creditor contact	Nature of claim (for example, trade debts, bank loans, professional services, and government contracts)	Indicate if claim is contingent, unliquidated, or disputed	Amount of claim		
					If the claim is fully unsecured, fill in only unsecured claim amount. If claim is partially secured, fill in total claim amount and deduction for value of collateral or setoff to calculate unsecured claim.		
					Total claim, if partially secured	Deduction for value of collateral or setoff [1]	Unsecured Claim
1	BANK OF NEW YORK MELLON TRUST COMPANY, N.A. 601 TRAVIS ST, 16TH FLOOR HOUSTON, TX 77002	CONTACT: LISA MCCANTS PHONE: 713-483-6752 EMAIL: LISA.MCCANTS@BNYMELLON.COM	SENIOR NOTES DUE 2022		\$179,916,000		\$179,916,000
2	ICON INTERNATIONAL INC LOCKBOX SERVICES 1487 DEPT 1487 350 N ORLEANS STREET STE 800 CHICAGO, IL 60654-1529	CONTACT: KATHLEEN CHOMIENNE PHONE: 203-388-1442 EMAIL: KCHOMIENNE@ICONINTERNATIONAL.COM	TRADE DEBTS		\$8,214,000		\$8,214,000
3	PEERLESS CLOTHING INC. 200 INDUSTRIAL PARK RD. SAINT ALBANS, VT 05478-1873	CONTACT: JOHN TIGHE PHONE: 469-500-8839 EMAIL: JOHNT@PEERLESS-CLOTHING.COM	TRADE DEBTS		\$8,115,000		\$8,115,000
4	ADOBE SYSTEMS INC 29322 NETWORK PLACE CHICAGO, IL 60673-1293	CONTACT: JEFFEREY YOUNG PHONE: 385-345-2280 EMAIL: JYOUNG@ADOBE.COM	TRADE DEBTS		\$7,047,000		\$7,047,000
5	WH BUYER, LLC DBA WHP GLOBAL 333 S GRAND AVENUE 28TH FLOOR LOS ANGELES, CA 90071	CONTACT: STEPHEN CONWELL PHONE: 646-518-8499 EMAIL: SCONWELL@WHP-GLOBAL.COM	ROYALTIES		\$5,781,000		\$5,781,000
6	ENGIE INSIGHT 1313 NORTH ATLANTIC, SUITE 5000 SPOKANE, WA 99201-2330	CONTACT: RICHARD COOMBE PHONE: 480-625-5055 EMAIL: RICHARD.COOMBE@ENGIE.COM	TRADE DEBTS		\$4,966,000		\$4,966,000

¹ The Debtors reserve the right to assert setoff and other rights with respect to any of the claims listed herein.

	Name of creditor and complete mailing address, including zip code	Name, telephone number and email address of creditor contact	Nature of claim (for example, trade debts, bank loans, professional services, and government contracts)	Indicate if claim is contingent, unliquidated, or disputed	Amount of claim If the claim is fully unsecured, fill in only unsecured claim amount. If claim is partially secured, fill in total claim amount and deduction for value of collateral or setoff to calculate unsecured claim.		
					Total claim, if partially secured	Deduction for value of collateral or setoff [1]	Unsecured Claim
7	MCKINSEY & COMPANY, INC. 3 WORLD TRADE CENTER 175 GREENWICH STREET NEW YORK, NY 10007	CONTACT: GENERAL COUNSEL OFFICE PHONE: 212-415-5372 EMAIL: KILLIAN_NOLAN@MCKINSEY.COM	PROFESSIONAL SERVICES		\$3,500,000		\$3,500,000
8	DAVID'S BRIDAL, INC. 1001 WASHINGTON ST. ASF MONTHLY INSTALLMENT CONSHOHOCKEN, PA 19428	CONTACT: JIM MARCUM PHONE: 603-455-5650 EMAIL: JMARCUM@DBI.COM	ROYALTIES		\$3,490,000		\$3,490,000
9	FLOW FORMAL ALLIANCE, LLC P.O. BOX 842683 BOSTON, MA 02284-2683	CONTACT: JEFF WEINTRAUB PHONE: 561-504-1846 EMAIL: LJTHEALIEN@AOL.COM	TRADE DEBTS		\$3,203,000		\$3,203,000
10	PRODUCTOS TEXTILES 800 METROS CARRETERA A LA JUTOSA, ZONA LIBRE INHDELVA CHOLOMA CORTEZ, HND	CONTACT: JACOBO KATTAN PHONE: 50499785004 EMAIL: JACOBO.KATTAN@PROTEXSA.HN	TRADE DEBTS		\$2,786,000		\$2,786,000
11	PHILLIPS VAN HEUSEN CORP P.O. BOX 532513 ATLANTA, GA 30353-2513	CONTACT: ANN RALKO PHONE: 908-332-4698 EMAIL: ANN.RALKO@PVH.COM	TRADE DEBTS		\$2,668,000		\$2,668,000
12	VETEMENTS PEERLESS CLOTHING 8888 BOUL PIE 1X MONTREAL, QC H1Z 4J5 CAN	CONTACT: JOHN TIGHE PHONE: 469-500-8839 EMAIL: JOHNT@PEERLESS-CLOTHING.COM	TRADE DEBTS		\$2,224,000		\$2,224,000
13	GOOGLE, INC. DEPT 33654 P.O. BOX 39000 SAN FRANCISCO, CA 94139	CONTACT: RICH JONES PHONE: 650-862-1371 EMAIL: RJONES@GOOGLE.COM	TRADE DEBTS		\$1,841,000		\$1,841,000
14	LAGUNA CLOTHING(MAURITIUS)LTD BOUNDARY ROAD QUATRE BORNES, MUS	CONTACT: ERIC DORCHIES PHONE: 23054233500 EMAIL: EDORCHIES@AQUARELLE-CLOTHING.COM	TRADE DEBTS		\$1,630,000		\$1,630,000
15	TOP GENUINE, LLC PO BOX 50001 PASADENA, CA 91105	CONTACT: RAY TOLLES PHONE: 213-479-3000 EMAIL: RAY.TOLLES@GMAIL.COM	TRADE DEBTS		\$1,567,000		\$1,567,000
16	KENNETH COLE PRODUCTION/ROYALTIES/ADVE RT 400 PLAZA DRIVE SECAUCUS, NJ 07094	CONTACT: KENNETH COLE PHONE: 914-806-2323 EMAIL: KENNETH@KENNETHCOLE.COM	ROYALTIES		\$1,464,000		\$1,464,000
17	CASS INFORMATION SYSTEMS INC. P.O. BOX 17617 ST.LOUIS, MO 63178	CONTACT: DEREK PANO PHONE: 978-323-6567 EMAIL: DAPANO@CASSINFO.COM	TRADE DEBTS		\$1,461,000		\$1,461,000
18	AT&T P.O. BOX 5019 CAROL STREAM, IL 60197-5019	CONTACT: CHARLES KEETON PHONE: 281-797-1882 EMAIL: CK6861@ATT.COM	UTILITY		\$1,361,000		\$1,361,000

	Name of creditor and complete mailing address, including zip code	Name, telephone number and email address of creditor contact	Nature of claim (for example, trade debts, bank loans, professional services, and government contracts)	Indicate if claim is contingent, unliquidated, or disputed	Amount of claim If the claim is fully unsecured, fill in only unsecured claim amount. If claim is partially secured, fill in total claim amount and deduction for value of collateral or setoff to calculate unsecured claim.		
					Total claim, if partially secured	Deduction for value of collateral or setoff [1]	Unsecured Claim
19	PT UNGARAN SARI GARMENTS KUNINGAN CITY (AXA TOWER), 41ST FLOOR JL. PROF. DR.SATRIO JAKARTA, 12940 IND	CONTACT: MANISH VIRMANI PHONE: 628111045222 EMAIL: MANISH.VIRMANI@BUSANAGROUP.COM	TRADE DEBTS		\$1,205,000		\$1,205,000
20	JIANGSU SUNSHINE CO. LTD./ FABRIC WIRE XINQIAO TOWN,UIANGYIN CITY JIANGSU PROVINCE 214426, CHN	CONTACT: LIPING PHONE: 760-224-7532 EMAIL: LIPINGHECN@YAHOO.COM	TRADE DEBTS		\$914,000		\$914,000
21	HCL TECHNOLOGIES LTD 806 SIDDHARTH 96 NEHRU PLACE NEW DEHLI, 110-0119 IND	CONTACT: TRACY DECICCO PHONE: 303-570-3801 EMAIL: TRACY.DECICCO@HCL.COM	TRADE DEBTS		\$875,000		\$875,000
22	STAPLES PO BOX 70242 PHILADELPHIA, PA 19176-0242	PHONE: 877-826-7755	TRADE DEBTS		\$823,000		\$823,000
23	CT CORPORATION PO BOX 4349 CAROL STREAM, IL 60197-4349	CONTACT: BONNUS SMITH PHONE: 713-882-8566 EMAIL: BONNIE.SMITH@WOLTERSKLUWER.COM	TRADE DEBTS		\$812,000		\$812,000
24	FABIAN COUTURE GROUP 205C CHUBB AVENUE LYNDHURST, NJ 07071	CONTACT: ALLAN WEISS PHONE: 201-248-3562 EMAIL: AAJWEISS@AOL.COM	TRADE DEBTS		\$805,000		\$805,000
25	FLORSHEIM SHOE CO. 7734 SOLUTION CENTER CHICAGO, IL 60677-7007	CONTACT: JOHN FLORSHEIM PHONE: 414-908-1889 EMAIL: JFLORSHEIM@WEYCOGROUP.COM	TRADE DEBTS		\$784,000		\$784,000
26	CAULFEILD APPAREL GROUP LTD 1400 WHITEHORSE RD TORONTO, ON M3J3A7 CAN	CONTACT: MARIO TOMEI PHONE: 416-720-5984 EMAIL: MARIOT@CAULFEILD	TRADE DEBTS		\$782,000		\$782,000
27	TRANSPACIFIC INC. C/O TRANSPACIFIC P.O. BOX 75359 CHICAGO, IL 60675-5359	CONTACT: NING ZHOA PHONE: 917-886-9518 EMAIL: NING@MORETTISHOE.COM	TRADE DEBTS		\$776,000		\$776,000
28	MM FASHION AND DESIGN INC 9202 CHARLES SMITH AVENUE RANCHO CUCAMONGA, CA 91730	CONTACT: ANGEL MARTINEZ PHONE: 909-720-8661 EMAIL: ANGEL@MMFASHIONINC.COM	TRADE DEBTS		\$742,000		\$742,000
29	BLDG MANAGEMENT CO., INC. / 7101 417 FIFTH AVENUE, 4TH FLOOR NEW YORK, NY 10016	CONTACT: SARA FONTANET PHONE: 212-624-4337 EMAIL: SFONTANET@BLDG.COM	RENT		\$703,000		\$703,000
30	SITUS ASSET MANAGEMENT, LLC / #220 C/O BTR HAMPSTEAD, LLC SIGNATURE BANK NEWARK, NJ 07101-8084	CONTACT: ANGELA BALDWIN PHONE: 410-844-3906 EMAIL: ABALDWIN@BTRCAPITALGROUP.COM	RENT		\$701,000		\$701,000

DIRECTORS' RESOLUTION

MOORES THE SUIT PEOPLE CORP. VETEMENTS POUR HOMMES MOORES CORP. AUGUST 2, 2020

Pursuant to the *Companies Act* (Nova Scotia), all of the directors of the Company, by signing the foot hereof, adopt the following resolutions and by so doing render the same as valid and effectual as if they had been passed at a meeting of directors duly called and constituted.

I. ANNUAL MEETING MATTERS

NOW, THEREFORE, BE IT RESOLVED, that the financial statements for the Company for the fiscal year ending February 1, 2020 be and the same are hereby approved and adopted; and

FURTHER RESOLVED, that the following persons are appointed or reappointed as officers of the Company, to hold the office set out beside his or her name, to serve in accordance with the by-laws of the Company and until his or her successor shall be elected:

Dinesh Lathi	President and Chief Executive Officer
Carrie Ask	Chief Customer Officer
Jamie Bragg	Executive Vice President, Chief Supply Chain Officer
Mark Neutze	Executive Vice President, Stores
A. Alexander Rhodes	Executive Vice President and General Counsel
Boris Sherman	Executive Vice President, Chief Technology Officer
Michael Shane Smith	Executive Vice President, Chief Human Resources Officer
Jerry Brandehoff	Senior Vice President, General Merchandise Manager
Carolyn Pollock	Senior Vice President, Chief Marketing Officer, Tailored Brands
Scott Wiltsey	Senior Vice President, Chief Planner
Aidan Arney	Vice President, Corporate Tax
Richard Bull	Vice President, Merchandising
Joseph Foley	Vice President, Real Estate
Francisco Fuentes	Vice President, Risk Management
Kim McIntosh	Vice President, Corporate Controller
Suzanne Scott	Vice President, E-commerce
Laura Ann Smith	Vice President, Assistant General Counsel - Corporate and Securities Law and Secretary
John Vazquez	Vice President, Chief Accounting Officer and Treasurer
Mike Reynolds	Zone Vice President

And C. Paul W. Smith is appointed as assistant secretary of the Company with authority restricted to signing and filing annual corporate returns and business name renewals in Canada.

II. RESTRUCTURING SUPPORT AGREEMENT

WHEREAS, the board of directors (the “Governing Body”) of Moores The Suit People Corp. Vetements Pour Hommes Moores Corp. (the “Company”) has reviewed and considered (i) the recommendation by the Board of Directors of Tailored Brands, Inc. (the “Board”) and the authorized officers and representatives of Tailored Brands, Inc. (“Management”) that the Company enter into that certain restructuring support agreement (in such form as authorized and executed by any Authorized Officer (as defined below), with such authorization as evidenced by the execution and delivery by any such Authorized Signatory, the “Restructuring Support Agreement”), (ii) the presentations by the Advisors regarding the liabilities and liquidity of the Company, the strategic alternatives available to the Company, and the impact of the foregoing on the Company’s business, (iii) the information and advice previously provided to and reviewed by the Governing Body, the Board, and Management, and (iv) the related matters reported on at meetings of the Governing Body and the Board;

WHEREAS, the Governing Body has had the opportunity to consult with Management and the Board and the financial, restructuring, and legal advisors described in Section 4 herein (collectively, the “Advisors”) and fully consider each of the strategic alternatives available to the Company;

WHEREAS, Management is continuing to negotiate the Restructuring Support Agreement with the Company’s stakeholders, with the terms of such Restructuring Support Agreement to be substantially consistent with the terms set forth in the presentations by Management; and

WHEREAS, the Restructuring Support Agreement provides that it can be terminated if the Governing Body determines, after consulting with counsel, that proceeding with any of the restructuring transactions contemplated by the Restructuring Support Agreement would be inconsistent with applicable law or the Governing Body’s fiduciary duties.

NOW, THEREFORE, BE IT RESOLVED, that it is desirable and in the best interests the Company, its stakeholders, its creditors, and other parties in interest, to enter into the Restructuring Support Agreement, and that the Company’s performance of its obligations under the Restructuring Support Agreement, and all other exhibits, schedules, attachments, and ancillary documents or agreements related thereto, hereby is, in all respects, authorized and approved;

FURTHER RESOLVED, that Management is hereby authorized and directed to take all actions necessary or advisable to negotiate and finalize the Restructuring Support Agreement and, subject to receiving sufficient consents from the Consenting Term Loan Lenders (as defined in the Restructuring Support Agreement), enter into and perform under the Restructuring Support Agreement, and the restructuring contemplated thereunder; and

FURTHER RESOLVED, that the officers of the Company, including but not limited to the President and Chief Executive Officer, any Vice President, the Treasurer, the Secretary or any Assistant Secretary of the Company and any other person designated by the Governing Body (collectively, the “Authorized Officers”) shall be, and each of them individually hereby is, authorized for and on behalf of the Company to take all actions (including, without limitation, to

negotiate and execute any agreements, documents, certificates, supplemental agreements and instruments) necessary or advisable to finalize the Restructuring Support Agreement and, subject to receiving sufficient consents from the Consenting Term Loan Lenders (as defined in the Restructuring Support Agreement), to enter into the Restructuring Support Agreement, and to perform all the transactions contemplated thereby, that in the judgment of the applicable Authorized Officers, are necessary or appropriate to effectuate and carry out the purposes and intent of the foregoing resolutions (such determination to be conclusively evidenced by the taking of such action or execution thereof).

III. CHAPTER 11 FILING

WHEREAS, the Governing Body has considered certain materials presented by Management and the Advisors, including, but not limited to, materials regarding the liabilities and obligations of the Company, its liquidity, strategic alternatives available to it, and the effect of the foregoing on the Company's business, and has had adequate opportunity to consult such persons regarding the materials presented, obtain additional information, and to fully consider each of the strategic alternatives available to the Company; and

WHEREAS, the Governing Body has had the opportunity to consult with Management, the Board, and the Advisors and consider each of the strategic alternatives available to the Company.

NOW, THEREFORE, BE IT RESOLVED, that in the judgment of the Governing Body, it is desirable and in the best interests of the Company, its creditors, and other parties in interest, that the Company shall be, and hereby is, authorized to file, or cause to be filed, a voluntary petition for relief (such voluntary petition, and the voluntary petitions to be filed by the Company's affiliates, collectively, the "Chapter 11 Cases") under the provisions of chapter 11 of title 11 of the United States Code (the "Bankruptcy Code") in the United States Bankruptcy Court for the Southern District of Texas (the "Bankruptcy Court") and any other petition for relief or recognition or other order that may be desirable under applicable law; and

FURTHER RESOLVED, that the Authorized Officers, acting alone or with one or more other Authorized Officers of the Company be, and each of them hereby is authorized, empowered, and directed to execute and file on behalf of the Company all petitions, schedules, lists, and other motions, objections, replies, applications, papers, or documents as necessary or advisable to commence the Chapter 11 Cases and obtain chapter 11 relief, and to take any and all actions that they deem necessary or proper to obtain such relief, including, without limitation, any action necessary to maintain the ordinary course operation of the Company's business.

IV. SENIOR SECURED SUPER-PRIORITY DEBTOR-IN-POSSESSION CREDIT AGREEMENT

WHEREAS, TAILORED BRANDS, INC., a Texas corporation, THE MEN'S WEARHOUSE, INC., a Texas corporation, as debtor and debtor-in-possession, each of the other U.S. Subsidiary Borrowers from time to time party thereto (each of the foregoing, individually, as a "U.S. Borrower" and, collectively, as the "U.S. Borrowers"), the Company (together with the U.S. Borrowers, the "Borrowers"), the Canadian Guarantors from time to time party thereto, the

Lenders from time to time party thereto, JPMORGAN CHASE BANK, N.A., as Administrative Agent (“U.S. Agent”), and JPMORGAN CHASE BANK, N.A. TORONTO BRANCH, as Canadian Administrative Agent (“Canadian Agent”; together with the U.S. Agent, the “Agents”), propose to enter into that certain SENIOR SECURED SUPER-PRIORITY DEBTOR-IN-POSSESSION CREDIT AGREEMENT dated on or about the date hereof (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “DIP Credit Agreement”);

WHEREAS, the obligation of the Lenders to make Loans to the Borrowers under the DIP Credit Agreement is subject to the Company having satisfied certain conditions described in the DIP Credit Agreement and the other Loan Documents (as defined below) to which it is a party;

WHEREAS, the DIP Credit Agreement requires the Company to grant one or more security interest to secure its obligations under the Loan Documents; and

WHEREAS, the Company will obtain benefits from the Loans made to the Borrowers under the DIP Credit Agreement;

NOW, THEREFORE, BE IT RESOLVED, that the form, terms and provisions of each of the instruments and documents listed below (collectively, the “Loan Documents”), substantially in the forms received by or described to the undersigned, and the Company’s execution, delivery and performance of its obligations under the Loan Documents, including without limitation the grant of security interests under the Loan Documents, be, and hereby are, in all respects, approved:

- a) any promissory note in connection with the DIP Credit Agreement;
- b) any fee letter in connection with the DIP Credit Agreement;
- c) any Canadian Security Agreement in connection with the DIP Credit Agreement;
- d) the deed of hypothec, in the principal amount of \$2,000,000,000, encumbering the universality of the Company’s movable and immovable property in favour of the Administrative Agent, as hypothecary representative (the “Deed of Hypothec”);
- e) any intellectual property security agreement in connection with the DIP Credit Agreement;
- f) the Interim Order;
- g) the Final Order;
- h) the Canadian Recognition Order;
- i) the Intercompany Subordination Agreement;
- j) the Intercreditor Acknowledgement;
- k) any commitment letter in connection with the DIP Credit Agreement;

- l) any assignment documents, security agreements, notices, financing statements, tax affidavits, and other instruments as the Agents and/or the Lenders may reasonably request or as may be necessary or appropriate to create, preserve and perfect the Liens of Agents and/or the Lenders required pursuant to the Loan Documents to be created in the Canadian Collateral;
- m) agreements with third parties (including, without limitation, bank agency agreements, lockbox agreements, cash management agreements, hedge agreements, control agreements, landlord agreements, Collateral Access Agreements, bailee letters, and warehouse letters) relating to the Canadian Collateral; and
- n) such other Loan Documents (as defined in the DIP Credit Agreement), agreements, documents, Orders, instruments, letters of credit, acknowledgements, statements, paper, certificates and other documents and instruments, including any interest rate swaps, caps, collars or similar hedging agreement and any financing statements (or amendments thereto) that may be contemplated by, or as may be required by or executed in connection with any of the Loan Documents.

FURTHER RESOLVED, that the Authorized Officers, acting alone or with one or more other Authorized Officers, or, with respect to the Deed of Hypothec and limitation of liability related thereto, each of Howard Rosenoff and Jordana Levine, lawyers at Stikeman Elliott LLP and each of Louiza Sadoun and Jamie Malus, notaries at Solomon & Malus Notaries (the “Quebec Authorized Persons”), acting alone be, and hereby is, authorized and empowered to execute and deliver, and perform all of the obligations and the transactions contemplated under, each of the Loan Documents in the name and on behalf of the Company, with such changes therein as shall be approved by the individual or individuals executing the same, with such execution by any such individual constituting conclusive evidence of his or her approval of the terms thereof, including any departures therein from the form presented or described to the directors of the Company;

FURTHER RESOLVED, that the Company will obtain benefits from the loans made to it under the DIP Credit Agreement and the other Loan Documents which are necessary and convenient to the conduct, promotion and attainment of the business of the Company;

FURTHER RESOLVED, that the incurrence by the Company of the borrowings and obligations under the Loan Documents is hereby authorized and approved in all respects and the transactions contemplated by the Loan Documents are approved in all respects;

FURTHER RESOLVED, that each of the Authorized Officers and, where applicable, Quebec Authorized Person be, and hereby is, authorized and empowered to take all actions or to not take any action in the name the Company with respect to the transactions contemplated by these resolutions as such Authorized Officer shall deem necessary or desirable in such individual’s reasonable business judgment, including without limitation the authorization of resolutions and agreements necessary to authorize the execution, delivery and performance pursuant to the DIP Credit Agreement or any of the Loan Documents (including certificates, affidavits, financing statements, notices, reaffirmations and amendments and restatements thereof

or relating thereto) as may be necessary or convenient to effectuate the purposes of the transactions contemplated herein;

FURTHER RESOLVED, that the Company be and it hereby is, authorized and directed to grant the Liens and security interests with respect to all or substantially all of its assets contemplated, and as and when required by, the Collateral Documents and the other Loan Documents in favor of the Agents and/or the Lenders to secure the Obligations (and any renewals, increases, extension for any period of rearrangement thereof);

FURTHER RESOLVED, that the Agents are authorized to execute, acknowledge, deliver and file any such orders, directions, certificates, instruments, agreements, notices, waivers, consents, amendments, mortgages, hypothecs, deeds of trust, leasehold mortgages, assignments, fixture filings, affidavits, Uniform Commercial Code financing statements, Personal Property Security Act financing statements, forms for filing at the Register of Personal and Movable Real Rights (Quebec) or at the Land Register, forms for filing security under s. 427 of the *Bank Act* (Canada), endorsements of securities, memoranda of copyright, patent and trademark security interests and other instruments and documents and file or record financing statements and other filing or recording documents or instruments with respect to the Canadian Collateral without the signature of the Company in such form and substance and in such offices as the Agents determine appropriate to continue to perfect the security interests of the Agents for the benefit of the Lenders under the DIP Credit Agreement and the other Loan Documents, as appropriate and the Agents are authorized to use the collateral description “all or substantially all personal property assets of the Debtor, whether now existing or hereafter arising” or any similar description in any such Personal Property Security Act financing statements;

FURTHER RESOLVED, that the omission from these resolutions of any agreement, document or other arrangement contemplated by any of the agreements, documents or instruments described in the foregoing resolutions or any action to be taken in accordance with any requirement of any of the agreements, documents, or instruments described in the foregoing resolutions shall in no manner derogate from the authority of the Authorized Officers, or any officer of the Company acting at their direction, to take all actions necessary, desirable, advisable or appropriate to consummate, effectuate carry out or further the transactions contemplated by, and the intent and purposes of, the foregoing resolutions;

FURTHER RESOLVED, that each of the Authorized Officers be, and hereby is, authorized and empowered to take all such further actions including, without limitation, to pay all fees, (including without limitation, the fees under the Fee Letters and expenses in accordance with the terms of the Loan Documents), to arrange for and enter into supplemental agreements, instruments, amendments, amendment and restatements, modifications, renewals, replacements, consolidations, substitutions, extensions, certificates or documents relating to the transactions contemplated by any of the Loan Documents and to execute and deliver all such supplemental agreements, instruments, amendments, amendment and restatements, modifications, renewals, replacements, consolidations, substitutions, extensions, certificates or documents in the name and on behalf of the Company, which shall in his or her sole judgment be necessary, proper or advisable in order to perform the Company’s obligations under or in connection with any of the Loan Documents and the transactions contemplated therein, and to carry out fully the intent of the foregoing resolution and the performance of any such further act and the execution of any

such document or instrument by any of the Authorized Officers pursuant to these resolutions shall be conclusive evidence that the same have been authorized and approved by the Company in every respect;

FURTHER RESOLVED, that all acts and actions taken by any Authorized Officer or Quebec Authorized Person prior to the date hereof with respect to the transactions contemplated by the Loan Documents (as defined in the DIP Credit Agreement), and any and all agreements, instruments, certificates or documents heretofore executed be, and hereby are, in all respects confirmed, approved and ratified; and

FURTHER RESOLVED, that all initially capitalized terms used in the resolutions under the caption "SENIOR SECURED SUPER-PRIORITY DEBTOR-IN-POSSESSION CREDIT AGREEMENT" and otherwise without definition shall have the meanings ascribed to them in the DIP Credit Agreement.

V. RETENTION OF PROFESSIONALS

NOW, THEREFORE, BE IT RESOLVED that each of the Authorized Officers be, and they hereby are, authorized and directed to employ the following professionals on behalf of the Company: (i) the law firm of Kirkland & Ellis LLP and Kirkland & Ellis International LLP, as general bankruptcy counsel, (ii) the law firm of Jackson Walker L.L.P., as co-bankruptcy counsel, (iii) the law firm of Stikeman Elliot LLP, as co-bankruptcy counsel, (iv) the law firm of Mourant Ozannes, as co-bankruptcy counsel, (v) PJT Partners LP, as financial advisor, (vi) AlixPartners, LLP, as restructuring advisor, (vii) Prime Clerk LLC, as notice and claims agent, (viii) A&G Realty Partners, LLC, as a real estate consultant and advisor, and (ix) any other legal counsels, accountants, financial advisors, restructuring advisors or other professionals the Authorized Officers deem necessary, appropriate or advisable; each to represent and assist the Company in carrying out its duties and responsibilities and exercising its rights under the Bankruptcy Code and applicable law (including, but not limited to, the law firms filing any pleadings and responses); and in connection therewith, each of the Authorized Officers be, and hereby is authorized, empowered and directed, in accordance with the terms and conditions hereof, to execute appropriate retention agreements and to cause to be filed appropriate applications for authority to reach such services; and

FURTHER RESOLVED, that all acts and deeds previously performed by any of the officers of the Authorized Officers, as may be applicable, prior to the adoption of the foregoing recitals and resolutions that are within the authority conferred by the foregoing recitals and resolutions, are hereby ratified, confirmed and approved in all respects as the authorized acts and deeds of the Authorized Officers, as the case may be.

VI. GENERAL

NOW, THEREFORE, BE IT RESOLVED, that in addition to the specific authorizations heretofore conferred upon the Authorized Officers, each of the Authorized Officers (and their designees and delegates) be, and they hereby are, authorized and empowered, in the name of and on behalf of the Company, to take or cause to be taken any and all such other and further action to: execute, acknowledge, deliver, and file any and all such agreements, certificates, instruments, and

other documents; and pay all expenses, including but not limited to filing fees, in each case as in such officer's or officers' judgment, shall be necessary, advisable, or desirable to fully carry out the intent and accomplish the purposes of the resolutions adopted herein;

FURTHER RESOLVED, that the Governing Body has received sufficient notice of the actions and transactions relating to the matters contemplated by the foregoing resolutions, as may be required by the organizational documents of the Company, or hereby waive any right to have received such notice;

FURTHER RESOLVED, that all acts, actions and transactions relating to the matters contemplated by the foregoing resolutions done in the name of and on behalf of the Company, which acts would have been approved by the foregoing resolutions except that such acts were taken before the adoption of these resolutions, are hereby in all respects approved and ratified as the true acts and deeds of the Company with the same force and effect as if each such act, transaction, agreement or certificate has been specifically authorized in advance by resolution of the Governing Body; and

FURTHER RESOLVED, that each of the Authorized Officers (and their designees and delegates) be and hereby is authorized and empowered to take all actions or to not take any action in the name of the Company with respect to the transactions contemplated by these resolutions hereunder, as such Authorized Officers shall deem necessary or desirable in such Authorized Officer's reasonable judgment as may be necessary or convenient to effectuate the purposes of the transactions contemplated herein.

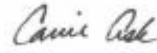
The actions taken by this consent shall have the same force and effect as if taken at a special meeting of the Governing Body duly called and constituted pursuant to the Company's limited liability company agreement, bylaws or the equivalent governing document (the "Governing Agreement") and the applicable laws in the Company's jurisdiction of organization.

This consent may be executed in as many counterparts as may be required; all counterparts shall collectively constitute one and the same consent. Execution by electronic transmission or other electronic imaging shall be effective as delivery of a manually executed counterpart of this consent. This consent shall be filed with the minutes of the proceedings of the Governing Body as required pursuant to the Company's Governing Agreement.

These resolutions may be delivered by original, facsimile or pdf and may be signed in counterparts, each of which so signed and delivered shall be deemed to be an original, and such counterparts together shall constitute one resolution effective on this date.

[Signatures on next page]

The foregoing resolutions are hereby consented to by the signature of all of the directors of the Company effective as of _____ August 2, 2020.



Carrie Ask



Jamie Bragg

Fill in this information to identify the case and this filing:	
Debtor Name	Moore's The Suit People Corp.
United States Bankruptcy Court for the:	Southern District of Texas
Case number (If known):	(State)

Official Form 202**Declaration Under Penalty of Perjury for Non-Individual Debtors**

12/15

An individual who is authorized to act on behalf of a non-individual debtor, such as a corporation or partnership, must sign and submit this form for the schedules of assets and liabilities, any other document that requires a declaration that is not included in the document, and any amendments of those documents. This form must state the individual's position or relationship to the debtor, the identity of the document, and the date. Bankruptcy Rules 1008 and 9011.

WARNING -- Bankruptcy fraud is a serious crime. Making a false statement, concealing property, or obtaining money or property by fraud in connection with a bankruptcy case can result in fines up to \$500,000 or imprisonment for up to 20 years, or both. 18 U.S.C. §§ 152, 1341, 1519, and 3571.

Declaration and signature

I am the president, another officer, or an authorized agent of the corporation; a member or an authorized agent of the partnership; or another individual serving as a representative of the debtor in this case.

I have examined the information in the documents checked below and I have a reasonable belief that the information is true and correct:

- ☐ *Schedule A/B: Assets-Real and Personal Property (Official Form 206A/B)*
- ☐ *Schedule D: Creditors Who Have Claims Secured by Property (Official Form 206D)*
- ☐ *Schedule E/F: Creditors Who Have Unsecured Claims (Official Form 206E/F)*
- ☐ *Schedule G: Executory Contracts and Unexpired Leases (Official Form 206G)*
- ☐ *Schedule H: Codebtors (Official Form 206H)*
- ☐ *Summary of Assets and Liabilities for Non-Individuals (Official Form 206Sum)*
- ☐ Amended Schedule
- ☒ *Chapter 11 or Chapter 9 Cases: List of Creditors Who Have the 30 Largest Unsecured Claims and Are Not Insiders (Official Form 204)*
- ☒ Other document that requires a declaration **List of Equity Security Holders and Corporate Ownership Statement**

I declare under penalty of perjury that the foregoing is true and correct.

Executed on

08/02/2020

MM/ DD/YYYY

☒ **/s/ Holly Etlin**

Signature of individual signing on behalf of debtor

Holly Etlin

Printed name

Chief Restructuring Officer

Position or relationship to debtor

TAB G

Voluntary Petition of MWDC Holding Inc.

Fill in this information to identify the case:

United States Bankruptcy Court for the:

Southern District of Texas

(State)

Case number (if known):

Chapter

11☐ Check if this is an amended filing**Official Form 201****Voluntary Petition for Non-Individuals Filing for Bankruptcy**

04/20

If more space is needed, attach a separate sheet to this form. On the top of any additional pages, write the debtor's name and the case number (if known). For more information, a separate document, *Instructions for Bankruptcy Forms for Non-Individuals*, is available.

1. Debtor's Name MWDC Holding Inc.

2. All other names debtor used in the last 8 years

Include any assumed names, trade names, and *doing business as* names

3. Debtor's federal Employer Identification Number (EIN) 20-1402643

4. Debtor's address**Principal place of business****Mailing address, if different from principal place of business**6100 Stevenson Boulevard

Number Street

Number Street

P.O. Box

Fremont, California 94538

City State Zip Code

City State Zip Code

Location of principal assets, if different from principal place of businessAlameda County

County

Number Street

City State Zip Code

5. Debtor's website (URL) https://www.tailoredbrands.com/

6. Type of debtor☒ Corporation (including Limited Liability Company (LLC) and Limited Liability Partnership (LLP))☐ Partnership (excluding LLP)☐ Other. Specify:

Debtor MWDC Holding Inc.
Name

Case number (if known) _____

7. Describe debtor's business*A. Check One:*

- ☐ Health Care Business (as defined in 11 U.S.C. § 101(27A))
- ☐ Single Asset Real Estate (as defined in 11 U.S.C. § 101(51B))
- ☐ Railroad (as defined in 11 U.S.C. § 101(44))
- ☐ Stockbroker (as defined in 11 U.S.C. § 101(53A))
- ☐ Commodity Broker (as defined in 11 U.S.C. § 101(6))
- ☐ Clearing Bank (as defined in 11 U.S.C. § 781(3))
- ☒ None of the above

B. Check all that apply:

- ☐ Tax-exempt entity (as described in 26 U.S.C. § 501)
- ☐ Investment company, including hedge fund or pooled investment vehicle (as defined in 15 U.S.C. § 80a-3)
- ☐ Investment advisor (as defined in 15 U.S.C. § 80b-2(a)(11))

C. NAICS (North American Industry Classification System) 4-digit code that best describes debtor. See <http://www.uscourts.gov/four-digit-national-association-naics-codes>.
4481 (Clothing Stores)

8. Under which chapter of the Bankruptcy Code is the debtor filing?*Check One:*

- ☐ Chapter 7
- ☐ Chapter 9
- ☒ Chapter 11. *Check all that apply:*

A debtor who is a "small business debtor" must check the first sub-box. A debtor as defined in § 1182(1) who elects to proceed under subchapter V of chapter 11 (whether or not the debtor is a "small business debtor") must check the second sub-box.

- ☐ The debtor is a small business debtor as defined in 11 U.S.C. § 101(51D), and its aggregate noncontingent liquidated debts (excluding debts owed to insiders or affiliates) are less than \$2,725,625. If this sub-box is selected, attach the most recent balance sheet, statement of operations, cash-flow statement, and federal income tax return or if any of these documents do not exist, follow the procedure in 11 U.S.C. § 1116(1)(B).
- ☐ The debtor is a debtor as defined in 11 U.S.C. § 1182(1). Its aggregate noncontingent liquidated debts (excluding debts owed to insiders or affiliates) are less than \$7,500,000 **and it chooses to proceed under Subchapter V of Chapter 11.** If this sub-box is selected, attach the most recent balance sheet, statement of operations, cash-flow statement, and federal income tax return or if any of these documents do not exist, follow the procedure in 11 U.S.C. § 1116(1)(B).
- ☐ A plan is being filed with this petition.
- ☐ Acceptances of the plan were solicited prepetition from one or more classes of creditors, in accordance with 11 U.S.C. § 1126(b).
- ☒ The debtor is required to file periodic reports (for example, 10K and 10Q) with the Securities and Exchange Commission according to § 13 or 15(d) of the Securities Exchange Act of 1934. File the *Attachment to Voluntary Petition for Non-Individuals Filing for Bankruptcy under Chapter 11* (Official Form 201A) with this form.
- ☐ The debtor is a shell company as defined in the Securities Exchange Act of 1934 Rule 12b-2.

☐ Chapter 12**9. Were prior bankruptcy cases filed by or against the debtor within the last 8 years?**

☒ No District _____ When _____ Case number _____

☐ Yes. District _____ When _____ Case number _____

Debtor MWDC Holding Inc.
Name

Case number (if known) _____

10. Are any bankruptcy cases pending or being filed by a business partner or an affiliate of the debtor?☐ No☒ Yes.

Debtor

See Rider 1

Relationship

Affiliate

List all cases. If more than 1, attach a separate list.

District

Southern District of Texas

When

08/02/2020

MM / DD / YYYY

Case number, if known

11. Why is the case filed in this district?*Check all that apply:*☐

Debtor has had its domicile, principal place of business, or principal assets in this district for 180 days immediately preceding the date of this petition or for a longer part of such 180 days than in any other district.

☒

A bankruptcy case concerning debtor's affiliate, general partner, or partnership is pending in this district.

12. Does the debtor own or have possession of any real property or personal property that needs immediate attention?☒ No.☐ Yes. Answer below for each property that needs immediate attention. Attach additional sheets if needed.**Why does the property need immediate attention? (Check all that apply.)**☐

It poses or is alleged to pose a threat of imminent and identifiable hazard to public health or safety.

What is the hazard?

☐

It needs to be physically secured or protected from the weather.

☐

It includes perishable goods or assets that could quickly deteriorate or lose value without attention (for example, livestock, seasonal goods, meat, dairy, produce, or securities-related assets or other options).

☐

Other

Where is the property?

Number

Street

City

State

Zip Code

Is the property insured?☐ No☐ Yes.

Insurance agency

Contact name

Phone

Statistical and administrative information**13. Debtor's estimation of available funds***Check one:*☒

Funds will be available for distribution to unsecured creditors.

☐

After any administrative expenses are paid, no funds will be available for distribution to unsecured creditors.

14. Estimated number of creditors¹☐

1-49

☐

1,000-5,000

☒

25,001-50,000

☐

50-99

☐

5,001-10,000

☐

50,001-100,000

☐

100-199

☐

10,001-25,000

☐

More than 100,000

☐

200-999

¹ The Debtors' estimated assets, liabilities, and number of creditors noted here are provided on a consolidated basis.

Debtor MWDC Holding Inc.
Name

Case number (if known) _____

15. Estimated assets

☐ \$0-\$50,000	☐ \$1,000,001-\$10 million	☐ \$500,000,001-\$1 billion
☐ \$50,001-\$100,000	☐ \$10,000,001-\$50 million	☒ \$1,000,000,001-\$10 billion
☐ \$100,001-\$500,000	☐ \$50,000,001-\$100 million	☐ \$10,000,000,001-\$50 billion
☐ \$500,001-\$1 million	☐ \$100,000,001-\$500 million	☐ More than \$50 billion

16. Estimated liabilities

☐ \$0-\$50,000	☐ \$1,000,001-\$10 million	☐ \$500,000,001-\$1 billion
☐ \$50,001-\$100,000	☐ \$10,000,001-\$50 million	☒ \$1,000,000,001-\$10 billion
☐ \$100,001-\$500,000	☐ \$50,000,001-\$100 million	☐ \$10,000,000,001-\$50 billion
☐ \$500,001-\$1 million	☐ \$100,000,001-\$500 million	☐ More than \$50 billion

Request for Relief, Declaration, and Signatures

WARNING -- Bankruptcy fraud is a serious crime. Making a false statement in connection with a bankruptcy case can result in fines up to \$500,000 or imprisonment for up to 20 years, or both. 18 U.S.C. §§ 152, 1341, 1519, and 3571.

17. Declaration and signature of authorized representative of debtor

The debtor requests relief in accordance with the chapter of title 11, United States Code, specified in this petition.

I have been authorized to file this petition on behalf of the debtor.

I have examined the information in this petition 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 08/02/2020
MM/ DD / YYYY

X/s/ Holly EtlinHolly Etlin

Signature of authorized representative of debtor

Printed name

Title Chief Restructuring Officer**18. Signature of attorney****X**/s/ Matthew D. Cavanaugh

Date

08/02/2020

Signature of attorney for debtor

MM/ DD/YYYY

Matthew D. Cavanaugh

Printed name

Jackson Walker L.L.P.

Firm name

1401 McKinney Street, Suite 1900

Number

Street

Houston

City

Texas

State

77010

ZIP Code

(713) 752-4200

Contact phone

mcavanaugh@jw.com

Email address

24062656

Bar number

Texas

State

Fill in this information to identify the case:

United States Bankruptcy Court for the:

Southern District of Texas

(State)

Case number (if known): _____

Chapter **11**☐ Check if this is an amended filing**Rider 1****Pending Bankruptcy Cases Filed by the Debtor and Affiliates of the Debtor**

On the date hereof, each of the entities listed below (collectively, the "Debtors") filed a petition in the United States Bankruptcy Court for the Southern District of Texas for relief under chapter 11 of title 11 of the United States Code. The Debtors have moved for joint administration of these cases under the case number assigned to the chapter 11 case of Tailored Brands, Inc.

Tailored Brands, Inc.
JA Apparel Corp.
Jos. A. Bank Clothiers, Inc.
Joseph Abboud Manufacturing Corp.
K&G Men's Company Inc.
Moore's Retail Group Corp.
Moore's The Suit People Corp.
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 Holding Limited
The Joseph A. Bank Mfg. Co., Inc.
The Men's Wearhouse, Inc.
TMW Merchants LLC

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

In re:

MWDC HOLDING INC.,

Debtor.

)
) Chapter 11
)
) Case No. 20-[●] ([●])
)
)
)

LIST OF EQUITY SECURITY HOLDERS¹

Debtor	Equity Holders	Address of Equity Holder	Percentage of Equity Held
MWDC Holding Inc.	The Men's Wearhouse, Inc.	6100 Stevenson Boulevard Fremont, California 94538	100%

¹ This list reflects holders of five percent or more of Tailored Brands, Inc.'s common stock. This list serves as the disclosure required to be made by the debtor pursuant to rule 1007 of the Federal Rules of Bankruptcy Procedure. All equity positions listed are as of the date of commencement of the chapter 11 case. By the *Debtors' Emergency Motion for Entry of an Order (I) Authorizing the Debtors to File a Consolidated List of Creditors and a Consolidated List of the 30 Largest Unsecured Creditors, (II) Waiving the Requirement to File a List of Equity Security Holders, (III) Authorizing the Debtors to Redact Certain Personal Identification Information, (IV) Approving the Form and Manner of Notifying Creditors of the Commencement of the Chapter 11 Cases and Other Information, and (V) Granting Related Relief* filed contemporaneously herewith, the debtor is requesting a waiver of the requirement under rule 1007 to file a list of all of its equity security holders.

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

In re: MWDC HOLDING INC., Debtor.	)))))))	Chapter 11 Case No. 20-[●] ([●])
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CORPORATE OWNERSHIP STATEMENT

Pursuant to rules 1007(a)(1) and 7007.1 of the Federal Rules of Bankruptcy Procedure, the following are corporations, other than a government unit, that directly or indirectly own 10% or more of any class of the debtor's equity interest:

Shareholder	Approximate Percentage of Shares Held
The Men's Wearhouse, Inc.	100%

Fill in this information to identify the case:Debtor name Tailored Brands, Inc., et al.United States Bankruptcy Court for the: Southern District of Texas

Case number (If known): _____ (State)

☐ Check if this is an amended filing**Official Form 204****Chapter 11 or Chapter 9 Cases: List of Creditors Who Have the 30 Largest Unsecured Claims and Are Not Insiders**

12/15

A list of creditors holding the 30 largest unsecured claims must be filed in a Chapter 11 or Chapter 9 case. Include claims which the debtor disputes. Do not include claims by any person or entity who is an *insider*, as defined in 11 U.S.C. § 101(31). Also, do not include claims by secured creditors, unless the unsecured claim resulting from inadequate collateral value places the creditor among the holders of the 30 largest unsecured claims.

	Name of creditor and complete mailing address, including zip code	Name, telephone number and email address of creditor contact	Nature of claim (for example, trade debts, bank loans, professional services, and government contracts)	Indicate if claim is contingent, unliquidated, or disputed	Amount of claim		
					If the claim is fully unsecured, fill in only unsecured claim amount. If claim is partially secured, fill in total claim amount and deduction for value of collateral or setoff to calculate unsecured claim.		
					Total claim, if partially secured	Deduction for value of collateral or setoff [1]	Unsecured Claim
1	BANK OF NEW YORK MELLON TRUST COMPANY, N.A. 601 TRAVIS ST, 16TH FLOOR HOUSTON, TX 77002	CONTACT: LISA MCCANTS PHONE: 713-483-6752 EMAIL: LISA.MCCANTS@BNYMELLON.COM	SENIOR NOTES DUE 2022		\$179,916,000		\$179,916,000
2	ICON INTERNATIONAL INC LOCKBOX SERVICES 1487 DEPT 1487 350 N ORLEANS STREET STE 800 CHICAGO, IL 60654-1529	CONTACT: KATHLEEN CHOMIENNE PHONE: 203-388-1442 EMAIL: KCHOMIENNE@ICONINTERNATIONAL.COM	TRADE DEBTS		\$8,214,000		\$8,214,000
3	PEERLESS CLOTHING INC. 200 INDUSTRIAL PARK RD. SAINT ALBANS, VT 05478-1873	CONTACT: JOHN TIGHE PHONE: 469-500-8839 EMAIL: JOHNT@PEERLESS-CLOTHING.COM	TRADE DEBTS		\$8,115,000		\$8,115,000
4	ADOBE SYSTEMS INC 29322 NETWORK PLACE CHICAGO, IL 60673-1293	CONTACT: JEFFEREY YOUNG PHONE: 385-345-2280 EMAIL: JYOUNG@ADOBE.COM	TRADE DEBTS		\$7,047,000		\$7,047,000
5	WH BUYER, LLC DBA WHP GLOBAL 333 S GRAND AVENUE 28TH FLOOR LOS ANGELES, CA 90071	CONTACT: STEPHEN CONWELL PHONE: 646-518-8499 EMAIL: SCONWELL@WHP-GLOBAL.COM	ROYALTIES		\$5,781,000		\$5,781,000
6	ENGIE INSIGHT 1313 NORTH ATLANTIC, SUITE 5000 SPOKANE, WA 99201-2330	CONTACT: RICHARD COOMBE PHONE: 480-625-5055 EMAIL: RICHARD.COOMBE@ENGIE.COM	TRADE DEBTS		\$4,966,000		\$4,966,000

¹ The Debtors reserve the right to assert setoff and other rights with respect to any of the claims listed herein.

	Name of creditor and complete mailing address, including zip code	Name, telephone number and email address of creditor contact	Nature of claim (for example, trade debts, bank loans, professional services, and government contracts)	Indicate if claim is contingent, unliquidated, or disputed	Amount of claim If the claim is fully unsecured, fill in only unsecured claim amount. If claim is partially secured, fill in total claim amount and deduction for value of collateral or setoff to calculate unsecured claim.		
					Total claim, if partially secured	Deduction for value of collateral or setoff [1]	Unsecured Claim
7	MCKINSEY & COMPANY, INC. 3 WORLD TRADE CENTER 175 GREENWICH STREET NEW YORK, NY 10007	CONTACT: GENERAL COUNSEL OFFICE PHONE: 212-415-5372 EMAIL: KILLIAN_NOLAN@MCKINSEY.COM	PROFESSIONAL SERVICES		\$3,500,000		\$3,500,000
8	DAVID'S BRIDAL, INC. 1001 WASHINGTON ST. ASF MONTHLY INSTALLMENT CONSHOHOCKEN, PA 19428	CONTACT: JIM MARCUM PHONE: 603-455-5650 EMAIL: JMARCUM@DBI.COM	ROYALTIES		\$3,490,000		\$3,490,000
9	FLOW FORMAL ALLIANCE, LLC P.O. BOX 842683 BOSTON, MA 02284-2683	CONTACT: JEFF WEINTRAUB PHONE: 561-504-1846 EMAIL: LJTHEALIEN@AOL.COM	TRADE DEBTS		\$3,203,000		\$3,203,000
10	PRODUCTOS TEXTILES 800 METROS CARRETERA A LA JUTOSA, ZONA LIBRE INHDELVA CHOLOMA CORTEZ, HND	CONTACT: JACOBO KATTAN PHONE: 50499785004 EMAIL: JACOBO.KATTAN@PROTEXSA.HN	TRADE DEBTS		\$2,786,000		\$2,786,000
11	PHILLIPS VAN HEUSEN CORP P.O. BOX 532513 ATLANTA, GA 30353-2513	CONTACT: ANN RALKO PHONE: 908-332-4698 EMAIL: ANN.RALKO@PVH.COM	TRADE DEBTS		\$2,668,000		\$2,668,000
12	VETEMENTS PEERLESS CLOTHING 8888 BOUL PIE 1X MONTREAL, QC H1Z 4J5 CAN	CONTACT: JOHN TIGHE PHONE: 469-500-8839 EMAIL: JOHNT@PEERLESS-CLOTHING.COM	TRADE DEBTS		\$2,224,000		\$2,224,000
13	GOOGLE, INC. DEPT 33654 P.O. BOX 39000 SAN FRANCISCO, CA 94139	CONTACT: RICH JONES PHONE: 650-862-1371 EMAIL: RJONES@GOOGLE.COM	TRADE DEBTS		\$1,841,000		\$1,841,000
14	LAGUNA CLOTHING(MAURITIUS)LTD BOUNDARY ROAD QUATRE BORNES, MUS	CONTACT: ERIC DORCHIES PHONE: 23054233500 EMAIL: EDORCHIES@AQUARELLE-CLOTHING.COM	TRADE DEBTS		\$1,630,000		\$1,630,000
15	TOP GENUINE, LLC PO BOX 50001 PASADENA, CA 91105	CONTACT: RAY TOLLES PHONE: 213-479-3000 EMAIL: RAY.TOLLES@GMAIL.COM	TRADE DEBTS		\$1,567,000		\$1,567,000
16	KENNETH COLE PRODUCTION/ROYALTIES/ADVE RT 400 PLAZA DRIVE SECAUCUS, NJ 07094	CONTACT: KENNETH COLE PHONE: 914-806-2323 EMAIL: KENNETH@KENNETHCOLE.COM	ROYALTIES		\$1,464,000		\$1,464,000
17	CASS INFORMATION SYSTEMS INC. P.O. BOX 17617 ST.LOUIS, MO 63178	CONTACT: DEREK PANO PHONE: 978-323-6567 EMAIL: DAPANO@CASSINFO.COM	TRADE DEBTS		\$1,461,000		\$1,461,000
18	AT&T P.O. BOX 5019 CAROL STREAM, IL 60197-5019	CONTACT: CHARLES KEETON PHONE: 281-797-1882 EMAIL: CK6861@ATT.COM	UTILITY		\$1,361,000		\$1,361,000

	Name of creditor and complete mailing address, including zip code	Name, telephone number and email address of creditor contact	Nature of claim (for example, trade debts, bank loans, professional services, and government contracts)	Indicate if claim is contingent, unliquidated, or disputed	Amount of claim		
					If the claim is fully unsecured, fill in only unsecured claim amount. If claim is partially secured, fill in total claim amount and deduction for value of collateral or setoff to calculate unsecured claim.		
					Total claim, if partially secured	Deduction for value of collateral or setoff [1]	Unsecured Claim
19	PT UNGARAN SARI GARMENTS KUNINGAN CITY (AXA TOWER), 41ST FLOOR JL. PROF. DR.SATRIO JAKARTA, 12940 IND	CONTACT: MANISH VIRMANI PHONE: 628111045222 EMAIL: MANISH.VIRMANI@BUSANAGROUP.COM	TRADE DEBTS		\$1,205,000		\$1,205,000
20	JIANGSU SUNSHINE CO. LTD./ FABRIC WIRE XINQIAO TOWN,UIANGYIN CITY JIANGSU PROVINCE 214426, CHN	CONTACT: LIPING PHONE: 760-224-7532 EMAIL: LIPINGHECN@YAHOO.COM	TRADE DEBTS		\$914,000		\$914,000
21	HCL TECHNOLOGIES LTD 806 SIDDHARTH 96 NEHRU PLACE NEW DEHLI, 110-0119 IND	CONTACT: TRACY DECICCO PHONE: 303-570-3801 EMAIL: TRACY.DECICCO@HCL.COM	TRADE DEBTS		\$875,000		\$875,000
22	STAPLES PO BOX 70242 PHILADELPHIA, PA 19176-0242	PHONE: 877-826-7755	TRADE DEBTS		\$823,000		\$823,000
23	CT CORPORATION PO BOX 4349 CAROL STREAM, IL 60197-4349	CONTACT: BONNUS SMITH PHONE: 713-882-8566 EMAIL: BONNIE.SMITH@WOLTERSKLUWER.COM	TRADE DEBTS		\$812,000		\$812,000
24	FABIAN COUTURE GROUP 205C CHUBB AVENUE LYNDHURST, NJ 07071	CONTACT: ALLAN WEISS PHONE: 201-248-3562 EMAIL: AAJWEISS@AOL.COM	TRADE DEBTS		\$805,000		\$805,000
25	FLORSHEIM SHOE CO. 7734 SOLUTION CENTER CHICAGO, IL 60677-7007	CONTACT: JOHN FLORSHEIM PHONE: 414-908-1889 EMAIL: JFLORSHEIM@WEYCOGROUP.COM	TRADE DEBTS		\$784,000		\$784,000
26	CAULFEILD APPAREL GROUP LTD 1400 WHITEHORSE RD TORONTO, ON M3J3A7 CAN	CONTACT: MARIO TOMEI PHONE: 416-720-5984 EMAIL: MARIOT@CAULFEILD	TRADE DEBTS		\$782,000		\$782,000
27	TRANSPACIFIC INC. C/O TRANSPACIFIC P.O. BOX 75359 CHICAGO, IL 60675-5359	CONTACT: NING ZHOA PHONE: 917-886-9518 EMAIL: NING@MORETTISHOE.COM	TRADE DEBTS		\$776,000		\$776,000
28	MM FASHION AND DESIGN INC 9202 CHARLES SMITH AVENUE RANCHO CUCAMONGA, CA 91730	CONTACT: ANGEL MARTINEZ PHONE: 909-720-8661 EMAIL: ANGEL@MMFASHIONINC.COM	TRADE DEBTS		\$742,000		\$742,000
29	BLDG MANAGEMENT CO., INC. / 7101 417 FIFTH AVENUE, 4TH FLOOR NEW YORK, NY 10016	CONTACT: SARA FONTANET PHONE: 212-624-4337 EMAIL: SFONTANET@BLDG.COM	RENT		\$703,000		\$703,000
30	SITUS ASSET MANAGEMENT, LLC / #220 C/O BTR HAMPSTEAD, LLC SIGNATURE BANK NEWARK, NJ 07101-8084	CONTACT: ANGELA BALDWIN PHONE: 410-844-3906 EMAIL: ABALDWIN@BTRCAPITALGROUP.COM	RENT		\$701,000		\$701,000

MWDC HOLDING INC.

**WRITTEN CONSENT OF DIRECTORS
IN LIEU OF ANNUAL MEETING**

Pursuant to Section 141(f) of the General Corporation Law of the State of Delaware, the undersigned, being all of the directors of MWDC Holding Inc., a Delaware corporation (the “Company”), and in lieu of the annual meeting of directors, the call and notice of which are hereby expressly waived, do hereby consent to the adoption of and adopt the resolutions set forth on Annex A attached hereto.

This consent may be executed in counterparts, each of which shall be deemed an original, and all of which taken together shall constitute one instrument. A copy of this consent signed and delivered by telecopy, facsimile or other electronic transmission shall be considered an original, executed consent.

IN WITNESS WHEREOF, the undersigned has executed this consent effective as of _____ August 2, 2020.

DIRECTORS:



A. Alexander Rhodes

Annex A**1. Election of Officers**

NOW, THEREFORE, BE IT RESOLVED, that each of the following persons is hereby elected to the offices of the Company set forth beside his or her name, to serve in accordance with the provisions of the by-laws of the Company and until his or her successor shall have been elected and shall have qualified:

<u>NAME</u>	<u>OFFICE</u>
Dinesh Lathi	President and Chief Executive Officer
A. Alexander Rhodes	Executive Vice President and General Counsel
Aidan Arney	Vice President, Corporate Tax
Francisco Fuentes	Vice President, Risk Management
Laura Ann Smith	Vice President, Assistant General Counsel - Corporate and Securities Law and Secretary
John Vazquez	Vice President, Chief Accounting Officer and Treasurer

2. Restructuring Support Agreement

WHEREAS, the board of directors (the “Governing Body”) of MWDC Holding Inc. (the “Company”) has reviewed and considered (i) the recommendation by the Board of Directors of Tailored Brands, Inc. (the “Board”) and the authorized officers and representatives of Tailored Brands, Inc. (“Management”) that the Company enter into that certain restructuring support agreement (in such form as authorized and executed by any Authorized Officer (as defined below), with such authorization as evidenced by the execution and delivery by any such Authorized Signatory, the “Restructuring Support Agreement”), (ii) the presentations by the Advisors regarding the liabilities and liquidity of the Company, the strategic alternatives available to the Company, and the impact of the foregoing on the Company’s business, (iii) the information and advice previously provided to and reviewed by the Governing Body, the Board, and Management, and (iv) the related matters reported on at meetings of the Governing Body and the Board;

WHEREAS, the Governing Body has had the opportunity to consult with Management and the Board and the financial, restructuring, and legal advisors described in Section 4 herein (collectively, the “Advisors”) and fully consider each of the strategic alternatives available to the Company;

WHEREAS, Management is continuing to negotiate the Restructuring Support Agreement with the Company’s stakeholders, with the terms of such Restructuring Support Agreement to be substantially consistent with the terms set forth in the presentations by Management; and

WHEREAS, the Restructuring Support Agreement provides that it can be terminated if the Governing Body determines, after consulting with counsel, that proceeding with any of the restructuring transactions contemplated by the Restructuring Support Agreement would be inconsistent with applicable law or the Governing Body's fiduciary duties.

NOW, THEREFORE, BE IT RESOLVED, that it is desirable and in the best interests the Company, its stakeholders, its creditors, and other parties in interest, to enter into the Restructuring Support Agreement, and that the Company's performance of its obligations under the Restructuring Support Agreement, and all other exhibits, schedules, attachments, and ancillary documents or agreements related thereto, hereby is, in all respects, authorized and approved;

FURTHER RESOLVED, that Management is hereby authorized and directed to take all actions necessary or advisable to negotiate and finalize the Restructuring Support Agreement and, subject to receiving sufficient consents from the Consenting Term Loan Lenders (as defined in the Restructuring Support Agreement), enter into and perform under the Restructuring Support Agreement, and the restructuring contemplated thereunder; and

FURTHER RESOLVED, that the officers of the Company, including but not limited to the President and Chief Executive Officer, any Vice President, the Treasurer, the Secretary or any Assistant Secretary of the Company and any other person designated by the Governing Body (collectively, the "Authorized Officers") shall be, and each of them individually hereby is, authorized for and on behalf of the Company to take all actions (including, without limitation, to negotiate and execute any agreements, documents, certificates, supplemental agreements and instruments) necessary or advisable to finalize the Restructuring Support Agreement and, subject to receiving sufficient consents from the Consenting Term Loan Lenders (as defined in the Restructuring Support Agreement), to enter into the Restructuring Support Agreement, and to perform all the transactions contemplated thereby, that in the judgment of the applicable Authorized Officers, are necessary or appropriate to effectuate and carry out the purposes and intent of the foregoing resolutions (such determination to be conclusively evidenced by the taking of such action or execution thereof).

3. Chapter 11 Filing

WHEREAS, the Governing Body has considered certain materials presented by Management and the Advisors, including, but not limited to, materials regarding the liabilities and obligations of the Company, its liquidity, strategic alternatives available to it, and the effect of the foregoing on the Company's business, and has had adequate opportunity to consult such persons regarding the materials presented, obtain additional information, and to fully consider each of the strategic alternatives available to the Company; and

WHEREAS, the Governing Body has had the opportunity to consult with Management, the Board, and the Advisors and consider each of the strategic alternatives available to the Company.

NOW, THEREFORE, BE IT RESOLVED, that in the judgment of the Governing Body, it is desirable and in the best interests of the Company, its creditors, and other parties in interest,

that the Company shall be, and hereby is, authorized to file, or cause to be filed, a voluntary petition for relief (such voluntary petition, and the voluntary petitions to be filed by the Company's affiliates, collectively, the "Chapter 11 Cases") under the provisions of chapter 11 of title 11 of the United States Code (the "Bankruptcy Code") in the United States Bankruptcy Court for the Southern District of Texas (the "Bankruptcy Court") and any other petition for relief or recognition or other order that may be desirable under applicable law; and

FURTHER RESOLVED, that the Authorized Officers, acting alone or with one or more other Authorized Officers of the Company be, and each of them hereby is authorized, empowered, and directed to execute and file on behalf of the Company all petitions, schedules, lists, and other motions, objections, replies, applications, papers, or documents as necessary or advisable to commence the Chapter 11 Cases and obtain chapter 11 relief, and to take any and all actions that they deem necessary or proper to obtain such relief, including, without limitation, any action necessary to maintain the ordinary course operation of the Company's business.

4. Senior Secured Super-Priority Debtor-In-Possession Credit Agreement

WHEREAS, TAILORED BRANDS, INC., a Texas corporation, THE MEN'S WEARHOUSE, INC., a Texas corporation, as debtor and debtor-in-possession, each of the other U.S. Subsidiary Borrowers from time to time party thereto (each of the foregoing, individually, as a "U.S. Borrower" and, collectively, as the "U.S. Borrowers"), MOORES THE SUIT PEOPLE CORP., a Nova Scotia unlimited liability company (the "Canadian Borrower" and, together with the U.S. Borrowers, the "Borrowers"), the Canadian Guarantors from time to time party thereto, the Lenders from time to time party thereto, JPMORGAN CHASE BANK, N.A., as Administrative Agent ("U.S. Agent"), and JPMORGAN CHASE BANK, N.A. TORONTO BRANCH, as Canadian Administrative Agent ("Canadian Agent"; together with the U.S. Agent, the "Agents"), propose to enter into that certain SENIOR SECURED SUPER-PRIORITY DEBTOR-IN-POSSESSION CREDIT AGREEMENT dated as of the date hereof (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "DIP Credit Agreement");

WHEREAS, the obligation of the Lenders to make Loans to the Borrowers under the DIP Credit Agreement is subject to the Company having satisfied certain conditions described in the DIP Credit Agreement and the other Loan Documents (as defined below) to which it is a party;

WHEREAS, the DIP Credit Agreement requires the Company to guaranty and to grant a security interest to secure the obligations under the Loan Documents; and

WHEREAS, the Company will obtain benefits from the Loans made to the Borrowers under the DIP Credit Agreement.

NOW, THEREFORE, BE IT RESOLVED, that the form, terms and provisions of each of the instruments and documents listed below (collectively, the "Loan Documents"), substantially in the form received by the undersigned and the Company's execution, delivery and performance of its obligations under the Loan Documents, including without limitation the grant of security interests under the Loan Documents, and, any borrowings or guaranty therewith, be, and hereby are, in all respects, approved:

- a) any promissory note executed by the Companies in connection with the DIP Credit Agreement;
- b) any fee letter in connection with the DIP Credit Agreement;
- c) any Collateral Document in connection with the DIP Credit Agreement;
- d) any intellectual property security agreement in connection with the DIP Credit Agreement;
- e) the Interim Order;
- f) the Final Order;
- g) the Intercreditor Agreement;
- h) the Intercompany Subordination Agreement;
- i) the Intercreditor Acknowledgement;
- j) any commitment letter in connection with the DIP Credit Agreement;
- k) any guarantee in connection with the DIP Credit Agreement;
- l) any assignment documents, security agreements, notices, financing statements, tax affidavits, and other instruments as the Agents and/or the Lenders may reasonably request or as may be necessary or appropriate to create, preserve and perfect the Liens of Agents and/or the Lenders required pursuant to the Loan Documents to be created in the Collateral;
- m) agreements with third parties (including, without limitation, bank agency agreements, lockbox agreements, cash management agreements, hedge agreements, control agreements, landlord agreements, Collateral Access Agreements, bailee letters, and warehouse letters) relating to the Collateral; and
- n) such other Loan Documents (as defined in the DIP Credit Agreement), agreements, documents, Orders, pledges, powers of attorney, instruments, letters of credit, acknowledgements, statements, paper, certificates and other documents and instruments, including any interest rate swaps, caps, collars or similar hedging agreement and any financing statements (or amendments thereto) that may be contemplated by, or as may be required by or executed in connection with any of the Loan Documents.

FURTHER RESOLVED, that the Authorized Officers, acting alone or with one or more other Authorized Officers be, and hereby is, authorized and empowered to execute and deliver, and perform all of the obligations and the transactions contemplated under each of the Loan Documents in the name and on behalf of the Company, with such changes therein as shall be approved by the Authorized Officer executing the same, with such execution by said Authorized

Officer to constitute conclusive evidence of his or her approval of the terms thereof, including any departures therein from the form presented to the Governing Body;

FURTHER RESOLVED, that any person dealing with an Authorized Officer may conclusively rely upon the authority of such Authorized Officer by the execution of a document or agreement;

FURTHER RESOLVED, that the Company will obtain benefits from the loans made to the Company under the DIP Credit Agreement and the other Loan Documents which are necessary and convenient to the conduct, promotion and attainment of the business of the Company;

FURTHER RESOLVED, that the incurrence by the Company of the borrowings and obligations under the Loan Documents is hereby authorized and approved in all respects and the transactions contemplated by the Loan Documents are approved in all respects;

FURTHER RESOLVED, that each of the Authorized Officers be, and hereby is, authorized and empowered to take all actions or to not take any action in the name of the Company with respect to the transactions contemplated by these resolutions as the sole shareholder or sole member, of each direct or indirect subsidiary of the Company, if any, whether existing now or in the future, in each case, as such Authorized Officer shall deem necessary or desirable in such Authorized Officer's reasonable business judgment, including without limitation the authorization of resolutions and agreements necessary to authorize the execution, delivery and performance pursuant to the DIP Credit Agreement or any of the Loan Documents (including certificates, affidavits, financing statements, notices, reaffirmations and amendments and restatements thereof or relating thereto) as may be necessary or convenient to effectuate the purposes of the transactions contemplated herein;

FURTHER RESOLVED, that the Company be and it hereby is, authorized and directed to grant the Liens and security interests with respect to all or substantially all of its assets contemplated and as and when required by the Collateral Documents and the other Loan Documents in favor of the Agents and/or the Lenders to secure the Obligations (and any renewals, increases, extension for any period of rearrangement thereof) and to provide the guarantees contemplated in the Loan Documents;

FURTHER RESOLVED, that the Agents are authorized to file or record financing statements and other filing or recording documents or instruments with respect to the Collateral without the signature of the Company in such form and substance and in such offices as the Agents determine appropriate to continue to perfect the security interests of the Agents for the benefit of the Lenders under the DIP Credit Agreement and the other Loan Documents, as appropriate, and the Agents are authorized to use the collateral description "all or substantially all personal property assets of the Debtor, whether now existing or hereafter arising" or any similar description in any such financing statements;

FURTHER RESOLVED, that the Company be, and hereby is, authorized to guaranty the payment in full and performance of all Obligations, to the extent applicable, of its direct or indirect subsidiaries;

FURTHER RESOLVED, that any specific resolutions that may be required to have been adopted by the Company in connection with the actions contemplated by the foregoing resolutions be, and they hereby are, adopted, and the Authorized Officers of the Company be, and each of them acting alone hereby is authorized to certify as to the adoption of any and all such resolutions and attach such resolutions hereto;

FURTHER RESOLVED, that the omission from these resolutions of any agreement, document or other arrangement contemplated by any of the agreements, documents or instruments described in the foregoing resolutions or any action to be taken in accordance with any requirement of any of the agreements, documents, or instruments described in the foregoing resolutions shall in no manner derogate from the authority of the Authorized Officers, or any officer of the Company acting at their direction, to take all actions necessary, desirable, advisable or appropriate to consummate, effectuate carry out or further the transactions contemplated by, and the intent and purposes of, the foregoing resolutions;

FURTHER RESOLVED, that each of the Authorized Officers be, and hereby is, authorized and empowered to take all such further actions including, without limitation, to pay all fees, (including without limitation, the fees under the Fee Letters and expenses in accordance with the terms of the Loan Documents), to arrange for and enter into supplemental agreements, instruments, amendments, amendment and restatements, modifications, renewals, replacements, consolidations, substitutions, extensions, certificates or documents relating to the transactions contemplated by any of the Loan Documents and to execute and deliver all such supplemental agreements, instruments, amendments, amendment and restatements, modifications, renewals, replacements, consolidations, substitutions, extensions, certificates or documents in the name and on behalf of the Company, which shall in their sole judgment be necessary, proper or advisable in order to perform the Company's obligations under or in connection with any of the Loan Documents and the transactions contemplated therein, and to carry out fully the intent of the foregoing resolution. The performance of any such further act and the execution of any such document or instrument by any of the aforesaid Authorized Officers of the Company pursuant to these resolutions shall be conclusive evidence that the same have been authorized and approved by the Company in every respect;

FURTHER RESOLVED, that all acts and actions taken by any Authorized Officer prior to the date hereof with respect to the transactions contemplated by the Loan Documents (as defined in the DIP Credit Agreement), and any and all agreements, instruments, certificates or documents heretofore executed be, and hereby are, in all respects confirmed, approved and ratified; and

FURTHER RESOLVED, that all initially capitalized terms used in the resolutions under the caption "SENIOR SECURED SUPER-PRIORITY DEBTOR-IN-POSSESSION CREDIT AGREEMENT" and otherwise without definition shall have the meanings ascribed to them in the DIP Credit Agreement.

5. Retention of Professionals

NOW, THEREFORE, BE IT RESOLVED that each of the Authorized Officers be, and they hereby are, authorized and directed to employ the following professionals on behalf of the Company: (i) the law firm of Kirkland & Ellis LLP and Kirkland & Ellis International LLP, as

general bankruptcy counsel, (ii) the law firm of Jackson Walker L.L.P., as co-bankruptcy counsel, (iii) the law firm of Stikeman Elliot LLP, as co-bankruptcy counsel, (iv) the law firm of Mourant Ozannes, as co-bankruptcy counsel, (v) PJT Partners LP, as financial advisor, (vi) AlixPartners, LLP, as restructuring advisor, (vii) Prime Clerk LLC, as notice and claims agent, (viii) A&G Realty Partners, LLC, as a real estate consultant and advisor, and (ix) any other legal counsels, accountants, financial advisors, restructuring advisors or other professionals the Authorized Officers deem necessary, appropriate or advisable; each to represent and assist the Company in carrying out its duties and responsibilities and exercising its rights under the Bankruptcy Code and applicable law (including, but not limited to, the law firms filing any pleadings and responses); and in connection therewith, each of the Authorized Officers be, and hereby is authorized, empowered and directed, in accordance with the terms and conditions hereof, to execute appropriate retention agreements and to cause to be filed appropriate applications for authority to reach such services; and

FURTHER RESOLVED, that all acts and deeds previously performed by any of the officers of the Authorized Officers, as may be applicable, prior to the adoption of the foregoing recitals and resolutions that are within the authority conferred by the foregoing recitals and resolutions, are hereby ratified, confirmed and approved in all respects as the authorized acts and deeds of the Authorized Officers, as the case may be.

6. General

NOW, THEREFORE, BE IT RESOLVED, that in addition to the specific authorizations heretofore conferred upon the Authorized Officers, each of the Authorized Officers (and their designees and delegates) be, and they hereby are, authorized and empowered, in the name of and on behalf of the Company, to take or cause to be taken any and all such other and further action to: execute, acknowledge, deliver, and file any and all such agreements, certificates, instruments, and other documents; and pay all expenses, including but not limited to filing fees, in each case as in such officer's or officers' judgment, shall be necessary, advisable, or desirable to fully carry out the intent and accomplish the purposes of the resolutions adopted herein;

FURTHER RESOLVED, that the Governing Body has received sufficient notice of the actions and transactions relating to the matters contemplated by the foregoing resolutions, as may be required by the organizational documents of the Company, or hereby waive any right to have received such notice;

FURTHER RESOLVED, that all acts, actions and transactions relating to the matters contemplated by the foregoing resolutions done in the name of and on behalf of the Company, which acts would have been approved by the foregoing resolutions except that such acts were taken before the adoption of these resolutions, are hereby in all respects approved and ratified as the true acts and deeds of the Company with the same force and effect as if each such act, transaction, agreement or certificate has been specifically authorized in advance by resolution of the Governing Body; and

FURTHER RESOLVED, that each of the Authorized Officers (and their designees and delegates) be and hereby is authorized and empowered to take all actions or to not take any action in the name of the Company with respect to the transactions contemplated by these resolutions

hereunder, as such Authorized Officers shall deem necessary or desirable in such Authorized Officer's reasonable judgment as may be necessary or convenient to effectuate the purposes of the transactions contemplated herein.

Fill in this information to identify the case and this filing:	
Debtor Name	MWDC Holding Inc.
United States Bankruptcy Court for the:	Southern District of Texas
Case number (If known):	(State)

Official Form 202**Declaration Under Penalty of Perjury for Non-Individual Debtors**

12/15

An individual who is authorized to act on behalf of a non-individual debtor, such as a corporation or partnership, must sign and submit this form for the schedules of assets and liabilities, any other document that requires a declaration that is not included in the document, and any amendments of those documents. This form must state the individual's position or relationship to the debtor, the identity of the document, and the date. Bankruptcy Rules 1008 and 9011.

WARNING -- Bankruptcy fraud is a serious crime. Making a false statement, concealing property, or obtaining money or property by fraud in connection with a bankruptcy case can result in fines up to \$500,000 or imprisonment for up to 20 years, or both. 18 U.S.C. §§ 152, 1341, 1519, and 3571.

Declaration and signature

I am the president, another officer, or an authorized agent of the corporation; a member or an authorized agent of the partnership; or another individual serving as a representative of the debtor in this case.

I have examined the information in the documents checked below and I have a reasonable belief that the information is true and correct:

- ☐ *Schedule A/B: Assets-Real and Personal Property (Official Form 206A/B)*
- ☐ *Schedule D: Creditors Who Have Claims Secured by Property (Official Form 206D)*
- ☐ *Schedule E/F: Creditors Who Have Unsecured Claims (Official Form 206E/F)*
- ☐ *Schedule G: Executory Contracts and Unexpired Leases (Official Form 206G)*
- ☐ *Schedule H: Codebtors (Official Form 206H)*
- ☐ *Summary of Assets and Liabilities for Non-Individuals (Official Form 206Sum)*
- ☐ *Amended Schedule*
- ☒ *Chapter 11 or Chapter 9 Cases: List of Creditors Who Have the 30 Largest Unsecured Claims and Are Not Insiders (Official Form 204)*
- ☒ Other document that requires a declaration **List of Equity Security Holders and Corporate Ownership Statement**

I declare under penalty of perjury that the foregoing is true and correct.

Executed on

08/02/2020

MM/ DD/YYYY

**/s/ Holly Etlin**

Signature of individual signing on behalf of debtor

Holly Etlin

Printed name

Chief Restructuring Officer

Position or relationship to debtor

TAB H

Voluntary Petition of Nashawena Mills Corp.

Fill in this information to identify the case:

United States Bankruptcy Court for the:

Southern District of Texas

(State)

Case number (if known):

Chapter

11☐ Check if this is an amended filing**Official Form 201****Voluntary Petition for Non-Individuals Filing for Bankruptcy**

04/20

If more space is needed, attach a separate sheet to this form. On the top of any additional pages, write the debtor's name and the case number (if known). For more information, a separate document, *Instructions for Bankruptcy Forms for Non-Individuals*, is available.

1. Debtor's Name Nashawena Mills Corp.**2. All other names debtor used in the last 8 years**

Include any assumed names, trade names, and *doing business as* names

3. Debtor's federal Employer Identification Number (EIN)04-3276845**4. Debtor's address****Principal place of business****Mailing address, if different from principal place of business**6100 Stevenson Boulevard

Number Street

Number Street

P.O. Box

Fremont, California 94538

City State Zip Code

City State Zip Code

Location of principal assets, if different from principal place of businessAlameda County

County

Number Street

City State Zip Code

5. Debtor's website (URL)https://www.tailoredbrands.com/**6. Type of debtor**☒ Corporation (including Limited Liability Company (LLC) and Limited Liability Partnership (LLP))☐ Partnership (excluding LLP)☐ Other. Specify:

Debtor Nashawena Mills Corp.
Name

Case number (if known) _____

7. Describe debtor's business*A. Check One:*

- ☐ Health Care Business (as defined in 11 U.S.C. § 101(27A))
- ☐ Single Asset Real Estate (as defined in 11 U.S.C. § 101(51B))
- ☐ Railroad (as defined in 11 U.S.C. § 101(44))
- ☐ Stockbroker (as defined in 11 U.S.C. § 101(53A))
- ☐ Commodity Broker (as defined in 11 U.S.C. § 101(6))
- ☐ Clearing Bank (as defined in 11 U.S.C. § 781(3))
- ☒ None of the above

B. Check all that apply:

- ☐ Tax-exempt entity (as described in 26 U.S.C. § 501)
- ☐ Investment company, including hedge fund or pooled investment vehicle (as defined in 15 U.S.C. § 80a-3)
- ☐ Investment advisor (as defined in 15 U.S.C. § 80b-2(a)(11))

C. NAICS (North American Industry Classification System) 4-digit code that best describes debtor. See <http://www.uscourts.gov/four-digit-national-association-naics-codes> .
4481 (Clothing Stores)

8. Under which chapter of the Bankruptcy Code is the debtor filing?*Check One:*

- ☐ Chapter 7
- ☐ Chapter 9
- ☒ Chapter 11. *Check all that apply:*

A debtor who is a "small business debtor" must check the first sub-box. A debtor as defined in § 1182(1) who elects to proceed under subchapter V of chapter 11 (whether or not the debtor is a "small business debtor") must check the second sub-box.

- ☐ The debtor is a small business debtor as defined in 11 U.S.C. § 101(51D), and its aggregate noncontingent liquidated debts (excluding debts owed to insiders or affiliates) are less than \$2,725,625. If this sub-box is selected, attach the most recent balance sheet, statement of operations, cash-flow statement, and federal income tax return or if any of these documents do not exist, follow the procedure in 11 U.S.C. § 1116(1)(B).
- ☐ The debtor is a debtor as defined in 11 U.S.C. § 1182(1). Its aggregate noncontingent liquidated debts (excluding debts owed to insiders or affiliates) are less than \$7,500,000 **and it chooses to proceed under Subchapter V of Chapter 11.** If this sub-box is selected, attach the most recent balance sheet, statement of operations, cash-flow statement, and federal income tax return or if any of these documents do not exist, follow the procedure in 11 U.S.C. § 1116(1)(B).
- ☐ A plan is being filed with this petition.
- ☐ Acceptances of the plan were solicited prepetition from one or more classes of creditors, in accordance with 11 U.S.C. § 1126(b).
- ☒ The debtor is required to file periodic reports (for example, 10K and 10Q) with the Securities and Exchange Commission according to § 13 or 15(d) of the Securities Exchange Act of 1934. File the *Attachment to Voluntary Petition for Non-Individuals Filing for Bankruptcy under Chapter 11* (Official Form 201A) with this form.
- ☐ The debtor is a shell company as defined in the Securities Exchange Act of 1934 Rule 12b-2.

☐ Chapter 12**9. Were prior bankruptcy cases filed by or against the debtor within the last 8 years?**

- ☒ No District _____ When _____ Case number _____
- ☐ Yes. District _____ When _____ Case number _____

Debtor Nashawena Mills Corp. Case number (if known) _____
 Name _____

10. Are any bankruptcy cases pending or being filed by a business partner or an affiliate of the debtor? ☐ No ☒ Yes. Debtor See Rider 1 Relationship Affiliate
 List all cases. If more than 1, attach a separate list. District Southern District of Texas When 08/02/2020
 Case number, if known MM / DD / YYYY

11. Why is the case filed in this district? *Check all that apply:*
☐ Debtor has had its domicile, principal place of business, or principal assets in this district for 180 days immediately preceding the date of this petition or for a longer part of such 180 days than in any other district.
☒ A bankruptcy case concerning debtor's affiliate, general partner, or partnership is pending in this district.

12. Does the debtor own or have possession of any real property or personal property that needs immediate attention? ☒ No.
☐ Yes. Answer below for each property that needs immediate attention. Attach additional sheets if needed.
Why does the property need immediate attention? (Check all that apply.)

- ☐ It poses or is alleged to pose a threat of imminent and identifiable hazard to public health or safety.
 What is the hazard?
☐ It needs to be physically secured or protected from the weather.
☐ It includes perishable goods or assets that could quickly deteriorate or lose value without attention (for example, livestock, seasonal goods, meat, dairy, produce, or securities-related assets or other options).
☐ Other

Where is the property?

Number Street
 City State Zip Code

Is the property insured?

- ☐ No
☐ Yes. Insurance agency _____
 Contact name _____
 Phone _____

Statistical and administrative information

13. Debtor's estimation of available funds *Check one:*
☒ Funds will be available for distribution to unsecured creditors.
☐ After any administrative expenses are paid, no funds will be available for distribution to unsecured creditors.

14. Estimated number of creditors¹

☐ 1-49	☐ 1,000-5,000	☒ 25,001-50,000
☐ 50-99	☐ 5,001-10,000	☐ 50,001-100,000
☐ 100-199	☐ 10,001-25,000	☐ More than 100,000
☐ 200-999		

¹ The Debtors' estimated assets, liabilities, and number of creditors noted here are provided on a consolidated basis.

Debtor Nashawena Mills Corp.
Name

Case number (if known) _____

15. Estimated assets

☐ \$0-\$50,000	☐ \$1,000,001-\$10 million	☐ \$500,000,001-\$1 billion
☐ \$50,001-\$100,000	☐ \$10,000,001-\$50 million	☒ \$1,000,000,001-\$10 billion
☐ \$100,001-\$500,000	☐ \$50,000,001-\$100 million	☐ \$10,000,000,001-\$50 billion
☐ \$500,001-\$1 million	☐ \$100,000,001-\$500 million	☐ More than \$50 billion

16. Estimated liabilities

☐ \$0-\$50,000	☐ \$1,000,001-\$10 million	☐ \$500,000,001-\$1 billion
☐ \$50,001-\$100,000	☐ \$10,000,001-\$50 million	☒ \$1,000,000,001-\$10 billion
☐ \$100,001-\$500,000	☐ \$50,000,001-\$100 million	☐ \$10,000,000,001-\$50 billion
☐ \$500,001-\$1 million	☐ \$100,000,001-\$500 million	☐ More than \$50 billion

Request for Relief, Declaration, and Signatures

WARNING -- Bankruptcy fraud is a serious crime. Making a false statement in connection with a bankruptcy case can result in fines up to \$500,000 or imprisonment for up to 20 years, or both. 18 U.S.C. §§ 152, 1341, 1519, and 3571.

17. Declaration and signature of authorized representative of debtor

The debtor requests relief in accordance with the chapter of title 11, United States Code, specified in this petition.

I have been authorized to file this petition on behalf of the debtor.

I have examined the information in this petition 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 08/02/2020
MM/ DD / YYYY

X/s/ Holly EtlinHolly Etlin

Signature of authorized representative of debtor

Printed name

Title Chief Restructuring Officer**18. Signature of attorney****X**/s/ Matthew D. Cavanaugh

Date

08/02/2020

Signature of attorney for debtor

MM/ DD/YYYY

Matthew D. Cavanaugh

Printed name

Jackson Walker L.L.P.

Firm name

1401 McKinney Street, Suite 1900

Number

Street

Houston

City

Texas

State

77010

ZIP Code

(713) 752-4200

Contact phone

mcavanaugh@jw.com

Email address

24062656

Bar number

Texas

State

Fill in this information to identify the case:

United States Bankruptcy Court for the:

Southern District of Texas

(State)

Case number (if known):

Chapter

11☐ Check if this is an amended filing**Rider 1****Pending Bankruptcy Cases Filed by the Debtor and Affiliates of the Debtor**

On the date hereof, each of the entities listed below (collectively, the "Debtors") filed a petition in the United States Bankruptcy Court for the Southern District of Texas for relief under chapter 11 of title 11 of the United States Code. The Debtors have moved for joint administration of these cases under the case number assigned to the chapter 11 case of Tailored Brands, Inc.

Tailored Brands, Inc.
JA Apparel Corp.
Jos. A. Bank Clothiers, Inc.
Joseph Abboud Manufacturing Corp.
K&G Men's Company Inc.
Moore's Retail Group Corp.
Moore's The Suit People Corp.
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 Holding Limited
The Joseph A. Bank Mfg. Co., Inc.
The Men's Wearhouse, Inc.
TMW Merchants LLC

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

In re:

NASHAWENA MILLS CORP.,

Debtor.

)
) Chapter 11
)
) Case No. 20-[•] ([•])
)
)
)

LIST OF EQUITY SECURITY HOLDERS¹

Debtor	Equity Holders	Address of Equity Holder	Percentage of Equity Held
Nashawena Mills Corp.	JA Apparel Corp.	6100 Stevenson Boulevard Fremont, California 94538	100%

¹ This list reflects holders of five percent or more of Tailored Brands, Inc.'s common stock. This list serves as the disclosure required to be made by the debtor pursuant to rule 1007 of the Federal Rules of Bankruptcy Procedure. All equity positions listed are as of the date of commencement of the chapter 11 case. By the *Debtors' Emergency Motion for Entry of an Order (I) Authorizing the Debtors to File a Consolidated List of Creditors and a Consolidated List of the 30 Largest Unsecured Creditors, (II) Waiving the Requirement to File a List of Equity Security Holders, (III) Authorizing the Debtors to Redact Certain Personal Identification Information, (IV) Approving the Form and Manner of Notifying Creditors of the Commencement of the Chapter 11 Cases and Other Information, and (V) Granting Related Relief* filed contemporaneously herewith, the debtor is requesting a waiver of the requirement under rule 1007 to file a list of all of its equity security holders.

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

In re:	)	
	)	Chapter 11
NASHAWENA MILLS CORP.,	)	
	)	Case No. 20-[•] ([•])
Debtor.	)	
	)	

CORPORATE OWNERSHIP STATEMENT

Pursuant to rules 1007(a)(1) and 7007.1 of the Federal Rules of Bankruptcy Procedure, the following are corporations, other than a government unit, that directly or indirectly own 10% or more of any class of the debtor's equity interest:

Shareholder	Approximate Percentage of Shares Held
JA Apparel Corp.	100%

Fill in this information to identify the case:Debtor name Tailored Brands, Inc., et al.United States Bankruptcy Court for the: Southern District of Texas

Case number (If known): _____ (State)

☐ Check if this is an amended filing**Official Form 204****Chapter 11 or Chapter 9 Cases: List of Creditors Who Have the 30 Largest Unsecured Claims and Are Not Insiders**

12/15

A list of creditors holding the 30 largest unsecured claims must be filed in a Chapter 11 or Chapter 9 case. Include claims which the debtor disputes. Do not include claims by any person or entity who is an *insider*, as defined in 11 U.S.C. § 101(31). Also, do not include claims by secured creditors, unless the unsecured claim resulting from inadequate collateral value places the creditor among the holders of the 30 largest unsecured claims.

	Name of creditor and complete mailing address, including zip code	Name, telephone number and email address of creditor contact	Nature of claim (for example, trade debts, bank loans, professional services, and government contracts)	Indicate if claim is contingent, unliquidated, or disputed	Amount of claim		
					If the claim is fully unsecured, fill in only unsecured claim amount. If claim is partially secured, fill in total claim amount and deduction for value of collateral or setoff to calculate unsecured claim.		
					Total claim, if partially secured	Deduction for value of collateral or setoff [1]	Unsecured Claim
1	BANK OF NEW YORK MELLON TRUST COMPANY, N.A. 601 TRAVIS ST, 16TH FLOOR HOUSTON, TX 77002	CONTACT: LISA MCCANTS PHONE: 713-483-6752 EMAIL: LISA.MCCANTS@BNYMELLON.COM	SENIOR NOTES DUE 2022		\$179,916,000		\$179,916,000
2	ICON INTERNATIONAL INC LOCKBOX SERVICES 1487 DEPT 1487 350 N ORLEANS STREET STE 800 CHICAGO, IL 60654-1529	CONTACT: KATHLEEN CHOMIENNE PHONE: 203-388-1442 EMAIL: KCHOMIENNE@ICONINTERNATIONAL.COM	TRADE DEBTS		\$8,214,000		\$8,214,000
3	PEERLESS CLOTHING INC. 200 INDUSTRIAL PARK RD. SAINT ALBANS, VT 05478-1873	CONTACT: JOHN TIGHE PHONE: 469-500-8839 EMAIL: JOHNT@PEERLESS-CLOTHING.COM	TRADE DEBTS		\$8,115,000		\$8,115,000
4	ADOBE SYSTEMS INC 29322 NETWORK PLACE CHICAGO, IL 60673-1293	CONTACT: JEFFEREY YOUNG PHONE: 385-345-2280 EMAIL: JYOUNG@ADOBE.COM	TRADE DEBTS		\$7,047,000		\$7,047,000
5	WH BUYER, LLC DBA WHP GLOBAL 333 S GRAND AVENUE 28TH FLOOR LOS ANGELES, CA 90071	CONTACT: STEPHEN CONWELL PHONE: 646-518-8499 EMAIL: SCONWELL@WHP-GLOBAL.COM	ROYALTIES		\$5,781,000		\$5,781,000
6	ENGIE INSIGHT 1313 NORTH ATLANTIC, SUITE 5000 SPOKANE, WA 99201-2330	CONTACT: RICHARD COOMBE PHONE: 480-625-5055 EMAIL: RICHARD.COOMBE@ENGIE.COM	TRADE DEBTS		\$4,966,000		\$4,966,000

¹ The Debtors reserve the right to assert setoff and other rights with respect to any of the claims listed herein.

	Name of creditor and complete mailing address, including zip code	Name, telephone number and email address of creditor contact	Nature of claim (for example, trade debts, bank loans, professional services, and government contracts)	Indicate if claim is contingent, unliquidated, or disputed	Amount of claim If the claim is fully unsecured, fill in only unsecured claim amount. If claim is partially secured, fill in total claim amount and deduction for value of collateral or setoff to calculate unsecured claim.		
					Total claim, if partially secured	Deduction for value of collateral or setoff [1]	Unsecured Claim
7	MCKINSEY & COMPANY, INC. 3 WORLD TRADE CENTER 175 GREENWICH STREET NEW YORK, NY 10007	CONTACT: GENERAL COUNSEL OFFICE PHONE: 212-415-5372 EMAIL: KILLIAN_NOLAN@MCKINSEY.COM	PROFESSIONAL SERVICES		\$3,500,000		\$3,500,000
8	DAVID'S BRIDAL, INC. 1001 WASHINGTON ST. ASF MONTHLY INSTALLMENT CONSHOHOCKEN, PA 19428	CONTACT: JIM MARCUM PHONE: 603-455-5650 EMAIL: JMARCUM@DBI.COM	ROYALTIES		\$3,490,000		\$3,490,000
9	FLOW FORMAL ALLIANCE, LLC P.O. BOX 842683 BOSTON, MA 02284-2683	CONTACT: JEFF WEINTRAUB PHONE: 561-504-1846 EMAIL: LJTHEALIEN@AOL.COM	TRADE DEBTS		\$3,203,000		\$3,203,000
10	PRODUCTOS TEXTILES 800 METROS CARRETERA A LA JUTOSA, ZONA LIBRE INHDELVA CHOLOMA CORTEZ, HND	CONTACT: JACOBO KATTAN PHONE: 50499785004 EMAIL: JACOBO.KATTAN@PROTEXSA.HN	TRADE DEBTS		\$2,786,000		\$2,786,000
11	PHILLIPS VAN HEUSEN CORP P.O. BOX 532513 ATLANTA, GA 30353-2513	CONTACT: ANN RALKO PHONE: 908-332-4698 EMAIL: ANN.RALKO@PVH.COM	TRADE DEBTS		\$2,668,000		\$2,668,000
12	VETEMENTS PEERLESS CLOTHING 8888 BOUL PIE 1X MONTREAL, QC H1Z 4J5 CAN	CONTACT: JOHN TIGHE PHONE: 469-500-8839 EMAIL: JOHNT@PEERLESS-CLOTHING.COM	TRADE DEBTS		\$2,224,000		\$2,224,000
13	GOOGLE, INC. DEPT 33654 P.O. BOX 39000 SAN FRANCISCO, CA 94139	CONTACT: RICH JONES PHONE: 650-862-1371 EMAIL: RJONES@GOOGLE.COM	TRADE DEBTS		\$1,841,000		\$1,841,000
14	LAGUNA CLOTHING(MAURITIUS)LTD BOUNDARY ROAD QUATRE BORNES, MUS	CONTACT: ERIC DORCHIES PHONE: 23054233500 EMAIL: EDORCHIES@AQUARELLE-CLOTHING.COM	TRADE DEBTS		\$1,630,000		\$1,630,000
15	TOP GENUINE, LLC PO BOX 50001 PASADENA, CA 91105	CONTACT: RAY TOLLES PHONE: 213-479-3000 EMAIL: RAY.TOLLES@GMAIL.COM	TRADE DEBTS		\$1,567,000		\$1,567,000
16	KENNETH COLE PRODUCTION/ROYALTIES/ADVE RT 400 PLAZA DRIVE SECAUCUS, NJ 07094	CONTACT: KENNETH COLE PHONE: 914-806-2323 EMAIL: KENNETH@KENNETHCOLE.COM	ROYALTIES		\$1,464,000		\$1,464,000
17	CASS INFORMATION SYSTEMS INC. P.O. BOX 17617 ST.LOUIS, MO 63178	CONTACT: DEREK PANO PHONE: 978-323-6567 EMAIL: DAPANO@CASSINFO.COM	TRADE DEBTS		\$1,461,000		\$1,461,000
18	AT&T P.O. BOX 5019 CAROL STREAM, IL 60197-5019	CONTACT: CHARLES KEETON PHONE: 281-797-1882 EMAIL: CK6861@ATT.COM	UTILITY		\$1,361,000		\$1,361,000

	Name of creditor and complete mailing address, including zip code	Name, telephone number and email address of creditor contact	Nature of claim (for example, trade debts, bank loans, professional services, and government contracts)	Indicate if claim is contingent, unliquidated, or disputed	Amount of claim If the claim is fully unsecured, fill in only unsecured claim amount. If claim is partially secured, fill in total claim amount and deduction for value of collateral or setoff to calculate unsecured claim.		
					Total claim, if partially secured	Deduction for value of collateral or setoff [1]	Unsecured Claim
19	PT UNGARAN SARI GARMENTS KUNINGAN CITY (AXA TOWER), 41ST FLOOR JL. PROF. DR.SATRIO JAKARTA, 12940 IND	CONTACT: MANISH VIRMANI PHONE: 628111045222 EMAIL: MANISH.VIRMANI@BUSANAGROUP.COM	TRADE DEBTS		\$1,205,000		\$1,205,000
20	JIANGSU SUNSHINE CO. LTD./ FABRIC WIRE XINQIAO TOWN, UIANGYIN CITY JIANGSU PROVINCE 214426, CHN	CONTACT: LIPING PHONE: 760-224-7532 EMAIL: LIPINGHECN@YAHOO.COM	TRADE DEBTS		\$914,000		\$914,000
21	HCL TECHNOLOGIES LTD 806 SIDDHARTH 96 NEHRU PLACE NEW DEHLI, 110-0119 IND	CONTACT: TRACY DECICCO PHONE: 303-570-3801 EMAIL: TRACY.DECICCO@HCL.COM	TRADE DEBTS		\$875,000		\$875,000
22	STAPLES PO BOX 70242 PHILADELPHIA, PA 19176-0242	PHONE: 877-826-7755	TRADE DEBTS		\$823,000		\$823,000
23	CT CORPORATION PO BOX 4349 CAROL STREAM, IL 60197-4349	CONTACT: BONNUS SMITH PHONE: 713-882-8566 EMAIL: BONNIE.SMITH@WOLTERSKLUWER.COM	TRADE DEBTS		\$812,000		\$812,000
24	FABIAN COUTURE GROUP 205C CHUBB AVENUE LYNDHURST, NJ 07071	CONTACT: ALLAN WEISS PHONE: 201-248-3562 EMAIL: AAJWEISS@AOL.COM	TRADE DEBTS		\$805,000		\$805,000
25	FLORSHEIM SHOE CO. 7734 SOLUTION CENTER CHICAGO, IL 60677-7007	CONTACT: JOHN FLORSHEIM PHONE: 414-908-1889 EMAIL: JFLORSHEIM@WEYCOGROUP.COM	TRADE DEBTS		\$784,000		\$784,000
26	CAULFEILD APPAREL GROUP LTD 1400 WHITEHORSE RD TORONTO, ON M3J3A7 CAN	CONTACT: MARIO TOMEI PHONE: 416-720-5984 EMAIL: MARIOT@CAULFEILD	TRADE DEBTS		\$782,000		\$782,000
27	TRANSPACIFIC INC. C/O TRANSPACIFIC P.O. BOX 75359 CHICAGO, IL 60675-5359	CONTACT: NING ZHOA PHONE: 917-886-9518 EMAIL: NING@MORETTISHOE.COM	TRADE DEBTS		\$776,000		\$776,000
28	MM FASHION AND DESIGN INC 9202 CHARLES SMITH AVENUE RANCHO CUCAMONGA, CA 91730	CONTACT: ANGEL MARTINEZ PHONE: 909-720-8661 EMAIL: ANGEL@MMFASHIONINC.COM	TRADE DEBTS		\$742,000		\$742,000
29	BLDG MANAGEMENT CO., INC. / 7101 417 FIFTH AVENUE, 4TH FLOOR NEW YORK, NY 10016	CONTACT: SARA FONTANET PHONE: 212-624-4337 EMAIL: SFONTANET@BLDG.COM	RENT		\$703,000		\$703,000
30	SITUS ASSET MANAGEMENT, LLC / #220 C/O BTR HAMPSTEAD, LLC SIGNATURE BANK NEWARK, NJ 07101-8084	CONTACT: ANGELA BALDWIN PHONE: 410-844-3906 EMAIL: ABALDWIN@BTRCAPITALGROUP.COM	RENT		\$701,000		\$701,000

NASHAWENA MILLS CORP.

JOINT WRITTEN CONSENT OF DIRECTORS

IN LIEU OF ANNUAL MEETING

The undersigned, being all of the directors of Nashawena Mills Corp., a Massachusetts corporation, and in lieu of an annual meeting of directors, the call and notice of which are hereby expressly waived, do hereby consent to the adoption of and adopt the resolutions set forth on Annex A attached hereto.

This consent may be executed in counterparts, each of which shall be deemed an original, and all of which taken together shall constitute one instrument. A copy of this consent signed and delivered by telecopy, facsimile or other electronic transmission shall be considered an original, executed consent.

IN WITNESS WHEREOF, the undersigned has executed this consent effective as of _____ August 2, 2020.

DIRECTORS:



Jamie Bragg



A. Alexander Rhodes

Annex A**1. Election of Officers**

NOW, THEREFORE, BE IT RESOLVED, that each of the following persons is hereby elected to the offices of the Company set forth beside his or her name, to serve in accordance with the provisions of the by-laws of the Company and until his or her successor shall have been elected and shall have qualified:

<u>NAME</u>	<u>OFFICE</u>
Dinesh Lathi	President and Chief Executive Officer
Jamie Bragg	Executive Vice President, Chief Supply Chain Officer
A. Alexander Rhodes	Executive Vice President and General Counsel
Joe Bahena	Senior Vice President
Aidan Arney	Vice President, Corporate Tax
Joseph Foley	Vice President, Real Estate
Francisco Fuentes	Vice President, Risk Management
Laura Ann Smith	Vice President, Assistant General Counsel - Corporate and Securities Law and Secretary
John Vazquez	Vice President, Chief Accounting Officer and Treasurer

2. Restructuring Support Agreement

WHEREAS, the board of directors (the “Governing Body”) of Nashawena Mills Corp. (the “Company”) has reviewed and considered (i) the recommendation by the Board of Directors of Tailored Brands, Inc. (the “Board”) and the authorized officers and representatives of Tailored Brands, Inc. (“Management”) that the Company enter into that certain restructuring support agreement (in such form as authorized and executed by any Authorized Officer (as defined below), with such authorization as evidenced by the execution and delivery by any such Authorized Signatory, the “Restructuring Support Agreement”), (ii) the presentations by the Advisors regarding the liabilities and liquidity of the Company, the strategic alternatives available to the Company, and the impact of the foregoing on the Company’s business, (iii) the information and advice previously provided to and reviewed by the Governing Body, the Board, and Management, and (iv) the related matters reported on at meetings of the Governing Body and the Board;

WHEREAS, the Governing Body has had the opportunity to consult with Management and the Board and the financial, restructuring, and legal advisors described in Section 4 herein (collectively, the “Advisors”) and fully consider each of the strategic alternatives available to the Company;

WHEREAS, Management is continuing to negotiate the Restructuring Support Agreement with the Company's stakeholders, with the terms of such Restructuring Support Agreement to be substantially consistent with the terms set forth in the presentations by Management; and

WHEREAS, the Restructuring Support Agreement provides that it can be terminated if the Governing Body determines, after consulting with counsel, that proceeding with any of the restructuring transactions contemplated by the Restructuring Support Agreement would be inconsistent with applicable law or the Governing Body's fiduciary duties.

NOW, THEREFORE, BE IT RESOLVED, that it is desirable and in the best interests the Company, its stakeholders, its creditors, and other parties in interest, to enter into the Restructuring Support Agreement, and that the Company's performance of its obligations under the Restructuring Support Agreement, and all other exhibits, schedules, attachments, and ancillary documents or agreements related thereto, hereby is, in all respects, authorized and approved;

FURTHER RESOLVED, that Management is hereby authorized and directed to take all actions necessary or advisable to negotiate and finalize the Restructuring Support Agreement and, subject to receiving sufficient consents from the Consenting Term Loan Lenders (as defined in the Restructuring Support Agreement), enter into and perform under the Restructuring Support Agreement, and the restructuring contemplated thereunder; and

FURTHER RESOLVED, that the officers of the Company, including but not limited to the President and Chief Executive Officer, any Vice President, the Treasurer, the Secretary or any Assistant Secretary of the Company and any other person designated by the Governing Body (collectively, the "Authorized Officers") shall be, and each of them individually hereby is, authorized for and on behalf of the Company to take all actions (including, without limitation, to negotiate and execute any agreements, documents, certificates, supplemental agreements and instruments) necessary or advisable to finalize the Restructuring Support Agreement and, subject to receiving sufficient consents from the Consenting Term Loan Lenders (as defined in the Restructuring Support Agreement), to enter into the Restructuring Support Agreement, and to perform all the transactions contemplated thereby, that in the judgment of the applicable Authorized Officers, are necessary or appropriate to effectuate and carry out the purposes and intent of the foregoing resolutions (such determination to be conclusively evidenced by the taking of such action or execution thereof).

3. Chapter 11 Filing

WHEREAS, the Governing Body has considered certain materials presented by Management and the Advisors, including, but not limited to, materials regarding the liabilities and obligations of the Company, its liquidity, strategic alternatives available to it, and the effect of the foregoing on the Company's business, and has had adequate opportunity to consult such persons regarding the materials presented, obtain additional information, and to fully consider each of the strategic alternatives available to the Company; and

WHEREAS, the Governing Body has had the opportunity to consult with Management, the Board, and the Advisors and consider each of the strategic alternatives available to the Company.

NOW, THEREFORE, BE IT RESOLVED, that in the judgment of the Governing Body, it is desirable and in the best interests of the Company, its creditors, and other parties in interest, that the Company shall be, and hereby is, authorized to file, or cause to be filed, a voluntary petition for relief (such voluntary petition, and the voluntary petitions to be filed by the Company's affiliates, collectively, the "Chapter 11 Cases") under the provisions of chapter 11 of title 11 of the United States Code (the "Bankruptcy Code") in the United States Bankruptcy Court for the Southern District of Texas (the "Bankruptcy Court") and any other petition for relief or recognition or other order that may be desirable under applicable law; and

FURTHER RESOLVED, that the Authorized Officers, acting alone or with one or more other Authorized Officers of the Company be, and each of them hereby is authorized, empowered, and directed to execute and file on behalf of the Company all petitions, schedules, lists, and other motions, objections, replies, applications, papers, or documents as necessary or advisable to commence the Chapter 11 Cases and obtain chapter 11 relief, and to take any and all actions that they deem necessary or proper to obtain such relief, including, without limitation, any action necessary to maintain the ordinary course operation of the Company's business.

4. Senior Secured Super-Priority Debtor-In-Possession Credit Agreement

WHEREAS, TAILORED BRANDS, INC., a Texas corporation, THE MEN'S WEARHOUSE, INC., a Texas corporation, as debtor and debtor-in-possession, each of the other U.S. Subsidiary Borrowers from time to time party thereto (each of the foregoing, individually, as a "U.S. Borrower" and, collectively, as the "U.S. Borrowers"), MOORES THE SUIT PEOPLE CORP., a Nova Scotia unlimited liability company (the "Canadian Borrower" and, together with the U.S. Borrowers, the "Borrowers"), the Canadian Guarantors from time to time party thereto, the Lenders from time to time party thereto, JPMORGAN CHASE BANK, N.A., as Administrative Agent ("U.S. Agent"), and JPMORGAN CHASE BANK, N.A. TORONTO BRANCH, as Canadian Administrative Agent ("Canadian Agent"; together with the U.S. Agent, the "Agents"), propose to enter into that certain SENIOR SECURED SUPER-PRIORITY DEBTOR-IN-POSSESSION CREDIT AGREEMENT dated as of the date hereof (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "DIP Credit Agreement");

WHEREAS, the obligation of the Lenders to make Loans to the Borrowers under the DIP Credit Agreement is subject to the Company having satisfied certain conditions described in the DIP Credit Agreement and the other Loan Documents (as defined below) to which it is a party;

WHEREAS, the DIP Credit Agreement requires the Company to guaranty and to grant a security interest to secure the obligations under the Loan Documents; and

WHEREAS, the Company will obtain benefits from the Loans made to the Borrowers under the DIP Credit Agreement.

NOW, THEREFORE, BE IT RESOLVED, that the form, terms and provisions of each of the instruments and documents listed below (collectively, the “Loan Documents”), substantially in the form received by the undersigned and the Company’s execution, delivery and performance of its obligations under the Loan Documents, including without limitation the grant of security interests under the Loan Documents, and, any borrowings or guaranty therewith, be, and hereby are, in all respects, approved:

- a) any promissory note executed by the Companies in connection with the DIP Credit Agreement;
- b) any fee letter in connection with the DIP Credit Agreement;
- c) any Collateral Document in connection with the DIP Credit Agreement;
- d) any intellectual property security agreement in connection with the DIP Credit Agreement;
- e) the Interim Order;
- f) the Final Order;
- g) the Intercreditor Agreement;
- h) the Intercompany Subordination Agreement;
- i) the Intercreditor Acknowledgement;
- j) any commitment letter in connection with the DIP Credit Agreement;
- k) any guarantee in connection with the DIP Credit Agreement;
- l) any assignment documents, security agreements, notices, financing statements, tax affidavits, and other instruments as the Agents and/or the Lenders may reasonably request or as may be necessary or appropriate to create, preserve and perfect the Liens of Agents and/or the Lenders required pursuant to the Loan Documents to be created in the Collateral;
- m) agreements with third parties (including, without limitation, bank agency agreements, lockbox agreements, cash management agreements, hedge agreements, control agreements, landlord agreements, Collateral Access Agreements, bailee letters, and warehouse letters) relating to the Collateral; and
- n) such other Loan Documents (as defined in the DIP Credit Agreement), agreements, documents, Orders, pledges, powers of attorney, instruments, letters of credit, acknowledgements, statements, paper, certificates and other documents and instruments, including any interest rate swaps, caps, collars or similar hedging agreement and any financing statements (or amendments thereto) that may be contemplated by, or as may be required by or executed in connection with any of the

Loan Documents.

FURTHER RESOLVED, that the Authorized Officers, acting alone or with one or more other Authorized Officers be, and hereby is, authorized and empowered to execute and deliver, and perform all of the obligations and the transactions contemplated under each of the Loan Documents in the name and on behalf of the Company, with such changes therein as shall be approved by the Authorized Officer executing the same, with such execution by said Authorized Officer to constitute conclusive evidence of his or her approval of the terms thereof, including any departures therein from the form presented to the Governing Body;

FURTHER RESOLVED, that any person dealing with an Authorized Officer may conclusively rely upon the authority of such Authorized Officer by the execution of a document or agreement;

FURTHER RESOLVED, that the Company will obtain benefits from the loans made to the Company under the DIP Credit Agreement and the other Loan Documents which are necessary and convenient to the conduct, promotion and attainment of the business of the Company;

FURTHER RESOLVED, that the incurrence by the Company of the borrowings and obligations under the Loan Documents is hereby authorized and approved in all respects and the transactions contemplated by the Loan Documents are approved in all respects;

FURTHER RESOLVED, that each of the Authorized Officers be, and hereby is, authorized and empowered to take all actions or to not take any action in the name of the Company with respect to the transactions contemplated by these resolutions as the sole shareholder or sole member, of each direct or indirect subsidiary of the Company, if any, whether existing now or in the future, in each case, as such Authorized Officer shall deem necessary or desirable in such Authorized Officer's reasonable business judgment, including without limitation the authorization of resolutions and agreements necessary to authorize the execution, delivery and performance pursuant to the DIP Credit Agreement or any of the Loan Documents (including certificates, affidavits, financing statements, notices, reaffirmations and amendments and restatements thereof or relating thereto) as may be necessary or convenient to effectuate the purposes of the transactions contemplated herein;

FURTHER RESOLVED, that the Company be and it hereby is, authorized and directed to grant the Liens and security interests with respect to all or substantially all of its assets contemplated and as and when required by the Collateral Documents and the other Loan Documents in favor of the Agents and/or the Lenders to secure the Obligations (and any renewals, increases, extension for any period of rearrangement thereof) and to provide the guarantees contemplated in the Loan Documents;

FURTHER RESOLVED, that the Agents are authorized to file or record financing statements and other filing or recording documents or instruments with respect to the Collateral without the signature of the Company in such form and substance and in such offices as the Agents determine appropriate to continue to perfect the security interests of the Agents for the benefit of the Lenders under the DIP Credit Agreement and the other Loan Documents, as appropriate, and the Agents are authorized to use the collateral description "all or substantially all personal property

assets of the Debtor, whether now existing or hereafter arising” or any similar description in any such financing statements;

FURTHER RESOLVED, that the Company be, and hereby is, authorized to guaranty the payment in full and performance of all Obligations, to the extent applicable, of its direct or indirect subsidiaries;

FURTHER RESOLVED, that any specific resolutions that may be required to have been adopted by the Company in connection with the actions contemplated by the foregoing resolutions be, and they hereby are, adopted, and the Authorized Officers of the Company be, and each of them acting alone hereby is authorized to certify as to the adoption of any and all such resolutions and attach such resolutions hereto;

FURTHER RESOLVED, that the omission from these resolutions of any agreement, document or other arrangement contemplated by any of the agreements, documents or instruments described in the foregoing resolutions or any action to be taken in accordance with any requirement of any of the agreements, documents, or instruments described in the foregoing resolutions shall in no manner derogate from the authority of the Authorized Officers, or any officer of the Company acting at their direction, to take all actions necessary, desirable, advisable or appropriate to consummate, effectuate carry out or further the transactions contemplated by, and the intent and purposes of, the foregoing resolutions;

FURTHER RESOLVED, that each of the Authorized Officers be, and hereby is, authorized and empowered to take all such further actions including, without limitation, to pay all fees, (including without limitation, the fees under the Fee Letters and expenses in accordance with the terms of the Loan Documents), to arrange for and enter into supplemental agreements, instruments, amendments, amendment and restatements, modifications, renewals, replacements, consolidations, substitutions, extensions, certificates or documents relating to the transactions contemplated by any of the Loan Documents and to execute and deliver all such supplemental agreements, instruments, amendments, amendment and restatements, modifications, renewals, replacements, consolidations, substitutions, extensions, certificates or documents in the name and on behalf of the Company, which shall in their sole judgment be necessary, proper or advisable in order to perform the Company’s obligations under or in connection with any of the Loan Documents and the transactions contemplated therein, and to carry out fully the intent of the foregoing resolution. The performance of any such further act and the execution of any such document or instrument by any of the aforesaid Authorized Officers of the Company pursuant to these resolutions shall be conclusive evidence that the same have been authorized and approved by the Company in every respect;

FURTHER RESOLVED, that all acts and actions taken by any Authorized Officer prior to the date hereof with respect to the transactions contemplated by the Loan Documents (as defined in the DIP Credit Agreement), and any and all agreements, instruments, certificates or documents heretofore executed be, and hereby are, in all respects confirmed, approved and ratified; and

FURTHER RESOLVED, that all initially capitalized terms used in the resolutions under the caption “SENIOR SECURED SUPER-PRIORITY DEBTOR-IN-POSSESSION CREDIT

AGREEMENT” and otherwise without definition shall have the meanings ascribed to them in the DIP Credit Agreement.

5. Retention of Professionals

NOW, THEREFORE, BE IT RESOLVED that each of the Authorized Officers be, and they hereby are, authorized and directed to employ the following professionals on behalf of the Company: (i) the law firm of Kirkland & Ellis LLP and Kirkland & Ellis International LLP, as general bankruptcy counsel, (ii) the law firm of Jackson Walker L.L.P., as co-bankruptcy counsel, (iii) the law firm of Stikeman Elliot LLP, as co-bankruptcy counsel, (iv) the law firm of Mourant Ozannes, as co-bankruptcy counsel, (v) PJT Partners LP, as financial advisor, (vi) AlixPartners, LLP, as restructuring advisor, (vii) Prime Clerk LLC, as notice and claims agent, (viii) A&G Realty Partners, LLC, as a real estate consultant and advisor, and (ix) any other legal counsels, accountants, financial advisors, restructuring advisors or other professionals the Authorized Officers deem necessary, appropriate or advisable; each to represent and assist the Company in carrying out its duties and responsibilities and exercising its rights under the Bankruptcy Code and applicable law (including, but not limited to, the law firms filing any pleadings and responses); and in connection therewith, each of the Authorized Officers be, and hereby is authorized, empowered and directed, in accordance with the terms and conditions hereof, to execute appropriate retention agreements and to cause to be filed appropriate applications for authority to reach such services; and

FURTHER RESOLVED, that all acts and deeds previously performed by any of the officers of the Authorized Officers, as may be applicable, prior to the adoption of the foregoing recitals and resolutions that are within the authority conferred by the foregoing recitals and resolutions, are hereby ratified, confirmed and approved in all respects as the authorized acts and deeds of the Authorized Officers, as the case may be.

6. General

NOW, THEREFORE, BE IT RESOLVED, that in addition to the specific authorizations heretofore conferred upon the Authorized Officers, each of the Authorized Officers (and their designees and delegates) be, and they hereby are, authorized and empowered, in the name of and on behalf of the Company, to take or cause to be taken any and all such other and further action to: execute, acknowledge, deliver, and file any and all such agreements, certificates, instruments, and other documents; and pay all expenses, including but not limited to filing fees, in each case as in such officer's or officers' judgment, shall be necessary, advisable, or desirable to fully carry out the intent and accomplish the purposes of the resolutions adopted herein;

FURTHER RESOLVED, that the Governing Body has received sufficient notice of the actions and transactions relating to the matters contemplated by the foregoing resolutions, as may be required by the organizational documents of the Company, or hereby waive any right to have received such notice;

FURTHER RESOLVED, that all acts, actions and transactions relating to the matters contemplated by the foregoing resolutions done in the name of and on behalf of the Company, which

acts would have been approved by the foregoing resolutions except that such acts were taken before the adoption of these resolutions, are hereby in all respects approved and ratified as the true acts and deeds of the Company with the same force and effect as if each such act, transaction, agreement or certificate has been specifically authorized in advance by resolution of the Governing Body; and

FURTHER RESOLVED, that each of the Authorized Officers (and their designees and delegates) be and hereby is authorized and empowered to take all actions or to not take any action in the name of the Company with respect to the transactions contemplated by these resolutions hereunder, as such Authorized Officers shall deem necessary or desirable in such Authorized Officer's reasonable judgment as may be necessary or convenient to effectuate the purposes of the transactions contemplated herein.

Fill in this information to identify the case and this filing:	
Debtor Name	Nashawena Mills Corp.
United States Bankruptcy Court for the:	Southern District of Texas
	(State)
Case number (If known):	

Official Form 202**Declaration Under Penalty of Perjury for Non-Individual Debtors**

12/15

An individual who is authorized to act on behalf of a non-individual debtor, such as a corporation or partnership, must sign and submit this form for the schedules of assets and liabilities, any other document that requires a declaration that is not included in the document, and any amendments of those documents. This form must state the individual's position or relationship to the debtor, the identity of the document, and the date. Bankruptcy Rules 1008 and 9011.

WARNING -- Bankruptcy fraud is a serious crime. Making a false statement, concealing property, or obtaining money or property by fraud in connection with a bankruptcy case can result in fines up to \$500,000 or imprisonment for up to 20 years, or both. 18 U.S.C. §§ 152, 1341, 1519, and 3571.

Declaration and signature

I am the president, another officer, or an authorized agent of the corporation; a member or an authorized agent of the partnership; or another individual serving as a representative of the debtor in this case.

I have examined the information in the documents checked below and I have a reasonable belief that the information is true and correct:

- ☐ *Schedule A/B: Assets-Real and Personal Property (Official Form 206A/B)*
- ☐ *Schedule D: Creditors Who Have Claims Secured by Property (Official Form 206D)*
- ☐ *Schedule E/F: Creditors Who Have Unsecured Claims (Official Form 206E/F)*
- ☐ *Schedule G: Executory Contracts and Unexpired Leases (Official Form 206G)*
- ☐ *Schedule H: Codebtors (Official Form 206H)*
- ☐ *Summary of Assets and Liabilities for Non-Individuals (Official Form 206Sum)*
- ☐ *Amended Schedule*
- ☒ *Chapter 11 or Chapter 9 Cases: List of Creditors Who Have the 30 Largest Unsecured Claims and Are Not Insiders (Official Form 204)*
- ☒ Other document that requires a declaration **List of Equity Security Holders and Corporate Ownership Statement**

I declare under penalty of perjury that the foregoing is true and correct.

Executed on

08/02/2020

MM/ DD/YYYY

**/s/ Holly Etlin**

Signature of individual signing on behalf of debtor

Holly Etlin

Printed name

Chief Restructuring Officer

Position or relationship to debtor

TAB I

Voluntary Petition of Renwick Technologies, Inc.

Fill in this information to identify the case:

United States Bankruptcy Court for the:

Southern District of Texas

(State)

Case number (if known):

Chapter

11☐ Check if this is an amended filing**Official Form 201****Voluntary Petition for Non-Individuals Filing for Bankruptcy**

04/20

If more space is needed, attach a separate sheet to this form. On the top of any additional pages, write the debtor's name and the case number (if known). For more information, a separate document, *Instructions for Bankruptcy Forms for Non-Individuals*, is available.

1. Debtor's Name Renwick Technologies, Inc.

2. All other names debtor used in the last 8 years _____

Include any assumed names, trade names, and *doing business as* names

3. Debtor's federal Employer Identification Number (EIN) 76-0556365

4. Debtor's address **Principal place of business** **Mailing address, if different from principal place of business**

6100 Stevenson Boulevard

Number Street

Number Street

P.O. Box

Fremont, California 94538

City State Zip Code

City State Zip Code

Location of principal assets, if different from principal place of business

Alameda County

County

Number Street

City State Zip Code

5. Debtor's website (URL) https://www.tailoredbrands.com/

6. Type of debtor

☒ Corporation (including Limited Liability Company (LLC) and Limited Liability Partnership (LLP))

☐ Partnership (excluding LLP)

☐ Other. Specify: _____

Debtor Renwick Technologies, Inc.
Name

Case number (if known) _____

7. Describe debtor's business*A. Check One:*

- ☐ Health Care Business (as defined in 11 U.S.C. § 101(27A))
- ☐ Single Asset Real Estate (as defined in 11 U.S.C. § 101(51B))
- ☐ Railroad (as defined in 11 U.S.C. § 101(44))
- ☐ Stockbroker (as defined in 11 U.S.C. § 101(53A))
- ☐ Commodity Broker (as defined in 11 U.S.C. § 101(6))
- ☐ Clearing Bank (as defined in 11 U.S.C. § 781(3))
- ☒ None of the above

B. Check all that apply:

- ☐ Tax-exempt entity (as described in 26 U.S.C. § 501)
- ☐ Investment company, including hedge fund or pooled investment vehicle (as defined in 15 U.S.C. § 80a-3)
- ☐ Investment advisor (as defined in 15 U.S.C. § 80b-2(a)(11))

C. NAICS (North American Industry Classification System) 4-digit code that best describes debtor. See <http://www.uscourts.gov/four-digit-national-association-naics-codes> .
4481 (Clothing Stores)

8. Under which chapter of the Bankruptcy Code is the debtor filing?*Check One:*

- ☐ Chapter 7
- ☐ Chapter 9
- ☒ Chapter 11. *Check all that apply:*

A debtor who is a "small business debtor" must check the first sub-box. A debtor as defined in § 1182(1) who elects to proceed under subchapter V of chapter 11 (whether or not the debtor is a "small business debtor") must check the second sub-box.

- ☐ The debtor is a small business debtor as defined in 11 U.S.C. § 101(51D), and its aggregate noncontingent liquidated debts (excluding debts owed to insiders or affiliates) are less than \$2,725,625. If this sub-box is selected, attach the most recent balance sheet, statement of operations, cash-flow statement, and federal income tax return or if any of these documents do not exist, follow the procedure in 11 U.S.C. § 1116(1)(B).
- ☐ The debtor is a debtor as defined in 11 U.S.C. § 1182(1). Its aggregate noncontingent liquidated debts (excluding debts owed to insiders or affiliates) are less than \$7,500,000 **and it chooses to proceed under Subchapter V of Chapter 11.** If this sub-box is selected, attach the most recent balance sheet, statement of operations, cash-flow statement, and federal income tax return or if any of these documents do not exist, follow the procedure in 11 U.S.C. § 1116(1)(B).
- ☐ A plan is being filed with this petition.
- ☐ Acceptances of the plan were solicited prepetition from one or more classes of creditors, in accordance with 11 U.S.C. § 1126(b).
- ☒ The debtor is required to file periodic reports (for example, 10K and 10Q) with the Securities and Exchange Commission according to § 13 or 15(d) of the Securities Exchange Act of 1934. File the *Attachment to Voluntary Petition for Non-Individuals Filing for Bankruptcy under Chapter 11* (Official Form 201A) with this form.
- ☐ The debtor is a shell company as defined in the Securities Exchange Act of 1934 Rule 12b-2.

☐ Chapter 12**9. Were prior bankruptcy cases filed by or against the debtor within the last 8 years?**

☒ No District _____ When _____ Case number _____

☐ Yes. District _____ When _____ Case number _____

Debtor Renwick Technologies, Inc. Case number (if known) _____
 Name _____

10. Are any bankruptcy cases pending or being filed by a business partner or an affiliate of the debtor? ☐ No ☒ Yes. Debtor See Rider 1 Relationship Affiliate
 List all cases. If more than 1, attach a separate list. District Southern District of Texas When 08/02/2020
 Case number, if known MM / DD / YYYY

11. Why is the case filed in this district? *Check all that apply:*
☒ Debtor has had its domicile, principal place of business, or principal assets in this district for 180 days immediately preceding the date of this petition or for a longer part of such 180 days than in any other district.
☒ A bankruptcy case concerning debtor's affiliate, general partner, or partnership is pending in this district.

12. Does the debtor own or have possession of any real property or personal property that needs immediate attention? ☒ No.
☐ Yes. Answer below for each property that needs immediate attention. Attach additional sheets if needed.
Why does the property need immediate attention? (Check all that apply.)

☐ It poses or is alleged to pose a threat of imminent and identifiable hazard to public health or safety.

What is the hazard?

☐ It needs to be physically secured or protected from the weather.

☐ It includes perishable goods or assets that could quickly deteriorate or lose value without attention (for example, livestock, seasonal goods, meat, dairy, produce, or securities-related assets or other options).

☐ Other

Where is the property?

Number Street

City

State

Zip Code

Is the property insured?

☐ No

☐ Yes. Insurance agency

Contact name

Phone

Statistical and administrative information

13. Debtor's estimation of available funds *Check one:*
☒ Funds will be available for distribution to unsecured creditors.
☐ After any administrative expenses are paid, no funds will be available for distribution to unsecured creditors.

14. Estimated number of creditors¹

☐ 1-49	☐ 1,000-5,000	☒ 25,001-50,000
☐ 50-99	☐ 5,001-10,000	☐ 50,001-100,000
☐ 100-199	☐ 10,001-25,000	☐ More than 100,000
☐ 200-999		

¹ The Debtors' estimated assets, liabilities, and number of creditors noted here are provided on a consolidated basis.

Debtor Renwick Technologies, Inc.
Name

Case number (if known) _____

15. Estimated assets

☐ \$0-\$50,000	☐ \$1,000,001-\$10 million	☐ \$500,000,001-\$1 billion
☐ \$50,001-\$100,000	☐ \$10,000,001-\$50 million	☒ \$1,000,000,001-\$10 billion
☐ \$100,001-\$500,000	☐ \$50,000,001-\$100 million	☐ \$10,000,000,001-\$50 billion
☐ \$500,001-\$1 million	☐ \$100,000,001-\$500 million	☐ More than \$50 billion

16. Estimated liabilities

☐ \$0-\$50,000	☐ \$1,000,001-\$10 million	☐ \$500,000,001-\$1 billion
☐ \$50,001-\$100,000	☐ \$10,000,001-\$50 million	☒ \$1,000,000,001-\$10 billion
☐ \$100,001-\$500,000	☐ \$50,000,001-\$100 million	☐ \$10,000,000,001-\$50 billion
☐ \$500,001-\$1 million	☐ \$100,000,001-\$500 million	☐ More than \$50 billion

Request for Relief, Declaration, and Signatures

WARNING -- Bankruptcy fraud is a serious crime. Making a false statement in connection with a bankruptcy case can result in fines up to \$500,000 or imprisonment for up to 20 years, or both. 18 U.S.C. §§ 152, 1341, 1519, and 3571.

17. Declaration and signature of authorized representative of debtor

The debtor requests relief in accordance with the chapter of title 11, United States Code, specified in this petition.

I have been authorized to file this petition on behalf of the debtor.

I have examined the information in this petition 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 08/02/2020
MM/ DD / YYYY

X/s/ Holly EtlinHolly Etlin

Signature of authorized representative of debtor

Printed name

Title Chief Restructuring Officer**18. Signature of attorney****X**/s/ Matthew D. Cavanaugh

Date

08/02/2020

Signature of attorney for debtor

MM/ DD/YYYY

Matthew D. Cavanaugh

Printed name

Jackson Walker L.L.P.

Firm name

1401 McKinney Street, Suite 1900

Number

Street

Houston

City

Texas

State

77010

ZIP Code

(713) 752-4200

Contact phone

mcavanaugh@jw.com

Email address

24062656

Bar number

Texas

State

Fill in this information to identify the case:

United States Bankruptcy Court for the:

Southern District of Texas

(State)

Case number (if known): _____

Chapter **11**☐ Check if this is an amended filing**Rider 1****Pending Bankruptcy Cases Filed by the Debtor and Affiliates of the Debtor**

On the date hereof, each of the entities listed below (collectively, the "Debtors") filed a petition in the United States Bankruptcy Court for the Southern District of Texas for relief under chapter 11 of title 11 of the United States Code. The Debtors have moved for joint administration of these cases under the case number assigned to the chapter 11 case of Tailored Brands, Inc.

Tailored Brands, Inc.
JA Apparel Corp.
Jos. A. Bank Clothiers, Inc.
Joseph Abboud Manufacturing Corp.
K&G Men's Company Inc.
Moore's Retail Group Corp.
Moore's The Suit People Corp.
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 Holding Limited
The Joseph A. Bank Mfg. Co., Inc.
The Men's Wearhouse, Inc.
TMW Merchants LLC

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

In re:

RENWICK TECHNOLOGIES, INC.,

Debtor.

)
) Chapter 11
)
) Case No. 20-[●] ([●])
)
)
)

LIST OF EQUITY SECURITY HOLDERS¹

Debtor	Equity Holders	Address of Equity Holder	Percentage of Equity Held
Renwick Technologies, Inc.	The Men's Wearhouse, Inc.	6100 Stevenson Boulevard Fremont, California 94538	100%

¹ This list reflects holders of five percent or more of Tailored Brands, Inc.'s common stock. This list serves as the disclosure required to be made by the debtor pursuant to rule 1007 of the Federal Rules of Bankruptcy Procedure. All equity positions listed are as of the date of commencement of the chapter 11 case. By the *Debtors' Emergency Motion for Entry of an Order (I) Authorizing the Debtors to File a Consolidated List of Creditors and a Consolidated List of the 30 Largest Unsecured Creditors, (II) Waiving the Requirement to File a List of Equity Security Holders, (III) Authorizing the Debtors to Redact Certain Personal Identification Information, (IV) Approving the Form and Manner of Notifying Creditors of the Commencement of the Chapter 11 Cases and Other Information, and (V) Granting Related Relief* filed contemporaneously herewith, the debtor is requesting a waiver of the requirement under rule 1007 to file a list of all of its equity security holders.

Fill in this information to identify the case:Debtor name Tailored Brands, Inc., et al.United States Bankruptcy Court for the: Southern District of Texas

Case number (If known): _____ (State)

☐ Check if this is an amended filing**Official Form 204****Chapter 11 or Chapter 9 Cases: List of Creditors Who Have the 30 Largest Unsecured Claims and Are Not Insiders**

12/15

A list of creditors holding the 30 largest unsecured claims must be filed in a Chapter 11 or Chapter 9 case. Include claims which the debtor disputes. Do not include claims by any person or entity who is an *insider*, as defined in 11 U.S.C. § 101(31). Also, do not include claims by secured creditors, unless the unsecured claim resulting from inadequate collateral value places the creditor among the holders of the 30 largest unsecured claims.

	Name of creditor and complete mailing address, including zip code	Name, telephone number and email address of creditor contact	Nature of claim (for example, trade debts, bank loans, professional services, and government contracts)	Indicate if claim is contingent, unliquidated, or disputed	Amount of claim		
					If the claim is fully unsecured, fill in only unsecured claim amount. If claim is partially secured, fill in total claim amount and deduction for value of collateral or setoff to calculate unsecured claim.		
					Total claim, if partially secured	Deduction for value of collateral or setoff [1]	Unsecured Claim
1	BANK OF NEW YORK MELLON TRUST COMPANY, N.A. 601 TRAVIS ST, 16TH FLOOR HOUSTON, TX 77002	CONTACT: LISA MCCANTS PHONE: 713-483-6752 EMAIL: LISA.MCCANTS@BNYMELLON.COM	SENIOR NOTES DUE 2022		\$179,916,000		\$179,916,000
2	ICON INTERNATIONAL INC LOCKBOX SERVICES 1487 DEPT 1487 350 N ORLEANS STREET STE 800 CHICAGO, IL 60654-1529	CONTACT: KATHLEEN CHOMIENNE PHONE: 203-388-1442 EMAIL: KCHOMIENNE@ICONINTERNATIONAL.COM	TRADE DEBTS		\$8,214,000		\$8,214,000
3	PEERLESS CLOTHING INC. 200 INDUSTRIAL PARK RD. SAINT ALBANS, VT 05478-1873	CONTACT: JOHN TIGHE PHONE: 469-500-8839 EMAIL: JOHNT@PEERLESS-CLOTHING.COM	TRADE DEBTS		\$8,115,000		\$8,115,000
4	ADOBE SYSTEMS INC 29322 NETWORK PLACE CHICAGO, IL 60673-1293	CONTACT: JEFFEREY YOUNG PHONE: 385-345-2280 EMAIL: JYOUNG@ADOBE.COM	TRADE DEBTS		\$7,047,000		\$7,047,000
5	WH BUYER, LLC DBA WHP GLOBAL 333 S GRAND AVENUE 28TH FLOOR LOS ANGELES, CA 90071	CONTACT: STEPHEN CONWELL PHONE: 646-518-8499 EMAIL: SCONWELL@WHP-GLOBAL.COM	ROYALTIES		\$5,781,000		\$5,781,000
6	ENGIE INSIGHT 1313 NORTH ATLANTIC, SUITE 5000 SPOKANE, WA 99201-2330	CONTACT: RICHARD COOMBE PHONE: 480-625-5055 EMAIL: RICHARD.COOMBE@ENGIE.COM	TRADE DEBTS		\$4,966,000		\$4,966,000

¹ The Debtors reserve the right to assert setoff and other rights with respect to any of the claims listed herein.

	Name of creditor and complete mailing address, including zip code	Name, telephone number and email address of creditor contact	Nature of claim (for example, trade debts, bank loans, professional services, and government contracts)	Indicate if claim is contingent, unliquidated, or disputed	Amount of claim If the claim is fully unsecured, fill in only unsecured claim amount. If claim is partially secured, fill in total claim amount and deduction for value of collateral or setoff to calculate unsecured claim.		
					Total claim, if partially secured	Deduction for value of collateral or setoff [1]	Unsecured Claim
7	MCKINSEY & COMPANY, INC. 3 WORLD TRADE CENTER 175 GREENWICH STREET NEW YORK, NY 10007	CONTACT: GENERAL COUNSEL OFFICE PHONE: 212-415-5372 EMAIL: KILLIAN_NOLAN@MCKINSEY.COM	PROFESSIONAL SERVICES		\$3,500,000		\$3,500,000
8	DAVID'S BRIDAL, INC. 1001 WASHINGTON ST. ASF MONTHLY INSTALLMENT CONSHOHOCKEN, PA 19428	CONTACT: JIM MARCUM PHONE: 603-455-5650 EMAIL: JMARCUM@DBI.COM	ROYALTIES		\$3,490,000		\$3,490,000
9	FLOW FORMAL ALLIANCE, LLC P.O. BOX 842683 BOSTON, MA 02284-2683	CONTACT: JEFF WEINTRAUB PHONE: 561-504-1846 EMAIL: LJTALALIEN@AOL.COM	TRADE DEBTS		\$3,203,000		\$3,203,000
10	PRODUCTOS TEXTILES 800 METROS CARRETERA A LA JUTOSA, ZONA LIBRE INHDELVA CHOLOMA CORTEZ, HND	CONTACT: JACOBO KATTAN PHONE: 50499785004 EMAIL: JACOBO.KATTAN@PROTEXSA.HN	TRADE DEBTS		\$2,786,000		\$2,786,000
11	PHILLIPS VAN HEUSEN CORP P.O. BOX 532513 ATLANTA, GA 30353-2513	CONTACT: ANN RALKO PHONE: 908-332-4698 EMAIL: ANN.RALKO@PVH.COM	TRADE DEBTS		\$2,668,000		\$2,668,000
12	VETEMENTS PEERLESS CLOTHING 8888 BOUL PIE 1X MONTREAL, QC H1Z 4J5 CAN	CONTACT: JOHN TIGHE PHONE: 469-500-8839 EMAIL: JOHNT@PEERLESS-CLOTHING.COM	TRADE DEBTS		\$2,224,000		\$2,224,000
13	GOOGLE, INC. DEPT 33654 P.O. BOX 39000 SAN FRANCISCO, CA 94139	CONTACT: RICH JONES PHONE: 650-862-1371 EMAIL: RJONES@GOOGLE.COM	TRADE DEBTS		\$1,841,000		\$1,841,000
14	LAGUNA CLOTHING(MAURITIUS)LTD BOUNDARY ROAD QUATRE BORNES, MUS	CONTACT: ERIC DORCHIES PHONE: 23054233500 EMAIL: EDORCHIES@AQUARELLE-CLOTHING.COM	TRADE DEBTS		\$1,630,000		\$1,630,000
15	TOP GENUINE, LLC PO BOX 50001 PASADENA, CA 91105	CONTACT: RAY TOLLES PHONE: 213-479-3000 EMAIL: RAY.TOLLES@GMAIL.COM	TRADE DEBTS		\$1,567,000		\$1,567,000
16	KENNETH COLE PRODUCTION/ROYALTIES/ADVE RT 400 PLAZA DRIVE SECAUCUS, NJ 07094	CONTACT: KENNETH COLE PHONE: 914-806-2323 EMAIL: KENNETH@KENNETHCOLE.COM	ROYALTIES		\$1,464,000		\$1,464,000
17	CASS INFORMATION SYSTEMS INC. P.O. BOX 17617 ST.LOUIS, MO 63178	CONTACT: DEREK PANO PHONE: 978-323-6567 EMAIL: DAPANO@CASSINFO.COM	TRADE DEBTS		\$1,461,000		\$1,461,000
18	AT&T P.O. BOX 5019 CAROL STREAM, IL 60197-5019	CONTACT: CHARLES KEETON PHONE: 281-797-1882 EMAIL: CK6861@ATT.COM	UTILITY		\$1,361,000		\$1,361,000

	Name of creditor and complete mailing address, including zip code	Name, telephone number and email address of creditor contact	Nature of claim (for example, trade debts, bank loans, professional services, and government contracts)	Indicate if claim is contingent, unliquidated, or disputed	Amount of claim		
					If the claim is fully unsecured, fill in only unsecured claim amount. If claim is partially secured, fill in total claim amount and deduction for value of collateral or setoff to calculate unsecured claim.		
					Total claim, if partially secured	Deduction for value of collateral or setoff [1]	Unsecured Claim
19	PT UNGARAN SARI GARMENTS KUNINGAN CITY (AXA TOWER), 41ST FLOOR JL. PROF. DR.SATRIO JAKARTA, 12940 IND	CONTACT: MANISH VIRMANI PHONE: 628111045222 EMAIL: MANISH.VIRMANI@BUSANAGROUP.COM	TRADE DEBTS		\$1,205,000		\$1,205,000
20	JIANGSU SUNSHINE CO. LTD./ FABRIC WIRE XINQIAO TOWN,UIANGYIN CITY JIANGSU PROVINCE 214426, CHN	CONTACT: LIPING PHONE: 760-224-7532 EMAIL: LIPINGHECN@YAHOO.COM	TRADE DEBTS		\$914,000		\$914,000
21	HCL TECHNOLOGIES LTD 806 SIDDHARTH 96 NEHRU PLACE NEW DEHLI, 110-0119 IND	CONTACT: TRACY DECICCO PHONE: 303-570-3801 EMAIL: TRACY.DECICCO@HCL.COM	TRADE DEBTS		\$875,000		\$875,000
22	STAPLES PO BOX 70242 PHILADELPHIA, PA 19176-0242	PHONE: 877-826-7755	TRADE DEBTS		\$823,000		\$823,000
23	CT CORPORATION PO BOX 4349 CAROL STREAM, IL 60197-4349	CONTACT: BONNUS SMITH PHONE: 713-882-8566 EMAIL: BONNIE.SMITH@WOLTERSKLUWER.COM	TRADE DEBTS		\$812,000		\$812,000
24	FABIAN COUTURE GROUP 205C CHUBB AVENUE LYNDHURST, NJ 07071	CONTACT: ALLAN WEISS PHONE: 201-248-3562 EMAIL: AAJWEISS@AOL.COM	TRADE DEBTS		\$805,000		\$805,000
25	FLORSHEIM SHOE CO. 7734 SOLUTION CENTER CHICAGO, IL 60677-7007	CONTACT: JOHN FLORSHEIM PHONE: 414-908-1889 EMAIL: JFLORSHEIM@WEYCOGROUP.COM	TRADE DEBTS		\$784,000		\$784,000
26	CAULFEILD APPAREL GROUP LTD 1400 WHITEHORSE RD TORONTO, ON M3J3A7 CAN	CONTACT: MARIO TOMEI PHONE: 416-720-5984 EMAIL: MARIOT@CAULFEILD	TRADE DEBTS		\$782,000		\$782,000
27	TRANSPACIFIC INC. C/O TRANSPACIFIC P.O. BOX 75359 CHICAGO, IL 60675-5359	CONTACT: NING ZHOA PHONE: 917-886-9518 EMAIL: NING@MORETTISHOE.COM	TRADE DEBTS		\$776,000		\$776,000
28	MM FASHION AND DESIGN INC 9202 CHARLES SMITH AVENUE RANCHO CUCAMONGA, CA 91730	CONTACT: ANGEL MARTINEZ PHONE: 909-720-8661 EMAIL: ANGEL@MMFASHIONINC.COM	TRADE DEBTS		\$742,000		\$742,000
29	BLDG MANAGEMENT CO., INC. / 7101 417 FIFTH AVENUE, 4TH FLOOR NEW YORK, NY 10016	CONTACT: SARA FONTANET PHONE: 212-624-4337 EMAIL: SFONTANET@BLDG.COM	RENT		\$703,000		\$703,000
30	SITUS ASSET MANAGEMENT, LLC / #220 C/O BTR HAMPSTEAD, LLC SIGNATURE BANK NEWARK, NJ 07101-8084	CONTACT: ANGELA BALDWIN PHONE: 410-844-3906 EMAIL: ABALDWIN@BTRCAPITALGROUP.COM	RENT		\$701,000		\$701,000

RENWICK TECHNOLOGIES, INC.

**WRITTEN CONSENT OF DIRECTORS
IN LIEU OF ANNUAL MEETING**

Pursuant to Section 21.415 of the Texas Business Organizations Code, the undersigned, being all of the directors of Renwick Technologies, Inc., a Texas corporation (the “Company”), and in lieu of the annual meeting of directors, the call and notice of which are hereby expressly waived, do hereby consent to the adoption of and adopt the resolutions set forth on Annex A attached hereto.

This consent may be executed in counterparts, each of which shall be deemed an original, and all of which taken together shall constitute one instrument. A copy of this consent signed and delivered by telecopy, facsimile or other electronic transmission shall be considered an original, executed consent.

IN WITNESS WHEREOF, the undersigned has executed this consent effective as of _____ August 2, 2020.

DIRECTORS:



A. Alexander Rhodes



Boris Sherman

Annex A**1. Election of Officers**

NOW, THEREFORE, BE IT RESOLVED, that each of the following persons is hereby elected to the offices of the Company set forth beside his or her name, to serve in accordance with the provisions of the by-laws of the Company and until his or her successor shall have been elected and shall have qualified:

<u>NAME</u>	<u>OFFICE</u>
Dinesh Lathi	President and Chief Executive Officer
A. Alexander Rhodes	Executive Vice President and General Counsel
Boris Sherman	Executive Vice President, Chief Technology Officer
Aidan Arney	Vice President, Corporate Tax
Francisco Fuentes	Vice President, Risk Management
Laura Ann Smith	Vice President, Assistant General Counsel - Corporate and Securities Law and Secretary
John Vazquez	Vice President, Chief Accounting Officer and Treasurer

2. Restructuring Support Agreement

WHEREAS, the board of directors (the “Governing Body”) of Renwick Technologies, Inc. (the “Company”) has reviewed and considered (i) the recommendation by the Board of Directors of Tailored Brands, Inc. (the “Board”) and the authorized officers and representatives of Tailored Brands, Inc. (“Management”) that the Company enter into that certain restructuring support agreement (in such form as authorized and executed by any Authorized Officer (as defined below), with such authorization as evidenced by the execution and delivery by any such Authorized Signatory, the “Restructuring Support Agreement”), (ii) the presentations by the Advisors regarding the liabilities and liquidity of the Company, the strategic alternatives available to the Company, and the impact of the foregoing on the Company’s business, (iii) the information and advice previously provided to and reviewed by the Governing Body, the Board, and Management, and (iv) the related matters reported on at meetings of the Governing Body and the Board;

WHEREAS, the Governing Body has had the opportunity to consult with Management and the Board and the financial, restructuring, and legal advisors described in Section 4 herein (collectively, the “Advisors”) and fully consider each of the strategic alternatives available to the Company;

WHEREAS, Management is continuing to negotiate the Restructuring Support Agreement with the Company’s stakeholders, with the terms of such Restructuring Support Agreement to be substantially consistent with the terms set forth in the presentations by Management; and

WHEREAS, the Restructuring Support Agreement provides that it can be terminated if the Governing Body determines, after consulting with counsel, that proceeding with any of the

restructuring transactions contemplated by the Restructuring Support Agreement would be inconsistent with applicable law or the Governing Body's fiduciary duties.

NOW, THEREFORE, BE IT RESOLVED, that it is desirable and in the best interests the Company, its stakeholders, its creditors, and other parties in interest, to enter into the Restructuring Support Agreement, and that the Company's performance of its obligations under the Restructuring Support Agreement, and all other exhibits, schedules, attachments, and ancillary documents or agreements related thereto, hereby is, in all respects, authorized and approved;

FURTHER RESOLVED, that Management is hereby authorized and directed to take all actions necessary or advisable to negotiate and finalize the Restructuring Support Agreement and, subject to receiving sufficient consents from the Consenting Term Loan Lenders (as defined in the Restructuring Support Agreement), enter into and perform under the Restructuring Support Agreement, and the restructuring contemplated thereunder; and

FURTHER RESOLVED, that the officers of the Company, including but not limited to the President and Chief Executive Officer, any Vice President, the Treasurer, the Secretary or any Assistant Secretary of the Company and any other person designated by the Governing Body (collectively, the "Authorized Officers") shall be, and each of them individually hereby is, authorized for and on behalf of the Company to take all actions (including, without limitation, to negotiate and execute any agreements, documents, certificates, supplemental agreements and instruments) necessary or advisable to finalize the Restructuring Support Agreement and, subject to receiving sufficient consents from the Consenting Term Loan Lenders (as defined in the Restructuring Support Agreement), to enter into the Restructuring Support Agreement, and to perform all the transactions contemplated thereby, that in the judgment of the applicable Authorized Officers, are necessary or appropriate to effectuate and carry out the purposes and intent of the foregoing resolutions (such determination to be conclusively evidenced by the taking of such action or execution thereof).

3. Chapter 11 Filing

WHEREAS, the Governing Body has considered certain materials presented by Management and the Advisors, including, but not limited to, materials regarding the liabilities and obligations of the Company, its liquidity, strategic alternatives available to it, and the effect of the foregoing on the Company's business, and has had adequate opportunity to consult such persons regarding the materials presented, obtain additional information, and to fully consider each of the strategic alternatives available to the Company; and

WHEREAS, the Governing Body has had the opportunity to consult with Management, the Board, and the Advisors and consider each of the strategic alternatives available to the Company.

NOW, THEREFORE, BE IT RESOLVED, that in the judgment of the Governing Body, it is desirable and in the best interests of the Company, its creditors, and other parties in interest, that the Company shall be, and hereby is, authorized to file, or cause to be filed, a voluntary petition for relief (such voluntary petition, and the voluntary petitions to be filed by the Company's affiliates, collectively, the "Chapter 11 Cases") under the provisions of chapter 11 of title 11 of the United States Code (the "Bankruptcy Code") in the United States Bankruptcy Court for the Southern District of Texas (the "Bankruptcy Court") and any other petition for relief or recognition or other order that may be desirable under applicable law; and

FURTHER RESOLVED, that the Authorized Officers, acting alone or with one or more other Authorized Officers of the Company be, and each of them hereby is authorized, empowered, and directed to execute and file on behalf of the Company all petitions, schedules, lists, and other motions, objections, replies, applications, papers, or documents as necessary or advisable to commence the Chapter 11 Cases and obtain chapter 11 relief, and to take any and all actions that they deem necessary or proper to obtain such relief, including, without limitation, any action necessary to maintain the ordinary course operation of the Company's business.

4. Senior Secured Super-Priority Debtor-In-Possession Credit Agreement

WHEREAS, TAILORED BRANDS, INC., a Texas corporation, THE MEN'S WEARHOUSE, INC., a Texas corporation, as debtor and debtor-in-possession, each of the other U.S. Subsidiary Borrowers from time to time party thereto (each of the foregoing, individually, as a "U.S. Borrower" and, collectively, as the "U.S. Borrowers"), MOORES THE SUIT PEOPLE CORP., a Nova Scotia unlimited liability company (the "Canadian Borrower" and, together with the U.S. Borrowers, the "Borrowers"), the Canadian Guarantors from time to time party thereto, the Lenders from time to time party thereto, JPMORGAN CHASE BANK, N.A., as Administrative Agent ("U.S. Agent"), and JPMORGAN CHASE BANK, N.A. TORONTO BRANCH, as Canadian Administrative Agent ("Canadian Agent"; together with the U.S. Agent, the "Agents"), propose to enter into that certain SENIOR SECURED SUPER-PRIORITY DEBTOR-IN-POSSESSION CREDIT AGREEMENT dated as of the date hereof (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "DIP Credit Agreement");

WHEREAS, the obligation of the Lenders to make Loans to the Borrowers under the DIP Credit Agreement is subject to the Company having satisfied certain conditions described in the DIP Credit Agreement and the other Loan Documents (as defined below) to which it is a party;

WHEREAS, the DIP Credit Agreement requires the Company to guaranty and to grant a security interest to secure the obligations under the Loan Documents; and

WHEREAS, the Company will obtain benefits from the Loans made to the Borrowers under the DIP Credit Agreement.

NOW, THEREFORE, BE IT RESOLVED, that the form, terms and provisions of each of the instruments and documents listed below (collectively, the "Loan Documents"), substantially in the form received by the undersigned and the Company's execution, delivery and performance of its obligations under the Loan Documents, including without limitation the grant of security interests under the Loan Documents, and, any borrowings or guaranty therewith, be, and hereby are, in all respects, approved:

- a) any promissory note executed by the Companies in connection with the DIP Credit Agreement;
- b) any fee letter in connection with the DIP Credit Agreement;
- c) any Collateral Document in connection with the DIP Credit Agreement;
- d) any intellectual property security agreement in connection with the DIP Credit Agreement;

- e) the Interim Order;
- f) the Final Order;
- g) the Intercreditor Agreement;
- h) the Intercompany Subordination Agreement;
- i) the Intercreditor Acknowledgement;
- j) any commitment letter in connection with the DIP Credit Agreement;
- k) any guarantee in connection with the DIP Credit Agreement;
- l) any assignment documents, security agreements, notices, financing statements, tax affidavits, and other instruments as the Agents and/or the Lenders may reasonably request or as may be necessary or appropriate to create, preserve and perfect the Liens of Agents and/or the Lenders required pursuant to the Loan Documents to be created in the Collateral;
- m) agreements with third parties (including, without limitation, bank agency agreements, lockbox agreements, cash management agreements, hedge agreements, control agreements, landlord agreements, Collateral Access Agreements, bailee letters, and warehouse letters) relating to the Collateral; and
- n) such other Loan Documents (as defined in the DIP Credit Agreement), agreements, documents, Orders, pledges, powers of attorney, instruments, letters of credit, acknowledgements, statements, paper, certificates and other documents and instruments, including any interest rate swaps, caps, collars or similar hedging agreement and any financing statements (or amendments thereto) that may be contemplated by, or as may be required by or executed in connection with any of the Loan Documents.

FURTHER RESOLVED, that the Authorized Officers, acting alone or with one or more other Authorized Officers be, and hereby is, authorized and empowered to execute and deliver, and perform all of the obligations and the transactions contemplated under each of the Loan Documents in the name and on behalf of the Company, with such changes therein as shall be approved by the Authorized Officer executing the same, with such execution by said Authorized Officer to constitute conclusive evidence of his or her approval of the terms thereof, including any departures therein from the form presented to the Governing Body;

FURTHER RESOLVED, that any person dealing with an Authorized Officer may conclusively rely upon the authority of such Authorized Officer by the execution of a document or agreement;

FURTHER RESOLVED, that the Company will obtain benefits from the loans made to the Company under the DIP Credit Agreement and the other Loan Documents which are necessary and convenient to the conduct, promotion and attainment of the business of the Company;

FURTHER RESOLVED, that the incurrence by the Company of the borrowings and obligations under the Loan Documents is hereby authorized and approved in all respects and the transactions contemplated by the Loan Documents are approved in all respects;

FURTHER RESOLVED, that each of the Authorized Officers be, and hereby is, authorized and empowered to take all actions or to not take any action in the name of the Company with respect to the transactions contemplated by these resolutions as the sole shareholder or sole member, of each direct or indirect subsidiary of the Company, if any, whether existing now or in the future, in each case, as such Authorized Officer shall deem necessary or desirable in such Authorized Officer's reasonable business judgment, including without limitation the authorization of resolutions and agreements necessary to authorize the execution, delivery and performance pursuant to the DIP Credit Agreement or any of the Loan Documents (including certificates, affidavits, financing statements, notices, reaffirmations and amendments and restatements thereof or relating thereto) as may be necessary or convenient to effectuate the purposes of the transactions contemplated herein;

FURTHER RESOLVED, that the Company be and it hereby is, authorized and directed to grant the Liens and security interests with respect to all or substantially all of its assets contemplated and as and when required by the Collateral Documents and the other Loan Documents in favor of the Agents and/or the Lenders to secure the Obligations (and any renewals, increases, extension for any period of rearrangement thereof) and to provide the guarantees contemplated in the Loan Documents;

FURTHER RESOLVED, that the Agents are authorized to file or record financing statements and other filing or recording documents or instruments with respect to the Collateral without the signature of the Company in such form and substance and in such offices as the Agents determine appropriate to continue to perfect the security interests of the Agents for the benefit of the Lenders under the DIP Credit Agreement and the other Loan Documents, as appropriate, and the Agents are authorized to use the collateral description "all or substantially all personal property assets of the Debtor, whether now existing or hereafter arising" or any similar description in any such financing statements;

FURTHER RESOLVED, that the Company be, and hereby is, authorized to guaranty the payment in full and performance of all Obligations, to the extent applicable, of its direct or indirect subsidiaries;

FURTHER RESOLVED, that any specific resolutions that may be required to have been adopted by the Company in connection with the actions contemplated by the foregoing resolutions be, and they hereby are, adopted, and the Authorized Officers of the Company be, and each of them acting alone hereby is authorized to certify as to the adoption of any and all such resolutions and attach such resolutions hereto;

FURTHER RESOLVED, that the omission from these resolutions of any agreement, document or other arrangement contemplated by any of the agreements, documents or instruments described in the foregoing resolutions or any action to be taken in accordance with any requirement of any of the agreements, documents, or instruments described in the foregoing resolutions shall in no manner derogate from the authority of the Authorized Officers, or any officer of the Company acting at their direction, to take all actions necessary, desirable, advisable or appropriate to consummate, effectuate carry out or further the transactions contemplated by, and the intent and purposes of, the foregoing resolutions;

FURTHER RESOLVED, that each of the Authorized Officers be, and hereby is, authorized and empowered to take all such further actions including, without limitation, to pay all fees, (including without limitation, the fees under the Fee Letters and expenses in accordance with the terms of the Loan Documents), to arrange for and enter into supplemental agreements, instruments, amendments, amendment and restatements, modifications, renewals, replacements, consolidations, substitutions, extensions, certificates or documents relating to the transactions contemplated by any of the Loan Documents and to execute and deliver all such supplemental agreements, instruments, amendments, amendment and restatements, modifications, renewals, replacements, consolidations, substitutions, extensions, certificates or documents in the name and on behalf of the Company, which shall in their sole judgment be necessary, proper or advisable in order to perform the Company's obligations under or in connection with any of the Loan Documents and the transactions contemplated therein, and to carry out fully the intent of the foregoing resolution. The performance of any such further act and the execution of any such document or instrument by any of the aforesaid Authorized Officers of the Company pursuant to these resolutions shall be conclusive evidence that the same have been authorized and approved by the Company in every respect;

FURTHER RESOLVED, that all acts and actions taken by any Authorized Officer prior to the date hereof with respect to the transactions contemplated by the Loan Documents (as defined in the DIP Credit Agreement), and any and all agreements, instruments, certificates or documents heretofore executed be, and hereby are, in all respects confirmed, approved and ratified; and

FURTHER RESOLVED, that all initially capitalized terms used in the resolutions under the caption "SENIOR SECURED SUPER-PRIORITY DEBTOR-IN-POSSESSION CREDIT AGREEMENT" and otherwise without definition shall have the meanings ascribed to them in the DIP Credit Agreement.

5. Retention of Professionals

NOW, THEREFORE, BE IT RESOLVED that each of the Authorized Officers be, and they hereby are, authorized and directed to employ the following professionals on behalf of the Company: (i) the law firm of Kirkland & Ellis LLP and Kirkland & Ellis International LLP, as general bankruptcy counsel, (ii) the law firm of Jackson Walker L.L.P., as co-bankruptcy counsel, (iii) the law firm of Stikeman Elliot LLP, as co-bankruptcy counsel, (iv) the law firm of Mourant Ozannes, as co-bankruptcy counsel, (v) PJT Partners LP, as financial advisor, (vi) AlixPartners, LLP, as restructuring advisor, (vii) Prime Clerk LLC, as notice and claims agent, (viii) A&G Realty Partners, LLC, as a real estate consultant and advisor, and (ix) any other legal counsels, accountants, financial advisors, restructuring advisors or other professionals the Authorized Officers deem necessary, appropriate or advisable; each to represent and assist the Company in carrying out its duties and responsibilities and exercising its rights under the Bankruptcy Code and applicable law (including, but not limited to, the law firms filing any pleadings and responses); and in connection therewith, each of the Authorized Officers be, and hereby is authorized, empowered and directed, in accordance with the terms and conditions hereof, to execute appropriate retention agreements and to cause to be filed appropriate applications for authority to reach such services; and

FURTHER RESOLVED, that all acts and deeds previously performed by any of the officers of the Authorized Officers, as may be applicable, prior to the adoption of the foregoing recitals and resolutions that are within the authority conferred by the foregoing recitals and resolutions, are hereby

ratified, confirmed and approved in all respects as the authorized acts and deeds of the Authorized Officers, as the case may be.

6. General

NOW, THEREFORE, BE IT RESOLVED, that in addition to the specific authorizations heretofore conferred upon the Authorized Officers, each of the Authorized Officers (and their designees and delegates) be, and they hereby are, authorized and empowered, in the name of and on behalf of the Company, to take or cause to be taken any and all such other and further action to: execute, acknowledge, deliver, and file any and all such agreements, certificates, instruments, and other documents; and pay all expenses, including but not limited to filing fees, in each case as in such officer's or officers' judgment, shall be necessary, advisable, or desirable to fully carry out the intent and accomplish the purposes of the resolutions adopted herein;

FURTHER RESOLVED, that the Governing Body has received sufficient notice of the actions and transactions relating to the matters contemplated by the foregoing resolutions, as may be required by the organizational documents of the Company, or hereby waive any right to have received such notice;

FURTHER RESOLVED, that all acts, actions and transactions relating to the matters contemplated by the foregoing resolutions done in the name of and on behalf of the Company, which acts would have been approved by the foregoing resolutions except that such acts were taken before the adoption of these resolutions, are hereby in all respects approved and ratified as the true acts and deeds of the Company with the same force and effect as if each such act, transaction, agreement or certificate has been specifically authorized in advance by resolution of the Governing Body; and

FURTHER RESOLVED, that each of the Authorized Officers (and their designees and delegates) be and hereby is authorized and empowered to take all actions or to not take any action in the name of the Company with respect to the transactions contemplated by these resolutions hereunder, as such Authorized Officers shall deem necessary or desirable in such Authorized Officer's reasonable judgment as may be necessary or convenient to effectuate the purposes of the transactions contemplated herein.

Fill in this information to identify the case and this filing:	
Debtor Name	Renwick Technologies, Inc.
United States Bankruptcy Court for the:	Southern District of Texas
Case number (If known):	(State)

Official Form 202**Declaration Under Penalty of Perjury for Non-Individual Debtors**

12/15

An individual who is authorized to act on behalf of a non-individual debtor, such as a corporation or partnership, must sign and submit this form for the schedules of assets and liabilities, any other document that requires a declaration that is not included in the document, and any amendments of those documents. This form must state the individual's position or relationship to the debtor, the identity of the document, and the date. Bankruptcy Rules 1008 and 9011.

WARNING -- Bankruptcy fraud is a serious crime. Making a false statement, concealing property, or obtaining money or property by fraud in connection with a bankruptcy case can result in fines up to \$500,000 or imprisonment for up to 20 years, or both. 18 U.S.C. §§ 152, 1341, 1519, and 3571.

Declaration and signature

I am the president, another officer, or an authorized agent of the corporation; a member or an authorized agent of the partnership; or another individual serving as a representative of the debtor in this case.

I have examined the information in the documents checked below and I have a reasonable belief that the information is true and correct:

- ☐ *Schedule A/B: Assets-Real and Personal Property (Official Form 206A/B)*
- ☐ *Schedule D: Creditors Who Have Claims Secured by Property (Official Form 206D)*
- ☐ *Schedule E/F: Creditors Who Have Unsecured Claims (Official Form 206E/F)*
- ☐ *Schedule G: Executory Contracts and Unexpired Leases (Official Form 206G)*
- ☐ *Schedule H: Codebtors (Official Form 206H)*
- ☐ *Summary of Assets and Liabilities for Non-Individuals (Official Form 206Sum)*
- ☐ *Amended Schedule*
- ☒ *Chapter 11 or Chapter 9 Cases: List of Creditors Who Have the 30 Largest Unsecured Claims and Are Not Insiders (Official Form 204)*
- ☒ Other document that requires a declaration **List of Equity Security Holders and Corporate Ownership Statement**

I declare under penalty of perjury that the foregoing is true and correct.

Executed on

08/02/2020
MM/ DD/YYYY

☒ /s/ Holly Etlin

Signature of individual signing on behalf of debtor

Holly Etlin
Printed name

Chief Restructuring Officer
Position or relationship to debtor

TAB J

Voluntary Petition of Tailored Brands Gift Card Co LLC

Fill in this information to identify the case:

United States Bankruptcy Court for the:

Southern District of Texas

(State)

Case number (if known):

Chapter

11☐ Check if this is an amended filing**Official Form 201****Voluntary Petition for Non-Individuals Filing for Bankruptcy**

04/20

If more space is needed, attach a separate sheet to this form. On the top of any additional pages, write the debtor's name and the case number (if known). For more information, a separate document, *Instructions for Bankruptcy Forms for Non-Individuals*, is available.

1. Debtor's Name Tailored Brands Gift Card Co LLC**2. All other names debtor used in the last 8 years**

Include any assumed names, trade names, and *doing business as* names

3. Debtor's federal Employer Identification Number (EIN)36-4839484**4. Debtor's address****Principal place of business****Mailing address, if different from principal place of business**6100 Stevenson Boulevard

Number Street

Number Street

P.O. Box

Fremont, California 94538

City State Zip Code

City State Zip Code

Location of principal assets, if different from principal place of businessAlameda County

County

Number Street

City State Zip Code

5. Debtor's website (URL)https://www.tailoredbrands.com/**6. Type of debtor**☒ Corporation (including Limited Liability Company (LLC) and Limited Liability Partnership (LLP))☐ Partnership (excluding LLP)☐ Other. Specify:

Debtor Tailored Brands Gift Card Co LLC
Name

Case number (if known) _____

7. Describe debtor's business*A. Check One:*

- ☐ Health Care Business (as defined in 11 U.S.C. § 101(27A))
- ☐ Single Asset Real Estate (as defined in 11 U.S.C. § 101(51B))
- ☐ Railroad (as defined in 11 U.S.C. § 101(44))
- ☐ Stockbroker (as defined in 11 U.S.C. § 101(53A))
- ☐ Commodity Broker (as defined in 11 U.S.C. § 101(6))
- ☐ Clearing Bank (as defined in 11 U.S.C. § 781(3))
- ☒ None of the above

B. Check all that apply:

- ☐ Tax-exempt entity (as described in 26 U.S.C. § 501)
- ☐ Investment company, including hedge fund or pooled investment vehicle (as defined in 15 U.S.C. § 80a-3)
- ☐ Investment advisor (as defined in 15 U.S.C. § 80b-2(a)(11))

C. NAICS (North American Industry Classification System) 4-digit code that best describes debtor. See <http://www.uscourts.gov/four-digit-national-association-naics-codes> .
4481 (Clothing Stores)

8. Under which chapter of the Bankruptcy Code is the debtor filing?*Check One:*

- ☐ Chapter 7
- ☐ Chapter 9
- ☒ Chapter 11. *Check all that apply:*

A debtor who is a "small business debtor" must check the first sub-box. A debtor as defined in § 1182(1) who elects to proceed under subchapter V of chapter 11 (whether or not the debtor is a "small business debtor") must check the second sub-box.

- ☐ The debtor is a small business debtor as defined in 11 U.S.C. § 101(51D), and its aggregate noncontingent liquidated debts (excluding debts owed to insiders or affiliates) are less than \$2,725,625. If this sub-box is selected, attach the most recent balance sheet, statement of operations, cash-flow statement, and federal income tax return or if any of these documents do not exist, follow the procedure in 11 U.S.C. § 1116(1)(B).
- ☐ The debtor is a debtor as defined in 11 U.S.C. § 1182(1). Its aggregate noncontingent liquidated debts (excluding debts owed to insiders or affiliates) are less than \$7,500,000 **and it chooses to proceed under Subchapter V of Chapter 11.** If this sub-box is selected, attach the most recent balance sheet, statement of operations, cash-flow statement, and federal income tax return or if any of these documents do not exist, follow the procedure in 11 U.S.C. § 1116(1)(B).
- ☐ A plan is being filed with this petition.
- ☐ Acceptances of the plan were solicited prepetition from one or more classes of creditors, in accordance with 11 U.S.C. § 1126(b).
- ☒ The debtor is required to file periodic reports (for example, 10K and 10Q) with the Securities and Exchange Commission according to § 13 or 15(d) of the Securities Exchange Act of 1934. File the *Attachment to Voluntary Petition for Non-Individuals Filing for Bankruptcy under Chapter 11* (Official Form 201A) with this form.
- ☐ The debtor is a shell company as defined in the Securities Exchange Act of 1934 Rule 12b-2.

☐ Chapter 12**9. Were prior bankruptcy cases filed by or against the debtor within the last 8 years?**

- ☒ No District _____ When _____ Case number _____
- ☐ Yes. District _____ When _____ Case number _____

Debtor Tailored Brands Gift Card Co LLC
Name

Case number (if known) _____

10. Are any bankruptcy cases pending or being filed by a business partner or an affiliate of the debtor?☐ No☒ Yes.

Debtor

See Rider 1

Relationship

Affiliate

List all cases. If more than 1, attach a separate list.

District

Southern District of Texas

When

08/02/2020

MM / DD / YYYY

Case number, if known _____

11. Why is the case filed in this district?*Check all that apply:*☒ Debtor has had its domicile, principal place of business, or principal assets in this district for 180 days immediately preceding the date of this petition or for a longer part of such 180 days than in any other district.☒ A bankruptcy case concerning debtor's affiliate, general partner, or partnership is pending in this district.**12. Does the debtor own or have possession of any real property or personal property that needs immediate attention?**☒ No.☐ Yes. Answer below for each property that needs immediate attention. Attach additional sheets if needed.**Why does the property need immediate attention? (Check all that apply.)**☐ It poses or is alleged to pose a threat of imminent and identifiable hazard to public health or safety.

What is the hazard?

☐ It needs to be physically secured or protected from the weather.☐ It includes perishable goods or assets that could quickly deteriorate or lose value without attention (for example, livestock, seasonal goods, meat, dairy, produce, or securities-related assets or other options).☐ Other**Where is the property?**

Number

Street

City

State

Zip Code

Is the property insured?☐ No☐ Yes. Insurance agency

Contact name

Phone

Statistical and administrative information**13. Debtor's estimation of available funds***Check one:*☒ Funds will be available for distribution to unsecured creditors.☐ After any administrative expenses are paid, no funds will be available for distribution to unsecured creditors.**14. Estimated number of creditors¹**☐ 1-49☐ 1,000-5,000☒ 25,001-50,000☐ 50-99☐ 5,001-10,000☐ 50,001-100,000☐ 100-199☐ 10,001-25,000☐ More than 100,000☐ 200-999¹ The Debtors' estimated assets, liabilities, and number of creditors noted here are provided on a consolidated basis.

Debtor Tailored Brands Gift Card Co LLC
Name

Case number (if known) _____

15. Estimated assets

☐ \$0-\$50,000	☐ \$1,000,001-\$10 million	☐ \$500,000,001-\$1 billion
☐ \$50,001-\$100,000	☐ \$10,000,001-\$50 million	☒ \$1,000,000,001-\$10 billion
☐ \$100,001-\$500,000	☐ \$50,000,001-\$100 million	☐ \$10,000,000,001-\$50 billion
☐ \$500,001-\$1 million	☐ \$100,000,001-\$500 million	☐ More than \$50 billion

16. Estimated liabilities

☐ \$0-\$50,000	☐ \$1,000,001-\$10 million	☐ \$500,000,001-\$1 billion
☐ \$50,001-\$100,000	☐ \$10,000,001-\$50 million	☒ \$1,000,000,001-\$10 billion
☐ \$100,001-\$500,000	☐ \$50,000,001-\$100 million	☐ \$10,000,000,001-\$50 billion
☐ \$500,001-\$1 million	☐ \$100,000,001-\$500 million	☐ More than \$50 billion

Request for Relief, Declaration, and Signatures

WARNING -- Bankruptcy fraud is a serious crime. Making a false statement in connection with a bankruptcy case can result in fines up to \$500,000 or imprisonment for up to 20 years, or both. 18 U.S.C. §§ 152, 1341, 1519, and 3571.

17. Declaration and signature of authorized representative of debtor

The debtor requests relief in accordance with the chapter of title 11, United States Code, specified in this petition.

I have been authorized to file this petition on behalf of the debtor.

I have examined the information in this petition 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 08/02/2020
MM/ DD / YYYY

X/s/ Holly EtlinHolly Etlin

Signature of authorized representative of debtor

Printed name

Title Chief Restructuring Officer**18. Signature of attorney****X**/s/ Matthew D. Cavanaugh

Date

08/02/2020

Signature of attorney for debtor

MM/ DD/YYYY

Matthew D. Cavanaugh

Printed name

Jackson Walker L.L.P.

Firm name

1401 McKinney Street, Suite 1900

Number

Street

Houston

City

Texas

State

77010

ZIP Code

(713) 752-4200

Contact phone

mcavanaugh@jw.com

Email address

24062656

Bar number

Texas

State

Fill in this information to identify the case:

United States Bankruptcy Court for the:

Southern District of Texas

(State)

Case number (if known): _____

Chapter **11**☐ Check if this is an amended filing**Rider 1****Pending Bankruptcy Cases Filed by the Debtor and Affiliates of the Debtor**

On the date hereof, each of the entities listed below (collectively, the "Debtors") filed a petition in the United States Bankruptcy Court for the Southern District of Texas for relief under chapter 11 of title 11 of the United States Code. The Debtors have moved for joint administration of these cases under the case number assigned to the chapter 11 case of Tailored Brands, Inc.

Tailored Brands, Inc.
JA Apparel Corp.
Jos. A. Bank Clothiers, Inc.
Joseph Abboud Manufacturing Corp.
K&G Men's Company Inc.
Moore's Retail Group Corp.
Moore's The Suit People Corp.
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 Holding Limited
The Joseph A. Bank Mfg. Co., Inc.
The Men's Wearhouse, Inc.
TMW Merchants LLC

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

In re:	)	
	)	Chapter 11
	)	
TAILORED BRANDS GIFT CARD CO LLC,	)	Case No. 20-[●] ([●])
	)	
Debtor.	)	
	)	

LIST OF EQUITY SECURITY HOLDERS¹

Debtor	Equity Holders	Address of Equity Holder	Percentage of Equity Held
Tailored Brands Gift Card Co LLC	Tailored Shared Services, LLC	6100 Stevenson Boulevard Fremont, California 94538	100%

¹ This list reflects holders of five percent or more of Tailored Brands, Inc.'s common stock. This list serves as the disclosure required to be made by the debtor pursuant to rule 1007 of the Federal Rules of Bankruptcy Procedure. All equity positions listed are as of the date of commencement of the chapter 11 case. By the *Debtors' Emergency Motion for Entry of an Order (I) Authorizing the Debtors to File a Consolidated List of Creditors and a Consolidated List of the 30 Largest Unsecured Creditors, (II) Waiving the Requirement to File a List of Equity Security Holders, (III) Authorizing the Debtors to Redact Certain Personal Identification Information, (IV) Approving the Form and Manner of Notifying Creditors of the Commencement of the Chapter 11 Cases and Other Information, and (V) Granting Related Relief* filed contemporaneously herewith, the debtor is requesting a waiver of the requirement under rule 1007 to file a list of all of its equity security holders.

Fill in this information to identify the case:Debtor name Tailored Brands, Inc., et al.United States Bankruptcy Court for the: Southern District of Texas

Case number (If known): _____ (State)

☐ Check if this is an amended filing**Official Form 204****Chapter 11 or Chapter 9 Cases: List of Creditors Who Have the 30 Largest Unsecured Claims and Are Not Insiders**

12/15

A list of creditors holding the 30 largest unsecured claims must be filed in a Chapter 11 or Chapter 9 case. Include claims which the debtor disputes. Do not include claims by any person or entity who is an *insider*, as defined in 11 U.S.C. § 101(31). Also, do not include claims by secured creditors, unless the unsecured claim resulting from inadequate collateral value places the creditor among the holders of the 30 largest unsecured claims.

	Name of creditor and complete mailing address, including zip code	Name, telephone number and email address of creditor contact	Nature of claim (for example, trade debts, bank loans, professional services, and government contracts)	Indicate if claim is contingent, unliquidated, or disputed	Amount of claim		
					If the claim is fully unsecured, fill in only unsecured claim amount. If claim is partially secured, fill in total claim amount and deduction for value of collateral or setoff to calculate unsecured claim.		
					Total claim, if partially secured	Deduction for value of collateral or setoff [1]	Unsecured Claim
1	BANK OF NEW YORK MELLON TRUST COMPANY, N.A. 601 TRAVIS ST, 16TH FLOOR HOUSTON, TX 77002	CONTACT: LISA MCCANTS PHONE: 713-483-6752 EMAIL: LISA.MCCANTS@BNYMELLON.COM	SENIOR NOTES DUE 2022		\$179,916,000		\$179,916,000
2	ICON INTERNATIONAL INC LOCKBOX SERVICES 1487 DEPT 1487 350 N ORLEANS STREET STE 800 CHICAGO, IL 60654-1529	CONTACT: KATHLEEN CHOMIENNE PHONE: 203-388-1442 EMAIL: KCHOMIENNE@ICONINTERNATIONAL.COM	TRADE DEBTS		\$8,214,000		\$8,214,000
3	PEERLESS CLOTHING INC. 200 INDUSTRIAL PARK RD. SAINT ALBANS, VT 05478-1873	CONTACT: JOHN TIGHE PHONE: 469-500-8839 EMAIL: JOHNT@PEERLESS-CLOTHING.COM	TRADE DEBTS		\$8,115,000		\$8,115,000
4	ADOBE SYSTEMS INC 29322 NETWORK PLACE CHICAGO, IL 60673-1293	CONTACT: JEFFEREY YOUNG PHONE: 385-345-2280 EMAIL: JYOUNG@ADOBE.COM	TRADE DEBTS		\$7,047,000		\$7,047,000
5	WH BUYER, LLC DBA WHP GLOBAL 333 S GRAND AVENUE 28TH FLOOR LOS ANGELES, CA 90071	CONTACT: STEPHEN CONWELL PHONE: 646-518-8499 EMAIL: SCONWELL@WHP-GLOBAL.COM	ROYALTIES		\$5,781,000		\$5,781,000
6	ENGIE INSIGHT 1313 NORTH ATLANTIC, SUITE 5000 SPOKANE, WA 99201-2330	CONTACT: RICHARD COOMBE PHONE: 480-625-5055 EMAIL: RICHARD.COOMBE@ENGIE.COM	TRADE DEBTS		\$4,966,000		\$4,966,000

¹ The Debtors reserve the right to assert setoff and other rights with respect to any of the claims listed herein.

	Name of creditor and complete mailing address, including zip code	Name, telephone number and email address of creditor contact	Nature of claim (for example, trade debts, bank loans, professional services, and government contracts)	Indicate if claim is contingent, unliquidated, or disputed	Amount of claim If the claim is fully unsecured, fill in only unsecured claim amount. If claim is partially secured, fill in total claim amount and deduction for value of collateral or setoff to calculate unsecured claim.		
					Total claim, if partially secured	Deduction for value of collateral or setoff [1]	Unsecured Claim
7	MCKINSEY & COMPANY, INC. 3 WORLD TRADE CENTER 175 GREENWICH STREET NEW YORK, NY 10007	CONTACT: GENERAL COUNSEL OFFICE PHONE: 212-415-5372 EMAIL: KILLIAN_NOLAN@MCKINSEY.COM	PROFESSIONAL SERVICES		\$3,500,000		\$3,500,000
8	DAVID'S BRIDAL, INC. 1001 WASHINGTON ST. ASF MONTHLY INSTALLMENT CONSHOHOCKEN, PA 19428	CONTACT: JIM MARCUM PHONE: 603-455-5650 EMAIL: JMARCUM@DBI.COM	ROYALTIES		\$3,490,000		\$3,490,000
9	FLOW FORMAL ALLIANCE, LLC P.O. BOX 842683 BOSTON, MA 02284-2683	CONTACT: JEFF WEINTRAUB PHONE: 561-504-1846 EMAIL: LJTHEALIEN@AOL.COM	TRADE DEBTS		\$3,203,000		\$3,203,000
10	PRODUCTOS TEXTILES 800 METROS CARRETERA A LA JUTOSA, ZONA LIBRE INHDELVA CHOLOMA CORTEZ, HND	CONTACT: JACOBO KATTAN PHONE: 50499785004 EMAIL: JACOBO.KATTAN@PROTEXSA.HN	TRADE DEBTS		\$2,786,000		\$2,786,000
11	PHILLIPS VAN HEUSEN CORP P.O. BOX 532513 ATLANTA, GA 30353-2513	CONTACT: ANN RALKO PHONE: 908-332-4698 EMAIL: ANN.RALKO@PVH.COM	TRADE DEBTS		\$2,668,000		\$2,668,000
12	VETEMENTS PEERLESS CLOTHING 8888 BOUL PIE 1X MONTREAL, QC H1Z 4J5 CAN	CONTACT: JOHN TIGHE PHONE: 469-500-8839 EMAIL: JOHNT@PEERLESS-CLOTHING.COM	TRADE DEBTS		\$2,224,000		\$2,224,000
13	GOOGLE, INC. DEPT 33654 P.O. BOX 39000 SAN FRANCISCO, CA 94139	CONTACT: RICH JONES PHONE: 650-862-1371 EMAIL: RJONES@GOOGLE.COM	TRADE DEBTS		\$1,841,000		\$1,841,000
14	LAGUNA CLOTHING(MAURITIUS)LTD BOUNDARY ROAD QUATRE BORNES, MUS	CONTACT: ERIC DORCHIES PHONE: 23054233500 EMAIL: EDORCHIES@AQUARELLE-CLOTHING.COM	TRADE DEBTS		\$1,630,000		\$1,630,000
15	TOP GENUINE, LLC PO BOX 50001 PASADENA, CA 91105	CONTACT: RAY TOLLES PHONE: 213-479-3000 EMAIL: RAY.TOLLES@GMAIL.COM	TRADE DEBTS		\$1,567,000		\$1,567,000
16	KENNETH COLE PRODUCTION/ROYALTIES/ADVE RT 400 PLAZA DRIVE SECAUCUS, NJ 07094	CONTACT: KENNETH COLE PHONE: 914-806-2323 EMAIL: KENNETH@KENNETHCOLE.COM	ROYALTIES		\$1,464,000		\$1,464,000
17	CASS INFORMATION SYSTEMS INC. P.O. BOX 17617 ST.LOUIS, MO 63178	CONTACT: DEREK PANO PHONE: 978-323-6567 EMAIL: DAPANO@CASSINFO.COM	TRADE DEBTS		\$1,461,000		\$1,461,000
18	AT&T P.O. BOX 5019 CAROL STREAM, IL 60197-5019	CONTACT: CHARLES KEETON PHONE: 281-797-1882 EMAIL: CK6861@ATT.COM	UTILITY		\$1,361,000		\$1,361,000

	Name of creditor and complete mailing address, including zip code	Name, telephone number and email address of creditor contact	Nature of claim (for example, trade debts, bank loans, professional services, and government contracts)	Indicate if claim is contingent, unliquidated, or disputed	Amount of claim If the claim is fully unsecured, fill in only unsecured claim amount. If claim is partially secured, fill in total claim amount and deduction for value of collateral or setoff to calculate unsecured claim.		
					Total claim, if partially secured	Deduction for value of collateral or setoff [1]	Unsecured Claim
19	PT UNGARAN SARI GARMENTS KUNINGAN CITY (AXA TOWER), 41ST FLOOR JL. PROF. DR.SATRIO JAKARTA, 12940 IND	CONTACT: MANISH VIRMANI PHONE: 628111045222 EMAIL: MANISH.VIRMANI@BUSANAGROUP.COM	TRADE DEBTS		\$1,205,000		\$1,205,000
20	JIANGSU SUNSHINE CO. LTD./ FABRIC WIRE XINQIAO TOWN,UIANGYIN CITY JIANGSU PROVINCE 214426, CHN	CONTACT: LIPING PHONE: 760-224-7532 EMAIL: LIPINGHECN@YAHOO.COM	TRADE DEBTS		\$914,000		\$914,000
21	HCL TECHNOLOGIES LTD 806 SIDDHARTH 96 NEHRU PLACE NEW DEHLI, 110-0119 IND	CONTACT: TRACY DECICCO PHONE: 303-570-3801 EMAIL: TRACY.DECICCO@HCL.COM	TRADE DEBTS		\$875,000		\$875,000
22	STAPLES PO BOX 70242 PHILADELPHIA, PA 19176-0242	PHONE: 877-826-7755	TRADE DEBTS		\$823,000		\$823,000
23	CT CORPORATION PO BOX 4349 CAROL STREAM, IL 60197-4349	CONTACT: BONNUS SMITH PHONE: 713-882-8566 EMAIL: BONNIE.SMITH@WOLTERSKLUWER.COM	TRADE DEBTS		\$812,000		\$812,000
24	FABIAN COUTURE GROUP 205C CHUBB AVENUE LYNDHURST, NJ 07071	CONTACT: ALLAN WEISS PHONE: 201-248-3562 EMAIL: AAJWEISS@AOL.COM	TRADE DEBTS		\$805,000		\$805,000
25	FLORSHEIM SHOE CO. 7734 SOLUTION CENTER CHICAGO, IL 60677-7007	CONTACT: JOHN FLORSHEIM PHONE: 414-908-1889 EMAIL: JFLORSHEIM@WEYCOGROUP.COM	TRADE DEBTS		\$784,000		\$784,000
26	CAULFEILD APPAREL GROUP LTD 1400 WHITEHORSE RD TORONTO, ON M3J3A7 CAN	CONTACT: MARIO TOMEI PHONE: 416-720-5984 EMAIL: MARIOT@CAULFEILD	TRADE DEBTS		\$782,000		\$782,000
27	TRANSPACIFIC INC. C/O TRANSPACIFIC P.O. BOX 75359 CHICAGO, IL 60675-5359	CONTACT: NING ZHOA PHONE: 917-886-9518 EMAIL: NING@MORETTISHOE.COM	TRADE DEBTS		\$776,000		\$776,000
28	MM FASHION AND DESIGN INC 9202 CHARLES SMITH AVENUE RANCHO CUCAMONGA, CA 91730	CONTACT: ANGEL MARTINEZ PHONE: 909-720-8661 EMAIL: ANGEL@MMFASHIONINC.COM	TRADE DEBTS		\$742,000		\$742,000
29	BLDG MANAGEMENT CO., INC. / 7101 417 FIFTH AVENUE, 4TH FLOOR NEW YORK, NY 10016	CONTACT: SARA FONTANET PHONE: 212-624-4337 EMAIL: SFONTANET@BLDG.COM	RENT		\$703,000		\$703,000
30	SITUS ASSET MANAGEMENT, LLC / #220 C/O BTR HAMPSTEAD, LLC SIGNATURE BANK NEWARK, NJ 07101-8084	CONTACT: ANGELA BALDWIN PHONE: 410-844-3906 EMAIL: ABALDWIN@BTRCAPITALGROUP.COM	RENT		\$701,000		\$701,000

TAILORED BRANDS GIFT CARD CO LLC

**WRITTEN CONSENT OF MANAGERS
IN LIEU OF ANNUAL MEETING**

Pursuant to the Company Agreement of Tailored Brands Gift Card Co LLC dated June 2, 2016 (the “Agreement”), Tailored Shared Services, LLC, a Delaware limited liability company, and pursuant to and in accordance with the Texas Business Organizations Code, the undersigned, being all of the managers of Tailored Brands Gift Card Co LLC, a Texas limited liability company (the “Company”), and in lieu of an annual meeting of the Board of Managers, the call and notice of which are hereby waived, do hereby consent to the adoption of and adopt the resolutions set forth on Annex A attached hereto.

This consent may be executed in counterparts, each of which shall be deemed an original, and all of which taken together shall constitute one instrument. A copy of this consent signed and delivered by telecopy, facsimile or other electronic transmission shall be considered an original, executed consent.

IN WITNESS WHEREOF, the undersigned has executed this consent effective as of _____ August 2, 2020.

MANAGERS:



Jamie Bragg



A. Alexander Rhodes



Laura Ann Smith

Annex A**1. Election of Officers**

NOW, THEREFORE, BE IT RESOLVED, that each of the following persons is hereby appointed, designated and elected to the offices of the Company set forth adjacent to his or her name, to serve in accordance with the provisions of the Agreement and as otherwise provided in accordance with the Texas Business Organizations Code, and until his or her successor shall have been appointed, designated and elected and shall have qualified:

<u>NAME</u>	<u>OFFICE</u>
Dinesh Lathi	President and Chief Executive Officer
Jamie Bragg	Executive Vice President, Chief Supply Chain Officer
A. Alexander Rhodes	Executive Vice President and General Counsel
Aidan Arney	Vice President, Corporate Tax
Francisco Fuentes	Vice President, Risk Management
Laura Ann Smith	Vice President, Assistant General Counsel - Corporate and Securities Law and Secretary
John Vazquez	Vice President, Chief Accounting Officer and Treasurer

2. Restructuring Support Agreement

WHEREAS, the board of managers (the “Governing Body”) of Tailored Brands Gift Card Co LLC (the “Company”) has reviewed and considered (i) the recommendation by the Board of Directors of Tailored Brands, Inc. (the “Board”) and the authorized officers and representatives of Tailored Brands, Inc. (“Management”) that the Company enter into that certain restructuring support agreement (in such form as authorized and executed by any Authorized Officer (as defined below), with such authorization as evidenced by the execution and delivery by any such Authorized Signatory, the “Restructuring Support Agreement”), (ii) the presentations by the Advisors regarding the liabilities and liquidity of the Company, the strategic alternatives available to the Company, and the impact of the foregoing on the Company’s business, (iii) the information and advice previously provided to and reviewed by the Governing Body, the Board, and Management, and (iv) the related matters reported on at meetings of the Governing Body and the Board;

WHEREAS, the Governing Body has had the opportunity to consult with Management and the Board and the financial, restructuring, and legal advisors described in Section 4 herein (collectively, the “Advisors”) and fully consider each of the strategic alternatives available to the Company;

WHEREAS, Management is continuing to negotiate the Restructuring Support Agreement with the Company’s stakeholders, with the terms of such Restructuring Support Agreement to be substantially consistent with the terms set forth in the presentations by Management; and

WHEREAS, the Restructuring Support Agreement provides that it can be terminated if the Governing Body determines, after consulting with counsel, that proceeding with any of the restructuring transactions contemplated by the Restructuring Support Agreement would be inconsistent with applicable law or the Governing Body's fiduciary duties.

NOW, THEREFORE, BE IT RESOLVED, that it is desirable and in the best interests the Company, its stakeholders, its creditors, and other parties in interest, to enter into the Restructuring Support Agreement, and that the Company's performance of its obligations under the Restructuring Support Agreement, and all other exhibits, schedules, attachments, and ancillary documents or agreements related thereto, hereby is, in all respects, authorized and approved;

FURTHER RESOLVED, that Management is hereby authorized and directed to take all actions necessary or advisable to negotiate and finalize the Restructuring Support Agreement and, subject to receiving sufficient consents from the Consenting Term Loan Lenders (as defined in the Restructuring Support Agreement), enter into and perform under the Restructuring Support Agreement, and the restructuring contemplated thereunder; and

FURTHER RESOLVED, that the officers of the Company, including but not limited to the President and Chief Executive Officer, any Vice President, the Treasurer, the Secretary or any Assistant Secretary of the Company and any other person designated by the Governing Body (collectively, the "Authorized Officers") shall be, and each of them individually hereby is, authorized for and on behalf of the Company to take all actions (including, without limitation, to negotiate and execute any agreements, documents, certificates, supplemental agreements and instruments) necessary or advisable to finalize the Restructuring Support Agreement and, subject to receiving sufficient consents from the Consenting Term Loan Lenders (as defined in the Restructuring Support Agreement), to enter into the Restructuring Support Agreement, and to perform all the transactions contemplated thereby, that in the judgment of the applicable Authorized Officers, are necessary or appropriate to effectuate and carry out the purposes and intent of the foregoing resolutions (such determination to be conclusively evidenced by the taking of such action or execution thereof).

3. Chapter 11 Filing

WHEREAS, the Governing Body has considered certain materials presented by Management and the Advisors, including, but not limited to, materials regarding the liabilities and obligations of the Company, its liquidity, strategic alternatives available to it, and the effect of the foregoing on the Company's business, and has had adequate opportunity to consult such persons regarding the materials presented, obtain additional information, and to fully consider each of the strategic alternatives available to the Company; and

WHEREAS, the Governing Body has had the opportunity to consult with Management, the Board, and the Advisors and consider each of the strategic alternatives available to the Company.

NOW, THEREFORE, BE IT RESOLVED, that in the judgment of the Governing Body, it is desirable and in the best interests of the Company, its creditors, and other parties in interest, that the Company shall be, and hereby is, authorized to file, or cause to be filed, a voluntary petition for relief (such voluntary petition, and the voluntary petitions to be filed by the Company's affiliates, collectively, the "Chapter 11 Cases") under the provisions of chapter 11 of title 11 of the

United States Code (the “Bankruptcy Code”) in the United States Bankruptcy Court for the Southern District of Texas (the “Bankruptcy Court”) and any other petition for relief or recognition or other order that may be desirable under applicable law; and

FURTHER RESOLVED, that the Authorized Officers, acting alone or with one or more other Authorized Officers of the Company be, and each of them hereby is authorized, empowered, and directed to execute and file on behalf of the Company all petitions, schedules, lists, and other motions, objections, replies, applications, papers, or documents as necessary or advisable to commence the Chapter 11 Cases and obtain chapter 11 relief, and to take any and all actions that they deem necessary or proper to obtain such relief, including, without limitation, any action necessary to maintain the ordinary course operation of the Company’s business.

4. Senior Secured Super-Priority Debtor-In-Possession Credit Agreement

WHEREAS, TAILORED BRANDS, INC., a Texas corporation, THE MEN’S WEARHOUSE, INC., a Texas corporation, as debtor and debtor-in-possession, each of the other U.S. Subsidiary Borrowers from time to time party thereto (each of the foregoing, individually, as a “U.S. Borrower” and, collectively, as the “U.S. Borrowers”), MOORES THE SUIT PEOPLE CORP., a Nova Scotia unlimited liability company (the “Canadian Borrower” and, together with the U.S. Borrowers, the “Borrowers”), the Canadian Guarantors from time to time party thereto, the Lenders from time to time party thereto, JPMORGAN CHASE BANK, N.A., as Administrative Agent (“U.S. Agent”), and JPMORGAN CHASE BANK, N.A. TORONTO BRANCH, as Canadian Administrative Agent (“Canadian Agent”; together with the U.S. Agent, the “Agents”), propose to enter into that certain SENIOR SECURED SUPER-PRIORITY DEBTOR-IN-POSSESSION CREDIT AGREEMENT dated as of the date hereof (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “DIP Credit Agreement”);

WHEREAS, the obligation of the Lenders to make Loans to the Borrowers under the DIP Credit Agreement is subject to the Company having satisfied certain conditions described in the DIP Credit Agreement and the other Loan Documents (as defined below) to which it is a party;

WHEREAS, the DIP Credit Agreement requires the Company to guaranty and to grant a security interest to secure the obligations under the Loan Documents; and

WHEREAS, the Company will obtain benefits from the Loans made to the Borrowers under the DIP Credit Agreement.

NOW, THEREFORE, BE IT RESOLVED, that the form, terms and provisions of each of the instruments and documents listed below (collectively, the “Loan Documents”), substantially in the form received by the undersigned and the Company’s execution, delivery and performance of its obligations under the Loan Documents, including without limitation the grant of security interests under the Loan Documents, and, any borrowings or guaranty therewith, be, and hereby are, in all respects, approved:

- a) any promissory note executed by the Companies in connection with the DIP Credit Agreement;
- b) any fee letter in connection with the DIP Credit Agreement;

- c) any Collateral Document in connection with the DIP Credit Agreement;
- d) any intellectual property security agreement in connection with the DIP Credit Agreement;
- e) the Interim Order;
- f) the Final Order;
- g) the Intercreditor Agreement;
- h) the Intercompany Subordination Agreement;
- i) the Intercreditor Acknowledgement;
- j) any commitment letter in connection with the DIP Credit Agreement;
- k) any guarantee in connection with the DIP Credit Agreement;
- l) any assignment documents, security agreements, notices, financing statements, tax affidavits, and other instruments as the Agents and/or the Lenders may reasonably request or as may be necessary or appropriate to create, preserve and perfect the Liens of Agents and/or the Lenders required pursuant to the Loan Documents to be created in the Collateral;
- m) agreements with third parties (including, without limitation, bank agency agreements, lockbox agreements, cash management agreements, hedge agreements, control agreements, landlord agreements, Collateral Access Agreements, bailee letters, and warehouse letters) relating to the Collateral; and
- n) such other Loan Documents (as defined in the DIP Credit Agreement), agreements, documents, Orders, pledges, powers of attorney, instruments, letters of credit, acknowledgements, statements, paper, certificates and other documents and instruments, including any interest rate swaps, caps, collars or similar hedging agreement and any financing statements (or amendments thereto) that may be contemplated by, or as may be required by or executed in connection with any of the Loan Documents.

FURTHER RESOLVED, that the Authorized Officers, acting alone or with one or more other Authorized Officers be, and hereby is, authorized and empowered to execute and deliver, and perform all of the obligations and the transactions contemplated under each of the Loan Documents in the name and on behalf of the Company, with such changes therein as shall be approved by the Authorized Officer executing the same, with such execution by said Authorized Officer to constitute conclusive evidence of his or her approval of the terms thereof, including any departures therein from the form presented to the Governing Body;

FURTHER RESOLVED, that any person dealing with an Authorized Officer may conclusively rely upon the authority of such Authorized Officer by the execution of a document or agreement;

FURTHER RESOLVED, that the Company will obtain benefits from the loans made to the Company under the DIP Credit Agreement and the other Loan Documents which are necessary and convenient to the conduct, promotion and attainment of the business of the Company;

FURTHER RESOLVED, that the incurrence by the Company of the borrowings and obligations under the Loan Documents is hereby authorized and approved in all respects and the transactions contemplated by the Loan Documents are approved in all respects;

FURTHER RESOLVED, that each of the Authorized Officers be, and hereby is, authorized and empowered to take all actions or to not take any action in the name of the Company with respect to the transactions contemplated by these resolutions as the sole shareholder or sole member, of each direct or indirect subsidiary of the Company, if any, whether existing now or in the future, in each case, as such Authorized Officer shall deem necessary or desirable in such Authorized Officer's reasonable business judgment, including without limitation the authorization of resolutions and agreements necessary to authorize the execution, delivery and performance pursuant to the DIP Credit Agreement or any of the Loan Documents (including certificates, affidavits, financing statements, notices, reaffirmations and amendments and restatements thereof or relating thereto) as may be necessary or convenient to effectuate the purposes of the transactions contemplated herein;

FURTHER RESOLVED, that the Company be and it hereby is, authorized and directed to grant the Liens and security interests with respect to all or substantially all of its assets contemplated and as and when required by the Collateral Documents and the other Loan Documents in favor of the Agents and/or the Lenders to secure the Obligations (and any renewals, increases, extension for any period of rearrangement thereof) and to provide the guarantees contemplated in the Loan Documents;

FURTHER RESOLVED, that the Agents are authorized to file or record financing statements and other filing or recording documents or instruments with respect to the Collateral without the signature of the Company in such form and substance and in such offices as the Agents determine appropriate to continue to perfect the security interests of the Agents for the benefit of the Lenders under the DIP Credit Agreement and the other Loan Documents, as appropriate, and the Agents are authorized to use the collateral description "all or substantially all personal property assets of the Debtor, whether now existing or hereafter arising" or any similar description in any such financing statements;

FURTHER RESOLVED, that the Company be, and hereby is, authorized to guaranty the payment in full and performance of all Obligations, to the extent applicable, of its direct or indirect subsidiaries;

FURTHER RESOLVED, that any specific resolutions that may be required to have been adopted by the Company in connection with the actions contemplated by the foregoing resolutions be, and they hereby are, adopted, and the Authorized Officers of the Company be, and each of them acting alone hereby is authorized to certify as to the adoption of any and all such resolutions and attach such resolutions hereto;

FURTHER RESOLVED, that the omission from these resolutions of any agreement, document or other arrangement contemplated by any of the agreements, documents or instruments described in the foregoing resolutions or any action to be taken in accordance with any requirement of any of the agreements, documents, or instruments described in the foregoing resolutions shall

in no manner derogate from the authority of the Authorized Officers, or any officer of the Company acting at their direction, to take all actions necessary, desirable, advisable or appropriate to consummate, effectuate carry out or further the transactions contemplated by, and the intent and purposes of, the foregoing resolutions;

FURTHER RESOLVED, that each of the Authorized Officers be, and hereby is, authorized and empowered to take all such further actions including, without limitation, to pay all fees, (including without limitation, the fees under the Fee Letters and expenses in accordance with the terms of the Loan Documents), to arrange for and enter into supplemental agreements, instruments, amendments, amendment and restatements, modifications, renewals, replacements, consolidations, substitutions, extensions, certificates or documents relating to the transactions contemplated by any of the Loan Documents and to execute and deliver all such supplemental agreements, instruments, amendments, amendment and restatements, modifications, renewals, replacements, consolidations, substitutions, extensions, certificates or documents in the name and on behalf of the Company, which shall in their sole judgment be necessary, proper or advisable in order to perform the Company's obligations under or in connection with any of the Loan Documents and the transactions contemplated therein, and to carry out fully the intent of the foregoing resolution. The performance of any such further act and the execution of any such document or instrument by any of the aforesaid Authorized Officers of the Company pursuant to these resolutions shall be conclusive evidence that the same have been authorized and approved by the Company in every respect;

FURTHER RESOLVED, that all acts and actions taken by any Authorized Officer prior to the date hereof with respect to the transactions contemplated by the Loan Documents (as defined in the DIP Credit Agreement), and any and all agreements, instruments, certificates or documents heretofore executed be, and hereby are, in all respects confirmed, approved and ratified; and

FURTHER RESOLVED, that all initially capitalized terms used in the resolutions under the caption "SENIOR SECURED SUPER-PRIORITY DEBTOR-IN-POSSESSION CREDIT AGREEMENT" and otherwise without definition shall have the meanings ascribed to them in the DIP Credit Agreement.

5. Retention of Professionals

NOW, THEREFORE, BE IT RESOLVED that each of the Authorized Officers be, and they hereby are, authorized and directed to employ the following professionals on behalf of the Company: (i) the law firm of Kirkland & Ellis LLP and Kirkland & Ellis International LLP, as general bankruptcy counsel, (ii) the law firm of Jackson Walker L.L.P., as co-bankruptcy counsel, (iii) the law firm of Stikeman Elliot LLP, as co-bankruptcy counsel, (iv) the law firm of Mourant Ozannes, as co-bankruptcy counsel, (v) PJT Partners LP, as financial advisor, (vi) AlixPartners, LLP, as restructuring advisor, (vii) Prime Clerk LLC, as notice and claims agent, (viii) A&G Realty Partners, LLC, as a real estate consultant and advisor, and (ix) any other legal counsels, accountants, financial advisors, restructuring advisors or other professionals the Authorized Officers deem necessary, appropriate or advisable; each to represent and assist the Company in carrying out its duties and responsibilities and exercising its rights under the Bankruptcy Code and applicable law (including, but not limited to, the law firms filing any pleadings and responses); and in connection therewith, each of the Authorized Officers be, and hereby is authorized, empowered and directed, in accordance with the terms and conditions hereof, to execute

appropriate retention agreements and to cause to be filed appropriate applications for authority to reach such services; and

FURTHER RESOLVED, that all acts and deeds previously performed by any of the officers of the Authorized Officers, as may be applicable, prior to the adoption of the foregoing recitals and resolutions that are within the authority conferred by the foregoing recitals and resolutions, are hereby ratified, confirmed and approved in all respects as the authorized acts and deeds of the Authorized Officers, as the case may be.

6. General

NOW, THEREFORE, BE IT RESOLVED, that in addition to the specific authorizations heretofore conferred upon the Authorized Officers, each of the Authorized Officers (and their designees and delegates) be, and they hereby are, authorized and empowered, in the name of and on behalf of the Company, to take or cause to be taken any and all such other and further action to: execute, acknowledge, deliver, and file any and all such agreements, certificates, instruments, and other documents; and pay all expenses, including but not limited to filing fees, in each case as in such officer's or officers' judgment, shall be necessary, advisable, or desirable to fully carry out the intent and accomplish the purposes of the resolutions adopted herein;

FURTHER RESOLVED, that the Governing Body has received sufficient notice of the actions and transactions relating to the matters contemplated by the foregoing resolutions, as may be required by the organizational documents of the Company, or hereby waive any right to have received such notice;

FURTHER RESOLVED, that all acts, actions and transactions relating to the matters contemplated by the foregoing resolutions done in the name of and on behalf of the Company, which acts would have been approved by the foregoing resolutions except that such acts were taken before the adoption of these resolutions, are hereby in all respects approved and ratified as the true acts and deeds of the Company with the same force and effect as if each such act, transaction, agreement or certificate has been specifically authorized in advance by resolution of the Governing Body; and

FURTHER RESOLVED, that each of the Authorized Officers (and their designees and delegates) be and hereby is authorized and empowered to take all actions or to not take any action in the name of the Company with respect to the transactions contemplated by these resolutions hereunder, as such Authorized Officers shall deem necessary or desirable in such Authorized Officer's reasonable judgment as may be necessary or convenient to effectuate the purposes of the transactions contemplated herein.

Fill in this information to identify the case and this filing:	
Debtor Name	Tailored Brands Gift Card Co LLC
United States Bankruptcy Court for the:	Southern District of Texas
Case number (If known):	(State)

Official Form 202**Declaration Under Penalty of Perjury for Non-Individual Debtors**

12/15

An individual who is authorized to act on behalf of a non-individual debtor, such as a corporation or partnership, must sign and submit this form for the schedules of assets and liabilities, any other document that requires a declaration that is not included in the document, and any amendments of those documents. This form must state the individual's position or relationship to the debtor, the identity of the document, and the date. Bankruptcy Rules 1008 and 9011.

WARNING -- Bankruptcy fraud is a serious crime. Making a false statement, concealing property, or obtaining money or property by fraud in connection with a bankruptcy case can result in fines up to \$500,000 or imprisonment for up to 20 years, or both. 18 U.S.C. §§ 152, 1341, 1519, and 3571.

Declaration and signature

I am the president, another officer, or an authorized agent of the corporation; a member or an authorized agent of the partnership; or another individual serving as a representative of the debtor in this case.

I have examined the information in the documents checked below and I have a reasonable belief that the information is true and correct:

- ☐ *Schedule A/B: Assets-Real and Personal Property (Official Form 206A/B)*
- ☐ *Schedule D: Creditors Who Have Claims Secured by Property (Official Form 206D)*
- ☐ *Schedule E/F: Creditors Who Have Unsecured Claims (Official Form 206E/F)*
- ☐ *Schedule G: Executory Contracts and Unexpired Leases (Official Form 206G)*
- ☐ *Schedule H: Codebtors (Official Form 206H)*
- ☐ *Summary of Assets and Liabilities for Non-Individuals (Official Form 206Sum)*
- ☐ *Amended Schedule*
- ☒ *Chapter 11 or Chapter 9 Cases: List of Creditors Who Have the 30 Largest Unsecured Claims and Are Not Insiders (Official Form 204)*
- ☒ Other document that requires a declaration **List of Equity Security Holders and Corporate Ownership Statement**

I declare under penalty of perjury that the foregoing is true and correct.

Executed on

08/02/2020

MM/ DD/YYYY

**/s/ Holly Etlin**

Signature of individual signing on behalf of debtor

Holly Etlin

Printed name

Chief Restructuring Officer

Position or relationship to debtor

TAB K

Voluntary Petition of Tailored Brands Purchasing LLC

ohFill in this information to identify the case:

United States Bankruptcy Court for the:

Southern District of Texas

(State)

Case number (if known):

Chapter

11☐ Check if this is an amended filing**Official Form 201****Voluntary Petition for Non-Individuals Filing for Bankruptcy**

04/20

If more space is needed, attach a separate sheet to this form. On the top of any additional pages, write the debtor's name and the case number (if known). For more information, a separate document, *Instructions for Bankruptcy Forms for Non-Individuals*, is available.

1. Debtor's Name Tailored Brands Purchasing LLC

2. All other names debtor used in the last 8 years

Include any assumed names, trade names, and *doing business as* names

3. Debtor's federal Employer Identification Number (EIN)

35-2564219**4. Debtor's address****Principal place of business****Mailing address, if different from principal place of business**6100 Stevenson Boulevard

Number

Street

Number

Street

P.O. Box

Fremont, California 94538

City

State

Zip Code

City

State

Zip Code

Location of principal assets, if different from principal place of businessAlameda County

County

Number

Street

City

State

Zip Code

5. Debtor's website (URL)https://www.tailoredbrands.com/**6. Type of debtor**☒ Corporation (including Limited Liability Company (LLC) and Limited Liability Partnership (LLP))☐ Partnership (excluding LLP)☐ Other. Specify:

Debtor Tailored Brands Purchasing LLC
Name

Case number (if known) _____

7. Describe debtor's business*A. Check One:*

- ☐ Health Care Business (as defined in 11 U.S.C. § 101(27A))
- ☐ Single Asset Real Estate (as defined in 11 U.S.C. § 101(51B))
- ☐ Railroad (as defined in 11 U.S.C. § 101(44))
- ☐ Stockbroker (as defined in 11 U.S.C. § 101(53A))
- ☐ Commodity Broker (as defined in 11 U.S.C. § 101(6))
- ☐ Clearing Bank (as defined in 11 U.S.C. § 781(3))
- ☒ None of the above

B. Check all that apply:

- ☐ Tax-exempt entity (as described in 26 U.S.C. § 501)
- ☐ Investment company, including hedge fund or pooled investment vehicle (as defined in 15 U.S.C. § 80a-3)
- ☐ Investment advisor (as defined in 15 U.S.C. § 80b-2(a)(11))

C. NAICS (North American Industry Classification System) 4-digit code that best describes debtor. See <http://www.uscourts.gov/four-digit-national-association-naics-codes>.
4481 (Clothing Stores)

8. Under which chapter of the Bankruptcy Code is the debtor filing?*Check One:*

- ☐ Chapter 7
- ☐ Chapter 9
- ☒ Chapter 11. *Check all that apply:*

A debtor who is a "small business debtor" must check the first sub-box. A debtor as defined in § 1182(1) who elects to proceed under subchapter V of chapter 11 (whether or not the debtor is a "small business debtor") must check the second sub-box.

- ☐ The debtor is a small business debtor as defined in 11 U.S.C. § 101(51D), and its aggregate noncontingent liquidated debts (excluding debts owed to insiders or affiliates) are less than \$2,725,625. If this sub-box is selected, attach the most recent balance sheet, statement of operations, cash-flow statement, and federal income tax return or if any of these documents do not exist, follow the procedure in 11 U.S.C. § 1116(1)(B).
- ☐ The debtor is a debtor as defined in 11 U.S.C. § 1182(1). Its aggregate noncontingent liquidated debts (excluding debts owed to insiders or affiliates) are less than \$7,500,000 **and it chooses to proceed under Subchapter V of Chapter 11.** If this sub-box is selected, attach the most recent balance sheet, statement of operations, cash-flow statement, and federal income tax return or if any of these documents do not exist, follow the procedure in 11 U.S.C. § 1116(1)(B).
- ☐ A plan is being filed with this petition.
- ☐ Acceptances of the plan were solicited prepetition from one or more classes of creditors, in accordance with 11 U.S.C. § 1126(b).
- ☒ The debtor is required to file periodic reports (for example, 10K and 10Q) with the Securities and Exchange Commission according to § 13 or 15(d) of the Securities Exchange Act of 1934. File the *Attachment to Voluntary Petition for Non-Individuals Filing for Bankruptcy under Chapter 11* (Official Form 201A) with this form.
- ☐ The debtor is a shell company as defined in the Securities Exchange Act of 1934 Rule 12b-2.

☐ Chapter 12**9. Were prior bankruptcy cases filed by or against the debtor within the last 8 years?**

- ☒ No District _____ When _____ Case number _____
- ☐ Yes. District _____ When _____ Case number _____

Debtor Tailored Brands Purchasing LLC
Name

Case number (if known) _____

10. Are any bankruptcy cases pending or being filed by a business partner or an affiliate of the debtor?☐ No☒ Yes.

Debtor

See Rider 1

Relationship

Affiliate

List all cases. If more than 1, attach a separate list.

District

Southern District of Texas

When

08/02/2020

MM / DD / YYYY

Case number, if known

11. Why is the case filed in this district?*Check all that apply:*☒ Debtor has had its domicile, principal place of business, or principal assets in this district for 180 days immediately preceding the date of this petition or for a longer part of such 180 days than in any other district.☒ A bankruptcy case concerning debtor's affiliate, general partner, or partnership is pending in this district.**12. Does the debtor own or have possession of any real property or personal property that needs immediate attention?**☒ No.☐ Yes. Answer below for each property that needs immediate attention. Attach additional sheets if needed.**Why does the property need immediate attention? (Check all that apply.)**☐ It poses or is alleged to pose a threat of imminent and identifiable hazard to public health or safety.

What is the hazard?

☐ It needs to be physically secured or protected from the weather.☐ It includes perishable goods or assets that could quickly deteriorate or lose value without attention (for example, livestock, seasonal goods, meat, dairy, produce, or securities-related assets or other options).☐ Other**Where is the property?**

Number

Street

City

State

Zip Code

Is the property insured?☐ No☐ Yes. Insurance agency

Contact name

Phone

Statistical and administrative information**13. Debtor's estimation of available funds***Check one:*☒ Funds will be available for distribution to unsecured creditors.☐ After any administrative expenses are paid, no funds will be available for distribution to unsecured creditors.**14. Estimated number of creditors¹**☐ 1-49☐ 1,000-5,000☒ 25,001-50,000☐ 50-99☐ 5,001-10,000☐ 50,001-100,000☐ 100-199☐ 10,001-25,000☐ More than 100,000☐ 200-999¹ The Debtors' estimated assets, liabilities, and number of creditors noted here are provided on a consolidated basis.

Debtor Tailored Brands Purchasing LLC
Name

Case number (if known) _____

15. Estimated assets	☐	\$0-\$50,000	☐	\$1,000,001-\$10 million	☐	\$500,000,001-\$1 billion
	☐	\$50,001-\$100,000	☐	\$10,000,001-\$50 million	☒	\$1,000,000,001-\$10 billion
	☐	\$100,001-\$500,000	☐	\$50,000,001-\$100 million	☐	\$10,000,000,001-\$50 billion
	☐	\$500,001-\$1 million	☐	\$100,000,001-\$500 million	☐	More than \$50 billion

16. Estimated liabilities	☐	\$0-\$50,000	☐	\$1,000,001-\$10 million	☐	\$500,000,001-\$1 billion
	☐	\$50,001-\$100,000	☐	\$10,000,001-\$50 million	☒	\$1,000,000,001-\$10 billion
	☐	\$100,001-\$500,000	☐	\$50,000,001-\$100 million	☐	\$10,000,000,001-\$50 billion
	☐	\$500,001-\$1 million	☐	\$100,000,001-\$500 million	☐	More than \$50 billion

Request for Relief, Declaration, and Signatures**WARNING --** Bankruptcy fraud is a serious crime. Making a false statement in connection with a bankruptcy case can result in fines up to \$500,000 or imprisonment for up to 20 years, or both. 18 U.S.C. §§ 152, 1341, 1519, and 3571.**17. Declaration and signature of authorized representative of debtor**

The debtor requests relief in accordance with the chapter of title 11, United States Code, specified in this petition.

I have been authorized to file this petition on behalf of the debtor.

I have examined the information in this petition 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 08/02/2020
MM/ DD / YYYY**X**/s/ Holly EtlinHolly Etlin

Signature of authorized representative of debtor

Printed name

Title Chief Restructuring Officer**18. Signature of attorney****X**/s/ Matthew D. Cavanaugh

Date

08/02/2020

Signature of attorney for debtor

MM/ DD/YYYY

Matthew D. Cavanaugh

Printed name

Jackson Walker L.L.P.

Firm name

1401 McKinney Street, Suite 1900

Number

Street

Houston

City

Texas

State

77010

ZIP Code

(713) 752-4200

Contact phone

mcavanaugh@jw.com

Email address

24062656

Bar number

Texas

State

Fill in this information to identify the case:

United States Bankruptcy Court for the:

Southern District of Texas

(State)

Case number (if known): _____

Chapter **11**☐ Check if this is an amended filing**Rider 1****Pending Bankruptcy Cases Filed by the Debtor and Affiliates of the Debtor**

On the date hereof, each of the entities listed below (collectively, the "Debtors") filed a petition in the United States Bankruptcy Court for the Southern District of Texas for relief under chapter 11 of title 11 of the United States Code. The Debtors have moved for joint administration of these cases under the case number assigned to the chapter 11 case of Tailored Brands, Inc.

Tailored Brands, Inc.
JA Apparel Corp.
Jos. A. Bank Clothiers, Inc.
Joseph Abboud Manufacturing Corp.
K&G Men's Company Inc.
Moore's Retail Group Corp.
Moore's The Suit People Corp.
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 Holding Limited
The Joseph A. Bank Mfg. Co., Inc.
The Men's Wearhouse, Inc.
TMW Merchants LLC

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

In re:

TAILORED BRANDS PURCHASING LLC,

Debtor.

)
) Chapter 11
)
) Case No. 20-[●] ([●])
)
)
)

LIST OF EQUITY SECURITY HOLDERS¹

Debtor	Equity Holders	Address of Equity Holder	Percentage of Equity Held
Tailored Brands Purchasing LLC	Tailored Shared Services, LLC	6100 Stevenson Boulevard Fremont, California 94538	100%

¹ This list reflects holders of five percent or more of Tailored Brands, Inc.'s common stock. This list serves as the disclosure required to be made by the debtor pursuant to rule 1007 of the Federal Rules of Bankruptcy Procedure. All equity positions listed are as of the date of commencement of the chapter 11 case. By the *Debtors' Emergency Motion for Entry of an Order (I) Authorizing the Debtors to File a Consolidated List of Creditors and a Consolidated List of the 30 Largest Unsecured Creditors, (II) Waiving the Requirement to File a List of Equity Security Holders, (III) Authorizing the Debtors to Redact Certain Personal Identification Information, (IV) Approving the Form and Manner of Notifying Creditors of the Commencement of the Chapter 11 Cases and Other Information, and (V) Granting Related Relief* filed contemporaneously herewith, the debtor is requesting a waiver of the requirement under rule 1007 to file a list of all of its equity security holders.

Fill in this information to identify the case:Debtor name Tailored Brands, Inc., et al.United States Bankruptcy Court for the: Southern District of Texas

Case number (If known): _____ (State)

☐ Check if this is an amended filing**Official Form 204****Chapter 11 or Chapter 9 Cases: List of Creditors Who Have the 30 Largest Unsecured Claims and Are Not Insiders**

12/15

A list of creditors holding the 30 largest unsecured claims must be filed in a Chapter 11 or Chapter 9 case. Include claims which the debtor disputes. Do not include claims by any person or entity who is an *insider*, as defined in 11 U.S.C. § 101(31). Also, do not include claims by secured creditors, unless the unsecured claim resulting from inadequate collateral value places the creditor among the holders of the 30 largest unsecured claims.

	Name of creditor and complete mailing address, including zip code	Name, telephone number and email address of creditor contact	Nature of claim (for example, trade debts, bank loans, professional services, and government contracts)	Indicate if claim is contingent, unliquidated, or disputed	Amount of claim		
					If the claim is fully unsecured, fill in only unsecured claim amount. If claim is partially secured, fill in total claim amount and deduction for value of collateral or setoff to calculate unsecured claim.		
					Total claim, if partially secured	Deduction for value of collateral or setoff [1]	Unsecured Claim
1	BANK OF NEW YORK MELLON TRUST COMPANY, N.A. 601 TRAVIS ST, 16TH FLOOR HOUSTON, TX 77002	CONTACT: LISA MCCANTS PHONE: 713-483-6752 EMAIL: LISA.MCCANTS@BNYMELLON.COM	SENIOR NOTES DUE 2022		\$179,916,000		\$179,916,000
2	ICON INTERNATIONAL INC LOCKBOX SERVICES 1487 DEPT 1487 350 N ORLEANS STREET STE 800 CHICAGO, IL 60654-1529	CONTACT: KATHLEEN CHOMIENNE PHONE: 203-388-1442 EMAIL: KCHOMIENNE@ICONINTERNATIONAL.COM	TRADE DEBTS		\$8,214,000		\$8,214,000
3	PEERLESS CLOTHING INC. 200 INDUSTRIAL PARK RD. SAINT ALBANS, VT 05478-1873	CONTACT: JOHN TIGHE PHONE: 469-500-8839 EMAIL: JOHNT@PEERLESS-CLOTHING.COM	TRADE DEBTS		\$8,115,000		\$8,115,000
4	ADOBE SYSTEMS INC 29322 NETWORK PLACE CHICAGO, IL 60673-1293	CONTACT: JEFFEREY YOUNG PHONE: 385-345-2280 EMAIL: JYOUNG@ADOBE.COM	TRADE DEBTS		\$7,047,000		\$7,047,000
5	WH BUYER, LLC DBA WHP GLOBAL 333 S GRAND AVENUE 28TH FLOOR LOS ANGELES, CA 90071	CONTACT: STEPHEN CONWELL PHONE: 646-518-8499 EMAIL: SCONWELL@WHP-GLOBAL.COM	ROYALTIES		\$5,781,000		\$5,781,000
6	ENGIE INSIGHT 1313 NORTH ATLANTIC, SUITE 5000 SPOKANE, WA 99201-2330	CONTACT: RICHARD COOMBE PHONE: 480-625-5055 EMAIL: RICHARD.COOMBE@ENGIE.COM	TRADE DEBTS		\$4,966,000		\$4,966,000

¹ The Debtors reserve the right to assert setoff and other rights with respect to any of the claims listed herein.

	Name of creditor and complete mailing address, including zip code	Name, telephone number and email address of creditor contact	Nature of claim (for example, trade debts, bank loans, professional services, and government contracts)	Indicate if claim is contingent, unliquidated, or disputed	Amount of claim If the claim is fully unsecured, fill in only unsecured claim amount. If claim is partially secured, fill in total claim amount and deduction for value of collateral or setoff to calculate unsecured claim.		
					Total claim, if partially secured	Deduction for value of collateral or setoff [1]	Unsecured Claim
7	MCKINSEY & COMPANY, INC. 3 WORLD TRADE CENTER 175 GREENWICH STREET NEW YORK, NY 10007	CONTACT: GENERAL COUNSEL OFFICE PHONE: 212-415-5372 EMAIL: KILLIAN_NOLAN@MCKINSEY.COM	PROFESSIONAL SERVICES		\$3,500,000		\$3,500,000
8	DAVID'S BRIDAL, INC. 1001 WASHINGTON ST. ASF MONTHLY INSTALLMENT CONSHOHOCKEN, PA 19428	CONTACT: JIM MARCUM PHONE: 603-455-5650 EMAIL: JMARCUM@DBI.COM	ROYALTIES		\$3,490,000		\$3,490,000
9	FLOW FORMAL ALLIANCE, LLC P.O. BOX 842683 BOSTON, MA 02284-2683	CONTACT: JEFF WEINTRAUB PHONE: 561-504-1846 EMAIL: LJTALALIEN@AOL.COM	TRADE DEBTS		\$3,203,000		\$3,203,000
10	PRODUCTOS TEXTILES 800 METROS CARRETERA A LA JUTOSA, ZONA LIBRE INHDELVA CHOLOMA CORTEZ, HND	CONTACT: JACOBO KATTAN PHONE: 50499785004 EMAIL: JACOBO.KATTAN@PROTEXSA.HN	TRADE DEBTS		\$2,786,000		\$2,786,000
11	PHILLIPS VAN HEUSEN CORP P.O. BOX 532513 ATLANTA, GA 30353-2513	CONTACT: ANN RALKO PHONE: 908-332-4698 EMAIL: ANN.RALKO@PVH.COM	TRADE DEBTS		\$2,668,000		\$2,668,000
12	VETEMENTS PEERLESS CLOTHING 8888 BOUL PIE 1X MONTREAL, QC H1Z 4J5 CAN	CONTACT: JOHN TIGHE PHONE: 469-500-8839 EMAIL: JOHNT@PEERLESS-CLOTHING.COM	TRADE DEBTS		\$2,224,000		\$2,224,000
13	GOOGLE, INC. DEPT 33654 P.O. BOX 39000 SAN FRANCISCO, CA 94139	CONTACT: RICH JONES PHONE: 650-862-1371 EMAIL: RJONES@GOOGLE.COM	TRADE DEBTS		\$1,841,000		\$1,841,000
14	LAGUNA CLOTHING(MAURITIUS)LTD BOUNDARY ROAD QUATRE BORNES, MUS	CONTACT: ERIC DORCHIES PHONE: 23054233500 EMAIL: EDORCHIES@AQUARELLE-CLOTHING.COM	TRADE DEBTS		\$1,630,000		\$1,630,000
15	TOP GENUINE, LLC PO BOX 50001 PASADENA, CA 91105	CONTACT: RAY TOLLES PHONE: 213-479-3000 EMAIL: RAY.TOLLES@GMAIL.COM	TRADE DEBTS		\$1,567,000		\$1,567,000
16	KENNETH COLE PRODUCTION/ROYALTIES/ADVE RT 400 PLAZA DRIVE SECAUCUS, NJ 07094	CONTACT: KENNETH COLE PHONE: 914-806-2323 EMAIL: KENNETH@KENNETHCOLE.COM	ROYALTIES		\$1,464,000		\$1,464,000
17	CASS INFORMATION SYSTEMS INC. P.O. BOX 17617 ST.LOUIS, MO 63178	CONTACT: DEREK PANO PHONE: 978-323-6567 EMAIL: DAPANO@CASSINFO.COM	TRADE DEBTS		\$1,461,000		\$1,461,000
18	AT&T P.O. BOX 5019 CAROL STREAM, IL 60197-5019	CONTACT: CHARLES KEETON PHONE: 281-797-1882 EMAIL: CK6861@ATT.COM	UTILITY		\$1,361,000		\$1,361,000

	Name of creditor and complete mailing address, including zip code	Name, telephone number and email address of creditor contact	Nature of claim (for example, trade debts, bank loans, professional services, and government contracts)	Indicate if claim is contingent, unliquidated, or disputed	Amount of claim If the claim is fully unsecured, fill in only unsecured claim amount. If claim is partially secured, fill in total claim amount and deduction for value of collateral or setoff to calculate unsecured claim.		
					Total claim, if partially secured	Deduction for value of collateral or setoff [1]	Unsecured Claim
19	PT UNGARAN SARI GARMENTS KUNINGAN CITY (AXA TOWER), 41ST FLOOR JL. PROF. DR.SATRIO JAKARTA, 12940 IND	CONTACT: MANISH VIRMANI PHONE: 628111045222 EMAIL: MANISH.VIRMANI@BUSANAGROUP.COM	TRADE DEBTS		\$1,205,000		\$1,205,000
20	JIANGSU SUNSHINE CO. LTD./ FABRIC WIRE XINQIAO TOWN, UIANGYIN CITY JIANGSU PROVINCE 214426, CHN	CONTACT: LIPING PHONE: 760-224-7532 EMAIL: LIPINGHECN@YAHOO.COM	TRADE DEBTS		\$914,000		\$914,000
21	HCL TECHNOLOGIES LTD 806 SIDDHARTH 96 NEHRU PLACE NEW DEHLI, 110-0119 IND	CONTACT: TRACY DECICCO PHONE: 303-570-3801 EMAIL: TRACY.DECICCO@HCL.COM	TRADE DEBTS		\$875,000		\$875,000
22	STAPLES PO BOX 70242 PHILADELPHIA, PA 19176-0242	PHONE: 877-826-7755	TRADE DEBTS		\$823,000		\$823,000
23	CT CORPORATION PO BOX 4349 CAROL STREAM, IL 60197-4349	CONTACT: BONNUS SMITH PHONE: 713-882-8566 EMAIL: BONNIE.SMITH@WOLTERSKLUWER.COM	TRADE DEBTS		\$812,000		\$812,000
24	FABIAN COUTURE GROUP 205C CHUBB AVENUE LYNDHURST, NJ 07071	CONTACT: ALLAN WEISS PHONE: 201-248-3562 EMAIL: AAJWEISS@AOL.COM	TRADE DEBTS		\$805,000		\$805,000
25	FLORSHEIM SHOE CO. 7734 SOLUTION CENTER CHICAGO, IL 60677-7007	CONTACT: JOHN FLORSHEIM PHONE: 414-908-1889 EMAIL: JFLORSHEIM@WEYCOGROUP.COM	TRADE DEBTS		\$784,000		\$784,000
26	CAULFEILD APPAREL GROUP LTD 1400 WHITEHORSE RD TORONTO, ON M3J3A7 CAN	CONTACT: MARIO TOMEI PHONE: 416-720-5984 EMAIL: MARIOT@CAULFEILD	TRADE DEBTS		\$782,000		\$782,000
27	TRANSPACIFIC INC. C/O TRANSPACIFIC P.O. BOX 75359 CHICAGO, IL 60675-5359	CONTACT: NING ZHOA PHONE: 917-886-9518 EMAIL: NING@MORETTISHOE.COM	TRADE DEBTS		\$776,000		\$776,000
28	MM FASHION AND DESIGN INC 9202 CHARLES SMITH AVENUE RANCHO CUCAMONGA, CA 91730	CONTACT: ANGEL MARTINEZ PHONE: 909-720-8661 EMAIL: ANGEL@MMFASHIONINC.COM	TRADE DEBTS		\$742,000		\$742,000
29	BLDG MANAGEMENT CO., INC. / 7101 417 FIFTH AVENUE, 4TH FLOOR NEW YORK, NY 10016	CONTACT: SARA FONTANET PHONE: 212-624-4337 EMAIL: SFONTANET@BLDG.COM	RENT		\$703,000		\$703,000
30	SITUS ASSET MANAGEMENT, LLC / #220 C/O BTR HAMPSTEAD, LLC SIGNATURE BANK NEWARK, NJ 07101-8084	CONTACT: ANGELA BALDWIN PHONE: 410-844-3906 EMAIL: ABALDWIN@BTRCAPITALGROUP.COM	RENT		\$701,000		\$701,000

TAILORED BRANDS PURCHASING LLC

**WRITTEN CONSENT OF MANAGERS
IN LIEU OF ANNUAL MEETING**

Pursuant to the Company Agreement of Tailored Brands Purchasing LLC dated June 2, 2016 (the “Agreement”), Tailored Shared Services, LLC, a Delaware limited liability company, and pursuant to and in accordance with the Texas Business Organizations Code, the undersigned, being all of the managers of Tailored Brands Purchasing LLC, a Texas limited liability company (the “Company”), and in lieu of an annual meeting of the Board of Managers, the call and notice of which are hereby waived, do hereby consent to the adoption of and adopt the resolutions set forth on Annex A attached hereto.

This consent may be executed in counterparts, each of which shall be deemed an original, and all of which taken together shall constitute one instrument. A copy of this consent signed and delivered by telecopy, facsimile or other electronic transmission shall be considered an original, executed consent.

IN WITNESS WHEREOF, the undersigned has executed this consent effective as of _____ August 2, 2020.

MANAGERS:



Jamie Bragg



A. Alexander Rhodes



Laura Ann Smith

Annex A**1. Election of Officers**

NOW, THEREFORE, BE IT RESOLVED, that each of the following persons is hereby appointed, designated and elected to the offices of the Company set forth adjacent to his or her name, to serve in accordance with the provisions of the Agreement and as otherwise provided in accordance with the Texas Business Organizations Code, and until his or her successor shall have been appointed, designated and elected and shall have qualified:

<u>NAME</u>	<u>OFFICE</u>
Dinesh Lathi	President and Chief Executive Officer
Jamie Bragg	Executive Vice President, Chief Supply Chain Officer
A. Alexander Rhodes	Executive Vice President and General Counsel
Aidan Arney	Vice President, Corporate Tax
Francisco Fuentes	Vice President, Risk Management
Laura Ann Smith	Vice President, Assistant General Counsel - Corporate and Securities Law and Secretary
John Vazquez	Vice President, Chief Accounting Officer and Treasurer

2. Restructuring Support Agreement

WHEREAS, the board of managers (the “Governing Body”) of Tailored Brands Purchasing LLC (the “Company”) has reviewed and considered (i) the recommendation by the Board of Directors of Tailored Brands, Inc. (the “Board”) and the authorized officers and representatives of Tailored Brands, Inc. (“Management”) that the Company enter into that certain restructuring support agreement (in such form as authorized and executed by any Authorized Officer (as defined below), with such authorization as evidenced by the execution and delivery by any such Authorized Signatory, the “Restructuring Support Agreement”), (ii) the presentations by the Advisors regarding the liabilities and liquidity of the Company, the strategic alternatives available to the Company, and the impact of the foregoing on the Company’s business, (iii) the information and advice previously provided to and reviewed by the Governing Body, the Board, and Management, and (iv) the related matters reported on at meetings of the Governing Body and the Board;

WHEREAS, the Governing Body has had the opportunity to consult with Management and the Board and the financial, restructuring, and legal advisors described in Section 4 herein (collectively, the “Advisors”) and fully consider each of the strategic alternatives available to the Company;

WHEREAS, Management is continuing to negotiate the Restructuring Support Agreement with the Company’s stakeholders, with the terms of such Restructuring Support Agreement to be substantially consistent with the terms set forth in the presentations by Management; and

WHEREAS, the Restructuring Support Agreement provides that it can be terminated if the Governing Body determines, after consulting with counsel, that proceeding with any of the restructuring transactions contemplated by the Restructuring Support Agreement would be inconsistent with applicable law or the Governing Body's fiduciary duties.

NOW, THEREFORE, BE IT RESOLVED, that it is desirable and in the best interests the Company, its stakeholders, its creditors, and other parties in interest, to enter into the Restructuring Support Agreement, and that the Company's performance of its obligations under the Restructuring Support Agreement, and all other exhibits, schedules, attachments, and ancillary documents or agreements related thereto, hereby is, in all respects, authorized and approved;

FURTHER RESOLVED, that Management is hereby authorized and directed to take all actions necessary or advisable to negotiate and finalize the Restructuring Support Agreement and, subject to receiving sufficient consents from the Consenting Term Loan Lenders (as defined in the Restructuring Support Agreement), enter into and perform under the Restructuring Support Agreement, and the restructuring contemplated thereunder; and

FURTHER RESOLVED, that the officers of the Company, including but not limited to the President and Chief Executive Officer, any Vice President, the Treasurer, the Secretary or any Assistant Secretary of the Company and any other person designated by the Governing Body (collectively, the "Authorized Officers") shall be, and each of them individually hereby is, authorized for and on behalf of the Company to take all actions (including, without limitation, to negotiate and execute any agreements, documents, certificates, supplemental agreements and instruments) necessary or advisable to finalize the Restructuring Support Agreement and, subject to receiving sufficient consents from the Consenting Term Loan Lenders (as defined in the Restructuring Support Agreement), to enter into the Restructuring Support Agreement, and to perform all the transactions contemplated thereby, that in the judgment of the applicable Authorized Officers, are necessary or appropriate to effectuate and carry out the purposes and intent of the foregoing resolutions (such determination to be conclusively evidenced by the taking of such action or execution thereof).

3. Chapter 11 Filing

WHEREAS, the Governing Body has considered certain materials presented by Management and the Advisors, including, but not limited to, materials regarding the liabilities and obligations of the Company, its liquidity, strategic alternatives available to it, and the effect of the foregoing on the Company's business, and has had adequate opportunity to consult such persons regarding the materials presented, obtain additional information, and to fully consider each of the strategic alternatives available to the Company; and

WHEREAS, the Governing Body has had the opportunity to consult with Management, the Board, and the Advisors and consider each of the strategic alternatives available to the Company.

NOW, THEREFORE, BE IT RESOLVED, that in the judgment of the Governing Body, it is desirable and in the best interests of the Company, its creditors, and other parties in interest, that the Company shall be, and hereby is, authorized to file, or cause to be filed, a voluntary petition for relief (such voluntary petition, and the voluntary petitions to be filed by the Company's affiliates, collectively, the "Chapter 11 Cases") under the provisions of chapter 11 of title 11 of the

United States Code (the “Bankruptcy Code”) in the United States Bankruptcy Court for the Southern District of Texas (the “Bankruptcy Court”) and any other petition for relief or recognition or other order that may be desirable under applicable law; and

FURTHER RESOLVED, that the Authorized Officers, acting alone or with one or more other Authorized Officers of the Company be, and each of them hereby is authorized, empowered, and directed to execute and file on behalf of the Company all petitions, schedules, lists, and other motions, objections, replies, applications, papers, or documents as necessary or advisable to commence the Chapter 11 Cases and obtain chapter 11 relief, and to take any and all actions that they deem necessary or proper to obtain such relief, including, without limitation, any action necessary to maintain the ordinary course operation of the Company’s business.

4. Senior Secured Super-Priority Debtor-In-Possession Credit Agreement

WHEREAS, TAILORED BRANDS, INC., a Texas corporation, THE MEN’S WEARHOUSE, INC., a Texas corporation, as debtor and debtor-in-possession, each of the other U.S. Subsidiary Borrowers from time to time party thereto (each of the foregoing, individually, as a “U.S. Borrower” and, collectively, as the “U.S. Borrowers”), MOORES THE SUIT PEOPLE CORP., a Nova Scotia unlimited liability company (the “Canadian Borrower” and, together with the U.S. Borrowers, the “Borrowers”), the Canadian Guarantors from time to time party thereto, the Lenders from time to time party thereto, JPMORGAN CHASE BANK, N.A., as Administrative Agent (“U.S. Agent”), and JPMORGAN CHASE BANK, N.A. TORONTO BRANCH, as Canadian Administrative Agent (“Canadian Agent”; together with the U.S. Agent, the “Agents”), propose to enter into that certain SENIOR SECURED SUPER-PRIORITY DEBTOR-IN-POSSESSION CREDIT AGREEMENT dated as of the date hereof (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “DIP Credit Agreement”);

WHEREAS, the obligation of the Lenders to make Loans to the Borrowers under the DIP Credit Agreement is subject to the Company having satisfied certain conditions described in the DIP Credit Agreement and the other Loan Documents (as defined below) to which it is a party;

WHEREAS, the DIP Credit Agreement requires the Company to guaranty and to grant a security interest to secure the obligations under the Loan Documents; and

WHEREAS, the Company will obtain benefits from the Loans made to the Borrowers under the DIP Credit Agreement.

NOW, THEREFORE, BE IT RESOLVED, that the form, terms and provisions of each of the instruments and documents listed below (collectively, the “Loan Documents”), substantially in the form received by the undersigned and the Company’s execution, delivery and performance of its obligations under the Loan Documents, including without limitation the grant of security interests under the Loan Documents, and, any borrowings or guaranty therewith, be, and hereby are, in all respects, approved:

- a) any promissory note executed by the Companies in connection with the DIP Credit Agreement;
- b) any fee letter in connection with the DIP Credit Agreement;

- c) any Collateral Document in connection with the DIP Credit Agreement;
- d) any intellectual property security agreement in connection with the DIP Credit Agreement;
- e) the Interim Order;
- f) the Final Order;
- g) the Intercreditor Agreement;
- h) the Intercompany Subordination Agreement;
- i) the Intercreditor Acknowledgement;
- j) any commitment letter in connection with the DIP Credit Agreement;
- k) any guarantee in connection with the DIP Credit Agreement;
- l) any assignment documents, security agreements, notices, financing statements, tax affidavits, and other instruments as the Agents and/or the Lenders may reasonably request or as may be necessary or appropriate to create, preserve and perfect the Liens of Agents and/or the Lenders required pursuant to the Loan Documents to be created in the Collateral;
- m) agreements with third parties (including, without limitation, bank agency agreements, lockbox agreements, cash management agreements, hedge agreements, control agreements, landlord agreements, Collateral Access Agreements, bailee letters, and warehouse letters) relating to the Collateral; and
- n) such other Loan Documents (as defined in the DIP Credit Agreement), agreements, documents, Orders, pledges, powers of attorney, instruments, letters of credit, acknowledgements, statements, paper, certificates and other documents and instruments, including any interest rate swaps, caps, collars or similar hedging agreement and any financing statements (or amendments thereto) that may be contemplated by, or as may be required by or executed in connection with any of the Loan Documents.

FURTHER RESOLVED, that the Authorized Officers, acting alone or with one or more other Authorized Officers be, and hereby is, authorized and empowered to execute and deliver, and perform all of the obligations and the transactions contemplated under each of the Loan Documents in the name and on behalf of the Company, with such changes therein as shall be approved by the Authorized Officer executing the same, with such execution by said Authorized Officer to constitute conclusive evidence of his or her approval of the terms thereof, including any departures therein from the form presented to the Governing Body;

FURTHER RESOLVED, that any person dealing with an Authorized Officer may conclusively rely upon the authority of such Authorized Officer by the execution of a document or agreement;

FURTHER RESOLVED, that the Company will obtain benefits from the loans made to the Company under the DIP Credit Agreement and the other Loan Documents which are necessary and convenient to the conduct, promotion and attainment of the business of the Company;

FURTHER RESOLVED, that the incurrence by the Company of the borrowings and obligations under the Loan Documents is hereby authorized and approved in all respects and the transactions contemplated by the Loan Documents are approved in all respects;

FURTHER RESOLVED, that each of the Authorized Officers be, and hereby is, authorized and empowered to take all actions or to not take any action in the name of the Company with respect to the transactions contemplated by these resolutions as the sole shareholder or sole member, of each direct or indirect subsidiary of the Company, if any, whether existing now or in the future, in each case, as such Authorized Officer shall deem necessary or desirable in such Authorized Officer's reasonable business judgment, including without limitation the authorization of resolutions and agreements necessary to authorize the execution, delivery and performance pursuant to the DIP Credit Agreement or any of the Loan Documents (including certificates, affidavits, financing statements, notices, reaffirmations and amendments and restatements thereof or relating thereto) as may be necessary or convenient to effectuate the purposes of the transactions contemplated herein;

FURTHER RESOLVED, that the Company be and it hereby is, authorized and directed to grant the Liens and security interests with respect to all or substantially all of its assets contemplated and as and when required by the Collateral Documents and the other Loan Documents in favor of the Agents and/or the Lenders to secure the Obligations (and any renewals, increases, extension for any period of rearrangement thereof) and to provide the guarantees contemplated in the Loan Documents;

FURTHER RESOLVED, that the Agents are authorized to file or record financing statements and other filing or recording documents or instruments with respect to the Collateral without the signature of the Company in such form and substance and in such offices as the Agents determine appropriate to continue to perfect the security interests of the Agents for the benefit of the Lenders under the DIP Credit Agreement and the other Loan Documents, as appropriate, and the Agents are authorized to use the collateral description "all or substantially all personal property assets of the Debtor, whether now existing or hereafter arising" or any similar description in any such financing statements;

FURTHER RESOLVED, that the Company be, and hereby is, authorized to guaranty the payment in full and performance of all Obligations, to the extent applicable, of its direct or indirect subsidiaries;

FURTHER RESOLVED, that any specific resolutions that may be required to have been adopted by the Company in connection with the actions contemplated by the foregoing resolutions be, and they hereby are, adopted, and the Authorized Officers of the Company be, and each of them acting alone hereby is authorized to certify as to the adoption of any and all such resolutions and attach such resolutions hereto;

FURTHER RESOLVED, that the omission from these resolutions of any agreement, document or other arrangement contemplated by any of the agreements, documents or instruments described in the foregoing resolutions or any action to be taken in accordance with any requirement of any of the agreements, documents, or instruments described in the foregoing resolutions shall

in no manner derogate from the authority of the Authorized Officers, or any officer of the Company acting at their direction, to take all actions necessary, desirable, advisable or appropriate to consummate, effectuate carry out or further the transactions contemplated by, and the intent and purposes of, the foregoing resolutions;

FURTHER RESOLVED, that each of the Authorized Officers be, and hereby is, authorized and empowered to take all such further actions including, without limitation, to pay all fees, (including without limitation, the fees under the Fee Letters and expenses in accordance with the terms of the Loan Documents), to arrange for and enter into supplemental agreements, instruments, amendments, amendment and restatements, modifications, renewals, replacements, consolidations, substitutions, extensions, certificates or documents relating to the transactions contemplated by any of the Loan Documents and to execute and deliver all such supplemental agreements, instruments, amendments, amendment and restatements, modifications, renewals, replacements, consolidations, substitutions, extensions, certificates or documents in the name and on behalf of the Company, which shall in their sole judgment be necessary, proper or advisable in order to perform the Company's obligations under or in connection with any of the Loan Documents and the transactions contemplated therein, and to carry out fully the intent of the foregoing resolution. The performance of any such further act and the execution of any such document or instrument by any of the aforesaid Authorized Officers of the Company pursuant to these resolutions shall be conclusive evidence that the same have been authorized and approved by the Company in every respect;

FURTHER RESOLVED, that all acts and actions taken by any Authorized Officer prior to the date hereof with respect to the transactions contemplated by the Loan Documents (as defined in the DIP Credit Agreement), and any and all agreements, instruments, certificates or documents heretofore executed be, and hereby are, in all respects confirmed, approved and ratified; and

FURTHER RESOLVED, that all initially capitalized terms used in the resolutions under the caption "SENIOR SECURED SUPER-PRIORITY DEBTOR-IN-POSSESSION CREDIT AGREEMENT" and otherwise without definition shall have the meanings ascribed to them in the DIP Credit Agreement.

5. Retention of Professionals

NOW, THEREFORE, BE IT RESOLVED that each of the Authorized Officers be, and they hereby are, authorized and directed to employ the following professionals on behalf of the Company: (i) the law firm of Kirkland & Ellis LLP and Kirkland & Ellis International LLP, as general bankruptcy counsel, (ii) the law firm of Jackson Walker L.L.P., as co-bankruptcy counsel, (iii) the law firm of Stikeman Elliot LLP, as co-bankruptcy counsel, (iv) the law firm of Mourant Ozannes, as co-bankruptcy counsel, (v) PJT Partners LP, as financial advisor, (vi) AlixPartners, LLP, as restructuring advisor, (vii) Prime Clerk LLC, as notice and claims agent, (viii) A&G Realty Partners, LLC, as a real estate consultant and advisor, and (ix) any other legal counsels, accountants, financial advisors, restructuring advisors or other professionals the Authorized Officers deem necessary, appropriate or advisable; each to represent and assist the Company in carrying out its duties and responsibilities and exercising its rights under the Bankruptcy Code and applicable law (including, but not limited to, the law firms filing any pleadings and responses); and in connection therewith, each of the Authorized Officers be, and hereby is authorized, empowered and directed, in accordance with the terms and conditions hereof, to execute

appropriate retention agreements and to cause to be filed appropriate applications for authority to reach such services; and

FURTHER RESOLVED, that all acts and deeds previously performed by any of the officers of the Authorized Officers, as may be applicable, prior to the adoption of the foregoing recitals and resolutions that are within the authority conferred by the foregoing recitals and resolutions, are hereby ratified, confirmed and approved in all respects as the authorized acts and deeds of the Authorized Officers, as the case may be.

6. General

NOW, THEREFORE, BE IT RESOLVED, that in addition to the specific authorizations heretofore conferred upon the Authorized Officers, each of the Authorized Officers (and their designees and delegates) be, and they hereby are, authorized and empowered, in the name of and on behalf of the Company, to take or cause to be taken any and all such other and further action to: execute, acknowledge, deliver, and file any and all such agreements, certificates, instruments, and other documents; and pay all expenses, including but not limited to filing fees, in each case as in such officer's or officers' judgment, shall be necessary, advisable, or desirable to fully carry out the intent and accomplish the purposes of the resolutions adopted herein;

FURTHER RESOLVED, that the Governing Body has received sufficient notice of the actions and transactions relating to the matters contemplated by the foregoing resolutions, as may be required by the organizational documents of the Company, or hereby waive any right to have received such notice;

FURTHER RESOLVED, that all acts, actions and transactions relating to the matters contemplated by the foregoing resolutions done in the name of and on behalf of the Company, which acts would have been approved by the foregoing resolutions except that such acts were taken before the adoption of these resolutions, are hereby in all respects approved and ratified as the true acts and deeds of the Company with the same force and effect as if each such act, transaction, agreement or certificate has been specifically authorized in advance by resolution of the Governing Body; and

FURTHER RESOLVED, that each of the Authorized Officers (and their designees and delegates) be and hereby is authorized and empowered to take all actions or to not take any action in the name of the Company with respect to the transactions contemplated by these resolutions hereunder, as such Authorized Officers shall deem necessary or desirable in such Authorized Officer's reasonable judgment as may be necessary or convenient to effectuate the purposes of the transactions contemplated herein.

Fill in this information to identify the case and this filing:	
Debtor Name	Tailored Brands Purchasing LLC
United States Bankruptcy Court for the:	Southern District of Texas
	(State)
Case number (If known):	

Official Form 202**Declaration Under Penalty of Perjury for Non-Individual Debtors**

12/15

An individual who is authorized to act on behalf of a non-individual debtor, such as a corporation or partnership, must sign and submit this form for the schedules of assets and liabilities, any other document that requires a declaration that is not included in the document, and any amendments of those documents. This form must state the individual's position or relationship to the debtor, the identity of the document, and the date. Bankruptcy Rules 1008 and 9011.

WARNING -- Bankruptcy fraud is a serious crime. Making a false statement, concealing property, or obtaining money or property by fraud in connection with a bankruptcy case can result in fines up to \$500,000 or imprisonment for up to 20 years, or both. 18 U.S.C. §§ 152, 1341, 1519, and 3571.

Declaration and signature

I am the president, another officer, or an authorized agent of the corporation; a member or an authorized agent of the partnership; or another individual serving as a representative of the debtor in this case.

I have examined the information in the documents checked below and I have a reasonable belief that the information is true and correct:

- ☐ *Schedule A/B: Assets-Real and Personal Property (Official Form 206A/B)*
- ☐ *Schedule D: Creditors Who Have Claims Secured by Property (Official Form 206D)*
- ☐ *Schedule E/F: Creditors Who Have Unsecured Claims (Official Form 206E/F)*
- ☐ *Schedule G: Executory Contracts and Unexpired Leases (Official Form 206G)*
- ☐ *Schedule H: Codebtors (Official Form 206H)*
- ☐ *Summary of Assets and Liabilities for Non-Individuals (Official Form 206Sum)*
- ☐ *Amended Schedule*
- ☒ *Chapter 11 or Chapter 9 Cases: List of Creditors Who Have the 30 Largest Unsecured Claims and Are Not Insiders (Official Form 204)*
- ☒ Other document that requires a declaration **List of Equity Security Holders and Corporate Ownership Statement**

I declare under penalty of perjury that the foregoing is true and correct.

Executed on

08/02/2020

MM/ DD/YYYY

**/s/ Holly Etlin**

Signature of individual signing on behalf of debtor

Holly Etlin

Printed name

Chief Restructuring Officer

Position or relationship to debtor

TAB L

**Voluntary Petition of Tailored Brands Worldwide Purchasing
Co.**

Fill in this information to identify the case:

United States Bankruptcy Court for the:

Southern District of Texas

(State)

Case number (if known):

Chapter

11☐ Check if this is an amended filing**Official Form 201****Voluntary Petition for Non-Individuals Filing for Bankruptcy**

04/20

If more space is needed, attach a separate sheet to this form. On the top of any additional pages, write the debtor's name and the case number (if known). For more information, a separate document, *Instructions for Bankruptcy Forms for Non-Individuals*, is available.

1. Debtor's Name Tailored Brands Worldwide Purchasing Co.

2. All other names debtor used in the last 8 years _____

Include any assumed names, trade names, and *doing business as* names

3. Debtor's federal Employer Identification Number (EIN) 98-1480881

4. Debtor's address **Principal place of business** **Mailing address, if different from principal place of business**

6100 Stevenson Boulevard

Number Street

Number Street

P.O. Box

Fremont, California 94538

City State Zip Code

City State Zip Code

Location of principal assets, if different from principal place of business

Alameda County

County

Number Street

City State Zip Code

5. Debtor's website (URL) https://www.tailoredbrands.com/

6. Type of debtor

☒ Corporation (including Limited Liability Company (LLC) and Limited Liability Partnership (LLP))

☐ Partnership (excluding LLP)

☐ Other. Specify: _____

Debtor Tailored Brands Worldwide Purchasing Co.
Name

Case number (if known) _____

7. Describe debtor's business**A. Check One:**

- ☐ Health Care Business (as defined in 11 U.S.C. § 101(27A))
- ☐ Single Asset Real Estate (as defined in 11 U.S.C. § 101(51B))
- ☐ Railroad (as defined in 11 U.S.C. § 101(44))
- ☐ Stockbroker (as defined in 11 U.S.C. § 101(53A))
- ☐ Commodity Broker (as defined in 11 U.S.C. § 101(6))
- ☐ Clearing Bank (as defined in 11 U.S.C. § 781(3))
- ☒ None of the above

B. Check all that apply:

- ☐ Tax-exempt entity (as described in 26 U.S.C. § 501)
- ☐ Investment company, including hedge fund or pooled investment vehicle (as defined in 15 U.S.C. § 80a-3)
- ☐ Investment advisor (as defined in 15 U.S.C. § 80b-2(a)(11))

C. NAICS (North American Industry Classification System) 4-digit code that best describes debtor. See <http://www.uscourts.gov/four-digit-national-association-naics-codes> .
4481 (Clothing Stores)

8. Under which chapter of the Bankruptcy Code is the debtor filing?**Check One:**

- ☐ Chapter 7
- ☐ Chapter 9
- ☒ Chapter 11. *Check all that apply:*

A debtor who is a "small business debtor" must check the first sub-box. A debtor as defined in § 1182(1) who elects to proceed under subchapter V of chapter 11 (whether or not the debtor is a "small business debtor") must check the second sub-box.

- ☐ The debtor is a small business debtor as defined in 11 U.S.C. § 101(51D), and its aggregate noncontingent liquidated debts (excluding debts owed to insiders or affiliates) are less than \$2,725,625. If this sub-box is selected, attach the most recent balance sheet, statement of operations, cash-flow statement, and federal income tax return or if any of these documents do not exist, follow the procedure in 11 U.S.C. § 1116(1)(B).
- ☐ The debtor is a debtor as defined in 11 U.S.C. § 1182(1). Its aggregate noncontingent liquidated debts (excluding debts owed to insiders or affiliates) are less than \$7,500,000 **and it chooses to proceed under Subchapter V of Chapter 11.** If this sub-box is selected, attach the most recent balance sheet, statement of operations, cash-flow statement, and federal income tax return or if any of these documents do not exist, follow the procedure in 11 U.S.C. § 1116(1)(B).
- ☐ A plan is being filed with this petition.
- ☐ Acceptances of the plan were solicited prepetition from one or more classes of creditors, in accordance with 11 U.S.C. § 1126(b).
- ☒ The debtor is required to file periodic reports (for example, 10K and 10Q) with the Securities and Exchange Commission according to § 13 or 15(d) of the Securities Exchange Act of 1934. File the *Attachment to Voluntary Petition for Non-Individuals Filing for Bankruptcy under Chapter 11* (Official Form 201A) with this form.
- ☐ The debtor is a shell company as defined in the Securities Exchange Act of 1934 Rule 12b-2.

☐ Chapter 12**9. Were prior bankruptcy cases filed by or against the debtor within the last 8 years?**

- ☒ No District _____ When _____ Case number _____
- ☐ Yes. District _____ When _____ Case number _____

Debtor Tailored Brands Worldwide Purchasing Co.
Name

Case number (if known) _____

10. Are any bankruptcy cases pending or being filed by a business partner or an affiliate of the debtor?☐ No☒ Yes.

Debtor

See Rider 1

Relationship

Affiliate

List all cases. If more than 1, attach a separate list.

District

Southern District of Texas

When

08/02/2020

MM / DD / YYYY

Case number, if known _____

11. Why is the case filed in this district?*Check all that apply:*☐

Debtor has had its domicile, principal place of business, or principal assets in this district for 180 days immediately preceding the date of this petition or for a longer part of such 180 days than in any other district.

☒

A bankruptcy case concerning debtor's affiliate, general partner, or partnership is pending in this district.

12. Does the debtor own or have possession of any real property or personal property that needs immediate attention?☒ No.☐ Yes. Answer below for each property that needs immediate attention. Attach additional sheets if needed.**Why does the property need immediate attention? (Check all that apply.)**☐

It poses or is alleged to pose a threat of imminent and identifiable hazard to public health or safety.

What is the hazard?

☐

It needs to be physically secured or protected from the weather.

☐

It includes perishable goods or assets that could quickly deteriorate or lose value without attention (for example, livestock, seasonal goods, meat, dairy, produce, or securities-related assets or other options).

☐

Other

Where is the property?

Number

Street

City

State

Zip Code

Is the property insured?☐ No☐ Yes.

Insurance agency

Contact name

Phone

Statistical and administrative information**13. Debtor's estimation of available funds***Check one:*☒

Funds will be available for distribution to unsecured creditors.

☐

After any administrative expenses are paid, no funds will be available for distribution to unsecured creditors.

14. Estimated number of creditors¹☐

1-49

☐

1,000-5,000

☒

25,001-50,000

☐

50-99

☐

5,001-10,000

☐

50,001-100,000

☐

100-199

☐

10,001-25,000

☐

More than 100,000

☐

200-999

¹ The Debtors' estimated assets, liabilities, and number of creditors noted here are provided on a consolidated basis.

Debtor Tailored Brands Worldwide Purchasing Co.
Name

Case number (if known) _____

15. Estimated assets

☐ \$0-\$50,000	☐ \$1,000,001-\$10 million	☐ \$500,000,001-\$1 billion
☐ \$50,001-\$100,000	☐ \$10,000,001-\$50 million	☒ \$1,000,000,001-\$10 billion
☐ \$100,001-\$500,000	☐ \$50,000,001-\$100 million	☐ \$10,000,000,001-\$50 billion
☐ \$500,001-\$1 million	☐ \$100,000,001-\$500 million	☐ More than \$50 billion

16. Estimated liabilities

☐ \$0-\$50,000	☐ \$1,000,001-\$10 million	☐ \$500,000,001-\$1 billion
☐ \$50,001-\$100,000	☐ \$10,000,001-\$50 million	☒ \$1,000,000,001-\$10 billion
☐ \$100,001-\$500,000	☐ \$50,000,001-\$100 million	☐ \$10,000,000,001-\$50 billion
☐ \$500,001-\$1 million	☐ \$100,000,001-\$500 million	☐ More than \$50 billion

Request for Relief, Declaration, and Signatures

WARNING -- Bankruptcy fraud is a serious crime. Making a false statement in connection with a bankruptcy case can result in fines up to \$500,000 or imprisonment for up to 20 years, or both. 18 U.S.C. §§ 152, 1341, 1519, and 3571.

17. Declaration and signature of authorized representative of debtor

The debtor requests relief in accordance with the chapter of title 11, United States Code, specified in this petition.

I have been authorized to file this petition on behalf of the debtor.

I have examined the information in this petition 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 08/02/2020
MM/ DD / YYYY

X/s/ Holly EtlinHolly Etlin

Signature of authorized representative of debtor

Printed name

Title Chief Restructuring Officer**18. Signature of attorney****X**/s/ Matthew D. Cavanaugh

Date

08/02/2020

Signature of attorney for debtor

MM/ DD/YYYY

Matthew D. Cavanaugh

Printed name

Jackson Walker L.L.P.

Firm name

1401 McKinney Street, Suite 1900

Number

Street

Houston

City

Texas

State

77010

ZIP Code

(713) 752-4200

Contact phone

mcavanaugh@jw.com

Email address

24062656

Bar number

Texas

State

Fill in this information to identify the case:

United States Bankruptcy Court for the:

Southern District of Texas

(State)

Case number (if known):

Chapter

11☐ Check if this is an amended filing**Rider 1****Pending Bankruptcy Cases Filed by the Debtor and Affiliates of the Debtor**

On the date hereof, each of the entities listed below (collectively, the "Debtors") filed a petition in the United States Bankruptcy Court for the Southern District of Texas for relief under chapter 11 of title 11 of the United States Code. The Debtors have moved for joint administration of these cases under the case number assigned to the chapter 11 case of Tailored Brands, Inc.

Tailored Brands, Inc.
JA Apparel Corp.
Jos. A. Bank Clothiers, Inc.
Joseph Abboud Manufacturing Corp.
K&G Men's Company Inc.
Moore's Retail Group Corp.
Moore's The Suit People Corp.
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 Holding Limited
The Joseph A. Bank Mfg. Co., Inc.
The Men's Wearhouse, Inc.
TMW Merchants LLC

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

In re:

TAILORED BRANDS WORLDWIDE
PURCHASING CO.,

Debtor.

)
) Chapter 11
)
) Case No. 20-[●] ([●])
)
)
)
)

LIST OF EQUITY SECURITY HOLDERS¹

Debtor	Equity Holders	Address of Equity Holder	Percentage of Equity Held
Tailored Brands Worldwide Purchasing Co.	The Men's Wearhouse, Inc.	6100 Stevenson Boulevard Fremont, California 94538	100%

¹ This list reflects holders of five percent or more of Tailored Brands, Inc.'s common stock. This list serves as the disclosure required to be made by the debtor pursuant to rule 1007 of the Federal Rules of Bankruptcy Procedure. All equity positions listed are as of the date of commencement of the chapter 11 case. By the *Debtors' Emergency Motion for Entry of an Order (I) Authorizing the Debtors to File a Consolidated List of Creditors and a Consolidated List of the 30 Largest Unsecured Creditors, (II) Waiving the Requirement to File a List of Equity Security Holders, (III) Authorizing the Debtors to Redact Certain Personal Identification Information, (IV) Approving the Form and Manner of Notifying Creditors of the Commencement of the Chapter 11 Cases and Other Information, and (V) Granting Related Relief* filed contemporaneously herewith, the debtor is requesting a waiver of the requirement under rule 1007 to file a list of all of its equity security holders.

Fill in this information to identify the case:Debtor name Tailored Brands, Inc., et al.United States Bankruptcy Court for the: Southern District of Texas

Case number (If known): _____ (State)

☐ Check if this is an amended filing**Official Form 204****Chapter 11 or Chapter 9 Cases: List of Creditors Who Have the 30 Largest Unsecured Claims and Are Not Insiders**

12/15

A list of creditors holding the 30 largest unsecured claims must be filed in a Chapter 11 or Chapter 9 case. Include claims which the debtor disputes. Do not include claims by any person or entity who is an *insider*, as defined in 11 U.S.C. § 101(31). Also, do not include claims by secured creditors, unless the unsecured claim resulting from inadequate collateral value places the creditor among the holders of the 30 largest unsecured claims.

	Name of creditor and complete mailing address, including zip code	Name, telephone number and email address of creditor contact	Nature of claim (for example, trade debts, bank loans, professional services, and government contracts)	Indicate if claim is contingent, unliquidated, or disputed	Amount of claim		
					If the claim is fully unsecured, fill in only unsecured claim amount. If claim is partially secured, fill in total claim amount and deduction for value of collateral or setoff to calculate unsecured claim.		
					Total claim, if partially secured	Deduction for value of collateral or setoff [1]	Unsecured Claim
1	BANK OF NEW YORK MELLON TRUST COMPANY, N.A. 601 TRAVIS ST, 16TH FLOOR HOUSTON, TX 77002	CONTACT: LISA MCCANTS PHONE: 713-483-6752 EMAIL: LISA.MCCANTS@BNYMELLON.COM	SENIOR NOTES DUE 2022		\$179,916,000		\$179,916,000
2	ICON INTERNATIONAL INC LOCKBOX SERVICES 1487 DEPT 1487 350 N ORLEANS STREET STE 800 CHICAGO, IL 60654-1529	CONTACT: KATHLEEN CHOMIENNE PHONE: 203-388-1442 EMAIL: KCHOMIENNE@ICONINTERNATIONAL.COM	TRADE DEBTS		\$8,214,000		\$8,214,000
3	PEERLESS CLOTHING INC. 200 INDUSTRIAL PARK RD. SAINT ALBANS, VT 05478-1873	CONTACT: JOHN TIGHE PHONE: 469-500-8839 EMAIL: JOHNT@PEERLESS-CLOTHING.COM	TRADE DEBTS		\$8,115,000		\$8,115,000
4	ADOBE SYSTEMS INC 29322 NETWORK PLACE CHICAGO, IL 60673-1293	CONTACT: JEFFEREY YOUNG PHONE: 385-345-2280 EMAIL: JYOUNG@ADOBE.COM	TRADE DEBTS		\$7,047,000		\$7,047,000
5	WH BUYER, LLC DBA WHP GLOBAL 333 S GRAND AVENUE 28TH FLOOR LOS ANGELES, CA 90071	CONTACT: STEPHEN CONWELL PHONE: 646-518-8499 EMAIL: SCONWELL@WHP-GLOBAL.COM	ROYALTIES		\$5,781,000		\$5,781,000
6	ENGIE INSIGHT 1313 NORTH ATLANTIC, SUITE 5000 SPOKANE, WA 99201-2330	CONTACT: RICHARD COOMBE PHONE: 480-625-5055 EMAIL: RICHARD.COOMBE@ENGIE.COM	TRADE DEBTS		\$4,966,000		\$4,966,000

¹ The Debtors reserve the right to assert setoff and other rights with respect to any of the claims listed herein.

	Name of creditor and complete mailing address, including zip code	Name, telephone number and email address of creditor contact	Nature of claim (for example, trade debts, bank loans, professional services, and government contracts)	Indicate if claim is contingent, unliquidated, or disputed	Amount of claim If the claim is fully unsecured, fill in only unsecured claim amount. If claim is partially secured, fill in total claim amount and deduction for value of collateral or setoff to calculate unsecured claim.		
					Total claim, if partially secured	Deduction for value of collateral or setoff [1]	Unsecured Claim
7	MCKINSEY & COMPANY, INC. 3 WORLD TRADE CENTER 175 GREENWICH STREET NEW YORK, NY 10007	CONTACT: GENERAL COUNSEL OFFICE PHONE: 212-415-5372 EMAIL: KILLIAN_NOLAN@MCKINSEY.COM	PROFESSIONAL SERVICES		\$3,500,000		\$3,500,000
8	DAVID'S BRIDAL, INC. 1001 WASHINGTON ST. ASF MONTHLY INSTALLMENT CONSHOHOCKEN, PA 19428	CONTACT: JIM MARCUM PHONE: 603-455-5650 EMAIL: JMARCUM@DBI.COM	ROYALTIES		\$3,490,000		\$3,490,000
9	FLOW FORMAL ALLIANCE, LLC P.O. BOX 842683 BOSTON, MA 02284-2683	CONTACT: JEFF WEINTRAUB PHONE: 561-504-1846 EMAIL: LJTHEALIEN@AOL.COM	TRADE DEBTS		\$3,203,000		\$3,203,000
10	PRODUCTOS TEXTILES 800 METROS CARRETERA A LA JUTOSA, ZONA LIBRE INHDELVA CHOLOMA CORTEZ, HND	CONTACT: JACOBO KATTAN PHONE: 50499785004 EMAIL: JACOBO.KATTAN@PROTEXSA.HN	TRADE DEBTS		\$2,786,000		\$2,786,000
11	PHILLIPS VAN HEUSEN CORP P.O. BOX 532513 ATLANTA, GA 30353-2513	CONTACT: ANN RALKO PHONE: 908-332-4698 EMAIL: ANN.RALKO@PVH.COM	TRADE DEBTS		\$2,668,000		\$2,668,000
12	VETEMENTS PEERLESS CLOTHING 8888 BOUL PIE 1X MONTREAL, QC H1Z 4J5 CAN	CONTACT: JOHN TIGHE PHONE: 469-500-8839 EMAIL: JOHNT@PEERLESS-CLOTHING.COM	TRADE DEBTS		\$2,224,000		\$2,224,000
13	GOOGLE, INC. DEPT 33654 P.O. BOX 39000 SAN FRANCISCO, CA 94139	CONTACT: RICH JONES PHONE: 650-862-1371 EMAIL: RJONES@GOOGLE.COM	TRADE DEBTS		\$1,841,000		\$1,841,000
14	LAGUNA CLOTHING(MAURITIUS)LTD BOUNDARY ROAD QUATRE BORNES, MUS	CONTACT: ERIC DORCHIES PHONE: 23054233500 EMAIL: EDORCHIES@AQUARELLE-CLOTHING.COM	TRADE DEBTS		\$1,630,000		\$1,630,000
15	TOP GENUINE, LLC PO BOX 50001 PASADENA, CA 91105	CONTACT: RAY TOLLES PHONE: 213-479-3000 EMAIL: RAY.TOLLES@GMAIL.COM	TRADE DEBTS		\$1,567,000		\$1,567,000
16	KENNETH COLE PRODUCTION/ROYALTIES/ADVE RT 400 PLAZA DRIVE SECAUCUS, NJ 07094	CONTACT: KENNETH COLE PHONE: 914-806-2323 EMAIL: KENNETH@KENNETHCOLE.COM	ROYALTIES		\$1,464,000		\$1,464,000
17	CASS INFORMATION SYSTEMS INC. P.O. BOX 17617 ST.LOUIS, MO 63178	CONTACT: DEREK PANO PHONE: 978-323-6567 EMAIL: DAPANO@CASSINFO.COM	TRADE DEBTS		\$1,461,000		\$1,461,000
18	AT&T P.O. BOX 5019 CAROL STREAM, IL 60197-5019	CONTACT: CHARLES KEETON PHONE: 281-797-1882 EMAIL: CK6861@ATT.COM	UTILITY		\$1,361,000		\$1,361,000

	Name of creditor and complete mailing address, including zip code	Name, telephone number and email address of creditor contact	Nature of claim (for example, trade debts, bank loans, professional services, and government contracts)	Indicate if claim is contingent, unliquidated, or disputed	Amount of claim		
					If the claim is fully unsecured, fill in only unsecured claim amount. If claim is partially secured, fill in total claim amount and deduction for value of collateral or setoff to calculate unsecured claim.		
					Total claim, if partially secured	Deduction for value of collateral or setoff [1]	Unsecured Claim
19	PT UNGARAN SARI GARMENTS KUNINGAN CITY (AXA TOWER), 41ST FLOOR JL. PROF. DR.SATRIO JAKARTA, 12940 IND	CONTACT: MANISH VIRMANI PHONE: 628111045222 EMAIL: MANISH.VIRMANI@BUSANAGROUP.COM	TRADE DEBTS		\$1,205,000		\$1,205,000
20	JIANGSU SUNSHINE CO. LTD./ FABRIC WIRE XINQIAO TOWN,UIANGYIN CITY JIANGSU PROVINCE 214426, CHN	CONTACT: LIPING PHONE: 760-224-7532 EMAIL: LIPINGHECN@YAHOO.COM	TRADE DEBTS		\$914,000		\$914,000
21	HCL TECHNOLOGIES LTD 806 SIDDHARTH 96 NEHRU PLACE NEW DEHLI, 110-0119 IND	CONTACT: TRACY DECICCO PHONE: 303-570-3801 EMAIL: TRACY.DECICCO@HCL.COM	TRADE DEBTS		\$875,000		\$875,000
22	STAPLES PO BOX 70242 PHILADELPHIA, PA 19176-0242	PHONE: 877-826-7755	TRADE DEBTS		\$823,000		\$823,000
23	CT CORPORATION PO BOX 4349 CAROL STREAM, IL 60197-4349	CONTACT: BONNUS SMITH PHONE: 713-882-8566 EMAIL: BONNIE.SMITH@WOLTERSKLUWER.COM	TRADE DEBTS		\$812,000		\$812,000
24	FABIAN COUTURE GROUP 205C CHUBB AVENUE LYNDHURST, NJ 07071	CONTACT: ALLAN WEISS PHONE: 201-248-3562 EMAIL: AAJWEISS@AOL.COM	TRADE DEBTS		\$805,000		\$805,000
25	FLORSHEIM SHOE CO. 7734 SOLUTION CENTER CHICAGO, IL 60677-7007	CONTACT: JOHN FLORSHEIM PHONE: 414-908-1889 EMAIL: JFLORSHEIM@WEYCOGROUP.COM	TRADE DEBTS		\$784,000		\$784,000
26	CAULFEILD APPAREL GROUP LTD 1400 WHITEHORSE RD TORONTO, ON M3J3A7 CAN	CONTACT: MARIO TOMEI PHONE: 416-720-5984 EMAIL: MARIOT@CAULFEILD	TRADE DEBTS		\$782,000		\$782,000
27	TRANSPACIFIC INC. C/O TRANSPACIFIC P.O. BOX 75359 CHICAGO, IL 60675-5359	CONTACT: NING ZHOA PHONE: 917-886-9518 EMAIL: NING@MORETTISHOE.COM	TRADE DEBTS		\$776,000		\$776,000
28	MM FASHION AND DESIGN INC 9202 CHARLES SMITH AVENUE RANCHO CUCAMONGA, CA 91730	CONTACT: ANGEL MARTINEZ PHONE: 909-720-8661 EMAIL: ANGEL@MMFASHIONINC.COM	TRADE DEBTS		\$742,000		\$742,000
29	BLDG MANAGEMENT CO., INC. / 7101 417 FIFTH AVENUE, 4TH FLOOR NEW YORK, NY 10016	CONTACT: SARA FONTANET PHONE: 212-624-4337 EMAIL: SFONTANET@BLDG.COM	RENT		\$703,000		\$703,000
30	SITUS ASSET MANAGEMENT, LLC / #220 C/O BTR HAMPSTEAD, LLC SIGNATURE BANK NEWARK, NJ 07101-8084	CONTACT: ANGELA BALDWIN PHONE: 410-844-3906 EMAIL: ABALDWIN@BTRCAPITALGROUP.COM	RENT		\$701,000		\$701,000

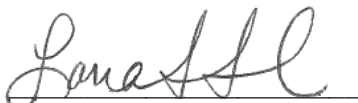
TAILORED BRANDS WORLDWIDE PURCHASING CO.

In lieu of a meeting of directors, the call and notice of which is hereby expressly waived, the directors of the Company do hereby consent to the adoption of and adopt the resolutions set forth on Annex A attached hereto as the written resolutions of all of the directors of the above-named company (the "Company") passed in accordance with the Company's articles of association.

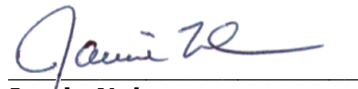
This consent may be executed in counterparts, each of which shall be deemed an original, and all of which taken together shall constitute one instrument. A copy of this consent signed and delivered by telecopy, facsimile or other electronic transmission shall be considered an original, executed consent.

Signatures:

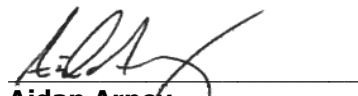
Signed by all of the directors of the Company


Laura Ann Smith

Date: 2 August 2020


Jamie Nelson

Date: 2 August 2020


Aidan Arney

Date: 2 August 2020

ANNEX A

1. Restructuring Support Agreement

WHEREAS, the board of directors (the "Governing Body") of Tailored Brands Worldwide Purchasing Co. (the "Company") has reviewed and considered (i) the recommendation by the Board of Directors of Tailored Brands, Inc. (the "Board") and the authorized officers and representatives of Tailored Brands, Inc. ("Management") that the Company enter into that certain restructuring support agreement (in such form as authorized and executed by any Authorized Officer (as defined below), with such authorization as evidenced by the execution and delivery by any such Authorized Signatory, the "Restructuring Support Agreement"), (ii) the presentations by the Advisors regarding the liabilities and liquidity of the Company, the strategic alternatives available to the Company, and the impact of the foregoing on the Company's business, (iii) the information and advice previously provided to and reviewed by the Governing Body, the Board, and Management, and (iv) the related matters reported on at meetings of the Governing Body and the Board;

WHEREAS, the Governing Body has had the opportunity to consult with Management and the Board and the financial, restructuring, and legal advisors described in Section 4 herein (collectively, the "Advisors") and fully consider each of the strategic alternatives available to the Company;

WHEREAS, Management is continuing to negotiate the Restructuring Support Agreement with the Company's stakeholders, with the terms of such Restructuring Support Agreement to be substantially consistent with the terms set forth in the presentations by Management; and

WHEREAS, the Restructuring Support Agreement provides that it can be terminated if the Governing Body determines, after consulting with counsel, that proceeding with any of the restructuring transactions contemplated by the Restructuring Support Agreement would be inconsistent with applicable law or the Governing Body's fiduciary duties.

NOW, THEREFORE, BE IT RESOLVED, that it is desirable and in the best interests the Company, its stakeholders, its creditors, and other parties in interest, to enter into the Restructuring Support Agreement, and that the Company's performance of its obligations under the Restructuring Support Agreement, and all other exhibits, schedules, attachments, and ancillary documents or agreements related thereto, hereby is, in all respects, authorized and approved;

FURTHER RESOLVED, that Management is hereby authorized and directed to take all actions necessary or advisable to negotiate and finalize the Restructuring Support Agreement and, subject to receiving sufficient consents from the Consenting Term Loan Lenders (as defined in the Restructuring Support Agreement), enter into and perform under the Restructuring Support Agreement, and the restructuring contemplated thereunder; and

FURTHER RESOLVED, that the directors of the Company and any other person designated by the Governing Body (collectively, the "Authorized Officers") shall be, and each of them individually hereby is, authorized for and on behalf of the Company to take all actions (including, without limitation, to negotiate and execute any agreements, documents, certificates, supplemental agreements and instruments) necessary or advisable to finalize the Restructuring Support Agreement and, subject to receiving sufficient consents from the Consenting Term Loan Lenders (as defined in the Restructuring Support Agreement), to enter into the Restructuring Support Agreement, and to perform all the transactions contemplated thereby, that in the judgment of the applicable Authorized Officers, are necessary or appropriate to effectuate and carry out the purposes and intent of the foregoing resolutions (such determination to be conclusively evidenced by the taking of such action or execution thereof).

2. Chapter 11 Filing

WHEREAS, the Governing Body has considered certain materials presented by Management and the Advisors, including, but not limited to, materials regarding the liabilities and obligations of the Company, its liquidity, strategic alternatives available to it, and the effect of the foregoing on the Company's business, and has had adequate opportunity to consult such persons regarding the materials presented, obtain additional information, and to fully consider each of the strategic alternatives available to the Company; and

WHEREAS, the Governing Body has had the opportunity to consult with Management, the Board, and the Advisors and consider each of the strategic alternatives available to the Company.

NOW, THEREFORE, BE IT RESOLVED, that in the judgment of the Governing Body, it is desirable and in the best interests of the Company, its creditors, and other parties in interest, that the Company shall be, and hereby is, authorized to file, or cause to be filed, a voluntary petition for relief (such voluntary petition, and the voluntary petitions to be filed by the Company's affiliates, collectively, the "Chapter 11 Cases") under the provisions of chapter 11 of title 11 of the United States Code (the "Bankruptcy Code") in the United States Bankruptcy Court for the Southern District of Texas (the "Bankruptcy Court") and any other petition for relief or recognition or other order that may be desirable under applicable law; and

FURTHER RESOLVED, that the Authorized Officers, acting alone or with one or more other Authorized Officers of the Company be, and each of them hereby is authorized, empowered, and directed to execute and file on behalf of the Company all petitions, schedules, lists, and other motions, objections, replies, applications, papers, or documents as necessary or advisable to commence the Chapter 11 Cases and obtain chapter 11 relief, and to take any and all actions that they deem necessary or proper to obtain such relief, including, without limitation, any action necessary to maintain the ordinary course operation of the Company's business.

3. Senior Secured Super-Priority Debtor-In-Possession Credit Agreement

WHEREAS, TAILORED BRANDS, INC., a Texas corporation, THE MEN'S WEARHOUSE, INC., a Texas corporation, as debtor and debtor-in-possession, each of the other U.S. Subsidiary Borrowers from time to time party thereto (each of the foregoing, individually, as a "U.S. Borrower" and, collectively, as the "U.S. Borrowers"), MOORES THE SUIT PEOPLE CORP., a Nova Scotia unlimited liability company (the "Canadian Borrower" and, together with the U.S. Borrowers, the "Borrowers"), the Canadian Guarantors from time to time party thereto, the Lenders from time to time party thereto, JPMORGAN CHASE BANK, N.A., as Administrative Agent ("U.S. Agent"), and JPMORGAN CHASE BANK, N.A. TORONTO BRANCH, as Canadian Administrative Agent ("Canadian Agent"; together with the U.S. Agent, the "Agents"), propose to enter into that certain SENIOR SECURED SUPER-PRIORITY DEBTOR-IN-POSSESSION CREDIT AGREEMENT dated as of the date hereof (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "DIP Credit Agreement");

WHEREAS, the obligation of the Lenders to make Loans to the Borrowers under the DIP Credit Agreement is subject to the Company having satisfied certain conditions described in the DIP Credit Agreement and the other Loan Documents (as defined below) to which it is a party;

WHEREAS, the DIP Credit Agreement requires the Company to guaranty and to grant a security interest to secure the obligations under the Loan Documents; and

WHEREAS, the Company will obtain benefits from the Loans made to the Borrowers under the DIP Credit Agreement.

NOW, THEREFORE, BE IT RESOLVED, that the form, terms and provisions of each of the instruments and documents listed below (collectively, the "Loan Documents"), substantially in the form received by the undersigned and the Company's execution, delivery and performance of its obligations

under the Loan Documents, including without limitation the grant of security interests under the Loan Documents, and, any borrowings or guaranty therewith, be, and hereby are, in all respects, approved:

- a) any promissory note executed by the Companies in connection with the DIP Credit Agreement;
- b) any fee letter in connection with the DIP Credit Agreement;
- c) any Collateral Document in connection with the DIP Credit Agreement;
- d) any intellectual property security agreement in connection with the DIP Credit Agreement;
- e) the Interim Order;
- f) the Final Order;
- g) the Intercreditor Agreement;
- h) the Intercompany Subordination Agreement;
- i) the Intercreditor Acknowledgement;
- j) any commitment letter in connection with the DIP Credit Agreement;
- k) any guarantee in connection with the DIP Credit Agreement;
- l) any assignment documents, security agreements, notices, financing statements, tax affidavits, and other instruments as the Agents and/or the Lenders may reasonably request or as may be necessary or appropriate to create, preserve and perfect the Liens of Agents and/or the Lenders required pursuant to the Loan Documents to be created in the Collateral;
- m) agreements with third parties (including, without limitation, bank agency agreements, lockbox agreements, cash management agreements, hedge agreements, control agreements, landlord agreements, Collateral Access Agreements, bailee letters, and warehouse letters) relating to the Collateral; and
- n) such other Loan Documents (as defined in the DIP Credit Agreement), agreements, documents, Orders, pledges, powers of attorney, instruments, letters of credit, acknowledgements, statements, paper, certificates and other documents and instruments, including any interest rate swaps, caps, collars or similar hedging agreement and any financing statements (or amendments thereto) that may be contemplated by, or as may be required by or executed in connection with any of the Loan Documents.

FURTHER RESOLVED, that the Authorized Officers, acting alone or with one or more other Authorized Officers be, and hereby is, authorized and empowered to execute and deliver, and perform all of the obligations and the transactions contemplated under each of the Loan Documents in the name and on behalf of the Company, with such changes therein as shall be approved by the Authorized Officer executing the same, with such execution by said Authorized Officer to constitute conclusive evidence of his or her approval of the terms thereof, including any departures therein from the form presented to the Governing Body;

FURTHER RESOLVED, that any person dealing with an Authorized Officer may conclusively rely upon the authority of such Authorized Officer by the execution of a document or agreement;

FURTHER RESOLVED, that the Company will obtain benefits from the loans made to the Company under the DIP Credit Agreement and the other Loan Documents which are necessary and convenient to the conduct, promotion and attainment of the business of the Company;

FURTHER RESOLVED, that the incurrence by the Company of the borrowings and obligations under the Loan Documents is hereby authorized and approved in all respects and the transactions contemplated by the Loan Documents are approved in all respects;

FURTHER RESOLVED, that each of the Authorized Officers be, and hereby is, authorized and empowered to take all actions or to not take any action in the name of the Company with respect to the transactions contemplated by these resolutions as the sole shareholder or sole member, of each direct or indirect subsidiary of the Company, if any, whether existing now or in the future, in each case, as such Authorized Officer shall deem necessary or desirable in such Authorized Officer's reasonable business judgment, including without limitation the authorization of resolutions and agreements necessary to authorize the execution, delivery and performance pursuant to the DIP Credit Agreement or any of the Loan Documents (including certificates, affidavits, financing statements, notices, reaffirmations and amendments and restatements thereof or relating thereto) as may be necessary or convenient to effectuate the purposes of the transactions contemplated herein;

FURTHER RESOLVED, that the Company be and it hereby is, authorized and directed to grant the Liens and security interests with respect to all or substantially all of its assets contemplated and as and when required by the Collateral Documents and the other Loan Documents in favor of the Agents and/or the Lenders to secure the Obligations (and any renewals, increases, extension for any period of rearrangement thereof) and to provide the guarantees contemplated in the Loan Documents;

FURTHER RESOLVED, that the Agents are authorized to file or record financing statements and other filing or recording documents or instruments with respect to the Collateral without the signature of the Company in such form and substance and in such offices as the Agents determine appropriate to continue to perfect the security interests of the Agents for the benefit of the Lenders under the DIP Credit Agreement and the other Loan Documents, as appropriate, and the Agents are authorized to use the collateral description "all or substantially all personal property assets of the Debtor, whether now existing or hereafter arising" or any similar description in any such financing statements;

FURTHER RESOLVED, that the Company be, and hereby is, authorized to guaranty the payment in full and performance of all Obligations, to the extent applicable, of its direct or indirect subsidiaries;

FURTHER RESOLVED, that any specific resolutions that may be required to have been adopted by the Company in connection with the actions contemplated by the foregoing resolutions be, and they hereby are, adopted, and the Authorized Officers of the Company be, and each of them acting alone hereby is authorized to certify as to the adoption of any and all such resolutions and attach such resolutions hereto;

FURTHER RESOLVED, that the omission from these resolutions of any agreement, document or other arrangement contemplated by any of the agreements, documents or instruments described in the foregoing resolutions or any action to be taken in accordance with any requirement of any of the agreements, documents, or instruments described in the foregoing resolutions shall in no manner derogate from the authority of the Authorized Officers, or any officer of the Company acting at their direction, to take all actions necessary, desirable, advisable or appropriate to consummate, effectuate carry out or further the transactions contemplated by, and the intent and purposes of, the foregoing resolutions;

FURTHER RESOLVED, that each of the Authorized Officers be, and hereby is, authorized and empowered to take all such further actions including, without limitation, to pay all fees, (including without limitation, the fees under the Fee Letters and expenses in accordance with the terms of the Loan Documents), to arrange for and enter into supplemental agreements, instruments, amendments, amendment and restatements, modifications, renewals, replacements, consolidations, substitutions, extensions, certificates or documents relating to the transactions contemplated by any of the Loan Documents and to execute and deliver all such supplemental agreements, instruments, amendments, amendment and restatements, modifications, renewals, replacements, consolidations, substitutions, extensions, certificates or documents in the name and on behalf of the Company, which shall in their sole judgment be necessary, proper or advisable in order to perform the Company's obligations under

or in connection with any of the Loan Documents and the transactions contemplated therein, and to carry out fully the intent of the foregoing resolution. The performance of any such further act and the execution of any such document or instrument by any of the aforesaid Authorized Officers of the Company pursuant to these resolutions shall be conclusive evidence that the same have been authorized and approved by the Company in every respect;

FURTHER RESOLVED, that all acts and actions taken by any Authorized Officer prior to the date hereof with respect to the transactions contemplated by the Loan Documents (as defined in the DIP Credit Agreement), and any and all agreements, instruments, certificates or documents heretofore executed be, and hereby are, in all respects confirmed, approved and ratified; and

FURTHER RESOLVED, that all initially capitalized terms used in the resolutions under the caption "SENIOR SECURED SUPER-PRIORITY DEBTOR-IN-POSSESSION CREDIT AGREEMENT" and otherwise without definition shall have the meanings ascribed to them in the DIP Credit Agreement.

4. Retention of Professionals

NOW, THEREFORE, BE IT RESOLVED that each of the Authorized Officers be, and they hereby are, authorized and directed to employ the following professionals on behalf of the Company: (i) the law firm of Kirkland & Ellis LLP and Kirkland & Ellis International LLP, as general bankruptcy counsel, (ii) the law firm of Jackson Walker L.L.P., as co-bankruptcy counsel, (iii) the law firm of Stikeman Elliot LLP, as co-bankruptcy counsel, (iv) the law firm of Mourant Ozannes, as co-bankruptcy counsel, (v) PJT Partners LP, as financial advisor, (vi) AlixPartners, LLP, as restructuring advisor, (vii) Prime Clerk LLC, as notice and claims agent, (viii) A&G Realty Partners, LLC, as a real estate consultant and advisor, and (ix) any other legal counsels, accountants, financial advisors, restructuring advisors or other professionals the Authorized Officers deem necessary, appropriate or advisable; each to represent and assist the Company in carrying out its duties and responsibilities and exercising its rights under the Bankruptcy Code and applicable law (including, but not limited to, the law firms filing any pleadings and responses); and in connection therewith, each of the Authorized Officers be, and hereby is authorized, empowered and directed, in accordance with the terms and conditions hereof, to execute appropriate retention agreements and to cause to be filed appropriate applications for authority to reach such services; and

FURTHER RESOLVED, that all acts and deeds previously performed by any of the officers of the Authorized Officers, as may be applicable, prior to the adoption of the foregoing recitals and resolutions that are within the authority conferred by the foregoing recitals and resolutions, are hereby ratified, confirmed and approved in all respects as the authorized acts and deeds of the Authorized Officers, as the case may be.

5. General

NOW, THEREFORE, BE IT RESOLVED, that in addition to the specific authorizations heretofore conferred upon the Authorized Officers, each of the Authorized Officers (and their designees and delegates) be, and they hereby are, authorized and empowered, in the name of and on behalf of the Company, to take or cause to be taken any and all such other and further action to: execute, acknowledge, deliver, and file any and all such agreements, certificates, instruments, and other documents; and pay all expenses, including but not limited to filing fees, in each case as in such officer's or officers' judgment, shall be necessary, advisable, or desirable to fully carry out the intent and accomplish the purposes of the resolutions adopted herein;

FURTHER RESOLVED, that the Governing Body has received sufficient notice of the actions and transactions relating to the matters contemplated by the foregoing resolutions, as may be required by the organizational documents of the Company, or hereby waive any right to have received such notice;

FURTHER RESOLVED, that all acts, actions and transactions relating to the matters contemplated by the foregoing resolutions done in the name of and on behalf of the Company, which acts would have been approved by the foregoing resolutions except that such acts were taken before the adoption of these resolutions, are hereby in all respects approved and ratified as the true acts and deeds of the Company

with the same force and effect as if each such act, transaction, agreement or certificate has been specifically authorized in advance by resolution of the Governing Body; and

FURTHER RESOLVED, that each of the Authorized Officers (and their designees and delegates) be and hereby is authorized and empowered to take all actions or to not take any action in the name of the Company with respect to the transactions contemplated by these resolutions hereunder, as such Authorized Officers shall deem necessary or desirable in such Authorized Officer's reasonable judgment as may be necessary or convenient to effectuate the purposes of the transactions contemplated herein.

Fill in this information to identify the case and this filing:	
Debtor Name	Tailored Brands Worldwide Purchasing Co.
United States Bankruptcy Court for the:	Southern District of Texas
Case number (If known):	(State)

Official Form 202**Declaration Under Penalty of Perjury for Non-Individual Debtors**

12/15

An individual who is authorized to act on behalf of a non-individual debtor, such as a corporation or partnership, must sign and submit this form for the schedules of assets and liabilities, any other document that requires a declaration that is not included in the document, and any amendments of those documents. This form must state the individual's position or relationship to the debtor, the identity of the document, and the date. Bankruptcy Rules 1008 and 9011.

WARNING -- Bankruptcy fraud is a serious crime. Making a false statement, concealing property, or obtaining money or property by fraud in connection with a bankruptcy case can result in fines up to \$500,000 or imprisonment for up to 20 years, or both. 18 U.S.C. §§ 152, 1341, 1519, and 3571.

Declaration and signature

I am the president, another officer, or an authorized agent of the corporation; a member or an authorized agent of the partnership; or another individual serving as a representative of the debtor in this case.

I have examined the information in the documents checked below and I have a reasonable belief that the information is true and correct:

- ☐ *Schedule A/B: Assets-Real and Personal Property (Official Form 206A/B)*
- ☐ *Schedule D: Creditors Who Have Claims Secured by Property (Official Form 206D)*
- ☐ *Schedule E/F: Creditors Who Have Unsecured Claims (Official Form 206E/F)*
- ☐ *Schedule G: Executory Contracts and Unexpired Leases (Official Form 206G)*
- ☐ *Schedule H: Codebtors (Official Form 206H)*
- ☐ *Summary of Assets and Liabilities for Non-Individuals (Official Form 206Sum)*
- ☐ *Amended Schedule*
- ☒ *Chapter 11 or Chapter 9 Cases: List of Creditors Who Have the 30 Largest Unsecured Claims and Are Not Insiders (Official Form 204)*
- ☒ Other document that requires a declaration **List of Equity Security Holders and Corporate Ownership Statement**

I declare under penalty of perjury that the foregoing is true and correct.

Executed on

08/02/2020
MM/ DD/YYYY

☒ /s/ Holly Etlin

Signature of individual signing on behalf of debtor

Holly Etlin
Printed name

Chief Restructuring Officer
Position or relationship to debtor

TAB M

Voluntary Petition of Tailored Brands, Inc.

Fill in this information to identify the case:

United States Bankruptcy Court for the:

Southern District of Texas

(State)

Case number (if known):

Chapter

11☐ Check if this is an amended filing**Official Form 201****Voluntary Petition for Non-Individuals Filing for Bankruptcy**

04/20

If more space is needed, attach a separate sheet to this form. On the top of any additional pages, write the debtor's name and the case number (if known). For more information, a separate document, *Instructions for Bankruptcy Forms for Non-Individuals*, is available.

1. Debtor's Name Tailored Brands, Inc.

2. All other names debtor used in the last 8 years _____

Include any assumed names, trade names, and *doing business as* names

3. Debtor's federal Employer Identification Number (EIN) 47-4908760

4. Debtor's address **Principal place of business** **Mailing address, if different from principal place of business**

6100 Stevenson Boulevard

Number Street

Number Street

P.O. Box

Fremont, California 94538

City State Zip Code

City State Zip Code

Location of principal assets, if different from principal place of business

Alameda County

County

Number Street

City State Zip Code

5. Debtor's website (URL) https://www.tailoredbrands.com/

6. Type of debtor

☒ Corporation (including Limited Liability Company (LLC) and Limited Liability Partnership (LLP))

☐ Partnership (excluding LLP)

☐ Other. Specify: _____

Debtor Tailored Brands, Inc.
Name

Case number (if known) _____

7. Describe debtor's business**A. Check One:**

- ☐ Health Care Business (as defined in 11 U.S.C. § 101(27A))
- ☐ Single Asset Real Estate (as defined in 11 U.S.C. § 101(51B))
- ☐ Railroad (as defined in 11 U.S.C. § 101(44))
- ☐ Stockbroker (as defined in 11 U.S.C. § 101(53A))
- ☐ Commodity Broker (as defined in 11 U.S.C. § 101(6))
- ☐ Clearing Bank (as defined in 11 U.S.C. § 781(3))
- ☒ None of the above

B. Check all that apply:

- ☐ Tax-exempt entity (as described in 26 U.S.C. § 501)
- ☐ Investment company, including hedge fund or pooled investment vehicle (as defined in 15 U.S.C. § 80a-3)
- ☐ Investment advisor (as defined in 15 U.S.C. § 80b-2(a)(11))

C. NAICS (North American Industry Classification System) 4-digit code that best describes debtor. See <http://www.uscourts.gov/four-digit-national-association-naics-codes> .
4481 (Clothing Stores)

8. Under which chapter of the Bankruptcy Code is the debtor filing?**Check One:**

- ☐ Chapter 7
- ☐ Chapter 9
- ☒ Chapter 11. *Check all that apply:*

A debtor who is a "small business debtor" must check the first sub-box. A debtor as defined in § 1182(1) who elects to proceed under subchapter V of chapter 11 (whether or not the debtor is a "small business debtor") must check the second sub-box.

- ☐ The debtor is a small business debtor as defined in 11 U.S.C. § 101(51D), and its aggregate noncontingent liquidated debts (excluding debts owed to insiders or affiliates) are less than \$2,725,625. If this sub-box is selected, attach the most recent balance sheet, statement of operations, cash-flow statement, and federal income tax return or if any of these documents do not exist, follow the procedure in 11 U.S.C. § 1116(1)(B).
- ☐ The debtor is a debtor as defined in 11 U.S.C. § 1182(1). Its aggregate noncontingent liquidated debts (excluding debts owed to insiders or affiliates) are less than \$7,500,000 **and it chooses to proceed under Subchapter V of Chapter 11.** If this sub-box is selected, attach the most recent balance sheet, statement of operations, cash-flow statement, and federal income tax return or if any of these documents do not exist, follow the procedure in 11 U.S.C. § 1116(1)(B).
- ☐ A plan is being filed with this petition.
- ☐ Acceptances of the plan were solicited prepetition from one or more classes of creditors, in accordance with 11 U.S.C. § 1126(b).
- ☒ The debtor is required to file periodic reports (for example, 10K and 10Q) with the Securities and Exchange Commission according to § 13 or 15(d) of the Securities Exchange Act of 1934. File the *Attachment to Voluntary Petition for Non-Individuals Filing for Bankruptcy under Chapter 11* (Official Form 201A) with this form.
- ☐ The debtor is a shell company as defined in the Securities Exchange Act of 1934 Rule 12b-2.

☐ Chapter 12**9. Were prior bankruptcy cases filed by or against the debtor within the last 8 years?**

☒ No District _____ When _____ Case number _____

☐ Yes. District _____ When _____ Case number _____

Debtor Tailored Brands, Inc. Case number (if known) _____
 Name _____

10. Are any bankruptcy cases pending or being filed by a business partner or an affiliate of the debtor? ☐ No ☒ Yes. Debtor See Rider 1 Relationship Affiliate
 List all cases. If more than 1, attach a separate list. District Southern District of Texas When 08/02/2020
 Case number, if known MM / DD / YYYY

11. Why is the case filed in this district? Check all that apply:
☒ Debtor has had its domicile, principal place of business, or principal assets in this district for 180 days immediately preceding the date of this petition or for a longer part of such 180 days than in any other district.
☐ A bankruptcy case concerning debtor's affiliate, general partner, or partnership is pending in this district.

12. Does the debtor own or have possession of any real property or personal property that needs immediate attention? ☒ No.
☐ Yes. Answer below for each property that needs immediate attention. Attach additional sheets if needed.
Why does the property need immediate attention? (Check all that apply.)

- ☐ It poses or is alleged to pose a threat of imminent and identifiable hazard to public health or safety.
 What is the hazard?
☐ It needs to be physically secured or protected from the weather.
☐ It includes perishable goods or assets that could quickly deteriorate or lose value without attention (for example, livestock, seasonal goods, meat, dairy, produce, or securities-related assets or other options).
☐ Other

Where is the property?

Number Street
 City State Zip Code

Is the property insured?

- ☐ No
☐ Yes. Insurance agency _____
 Contact name _____
 Phone _____

Statistical and administrative information

13. Debtor's estimation of available funds Check one:
☒ Funds will be available for distribution to unsecured creditors.
☐ After any administrative expenses are paid, no funds will be available for distribution to unsecured creditors.

14. Estimated number of creditors¹

☐ 1-49	☐ 1,000-5,000	☒ 25,001-50,000
☐ 50-99	☐ 5,001-10,000	☐ 50,001-100,000
☐ 100-199	☐ 10,001-25,000	☐ More than 100,000
☐ 200-999		

¹ The Debtors' estimated assets, liabilities, and number of creditors noted here are provided on a consolidated basis.

Debtor Tailored Brands, Inc. Case number (if known) _____
 Name _____

15. Estimated assets

☐ \$0-\$50,000	☐ \$1,000,001-\$10 million	☐ \$500,000,001-\$1 billion
☐ \$50,001-\$100,000	☐ \$10,000,001-\$50 million	☒ \$1,000,000,001-\$10 billion
☐ \$100,001-\$500,000	☐ \$50,000,001-\$100 million	☐ \$10,000,000,001-\$50 billion
☐ \$500,001-\$1 million	☐ \$100,000,001-\$500 million	☐ More than \$50 billion

16. Estimated liabilities

☐ \$0-\$50,000	☐ \$1,000,001-\$10 million	☐ \$500,000,001-\$1 billion
☐ \$50,001-\$100,000	☐ \$10,000,001-\$50 million	☒ \$1,000,000,001-\$10 billion
☐ \$100,001-\$500,000	☐ \$50,000,001-\$100 million	☐ \$10,000,000,001-\$50 billion
☐ \$500,001-\$1 million	☐ \$100,000,001-\$500 million	☐ More than \$50 billion

Request for Relief, Declaration, and Signatures

WARNING -- Bankruptcy fraud is a serious crime. Making a false statement in connection with a bankruptcy case can result in fines up to \$500,000 or imprisonment for up to 20 years, or both. 18 U.S.C. §§ 152, 1341, 1519, and 3571.

17. Declaration and signature of authorized representative of debtor

The debtor requests relief in accordance with the chapter of title 11, United States Code, specified in this petition.

I have been authorized to file this petition on behalf of the debtor.

I have examined the information in this petition 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 08/02/2020
 MM/ DD / YYYY

X /s/ Holly Etlin Holly Etlin
 Signature of authorized representative of debtor Printed name

Title Chief Restructuring Officer

18. Signature of attorney **X** /s/ Matthew D. Cavanaugh Date 08/02/2020
 Signature of attorney for debtor MM/ DD/YYYY

Matthew D. Cavanaugh
 Printed name

Jackson Walker L.L.P.
 Firm name

1401 McKinney Street, Suite 1900
 Number Street

Houston Texas 77010
 City State ZIP Code

(713) 752-4200 mcavanaugh@jw.com
 Contact phone Email address

24062656 Texas
 Bar number State

Official Form 201A (12/15)

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

In re:	)	
	)	Chapter 11
TAILORED BRANDS, INC.,	)	Case No. 20-_____ ()
	)	
Debtor.	)	
	)	

Attachment to Voluntary Petition for Non-Individuals Filing for Bankruptcy under Chapter 11

1.If any of the debtor's securities are registered under Section 12 of the Securities Exchange Act of 1934, the SEC file number is 1-16097

2.The following financial data is the latest available information and refers to the debtor's condition on July 4, 2020

(a) Total assets	\$	<u>2,482,124,043</u>	
(b) Total debts (including debts listed in 2.c., below)	\$	<u>2,839,642,691</u>	
(c) Debt securities held by more than 500 holders		<u>See comment</u>	
			Approximate number of holders:
secured ☐ unsecured ☐ subordinated ☐	\$		<u>See comment</u>
secured ☐ unsecured ☐ subordinated ☐	\$		<u>See comment</u>
secured ☐ unsecured ☐ subordinated ☐	\$		<u>See comment</u>
secured ☐ unsecured ☐ subordinated ☐	\$		<u>See comment</u>
secured ☐ unsecured ☐ subordinated ☐	\$		<u>See comment</u>
(d) Number of shares of preferred stock			<u>N/A</u>
(e) Number of shares of common stock ¹			<u>51,236,719</u>

Comments, if any: Tailored Brands, Inc. does not and cannot know the precise number of beneficial holders of any of the debt securities it has issued and does not believe that any such securities are held by more than 500 holders.

3.Brief description of debtor's business: Tailored Brands, Inc. is a leading omni-channel specialty retailer of menswear, including suits, formalwear and a broad selection of business casual offerings. Tailored Brands, Inc. operate approximately 1,400 stores through the United States and Canada through their 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, Tailored Brands, Inc. and its subsidiaries operate 1,274 stores across the United States and 125 stores in Canada, where customers experience the customer services of approximately 18,000 across the globe. Tailored Brands, Inc. also maintains a substantial online presence.

4.List the names of any person who directly or indirectly owns, controls, or holds, with power to vote, 5% or more of the voting securities of debtor²: The Vanguard Group, Inc. (6.679%)

¹ As of July 4, 2020, there were 51,236,719 common stock shares of the registrant issued and 48,899,867 outstanding shares.

² As of March, 31 2020.

Fill in this information to identify the case:

United States Bankruptcy Court for the:

Southern District of Texas

(State)

Case number (if known): _____

Chapter **11**☐ Check if this is an amended filing**Rider 1****Pending Bankruptcy Cases Filed by the Debtor and Affiliates of the Debtor**

On the date hereof, each of the entities listed below (collectively, the "Debtors") filed a petition in the United States Bankruptcy Court for the Southern District of Texas for relief under chapter 11 of title 11 of the United States Code. The Debtors have moved for joint administration of these cases under the case number assigned to the chapter 11 case of Tailored Brands, Inc.

Tailored Brands, Inc.
JA Apparel Corp.
Jos. A. Bank Clothiers, Inc.
Joseph Abboud Manufacturing Corp.
K&G Men's Company Inc.
Moores Retail Group Corp.
Moores The Suit People Corp.
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 Holding Limited
The Joseph A. Bank Mfg. Co., Inc.
The Men's Wearhouse, Inc.
TMW Merchants LLC

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

In re:

TAILORED BRANDS, INC.,

Debtor.

)
) Chapter 11
)
) Case No. 20-[●] ([●])
)
)
)

LIST OF EQUITY SECURITY HOLDERS¹

Debtor	Equity Holders	Address of Equity Holder	Percentage of Equity Held
Tailored Brands, Inc.	The Vanguard Group, Inc.	100 Vanguard Boulevard Malvern, Pennsylvania 19355	6.679%

¹ This list reflects holders of five percent or more of Tailored Brands, Inc.'s common stock. This list serves as the disclosure required to be made by the debtor pursuant to rule 1007 of the Federal Rules of Bankruptcy Procedure. All equity positions listed are as of the date of commencement of the chapter 11 case. By the *Debtors' Emergency Motion for Entry of an Order (I) Authorizing the Debtors to File a Consolidated List of Creditors and a Consolidated List of the 30 Largest Unsecured Creditors, (II) Waiving the Requirement to File a List of Equity Security Holders, (III) Authorizing the Debtors to Redact Certain Personal Identification Information, (IV) Approving the Form and Manner of Notifying Creditors of the Commencement of the Chapter 11 Cases and Other Information, and (V) Granting Related Relief* filed contemporaneously herewith, the debtor is requesting a waiver of the requirement under rule 1007 to file a list of all of its equity security holders.

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

In re: TAILORED BRANDS, INC., Debtor.	)))))))	Chapter 11 Case No. 20-[●] ([●])
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CORPORATE OWNERSHIP STATEMENT

Pursuant to rules 1007(a)(1) and 7007.1 of the Federal Rules of Bankruptcy Procedure, the following are corporations, other than a government unit, that directly or indirectly own 10% or more of any class of the debtor's equity interest:

Shareholder	Approximate Percentage of Shares Held
N/A	N/A

Fill in this information to identify the case:Debtor name Tailored Brands, Inc., et al.United States Bankruptcy Court for the: Southern District of Texas

Case number (If known): _____ (State)

☐ Check if this is an amended filing**Official Form 204****Chapter 11 or Chapter 9 Cases: List of Creditors Who Have the 30 Largest Unsecured Claims and Are Not Insiders**

12/15

A list of creditors holding the 30 largest unsecured claims must be filed in a Chapter 11 or Chapter 9 case. Include claims which the debtor disputes. Do not include claims by any person or entity who is an *insider*, as defined in 11 U.S.C. § 101(31). Also, do not include claims by secured creditors, unless the unsecured claim resulting from inadequate collateral value places the creditor among the holders of the 30 largest unsecured claims.

	Name of creditor and complete mailing address, including zip code	Name, telephone number and email address of creditor contact	Nature of claim (for example, trade debts, bank loans, professional services, and government contracts)	Indicate if claim is contingent, unliquidated, or disputed	Amount of claim		
					If the claim is fully unsecured, fill in only unsecured claim amount. If claim is partially secured, fill in total claim amount and deduction for value of collateral or setoff to calculate unsecured claim.		
					Total claim, if partially secured	Deduction for value of collateral or setoff [1]	Unsecured Claim
1	BANK OF NEW YORK MELLON TRUST COMPANY, N.A. 601 TRAVIS ST, 16TH FLOOR HOUSTON, TX 77002	CONTACT: LISA MCCANTS PHONE: 713-483-6752 EMAIL: LISA.MCCANTS@BNYMELLON.COM	SENIOR NOTES DUE 2022		\$179,916,000		\$179,916,000
2	ICON INTERNATIONAL INC LOCKBOX SERVICES 1487 DEPT 1487 350 N ORLEANS STREET STE 800 CHICAGO, IL 60654-1529	CONTACT: KATHLEEN CHOMIENNE PHONE: 203-388-1442 EMAIL: KCHOMIENNE@ICONINTERNATIONAL.COM	TRADE DEBTS		\$8,214,000		\$8,214,000
3	PEERLESS CLOTHING INC. 200 INDUSTRIAL PARK RD. SAINT ALBANS, VT 05478-1873	CONTACT: JOHN TIGHE PHONE: 469-500-8839 EMAIL: JOHNT@PEERLESS-CLOTHING.COM	TRADE DEBTS		\$8,115,000		\$8,115,000
4	ADOBE SYSTEMS INC 29322 NETWORK PLACE CHICAGO, IL 60673-1293	CONTACT: JEFFEREY YOUNG PHONE: 385-345-2280 EMAIL: JYOUNG@ADOBE.COM	TRADE DEBTS		\$7,047,000		\$7,047,000
5	WH BUYER, LLC DBA WHP GLOBAL 333 S GRAND AVENUE 28TH FLOOR LOS ANGELES, CA 90071	CONTACT: STEPHEN CONWELL PHONE: 646-518-8499 EMAIL: SCONWELL@WHP-GLOBAL.COM	ROYALTIES		\$5,781,000		\$5,781,000
6	ENGIE INSIGHT 1313 NORTH ATLANTIC, SUITE 5000 SPOKANE, WA 99201-2330	CONTACT: RICHARD COOMBE PHONE: 480-625-5055 EMAIL: RICHARD.COOMBE@ENGIE.COM	TRADE DEBTS		\$4,966,000		\$4,966,000

¹ The Debtors reserve the right to assert setoff and other rights with respect to any of the claims listed herein.

	Name of creditor and complete mailing address, including zip code	Name, telephone number and email address of creditor contact	Nature of claim (for example, trade debts, bank loans, professional services, and government contracts)	Indicate if claim is contingent, unliquidated, or disputed	Amount of claim If the claim is fully unsecured, fill in only unsecured claim amount. If claim is partially secured, fill in total claim amount and deduction for value of collateral or setoff to calculate unsecured claim.		
					Total claim, if partially secured	Deduction for value of collateral or setoff [1]	Unsecured Claim
7	MCKINSEY & COMPANY, INC. 3 WORLD TRADE CENTER 175 GREENWICH STREET NEW YORK, NY 10007	CONTACT: GENERAL COUNSEL OFFICE PHONE: 212-415-5372 EMAIL: KILLIAN_NOLAN@MCKINSEY.COM	PROFESSIONAL SERVICES		\$3,500,000		\$3,500,000
8	DAVID'S BRIDAL, INC. 1001 WASHINGTON ST. ASF MONTHLY INSTALLMENT CONSHOHOCKEN, PA 19428	CONTACT: JIM MARCUM PHONE: 603-455-5650 EMAIL: JMARCUM@DBI.COM	ROYALTIES		\$3,490,000		\$3,490,000
9	FLOW FORMAL ALLIANCE, LLC P.O. BOX 842683 BOSTON, MA 02284-2683	CONTACT: JEFF WEINTRAUB PHONE: 561-504-1846 EMAIL: LJTALALIEN@AOL.COM	TRADE DEBTS		\$3,203,000		\$3,203,000
10	PRODUCTOS TEXTILES 800 METROS CARRETERA A LA JUTOSA, ZONA LIBRE INHDELVA CHOLOMA CORTEZ, HND	CONTACT: JACOBO KATTAN PHONE: 50499785004 EMAIL: JACOBO.KATTAN@PROTEXSA.HN	TRADE DEBTS		\$2,786,000		\$2,786,000
11	PHILLIPS VAN HEUSEN CORP P.O. BOX 532513 ATLANTA, GA 30353-2513	CONTACT: ANN RALKO PHONE: 908-332-4698 EMAIL: ANN.RALKO@PVH.COM	TRADE DEBTS		\$2,668,000		\$2,668,000
12	VETEMENTS PEERLESS CLOTHING 8888 BOUL PIE 1X MONTREAL, QC H1Z 4J5 CAN	CONTACT: JOHN TIGHE PHONE: 469-500-8839 EMAIL: JOHNT@PEERLESS-CLOTHING.COM	TRADE DEBTS		\$2,224,000		\$2,224,000
13	GOOGLE, INC. DEPT 33654 P.O. BOX 39000 SAN FRANCISCO, CA 94139	CONTACT: RICH JONES PHONE: 650-862-1371 EMAIL: RJONES@GOOGLE.COM	TRADE DEBTS		\$1,841,000		\$1,841,000
14	LAGUNA CLOTHING(MAURITIUS)LTD BOUNDARY ROAD QUATRE BORNES, MUS	CONTACT: ERIC DORCHIES PHONE: 23054233500 EMAIL: EDORCHIES@AQUARELLE-CLOTHING.COM	TRADE DEBTS		\$1,630,000		\$1,630,000
15	TOP GENUINE, LLC PO BOX 50001 PASADENA, CA 91105	CONTACT: RAY TOLLES PHONE: 213-479-3000 EMAIL: RAY.TOLLES@GMAIL.COM	TRADE DEBTS		\$1,567,000		\$1,567,000
16	KENNETH COLE PRODUCTION/ROYALTIES/ADVERT 400 PLAZA DRIVE SECAUCUS, NJ 07094	CONTACT: KENNETH COLE PHONE: 914-806-2323 EMAIL: KENNETH@KENNETHCOLE.COM	ROYALTIES		\$1,464,000		\$1,464,000
17	CASS INFORMATION SYSTEMS INC. P.O. BOX 17617 ST. LOUIS, MO 63178	CONTACT: DEREK PANO PHONE: 978-323-6567 EMAIL: DAPANO@CASSINFO.COM	TRADE DEBTS		\$1,461,000		\$1,461,000
18	AT&T P.O. BOX 5019 CAROL STREAM, IL 60197-5019	CONTACT: CHARLES KEETON PHONE: 281-797-1882 EMAIL: CK6861@ATT.COM	UTILITY		\$1,361,000		\$1,361,000

	Name of creditor and complete mailing address, including zip code	Name, telephone number and email address of creditor contact	Nature of claim (for example, trade debts, bank loans, professional services, and government contracts)	Indicate if claim is contingent, unliquidated, or disputed	Amount of claim If the claim is fully unsecured, fill in only unsecured claim amount. If claim is partially secured, fill in total claim amount and deduction for value of collateral or setoff to calculate unsecured claim.		
					Total claim, if partially secured	Deduction for value of collateral or setoff [1]	Unsecured Claim
19	PT UNGARAN SARI GARMENTS KUNINGAN CITY (AXA TOWER), 41ST FLOOR JL. PROF. DR.SATRIO JAKARTA, 12940 IND	CONTACT: MANISH VIRMANI PHONE: 628111045222 EMAIL: MANISH.VIRMANI@BUSANAGROUP.COM	TRADE DEBTS		\$1,205,000		\$1,205,000
20	JIANGSU SUNSHINE CO. LTD./ FABRIC WIRE XINQIAO TOWN, UIANGYIN CITY JIANGSU PROVINCE 214426, CHN	CONTACT: LIPING PHONE: 760-224-7532 EMAIL: LIPINGHECN@YAHOO.COM	TRADE DEBTS		\$914,000		\$914,000
21	HCL TECHNOLOGIES LTD 806 SIDDHARTH 96 NEHRU PLACE NEW DEHLI, 110-0119 IND	CONTACT: TRACY DECICCO PHONE: 303-570-3801 EMAIL: TRACY.DECICCO@HCL.COM	TRADE DEBTS		\$875,000		\$875,000
22	STAPLES PO BOX 70242 PHILADELPHIA, PA 19176-0242	PHONE: 877-826-7755	TRADE DEBTS		\$823,000		\$823,000
23	CT CORPORATION PO BOX 4349 CAROL STREAM, IL 60197-4349	CONTACT: BONNUS SMITH PHONE: 713-882-8566 EMAIL: BONNIE.SMITH@WOLTERSKLUWER.COM	TRADE DEBTS		\$812,000		\$812,000
24	FABIAN COUTURE GROUP 205C CHUBB AVENUE LYNDHURST, NJ 07071	CONTACT: ALLAN WEISS PHONE: 201-248-3562 EMAIL: AAJWEISS@AOL.COM	TRADE DEBTS		\$805,000		\$805,000
25	FLORSHEIM SHOE CO. 7734 SOLUTION CENTER CHICAGO, IL 60677-7007	CONTACT: JOHN FLORSHEIM PHONE: 414-908-1889 EMAIL: JFLORSHEIM@WEYCOGROUP.COM	TRADE DEBTS		\$784,000		\$784,000
26	CAULFEILD APPAREL GROUP LTD 1400 WHITEHORSE RD TORONTO, ON M3J3A7 CAN	CONTACT: MARIO TOMEI PHONE: 416-720-5984 EMAIL: MARIOT@CAULFEILD	TRADE DEBTS		\$782,000		\$782,000
27	TRANSPACIFIC INC. C/O TRANSPACIFIC P.O. BOX 75359 CHICAGO, IL 60675-5359	CONTACT: NING ZHOA PHONE: 917-886-9518 EMAIL: NING@MORETTISHOE.COM	TRADE DEBTS		\$776,000		\$776,000
28	MM FASHION AND DESIGN INC 9202 CHARLES SMITH AVENUE RANCHO CUCAMONGA, CA 91730	CONTACT: ANGEL MARTINEZ PHONE: 909-720-8661 EMAIL: ANGEL@MMFASHIONINC.COM	TRADE DEBTS		\$742,000		\$742,000
29	BLDG MANAGEMENT CO., INC. / 7101 417 FIFTH AVENUE, 4TH FLOOR NEW YORK, NY 10016	CONTACT: SARA FONTANET PHONE: 212-624-4337 EMAIL: SFONTANET@BLDG.COM	RENT		\$703,000		\$703,000
30	SITUS ASSET MANAGEMENT, LLC / #220 C/O BTR HAMPSTEAD, LLC SIGNATURE BANK NEWARK, NJ 07101-8084	CONTACT: ANGELA BALDWIN PHONE: 410-844-3906 EMAIL: ABALDWIN@BTRCAPITALGROUP.COM	RENT		\$701,000		\$701,000

CERTIFICATE

The undersigned, A. Alexander Rhodes, Executive Vice President—General Counsel and Corporate Secretary of Tailored Brands, Inc., a Texas corporation (the “Company”), hereby certifies as follows:

1. I am the duly qualified and elected Corporate Secretary of the Company and, as such, I am familiar with the facts herein certified and I am duly authorized to certify the same on behalf of the Company.
2. Attached hereto is a true, complete, and correct copy of the resolution of the board of directors of the Company (the “Board”), duly adopted at a properly convened meeting of the Board on August 1, 2020, by the members constituting a majority of the votes of the quorum of the directors there present, in accordance with the bylaws of the Company.
3. Such resolution has not been amended, altered, annulled, rescinded, or revoked and is in full force and effect as of the date hereof. There exists no other subsequent resolution of the Board of the Company relating to the matters set forth in the resolution attached hereto.

IN WITNESS WHEREOF, the undersigned has executed this certificate as of the 2nd day of August, 2020.

TAILORED BRANDS, INC.



Name: A. Alexander Rhodes
Title: Executive Vice President—General
Counsel and Corporate Secretary

**RESOLUTIONS OF
THE BOARD OF DIRECTORS
OF
TAILORED BRANDS, INC.
August 1, 2020**

1. Restructuring Support Agreement

WHEREAS, the Board of Directors (the “Board”) of Tailored Brands, Inc. (the “Company”) has reviewed and considered (i) the presentations by the Company’s authorized officers and representatives (“Management”) on August 1, 2020, and the recommendation by Management that the Company enter into that certain restructuring support agreement (in such form as authorized and executed by any Authorized Officer (as defined below), with such authorization as evidenced by the execution and delivery by any such Authorized Signatory, the “Restructuring Support Agreement”), (ii) the presentations by the Advisors regarding the liabilities and liquidity of the Company, the strategic alternatives available to the Company, and the impact of the foregoing on the Company’s business, (iii) the information and advice previously provided to and reviewed by the Board, and (iv) the related matters reported on at meetings of the Board;

WHEREAS, the Board has had the opportunity to consult with Management and the financial, restructuring, and legal advisors described in Section 4 herein (collectively, the “Advisors”) and fully consider each of the strategic alternatives available to the Company;

WHEREAS, Management is continuing to negotiate the Restructuring Support Agreement with the Company’s stakeholders, with the terms of such Restructuring Support Agreement to be substantially consistent with the terms set forth in the presentations by Management; and

WHEREAS, the Restructuring Support Agreement provides that it can be terminated if the Board determines, after consulting with counsel, that proceeding with any of the restructuring transactions contemplated by the Restructuring Support Agreement would be inconsistent with applicable law or the Board’s fiduciary duties.

NOW, THEREFORE, BE IT RESOLVED, that it is desirable and in the best interests the Company, its stakeholders, its creditors, and other parties in interest, to enter into the Restructuring Support Agreement, and that the Company’s performance of its obligations under the Restructuring Support Agreement, and all other exhibits, schedules, attachments, and ancillary documents or agreements related thereto, hereby is, in all respects, authorized and approved;

FURTHER RESOLVED, that Management is hereby authorized and directed to take all actions necessary or advisable to negotiate and finalize the Restructuring Support Agreement and, subject to receiving sufficient consents from the Consenting Term Loan Lenders (as defined in the Restructuring Support Agreement), enter into and perform under the Restructuring Support Agreement, and the restructuring contemplated thereunder; and

FURTHER RESOLVED, that the officers of the Company, including but not limited to the President and Chief Executive Officer, any Vice President, the Treasurer, Chief Restructuring Officer, the Secretary or any Assistant Secretary of the Company and any other person designated by the Board (collectively, the “Authorized Officers”) shall be, and each of them individually hereby is, authorized for and on behalf of the Company to take all actions (including, without limitation, to negotiate and execute any agreements, documents, certificates, supplemental agreements and instruments) necessary or advisable to finalize the Restructuring Support Agreement and, subject to receiving sufficient consents from the Consenting Term Loan Lenders (as defined in the Restructuring Support Agreement), to enter into the Restructuring Support Agreement, and to perform all the transactions contemplated thereby, that in the judgment of the applicable Authorized Officers, are necessary or appropriate to effectuate and carry out the purposes and intent of the foregoing resolutions (such determination to be conclusively evidenced by the taking of such action or execution thereof).

2. Chapter 11 Filing

WHEREAS, the Board has considered certain materials presented by Management and the Advisors, including, but not limited to, materials regarding the liabilities and obligations of the Company, its liquidity, strategic alternatives available to it, and the effect of the foregoing on the Company’s business, and has had adequate opportunity to consult such persons regarding the materials presented, obtain additional information, and to fully consider each of the strategic alternatives available to the Company; and

WHEREAS, the Board has had the opportunity to consult with Management and the Advisors and consider each of the strategic alternatives available to the Company.

NOW, THEREFORE, BE IT RESOLVED, that in the judgment of the Board, it is desirable and in the best interests of the Company, its creditors, and other parties in interest, that the Company shall be, and hereby is, authorized to file, or cause to be filed, a voluntary petition for relief (such voluntary petition, and the voluntary petitions to be filed by the Company’s affiliates, collectively, the “Chapter 11 Cases”) under the provisions of chapter 11 of title 11 of the United States Code (the “Bankruptcy Code”) in the United States Bankruptcy Court for the Southern District of Texas (the “Bankruptcy Court”) and any other petition for relief or recognition or other order that may be desirable under applicable law; and

FURTHER RESOLVED, that the Authorized Officers, acting alone or with one or more other Authorized Officers of the Company be, and each of them hereby is authorized, empowered, and directed to execute and file on behalf of the Company all petitions, schedules, lists, and other motions, objections, replies, applications, papers, or documents as necessary or advisable to commence the Chapter 11 Cases and obtain chapter 11 relief, and to take any and all actions that they deem necessary or proper to obtain such relief, including, without limitation, any action necessary to maintain the ordinary course operation of the Company’s business.

3. Senior Secured Super-Priority Debtor-In-Possession Credit Agreement

WHEREAS, the Company, THE MEN’S WEARHOUSE, INC., a Texas corporation, as debtor and debtor-in-possession, each of the other U.S. Subsidiary Borrowers from time to time party thereto (each

of the foregoing, individually, as a “U.S. Borrower” and, collectively, as the “U.S. Borrowers”), MOORES THE SUIT PEOPLE CORP., a Nova Scotia unlimited liability company (the “Canadian Borrower” and, together with the U.S. Borrowers, the “Borrowers”), the Canadian Guarantors from time to time party thereto, the Lenders from time to time party thereto, JPMORGAN CHASE BANK, N.A., as Administrative Agent (“U.S. Agent”), and JPMORGAN CHASE BANK, N.A. TORONTO BRANCH, as Canadian Administrative Agent (“Canadian Agent”; together with the U.S. Agent, the “Agents”), propose to enter into that certain SENIOR SECURED SUPER-PRIORITY DEBTOR-IN-POSSESSION CREDIT AGREEMENT dated as of the date hereof (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “DIP Credit Agreement”);

WHEREAS, the obligation of the Lenders to make Loans to the Borrowers under the DIP Credit Agreement is subject to the Company having satisfied certain conditions described in the DIP Credit Agreement and the other Loan Documents (as defined below) to which it is a party;

WHEREAS, the DIP Credit Agreement requires the Company to guaranty and to grant a security interest to secure the obligations under the Loan Documents; and

WHEREAS, the Company will obtain benefits from the Loans made to the Borrowers under the DIP Credit Agreement.

NOW, THEREFORE, BE IT RESOLVED, that the form, terms and provisions of each of the instruments and documents listed below (collectively, the “Loan Documents”), substantially in the form received by the undersigned and the Company’s execution, delivery and performance of its obligations under the Loan Documents, including without limitation the grant of security interests under the Loan Documents, and, any borrowings or guaranty therewith, be, and hereby are, in all respects, approved:

- a) any promissory note executed by the Companies in connection with the DIP Credit Agreement;
- b) any fee letter in connection with the DIP Credit Agreement;
- c) any Collateral Document in connection with the DIP Credit Agreement;
- d) any intellectual property security agreement in connection with the DIP Credit Agreement;
- e) the Interim Order;
- f) the Final Order;
- g) the Intercreditor Agreement;
- h) the Intercompany Subordination Agreement;
- i) the Intercreditor Acknowledgement;
- j) any commitment letter in connection with the DIP Credit Agreement;
- k) any guarantee in connection with the DIP Credit Agreement;
- l) any assignment documents, security agreements, notices, financing statements, tax affidavits, and other instruments as the Agents and/or the Lenders may reasonably request or as may be necessary or appropriate to create, preserve and perfect the Liens of Agents and/or the Lenders

required pursuant to the Loan Documents to be created in the Collateral;

- m) agreements with third parties (including, without limitation, bank agency agreements, lockbox agreements, cash management agreements, hedge agreements, control agreements, landlord agreements, Collateral Access Agreements, bailee letters, and warehouse letters) relating to the Collateral; and
- n) such other Loan Documents (as defined in the DIP Credit Agreement), agreements, documents, Orders, pledges, powers of attorney, instruments, letters of credit, acknowledgements, statements, paper, certificates and other documents and instruments, including any interest rate swaps, caps, collars or similar hedging agreement and any financing statements (or amendments thereto) that may be contemplated by, or as may be required by or executed in connection with any of the Loan Documents.

FURTHER RESOLVED, that the Authorized Officers, acting alone or with one or more other Authorized Officers be, and hereby is, authorized and empowered to execute and deliver, and perform all of the obligations and the transactions contemplated under each of the Loan Documents in the name and on behalf of the Company, with such changes therein as shall be approved by the Authorized Officer executing the same, with such execution by said Authorized Officer to constitute conclusive evidence of his or her approval of the terms thereof, including any departures therein from the form presented to the Board;

FURTHER RESOLVED, that any person dealing with an Authorized Officer may conclusively rely upon the authority of such Authorized Officer by the execution of a document or agreement;

FURTHER RESOLVED, that the Company will obtain benefits from the loans made to the Company under the DIP Credit Agreement and the other Loan Documents which are necessary and convenient to the conduct, promotion and attainment of the business of the Company;

FURTHER RESOLVED, that the incurrence by the Company of the borrowings and obligations under the Loan Documents is hereby authorized and approved in all respects and the transactions contemplated by the Loan Documents are approved in all respects;

FURTHER RESOLVED, that each of the Authorized Officers be, and hereby is, authorized and empowered to take all actions or to not take any action in the name of the Company with respect to the transactions contemplated by these resolutions as the sole shareholder or sole member, of each direct or indirect subsidiary of the Company, if any, whether existing now or in the future, in each case, as such Authorized Officer shall deem necessary or desirable in such Authorized Officer's reasonable business judgment, including without limitation the authorization of resolutions and agreements necessary to authorize the execution, delivery and performance pursuant to the DIP Credit Agreement or any of the Loan Documents (including certificates, affidavits, financing statements, notices, reaffirmations and amendments and restatements thereof or relating thereto) as may be necessary or convenient to effectuate the purposes of the transactions contemplated herein;

FURTHER RESOLVED, that the Company be and it hereby is, authorized and directed to grant the Liens and security interests with respect to all or substantially all of its assets contemplated and as and when required by the Collateral Documents and the other Loan Documents in favor of the Agents and/or the Lenders to secure the Obligations (and any renewals, increases, extension for any period of rearrangement thereof) and to provide the guarantees contemplated in the Loan Documents;

FURTHER RESOLVED, that the Agents are authorized to file or record financing statements and other filing or recording documents or instruments with respect to the Collateral without the signature of

the Company in such form and substance and in such offices as the Agents determine appropriate to continue to perfect the security interests of the Agents for the benefit of the Lenders under the DIP Credit Agreement and the other Loan Documents, as appropriate, and the Agents are authorized to use the collateral description “all or substantially all personal property assets of the Debtor, whether now existing or hereafter arising” or any similar description in any such financing statements;

FURTHER RESOLVED, that the Company be, and hereby is, authorized to guaranty the payment in full and performance of all Obligations, to the extent applicable, of its direct or indirect subsidiaries;

FURTHER RESOLVED, that any specific resolutions that may be required to have been adopted by the Company in connection with the actions contemplated by the foregoing resolutions be, and they hereby are, adopted, and the Authorized Officers of the Company be, and each of them acting alone hereby is authorized to certify as to the adoption of any and all such resolutions and attach such resolutions hereto;

FURTHER RESOLVED, that the omission from these resolutions of any agreement, document or other arrangement contemplated by any of the agreements, documents or instruments described in the foregoing resolutions or any action to be taken in accordance with any requirement of any of the agreements, documents, or instruments described in the foregoing resolutions shall in no manner derogate from the authority of the Authorized Officers, or any officer of the Company acting at their direction, to take all actions necessary, desirable, advisable or appropriate to consummate, effectuate carry out or further the transactions contemplated by, and the intent and purposes of, the foregoing resolutions;

FURTHER RESOLVED, that each of the Authorized Officers be, and hereby is, authorized and empowered to take all such further actions including, without limitation, to pay all fees, (including without limitation, the fees under the Fee Letters and expenses in accordance with the terms of the Loan Documents), to arrange for and enter into supplemental agreements, instruments, amendments, amendment and restatements, modifications, renewals, replacements, consolidations, substitutions, extensions, certificates or documents relating to the transactions contemplated by any of the Loan Documents and to execute and deliver all such supplemental agreements, instruments, amendments, amendment and restatements, modifications, renewals, replacements, consolidations, substitutions, extensions, certificates or documents in the name and on behalf of the Company, which shall in their sole judgment be necessary, proper or advisable in order to perform the Company’s obligations under or in connection with any of the Loan Documents and the transactions contemplated therein, and to carry out fully the intent of the foregoing resolution. The performance of any such further act and the execution of any such document or instrument by any of the aforesaid Authorized Officers of the Company pursuant to these resolutions shall be conclusive evidence that the same have been authorized and approved by the Company in every respect;

FURTHER RESOLVED, that all acts and actions taken by any Authorized Officer prior to the date hereof with respect to the transactions contemplated by the Loan Documents (as defined in the DIP Credit Agreement), and any and all agreements, instruments, certificates or documents heretofore executed be, and hereby are, in all respects confirmed, approved and ratified; and

FURTHER RESOLVED, that all initially capitalized terms used in the resolutions under the caption “SENIOR SECURED SUPER-PRIORITY DEBTOR-IN-POSSESSION CREDIT AGREEMENT” and otherwise without definition shall have the meanings ascribed to them in the DIP Credit Agreement.

4. Retention of Professionals

NOW, THEREFORE, BE IT RESOLVED that each of the Authorized Officers be, and they hereby are, authorized and directed to employ the following professionals on behalf of the

Company: (i) the law firm of Kirkland & Ellis LLP and Kirkland & Ellis International LLP, as general bankruptcy counsel, (ii) the law firm of Jackson Walker L.L.P., as co-bankruptcy counsel, (iii) the law firm of Stikeman Elliot LLP, as co-bankruptcy counsel, (iv) the law firm of Mourant Ozannes, as co-bankruptcy counsel, (v) PJT Partners LP, as financial advisor, (vi) AlixPartners, LLP, as restructuring advisor, (vii) Prime Clerk LLC, as notice and claims agent, (viii) A&G Realty Partners, LLC, as a real estate consultant and advisor, and (ix) any other legal counsels, accountants, financial advisors, restructuring advisors or other professionals the Authorized Officers deem necessary, appropriate or advisable; each to represent and assist the Company in carrying out its duties and responsibilities and exercising its rights under the Bankruptcy Code and applicable law (including, but not limited to, the law firms filing any pleadings and responses); and in connection therewith, each of the Authorized Officers be, and hereby is authorized, empowered and directed, in accordance with the terms and conditions hereof, to execute appropriate retention agreements and to cause to be filed appropriate applications for authority to reach such services; and

FURTHER RESOLVED, that all acts and deeds previously performed by any of the officers of the Authorized Officers, as may be applicable, prior to the adoption of the foregoing recitals and resolutions that are within the authority conferred by the foregoing recitals and resolutions, are hereby ratified, confirmed and approved in all respects as the authorized acts and deeds of the Authorized Officers, as the case may be.

5. General

NOW, THEREFORE, BE IT RESOLVED, that in addition to the specific authorizations heretofore conferred upon the Authorized Officers, each of the Authorized Officers (and their designees and delegates) be, and they hereby are, authorized and empowered, in the name of and on behalf of the Company, to take or cause to be taken any and all such other and further action to: execute, acknowledge, deliver, and file any and all such agreements, certificates, instruments, and other documents; and pay all expenses, including but not limited to filing fees, in each case as in such officer's or officers' judgment, shall be necessary, advisable, or desirable to fully carry out the intent and accomplish the purposes of the resolutions adopted herein;

FURTHER RESOLVED, that the Board has received sufficient notice of the actions and transactions relating to the matters contemplated by the foregoing resolutions, as may be required by the organizational documents of the Company, or hereby waive any right to have received such notice;

FURTHER RESOLVED, that all acts, actions and transactions relating to the matters contemplated by the foregoing resolutions done in the name of and on behalf of the Company, which acts would have been approved by the foregoing resolutions except that such acts were taken before the adoption of these resolutions, are hereby in all respects approved and ratified as the true acts and deeds of the Company with the same force and effect as if each such act, transaction, agreement or certificate has been specifically authorized in advance by resolution of the Board; and

FURTHER RESOLVED, that each of the Authorized Officers (and their designees and delegates) be and hereby is authorized and empowered to take all actions or to not take any action in the name of the Company with respect to the transactions contemplated by these resolutions

hereunder, as such Authorized Officers shall deem necessary or desirable in such Authorized Officer's reasonable judgment as may be necessary or convenient to effectuate the purposes of the transactions contemplated herein.

[Remainder of page intentionally left blank]

Fill in this information to identify the case and this filing:	
Debtor Name	Tailored Brands, Inc.
United States Bankruptcy Court for the:	Southern District of Texas
	(State)
Case number (If known):	

Official Form 202**Declaration Under Penalty of Perjury for Non-Individual Debtors**

12/15

An individual who is authorized to act on behalf of a non-individual debtor, such as a corporation or partnership, must sign and submit this form for the schedules of assets and liabilities, any other document that requires a declaration that is not included in the document, and any amendments of those documents. This form must state the individual's position or relationship to the debtor, the identity of the document, and the date. Bankruptcy Rules 1008 and 9011.

WARNING -- Bankruptcy fraud is a serious crime. Making a false statement, concealing property, or obtaining money or property by fraud in connection with a bankruptcy case can result in fines up to \$500,000 or imprisonment for up to 20 years, or both. 18 U.S.C. §§ 152, 1341, 1519, and 3571.

Declaration and signature

I am the president, another officer, or an authorized agent of the corporation; a member or an authorized agent of the partnership; or another individual serving as a representative of the debtor in this case.

I have examined the information in the documents checked below and I have a reasonable belief that the information is true and correct:

- ☐ *Schedule A/B: Assets-Real and Personal Property (Official Form 206A/B)*
- ☐ *Schedule D: Creditors Who Have Claims Secured by Property (Official Form 206D)*
- ☐ *Schedule E/F: Creditors Who Have Unsecured Claims (Official Form 206E/F)*
- ☐ *Schedule G: Executory Contracts and Unexpired Leases (Official Form 206G)*
- ☐ *Schedule H: Codebtors (Official Form 206H)*
- ☐ *Summary of Assets and Liabilities for Non-Individuals (Official Form 206Sum)*
- ☐ *Amended Schedule*
- ☒ *Chapter 11 or Chapter 9 Cases: List of Creditors Who Have the 30 Largest Unsecured Claims and Are Not Insiders (Official Form 204)*
- ☒ Other document that requires a declaration **List of Equity Security Holders and Corporate Ownership Statement**

I declare under penalty of perjury that the foregoing is true and correct.

Executed on

08/02/2020

MM/ DD/YYYY

**/s/ Holly Etlin**

Signature of individual signing on behalf of debtor

Holly Etlin

Printed name

Chief Restructuring Officer

Position or relationship to debtor

TAB N

Voluntary Petition of Tailored Shared Services, LLC

Fill in this information to identify the case:

United States Bankruptcy Court for the:

Southern District of Texas

(State)

Case number (if known):

Chapter

11☐ Check if this is an amended filing**Official Form 201****Voluntary Petition for Non-Individuals Filing for Bankruptcy**

04/20

If more space is needed, attach a separate sheet to this form. On the top of any additional pages, write the debtor's name and the case number (if known). For more information, a separate document, *Instructions for Bankruptcy Forms for Non-Individuals*, is available.

1. Debtor's Name Tailored Shared Services, LLC

2. All other names debtor used in the last 8 years

Include any assumed names, trade names, and *doing business as* names

3. Debtor's federal Employer Identification Number (EIN)

47-4894752**4. Debtor's address****Principal place of business****Mailing address, if different from principal place of business**6100 Stevenson Boulevard

Number

Street

Number

Street

P.O. Box

Fremont, California 94538

City

State

Zip Code

City

State

Zip Code

Location of principal assets, if different from principal place of businessAlameda County

County

Number

Street

City

State

Zip Code

5. Debtor's website (URL)https://www.tailoredbrands.com/**6. Type of debtor**☒ Corporation (including Limited Liability Company (LLC) and Limited Liability Partnership (LLP))☐ Partnership (excluding LLP)☐ Other. Specify:

Debtor Tailored Shared Services, LLC
Name

Case number (if known) _____

7. Describe debtor's business*A. Check One:*

- ☐ Health Care Business (as defined in 11 U.S.C. § 101(27A))
- ☐ Single Asset Real Estate (as defined in 11 U.S.C. § 101(51B))
- ☐ Railroad (as defined in 11 U.S.C. § 101(44))
- ☐ Stockbroker (as defined in 11 U.S.C. § 101(53A))
- ☐ Commodity Broker (as defined in 11 U.S.C. § 101(6))
- ☐ Clearing Bank (as defined in 11 U.S.C. § 781(3))
- ☒ None of the above

B. Check all that apply:

- ☐ Tax-exempt entity (as described in 26 U.S.C. § 501)
- ☐ Investment company, including hedge fund or pooled investment vehicle (as defined in 15 U.S.C. § 80a-3)
- ☐ Investment advisor (as defined in 15 U.S.C. § 80b-2(a)(11))

C. NAICS (North American Industry Classification System) 4-digit code that best describes debtor. See <http://www.uscourts.gov/four-digit-national-association-naics-codes> .
4481 (Clothing Stores)

8. Under which chapter of the Bankruptcy Code is the debtor filing?*Check One:*

- ☐ Chapter 7
- ☐ Chapter 9
- ☒ Chapter 11. *Check all that apply:*

A debtor who is a "small business debtor" must check the first sub-box. A debtor as defined in § 1182(1) who elects to proceed under subchapter V of chapter 11 (whether or not the debtor is a "small business debtor") must check the second sub-box.

- ☐ The debtor is a small business debtor as defined in 11 U.S.C. § 101(51D), and its aggregate noncontingent liquidated debts (excluding debts owed to insiders or affiliates) are less than \$2,725,625. If this sub-box is selected, attach the most recent balance sheet, statement of operations, cash-flow statement, and federal income tax return or if any of these documents do not exist, follow the procedure in 11 U.S.C. § 1116(1)(B).
- ☐ The debtor is a debtor as defined in 11 U.S.C. § 1182(1). Its aggregate noncontingent liquidated debts (excluding debts owed to insiders or affiliates) are less than \$7,500,000 **and it chooses to proceed under Subchapter V of Chapter 11.** If this sub-box is selected, attach the most recent balance sheet, statement of operations, cash-flow statement, and federal income tax return or if any of these documents do not exist, follow the procedure in 11 U.S.C. § 1116(1)(B).
- ☐ A plan is being filed with this petition.
- ☐ Acceptances of the plan were solicited prepetition from one or more classes of creditors, in accordance with 11 U.S.C. § 1126(b).
- ☒ The debtor is required to file periodic reports (for example, 10K and 10Q) with the Securities and Exchange Commission according to § 13 or 15(d) of the Securities Exchange Act of 1934. File the *Attachment to Voluntary Petition for Non-Individuals Filing for Bankruptcy under Chapter 11* (Official Form 201A) with this form.
- ☐ The debtor is a shell company as defined in the Securities Exchange Act of 1934 Rule 12b-2.

☐ Chapter 12**9. Were prior bankruptcy cases filed by or against the debtor within the last 8 years?**

- ☒ No District _____ When _____ Case number _____
- ☐ Yes. District _____ When _____ Case number _____

Debtor Tailored Shared Services, LLC Case number (if known) _____
 Name _____

10. Are any bankruptcy cases pending or being filed by a business partner or an affiliate of the debtor? ☐ No ☒ Yes. Debtor See Rider 1 Relationship Affiliate
 List all cases. If more than 1, attach a separate list. District Southern District of Texas When 08/02/2020
 Case number, if known MM / DD / YYYY

11. Why is the case filed in this district? Check all that apply:
☐ Debtor has had its domicile, principal place of business, or principal assets in this district for 180 days immediately preceding the date of this petition or for a longer part of such 180 days than in any other district.
☒ A bankruptcy case concerning debtor's affiliate, general partner, or partnership is pending in this district.

12. Does the debtor own or have possession of any real property or personal property that needs immediate attention? ☒ No.
☐ Yes. Answer below for each property that needs immediate attention. Attach additional sheets if needed.
Why does the property need immediate attention? (Check all that apply.)

- ☐ It poses or is alleged to pose a threat of imminent and identifiable hazard to public health or safety.
 What is the hazard?
☐ It needs to be physically secured or protected from the weather.
☐ It includes perishable goods or assets that could quickly deteriorate or lose value without attention (for example, livestock, seasonal goods, meat, dairy, produce, or securities-related assets or other options).
☐ Other

Where is the property?

Number Street
 City State Zip Code

Is the property insured?

- ☐ No
☐ Yes. Insurance agency _____
 Contact name _____
 Phone _____

Statistical and administrative information

13. Debtor's estimation of available funds Check one:
☒ Funds will be available for distribution to unsecured creditors.
☐ After any administrative expenses are paid, no funds will be available for distribution to unsecured creditors.

14. Estimated number of creditors¹

☐ 1-49	☐ 1,000-5,000	☒ 25,001-50,000
☐ 50-99	☐ 5,001-10,000	☐ 50,001-100,000
☐ 100-199	☐ 10,001-25,000	☐ More than 100,000
☐ 200-999		

¹ The Debtors' estimated assets, liabilities, and number of creditors noted here are provided on a consolidated basis.

Debtor Tailored Shared Services, LLC
Name

Case number (if known) _____

15. Estimated assets

☐ \$0-\$50,000	☐ \$1,000,001-\$10 million	☐ \$500,000,001-\$1 billion
☐ \$50,001-\$100,000	☐ \$10,000,001-\$50 million	☒ \$1,000,000,001-\$10 billion
☐ \$100,001-\$500,000	☐ \$50,000,001-\$100 million	☐ \$10,000,000,001-\$50 billion
☐ \$500,001-\$1 million	☐ \$100,000,001-\$500 million	☐ More than \$50 billion

16. Estimated liabilities

☐ \$0-\$50,000	☐ \$1,000,001-\$10 million	☐ \$500,000,001-\$1 billion
☐ \$50,001-\$100,000	☐ \$10,000,001-\$50 million	☒ \$1,000,000,001-\$10 billion
☐ \$100,001-\$500,000	☐ \$50,000,001-\$100 million	☐ \$10,000,000,001-\$50 billion
☐ \$500,001-\$1 million	☐ \$100,000,001-\$500 million	☐ More than \$50 billion

Request for Relief, Declaration, and Signatures

WARNING -- Bankruptcy fraud is a serious crime. Making a false statement in connection with a bankruptcy case can result in fines up to \$500,000 or imprisonment for up to 20 years, or both. 18 U.S.C. §§ 152, 1341, 1519, and 3571.

17. Declaration and signature of authorized representative of debtor

The debtor requests relief in accordance with the chapter of title 11, United States Code, specified in this petition.

I have been authorized to file this petition on behalf of the debtor.

I have examined the information in this petition 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 08/02/2020
MM/ DD / YYYY

X/s/ Holly EtlinHolly Etlin

Signature of authorized representative of debtor

Printed name

Title Chief Restructuring Officer**18. Signature of attorney****X**/s/ Matthew D. Cavanaugh

Date

08/02/2020

Signature of attorney for debtor

MM/ DD/YYYY

Matthew D. Cavanaugh

Printed name

Jackson Walker L.L.P.

Firm name

1401 McKinney Street, Suite 1900

Number

Street

Houston

City

Texas

State

77010

ZIP Code

(713) 752-4200

Contact phone

mcavanaugh@jw.com

Email address

24062656

Bar number

Texas

State

Fill in this information to identify the case:

United States Bankruptcy Court for the:

Southern District of Texas

(State)

Case number (if known): _____

Chapter **11**☐ Check if this is an amended filing**Rider 1****Pending Bankruptcy Cases Filed by the Debtor and Affiliates of the Debtor**

On the date hereof, each of the entities listed below (collectively, the "Debtors") filed a petition in the United States Bankruptcy Court for the Southern District of Texas for relief under chapter 11 of title 11 of the United States Code. The Debtors have moved for joint administration of these cases under the case number assigned to the chapter 11 case of Tailored Brands, Inc.

Tailored Brands, Inc.
JA Apparel Corp.
Jos. A. Bank Clothiers, Inc.
Joseph Abboud Manufacturing Corp.
K&G Men's Company Inc.
Moore's Retail Group Corp.
Moore's The Suit People Corp.
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 Holding Limited
The Joseph A. Bank Mfg. Co., Inc.
The Men's Wearhouse, Inc.
TMW Merchants LLC

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

In re:

TAILORED SHARED SERVICES, LLC,

Debtor.

)
) Chapter 11
)
) Case No. 20-[•] ([•])
)
)
)

LIST OF EQUITY SECURITY HOLDERS¹

Debtor	Equity Holders	Address of Equity Holder	Percentage of Equity Held
Tailored Shared Services, LLC	The Men's Wearhouse, Inc.	6100 Stevenson Boulevard Fremont, California 94538	100%

¹ This list reflects holders of five percent or more of Tailored Brands, Inc.'s common stock. This list serves as the disclosure required to be made by the debtor pursuant to rule 1007 of the Federal Rules of Bankruptcy Procedure. All equity positions listed are as of the date of commencement of the chapter 11 case. By the *Debtors' Emergency Motion for Entry of an Order (I) Authorizing the Debtors to File a Consolidated List of Creditors and a Consolidated List of the 30 Largest Unsecured Creditors, (II) Waiving the Requirement to File a List of Equity Security Holders, (III) Authorizing the Debtors to Redact Certain Personal Identification Information, (IV) Approving the Form and Manner of Notifying Creditors of the Commencement of the Chapter 11 Cases and Other Information, and (V) Granting Related Relief* filed contemporaneously herewith, the debtor is requesting a waiver of the requirement under rule 1007 to file a list of all of its equity security holders.

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

In re:

TAILORED SHARED SERVICES, LLC,

Debtor.

)
) Chapter 11
)
) Case No. 20-[●] ([●])
)
)
)

CORPORATE OWNERSHIP STATEMENT

Pursuant to rules 1007(a)(1) and 7007.1 of the Federal Rules of Bankruptcy Procedure, the following are corporations, other than a government unit, that directly or indirectly own 10% or more of any class of the debtor's equity interest:

Shareholder	Approximate Percentage of Shares Held
The Men's Wearhouse, Inc.	100%

Fill in this information to identify the case:Debtor name Tailored Brands, Inc., et al.United States Bankruptcy Court for the: Southern District of Texas

Case number (If known): _____ (State)

☐ Check if this is an amended filing**Official Form 204****Chapter 11 or Chapter 9 Cases: List of Creditors Who Have the 30 Largest Unsecured Claims and Are Not Insiders**

12/15

A list of creditors holding the 30 largest unsecured claims must be filed in a Chapter 11 or Chapter 9 case. Include claims which the debtor disputes. Do not include claims by any person or entity who is an *insider*, as defined in 11 U.S.C. § 101(31). Also, do not include claims by secured creditors, unless the unsecured claim resulting from inadequate collateral value places the creditor among the holders of the 30 largest unsecured claims.

	Name of creditor and complete mailing address, including zip code	Name, telephone number and email address of creditor contact	Nature of claim (for example, trade debts, bank loans, professional services, and government contracts)	Indicate if claim is contingent, unliquidated, or disputed	Amount of claim		
					If the claim is fully unsecured, fill in only unsecured claim amount. If claim is partially secured, fill in total claim amount and deduction for value of collateral or setoff to calculate unsecured claim.		
					Total claim, if partially secured	Deduction for value of collateral or setoff [1]	Unsecured Claim
1	BANK OF NEW YORK MELLON TRUST COMPANY, N.A. 601 TRAVIS ST, 16TH FLOOR HOUSTON, TX 77002	CONTACT: LISA MCCANTS PHONE: 713-483-6752 EMAIL: LISA.MCCANTS@BNYMELLON.COM	SENIOR NOTES DUE 2022		\$179,916,000		\$179,916,000
2	ICON INTERNATIONAL INC LOCKBOX SERVICES 1487 DEPT 1487 350 N ORLEANS STREET STE 800 CHICAGO, IL 60654-1529	CONTACT: KATHLEEN CHOMIENNE PHONE: 203-388-1442 EMAIL: KCHOMIENNE@ICONINTERNATIONAL.COM	TRADE DEBTS		\$8,214,000		\$8,214,000
3	PEERLESS CLOTHING INC. 200 INDUSTRIAL PARK RD. SAINT ALBANS, VT 05478-1873	CONTACT: JOHN TIGHE PHONE: 469-500-8839 EMAIL: JOHNT@PEERLESS-CLOTHING.COM	TRADE DEBTS		\$8,115,000		\$8,115,000
4	ADOBE SYSTEMS INC 29322 NETWORK PLACE CHICAGO, IL 60673-1293	CONTACT: JEFFEREY YOUNG PHONE: 385-345-2280 EMAIL: JYOUNG@ADOBE.COM	TRADE DEBTS		\$7,047,000		\$7,047,000
5	WH BUYER, LLC DBA WHP GLOBAL 333 S GRAND AVENUE 28TH FLOOR LOS ANGELES, CA 90071	CONTACT: STEPHEN CONWELL PHONE: 646-518-8499 EMAIL: SCONWELL@WHP-GLOBAL.COM	ROYALTIES		\$5,781,000		\$5,781,000
6	ENGIE INSIGHT 1313 NORTH ATLANTIC, SUITE 5000 SPOKANE, WA 99201-2330	CONTACT: RICHARD COOMBE PHONE: 480-625-5055 EMAIL: RICHARD.COOMBE@ENGIE.COM	TRADE DEBTS		\$4,966,000		\$4,966,000

¹ The Debtors reserve the right to assert setoff and other rights with respect to any of the claims listed herein.

	Name of creditor and complete mailing address, including zip code	Name, telephone number and email address of creditor contact	Nature of claim (for example, trade debts, bank loans, professional services, and government contracts)	Indicate if claim is contingent, unliquidated, or disputed	Amount of claim If the claim is fully unsecured, fill in only unsecured claim amount. If claim is partially secured, fill in total claim amount and deduction for value of collateral or setoff to calculate unsecured claim.		
					Total claim, if partially secured	Deduction for value of collateral or setoff [1]	Unsecured Claim
7	MCKINSEY & COMPANY, INC. 3 WORLD TRADE CENTER 175 GREENWICH STREET NEW YORK, NY 10007	CONTACT: GENERAL COUNSEL OFFICE PHONE: 212-415-5372 EMAIL: KILLIAN_NOLAN@MCKINSEY.COM	PROFESSIONAL SERVICES		\$3,500,000		\$3,500,000
8	DAVID'S BRIDAL, INC. 1001 WASHINGTON ST. ASF MONTHLY INSTALLMENT CONSHOHOCKEN, PA 19428	CONTACT: JIM MARCUM PHONE: 603-455-5650 EMAIL: JMARCUM@DBI.COM	ROYALTIES		\$3,490,000		\$3,490,000
9	FLOW FORMAL ALLIANCE, LLC P.O. BOX 842683 BOSTON, MA 02284-2683	CONTACT: JEFF WEINTRAUB PHONE: 561-504-1846 EMAIL: LJTHEALIEN@AOL.COM	TRADE DEBTS		\$3,203,000		\$3,203,000
10	PRODUCTOS TEXTILES 800 METROS CARRETERA A LA JUTOSA, ZONA LIBRE INHDELVA CHOLOMA CORTEZ, HND	CONTACT: JACOBO KATTAN PHONE: 50499785004 EMAIL: JACOBO.KATTAN@PROTEXSA.HN	TRADE DEBTS		\$2,786,000		\$2,786,000
11	PHILLIPS VAN HEUSEN CORP P.O. BOX 532513 ATLANTA, GA 30353-2513	CONTACT: ANN RALKO PHONE: 908-332-4698 EMAIL: ANN.RALKO@PVH.COM	TRADE DEBTS		\$2,668,000		\$2,668,000
12	VETEMENTS PEERLESS CLOTHING 8888 BOUL PIE 1X MONTREAL, QC H1Z 4J5 CAN	CONTACT: JOHN TIGHE PHONE: 469-500-8839 EMAIL: JOHNT@PEERLESS-CLOTHING.COM	TRADE DEBTS		\$2,224,000		\$2,224,000
13	GOOGLE, INC. DEPT 33654 P.O. BOX 39000 SAN FRANCISCO, CA 94139	CONTACT: RICH JONES PHONE: 650-862-1371 EMAIL: RJONES@GOOGLE.COM	TRADE DEBTS		\$1,841,000		\$1,841,000
14	LAGUNA CLOTHING(MAURITIUS)LTD BOUNDARY ROAD QUATRE BORNES, MUS	CONTACT: ERIC DORCHIES PHONE: 23054233500 EMAIL: EDORCHIES@AQUARELLE-CLOTHING.COM	TRADE DEBTS		\$1,630,000		\$1,630,000
15	TOP GENUINE, LLC PO BOX 50001 PASADENA, CA 91105	CONTACT: RAY TOLLES PHONE: 213-479-3000 EMAIL: RAY.TOLLES@GMAIL.COM	TRADE DEBTS		\$1,567,000		\$1,567,000
16	KENNETH COLE PRODUCTION/ROYALTIES/ADVE RT 400 PLAZA DRIVE SECAUCUS, NJ 07094	CONTACT: KENNETH COLE PHONE: 914-806-2323 EMAIL: KENNETH@KENNETHCOLE.COM	ROYALTIES		\$1,464,000		\$1,464,000
17	CASS INFORMATION SYSTEMS INC. P.O. BOX 17617 ST.LOUIS, MO 63178	CONTACT: DEREK PANO PHONE: 978-323-6567 EMAIL: DAPANO@CASSINFO.COM	TRADE DEBTS		\$1,461,000		\$1,461,000
18	AT&T P.O. BOX 5019 CAROL STREAM, IL 60197-5019	CONTACT: CHARLES KEETON PHONE: 281-797-1882 EMAIL: CK6861@ATT.COM	UTILITY		\$1,361,000		\$1,361,000

	Name of creditor and complete mailing address, including zip code	Name, telephone number and email address of creditor contact	Nature of claim (for example, trade debts, bank loans, professional services, and government contracts)	Indicate if claim is contingent, unliquidated, or disputed	Amount of claim If the claim is fully unsecured, fill in only unsecured claim amount. If claim is partially secured, fill in total claim amount and deduction for value of collateral or setoff to calculate unsecured claim.		
					Total claim, if partially secured	Deduction for value of collateral or setoff [1]	Unsecured Claim
19	PT UNGARAN SARI GARMENTS KUNINGAN CITY (AXA TOWER), 41ST FLOOR JL. PROF. DR.SATRIO JAKARTA, 12940 IND	CONTACT: MANISH VIRMANI PHONE: 628111045222 EMAIL: MANISH.VIRMANI@BUSANAGROUP.COM	TRADE DEBTS		\$1,205,000		\$1,205,000
20	JIANGSU SUNSHINE CO. LTD./ FABRIC WIRE XINQIAO TOWN, UIANGYIN CITY JIANGSU PROVINCE 214426, CHN	CONTACT: LIPING PHONE: 760-224-7532 EMAIL: LIPINGHECN@YAHOO.COM	TRADE DEBTS		\$914,000		\$914,000
21	HCL TECHNOLOGIES LTD 806 SIDDHARTH 96 NEHRU PLACE NEW DEHLI, 110-0119 IND	CONTACT: TRACY DECICCO PHONE: 303-570-3801 EMAIL: TRACY.DECICCO@HCL.COM	TRADE DEBTS		\$875,000		\$875,000
22	STAPLES PO BOX 70242 PHILADELPHIA, PA 19176-0242	PHONE: 877-826-7755	TRADE DEBTS		\$823,000		\$823,000
23	CT CORPORATION PO BOX 4349 CAROL STREAM, IL 60197-4349	CONTACT: BONNUS SMITH PHONE: 713-882-8566 EMAIL: BONNIE.SMITH@WOLTERSKLUWER.COM	TRADE DEBTS		\$812,000		\$812,000
24	FABIAN COUTURE GROUP 205C CHUBB AVENUE LYNDHURST, NJ 07071	CONTACT: ALLAN WEISS PHONE: 201-248-3562 EMAIL: AAJWEISS@AOL.COM	TRADE DEBTS		\$805,000		\$805,000
25	FLORSHEIM SHOE CO. 7734 SOLUTION CENTER CHICAGO, IL 60677-7007	CONTACT: JOHN FLORSHEIM PHONE: 414-908-1889 EMAIL: JFLORSHEIM@WEYCOGROUP.COM	TRADE DEBTS		\$784,000		\$784,000
26	CAULFEILD APPAREL GROUP LTD 1400 WHITEHORSE RD TORONTO, ON M3J3A7 CAN	CONTACT: MARIO TOMEI PHONE: 416-720-5984 EMAIL: MARIOT@CAULFEILD	TRADE DEBTS		\$782,000		\$782,000
27	TRANSPACIFIC INC. C/O TRANSPACIFIC P.O. BOX 75359 CHICAGO, IL 60675-5359	CONTACT: NING ZHOA PHONE: 917-886-9518 EMAIL: NING@MORETTISHOE.COM	TRADE DEBTS		\$776,000		\$776,000
28	MM FASHION AND DESIGN INC 9202 CHARLES SMITH AVENUE RANCHO CUCAMONGA, CA 91730	CONTACT: ANGEL MARTINEZ PHONE: 909-720-8661 EMAIL: ANGEL@MMFASHIONINC.COM	TRADE DEBTS		\$742,000		\$742,000
29	BLDG MANAGEMENT CO., INC. / 7101 417 FIFTH AVENUE, 4TH FLOOR NEW YORK, NY 10016	CONTACT: SARA FONTANET PHONE: 212-624-4337 EMAIL: SFONTANET@BLDG.COM	RENT		\$703,000		\$703,000
30	SITUS ASSET MANAGEMENT, LLC / #220 C/O BTR HAMPSTEAD, LLC SIGNATURE BANK NEWARK, NJ 07101-8084	CONTACT: ANGELA BALDWIN PHONE: 410-844-3906 EMAIL: ABALDWIN@BTRCAPITALGROUP.COM	RENT		\$701,000		\$701,000

TAILORED SHARED SERVICES, LLC

**WRITTEN CONSENT OF MANAGERS
IN LIEU OF ANNUAL MEETING**

Pursuant to the Limited Liability Company Agreement of Tailored Shared Services, LLC dated October 13, 2015 (the “Agreement”), by The Men’s Wearhouse, Inc., a Texas corporation, and pursuant to and in accordance with the Delaware Limited Liability Company Act, 6 Del. C. § 18-101, et seq. (the “Act”), the undersigned, being all of the managers of Tailored Shared Services, LLC, a Delaware limited liability company (the “Company”), and in lieu of an annual meeting of the Board of Managers, the call and notice of which are hereby waived, do hereby consent to the adoption of and adopt the resolutions set forth on Annex A attached hereto.

This consent may be executed in counterparts, each of which shall be deemed an original, and all of which taken together shall constitute one instrument. A copy of this consent signed and delivered by telecopy, facsimile or other electronic transmission shall be considered an original, executed consent.

IN WITNESS WHEREOF, the undersigned has executed this consent effective as of _____ August 2, 2020.

MANAGERS:



Carrie Ask



Jamie Bragg



A. Alexander Rhodes

Annex A**1. Election of Officers**

NOW, THEREFORE, BE IT RESOLVED, that each of the following persons is hereby appointed, designated and elected to the offices of the Company set forth adjacent to his or her name, to serve in accordance with the provisions of the Agreement and as otherwise provided in accordance with the Act, and until his or her successor shall have been appointed, designated and elected and shall have qualified:

<u>NAME</u>	<u>OFFICE</u>
Dinesh Lathi	President and Chief Executive Officer
Carrie Ask	Chief Customer Officer
Jamie Bragg	Executive Vice President, Chief Supply Chain Officer
Richard (Rich) Hansen	Executive Vice President, Strategy & Analytics
Mark Neutze	Executive Vice President, Stores
A. Alexander Rhodes	Executive Vice President, General Counsel and Chief Compliance Officer
Steve Ricci	Brand President, K&G
Boris Sherman	Executive Vice President, Chief Technology Officer
Michael Shane Smith	Executive Vice President, Chief Human Resources Officer
Chaitanya Pallapothula	Senior Vice President, Omni Channel Technology
Michael Parsley	Senior Vice President, Retail Distribution
Carolyn Pollock	Senior Vice President, Chief Marketing Officer, Tailored Brands
Melissa Porter	Senior Vice President, Customer Experience
Dean A. Speranza	Senior Vice President, Stores
Catherine Spicer	Senior Vice President, Deputy General Counsel – Employment, Litigation and Contracts
Aidan Arney	Vice President, Corporate Tax
Brian Baron	Vice President, Omnichannel Analytics
Jason Black	Vice President & Chief Security Information Officer
Joseph Foley	Vice President, Real Estate
Francisco Fuentes	Vice President, Risk Management
Virginia Grimaldo	Vice President, Store Operations
Gunther Grumm	Vice President, HR – Stores & Supply Chain
Kelly Helthall	Vice President, Digital Product
Robert Holland	Vice President, Transportation and Logistics
Niky L. King	Vice President, eCommerce Distribution
Susan Lopez	Vice President, Enterprise PMO and Corporate Systems
Christopher Lorenzo	Vice President, Store Employee Development & Training
Kim McIntosh	Vice President, Corporate Controller
James Moreland	Vice President, Distribution
Patricia Qua	Vice President, Financial Planning & Analysis

Neyha G. Rajan	Vice President, Assistant General Counsel - Compliance and Privacy Law
Charles Reilly	Vice President, Real Estate
Suzanne Scott	Vice President, E-commerce
Doug Simpson	Vice President, DC Tuxedo Operations
Laura Ann Smith	Vice President, Assistant General Counsel - Corporate and Securities Law and Secretary
Sam Stogner	Vice President, Rental
James Tarsney	Vice President, Contact Center
John Vazquez	Vice President, Chief Accounting Officer and Treasurer
Drew White	Vice President, Engineering
Hongpei Zhang	Vice President, Marketing Analysis
Ginger Curtsinger	Zone Vice President
Mal Foley	Zone Vice President
Kevin Gaggin	Zone Vice President
Joel P. Schultz	Zone Vice President
Danny Vaughn	Zone Vice President
Andrew Vogt	Zone Vice President

2. **Restructuring Support Agreement**

WHEREAS, the board of managers (the “Governing Body”) of Tailored Shared Services, LLC (the “Company”) has reviewed and considered (i) the recommendation by the Board of Directors of Tailored Brands, Inc. (the “Board”) and the authorized officers and representatives of Tailored Brands, Inc. (“Management”) that the Company enter into that certain restructuring support agreement (in such form as authorized and executed by any Authorized Officer (as defined below), with such authorization as evidenced by the execution and delivery by any such Authorized Signatory, the “Restructuring Support Agreement”), (ii) the presentations by the Advisors regarding the liabilities and liquidity of the Company, the strategic alternatives available to the Company, and the impact of the foregoing on the Company’s business, (iii) the information and advice previously provided to and reviewed by the Governing Body, the Board, and Management, and (iv) the related matters reported on at meetings of the Governing Body and the Board;

WHEREAS, the Governing Body has had the opportunity to consult with Management and the Board and the financial, restructuring, and legal advisors described in Section 4 herein (collectively, the “Advisors”) and fully consider each of the strategic alternatives available to the Company;

WHEREAS, Management is continuing to negotiate the Restructuring Support Agreement with the Company’s stakeholders, with the terms of such Restructuring Support Agreement to be substantially consistent with the terms set forth in the presentations by Management; and

WHEREAS, the Restructuring Support Agreement provides that it can be terminated if the Governing Body determines, after consulting with counsel, that proceeding with any of the

restructuring transactions contemplated by the Restructuring Support Agreement would be inconsistent with applicable law or the Governing Body's fiduciary duties.

NOW, THEREFORE, BE IT RESOLVED, that it is desirable and in the best interests the Company, its stakeholders, its creditors, and other parties in interest, to enter into the Restructuring Support Agreement, and that the Company's performance of its obligations under the Restructuring Support Agreement, and all other exhibits, schedules, attachments, and ancillary documents or agreements related thereto, hereby is, in all respects, authorized and approved;

FURTHER RESOLVED, that Management is hereby authorized and directed to take all actions necessary or advisable to negotiate and finalize the Restructuring Support Agreement and, subject to receiving sufficient consents from the Consenting Term Loan Lenders (as defined in the Restructuring Support Agreement), enter into and perform under the Restructuring Support Agreement, and the restructuring contemplated thereunder; and

FURTHER RESOLVED, that the officers of the Company, including but not limited to the President and Chief Executive Officer, any Vice President, the Treasurer the Secretary or any Assistant Secretary of the Company and any other person designated by the Governing Body (collectively, the "Authorized Officers") shall be, and each of them individually hereby is, authorized for and on behalf of the Company to take all actions (including, without limitation, to negotiate and execute any agreements, documents, certificates, supplemental agreements and instruments) necessary or advisable to finalize the Restructuring Support Agreement and, subject to receiving sufficient consents from the Consenting Term Loan Lenders (as defined in the Restructuring Support Agreement), to enter into the Restructuring Support Agreement, and to perform all the transactions contemplated thereby, that in the judgment of the applicable Authorized Officers, are necessary or appropriate to effectuate and carry out the purposes and intent of the foregoing resolutions (such determination to be conclusively evidenced by the taking of such action or execution thereof).

3. Chapter 11 Filing

WHEREAS, the Governing Body has considered certain materials presented by Management and the Advisors, including, but not limited to, materials regarding the liabilities and obligations of the Company, its liquidity, strategic alternatives available to it, and the effect of the foregoing on the Company's business, and has had adequate opportunity to consult such persons regarding the materials presented, obtain additional information, and to fully consider each of the strategic alternatives available to the Company; and

WHEREAS, the Governing Body has had the opportunity to consult with Management, the Board, and the Advisors and consider each of the strategic alternatives available to the Company.

NOW, THEREFORE, BE IT RESOLVED, that in the judgment of the Governing Body, it is desirable and in the best interests of the Company, its creditors, and other parties in interest, that the Company shall be, and hereby is, authorized to file, or cause to be filed, a voluntary petition for relief (such voluntary petition, and the voluntary petitions to be filed by the Company's affiliates, collectively, the "Chapter 11 Cases") under the provisions of chapter 11 of title 11 of the United States Code (the "Bankruptcy Code") in the United States Bankruptcy Court for the

Southern District of Texas (the “Bankruptcy Court”) and any other petition for relief or recognition or other order that may be desirable under applicable law; and

FURTHER RESOLVED, that the Authorized Officers, acting alone or with one or more other Authorized Officers of the Company be, and each of them hereby is authorized, empowered, and directed to execute and file on behalf of the Company all petitions, schedules, lists, and other motions, objections, replies, applications, papers, or documents as necessary or advisable to commence the Chapter 11 Cases and obtain chapter 11 relief, and to take any and all actions that they deem necessary or proper to obtain such relief, including, without limitation, any action necessary to maintain the ordinary course operation of the Company’s business.

4. Senior Secured Super-Priority Debtor-In-Possession Credit Agreement

WHEREAS, TAILORED BRANDS, INC., a Texas corporation, THE MEN’S WEARHOUSE, INC., a Texas corporation, as debtor and debtor-in-possession, each of the other U.S. Subsidiary Borrowers from time to time party thereto (each of the foregoing, individually, as a “U.S. Borrower” and, collectively, as the “U.S. Borrowers”), MOORES THE SUIT PEOPLE CORP., a Nova Scotia unlimited liability company (the “Canadian Borrower” and, together with the U.S. Borrowers, the “Borrowers”), the Canadian Guarantors from time to time party thereto, the Lenders from time to time party thereto, JPMORGAN CHASE BANK, N.A., as Administrative Agent (“U.S. Agent”), and JPMORGAN CHASE BANK, N.A. TORONTO BRANCH, as Canadian Administrative Agent (“Canadian Agent”; together with the U.S. Agent, the “Agents”), propose to enter into that certain SENIOR SECURED SUPER-PRIORITY DEBTOR-IN-POSSESSION CREDIT AGREEMENT dated as of the date hereof (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “DIP Credit Agreement”);

WHEREAS, the obligation of the Lenders to make Loans to the Borrowers under the DIP Credit Agreement is subject to the Company having satisfied certain conditions described in the DIP Credit Agreement and the other Loan Documents (as defined below) to which it is a party;

WHEREAS, the DIP Credit Agreement requires the Company to guaranty and to grant a security interest to secure the obligations under the Loan Documents; and

WHEREAS, the Company will obtain benefits from the Loans made to the Borrowers under the DIP Credit Agreement.

NOW, THEREFORE, BE IT RESOLVED, that the form, terms and provisions of each of the instruments and documents listed below (collectively, the “Loan Documents”), substantially in the form received by the undersigned and the Company’s execution, delivery and performance of its obligations under the Loan Documents, including without limitation the grant of security interests under the Loan Documents, and, any borrowings or guaranty therewith, be, and hereby are, in all respects, approved:

- a) any promissory note executed by the Companies in connection with the DIP Credit Agreement;
- b) any fee letter in connection with the DIP Credit Agreement;
- c) any Collateral Document in connection with the DIP Credit Agreement;

- d) any intellectual property security agreement in connection with the DIP Credit Agreement;
- e) the Interim Order;
- f) the Final Order;
- g) the Intercreditor Agreement;
- h) the Intercompany Subordination Agreement;
- i) the Intercreditor Acknowledgement;
- j) any commitment letter in connection with the DIP Credit Agreement;
- k) any guarantee in connection with the DIP Credit Agreement;
- l) any assignment documents, security agreements, notices, financing statements, tax affidavits, and other instruments as the Agents and/or the Lenders may reasonably request or as may be necessary or appropriate to create, preserve and perfect the Liens of Agents and/or the Lenders required pursuant to the Loan Documents to be created in the Collateral;
- m) agreements with third parties (including, without limitation, bank agency agreements, lockbox agreements, cash management agreements, hedge agreements, control agreements, landlord agreements, Collateral Access Agreements, bailee letters, and warehouse letters) relating to the Collateral; and
- n) such other Loan Documents (as defined in the DIP Credit Agreement), agreements, documents, Orders, pledges, powers of attorney, instruments, letters of credit, acknowledgements, statements, paper, certificates and other documents and instruments, including any interest rate swaps, caps, collars or similar hedging agreement and any financing statements (or amendments thereto) that may be contemplated by, or as may be required by or executed in connection with any of the Loan Documents.

FURTHER RESOLVED, that the Authorized Officers, acting alone or with one or more other Authorized Officers be, and hereby is, authorized and empowered to execute and deliver, and perform all of the obligations and the transactions contemplated under each of the Loan Documents in the name and on behalf of the Company, with such changes therein as shall be approved by the Authorized Officer executing the same, with such execution by said Authorized Officer to constitute conclusive evidence of his or her approval of the terms thereof, including any departures therein from the form presented to the Governing Body;

FURTHER RESOLVED, that any person dealing with an Authorized Officer may conclusively rely upon the authority of such Authorized Officer by the execution of a document or agreement;

FURTHER RESOLVED, that the Company will obtain benefits from the loans made to the Company under the DIP Credit Agreement and the other Loan Documents which are necessary and convenient to the conduct, promotion and attainment of the business of the Company;

FURTHER RESOLVED, that the incurrence by the Company of the borrowings and obligations under the Loan Documents is hereby authorized and approved in all respects and the transactions contemplated by the Loan Documents are approved in all respects;

FURTHER RESOLVED, that each of the Authorized Officers be, and hereby is, authorized and empowered to take all actions or to not take any action in the name of the Company with respect to the transactions contemplated by these resolutions as the sole shareholder or sole member, of each direct or indirect subsidiary of the Company, if any, whether existing now or in the future, in each case, as such Authorized Officer shall deem necessary or desirable in such Authorized Officer's reasonable business judgment, including without limitation the authorization of resolutions and agreements necessary to authorize the execution, delivery and performance pursuant to the DIP Credit Agreement or any of the Loan Documents (including certificates, affidavits, financing statements, notices, reaffirmations and amendments and restatements thereof or relating thereto) as may be necessary or convenient to effectuate the purposes of the transactions contemplated herein;

FURTHER RESOLVED, that the Company be and it hereby is, authorized and directed to grant the Liens and security interests with respect to all or substantially all of its assets contemplated and as and when required by the Collateral Documents and the other Loan Documents in favor of the Agents and/or the Lenders to secure the Obligations (and any renewals, increases, extension for any period of rearrangement thereof) and to provide the guarantees contemplated in the Loan Documents;

FURTHER RESOLVED, that the Agents are authorized to file or record financing statements and other filing or recording documents or instruments with respect to the Collateral without the signature of the Company in such form and substance and in such offices as the Agents determine appropriate to continue to perfect the security interests of the Agents for the benefit of the Lenders under the DIP Credit Agreement and the other Loan Documents, as appropriate, and the Agents are authorized to use the collateral description "all or substantially all personal property assets of the Debtor, whether now existing or hereafter arising" or any similar description in any such financing statements;

FURTHER RESOLVED, that the Company be, and hereby is, authorized to guaranty the payment in full and performance of all Obligations, to the extent applicable, of its direct or indirect subsidiaries;

FURTHER RESOLVED, that any specific resolutions that may be required to have been adopted by the Company in connection with the actions contemplated by the foregoing resolutions be, and they hereby are, adopted, and the Authorized Officers of the Company be, and each of them acting alone hereby is authorized to certify as to the adoption of any and all such resolutions and attach such resolutions hereto;

FURTHER RESOLVED, that the omission from these resolutions of any agreement, document or other arrangement contemplated by any of the agreements, documents or instruments described in the foregoing resolutions or any action to be taken in accordance with any requirement of any of the agreements, documents, or instruments described in the foregoing resolutions shall in no manner derogate from the authority of the Authorized Officers, or any officer of the Company acting at their direction, to take all actions necessary, desirable, advisable or appropriate to consummate, effectuate carry out or further the transactions contemplated by, and the intent and purposes of, the foregoing resolutions;

FURTHER RESOLVED, that each of the Authorized Officers be, and hereby is, authorized and empowered to take all such further actions including, without limitation, to pay all fees, (including without limitation, the fees under the Fee Letters and expenses in accordance with the terms of the Loan Documents), to arrange for and enter into supplemental agreements, instruments, amendments, amendment and restatements, modifications, renewals, replacements, consolidations, substitutions, extensions, certificates or documents relating to the transactions contemplated by any of the Loan Documents and to execute and deliver all such supplemental agreements, instruments, amendments, amendment and restatements, modifications, renewals, replacements, consolidations, substitutions, extensions, certificates or documents in the name and on behalf of the Company, which shall in their sole judgment be necessary, proper or advisable in order to perform the Company's obligations under or in connection with any of the Loan Documents and the transactions contemplated therein, and to carry out fully the intent of the foregoing resolution. The performance of any such further act and the execution of any such document or instrument by any of the aforesaid Authorized Officers of the Company pursuant to these resolutions shall be conclusive evidence that the same have been authorized and approved by the Company in every respect;

FURTHER RESOLVED, that all acts and actions taken by any Authorized Officer prior to the date hereof with respect to the transactions contemplated by the Loan Documents (as defined in the DIP Credit Agreement), and any and all agreements, instruments, certificates or documents heretofore executed be, and hereby are, in all respects confirmed, approved and ratified; and

FURTHER RESOLVED, that all initially capitalized terms used in the resolutions under the caption "SENIOR SECURED SUPER-PRIORITY DEBTOR-IN-POSSESSION CREDIT AGREEMENT" and otherwise without definition shall have the meanings ascribed to them in the DIP Credit Agreement.

5. Retention of Professionals

NOW, THEREFORE, BE IT RESOLVED that each of the Authorized Officers be, and they hereby are, authorized and directed to employ the following professionals on behalf of the Company: (i) the law firm of Kirkland & Ellis LLP and Kirkland & Ellis International LLP, as general bankruptcy counsel, (ii) the law firm of Jackson Walker L.L.P., as co-bankruptcy counsel, (iii) the law firm of Stikeman Elliot LLP, as co-bankruptcy counsel, (iv) the law firm of Mourant Ozannes, as co-bankruptcy counsel, (v) PJT Partners LP, as financial advisor, (vi) AlixPartners, LLP, as restructuring advisor, (vii) Prime Clerk LLC, as notice and claims agent, (viii) A&G Realty Partners, LLC, as a real estate consultant and advisor, and (ix) any other legal counsels, accountants, financial advisors, restructuring advisors or other professionals the Authorized Officers deem necessary, appropriate or advisable; each to represent and assist the Company in carrying out its duties and responsibilities and exercising its rights under the Bankruptcy Code and applicable law (including, but not limited to, the law firms filing any pleadings and responses); and in connection therewith, each of the Authorized Officers be, and hereby is authorized, empowered and directed, in accordance with the terms and conditions hereof, to execute appropriate retention agreements and to cause to be filed appropriate applications for authority to reach such services; and

FURTHER RESOLVED, that all acts and deeds previously performed by any of the officers of the Authorized Officers, as may be applicable, prior to the adoption of the foregoing recitals and resolutions that are within the authority conferred by the foregoing recitals and resolutions, are hereby

ratified, confirmed and approved in all respects as the authorized acts and deeds of the Authorized Officers, as the case may be.

6. General

NOW, THEREFORE, BE IT RESOLVED, that in addition to the specific authorizations heretofore conferred upon the Authorized Officers, each of the Authorized Officers (and their designees and delegates) be, and they hereby are, authorized and empowered, in the name of and on behalf of the Company, to take or cause to be taken any and all such other and further action to: execute, acknowledge, deliver, and file any and all such agreements, certificates, instruments, and other documents; and pay all expenses, including but not limited to filing fees, in each case as in such officer's or officers' judgment, shall be necessary, advisable, or desirable to fully carry out the intent and accomplish the purposes of the resolutions adopted herein;

FURTHER RESOLVED, that the Governing Body has received sufficient notice of the actions and transactions relating to the matters contemplated by the foregoing resolutions, as may be required by the organizational documents of the Company, or hereby waive any right to have received such notice;

FURTHER RESOLVED, that all acts, actions and transactions relating to the matters contemplated by the foregoing resolutions done in the name of and on behalf of the Company, which acts would have been approved by the foregoing resolutions except that such acts were taken before the adoption of these resolutions, are hereby in all respects approved and ratified as the true acts and deeds of the Company with the same force and effect as if each such act, transaction, agreement or certificate has been specifically authorized in advance by resolution of the Governing Body; and

FURTHER RESOLVED, that each of the Authorized Officers (and their designees and delegates) be and hereby is authorized and empowered to take all actions or to not take any action in the name of the Company with respect to the transactions contemplated by these resolutions hereunder, as such Authorized Officers shall deem necessary or desirable in such Authorized Officer's reasonable judgment as may be necessary or convenient to effectuate the purposes of the transactions contemplated herein.

Fill in this information to identify the case and this filing:	
Debtor Name	Tailored Shared Services, LLC
United States Bankruptcy Court for the:	Southern District of Texas
	(State)
Case number (If known):	

Official Form 202**Declaration Under Penalty of Perjury for Non-Individual Debtors**

12/15

An individual who is authorized to act on behalf of a non-individual debtor, such as a corporation or partnership, must sign and submit this form for the schedules of assets and liabilities, any other document that requires a declaration that is not included in the document, and any amendments of those documents. This form must state the individual's position or relationship to the debtor, the identity of the document, and the date. Bankruptcy Rules 1008 and 9011.

WARNING -- Bankruptcy fraud is a serious crime. Making a false statement, concealing property, or obtaining money or property by fraud in connection with a bankruptcy case can result in fines up to \$500,000 or imprisonment for up to 20 years, or both. 18 U.S.C. §§ 152, 1341, 1519, and 3571.

Declaration and signature

I am the president, another officer, or an authorized agent of the corporation; a member or an authorized agent of the partnership; or another individual serving as a representative of the debtor in this case.

I have examined the information in the documents checked below and I have a reasonable belief that the information is true and correct:

- ☐ *Schedule A/B: Assets-Real and Personal Property (Official Form 206A/B)*
- ☐ *Schedule D: Creditors Who Have Claims Secured by Property (Official Form 206D)*
- ☐ *Schedule E/F: Creditors Who Have Unsecured Claims (Official Form 206E/F)*
- ☐ *Schedule G: Executory Contracts and Unexpired Leases (Official Form 206G)*
- ☐ *Schedule H: Codebtors (Official Form 206H)*
- ☐ *Summary of Assets and Liabilities for Non-Individuals (Official Form 206Sum)*
- ☐ *Amended Schedule*
- ☒ *Chapter 11 or Chapter 9 Cases: List of Creditors Who Have the 30 Largest Unsecured Claims and Are Not Insiders (Official Form 204)*
- ☒ Other document that requires a declaration **List of Equity Security Holders and Corporate Ownership Statement**

I declare under penalty of perjury that the foregoing is true and correct.

Executed on

08/02/2020

MM/ DD/YYYY

**/s/ Holly Etlin**

Signature of individual signing on behalf of debtor

Holly Etlin

Printed name

Chief Restructuring Officer

Position or relationship to debtor

TAB O

Voluntary Petition of TB UK Holding Limited

Fill in this information to identify the case:

United States Bankruptcy Court for the:

Southern District of Texas

(State)

Case number (if known):

Chapter

11☐ Check if this is an amended filing**Official Form 201****Voluntary Petition for Non-Individuals Filing for Bankruptcy**

04/20

If more space is needed, attach a separate sheet to this form. On the top of any additional pages, write the debtor's name and the case number (if known). For more information, a separate document, *Instructions for Bankruptcy Forms for Non-Individuals*, is available.

1. Debtor's Name TB UK Holding Limited

2. All other names debtor used in the last 8 years TB Worldwide Sourcing Holding Limited

Include any assumed names, trade names, and *doing business as* names

3. Debtor's federal Employer Identification Number (EIN) 98-1481185

4. Debtor's address **Principal place of business** **Mailing address, if different from principal place of business**

6100 Stevenson Boulevard

Number

Street

Number

Street

P.O. Box

Fremont, California 94538

City

State

Zip Code

City

State

Zip Code

Location of principal assets, if different from principal place of business

Alameda County

County

Number

Street

City

State

Zip Code

5. Debtor's website (URL) https://www.tailoredbrands.com/

6. Type of debtor

☒ Corporation (including Limited Liability Company (LLC) and Limited Liability Partnership (LLP))

☐ Partnership (excluding LLP)

☐ Other. Specify: _____

Debtor TB UK Holding Limited
Name

Case number (if known) _____

7. Describe debtor's business*A. Check One:*

- ☐ Health Care Business (as defined in 11 U.S.C. § 101(27A))
- ☐ Single Asset Real Estate (as defined in 11 U.S.C. § 101(51B))
- ☐ Railroad (as defined in 11 U.S.C. § 101(44))
- ☐ Stockbroker (as defined in 11 U.S.C. § 101(53A))
- ☐ Commodity Broker (as defined in 11 U.S.C. § 101(6))
- ☐ Clearing Bank (as defined in 11 U.S.C. § 781(3))
- ☒ None of the above

B. Check all that apply:

- ☐ Tax-exempt entity (as described in 26 U.S.C. § 501)
- ☐ Investment company, including hedge fund or pooled investment vehicle (as defined in 15 U.S.C. § 80a-3)
- ☐ Investment advisor (as defined in 15 U.S.C. § 80b-2(a)(11))

C. NAICS (North American Industry Classification System) 4-digit code that best describes debtor. See <http://www.uscourts.gov/four-digit-national-association-naics-codes> .
4481 (Clothing Stores)

8. Under which chapter of the Bankruptcy Code is the debtor filing?*Check One:*

- ☐ Chapter 7
- ☐ Chapter 9
- ☒ Chapter 11. *Check all that apply:*

A debtor who is a "small business debtor" must check the first sub-box. A debtor as defined in § 1182(1) who elects to proceed under subchapter V of chapter 11 (whether or not the debtor is a "small business debtor") must check the second sub-box.

- ☐ The debtor is a small business debtor as defined in 11 U.S.C. § 101(51D), and its aggregate noncontingent liquidated debts (excluding debts owed to insiders or affiliates) are less than \$2,725,625. If this sub-box is selected, attach the most recent balance sheet, statement of operations, cash-flow statement, and federal income tax return or if any of these documents do not exist, follow the procedure in 11 U.S.C. § 1116(1)(B).
- ☐ The debtor is a debtor as defined in 11 U.S.C. § 1182(1). Its aggregate noncontingent liquidated debts (excluding debts owed to insiders or affiliates) are less than \$7,500,000 **and it chooses to proceed under Subchapter V of Chapter 11.** If this sub-box is selected, attach the most recent balance sheet, statement of operations, cash-flow statement, and federal income tax return or if any of these documents do not exist, follow the procedure in 11 U.S.C. § 1116(1)(B).
- ☐ A plan is being filed with this petition.
- ☐ Acceptances of the plan were solicited prepetition from one or more classes of creditors, in accordance with 11 U.S.C. § 1126(b).
- ☒ The debtor is required to file periodic reports (for example, 10K and 10Q) with the Securities and Exchange Commission according to § 13 or 15(d) of the Securities Exchange Act of 1934. File the *Attachment to Voluntary Petition for Non-Individuals Filing for Bankruptcy under Chapter 11* (Official Form 201A) with this form.
- ☐ The debtor is a shell company as defined in the Securities Exchange Act of 1934 Rule 12b-2.

☐ Chapter 12**9. Were prior bankruptcy cases filed by or against the debtor within the last 8 years?**

- ☒ No District _____ When _____ Case number _____
- ☐ Yes. District _____ When _____ Case number _____

Debtor TB UK Holding Limited Case number (if known) _____
 Name _____

10. Are any bankruptcy cases pending or being filed by a business partner or an affiliate of the debtor? ☐ No ☒ Yes. Debtor See Rider 1 Relationship Affiliate
 List all cases. If more than 1, attach a separate list. District Southern District of Texas When 08/02/2020
 Case number, if known MM / DD / YYYY

11. Why is the case filed in this district? *Check all that apply:*
☐ Debtor has had its domicile, principal place of business, or principal assets in this district for 180 days immediately preceding the date of this petition or for a longer part of such 180 days than in any other district.
☒ A bankruptcy case concerning debtor's affiliate, general partner, or partnership is pending in this district.

12. Does the debtor own or have possession of any real property or personal property that needs immediate attention? ☒ No.
☐ Yes. Answer below for each property that needs immediate attention. Attach additional sheets if needed.
Why does the property need immediate attention? (Check all that apply.)

- ☐ It poses or is alleged to pose a threat of imminent and identifiable hazard to public health or safety.
 What is the hazard?
☐ It needs to be physically secured or protected from the weather.
☐ It includes perishable goods or assets that could quickly deteriorate or lose value without attention (for example, livestock, seasonal goods, meat, dairy, produce, or securities-related assets or other options).
☐ Other

Where is the property?

Number Street

City

State

Zip Code

Is the property insured?

☐ No

☐ Yes. Insurance agency

Contact name

Phone

Statistical and administrative information

13. Debtor's estimation of available funds *Check one:*
☒ Funds will be available for distribution to unsecured creditors.
☐ After any administrative expenses are paid, no funds will be available for distribution to unsecured creditors.

14. Estimated number of creditors¹

☐ 1-49	☐ 1,000-5,000	☒ 25,001-50,000
☐ 50-99	☐ 5,001-10,000	☐ 50,001-100,000
☐ 100-199	☐ 10,001-25,000	☐ More than 100,000
☐ 200-999		

¹ The Debtors' estimated assets, liabilities, and number of creditors noted here are provided on a consolidated basis.

Debtor TB UK Holding Limited Case number (if known) _____
 Name

15. Estimated assets

☐ \$0-\$50,000	☐ \$1,000,001-\$10 million	☐ \$500,000,001-\$1 billion
☐ \$50,001-\$100,000	☐ \$10,000,001-\$50 million	☒ \$1,000,000,001-\$10 billion
☐ \$100,001-\$500,000	☐ \$50,000,001-\$100 million	☐ \$10,000,000,001-\$50 billion
☐ \$500,001-\$1 million	☐ \$100,000,001-\$500 million	☐ More than \$50 billion

16. Estimated liabilities

☐ \$0-\$50,000	☐ \$1,000,001-\$10 million	☐ \$500,000,001-\$1 billion
☐ \$50,001-\$100,000	☐ \$10,000,001-\$50 million	☒ \$1,000,000,001-\$10 billion
☐ \$100,001-\$500,000	☐ \$50,000,001-\$100 million	☐ \$10,000,000,001-\$50 billion
☐ \$500,001-\$1 million	☐ \$100,000,001-\$500 million	☐ More than \$50 billion

Request for Relief, Declaration, and Signatures

WARNING -- Bankruptcy fraud is a serious crime. Making a false statement in connection with a bankruptcy case can result in fines up to \$500,000 or imprisonment for up to 20 years, or both. 18 U.S.C. §§ 152, 1341, 1519, and 3571.

17. Declaration and signature of authorized representative of debtor

The debtor requests relief in accordance with the chapter of title 11, United States Code, specified in this petition.

I have been authorized to file this petition on behalf of the debtor.

I have examined the information in this petition 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 08/02/2020
 MM/ DD / YYYY

X

/s/ Holly Etlin

Holly Etlin

Signature of authorized representative of debtor

Printed name

Title Chief Restructuring Officer

18. Signature of attorney

X

/s/ Matthew D. Cavanaugh

Date

08/02/2020

Signature of attorney for debtor

MM/ DD/YYYY

Matthew D. Cavanaugh

Printed name

Jackson Walker L.L.P.

Firm name

1401 McKinney Street, Suite 1900

Number

Street

Houston

City

Texas

State

77010

ZIP Code

(713) 752-4200

Contact phone

mcavanaugh@jw.com

Email address

24062656

Bar number

Texas

State

Fill in this information to identify the case:

United States Bankruptcy Court for the:

Southern District of Texas

(State)

Case number (if known):

Chapter

11

☐ Check if this is an amended filing**Rider 1****Pending Bankruptcy Cases Filed by the Debtor and Affiliates of the Debtor**

On the date hereof, each of the entities listed below (collectively, the "Debtors") filed a petition in the United States Bankruptcy Court for the Southern District of Texas for relief under chapter 11 of title 11 of the United States Code. The Debtors have moved for joint administration of these cases under the case number assigned to the chapter 11 case of Tailored Brands, Inc.

Tailored Brands, Inc.
JA Apparel Corp.
Jos. A. Bank Clothiers, Inc.
Joseph Abboud Manufacturing Corp.
K&G Men's Company Inc.
Moore's Retail Group Corp.
Moore's The Suit People Corp.
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 Holding Limited
The Joseph A. Bank Mfg. Co., Inc.
The Men's Wearhouse, Inc.
TMW Merchants LLC

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

In re:

TB UK HOLDING LIMITED,

Debtor.

)
) Chapter 11
)
) Case No. 20-[●] ([●])
)
)
)

LIST OF EQUITY SECURITY HOLDERS¹

Debtor	Equity Holders	Address of Equity Holder	Percentage of Equity Held
TB UK Holding Limited	The Men's Wearhouse, Inc.	6100 Stevenson Boulevard Fremont, California 94538	100%

¹ This list reflects holders of five percent or more of Tailored Brands, Inc.'s common stock. This list serves as the disclosure required to be made by the debtor pursuant to rule 1007 of the Federal Rules of Bankruptcy Procedure. All equity positions listed are as of the date of commencement of the chapter 11 case. By the *Debtors' Emergency Motion for Entry of an Order (I) Authorizing the Debtors to File a Consolidated List of Creditors and a Consolidated List of the 30 Largest Unsecured Creditors, (II) Waiving the Requirement to File a List of Equity Security Holders, (III) Authorizing the Debtors to Redact Certain Personal Identification Information, (IV) Approving the Form and Manner of Notifying Creditors of the Commencement of the Chapter 11 Cases and Other Information, and (V) Granting Related Relief* filed contemporaneously herewith, the debtor is requesting a waiver of the requirement under rule 1007 to file a list of all of its equity security holders.

Fill in this information to identify the case:Debtor name Tailored Brands, Inc., et al.United States Bankruptcy Court for the: Southern District of Texas

Case number (If known): _____ (State)

☐ Check if this is an amended filing**Official Form 204****Chapter 11 or Chapter 9 Cases: List of Creditors Who Have the 30 Largest Unsecured Claims and Are Not Insiders**

12/15

A list of creditors holding the 30 largest unsecured claims must be filed in a Chapter 11 or Chapter 9 case. Include claims which the debtor disputes. Do not include claims by any person or entity who is an *insider*, as defined in 11 U.S.C. § 101(31). Also, do not include claims by secured creditors, unless the unsecured claim resulting from inadequate collateral value places the creditor among the holders of the 30 largest unsecured claims.

	Name of creditor and complete mailing address, including zip code	Name, telephone number and email address of creditor contact	Nature of claim (for example, trade debts, bank loans, professional services, and government contracts)	Indicate if claim is contingent, unliquidated, or disputed	Amount of claim		
					If the claim is fully unsecured, fill in only unsecured claim amount. If claim is partially secured, fill in total claim amount and deduction for value of collateral or setoff to calculate unsecured claim.		
					Total claim, if partially secured	Deduction for value of collateral or setoff [1]	Unsecured Claim
1	BANK OF NEW YORK MELLON TRUST COMPANY, N.A. 601 TRAVIS ST, 16TH FLOOR HOUSTON, TX 77002	CONTACT: LISA MCCANTS PHONE: 713-483-6752 EMAIL: LISA.MCCANTS@BNYMELLON.COM	SENIOR NOTES DUE 2022		\$179,916,000		\$179,916,000
2	ICON INTERNATIONAL INC LOCKBOX SERVICES 1487 DEPT 1487 350 N ORLEANS STREET STE 800 CHICAGO, IL 60654-1529	CONTACT: KATHLEEN CHOMIENNE PHONE: 203-388-1442 EMAIL: KCHOMIENNE@ICONINTERNATIONAL.COM	TRADE DEBTS		\$8,214,000		\$8,214,000
3	PEERLESS CLOTHING INC. 200 INDUSTRIAL PARK RD. SAINT ALBANS, VT 05478-1873	CONTACT: JOHN TIGHE PHONE: 469-500-8839 EMAIL: JOHNT@PEERLESS-CLOTHING.COM	TRADE DEBTS		\$8,115,000		\$8,115,000
4	ADOBE SYSTEMS INC 29322 NETWORK PLACE CHICAGO, IL 60673-1293	CONTACT: JEFFEREY YOUNG PHONE: 385-345-2280 EMAIL: JYOUNG@ADOBE.COM	TRADE DEBTS		\$7,047,000		\$7,047,000
5	WH BUYER, LLC DBA WHP GLOBAL 333 S GRAND AVENUE 28TH FLOOR LOS ANGELES, CA 90071	CONTACT: STEPHEN CONWELL PHONE: 646-518-8499 EMAIL: SCONWELL@WHP-GLOBAL.COM	ROYALTIES		\$5,781,000		\$5,781,000
6	ENGIE INSIGHT 1313 NORTH ATLANTIC, SUITE 5000 SPOKANE, WA 99201-2330	CONTACT: RICHARD COOMBE PHONE: 480-625-5055 EMAIL: RICHARD.COOMBE@ENGIE.COM	TRADE DEBTS		\$4,966,000		\$4,966,000

¹ The Debtors reserve the right to assert setoff and other rights with respect to any of the claims listed herein.

	Name of creditor and complete mailing address, including zip code	Name, telephone number and email address of creditor contact	Nature of claim (for example, trade debts, bank loans, professional services, and government contracts)	Indicate if claim is contingent, unliquidated, or disputed	Amount of claim If the claim is fully unsecured, fill in only unsecured claim amount. If claim is partially secured, fill in total claim amount and deduction for value of collateral or setoff to calculate unsecured claim.		
					Total claim, if partially secured	Deduction for value of collateral or setoff [1]	Unsecured Claim
7	MCKINSEY & COMPANY, INC. 3 WORLD TRADE CENTER 175 GREENWICH STREET NEW YORK, NY 10007	CONTACT: GENERAL COUNSEL OFFICE PHONE: 212-415-5372 EMAIL: KILLIAN_NOLAN@MCKINSEY.COM	PROFESSIONAL SERVICES		\$3,500,000		\$3,500,000
8	DAVID'S BRIDAL, INC. 1001 WASHINGTON ST. ASF MONTHLY INSTALLMENT CONSHOHOCKEN, PA 19428	CONTACT: JIM MARCUM PHONE: 603-455-5650 EMAIL: JMARCUM@DBI.COM	ROYALTIES		\$3,490,000		\$3,490,000
9	FLOW FORMAL ALLIANCE, LLC P.O. BOX 842683 BOSTON, MA 02284-2683	CONTACT: JEFF WEINTRAUB PHONE: 561-504-1846 EMAIL: LJTHEALIEN@AOL.COM	TRADE DEBTS		\$3,203,000		\$3,203,000
10	PRODUCTOS TEXTILES 800 METROS CARRETERA A LA JUTOSA, ZONA LIBRE INHDELVA CHOLOMA CORTEZ, HND	CONTACT: JACOBO KATTAN PHONE: 50499785004 EMAIL: JACOBO.KATTAN@PROTEXSA.HN	TRADE DEBTS		\$2,786,000		\$2,786,000
11	PHILLIPS VAN HEUSEN CORP P.O. BOX 532513 ATLANTA, GA 30353-2513	CONTACT: ANN RALKO PHONE: 908-332-4698 EMAIL: ANN.RALKO@PVH.COM	TRADE DEBTS		\$2,668,000		\$2,668,000
12	VETEMENTS PEERLESS CLOTHING 8888 BOUL PIE 1X MONTREAL, QC H1Z 4J5 CAN	CONTACT: JOHN TIGHE PHONE: 469-500-8839 EMAIL: JOHNT@PEERLESS-CLOTHING.COM	TRADE DEBTS		\$2,224,000		\$2,224,000
13	GOOGLE, INC. DEPT 33654 P.O. BOX 39000 SAN FRANCISCO, CA 94139	CONTACT: RICH JONES PHONE: 650-862-1371 EMAIL: RJONES@GOOGLE.COM	TRADE DEBTS		\$1,841,000		\$1,841,000
14	LAGUNA CLOTHING(MAURITIUS)LTD BOUNDARY ROAD QUATRE BORNES, MUS	CONTACT: ERIC DORCHIES PHONE: 23054233500 EMAIL: EDORCHIES@AQUARELLE-CLOTHING.COM	TRADE DEBTS		\$1,630,000		\$1,630,000
15	TOP GENUINE, LLC PO BOX 50001 PASADENA, CA 91105	CONTACT: RAY TOLLES PHONE: 213-479-3000 EMAIL: RAY.TOLLES@GMAIL.COM	TRADE DEBTS		\$1,567,000		\$1,567,000
16	KENNETH COLE PRODUCTION/ROYALTIES/ADVE RT 400 PLAZA DRIVE SECAUCUS, NJ 07094	CONTACT: KENNETH COLE PHONE: 914-806-2323 EMAIL: KENNETH@KENNETHCOLE.COM	ROYALTIES		\$1,464,000		\$1,464,000
17	CASS INFORMATION SYSTEMS INC. P.O. BOX 17617 ST.LOUIS, MO 63178	CONTACT: DEREK PANO PHONE: 978-323-6567 EMAIL: DAPANO@CASSINFO.COM	TRADE DEBTS		\$1,461,000		\$1,461,000
18	AT&T P.O. BOX 5019 CAROL STREAM, IL 60197-5019	CONTACT: CHARLES KEETON PHONE: 281-797-1882 EMAIL: CK6861@ATT.COM	UTILITY		\$1,361,000		\$1,361,000

	Name of creditor and complete mailing address, including zip code	Name, telephone number and email address of creditor contact	Nature of claim (for example, trade debts, bank loans, professional services, and government contracts)	Indicate if claim is contingent, unliquidated, or disputed	Amount of claim If the claim is fully unsecured, fill in only unsecured claim amount. If claim is partially secured, fill in total claim amount and deduction for value of collateral or setoff to calculate unsecured claim.		
					Total claim, if partially secured	Deduction for value of collateral or setoff [1]	Unsecured Claim
19	PT UNGARAN SARI GARMENTS KUNINGAN CITY (AXA TOWER), 41ST FLOOR JL. PROF. DR.SATRIO JAKARTA, 12940 IND	CONTACT: MANISH VIRMANI PHONE: 628111045222 EMAIL: MANISH.VIRMANI@BUSANAGROUP.COM	TRADE DEBTS		\$1,205,000		\$1,205,000
20	JIANGSU SUNSHINE CO. LTD./ FABRIC WIRE XINQIAO TOWN, UIANGYIN CITY JIANGSU PROVINCE 214426, CHN	CONTACT: LIPING PHONE: 760-224-7532 EMAIL: LIPINGHECN@YAHOO.COM	TRADE DEBTS		\$914,000		\$914,000
21	HCL TECHNOLOGIES LTD 806 SIDDHARTH 96 NEHRU PLACE NEW DEHLI, 110-0119 IND	CONTACT: TRACY DECICCO PHONE: 303-570-3801 EMAIL: TRACY.DECICCO@HCL.COM	TRADE DEBTS		\$875,000		\$875,000
22	STAPLES PO BOX 70242 PHILADELPHIA, PA 19176-0242	PHONE: 877-826-7755	TRADE DEBTS		\$823,000		\$823,000
23	CT CORPORATION PO BOX 4349 CAROL STREAM, IL 60197-4349	CONTACT: BONNUS SMITH PHONE: 713-882-8566 EMAIL: BONNIE.SMITH@WOLTERSKLUWER.COM	TRADE DEBTS		\$812,000		\$812,000
24	FABIAN COUTURE GROUP 205C CHUBB AVENUE LYNDHURST, NJ 07071	CONTACT: ALLAN WEISS PHONE: 201-248-3562 EMAIL: AAJWEISS@AOL.COM	TRADE DEBTS		\$805,000		\$805,000
25	FLORSHEIM SHOE CO. 7734 SOLUTION CENTER CHICAGO, IL 60677-7007	CONTACT: JOHN FLORSHEIM PHONE: 414-908-1889 EMAIL: JFLORSHEIM@WEYCOGROUP.COM	TRADE DEBTS		\$784,000		\$784,000
26	CAULFEILD APPAREL GROUP LTD 1400 WHITEHORSE RD TORONTO, ON M3J3A7 CAN	CONTACT: MARIO TOMEI PHONE: 416-720-5984 EMAIL: MARIOT@CAULFEILD	TRADE DEBTS		\$782,000		\$782,000
27	TRANSPACIFIC INC. C/O TRANSPACIFIC P.O. BOX 75359 CHICAGO, IL 60675-5359	CONTACT: NING ZHOA PHONE: 917-886-9518 EMAIL: NING@MORETTISHOE.COM	TRADE DEBTS		\$776,000		\$776,000
28	MM FASHION AND DESIGN INC 9202 CHARLES SMITH AVENUE RANCHO CUCAMONGA, CA 91730	CONTACT: ANGEL MARTINEZ PHONE: 909-720-8661 EMAIL: ANGEL@MMFASHIONINC.COM	TRADE DEBTS		\$742,000		\$742,000
29	BLDG MANAGEMENT CO., INC. / 7101 417 FIFTH AVENUE, 4TH FLOOR NEW YORK, NY 10016	CONTACT: SARA FONTANET PHONE: 212-624-4337 EMAIL: SFONTANET@BLDG.COM	RENT		\$703,000		\$703,000
30	SITUS ASSET MANAGEMENT, LLC / #220 C/O BTR HAMPSTEAD, LLC SIGNATURE BANK NEWARK, NJ 07101-8084	CONTACT: ANGELA BALDWIN PHONE: 410-844-3906 EMAIL: ABALDWIN@BTRCAPITALGROUP.COM	RENT		\$701,000		\$701,000

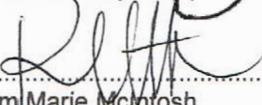
TB UK HOLDING LIMITED
Company Number 11918975
(the **Company**)

In lieu of a meeting of directors, the call and notice of which is hereby expressly waived, the directors of the Company do hereby consent to the adoption of and adopt the resolutions set forth on Annex A attached hereto.

This consent may be executed in counterparts, each of which shall be deemed an original, and all of which taken together shall constitute one instrument. A copy of this consent signed and delivered by telecopy, facsimile or other electronic transmission shall be considered an original, executed consent.

Date: August 2, 2020


.....
Aidan Jeremy Arney


.....
Kim Marie McIntosh

ANNEX A

1. Restructuring Support Agreement

WHEREAS, the board of directors (the “Governing Body”) of TB UK Holding Limited (the “Company”) has reviewed and considered (i) the recommendation by the Board of Directors of Tailored Brands, Inc. (the “Board”) and the authorized officers and representatives of Tailored Brands, Inc. (“Management”) that the Company enter into that certain restructuring support agreement (in such form as authorized and executed by any Authorized Officer (as defined below), with such authorization as evidenced by the execution and delivery by any such Authorized Signatory, the “Restructuring Support Agreement”), (ii) the presentations by the Advisors regarding the liabilities and liquidity of the Company, the strategic alternatives available to the Company, and the impact of the foregoing on the Company’s business, (iii) the information and advice previously provided to and reviewed by the Governing Body, the Board, and Management, and (iv) the related matters reported on at meetings of the Governing Body and the Board;

WHEREAS, the Governing Body has had the opportunity to consult with Management and the Board and the financial, restructuring, and legal advisors described in Section 4 herein (collectively, the “Advisors”) and fully consider each of the strategic alternatives available to the Company;

WHEREAS, Management is continuing to negotiate the Restructuring Support Agreement with the Company’s stakeholders, with the terms of such Restructuring Support Agreement to be substantially consistent with the terms set forth in the presentations by Management; and

WHEREAS, the Restructuring Support Agreement provides that it can be terminated if the Governing Body determines, after consulting with counsel, that proceeding with any of the restructuring transactions contemplated by the Restructuring Support Agreement would be inconsistent with applicable law or the Governing Body’s fiduciary duties.

NOW, THEREFORE, BE IT RESOLVED, that it is desirable and in the best interests the Company, its stakeholders, its creditors, and other parties in interest, to enter into the Restructuring Support Agreement, and that the Company’s performance of its obligations under the Restructuring Support Agreement, and all other exhibits, schedules, attachments, and ancillary documents or agreements related thereto, hereby is, in all respects, authorized and approved;

FURTHER RESOLVED, that Management is hereby authorized and directed to take all actions necessary or advisable to negotiate and finalize the Restructuring Support Agreement and, subject to receiving sufficient consents from the Consenting Term Loan Lenders (as defined in the Restructuring Support Agreement), enter into and perform under the Restructuring Support Agreement, and the restructuring contemplated thereunder; and

FURTHER RESOLVED, that the directors of the Company and any other person designated by the Governing Body (collectively, the “Authorized Officers”) shall be, and each of them individually hereby is, authorized for and on behalf of the Company to take all actions (including, without limitation, to negotiate and execute any agreements, documents, certificates, supplemental agreements and instruments) necessary or advisable to finalize the Restructuring Support Agreement and, subject to receiving sufficient consents from the Consenting Term Loan Lenders (as defined in the Restructuring Support Agreement), to enter into the Restructuring Support Agreement, and to perform all the transactions contemplated thereby, that in the judgment of the applicable Authorized Officers, are necessary or appropriate to effectuate and carry out the purposes and intent of the foregoing resolutions (such determination to be conclusively evidenced by the taking of such action or execution thereof).

2. Chapter 11 Filing

WHEREAS, the Governing Body has considered certain materials presented by Management and the Advisors, including, but not limited to, materials regarding the liabilities and obligations of the Company, its liquidity, strategic alternatives available to it, and the effect of the foregoing on the Company's business, and has had adequate opportunity to consult such persons regarding the materials presented, obtain additional information, and to fully consider each of the strategic alternatives available to the Company; and

WHEREAS, the Governing Body has had the opportunity to consult with Management, the Board, and the Advisors and consider each of the strategic alternatives available to the Company.

NOW, THEREFORE, BE IT RESOLVED, that in the judgment of the Governing Body, it is desirable and in the best interests of the Company, its creditors, and other parties in interest, that the Company shall be, and hereby is, authorized to file, or cause to be filed, a voluntary petition for relief (such voluntary petition, and the voluntary petitions to be filed by the Company's affiliates, collectively, the "Chapter 11 Cases") under the provisions of chapter 11 of title 11 of the United States Code (the "Bankruptcy Code") in the United States Bankruptcy Court for the Southern District of Texas (the "Bankruptcy Court") and any other petition for relief or recognition or other order that may be desirable under applicable law; and

FURTHER RESOLVED, that the Authorized Officers, acting alone or with one or more other Authorized Officers of the Company be, and each of them hereby is authorized, empowered, and directed to execute and file on behalf of the Company all petitions, schedules, lists, and other motions, objections, replies, applications, papers, or documents as necessary or advisable to commence the Chapter 11 Cases and obtain chapter 11 relief, and to take any and all actions that they deem necessary or proper to obtain such relief, including, without limitation, any action necessary to maintain the ordinary course operation of the Company's business.

3. Senior Secured Super-Priority Debtor-In-Possession Credit Agreement

WHEREAS, TAILORED BRANDS, INC., a Texas corporation, THE MEN'S WEARHOUSE, INC., a Texas corporation, as debtor and debtor-in-possession, each of the other U.S. Subsidiary Borrowers from time to time party thereto (each of the foregoing, individually, as a "U.S. Borrower" and, collectively, as the "U.S. Borrowers"), MOORES THE SUIT PEOPLE CORP., a Nova Scotia unlimited liability company (the "Canadian Borrower" and, together with the U.S. Borrowers, the "Borrowers"), the Canadian Guarantors from time to time party thereto, the Lenders from time to time party thereto, JPMORGAN CHASE BANK, N.A., as Administrative Agent ("U.S. Agent"), and JPMORGAN CHASE BANK, N.A. TORONTO BRANCH, as Canadian Administrative Agent ("Canadian Agent"; together with the U.S. Agent, the "Agents"), propose to enter into that certain SENIOR SECURED SUPER-PRIORITY DEBTOR-IN-POSSESSION CREDIT AGREEMENT dated as of the date hereof (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "DIP Credit Agreement");

WHEREAS, the obligation of the Lenders to make Loans to the Borrowers under the DIP Credit Agreement is subject to the Company having satisfied certain conditions described in the DIP Credit Agreement and the other Loan Documents (as defined below) to which it is a party;

WHEREAS, the DIP Credit Agreement requires the Company to guaranty and to grant a security interest to secure the obligations under the Loan Documents; and

WHEREAS, the Company will obtain benefits from the Loans made to the Borrowers under the DIP Credit Agreement.

NOW, THEREFORE, BE IT RESOLVED, that the form, terms and provisions of each of the instruments and documents listed below (collectively, the "Loan Documents"), substantially in the form received by the undersigned and the Company's execution, delivery and performance of its obligations

under the Loan Documents, including without limitation the grant of security interests under the Loan Documents, and, any borrowings or guaranty therewith, be, and hereby are, in all respects, approved:

- a) any promissory note executed by the Companies in connection with the DIP Credit Agreement;
- b) any fee letter in connection with the DIP Credit Agreement;
- c) any Collateral Document in connection with the DIP Credit Agreement;
- d) any intellectual property security agreement in connection with the DIP Credit Agreement;
- e) the Interim Order;
- f) the Final Order;
- g) the Intercreditor Agreement;
- h) the Intercompany Subordination Agreement;
- i) the Intercreditor Acknowledgement;
- j) any commitment letter in connection with the DIP Credit Agreement;
- k) any guarantee in connection with the DIP Credit Agreement;
- l) any assignment documents, security agreements, notices, financing statements, tax affidavits, and other instruments as the Agents and/or the Lenders may reasonably request or as may be necessary or appropriate to create, preserve and perfect the Liens of Agents and/or the Lenders required pursuant to the Loan Documents to be created in the Collateral;
- m) agreements with third parties (including, without limitation, bank agency agreements, lockbox agreements, cash management agreements, hedge agreements, control agreements, landlord agreements, Collateral Access Agreements, bailee letters, and warehouse letters) relating to the Collateral; and
- n) such other Loan Documents (as defined in the DIP Credit Agreement), agreements, documents, Orders, pledges, powers of attorney, instruments, letters of credit, acknowledgements, statements, paper, certificates and other documents and instruments, including any interest rate swaps, caps, collars or similar hedging agreement and any financing statements (or amendments thereto) that may be contemplated by, or as may be required by or executed in connection with any of the Loan Documents.

FURTHER RESOLVED, that the Authorized Officers, acting alone or with one or more other Authorized Officers be, and hereby is, authorized and empowered to execute and deliver, and perform all of the obligations and the transactions contemplated under each of the Loan Documents in the name and on behalf of the Company, with such changes therein as shall be approved by the Authorized Officer executing the same, with such execution by said Authorized Officer to constitute conclusive evidence of his or her approval of the terms thereof, including any departures therein from the form presented to the Governing Body;

FURTHER RESOLVED, that any person dealing with an Authorized Officer may conclusively rely upon the authority of such Authorized Officer by the execution of a document or agreement;

FURTHER RESOLVED, that the Company will obtain benefits from the loans made to the Company under the DIP Credit Agreement and the other Loan Documents which are necessary and convenient to the conduct, promotion and attainment of the business of the Company;

FURTHER RESOLVED, that the incurrence by the Company of the borrowings and obligations under the Loan Documents is hereby authorized and approved in all respects and the transactions contemplated by the Loan Documents are approved in all respects;

FURTHER RESOLVED, that each of the Authorized Officers be, and hereby is, authorized and empowered to take all actions or to not take any action in the name of the Company with respect to the transactions contemplated by these resolutions as the sole shareholder or sole member, of each direct or indirect subsidiary of the Company, if any, whether existing now or in the future, in each case, as such Authorized Officer shall deem necessary or desirable in such Authorized Officer's reasonable business judgment, including without limitation the authorization of resolutions and agreements necessary to authorize the execution, delivery and performance pursuant to the DIP Credit Agreement or any of the Loan Documents (including certificates, affidavits, financing statements, notices, reaffirmations and amendments and restatements thereof or relating thereto) as may be necessary or convenient to effectuate the purposes of the transactions contemplated herein;

FURTHER RESOLVED, that the Company be and it hereby is, authorized and directed to grant the Liens and security interests with respect to all or substantially all of its assets contemplated and as and when required by the Collateral Documents and the other Loan Documents in favor of the Agents and/or the Lenders to secure the Obligations (and any renewals, increases, extension for any period of rearrangement thereof) and to provide the guarantees contemplated in the Loan Documents;

FURTHER RESOLVED, that the Agents are authorized to file or record financing statements and other filing or recording documents or instruments with respect to the Collateral without the signature of the Company in such form and substance and in such offices as the Agents determine appropriate to continue to perfect the security interests of the Agents for the benefit of the Lenders under the DIP Credit Agreement and the other Loan Documents, as appropriate, and the Agents are authorized to use the collateral description "all or substantially all personal property assets of the Debtor, whether now existing or hereafter arising" or any similar description in any such financing statements;

FURTHER RESOLVED, that the Company be, and hereby is, authorized to guaranty the payment in full and performance of all Obligations, to the extent applicable, of its direct or indirect subsidiaries;

FURTHER RESOLVED, that any specific resolutions that may be required to have been adopted by the Company in connection with the actions contemplated by the foregoing resolutions be, and they hereby are, adopted, and the Authorized Officers of the Company be, and each of them acting alone hereby is authorized to certify as to the adoption of any and all such resolutions and attach such resolutions hereto;

FURTHER RESOLVED, that the omission from these resolutions of any agreement, document or other arrangement contemplated by any of the agreements, documents or instruments described in the foregoing resolutions or any action to be taken in accordance with any requirement of any of the agreements, documents, or instruments described in the foregoing resolutions shall in no manner derogate from the authority of the Authorized Officers, or any officer of the Company acting at their direction, to take all actions necessary, desirable, advisable or appropriate to consummate, effectuate carry out or further the transactions contemplated by, and the intent and purposes of, the foregoing resolutions;

FURTHER RESOLVED, that each of the Authorized Officers be, and hereby is, authorized and empowered to take all such further actions including, without limitation, to pay all fees, (including without limitation, the fees under the Fee Letters and expenses in accordance with the terms of the Loan Documents), to arrange for and enter into supplemental agreements, instruments, amendments, amendment and restatements, modifications, renewals, replacements, consolidations, substitutions, extensions, certificates or documents relating to the transactions contemplated by any of the Loan Documents and to execute and deliver all such supplemental agreements, instruments, amendments,

amendment and restatements, modifications, renewals, replacements, consolidations, substitutions, extensions, certificates or documents in the name and on behalf of the Company, which shall in their sole judgment be necessary, proper or advisable in order to perform the Company's obligations under or in connection with any of the Loan Documents and the transactions contemplated therein, and to carry out fully the intent of the foregoing resolution. The performance of any such further act and the execution of any such document or instrument by any of the aforesaid Authorized Officers of the Company pursuant to these resolutions shall be conclusive evidence that the same have been authorized and approved by the Company in every respect;

FURTHER RESOLVED, that all acts and actions taken by any Authorized Officer prior to the date hereof with respect to the transactions contemplated by the Loan Documents (as defined in the DIP Credit Agreement), and any and all agreements, instruments, certificates or documents heretofore executed be, and hereby are, in all respects confirmed, approved and ratified; and

FURTHER RESOLVED, that all initially capitalized terms used in the resolutions under the caption "SENIOR SECURED SUPER-PRIORITY DEBTOR-IN-POSSESSION CREDIT AGREEMENT" and otherwise without definition shall have the meanings ascribed to them in the DIP Credit Agreement.

4. Retention of Professionals

NOW, THEREFORE, BE IT RESOLVED that each of the Authorized Officers be, and they hereby are, authorized and directed to employ the following professionals on behalf of the Company: (i) the law firm of Kirkland & Ellis LLP and Kirkland & Ellis International LLP, as general bankruptcy counsel, (ii) the law firm of Jackson Walker L.L.P., as co-bankruptcy counsel, (iii) the law firm of Stikeman Elliot LLP, as co-bankruptcy counsel, (iv) the law firm of Maurant Ozannes, as co-bankruptcy counsel, (v) PJT Partners LP, as financial advisor, (vi) AlixPartners, LLP, as restructuring advisor, (vii) Prime Clerk LLC, as notice and claims agent, (viii) A&G Realty Partners, LLC, as a real estate consultant and advisor, and (ix) any other legal counsels, accountants, financial advisors, restructuring advisors or other professionals the Authorized Officers deem necessary, appropriate or advisable; each to represent and assist the Company in carrying out its duties and responsibilities and exercising its rights under the Bankruptcy Code and applicable law (including, but not limited to, the law firms filing any pleadings and responses); and in connection therewith, each of the Authorized Officers be, and hereby is authorized, empowered and directed, in accordance with the terms and conditions hereof, to execute appropriate retention agreements and to cause to be filed appropriate applications for authority to reach such services; and

FURTHER RESOLVED, that all acts and deeds previously performed by any of the officers of the Authorized Officers, as may be applicable, prior to the adoption of the foregoing recitals and resolutions that are within the authority conferred by the foregoing recitals and resolutions, are hereby ratified, confirmed and approved in all respects as the authorized acts and deeds of the Authorized Officers, as the case may be.

5. General

NOW, THEREFORE, BE IT RESOLVED, that in addition to the specific authorizations heretofore conferred upon the Authorized Officers, each of the Authorized Officers (and their designees and delegates) be, and they hereby are, authorized and empowered, in the name of and on behalf of the Company, to take or cause to be taken any and all such other and further action to: execute, acknowledge, deliver, and file any and all such agreements, certificates, instruments, and other documents; and pay all expenses, including but not limited to filing fees, in each case as in such officer's or officers' judgment, shall be necessary, advisable, or desirable to fully carry out the intent and accomplish the purposes of the resolutions adopted herein;

FURTHER RESOLVED, that the Governing Body has received sufficient notice of the actions and transactions relating to the matters contemplated by the foregoing resolutions, as may be required by the organizational documents of the Company, or hereby waive any right to have received such notice;

FURTHER RESOLVED, that all acts, actions and transactions relating to the matters contemplated by the foregoing resolutions done in the name of and on behalf of the Company, which acts would have been approved by the foregoing resolutions except that such acts were taken before the adoption of these resolutions, are hereby in all respects approved and ratified as the true acts and deeds of the Company with the same force and effect as if each such act, transaction, agreement or certificate has been specifically authorized in advance by resolution of the Governing Body; and

FURTHER RESOLVED, that each of the Authorized Officers (and their designees and delegates) be and hereby is authorized and empowered to take all actions or to not take any action in the name of the Company with respect to the transactions contemplated by these resolutions hereunder, as such Authorized Officers shall deem necessary or desirable in such Authorized Officer's reasonable judgment as may be necessary or convenient to effectuate the purposes of the transactions contemplated herein.

Fill in this information to identify the case and this filing:	
Debtor Name	TB UK Holding Limited
United States Bankruptcy Court for the:	Southern District of Texas
Case number (If known):	(State)

Official Form 202**Declaration Under Penalty of Perjury for Non-Individual Debtors**

12/15

An individual who is authorized to act on behalf of a non-individual debtor, such as a corporation or partnership, must sign and submit this form for the schedules of assets and liabilities, any other document that requires a declaration that is not included in the document, and any amendments of those documents. This form must state the individual's position or relationship to the debtor, the identity of the document, and the date. Bankruptcy Rules 1008 and 9011.

WARNING -- Bankruptcy fraud is a serious crime. Making a false statement, concealing property, or obtaining money or property by fraud in connection with a bankruptcy case can result in fines up to \$500,000 or imprisonment for up to 20 years, or both. 18 U.S.C. §§ 152, 1341, 1519, and 3571.

Declaration and signature

I am the president, another officer, or an authorized agent of the corporation; a member or an authorized agent of the partnership; or another individual serving as a representative of the debtor in this case.

I have examined the information in the documents checked below and I have a reasonable belief that the information is true and correct:

- ☐ *Schedule A/B: Assets-Real and Personal Property (Official Form 206A/B)*
- ☐ *Schedule D: Creditors Who Have Claims Secured by Property (Official Form 206D)*
- ☐ *Schedule E/F: Creditors Who Have Unsecured Claims (Official Form 206E/F)*
- ☐ *Schedule G: Executory Contracts and Unexpired Leases (Official Form 206G)*
- ☐ *Schedule H: Codebtors (Official Form 206H)*
- ☐ *Summary of Assets and Liabilities for Non-Individuals (Official Form 206Sum)*
- ☐ Amended Schedule
- ☒ *Chapter 11 or Chapter 9 Cases: List of Creditors Who Have the 30 Largest Unsecured Claims and Are Not Insiders (Official Form 204)*
- ☒ Other document that requires a declaration **List of Equity Security Holders and Corporate Ownership Statement**

I declare under penalty of perjury that the foregoing is true and correct.

Executed on

08/02/2020

MM/ DD/YYYY

☒ **/s/ Holly Etlin**

Signature of individual signing on behalf of debtor

Holly Etlin

Printed name

Chief Restructuring Officer

Position or relationship to debtor

TAB P

Voluntary Petition of The Joseph A. Bank Mfg. Co., Inc.

Fill in this information to identify the case:

United States Bankruptcy Court for the:

Southern District of Texas

(State)

Case number (if known):

Chapter

11☐ Check if this is an amended filing**Official Form 201****Voluntary Petition for Non-Individuals Filing for Bankruptcy**

04/20

If more space is needed, attach a separate sheet to this form. On the top of any additional pages, write the debtor's name and the case number (if known). For more information, a separate document, *Instructions for Bankruptcy Forms for Non-Individuals*, is available.

1. Debtor's Name The Joseph A. Bank Mfg. Co., Inc.

2. All other names debtor used in the last 8 years

Include any assumed names, trade names, and *doing business as* names

3. Debtor's federal Employer Identification Number (EIN)

36-3026727**4. Debtor's address****Principal place of business****Mailing address, if different from principal place of business**6100 Stevenson Boulevard

Number Street

Number Street

P.O. Box

Fremont, California 94538

City State Zip Code

City State Zip Code

Location of principal assets, if different from principal place of businessAlameda County

County

Number Street

City State Zip Code

5. Debtor's website (URL) https://www.tailoredbrands.com/

6. Type of debtor☒ Corporation (including Limited Liability Company (LLC) and Limited Liability Partnership (LLP))☐ Partnership (excluding LLP)☐ Other. Specify:

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

Case number (if known) _____

7. Describe debtor's business*A. Check One:*

- ☐ Health Care Business (as defined in 11 U.S.C. § 101(27A))
- ☐ Single Asset Real Estate (as defined in 11 U.S.C. § 101(51B))
- ☐ Railroad (as defined in 11 U.S.C. § 101(44))
- ☐ Stockbroker (as defined in 11 U.S.C. § 101(53A))
- ☐ Commodity Broker (as defined in 11 U.S.C. § 101(6))
- ☐ Clearing Bank (as defined in 11 U.S.C. § 781(3))
- ☒ None of the above

B. Check all that apply:

- ☐ Tax-exempt entity (as described in 26 U.S.C. § 501)
- ☐ Investment company, including hedge fund or pooled investment vehicle (as defined in 15 U.S.C. § 80a-3)
- ☐ Investment advisor (as defined in 15 U.S.C. § 80b-2(a)(11))

C. NAICS (North American Industry Classification System) 4-digit code that best describes debtor. See <http://www.uscourts.gov/four-digit-national-association-naics-codes> .
4481 (Clothing Stores)

8. Under which chapter of the Bankruptcy Code is the debtor filing?*Check One:*

- ☐ Chapter 7
- ☐ Chapter 9
- ☒ Chapter 11. *Check all that apply:*

A debtor who is a "small business debtor" must check the first sub-box. A debtor as defined in § 1182(1) who elects to proceed under subchapter V of chapter 11 (whether or not the debtor is a "small business debtor") must check the second sub-box.

- ☐ The debtor is a small business debtor as defined in 11 U.S.C. § 101(51D), and its aggregate noncontingent liquidated debts (excluding debts owed to insiders or affiliates) are less than \$2,725,625. If this sub-box is selected, attach the most recent balance sheet, statement of operations, cash-flow statement, and federal income tax return or if any of these documents do not exist, follow the procedure in 11 U.S.C. § 1116(1)(B).
- ☐ The debtor is a debtor as defined in 11 U.S.C. § 1182(1). Its aggregate noncontingent liquidated debts (excluding debts owed to insiders or affiliates) are less than \$7,500,000 **and it chooses to proceed under Subchapter V of Chapter 11.** If this sub-box is selected, attach the most recent balance sheet, statement of operations, cash-flow statement, and federal income tax return or if any of these documents do not exist, follow the procedure in 11 U.S.C. § 1116(1)(B).
- ☐ A plan is being filed with this petition.
- ☐ Acceptances of the plan were solicited prepetition from one or more classes of creditors, in accordance with 11 U.S.C. § 1126(b).
- ☒ The debtor is required to file periodic reports (for example, 10K and 10Q) with the Securities and Exchange Commission according to § 13 or 15(d) of the Securities Exchange Act of 1934. File the *Attachment to Voluntary Petition for Non-Individuals Filing for Bankruptcy under Chapter 11* (Official Form 201A) with this form.
- ☐ The debtor is a shell company as defined in the Securities Exchange Act of 1934 Rule 12b-2.

☐ Chapter 12**9. Were prior bankruptcy cases filed by or against the debtor within the last 8 years?**

☒ No District _____ When _____ Case number _____

☐ Yes. District _____ When _____ Case number _____

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

Case number (if known) _____

10. Are any bankruptcy cases pending or being filed by a business partner or an affiliate of the debtor?☐ No☒ Yes.

Debtor

See Rider 1

Relationship

Affiliate

List all cases. If more than 1, attach a separate list.

District

Southern District of Texas

When

08/02/2020

MM / DD / YYYY

Case number, if known _____

11. Why is the case filed in this district?*Check all that apply:*☐

Debtor has had its domicile, principal place of business, or principal assets in this district for 180 days immediately preceding the date of this petition or for a longer part of such 180 days than in any other district.

☒

A bankruptcy case concerning debtor's affiliate, general partner, or partnership is pending in this district.

12. Does the debtor own or have possession of any real property or personal property that needs immediate attention?☒ No.☐ Yes. Answer below for each property that needs immediate attention. Attach additional sheets if needed.**Why does the property need immediate attention? (Check all that apply.)**☐

It poses or is alleged to pose a threat of imminent and identifiable hazard to public health or safety.

What is the hazard?

☐

It needs to be physically secured or protected from the weather.

☐

It includes perishable goods or assets that could quickly deteriorate or lose value without attention (for example, livestock, seasonal goods, meat, dairy, produce, or securities-related assets or other options).

☐

Other

Where is the property?

Number

Street

City

State

Zip Code

Is the property insured?☐ No☐ Yes.

Insurance agency

Contact name

Phone

Statistical and administrative information**13. Debtor's estimation of available funds***Check one:*☒

Funds will be available for distribution to unsecured creditors.

☐

After any administrative expenses are paid, no funds will be available for distribution to unsecured creditors.

14. Estimated number of creditors¹☐

1-49

☐

1,000-5,000

☒

25,001-50,000

☐

50-99

☐

5,001-10,000

☐

50,001-100,000

☐

100-199

☐

10,001-25,000

☐

More than 100,000

☐

200-999

¹ The Debtors' estimated assets, liabilities, and number of creditors noted here are provided on a consolidated basis.

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

Case number (if known) _____

15. Estimated assets	☐	\$0-\$50,000	☐	\$1,000,001-\$10 million	☐	\$500,000,001-\$1 billion
	☐	\$50,001-\$100,000	☐	\$10,000,001-\$50 million	☒	\$1,000,000,001-\$10 billion
	☐	\$100,001-\$500,000	☐	\$50,000,001-\$100 million	☐	\$10,000,000,001-\$50 billion
	☐	\$500,001-\$1 million	☐	\$100,000,001-\$500 million	☐	More than \$50 billion

16. Estimated liabilities	☐	\$0-\$50,000	☐	\$1,000,001-\$10 million	☐	\$500,000,001-\$1 billion
	☐	\$50,001-\$100,000	☐	\$10,000,001-\$50 million	☒	\$1,000,000,001-\$10 billion
	☐	\$100,001-\$500,000	☐	\$50,000,001-\$100 million	☐	\$10,000,000,001-\$50 billion
	☐	\$500,001-\$1 million	☐	\$100,000,001-\$500 million	☐	More than \$50 billion

Request for Relief, Declaration, and Signatures

WARNING -- Bankruptcy fraud is a serious crime. Making a false statement in connection with a bankruptcy case can result in fines up to \$500,000 or imprisonment for up to 20 years, or both. 18 U.S.C. §§ 152, 1341, 1519, and 3571.

17. Declaration and signature of authorized representative of debtor

The debtor requests relief in accordance with the chapter of title 11, United States Code, specified in this petition.

I have been authorized to file this petition on behalf of the debtor.

I have examined the information in this petition 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 08/02/2020
MM/ DD / YYYY

X/s/ Holly EtlinHolly Etlin

Signature of authorized representative of debtor

Printed name

Title Chief Restructuring Officer**18. Signature of attorney****X**/s/ Matthew D. Cavanaugh

Date

08/02/2020

Signature of attorney for debtor

MM/ DD/YYYY

Matthew D. Cavanaugh

Printed name

Jackson Walker L.L.P.

Firm name

1401 McKinney Street, Suite 1900

Number

Street

Houston

City

Texas

State

77010

ZIP Code

(713) 752-4200

Contact phone

mcavanaugh@jw.com

Email address

24062656

Bar number

Texas

State

Fill in this information to identify the case:

United States Bankruptcy Court for the:

Southern District of Texas

(State)

Case number (if known):

Chapter

11☐ Check if this is an amended filing**Rider 1****Pending Bankruptcy Cases Filed by the Debtor and Affiliates of the Debtor**

On the date hereof, each of the entities listed below (collectively, the "Debtors") filed a petition in the United States Bankruptcy Court for the Southern District of Texas for relief under chapter 11 of title 11 of the United States Code. The Debtors have moved for joint administration of these cases under the case number assigned to the chapter 11 case of Tailored Brands, Inc.

Tailored Brands, Inc.
JA Apparel Corp.
Jos. A. Bank Clothiers, Inc.
Joseph Abboud Manufacturing Corp.
K&G Men's Company Inc.
Moore's Retail Group Corp.
Moore's The Suit People Corp.
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 Holding Limited
The Joseph A. Bank Mfg. Co., Inc.
The Men's Wearhouse, Inc.
TMW Merchants LLC

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

In re:

THE JOSEPH A. BANK MFG. CO., INC.,

Debtor.

)
) Chapter 11
)
) Case No. 20-[●] ([●])
)
)
)

LIST OF EQUITY SECURITY HOLDERS¹

Debtor	Equity Holders	Address of Equity Holder	Percentage of Equity Held
The Joseph A. Bank Mfg. Co., Inc.	Jos. A Bank Clothiers, Inc.	6100 Stevenson Boulevard Fremont, California 94538	100%

¹ This list reflects holders of five percent or more of Tailored Brands, Inc.'s common stock. This list serves as the disclosure required to be made by the debtor pursuant to rule 1007 of the Federal Rules of Bankruptcy Procedure. All equity positions listed are as of the date of commencement of the chapter 11 case. By the *Debtors' Emergency Motion for Entry of an Order (I) Authorizing the Debtors to File a Consolidated List of Creditors and a Consolidated List of the 30 Largest Unsecured Creditors, (II) Waiving the Requirement to File a List of Equity Security Holders, (III) Authorizing the Debtors to Redact Certain Personal Identification Information, (IV) Approving the Form and Manner of Notifying Creditors of the Commencement of the Chapter 11 Cases and Other Information, and (V) Granting Related Relief* filed contemporaneously herewith, the debtor is requesting a waiver of the requirement under rule 1007 to file a list of all of its equity security holders.

Fill in this information to identify the case:Debtor name Tailored Brands, Inc., et al.United States Bankruptcy Court for the: Southern District of Texas

Case number (If known): _____ (State)

☐ Check if this is an amended filing**Official Form 204****Chapter 11 or Chapter 9 Cases: List of Creditors Who Have the 30 Largest Unsecured Claims and Are Not Insiders**

12/15

A list of creditors holding the 30 largest unsecured claims must be filed in a Chapter 11 or Chapter 9 case. Include claims which the debtor disputes. Do not include claims by any person or entity who is an *insider*, as defined in 11 U.S.C. § 101(31). Also, do not include claims by secured creditors, unless the unsecured claim resulting from inadequate collateral value places the creditor among the holders of the 30 largest unsecured claims.

	Name of creditor and complete mailing address, including zip code	Name, telephone number and email address of creditor contact	Nature of claim (for example, trade debts, bank loans, professional services, and government contracts)	Indicate if claim is contingent, unliquidated, or disputed	Amount of claim		
					If the claim is fully unsecured, fill in only unsecured claim amount. If claim is partially secured, fill in total claim amount and deduction for value of collateral or setoff to calculate unsecured claim.		
					Total claim, if partially secured	Deduction for value of collateral or setoff [1]	Unsecured Claim
1	BANK OF NEW YORK MELLON TRUST COMPANY, N.A. 601 TRAVIS ST, 16TH FLOOR HOUSTON, TX 77002	CONTACT: LISA MCCANTS PHONE: 713-483-6752 EMAIL: LISA.MCCANTS@BNYMELLON.COM	SENIOR NOTES DUE 2022		\$179,916,000		\$179,916,000
2	ICON INTERNATIONAL INC LOCKBOX SERVICES 1487 DEPT 1487 350 N ORLEANS STREET STE 800 CHICAGO, IL 60654-1529	CONTACT: KATHLEEN CHOMIENNE PHONE: 203-388-1442 EMAIL: KCHOMIENNE@ICONINTERNATIONAL.COM	TRADE DEBTS		\$8,214,000		\$8,214,000
3	PEERLESS CLOTHING INC. 200 INDUSTRIAL PARK RD. SAINT ALBANS, VT 05478-1873	CONTACT: JOHN TIGHE PHONE: 469-500-8839 EMAIL: JOHNT@PEERLESS-CLOTHING.COM	TRADE DEBTS		\$8,115,000		\$8,115,000
4	ADOBE SYSTEMS INC 29322 NETWORK PLACE CHICAGO, IL 60673-1293	CONTACT: JEFFEREY YOUNG PHONE: 385-345-2280 EMAIL: JYOUNG@ADOBE.COM	TRADE DEBTS		\$7,047,000		\$7,047,000
5	WH BUYER, LLC DBA WHP GLOBAL 333 S GRAND AVENUE 28TH FLOOR LOS ANGELES, CA 90071	CONTACT: STEPHEN CONWELL PHONE: 646-518-8499 EMAIL: SCONWELL@WHP-GLOBAL.COM	ROYALTIES		\$5,781,000		\$5,781,000
6	ENGIE INSIGHT 1313 NORTH ATLANTIC, SUITE 5000 SPOKANE, WA 99201-2330	CONTACT: RICHARD COOMBE PHONE: 480-625-5055 EMAIL: RICHARD.COOMBE@ENGIE.COM	TRADE DEBTS		\$4,966,000		\$4,966,000

¹ The Debtors reserve the right to assert setoff and other rights with respect to any of the claims listed herein.

	Name of creditor and complete mailing address, including zip code	Name, telephone number and email address of creditor contact	Nature of claim (for example, trade debts, bank loans, professional services, and government contracts)	Indicate if claim is contingent, unliquidated, or disputed	Amount of claim If the claim is fully unsecured, fill in only unsecured claim amount. If claim is partially secured, fill in total claim amount and deduction for value of collateral or setoff to calculate unsecured claim.		
					Total claim, if partially secured	Deduction for value of collateral or setoff [1]	Unsecured Claim
7	MCKINSEY & COMPANY, INC. 3 WORLD TRADE CENTER 175 GREENWICH STREET NEW YORK, NY 10007	CONTACT: GENERAL COUNSEL OFFICE PHONE: 212-415-5372 EMAIL: KILLIAN_NOLAN@MCKINSEY.COM	PROFESSIONAL SERVICES		\$3,500,000		\$3,500,000
8	DAVID'S BRIDAL, INC. 1001 WASHINGTON ST. ASF MONTHLY INSTALLMENT CONSHOHOCKEN, PA 19428	CONTACT: JIM MARCUM PHONE: 603-455-5650 EMAIL: JMARCUM@DBI.COM	ROYALTIES		\$3,490,000		\$3,490,000
9	FLOW FORMAL ALLIANCE, LLC P.O. BOX 842683 BOSTON, MA 02284-2683	CONTACT: JEFF WEINTRAUB PHONE: 561-504-1846 EMAIL: LJTHEALIEN@AOL.COM	TRADE DEBTS		\$3,203,000		\$3,203,000
10	PRODUCTOS TEXTILES 800 METROS CARRETERA A LA JUTOSA, ZONA LIBRE INHDELVA CHOLOMA CORTEZ, HND	CONTACT: JACOBO KATTAN PHONE: 50499785004 EMAIL: JACOBO.KATTAN@PROTEXSA.HN	TRADE DEBTS		\$2,786,000		\$2,786,000
11	PHILLIPS VAN HEUSEN CORP P.O. BOX 532513 ATLANTA, GA 30353-2513	CONTACT: ANN RALKO PHONE: 908-332-4698 EMAIL: ANN.RALKO@PVH.COM	TRADE DEBTS		\$2,668,000		\$2,668,000
12	VETEMENTS PEERLESS CLOTHING 8888 BOUL PIE 1X MONTREAL, QC H1Z 4J5 CAN	CONTACT: JOHN TIGHE PHONE: 469-500-8839 EMAIL: JOHNT@PEERLESS-CLOTHING.COM	TRADE DEBTS		\$2,224,000		\$2,224,000
13	GOOGLE, INC. DEPT 33654 P.O. BOX 39000 SAN FRANCISCO, CA 94139	CONTACT: RICH JONES PHONE: 650-862-1371 EMAIL: RJONES@GOOGLE.COM	TRADE DEBTS		\$1,841,000		\$1,841,000
14	LAGUNA CLOTHING(MAURITIUS)LTD BOUNDARY ROAD QUATRE BORNES, MUS	CONTACT: ERIC DORCHIES PHONE: 23054233500 EMAIL: EDORCHIES@AQUARELLE-CLOTHING.COM	TRADE DEBTS		\$1,630,000		\$1,630,000
15	TOP GENUINE, LLC PO BOX 50001 PASADENA, CA 91105	CONTACT: RAY TOLLES PHONE: 213-479-3000 EMAIL: RAY.TOLLES@GMAIL.COM	TRADE DEBTS		\$1,567,000		\$1,567,000
16	KENNETH COLE PRODUCTION/ROYALTIES/ADVE RT 400 PLAZA DRIVE SECAUCUS, NJ 07094	CONTACT: KENNETH COLE PHONE: 914-806-2323 EMAIL: KENNETH@KENNETHCOLE.COM	ROYALTIES		\$1,464,000		\$1,464,000
17	CASS INFORMATION SYSTEMS INC. P.O. BOX 17617 ST.LOUIS, MO 63178	CONTACT: DEREK PANO PHONE: 978-323-6567 EMAIL: DAPANO@CASSINFO.COM	TRADE DEBTS		\$1,461,000		\$1,461,000
18	AT&T P.O. BOX 5019 CAROL STREAM, IL 60197-5019	CONTACT: CHARLES KEETON PHONE: 281-797-1882 EMAIL: CK6861@ATT.COM	UTILITY		\$1,361,000		\$1,361,000

	Name of creditor and complete mailing address, including zip code	Name, telephone number and email address of creditor contact	Nature of claim (for example, trade debts, bank loans, professional services, and government contracts)	Indicate if claim is contingent, unliquidated, or disputed	Amount of claim If the claim is fully unsecured, fill in only unsecured claim amount. If claim is partially secured, fill in total claim amount and deduction for value of collateral or setoff to calculate unsecured claim.		
					Total claim, if partially secured	Deduction for value of collateral or setoff [1]	Unsecured Claim
19	PT UNGARAN SARI GARMENTS KUNINGAN CITY (AXA TOWER), 41ST FLOOR JL. PROF. DR.SATRIO JAKARTA, 12940 IND	CONTACT: MANISH VIRMANI PHONE: 628111045222 EMAIL: MANISH.VIRMANI@BUSANAGROUP.COM	TRADE DEBTS		\$1,205,000		\$1,205,000
20	JIANGSU SUNSHINE CO. LTD./ FABRIC WIRE XINQIAO TOWN, UIANGYIN CITY JIANGSU PROVINCE 214426, CHN	CONTACT: LIPING PHONE: 760-224-7532 EMAIL: LIPINGHECN@YAHOO.COM	TRADE DEBTS		\$914,000		\$914,000
21	HCL TECHNOLOGIES LTD 806 SIDDHARTH 96 NEHRU PLACE NEW DEHLI, 110-0119 IND	CONTACT: TRACY DECICCO PHONE: 303-570-3801 EMAIL: TRACY.DECICCO@HCL.COM	TRADE DEBTS		\$875,000		\$875,000
22	STAPLES PO BOX 70242 PHILADELPHIA, PA 19176-0242	PHONE: 877-826-7755	TRADE DEBTS		\$823,000		\$823,000
23	CT CORPORATION PO BOX 4349 CAROL STREAM, IL 60197-4349	CONTACT: BONNUS SMITH PHONE: 713-882-8566 EMAIL: BONNIE.SMITH@WOLTERSKLUWER.COM	TRADE DEBTS		\$812,000		\$812,000
24	FABIAN COUTURE GROUP 205C CHUBB AVENUE LYNDHURST, NJ 07071	CONTACT: ALLAN WEISS PHONE: 201-248-3562 EMAIL: AAJWEISS@AOL.COM	TRADE DEBTS		\$805,000		\$805,000
25	FLORSHEIM SHOE CO. 7734 SOLUTION CENTER CHICAGO, IL 60677-7007	CONTACT: JOHN FLORSHEIM PHONE: 414-908-1889 EMAIL: JFLORSHEIM@WEYCOGROUP.COM	TRADE DEBTS		\$784,000		\$784,000
26	CAULFEILD APPAREL GROUP LTD 1400 WHITEHORSE RD TORONTO, ON M3J3A7 CAN	CONTACT: MARIO TOMEI PHONE: 416-720-5984 EMAIL: MARIOT@CAULFEILD	TRADE DEBTS		\$782,000		\$782,000
27	TRANSPACIFIC INC. C/O TRANSPACIFIC P.O. BOX 75359 CHICAGO, IL 60675-5359	CONTACT: NING ZHOA PHONE: 917-886-9518 EMAIL: NING@MORETTISHOE.COM	TRADE DEBTS		\$776,000		\$776,000
28	MM FASHION AND DESIGN INC 9202 CHARLES SMITH AVENUE RANCHO CUCAMONGA, CA 91730	CONTACT: ANGEL MARTINEZ PHONE: 909-720-8661 EMAIL: ANGEL@MMFASHIONINC.COM	TRADE DEBTS		\$742,000		\$742,000
29	BLDG MANAGEMENT CO., INC. / 7101 417 FIFTH AVENUE, 4TH FLOOR NEW YORK, NY 10016	CONTACT: SARA FONTANET PHONE: 212-624-4337 EMAIL: SFONTANET@BLDG.COM	RENT		\$703,000		\$703,000
30	SITUS ASSET MANAGEMENT, LLC / #220 C/O BTR HAMPSTEAD, LLC SIGNATURE BANK NEWARK, NJ 07101-8084	CONTACT: ANGELA BALDWIN PHONE: 410-844-3906 EMAIL: ABALDWIN@BTRCAPITALGROUP.COM	RENT		\$701,000		\$701,000

THE JOSEPH A. BANK MFG. CO., INC.

JOINT WRITTEN CONSENT OF DIRECTORS

IN LIEU OF ANNUAL MEETING

Pursuant to Section 141(f) of the General Corporation Law of the State of Delaware, the undersigned, being all of the directors of The Joseph A. Bank Mfg. Co., Inc., a Delaware corporation (the “Company”), and in lieu of the annual meeting of directors, the call and notice of which are hereby expressly waived, do hereby consent to the adoption of and adopt the resolutions set forth on Annex A attached hereto.

This consent may be executed in counterparts, each of which shall be deemed an original, and all of which taken together shall constitute one instrument. A copy of this consent signed and delivered by telecopy, facsimile or other electronic transmission shall be considered an original, executed consent.

IN WITNESS WHEREOF, the undersigned has executed this consent effective as of _____ August 2, 2020.

DIRECTORS:



Jamie Bragg

Annex A**1. Election of Officers**

NOW, THEREFORE, BE IT RESOLVED, that each of the following persons is hereby elected to the offices of the Company set forth beside his or her name, to serve in accordance with the provisions of the by-laws of the Company and until his or her successor shall have been elected and shall have qualified:

<u>NAME</u>	<u>OFFICE</u>
Dinesh Lathi	President and Chief Executive Officer
Jamie Bragg	Executive Vice President, Chief Supply Chain Officer
A. Alexander Rhodes	Executive Vice President and General Counsel
Boris Sherman	Executive Vice President, Chief Technology Officer
Michael Shane Smith	Executive Vice President, Chief Human Resources Officer
Kelly Adams-Browning	Senior Vice President, General Merchandise Manager
Catherine Spicer	Senior Vice President, Deputy General Counsel – Employment, Litigation and Contracts
Aidan Arney	Vice President, Corporate Tax
Francisco Fuentes	Vice President, Risk Management
Gunther Grumm	Vice President, HR – Stores & Supply Chain
Kim McIntosh	Vice President, Corporate Controller
Laura Ann Smith	Vice President, Assistant General Counsel - Corporate and Securities Law and Secretary
John Vazquez	Vice President, Chief Accounting Officer and Treasurer

2. Restructuring Support Agreement

WHEREAS, the board of directors (the “Governing Body”) of The Joseph A. Bank Mfg. Co., Inc. (the “Company”) has reviewed and considered (i) the recommendation by the Board of Directors of Tailored Brands, Inc. (the “Board”) and the authorized officers and representatives of Tailored Brands, Inc. (“Management”) that the Company enter into that certain restructuring support agreement (in such form as authorized and executed by any Authorized Officer (as defined below), with such authorization as evidenced by the execution and delivery by any such Authorized Signatory, the “Restructuring Support Agreement”), (ii) the presentations by the Advisors regarding the liabilities and liquidity of the Company, the strategic alternatives

available to the Company, and the impact of the foregoing on the Company's business, (iii) the information and advice previously provided to and reviewed by the Governing Body, the Board, and Management, and (iv) the related matters reported on at meetings of the Governing Body and the Board;

WHEREAS, the Governing Body has had the opportunity to consult with Management and the Board and the financial, restructuring, and legal advisors described in Section 4 herein (collectively, the "Advisors") and fully consider each of the strategic alternatives available to the Company;

WHEREAS, Management is continuing to negotiate the Restructuring Support Agreement with the Company's stakeholders, with the terms of such Restructuring Support Agreement to be substantially consistent with the terms set forth in the presentations by Management; and

WHEREAS, the Restructuring Support Agreement provides that it can be terminated if the Governing Body determines, after consulting with counsel, that proceeding with any of the restructuring transactions contemplated by the Restructuring Support Agreement would be inconsistent with applicable law or the Governing Body's fiduciary duties.

NOW, THEREFORE, BE IT RESOLVED, that it is desirable and in the best interests the Company, its stakeholders, its creditors, and other parties in interest, to enter into the Restructuring Support Agreement, and that the Company's performance of its obligations under the Restructuring Support Agreement, and all other exhibits, schedules, attachments, and ancillary documents or agreements related thereto, hereby is, in all respects, authorized and approved;

FURTHER RESOLVED, that Management is hereby authorized and directed to take all actions necessary or advisable to negotiate and finalize the Restructuring Support Agreement and, subject to receiving sufficient consents from the Consenting Term Loan Lenders (as defined in the Restructuring Support Agreement), enter into and perform under the Restructuring Support Agreement, and the restructuring contemplated thereunder; and

FURTHER RESOLVED, that the officers of the Company, including but not limited to the President and Chief Executive Officer, any Vice President, the Treasurer, the Secretary or any Assistant Secretary of the Company and any other person designated by the Governing Body (collectively, the "Authorized Officers") shall be, and each of them individually hereby is, authorized for and on behalf of the Company to take all actions (including, without limitation, to negotiate and execute any agreements, documents, certificates, supplemental agreements and instruments) necessary or advisable to finalize the Restructuring Support Agreement and, subject to receiving sufficient consents from the Consenting Term Loan Lenders (as defined in the Restructuring Support Agreement), to enter into the Restructuring Support Agreement, and to perform all the transactions contemplated thereby, that in the judgment of the applicable Authorized Officers, are necessary or appropriate to effectuate and carry out the purposes and intent of the foregoing resolutions (such determination to be conclusively evidenced by the taking of such action or execution thereof).

3. Chapter 11 Filing

WHEREAS, the Governing Body has considered certain materials presented by Management and the Advisors, including, but not limited to, materials regarding the liabilities and obligations of the Company, its liquidity, strategic alternatives available to it, and the effect of the foregoing on the Company's business, and has had adequate opportunity to consult such persons regarding the materials presented, obtain additional information, and to fully consider each of the strategic alternatives available to the Company; and

WHEREAS, the Governing Body has had the opportunity to consult with Management, the Board, and the Advisors and consider each of the strategic alternatives available to the Company.

NOW, THEREFORE, BE IT RESOLVED, that in the judgment of the Governing Body, it is desirable and in the best interests of the Company, its creditors, and other parties in interest, that the Company shall be, and hereby is, authorized to file, or cause to be filed, a voluntary petition for relief (such voluntary petition, and the voluntary petitions to be filed by the Company's affiliates, collectively, the "Chapter 11 Cases") under the provisions of chapter 11 of title 11 of the United States Code (the "Bankruptcy Code") in the United States Bankruptcy Court for the Southern District of Texas (the "Bankruptcy Court") and any other petition for relief or recognition or other order that may be desirable under applicable law; and

FURTHER RESOLVED, that the Authorized Officers, acting alone or with one or more other Authorized Officers of the Company be, and each of them hereby is authorized, empowered, and directed to execute and file on behalf of the Company all petitions, schedules, lists, and other motions, objections, replies, applications, papers, or documents as necessary or advisable to commence the Chapter 11 Cases and obtain chapter 11 relief, and to take any and all actions that they deem necessary or proper to obtain such relief, including, without limitation, any action necessary to maintain the ordinary course operation of the Company's business.

4. Senior Secured Super-Priority Debtor-In-Possession Credit Agreement

WHEREAS, TAILORED BRANDS, INC., a Texas corporation, THE MEN'S WEARHOUSE, INC., a Texas corporation, as debtor and debtor-in-possession, each of the other U.S. Subsidiary Borrowers from time to time party thereto (each of the foregoing, individually, as a "U.S. Borrower" and, collectively, as the "U.S. Borrowers"), MOORES THE SUIT PEOPLE CORP., a Nova Scotia unlimited liability company (the "Canadian Borrower" and, together with the U.S. Borrowers, the "Borrowers"), the Canadian Guarantors from time to time party thereto, the Lenders from time to time party thereto, JPMORGAN CHASE BANK, N.A., as Administrative Agent ("U.S. Agent"), and JPMORGAN CHASE BANK, N.A. TORONTO BRANCH, as Canadian Administrative Agent ("Canadian Agent"; together with the U.S. Agent, the "Agents"), propose to enter into that certain SENIOR SECURED SUPER-PRIORITY DEBTOR-IN-POSSESSION CREDIT AGREEMENT dated as of the date hereof (as amended,

restated, amended and restated, supplemented or otherwise modified from time to time, the “DIP Credit Agreement”);

WHEREAS, the obligation of the Lenders to make Loans to the Borrowers under the DIP Credit Agreement is subject to the Company having satisfied certain conditions described in the DIP Credit Agreement and the other Loan Documents (as defined below) to which it is a party;

WHEREAS, the DIP Credit Agreement requires the Company to guaranty and to grant a security interest to secure the obligations under the Loan Documents; and

WHEREAS, the Company will obtain benefits from the Loans made to the Borrowers under the DIP Credit Agreement.

NOW, THEREFORE, BE IT RESOLVED, that the form, terms and provisions of each of the instruments and documents listed below (collectively, the “Loan Documents”), substantially in the form received by the undersigned and the Company’s execution, delivery and performance of its obligations under the Loan Documents, including without limitation the grant of security interests under the Loan Documents, and, any borrowings or guaranty therewith, be, and hereby are, in all respects, approved:

- a) any promissory note executed by the Companies in connection with the DIP Credit Agreement;
- b) any fee letter in connection with the DIP Credit Agreement;
- c) any Collateral Document in connection with the DIP Credit Agreement;
- d) any intellectual property security agreement in connection with the DIP Credit Agreement;
- e) the Interim Order;
- f) the Final Order;
- g) the Intercreditor Agreement;
- h) the Intercompany Subordination Agreement;
- i) the Intercreditor Acknowledgement;
- j) any commitment letter in connection with the DIP Credit Agreement;
- k) any guarantee in connection with the DIP Credit Agreement;
- l) any assignment documents, security agreements, notices, financing statements, tax affidavits, and other instruments as the Agents and/or the Lenders may reasonably request or as may be necessary or appropriate to create, preserve and perfect the Liens of Agents and/or the Lenders required pursuant to the Loan Documents to be created in the Collateral;

- m) agreements with third parties (including, without limitation, bank agency agreements, lockbox agreements, cash management agreements, hedge agreements, control agreements, landlord agreements, Collateral Access Agreements, bailee letters, and warehouse letters) relating to the Collateral; and
- n) such other Loan Documents (as defined in the DIP Credit Agreement), agreements, documents, Orders, pledges, powers of attorney, instruments, letters of credit, acknowledgements, statements, paper, certificates and other documents and instruments, including any interest rate swaps, caps, collars or similar hedging agreement and any financing statements (or amendments thereto) that may be contemplated by, or as may be required by or executed in connection with any of the Loan Documents.

FURTHER RESOLVED, that the Authorized Officers, acting alone or with one or more other Authorized Officers be, and hereby is, authorized and empowered to execute and deliver, and perform all of the obligations and the transactions contemplated under each of the Loan Documents in the name and on behalf of the Company, with such changes therein as shall be approved by the Authorized Officer executing the same, with such execution by said Authorized Officer to constitute conclusive evidence of his or her approval of the terms thereof, including any departures therein from the form presented to the Governing Body;

FURTHER RESOLVED, that any person dealing with an Authorized Officer may conclusively rely upon the authority of such Authorized Officer by the execution of a document or agreement;

FURTHER RESOLVED, that the Company will obtain benefits from the loans made to the Company under the DIP Credit Agreement and the other Loan Documents which are necessary and convenient to the conduct, promotion and attainment of the business of the Company;

FURTHER RESOLVED, that the incurrence by the Company of the borrowings and obligations under the Loan Documents is hereby authorized and approved in all respects and the transactions contemplated by the Loan Documents are approved in all respects;

FURTHER RESOLVED, that each of the Authorized Officers be, and hereby is, authorized and empowered to take all actions or to not take any action in the name of the Company with respect to the transactions contemplated by these resolutions as the sole shareholder or sole member, of each direct or indirect subsidiary of the Company, if any, whether existing now or in the future, in each case, as such Authorized Officer shall deem necessary or desirable in such Authorized Officer's reasonable business judgment, including without limitation the authorization of resolutions and agreements necessary to authorize the execution, delivery and performance pursuant to the DIP Credit Agreement or any of the Loan Documents (including certificates, affidavits, financing statements, notices, reaffirmations and amendments and restatements thereof or relating thereto) as may be necessary or convenient to effectuate the purposes of the transactions contemplated herein;

FURTHER RESOLVED, that the Company be and it hereby is, authorized and directed to grant the Liens and security interests with respect to all or substantially all of its assets contemplated and as and when required by the Collateral Documents and the other Loan Documents in favor of the Agents and/or the Lenders to secure the Obligations (and any renewals,

increases, extension for any period of rearrangement thereof) and to provide the guarantees contemplated in the Loan Documents;

FURTHER RESOLVED, that the Agents are authorized to file or record financing statements and other filing or recording documents or instruments with respect to the Collateral without the signature of the Company in such form and substance and in such offices as the Agents determine appropriate to continue to perfect the security interests of the Agents for the benefit of the Lenders under the DIP Credit Agreement and the other Loan Documents, as appropriate, and the Agents are authorized to use the collateral description “all or substantially all personal property assets of the Debtor, whether now existing or hereafter arising” or any similar description in any such financing statements;

FURTHER RESOLVED, that the Company be, and hereby is, authorized to guaranty the payment in full and performance of all Obligations, to the extent applicable, of its direct or indirect subsidiaries;

FURTHER RESOLVED, that any specific resolutions that may be required to have been adopted by the Company in connection with the actions contemplated by the foregoing resolutions be, and they hereby are, adopted, and the Authorized Officers of the Company be, and each of them acting alone hereby is authorized to certify as to the adoption of any and all such resolutions and attach such resolutions hereto;

FURTHER RESOLVED, that the omission from these resolutions of any agreement, document or other arrangement contemplated by any of the agreements, documents or instruments described in the foregoing resolutions or any action to be taken in accordance with any requirement of any of the agreements, documents, or instruments described in the foregoing resolutions shall in no manner derogate from the authority of the Authorized Officers, or any officer of the Company acting at their direction, to take all actions necessary, desirable, advisable or appropriate to consummate, effectuate carry out or further the transactions contemplated by, and the intent and purposes of, the foregoing resolutions;

FURTHER RESOLVED, that each of the Authorized Officers be, and hereby is, authorized and empowered to take all such further actions including, without limitation, to pay all fees, (including without limitation, the fees under the Fee Letters and expenses in accordance with the terms of the Loan Documents), to arrange for and enter into supplemental agreements, instruments, amendments, amendment and restatements, modifications, renewals, replacements, consolidations, substitutions, extensions, certificates or documents relating to the transactions contemplated by any of the Loan Documents and to execute and deliver all such supplemental agreements, instruments, amendments, amendment and restatements, modifications, renewals, replacements, consolidations, substitutions, extensions, certificates or documents in the name and on behalf of the Company, which shall in their sole judgment be necessary, proper or advisable in order to perform the Company’s obligations under or in connection with any of the Loan Documents and the transactions contemplated therein, and to carry out fully the intent of the foregoing resolution. The performance of any such further act and the execution of any such document or instrument by any of the aforesaid Authorized Officers of the Company pursuant to these resolutions shall be conclusive evidence that the same have been authorized and approved by the Company in every respect;

FURTHER RESOLVED, that all acts and actions taken by any Authorized Officer prior to the date hereof with respect to the transactions contemplated by the Loan Documents (as defined in the DIP Credit Agreement), and any and all agreements, instruments, certificates or documents heretofore executed be, and hereby are, in all respects confirmed, approved and ratified; and

FURTHER RESOLVED, that all initially capitalized terms used in the resolutions under the caption "SENIOR SECURED SUPER-PRIORITY DEBTOR-IN-POSSESSION CREDIT AGREEMENT" and otherwise without definition shall have the meanings ascribed to them in the DIP Credit Agreement.

5. Retention of Professionals

NOW, THEREFORE, BE IT RESOLVED that each of the Authorized Officers be, and they hereby are, authorized and directed to employ the following professionals on behalf of the Company: (i) the law firm of Kirkland & Ellis LLP and Kirkland & Ellis International LLP, as general bankruptcy counsel, (ii) the law firm of Jackson Walker L.L.P., as co-bankruptcy counsel, (iii) the law firm of Stikeman Elliot LLP, as co-bankruptcy counsel, (iv) the law firm of Mourant Ozannes, as co-bankruptcy counsel, (v) PJT Partners LP, as financial advisor, (vi) AlixPartners, LLP, as restructuring advisor, (vii) Prime Clerk LLC, as notice and claims agent, (viii) A&G Realty Partners, LLC, as a real estate consultant and advisor, and (ix) any other legal counsels, accountants, financial advisors, restructuring advisors or other professionals the Authorized Officers deem necessary, appropriate or advisable; each to represent and assist the Company in carrying out its duties and responsibilities and exercising its rights under the Bankruptcy Code and applicable law (including, but not limited to, the law firms filing any pleadings and responses); and in connection therewith, each of the Authorized Officers be, and hereby is authorized, empowered and directed, in accordance with the terms and conditions hereof, to execute appropriate retention agreements and to cause to be filed appropriate applications for authority to reach such services; and

FURTHER RESOLVED, that all acts and deeds previously performed by any of the officers of the Authorized Officers, as may be applicable, prior to the adoption of the foregoing recitals and resolutions that are within the authority conferred by the foregoing recitals and resolutions, are hereby ratified, confirmed and approved in all respects as the authorized acts and deeds of the Authorized Officers, as the case may be.

6. General

NOW, THEREFORE, BE IT RESOLVED, that in addition to the specific authorizations heretofore conferred upon the Authorized Officers, each of the Authorized Officers (and their designees and delegates) be, and they hereby are, authorized and empowered, in the name of and on behalf of the Company, to take or cause to be taken any and all such other and further action to: execute, acknowledge, deliver, and file any and all such agreements, certificates, instruments, and other documents; and pay all expenses, including but not limited to filing fees, in each case as in such officer's or officers' judgment, shall be necessary, advisable, or desirable to fully carry out the intent and accomplish the purposes of the resolutions adopted herein;

FURTHER RESOLVED, that the Governing Body has received sufficient notice of the actions and transactions relating to the matters contemplated by the foregoing resolutions, as may be

required by the organizational documents of the Company, or hereby waive any right to have received such notice;

FURTHER RESOLVED, that all acts, actions and transactions relating to the matters contemplated by the foregoing resolutions done in the name of and on behalf of the Company, which acts would have been approved by the foregoing resolutions except that such acts were taken before the adoption of these resolutions, are hereby in all respects approved and ratified as the true acts and deeds of the Company with the same force and effect as if each such act, transaction, agreement or certificate has been specifically authorized in advance by resolution of the Governing Body; and

FURTHER RESOLVED, that each of the Authorized Officers (and their designees and delegates) be and hereby is authorized and empowered to take all actions or to not take any action in the name of the Company with respect to the transactions contemplated by these resolutions hereunder, as such Authorized Officers shall deem necessary or desirable in such Authorized Officer's reasonable judgment as may be necessary or convenient to effectuate the purposes of the transactions contemplated herein.

Fill in this information to identify the case and this filing:	
Debtor Name	The Joseph A. Bank Mfg. Co., Inc.
United States Bankruptcy Court for the:	Southern District of Texas
Case number (If known):	(State)

Official Form 202**Declaration Under Penalty of Perjury for Non-Individual Debtors**

12/15

An individual who is authorized to act on behalf of a non-individual debtor, such as a corporation or partnership, must sign and submit this form for the schedules of assets and liabilities, any other document that requires a declaration that is not included in the document, and any amendments of those documents. This form must state the individual's position or relationship to the debtor, the identity of the document, and the date. Bankruptcy Rules 1008 and 9011.

WARNING -- Bankruptcy fraud is a serious crime. Making a false statement, concealing property, or obtaining money or property by fraud in connection with a bankruptcy case can result in fines up to \$500,000 or imprisonment for up to 20 years, or both. 18 U.S.C. §§ 152, 1341, 1519, and 3571.

Declaration and signature

I am the president, another officer, or an authorized agent of the corporation; a member or an authorized agent of the partnership; or another individual serving as a representative of the debtor in this case.

I have examined the information in the documents checked below and I have a reasonable belief that the information is true and correct:

- ☐ *Schedule A/B: Assets-Real and Personal Property (Official Form 206A/B)*
- ☐ *Schedule D: Creditors Who Have Claims Secured by Property (Official Form 206D)*
- ☐ *Schedule E/F: Creditors Who Have Unsecured Claims (Official Form 206E/F)*
- ☐ *Schedule G: Executory Contracts and Unexpired Leases (Official Form 206G)*
- ☐ *Schedule H: Codebtors (Official Form 206H)*
- ☐ *Summary of Assets and Liabilities for Non-Individuals (Official Form 206Sum)*
- ☐ *Amended Schedule*
- ☒ *Chapter 11 or Chapter 9 Cases: List of Creditors Who Have the 30 Largest Unsecured Claims and Are Not Insiders (Official Form 204)*
- ☒ Other document that requires a declaration **List of Equity Security Holders and Corporate Ownership Statement**

I declare under penalty of perjury that the foregoing is true and correct.

Executed on 08/02/2020
MM/ DD/YYYY

☒ /s/ Holly Etlin

Signature of individual signing on behalf of debtor

Holly Etlin
Printed name

Chief Restructuring Officer
Position or relationship to debtor

TAB Q

Voluntary Petition of The Men's Wearhouse, Inc.

Fill in this information to identify the case:

United States Bankruptcy Court for the:

Southern District of Texas

(State)

Case number (if known):

Chapter

11☐ Check if this is an amended filing**Official Form 201****Voluntary Petition for Non-Individuals Filing for Bankruptcy**

04/20

If more space is needed, attach a separate sheet to this form. On the top of any additional pages, write the debtor's name and the case number (if known). For more information, a separate document, *Instructions for Bankruptcy Forms for Non-Individuals*, is available.

1. Debtor's Name The Men's Wearhouse, Inc.

2. All other names debtor used in the last 8 years _____

Include any assumed names, trade names, and *doing business as* names

3. Debtor's federal Employer Identification Number (EIN) 74-1790172

4. Debtor's address **Principal place of business** **Mailing address, if different from principal place of business**

6100 Stevenson Boulevard

Number Street

Number Street

P.O. Box

Fremont, California 94538

City State Zip Code

City State Zip Code

Location of principal assets, if different from principal place of business

Alameda County

County

Number Street

City State Zip Code

5. Debtor's website (URL) https://www.tailoredbrands.com/

6. Type of debtor

☒ Corporation (including Limited Liability Company (LLC) and Limited Liability Partnership (LLP))

☐ Partnership (excluding LLP)

☐ Other. Specify: _____

Debtor The Men's Wearhouse, Inc.
Name

Case number (if known) _____

7. Describe debtor's business*A. Check One:*

- ☐ Health Care Business (as defined in 11 U.S.C. § 101(27A))
- ☐ Single Asset Real Estate (as defined in 11 U.S.C. § 101(51B))
- ☐ Railroad (as defined in 11 U.S.C. § 101(44))
- ☐ Stockbroker (as defined in 11 U.S.C. § 101(53A))
- ☐ Commodity Broker (as defined in 11 U.S.C. § 101(6))
- ☐ Clearing Bank (as defined in 11 U.S.C. § 781(3))
- ☒ None of the above

B. Check all that apply:

- ☐ Tax-exempt entity (as described in 26 U.S.C. § 501)
- ☐ Investment company, including hedge fund or pooled investment vehicle (as defined in 15 U.S.C. § 80a-3)
- ☐ Investment advisor (as defined in 15 U.S.C. § 80b-2(a)(11))

C. NAICS (North American Industry Classification System) 4-digit code that best describes debtor. See <http://www.uscourts.gov/four-digit-national-association-naics-codes> .
4481 (Clothing Stores)

8. Under which chapter of the Bankruptcy Code is the debtor filing?*Check One:*

- ☐ Chapter 7
- ☐ Chapter 9
- ☒ Chapter 11. *Check all that apply:*

A debtor who is a "small business debtor" must check the first sub-box. A debtor as defined in § 1182(1) who elects to proceed under subchapter V of chapter 11 (whether or not the debtor is a "small business debtor") must check the second sub-box.

- ☐ The debtor is a small business debtor as defined in 11 U.S.C. § 101(51D), and its aggregate noncontingent liquidated debts (excluding debts owed to insiders or affiliates) are less than \$2,725,625. If this sub-box is selected, attach the most recent balance sheet, statement of operations, cash-flow statement, and federal income tax return or if any of these documents do not exist, follow the procedure in 11 U.S.C. § 1116(1)(B).
- ☐ The debtor is a debtor as defined in 11 U.S.C. § 1182(1). Its aggregate noncontingent liquidated debts (excluding debts owed to insiders or affiliates) are less than \$7,500,000 **and it chooses to proceed under Subchapter V of Chapter 11.** If this sub-box is selected, attach the most recent balance sheet, statement of operations, cash-flow statement, and federal income tax return or if any of these documents do not exist, follow the procedure in 11 U.S.C. § 1116(1)(B).
- ☐ A plan is being filed with this petition.
- ☐ Acceptances of the plan were solicited prepetition from one or more classes of creditors, in accordance with 11 U.S.C. § 1126(b).
- ☒ The debtor is required to file periodic reports (for example, 10K and 10Q) with the Securities and Exchange Commission according to § 13 or 15(d) of the Securities Exchange Act of 1934. File the *Attachment to Voluntary Petition for Non-Individuals Filing for Bankruptcy under Chapter 11* (Official Form 201A) with this form.
- ☐ The debtor is a shell company as defined in the Securities Exchange Act of 1934 Rule 12b-2.

☐ Chapter 12**9. Were prior bankruptcy cases filed by or against the debtor within the last 8 years?**

☒ No District _____ When _____ Case number _____

☐ Yes. District _____ When _____ Case number _____

Debtor The Men's Wearhouse, Inc. Case number (if known) _____
 Name _____

10. Are any bankruptcy cases pending or being filed by a business partner or an affiliate of the debtor? ☐ No ☒ Yes. Debtor See Rider 1 Relationship Affiliate
 List all cases. If more than 1, attach a separate list. District Southern District of Texas When 08/02/2020
 Case number, if known MM / DD / YYYY

11. Why is the case filed in this district? *Check all that apply:*
☒ Debtor has had its domicile, principal place of business, or principal assets in this district for 180 days immediately preceding the date of this petition or for a longer part of such 180 days than in any other district.
☒ A bankruptcy case concerning debtor's affiliate, general partner, or partnership is pending in this district.

12. Does the debtor own or have possession of any real property or personal property that needs immediate attention? ☒ No.
☐ Yes. Answer below for each property that needs immediate attention. Attach additional sheets if needed.
Why does the property need immediate attention? (Check all that apply.)

- ☐ It poses or is alleged to pose a threat of imminent and identifiable hazard to public health or safety.
 What is the hazard?
☐ It needs to be physically secured or protected from the weather.
☐ It includes perishable goods or assets that could quickly deteriorate or lose value without attention (for example, livestock, seasonal goods, meat, dairy, produce, or securities-related assets or other options).
☐ Other

Where is the property?

Number Street
 City State Zip Code

Is the property insured?

- ☐ No
☐ Yes. Insurance agency _____
 Contact name _____
 Phone _____

Statistical and administrative information

13. Debtor's estimation of available funds *Check one:*
☒ Funds will be available for distribution to unsecured creditors.
☐ After any administrative expenses are paid, no funds will be available for distribution to unsecured creditors.

14. Estimated number of creditors¹

☐ 1-49	☐ 1,000-5,000	☒ 25,001-50,000
☐ 50-99	☐ 5,001-10,000	☐ 50,001-100,000
☐ 100-199	☐ 10,001-25,000	☐ More than 100,000
☐ 200-999		

¹ The Debtors' estimated assets, liabilities, and number of creditors noted here are provided on a consolidated basis.

Debtor The Men's Wearhouse, Inc.
Name

Case number (if known) _____

15. Estimated assets

☐ \$0-\$50,000	☐ \$1,000,001-\$10 million	☐ \$500,000,001-\$1 billion
☐ \$50,001-\$100,000	☐ \$10,000,001-\$50 million	☒ \$1,000,000,001-\$10 billion
☐ \$100,001-\$500,000	☐ \$50,000,001-\$100 million	☐ \$10,000,000,001-\$50 billion
☐ \$500,001-\$1 million	☐ \$100,000,001-\$500 million	☐ More than \$50 billion

16. Estimated liabilities

☐ \$0-\$50,000	☐ \$1,000,001-\$10 million	☐ \$500,000,001-\$1 billion
☐ \$50,001-\$100,000	☐ \$10,000,001-\$50 million	☒ \$1,000,000,001-\$10 billion
☐ \$100,001-\$500,000	☐ \$50,000,001-\$100 million	☐ \$10,000,000,001-\$50 billion
☐ \$500,001-\$1 million	☐ \$100,000,001-\$500 million	☐ More than \$50 billion

Request for Relief, Declaration, and Signatures

WARNING -- Bankruptcy fraud is a serious crime. Making a false statement in connection with a bankruptcy case can result in fines up to \$500,000 or imprisonment for up to 20 years, or both. 18 U.S.C. §§ 152, 1341, 1519, and 3571.

17. Declaration and signature of authorized representative of debtor

The debtor requests relief in accordance with the chapter of title 11, United States Code, specified in this petition.

I have been authorized to file this petition on behalf of the debtor.

I have examined the information in this petition 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 08/02/2020
MM/ DD / YYYY

X/s/ Holly EtlinHolly Etlin

Signature of authorized representative of debtor

Printed name

Title Chief Restructuring Officer**18. Signature of attorney****X**/s/ Matthew D. Cavanaugh

Date

08/02/2020

Signature of attorney for debtor

MM/ DD/YYYY

Matthew D. Cavanaugh

Printed name

Jackson Walker L.L.P.

Firm name

1401 McKinney Street, Suite 1900

Number

Street

Houston

City

Texas

State

77010

ZIP Code

(713) 752-4200

Contact phone

mcavanaugh@jw.com

Email address

24062656

Bar number

Texas

State

Fill in this information to identify the case:

United States Bankruptcy Court for the:

Southern District of Texas

(State)

Case number (if known): _____

Chapter **11**☐ Check if this is an amended filing**Rider 1****Pending Bankruptcy Cases Filed by the Debtor and Affiliates of the Debtor**

On the date hereof, each of the entities listed below (collectively, the "Debtors") filed a petition in the United States Bankruptcy Court for the Southern District of Texas for relief under chapter 11 of title 11 of the United States Code. The Debtors have moved for joint administration of these cases under the case number assigned to the chapter 11 case of Tailored Brands, Inc.

Tailored Brands, Inc.
JA Apparel Corp.
Jos. A. Bank Clothiers, Inc.
Joseph Abboud Manufacturing Corp.
K&G Men's Company Inc.
Moore's Retail Group Corp.
Moore's The Suit People Corp.
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 Holding Limited
The Joseph A. Bank Mfg. Co., Inc.
The Men's Wearhouse, Inc.
TMW Merchants LLC

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

In re:

THE MEN'S WEARHOUSE, INC.,

Debtor.

)
) Chapter 11
)
) Case No. 20-[•] ([•])
)
)
)

LIST OF EQUITY SECURITY HOLDERS¹

Debtor	Equity Holders	Address of Equity Holder	Percentage of Equity Held
The Men's Wearhouse, Inc.	Tailored Brands, Inc.	6100 Stevenson Boulevard Fremont, California 94538	100%

¹ This list reflects holders of five percent or more of Tailored Brands, Inc.'s common stock. This list serves as the disclosure required to be made by the debtor pursuant to rule 1007 of the Federal Rules of Bankruptcy Procedure. All equity positions listed are as of the date of commencement of the chapter 11 case. By the *Debtors' Emergency Motion for Entry of an Order (I) Authorizing the Debtors to File a Consolidated List of Creditors and a Consolidated List of the 30 Largest Unsecured Creditors, (II) Waiving the Requirement to File a List of Equity Security Holders, (III) Authorizing the Debtors to Redact Certain Personal Identification Information, (IV) Approving the Form and Manner of Notifying Creditors of the Commencement of the Chapter 11 Cases and Other Information, and (V) Granting Related Relief* filed contemporaneously herewith, the debtor is requesting a waiver of the requirement under rule 1007 to file a list of all of its equity security holders.

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

In re:

THE MEN'S WEARHOUSE, INC.,

Debtor.

)
) Chapter 11
)
) Case No. 20-[•] ([•])
)
)
)

CORPORATE OWNERSHIP STATEMENT

Pursuant to rules 1007(a)(1) and 7007.1 of the Federal Rules of Bankruptcy Procedure, the following are corporations, other than a government unit, that directly or indirectly own 10% or more of any class of the debtor's equity interest:

Shareholder	Approximate Percentage of Shares Held
Tailored Brands, Inc.	100%

Fill in this information to identify the case:Debtor name Tailored Brands, Inc., et al.United States Bankruptcy Court for the: Southern District of Texas

Case number (If known): _____ (State)

☐ Check if this is an amended filing**Official Form 204****Chapter 11 or Chapter 9 Cases: List of Creditors Who Have the 30 Largest Unsecured Claims and Are Not Insiders**

12/15

A list of creditors holding the 30 largest unsecured claims must be filed in a Chapter 11 or Chapter 9 case. Include claims which the debtor disputes. Do not include claims by any person or entity who is an *insider*, as defined in 11 U.S.C. § 101(31). Also, do not include claims by secured creditors, unless the unsecured claim resulting from inadequate collateral value places the creditor among the holders of the 30 largest unsecured claims.

	Name of creditor and complete mailing address, including zip code	Name, telephone number and email address of creditor contact	Nature of claim (for example, trade debts, bank loans, professional services, and government contracts)	Indicate if claim is contingent, unliquidated, or disputed	Amount of claim		
					If the claim is fully unsecured, fill in only unsecured claim amount. If claim is partially secured, fill in total claim amount and deduction for value of collateral or setoff to calculate unsecured claim.		
					Total claim, if partially secured	Deduction for value of collateral or setoff [1]	Unsecured Claim
1	BANK OF NEW YORK MELLON TRUST COMPANY, N.A. 601 TRAVIS ST, 16TH FLOOR HOUSTON, TX 77002	CONTACT: LISA MCCANTS PHONE: 713-483-6752 EMAIL: LISA.MCCANTS@BNYMELLON.COM	SENIOR NOTES DUE 2022		\$179,916,000		\$179,916,000
2	ICON INTERNATIONAL INC LOCKBOX SERVICES 1487 DEPT 1487 350 N ORLEANS STREET STE 800 CHICAGO, IL 60654-1529	CONTACT: KATHLEEN CHOMIENNE PHONE: 203-388-1442 EMAIL: KCHOMIENNE@ICONINTERNATIONAL.COM	TRADE DEBTS		\$8,214,000		\$8,214,000
3	PEERLESS CLOTHING INC. 200 INDUSTRIAL PARK RD. SAINT ALBANS, VT 05478-1873	CONTACT: JOHN TIGHE PHONE: 469-500-8839 EMAIL: JOHNT@PEERLESS-CLOTHING.COM	TRADE DEBTS		\$8,115,000		\$8,115,000
4	ADOBE SYSTEMS INC 29322 NETWORK PLACE CHICAGO, IL 60673-1293	CONTACT: JEFFEREY YOUNG PHONE: 385-345-2280 EMAIL: JYOUNG@ADOBE.COM	TRADE DEBTS		\$7,047,000		\$7,047,000
5	WH BUYER, LLC DBA WHP GLOBAL 333 S GRAND AVENUE 28TH FLOOR LOS ANGELES, CA 90071	CONTACT: STEPHEN CONWELL PHONE: 646-518-8499 EMAIL: SCONWELL@WHP-GLOBAL.COM	ROYALTIES		\$5,781,000		\$5,781,000
6	ENGIE INSIGHT 1313 NORTH ATLANTIC, SUITE 5000 SPOKANE, WA 99201-2330	CONTACT: RICHARD COOMBE PHONE: 480-625-5055 EMAIL: RICHARD.COOMBE@ENGIE.COM	TRADE DEBTS		\$4,966,000		\$4,966,000

¹ The Debtors reserve the right to assert setoff and other rights with respect to any of the claims listed herein.

	Name of creditor and complete mailing address, including zip code	Name, telephone number and email address of creditor contact	Nature of claim (for example, trade debts, bank loans, professional services, and government contracts)	Indicate if claim is contingent, unliquidated, or disputed	Amount of claim If the claim is fully unsecured, fill in only unsecured claim amount. If claim is partially secured, fill in total claim amount and deduction for value of collateral or setoff to calculate unsecured claim.		
					Total claim, if partially secured	Deduction for value of collateral or setoff [1]	Unsecured Claim
7	MCKINSEY & COMPANY, INC. 3 WORLD TRADE CENTER 175 GREENWICH STREET NEW YORK, NY 10007	CONTACT: GENERAL COUNSEL OFFICE PHONE: 212-415-5372 EMAIL: KILLIAN_NOLAN@MCKINSEY.COM	PROFESSIONAL SERVICES		\$3,500,000		\$3,500,000
8	DAVID'S BRIDAL, INC. 1001 WASHINGTON ST. ASF MONTHLY INSTALLMENT CONSHOHOCKEN, PA 19428	CONTACT: JIM MARCUM PHONE: 603-455-5650 EMAIL: JMARCUM@DBI.COM	ROYALTIES		\$3,490,000		\$3,490,000
9	FLOW FORMAL ALLIANCE, LLC P.O. BOX 842683 BOSTON, MA 02284-2683	CONTACT: JEFF WEINTRAUB PHONE: 561-504-1846 EMAIL: LJTHEALIEN@AOL.COM	TRADE DEBTS		\$3,203,000		\$3,203,000
10	PRODUCTOS TEXTILES 800 METROS CARRETERA A LA JUTOSA, ZONA LIBRE INHDELVA CHOLOMA CORTEZ, HND	CONTACT: JACOBO KATTAN PHONE: 50499785004 EMAIL: JACOBO.KATTAN@PROTEXSA.HN	TRADE DEBTS		\$2,786,000		\$2,786,000
11	PHILLIPS VAN HEUSEN CORP P.O. BOX 532513 ATLANTA, GA 30353-2513	CONTACT: ANN RALKO PHONE: 908-332-4698 EMAIL: ANN.RALKO@PVH.COM	TRADE DEBTS		\$2,668,000		\$2,668,000
12	VETEMENTS PEERLESS CLOTHING 8888 BOUL PIE 1X MONTREAL, QC H1Z 4J5 CAN	CONTACT: JOHN TIGHE PHONE: 469-500-8839 EMAIL: JOHNT@PEERLESS-CLOTHING.COM	TRADE DEBTS		\$2,224,000		\$2,224,000
13	GOOGLE, INC. DEPT 33654 P.O. BOX 39000 SAN FRANCISCO, CA 94139	CONTACT: RICH JONES PHONE: 650-862-1371 EMAIL: RJONES@GOOGLE.COM	TRADE DEBTS		\$1,841,000		\$1,841,000
14	LAGUNA CLOTHING(MAURITIUS)LTD BOUNDARY ROAD QUATRE BORNES, MUS	CONTACT: ERIC DORCHIES PHONE: 23054233500 EMAIL: EDORCHIES@AQUARELLE-CLOTHING.COM	TRADE DEBTS		\$1,630,000		\$1,630,000
15	TOP GENUINE, LLC PO BOX 50001 PASADENA, CA 91105	CONTACT: RAY TOLLES PHONE: 213-479-3000 EMAIL: RAY.TOLLES@GMAIL.COM	TRADE DEBTS		\$1,567,000		\$1,567,000
16	KENNETH COLE PRODUCTION/ROYALTIES/ADVERT 400 PLAZA DRIVE SECAUCUS, NJ 07094	CONTACT: KENNETH COLE PHONE: 914-806-2323 EMAIL: KENNETH@KENNETHCOLE.COM	ROYALTIES		\$1,464,000		\$1,464,000
17	CASS INFORMATION SYSTEMS INC. P.O. BOX 17617 ST. LOUIS, MO 63178	CONTACT: DEREK PANO PHONE: 978-323-6567 EMAIL: DAPANO@CASSINFO.COM	TRADE DEBTS		\$1,461,000		\$1,461,000
18	AT&T P.O. BOX 5019 CAROL STREAM, IL 60197-5019	CONTACT: CHARLES KEETON PHONE: 281-797-1882 EMAIL: CK6861@ATT.COM	UTILITY		\$1,361,000		\$1,361,000

	Name of creditor and complete mailing address, including zip code	Name, telephone number and email address of creditor contact	Nature of claim (for example, trade debts, bank loans, professional services, and government contracts)	Indicate if claim is contingent, unliquidated, or disputed	Amount of claim If the claim is fully unsecured, fill in only unsecured claim amount. If claim is partially secured, fill in total claim amount and deduction for value of collateral or setoff to calculate unsecured claim.		
					Total claim, if partially secured	Deduction for value of collateral or setoff [1]	Unsecured Claim
19	PT UNGARAN SARI GARMENTS KUNINGAN CITY (AXA TOWER), 41ST FLOOR JL. PROF. DR.SATRIO JAKARTA, 12940 IND	CONTACT: MANISH VIRMANI PHONE: 628111045222 EMAIL: MANISH.VIRMANI@BUSANAGROUP.COM	TRADE DEBTS		\$1,205,000		\$1,205,000
20	JIANGSU SUNSHINE CO. LTD./ FABRIC WIRE XINQIAO TOWN,UIANGYIN CITY JIANGSU PROVINCE 214426, CHN	CONTACT: LIPING PHONE: 760-224-7532 EMAIL: LIPINGHECN@YAHOO.COM	TRADE DEBTS		\$914,000		\$914,000
21	HCL TECHNOLOGIES LTD 806 SIDDHARTH 96 NEHRU PLACE NEW DEHLI, 110-0119 IND	CONTACT: TRACY DECICCO PHONE: 303-570-3801 EMAIL: TRACY.DECICCO@HCL.COM	TRADE DEBTS		\$875,000		\$875,000
22	STAPLES PO BOX 70242 PHILADELPHIA, PA 19176-0242	PHONE: 877-826-7755	TRADE DEBTS		\$823,000		\$823,000
23	CT CORPORATION PO BOX 4349 CAROL STREAM, IL 60197-4349	CONTACT: BONNUS SMITH PHONE: 713-882-8566 EMAIL: BONNIE.SMITH@WOLTERSKLUWER.COM	TRADE DEBTS		\$812,000		\$812,000
24	FABIAN COUTURE GROUP 205C CHUBB AVENUE LYNDHURST, NJ 07071	CONTACT: ALLAN WEISS PHONE: 201-248-3562 EMAIL: AAJWEISS@AOL.COM	TRADE DEBTS		\$805,000		\$805,000
25	FLORSHEIM SHOE CO. 7734 SOLUTION CENTER CHICAGO, IL 60677-7007	CONTACT: JOHN FLORSHEIM PHONE: 414-908-1889 EMAIL: JFLORSHEIM@WEYCOGROUP.COM	TRADE DEBTS		\$784,000		\$784,000
26	CAULFEILD APPAREL GROUP LTD 1400 WHITEHORSE RD TORONTO, ON M3J3A7 CAN	CONTACT: MARIO TOMEI PHONE: 416-720-5984 EMAIL: MARIOT@CAULFEILD	TRADE DEBTS		\$782,000		\$782,000
27	TRANSPACIFIC INC. C/O TRANSPACIFIC P.O. BOX 75359 CHICAGO, IL 60675-5359	CONTACT: NING ZHOA PHONE: 917-886-9518 EMAIL: NING@MORETTISHOE.COM	TRADE DEBTS		\$776,000		\$776,000
28	MM FASHION AND DESIGN INC 9202 CHARLES SMITH AVENUE RANCHO CUCAMONGA, CA 91730	CONTACT: ANGEL MARTINEZ PHONE: 909-720-8661 EMAIL: ANGEL@MMFASHIONINC.COM	TRADE DEBTS		\$742,000		\$742,000
29	BLDG MANAGEMENT CO., INC. / 7101 417 FIFTH AVENUE, 4TH FLOOR NEW YORK, NY 10016	CONTACT: SARA FONTANET PHONE: 212-624-4337 EMAIL: SFONTANET@BLDG.COM	RENT		\$703,000		\$703,000
30	SITUS ASSET MANAGEMENT, LLC / #220 C/O BTR HAMPSTEAD, LLC SIGNATURE BANK NEWARK, NJ 07101-8084	CONTACT: ANGELA BALDWIN PHONE: 410-844-3906 EMAIL: ABALDWIN@BTRCAPITALGROUP.COM	RENT		\$701,000		\$701,000

THE MEN'S WEARHOUSE, INC.

**WRITTEN CONSENT OF DIRECTORS
IN LIEU OF ANNUAL MEETING**

Pursuant to Section 21.415 of the Texas Business Organizations Code, the undersigned, being all of the directors of The Men's Wearhouse, Inc., a Texas corporation (the "Company"), and in lieu of the annual meeting of directors, the call and notice of which are hereby expressly waived, do hereby consent to the adoption of and adopt the resolutions set forth on Annex A attached hereto.

This consent may be executed in counterparts, each of which shall be deemed an original, and all of which taken together shall constitute one instrument. A copy of this consent signed and delivered by telecopy, facsimile or other electronic transmission shall be considered an original, executed consent.

IN WITNESS WHEREOF, the undersigned has executed this consent effective as of _____ August 2, 2020.

DIRECTORS:



Carrie Ask



A. Alexander Rhodes

Annex A**1. Election of Officers**

NOW, THEREFORE, BE IT RESOLVED, that each of the following persons is hereby elected to the offices of the Company set forth beside his or her name, to serve in accordance with the provisions of the by-laws of the Company and until his or her successor shall have been elected and shall have qualified:

<u>NAME</u>	<u>OFFICE</u>
Dinesh Lathi	President and Chief Executive Officer
Carrie Ask	Chief Customer Officer
Jamie Bragg	Executive Vice President, Chief Supply Chain Officer
Mark Neutze	Executive Vice President, Stores
A. Alexander Rhodes	Executive Vice President, General Counsel and Chief Compliance Officer
Boris Sherman	Executive Vice President, Chief Technology Officer
Michael Shane Smith	Executive Vice President, Chief Human Resources Officer
Jerry Brandehoff	Senior Vice President and General Merchandising Officer
Michael Parsley	Senior Vice President, Retail Distribution
Carolyn Pollock	Senior Vice President, Chief Marketing Officer, Tailored Brands
Scott Wiltsey	Senior Vice President, Chief Planner
Aidan Arney	Vice President, Corporate Tax
Joseph Foley	Vice President, Real Estate
Francisco Fuentes	Vice President, Risk Management
Gunther Grumm	Vice President, HR – Stores & Supply Chain
Kim McIntosh	Vice President, Corporate Controller
Suzanne Scott	Vice President, E-commerce
Laura Ann Smith	Vice President, Assistant General Counsel - Corporate and Securities Law and Secretary
John Vazquez	Vice President, Chief Accounting Officer and Treasurer

2. Restructuring Support Agreement

WHEREAS, the board of directors (the “Governing Body”) of The Men’s Wearhouse, Inc. (the “Company”) has reviewed and considered (i) the recommendation by the Board of Directors of Tailored Brands, Inc. (the “Board”) and the authorized officers and representatives of Tailored Brands, Inc. (“Management”) that the Company enter into that certain restructuring support agreement (in such form as authorized and executed by any Authorized Officer (as defined below), with such authorization as evidenced by the execution and delivery by any such Authorized Signatory, the “Restructuring Support Agreement”), (ii) the presentations by the Advisors regarding the liabilities and liquidity of the Company, the strategic alternatives available to the Company, and the impact of the foregoing on the Company’s business, (iii) the information and advice previously provided to and reviewed by the Governing Body, the Board, and Management, and (iv) the related matters reported on at meetings of the Governing Body and the Board;

WHEREAS, the Governing Body has had the opportunity to consult with Management and the Board and the financial, restructuring, and legal advisors described in Section 4 herein (collectively, the “Advisors”) and fully consider each of the strategic alternatives available to the Company;

WHEREAS, Management is continuing to negotiate the Restructuring Support Agreement with the Company’s stakeholders, with the terms of such Restructuring Support Agreement to be substantially consistent with the terms set forth in the presentations by Management; and

WHEREAS, the Restructuring Support Agreement provides that it can be terminated if the Governing Body determines, after consulting with counsel, that proceeding with any of the restructuring transactions contemplated by the Restructuring Support Agreement would be inconsistent with applicable law or the Governing Body’s fiduciary duties.

NOW, THEREFORE, BE IT RESOLVED, that it is desirable and in the best interests the Company, its stakeholders, its creditors, and other parties in interest, to enter into the Restructuring Support Agreement, and that the Company’s performance of its obligations under the Restructuring Support Agreement, and all other exhibits, schedules, attachments, and ancillary documents or agreements related thereto, hereby is, in all respects, authorized and approved;

FURTHER RESOLVED, that Management is hereby authorized and directed to take all actions necessary or advisable to negotiate and finalize the Restructuring Support Agreement and, subject to receiving sufficient consents from the Consenting Term Loan Lenders (as defined in the Restructuring Support Agreement), enter into and perform under the Restructuring Support Agreement, and the restructuring contemplated thereunder; and

FURTHER RESOLVED, that the officers of the Company, including but not limited to the President and Chief Executive Officer, any Vice President, the Treasurer, the Secretary or any Assistant Secretary of the Company and any other person designated by the Governing Body (collectively, the “Authorized Officers”) shall be, and each of them individually hereby is, authorized for and on behalf of the Company to take all actions (including, without limitation, to negotiate and execute any agreements, documents, certificates, supplemental agreements and instruments) necessary or advisable to finalize the Restructuring Support Agreement and, subject to receiving sufficient consents from the Consenting Term Loan Lenders (as defined in the Restructuring Support Agreement), to enter into the Restructuring Support Agreement, and to

perform all the transactions contemplated thereby, that in the judgment of the applicable Authorized Officers, are necessary or appropriate to effectuate and carry out the purposes and intent of the foregoing resolutions (such determination to be conclusively evidenced by the taking of such action or execution thereof).

3. Chapter 11 Filing

WHEREAS, the Governing Body has considered certain materials presented by Management and the Advisors, including, but not limited to, materials regarding the liabilities and obligations of the Company, its liquidity, strategic alternatives available to it, and the effect of the foregoing on the Company's business, and has had adequate opportunity to consult such persons regarding the materials presented, obtain additional information, and to fully consider each of the strategic alternatives available to the Company; and

WHEREAS, the Governing Body has had the opportunity to consult with Management, the Board, and the Advisors and consider each of the strategic alternatives available to the Company.

NOW, THEREFORE, BE IT RESOLVED, that in the judgment of the Governing Body, it is desirable and in the best interests of the Company, its creditors, and other parties in interest, that the Company shall be, and hereby is, authorized to file, or cause to be filed, a voluntary petition for relief (such voluntary petition, and the voluntary petitions to be filed by the Company's affiliates, collectively, the "Chapter 11 Cases") under the provisions of chapter 11 of title 11 of the United States Code (the "Bankruptcy Code") in the United States Bankruptcy Court for the Southern District of Texas (the "Bankruptcy Court") and any other petition for relief or recognition or other order that may be desirable under applicable law; and

FURTHER RESOLVED, that the Authorized Officers, acting alone or with one or more other Authorized Officers of the Company be, and each of them hereby is authorized, empowered, and directed to execute and file on behalf of the Company all petitions, schedules, lists, and other motions, objections, replies, applications, papers, or documents as necessary or advisable to commence the Chapter 11 Cases and obtain chapter 11 relief, and to take any and all actions that they deem necessary or proper to obtain such relief, including, without limitation, any action necessary to maintain the ordinary course operation of the Company's business.

4. Senior Secured Super-Priority Debtor-In-Possession Credit Agreement

WHEREAS, TAILORED BRANDS, INC., a Texas corporation, the Company, as debtor and debtor-in-possession, each of the other U.S. Subsidiary Borrowers from time to time party thereto (each of the foregoing, individually, as a "U.S. Borrower" and, collectively, as the "U.S. Borrowers"), MOORES THE SUIT PEOPLE CORP., a Nova Scotia unlimited liability company (the "Canadian Borrower" and, together with the U.S. Borrowers, the "Borrowers"), the Canadian Guarantors from time to time party thereto, the Lenders from time to time party thereto, JPMORGAN CHASE BANK, N.A., as Administrative Agent ("U.S. Agent"), and JPMORGAN CHASE BANK, N.A. TORONTO BRANCH, as Canadian Administrative Agent ("Canadian Agent"; together with the U.S. Agent, the "Agents"), propose to enter into that certain SENIOR SECURED SUPER-PRIORITY DEBTOR-IN-POSSESSION CREDIT AGREEMENT dated as

of the date hereof (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “DIP Credit Agreement”);

WHEREAS, the obligation of the Lenders to make Loans to the Borrowers under the DIP Credit Agreement is subject to the Company having satisfied certain conditions described in the DIP Credit Agreement and the other Loan Documents (as defined below) to which it is a party;

WHEREAS, the DIP Credit Agreement requires the Company to guaranty and to grant a security interest to secure the obligations under the Loan Documents; and

WHEREAS, the Company will obtain benefits from the Loans made to the Borrowers under the DIP Credit Agreement.

NOW, THEREFORE, BE IT RESOLVED, that the form, terms and provisions of each of the instruments and documents listed below (collectively, the “Loan Documents”), substantially in the form received by the undersigned and the Company’s execution, delivery and performance of its obligations under the Loan Documents, including without limitation the grant of security interests under the Loan Documents, and, any borrowings or guaranty therewith, be, and hereby are, in all respects, approved:

- a) any promissory note executed by the Companies in connection with the DIP Credit Agreement;
- b) any fee letter in connection with the DIP Credit Agreement;
- c) any Collateral Document in connection with the DIP Credit Agreement;
- d) any intellectual property security agreement in connection with the DIP Credit Agreement;
- e) the Interim Order;
- f) the Final Order;
- g) the Intercreditor Agreement;
- h) the Intercompany Subordination Agreement;
- i) the Intercreditor Acknowledgement;
- j) any commitment letter in connection with the DIP Credit Agreement;
- k) any guarantee in connection with the DIP Credit Agreement;
- l) any assignment documents, security agreements, notices, financing statements, tax affidavits, and other instruments as the Agents and/or the Lenders may reasonably request or as may be necessary or appropriate to create, preserve and perfect the Liens of Agents and/or the Lenders required pursuant to the Loan Documents to be created in the Collateral;

- m) agreements with third parties (including, without limitation, bank agency agreements, lockbox agreements, cash management agreements, hedge agreements, control agreements, landlord agreements, Collateral Access Agreements, bailee letters, and warehouse letters) relating to the Collateral; and
- n) such other Loan Documents (as defined in the DIP Credit Agreement), agreements, documents, Orders, pledges, powers of attorney, instruments, letters of credit, acknowledgements, statements, paper, certificates and other documents and instruments, including any interest rate swaps, caps, collars or similar hedging agreement and any financing statements (or amendments thereto) that may be contemplated by, or as may be required by or executed in connection with any of the Loan Documents.

FURTHER RESOLVED, that the Authorized Officers, acting alone or with one or more other Authorized Officers be, and hereby is, authorized and empowered to execute and deliver, and perform all of the obligations and the transactions contemplated under each of the Loan Documents in the name and on behalf of the Company, with such changes therein as shall be approved by the Authorized Officer executing the same, with such execution by said Authorized Officer to constitute conclusive evidence of his or her approval of the terms thereof, including any departures therein from the form presented to the Governing Body;

FURTHER RESOLVED, that any person dealing with an Authorized Officer may conclusively rely upon the authority of such Authorized Officer by the execution of a document or agreement;

FURTHER RESOLVED, that the Company will obtain benefits from the loans made to the Company under the DIP Credit Agreement and the other Loan Documents which are necessary and convenient to the conduct, promotion and attainment of the business of the Company;

FURTHER RESOLVED, that the incurrence by the Company of the borrowings and obligations under the Loan Documents is hereby authorized and approved in all respects and the transactions contemplated by the Loan Documents are approved in all respects;

FURTHER RESOLVED, that each of the Authorized Officers be, and hereby is, authorized and empowered to take all actions or to not take any action in the name of the Company with respect to the transactions contemplated by these resolutions as the sole shareholder or sole member, of each direct or indirect subsidiary of the Company, if any, whether existing now or in the future, in each case, as such Authorized Officer shall deem necessary or desirable in such Authorized Officer's reasonable business judgment, including without limitation the authorization of resolutions and agreements necessary to authorize the execution, delivery and performance pursuant to the DIP Credit Agreement or any of the Loan Documents (including certificates, affidavits, financing statements, notices, reaffirmations and amendments and restatements thereof or relating thereto) as may be necessary or convenient to effectuate the purposes of the transactions contemplated herein;

FURTHER RESOLVED, that the Company be and it hereby is, authorized and directed to grant the Liens and security interests with respect to all or substantially all of its assets contemplated and as and when required by the Collateral Documents and the other Loan Documents in favor of the Agents and/or the Lenders to secure the Obligations (and any renewals,

increases, extension for any period of rearrangement thereof) and to provide the guarantees contemplated in the Loan Documents;

FURTHER RESOLVED, that the Agents are authorized to file or record financing statements and other filing or recording documents or instruments with respect to the Collateral without the signature of the Company in such form and substance and in such offices as the Agents determine appropriate to continue to perfect the security interests of the Agents for the benefit of the Lenders under the DIP Credit Agreement and the other Loan Documents, as appropriate, and the Agents are authorized to use the collateral description "all or substantially all personal property assets of the Debtor, whether now existing or hereafter arising" or any similar description in any such financing statements;

FURTHER RESOLVED, that the Company be, and hereby is, authorized to guaranty the payment in full and performance of all Obligations, to the extent applicable, of its direct or indirect subsidiaries;

FURTHER RESOLVED, that any specific resolutions that may be required to have been adopted by the Company in connection with the actions contemplated by the foregoing resolutions be, and they hereby are, adopted, and the Authorized Officers of the Company be, and each of them acting alone hereby is authorized to certify as to the adoption of any and all such resolutions and attach such resolutions hereto;

FURTHER RESOLVED, that the omission from these resolutions of any agreement, document or other arrangement contemplated by any of the agreements, documents or instruments described in the foregoing resolutions or any action to be taken in accordance with any requirement of any of the agreements, documents, or instruments described in the foregoing resolutions shall in no manner derogate from the authority of the Authorized Officers, or any officer of the Company acting at their direction, to take all actions necessary, desirable, advisable or appropriate to consummate, effectuate carry out or further the transactions contemplated by, and the intent and purposes of, the foregoing resolutions;

FURTHER RESOLVED, that each of the Authorized Officers be, and hereby is, authorized and empowered to take all such further actions including, without limitation, to pay all fees, (including without limitation, the fees under the Fee Letters and expenses in accordance with the terms of the Loan Documents), to arrange for and enter into supplemental agreements, instruments, amendments, amendment and restatements, modifications, renewals, replacements, consolidations, substitutions, extensions, certificates or documents relating to the transactions contemplated by any of the Loan Documents and to execute and deliver all such supplemental agreements, instruments, amendments, amendment and restatements, modifications, renewals, replacements, consolidations, substitutions, extensions, certificates or documents in the name and on behalf of the Company, which shall in their sole judgment be necessary, proper or advisable in order to perform the Company's obligations under or in connection with any of the Loan Documents and the transactions contemplated therein, and to carry out fully the intent of the foregoing resolution. The performance of any such further act and the execution of any such document or instrument by any of the aforesaid Authorized Officers of the Company pursuant to these resolutions shall be conclusive evidence that the same have been authorized and approved by the Company in every respect;

FURTHER RESOLVED, that all acts and actions taken by any Authorized Officer prior to the date hereof with respect to the transactions contemplated by the Loan Documents (as defined

in the DIP Credit Agreement), and any and all agreements, instruments, certificates or documents heretofore executed be, and hereby are, in all respects confirmed, approved and ratified; and

FURTHER RESOLVED, that all initially capitalized terms used in the resolutions under the caption "SENIOR SECURED SUPER-PRIORITY DEBTOR-IN-POSSESSION CREDIT AGREEMENT" and otherwise without definition shall have the meanings ascribed to them in the DIP Credit Agreement.

5. Retention of Professionals

NOW, THEREFORE, BE IT RESOLVED that each of the Authorized Officers be, and they hereby are, authorized and directed to employ the following professionals on behalf of the Company: (i) the law firm of Kirkland & Ellis LLP and Kirkland & Ellis International LLP, as general bankruptcy counsel, (ii) the law firm of Jackson Walker L.L.P., as co-bankruptcy counsel, (iii) the law firm of Stikeman Elliot LLP, as co-bankruptcy counsel, (iv) the law firm of Mourant Ozannes, as co-bankruptcy counsel, (v) PJT Partners LP, as financial advisor, (vi) AlixPartners, LLP, as restructuring advisor, (vii) Prime Clerk LLC, as notice and claims agent, (viii) A&G Realty Partners, LLC, as a real estate consultant and advisor, and (ix) any other legal counsels, accountants, financial advisors, restructuring advisors or other professionals the Authorized Officers deem necessary, appropriate or advisable; each to represent and assist the Company in carrying out its duties and responsibilities and exercising its rights under the Bankruptcy Code and applicable law (including, but not limited to, the law firms filing any pleadings and responses); and in connection therewith, each of the Authorized Officers be, and hereby is authorized, empowered and directed, in accordance with the terms and conditions hereof, to execute appropriate retention agreements and to cause to be filed appropriate applications for authority to reach such services; and

FURTHER RESOLVED, that all acts and deeds previously performed by any of the officers of the Authorized Officers, as may be applicable, prior to the adoption of the foregoing recitals and resolutions that are within the authority conferred by the foregoing recitals and resolutions, are hereby ratified, confirmed and approved in all respects as the authorized acts and deeds of the Authorized Officers, as the case may be.

6. General

NOW, THEREFORE, BE IT RESOLVED, that in addition to the specific authorizations heretofore conferred upon the Authorized Officers, each of the Authorized Officers (and their designees and delegates) be, and they hereby are, authorized and empowered, in the name of and on behalf of the Company, to take or cause to be taken any and all such other and further action to: execute, acknowledge, deliver, and file any and all such agreements, certificates, instruments, and other documents; and pay all expenses, including but not limited to filing fees, in each case as in such officer's or officers' judgment, shall be necessary, advisable, or desirable to fully carry out the intent and accomplish the purposes of the resolutions adopted herein;

FURTHER RESOLVED, that the Governing Body has received sufficient notice of the actions and transactions relating to the matters contemplated by the foregoing resolutions, as may be required by the organizational documents of the Company, or hereby waive any right to have received such notice;

FURTHER RESOLVED, that all acts, actions and transactions relating to the matters contemplated by the foregoing resolutions done in the name of and on behalf of the Company, which acts would have been approved by the foregoing resolutions except that such acts were taken before the adoption of these resolutions, are hereby in all respects approved and ratified as the true acts and deeds of the Company with the same force and effect as if each such act, transaction, agreement or certificate has been specifically authorized in advance by resolution of the Governing Body; and

FURTHER RESOLVED, that each of the Authorized Officers (and their designees and delegates) be and hereby is authorized and empowered to take all actions or to not take any action in the name of the Company with respect to the transactions contemplated by these resolutions hereunder, as such Authorized Officers shall deem necessary or desirable in such Authorized Officer's reasonable judgment as may be necessary or convenient to effectuate the purposes of the transactions contemplated herein.

Fill in this information to identify the case and this filing:	
Debtor Name	The Men's Wearhouse, Inc.
United States Bankruptcy Court for the:	Southern District of Texas
	(State)
Case number (If known):	

Official Form 202**Declaration Under Penalty of Perjury for Non-Individual Debtors**

12/15

An individual who is authorized to act on behalf of a non-individual debtor, such as a corporation or partnership, must sign and submit this form for the schedules of assets and liabilities, any other document that requires a declaration that is not included in the document, and any amendments of those documents. This form must state the individual's position or relationship to the debtor, the identity of the document, and the date. Bankruptcy Rules 1008 and 9011.

WARNING -- Bankruptcy fraud is a serious crime. Making a false statement, concealing property, or obtaining money or property by fraud in connection with a bankruptcy case can result in fines up to \$500,000 or imprisonment for up to 20 years, or both. 18 U.S.C. §§ 152, 1341, 1519, and 3571.

Declaration and signature

I am the president, another officer, or an authorized agent of the corporation; a member or an authorized agent of the partnership; or another individual serving as a representative of the debtor in this case.

I have examined the information in the documents checked below and I have a reasonable belief that the information is true and correct:

- ☐ *Schedule A/B: Assets-Real and Personal Property (Official Form 206A/B)*
- ☐ *Schedule D: Creditors Who Have Claims Secured by Property (Official Form 206D)*
- ☐ *Schedule E/F: Creditors Who Have Unsecured Claims (Official Form 206E/F)*
- ☐ *Schedule G: Executory Contracts and Unexpired Leases (Official Form 206G)*
- ☐ *Schedule H: Codebtors (Official Form 206H)*
- ☐ *Summary of Assets and Liabilities for Non-Individuals (Official Form 206Sum)*
- ☐ *Amended Schedule*
- ☒ *Chapter 11 or Chapter 9 Cases: List of Creditors Who Have the 30 Largest Unsecured Claims and Are Not Insiders (Official Form 204)*
- ☒ Other document that requires a declaration **List of Equity Security Holders and Corporate Ownership Statement**

I declare under penalty of perjury that the foregoing is true and correct.

Executed on

08/02/2020

MM/ DD/YYYY

**/s/ Holly Etlin**

Signature of individual signing on behalf of debtor

Holly Etlin

Printed name

Chief Restructuring Officer

Position or relationship to debtor

TAB R

Voluntary Petition of TMW Merchants LLC

Fill in this information to identify the case:

United States Bankruptcy Court for the:

Southern District of Texas

(State)

Case number (if known):

Chapter

11☐ Check if this is an amended filing**Official Form 201****Voluntary Petition for Non-Individuals Filing for Bankruptcy**

04/20

If more space is needed, attach a separate sheet to this form. On the top of any additional pages, write the debtor's name and the case number (if known). For more information, a separate document, *Instructions for Bankruptcy Forms for Non-Individuals*, is available.

1. Debtor's Name TMW Merchants LLC

2. All other names debtor used in the last 8 years _____

Include any assumed names, trade names, and *doing business as* names

3. Debtor's federal Employer Identification Number (EIN) 76-0627595

4. Debtor's address **Principal place of business** **Mailing address, if different from principal place of business**

6100 Stevenson Boulevard

Number Street

Number Street

P.O. Box

Fremont, California 94538

City State Zip Code

City State Zip Code

Location of principal assets, if different from principal place of business

Alameda County

County

Number Street

City State Zip Code

5. Debtor's website (URL) https://www.tailoredbrands.com/

6. Type of debtor

☒ Corporation (including Limited Liability Company (LLC) and Limited Liability Partnership (LLP))

☐ Partnership (excluding LLP)

☐ Other. Specify: _____

Debtor TMW Merchants LLC
Name

Case number (if known) _____

7. Describe debtor's business*A. Check One:*

- ☐ Health Care Business (as defined in 11 U.S.C. § 101(27A))
- ☐ Single Asset Real Estate (as defined in 11 U.S.C. § 101(51B))
- ☐ Railroad (as defined in 11 U.S.C. § 101(44))
- ☐ Stockbroker (as defined in 11 U.S.C. § 101(53A))
- ☐ Commodity Broker (as defined in 11 U.S.C. § 101(6))
- ☐ Clearing Bank (as defined in 11 U.S.C. § 781(3))
- ☒ None of the above

B. Check all that apply:

- ☐ Tax-exempt entity (as described in 26 U.S.C. § 501)
- ☐ Investment company, including hedge fund or pooled investment vehicle (as defined in 15 U.S.C. § 80a-3)
- ☐ Investment advisor (as defined in 15 U.S.C. § 80b-2(a)(11))

C. NAICS (North American Industry Classification System) 4-digit code that best describes debtor. See <http://www.uscourts.gov/four-digit-national-association-naics-codes> .
4481 (Clothing Stores)

8. Under which chapter of the Bankruptcy Code is the debtor filing?*Check One:*

- ☐ Chapter 7
- ☐ Chapter 9
- ☒ Chapter 11. *Check all that apply:*

A debtor who is a "small business debtor" must check the first sub-box. A debtor as defined in § 1182(1) who elects to proceed under subchapter V of chapter 11 (whether or not the debtor is a "small business debtor") must check the second sub-box.

- ☐ The debtor is a small business debtor as defined in 11 U.S.C. § 101(51D), and its aggregate noncontingent liquidated debts (excluding debts owed to insiders or affiliates) are less than \$2,725,625. If this sub-box is selected, attach the most recent balance sheet, statement of operations, cash-flow statement, and federal income tax return or if any of these documents do not exist, follow the procedure in 11 U.S.C. § 1116(1)(B).
- ☐ The debtor is a debtor as defined in 11 U.S.C. § 1182(1). Its aggregate noncontingent liquidated debts (excluding debts owed to insiders or affiliates) are less than \$7,500,000 **and it chooses to proceed under Subchapter V of Chapter 11.** If this sub-box is selected, attach the most recent balance sheet, statement of operations, cash-flow statement, and federal income tax return or if any of these documents do not exist, follow the procedure in 11 U.S.C. § 1116(1)(B).
- ☐ A plan is being filed with this petition.
- ☐ Acceptances of the plan were solicited prepetition from one or more classes of creditors, in accordance with 11 U.S.C. § 1126(b).
- ☒ The debtor is required to file periodic reports (for example, 10K and 10Q) with the Securities and Exchange Commission according to § 13 or 15(d) of the Securities Exchange Act of 1934. File the *Attachment to Voluntary Petition for Non-Individuals Filing for Bankruptcy under Chapter 11* (Official Form 201A) with this form.
- ☐ The debtor is a shell company as defined in the Securities Exchange Act of 1934 Rule 12b-2.

☐ Chapter 12**9. Were prior bankruptcy cases filed by or against the debtor within the last 8 years?**

- ☒ No District _____ When _____ Case number _____
- ☐ Yes. District _____ When _____ Case number _____

Debtor TMW Merchants LLC Case number (if known) _____
 Name _____

10. Are any bankruptcy cases pending or being filed by a business partner or an affiliate of the debtor? ☐ No ☒ Yes. Debtor See Rider 1 Relationship Affiliate
 List all cases. If more than 1, attach a separate list. District Southern District of Texas When 08/02/2020
 Case number, if known MM / DD / YYYY

11. Why is the case filed in this district? *Check all that apply:*
☐ Debtor has had its domicile, principal place of business, or principal assets in this district for 180 days immediately preceding the date of this petition or for a longer part of such 180 days than in any other district.
☒ A bankruptcy case concerning debtor's affiliate, general partner, or partnership is pending in this district.

12. Does the debtor own or have possession of any real property or personal property that needs immediate attention? ☒ No.
☐ Yes. Answer below for each property that needs immediate attention. Attach additional sheets if needed.
Why does the property need immediate attention? (Check all that apply.)

- ☐ It poses or is alleged to pose a threat of imminent and identifiable hazard to public health or safety.
 What is the hazard?
☐ It needs to be physically secured or protected from the weather.
☐ It includes perishable goods or assets that could quickly deteriorate or lose value without attention (for example, livestock, seasonal goods, meat, dairy, produce, or securities-related assets or other options).
☐ Other

Where is the property?

Number Street
 City State Zip Code

Is the property insured?

- ☐ No
☐ Yes. Insurance agency _____
 Contact name _____
 Phone _____

Statistical and administrative information

13. Debtor's estimation of available funds *Check one:*
☒ Funds will be available for distribution to unsecured creditors.
☐ After any administrative expenses are paid, no funds will be available for distribution to unsecured creditors.

14. Estimated number of creditors¹

☐ 1-49	☐ 1,000-5,000	☒ 25,001-50,000
☐ 50-99	☐ 5,001-10,000	☐ 50,001-100,000
☐ 100-199	☐ 10,001-25,000	☐ More than 100,000
☐ 200-999		

¹ The Debtors' estimated assets, liabilities, and number of creditors noted here are provided on a consolidated basis.

Debtor TMW Merchants LLC Case number (if known) _____
 Name

15. Estimated assets

☐ \$0-\$50,000	☐ \$1,000,001-\$10 million	☐ \$500,000,001-\$1 billion
☐ \$50,001-\$100,000	☐ \$10,000,001-\$50 million	☒ \$1,000,000,001-\$10 billion
☐ \$100,001-\$500,000	☐ \$50,000,001-\$100 million	☐ \$10,000,000,001-\$50 billion
☐ \$500,001-\$1 million	☐ \$100,000,001-\$500 million	☐ More than \$50 billion

16. Estimated liabilities

☐ \$0-\$50,000	☐ \$1,000,001-\$10 million	☐ \$500,000,001-\$1 billion
☐ \$50,001-\$100,000	☐ \$10,000,001-\$50 million	☒ \$1,000,000,001-\$10 billion
☐ \$100,001-\$500,000	☐ \$50,000,001-\$100 million	☐ \$10,000,000,001-\$50 billion
☐ \$500,001-\$1 million	☐ \$100,000,001-\$500 million	☐ More than \$50 billion

Request for Relief, Declaration, and Signatures

WARNING -- Bankruptcy fraud is a serious crime. Making a false statement in connection with a bankruptcy case can result in fines up to \$500,000 or imprisonment for up to 20 years, or both. 18 U.S.C. §§ 152, 1341, 1519, and 3571.

17. Declaration and signature of authorized representative of debtor

The debtor requests relief in accordance with the chapter of title 11, United States Code, specified in this petition.

I have been authorized to file this petition on behalf of the debtor.

I have examined the information in this petition 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 08/02/2020
 MM/ DD / YYYY

X /s/ Holly Etlin Holly Etlin
 Signature of authorized representative of debtor Printed name

Title Chief Restructuring Officer

18. Signature of attorney **X** /s/ Matthew D. Cavanaugh Date 08/02/2020
 Signature of attorney for debtor MM/ DD/YYYY

Matthew D. Cavanaugh
 Printed name

Jackson Walker L.L.P.
 Firm name

1401 McKinney Street, Suite 1900
 Number Street

Houston Texas 77010
 City State ZIP Code

(713) 752-4200 mcavanaugh@jw.com
 Contact phone Email address

24062656 Texas
 Bar number State

Fill in this information to identify the case:

United States Bankruptcy Court for the:

Southern District of Texas

(State)

Case number (if known): _____

Chapter **11**☐ Check if this is an amended filing**Rider 1****Pending Bankruptcy Cases Filed by the Debtor and Affiliates of the Debtor**

On the date hereof, each of the entities listed below (collectively, the "Debtors") filed a petition in the United States Bankruptcy Court for the Southern District of Texas for relief under chapter 11 of title 11 of the United States Code. The Debtors have moved for joint administration of these cases under the case number assigned to the chapter 11 case of Tailored Brands, Inc.

Tailored Brands, Inc.
JA Apparel Corp.
Jos. A. Bank Clothiers, Inc.
Joseph Abboud Manufacturing Corp.
K&G Men's Company Inc.
Moore's Retail Group Corp.
Moore's The Suit People Corp.
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 Holding Limited
The Joseph A. Bank Mfg. Co., Inc.
The Men's Wearhouse, Inc.
TMW Merchants LLC

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

In re:

TMW MERCHANTS LLC,

Debtor.

)
) Chapter 11
)
) Case No. 20-[●] ([●])
)
)
)

LIST OF EQUITY SECURITY HOLDERS¹

Debtor	Equity Holders	Address of Equity Holder	Percentage of Equity Held
TMW Merchants LLC	The Men's Wearhouse, Inc.	6100 Stevenson Boulevard Fremont, California 94538	100%

¹ This list reflects holders of five percent or more of Tailored Brands, Inc.'s common stock. This list serves as the disclosure required to be made by the debtor pursuant to rule 1007 of the Federal Rules of Bankruptcy Procedure. All equity positions listed are as of the date of commencement of the chapter 11 case. By the *Debtors' Emergency Motion for Entry of an Order (I) Authorizing the Debtors to File a Consolidated List of Creditors and a Consolidated List of the 30 Largest Unsecured Creditors, (II) Waiving the Requirement to File a List of Equity Security Holders, (III) Authorizing the Debtors to Redact Certain Personal Identification Information, (IV) Approving the Form and Manner of Notifying Creditors of the Commencement of the Chapter 11 Cases and Other Information, and (V) Granting Related Relief* filed contemporaneously herewith, the debtor is requesting a waiver of the requirement under rule 1007 to file a list of all of its equity security holders.

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

In re:	)	
	)	Chapter 11
	)	
TMW MERCHANTS LLC,	)	Case No. 20-[●] ([●])
	)	
Debtor.	)	
	)	

CORPORATE OWNERSHIP STATEMENT

Pursuant to rules 1007(a)(1) and 7007.1 of the Federal Rules of Bankruptcy Procedure, the following are corporations, other than a government unit, that directly or indirectly own 10% or more of any class of the debtor's equity interest:

Shareholder	Approximate Percentage of Shares Held
The Men's Wearhouse, Inc.	100%

Fill in this information to identify the case:Debtor name Tailored Brands, Inc., et al.United States Bankruptcy Court for the: Southern District of Texas

Case number (If known): _____ (State)

☐ Check if this is an amended filing**Official Form 204****Chapter 11 or Chapter 9 Cases: List of Creditors Who Have the 30 Largest Unsecured Claims and Are Not Insiders**

12/15

A list of creditors holding the 30 largest unsecured claims must be filed in a Chapter 11 or Chapter 9 case. Include claims which the debtor disputes. Do not include claims by any person or entity who is an *insider*, as defined in 11 U.S.C. § 101(31). Also, do not include claims by secured creditors, unless the unsecured claim resulting from inadequate collateral value places the creditor among the holders of the 30 largest unsecured claims.

	Name of creditor and complete mailing address, including zip code	Name, telephone number and email address of creditor contact	Nature of claim (for example, trade debts, bank loans, professional services, and government contracts)	Indicate if claim is contingent, unliquidated, or disputed	Amount of claim		
					If the claim is fully unsecured, fill in only unsecured claim amount. If claim is partially secured, fill in total claim amount and deduction for value of collateral or setoff to calculate unsecured claim.		
					Total claim, if partially secured	Deduction for value of collateral or setoff [1]	Unsecured Claim
1	BANK OF NEW YORK MELLON TRUST COMPANY, N.A. 601 TRAVIS ST, 16TH FLOOR HOUSTON, TX 77002	CONTACT: LISA MCCANTS PHONE: 713-483-6752 EMAIL: LISA.MCCANTS@BNYMELLON.COM	SENIOR NOTES DUE 2022		\$179,916,000		\$179,916,000
2	ICON INTERNATIONAL INC LOCKBOX SERVICES 1487 DEPT 1487 350 N ORLEANS STREET STE 800 CHICAGO, IL 60654-1529	CONTACT: KATHLEEN CHOMIENNE PHONE: 203-388-1442 EMAIL: KCHOMIENNE@ICONINTERNATIONAL.COM	TRADE DEBTS		\$8,214,000		\$8,214,000
3	PEERLESS CLOTHING INC. 200 INDUSTRIAL PARK RD. SAINT ALBANS, VT 05478-1873	CONTACT: JOHN TIGHE PHONE: 469-500-8839 EMAIL: JOHNT@PEERLESS-CLOTHING.COM	TRADE DEBTS		\$8,115,000		\$8,115,000
4	ADOBE SYSTEMS INC 29322 NETWORK PLACE CHICAGO, IL 60673-1293	CONTACT: JEFFEREY YOUNG PHONE: 385-345-2280 EMAIL: JYOUNG@ADOBE.COM	TRADE DEBTS		\$7,047,000		\$7,047,000
5	WH BUYER, LLC DBA WHP GLOBAL 333 S GRAND AVENUE 28TH FLOOR LOS ANGELES, CA 90071	CONTACT: STEPHEN CONWELL PHONE: 646-518-8499 EMAIL: SCONWELL@WHP-GLOBAL.COM	ROYALTIES		\$5,781,000		\$5,781,000
6	ENGIE INSIGHT 1313 NORTH ATLANTIC, SUITE 5000 SPOKANE, WA 99201-2330	CONTACT: RICHARD COOMBE PHONE: 480-625-5055 EMAIL: RICHARD.COOMBE@ENGIE.COM	TRADE DEBTS		\$4,966,000		\$4,966,000

¹ The Debtors reserve the right to assert setoff and other rights with respect to any of the claims listed herein.

	Name of creditor and complete mailing address, including zip code	Name, telephone number and email address of creditor contact	Nature of claim (for example, trade debts, bank loans, professional services, and government contracts)	Indicate if claim is contingent, unliquidated, or disputed	Amount of claim If the claim is fully unsecured, fill in only unsecured claim amount. If claim is partially secured, fill in total claim amount and deduction for value of collateral or setoff to calculate unsecured claim.		
					Total claim, if partially secured	Deduction for value of collateral or setoff [1]	Unsecured Claim
7	MCKINSEY & COMPANY, INC. 3 WORLD TRADE CENTER 175 GREENWICH STREET NEW YORK, NY 10007	CONTACT: GENERAL COUNSEL OFFICE PHONE: 212-415-5372 EMAIL: KILLIAN_NOLAN@MCKINSEY.COM	PROFESSIONAL SERVICES		\$3,500,000		\$3,500,000
8	DAVID'S BRIDAL, INC. 1001 WASHINGTON ST. ASF MONTHLY INSTALLMENT CONSHOHOCKEN, PA 19428	CONTACT: JIM MARCUM PHONE: 603-455-5650 EMAIL: JMARCUM@DBI.COM	ROYALTIES		\$3,490,000		\$3,490,000
9	FLOW FORMAL ALLIANCE, LLC P.O. BOX 842683 BOSTON, MA 02284-2683	CONTACT: JEFF WEINTRAUB PHONE: 561-504-1846 EMAIL: LJTHEALIEN@AOL.COM	TRADE DEBTS		\$3,203,000		\$3,203,000
10	PRODUCTOS TEXTILES 800 METROS CARRETERA A LA JUTOSA, ZONA LIBRE INHDELVA CHOLOMA CORTEZ, HND	CONTACT: JACOBO KATTAN PHONE: 50499785004 EMAIL: JACOBO.KATTAN@PROTEXSA.HN	TRADE DEBTS		\$2,786,000		\$2,786,000
11	PHILLIPS VAN HEUSEN CORP P.O. BOX 532513 ATLANTA, GA 30353-2513	CONTACT: ANN RALKO PHONE: 908-332-4698 EMAIL: ANN.RALKO@PVH.COM	TRADE DEBTS		\$2,668,000		\$2,668,000
12	VETEMENTS PEERLESS CLOTHING 8888 BOUL PIE 1X MONTREAL, QC H1Z 4J5 CAN	CONTACT: JOHN TIGHE PHONE: 469-500-8839 EMAIL: JOHNT@PEERLESS-CLOTHING.COM	TRADE DEBTS		\$2,224,000		\$2,224,000
13	GOOGLE, INC. DEPT 33654 P.O. BOX 39000 SAN FRANCISCO, CA 94139	CONTACT: RICH JONES PHONE: 650-862-1371 EMAIL: RJONES@GOOGLE.COM	TRADE DEBTS		\$1,841,000		\$1,841,000
14	LAGUNA CLOTHING(MAURITIUS)LTD BOUNDARY ROAD QUATRE BORNES, MUS	CONTACT: ERIC DORCHIES PHONE: 23054233500 EMAIL: EDORCHIES@AQUARELLE-CLOTHING.COM	TRADE DEBTS		\$1,630,000		\$1,630,000
15	TOP GENUINE, LLC PO BOX 50001 PASADENA, CA 91105	CONTACT: RAY TOLLES PHONE: 213-479-3000 EMAIL: RAY.TOLLES@GMAIL.COM	TRADE DEBTS		\$1,567,000		\$1,567,000
16	KENNETH COLE PRODUCTION/ROYALTIES/ADVE RT 400 PLAZA DRIVE SECAUCUS, NJ 07094	CONTACT: KENNETH COLE PHONE: 914-806-2323 EMAIL: KENNETH@KENNETHCOLE.COM	ROYALTIES		\$1,464,000		\$1,464,000
17	CASS INFORMATION SYSTEMS INC. P.O. BOX 17617 ST.LOUIS, MO 63178	CONTACT: DEREK PANO PHONE: 978-323-6567 EMAIL: DAPANO@CASSINFO.COM	TRADE DEBTS		\$1,461,000		\$1,461,000
18	AT&T P.O. BOX 5019 CAROL STREAM, IL 60197-5019	CONTACT: CHARLES KEETON PHONE: 281-797-1882 EMAIL: CK6861@ATT.COM	UTILITY		\$1,361,000		\$1,361,000

	Name of creditor and complete mailing address, including zip code	Name, telephone number and email address of creditor contact	Nature of claim (for example, trade debts, bank loans, professional services, and government contracts)	Indicate if claim is contingent, unliquidated, or disputed	Amount of claim If the claim is fully unsecured, fill in only unsecured claim amount. If claim is partially secured, fill in total claim amount and deduction for value of collateral or setoff to calculate unsecured claim.		
					Total claim, if partially secured	Deduction for value of collateral or setoff [1]	Unsecured Claim
19	PT UNGARAN SARI GARMENTS KUNINGAN CITY (AXA TOWER), 41ST FLOOR JL. PROF. DR.SATRIO JAKARTA, 12940 IND	CONTACT: MANISH VIRMANI PHONE: 628111045222 EMAIL: MANISH.VIRMANI@BUSANAGROUP.COM	TRADE DEBTS		\$1,205,000		\$1,205,000
20	JIANGSU SUNSHINE CO. LTD./ FABRIC WIRE XINQIAO TOWN,UIANGYIN CITY JIANGSU PROVINCE 214426, CHN	CONTACT: LIPING PHONE: 760-224-7532 EMAIL: LIPINGHECN@YAHOO.COM	TRADE DEBTS		\$914,000		\$914,000
21	HCL TECHNOLOGIES LTD 806 SIDDHARTH 96 NEHRU PLACE NEW DEHLI, 110-0119 IND	CONTACT: TRACY DECICCO PHONE: 303-570-3801 EMAIL: TRACY.DECICCO@HCL.COM	TRADE DEBTS		\$875,000		\$875,000
22	STAPLES PO BOX 70242 PHILADELPHIA, PA 19176-0242	PHONE: 877-826-7755	TRADE DEBTS		\$823,000		\$823,000
23	CT CORPORATION PO BOX 4349 CAROL STREAM, IL 60197-4349	CONTACT: BONNUS SMITH PHONE: 713-882-8566 EMAIL: BONNIE.SMITH@WOLTERSKLUWER.COM	TRADE DEBTS		\$812,000		\$812,000
24	FABIAN COUTURE GROUP 205C CHUBB AVENUE LYNDHURST, NJ 07071	CONTACT: ALLAN WEISS PHONE: 201-248-3562 EMAIL: AAJWEISS@AOL.COM	TRADE DEBTS		\$805,000		\$805,000
25	FLORSHEIM SHOE CO. 7734 SOLUTION CENTER CHICAGO, IL 60677-7007	CONTACT: JOHN FLORSHEIM PHONE: 414-908-1889 EMAIL: JFLORSHEIM@WEYCOGROUP.COM	TRADE DEBTS		\$784,000		\$784,000
26	CAULFEILD APPAREL GROUP LTD 1400 WHITEHORSE RD TORONTO, ON M3J3A7 CAN	CONTACT: MARIO TOMEI PHONE: 416-720-5984 EMAIL: MARIOT@CAULFEILD	TRADE DEBTS		\$782,000		\$782,000
27	TRANSPACIFIC INC. C/O TRANSPACIFIC P.O. BOX 75359 CHICAGO, IL 60675-5359	CONTACT: NING ZHOA PHONE: 917-886-9518 EMAIL: NING@MORETTISHOE.COM	TRADE DEBTS		\$776,000		\$776,000
28	MM FASHION AND DESIGN INC 9202 CHARLES SMITH AVENUE RANCHO CUCAMONGA, CA 91730	CONTACT: ANGEL MARTINEZ PHONE: 909-720-8661 EMAIL: ANGEL@MMFASHIONINC.COM	TRADE DEBTS		\$742,000		\$742,000
29	BLDG MANAGEMENT CO., INC. / 7101 417 FIFTH AVENUE, 4TH FLOOR NEW YORK, NY 10016	CONTACT: SARA FONTANET PHONE: 212-624-4337 EMAIL: SFONTANET@BLDG.COM	RENT		\$703,000		\$703,000
30	SITUS ASSET MANAGEMENT, LLC / #220 C/O BTR HAMPSTEAD, LLC SIGNATURE BANK NEWARK, NJ 07101-8084	CONTACT: ANGELA BALDWIN PHONE: 410-844-3906 EMAIL: ABALDWIN@BTRCAPITALGROUP.COM	RENT		\$701,000		\$701,000

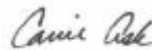
TMW MERCHANTS LLC
WRITTEN CONSENT OF MANAGERS
IN LIEU OF ANNUAL MEETING

Pursuant to the Second Amended and Restated Limited Liability Company Agreement of TMW Merchants LLC dated January 1, 2013 (the “Agreement”), by The Men’s Wearhouse, Inc., a Texas corporation, and pursuant to and in accordance with the Delaware Limited Liability Company Act, 6 Del. C. § 18-101, et seq. (the “Act”), the undersigned, being all of the managers of TMW Merchants LLC, a Delaware limited liability company (the “Company”), and in lieu of an annual meeting of the Board of Managers, the call and notice of which are hereby waived, do hereby consent to the adoption of and adopt the resolutions set forth on Annex A attached hereto.

This consent may be executed in counterparts, each of which shall be deemed an original, and all of which taken together shall constitute one instrument. A copy of this consent signed and delivered by telecopy, facsimile or other electronic transmission shall be considered an original, executed consent.

IN WITNESS WHEREOF, the undersigned have executed this consent effective as of _____ August 2, 2020.

MANAGERS:



Carrie Ask



Jamie Bragg



A. Alexander Rhodes

Annex A**1. Election of Officers**

NOW, THEREFORE, BE IT RESOLVED, that each of the following persons is hereby appointed, designated and elected to the offices of the Company set forth adjacent to his or her name, to serve in accordance with the provisions of the Agreement and as otherwise provided in accordance with the Act, and until his or her successor shall have been appointed, designated and elected and shall have qualified:

<u>NAME</u>	<u>OFFICE</u>
Dinesh Lathi	President and Chief Executive Officer
Carrie Ask	Chief Customer Officer
Jamie Bragg	Executive Vice President, Chief Supply Chain Officer
A. Alexander Rhodes	Executive Vice President and General Counsel
Michael Shane Smith	Executive Vice President, Chief Human Resources Officer
Jerry Brandehoff	Senior Vice President and Chief Merchandising Officer, Men's Wearhouse and Moores
Jarrold Nadel	Senior Vice President, Chief of Product Development
Scott Wiltsey	Senior Vice President, Chief Planner
Aidan Arney	Vice President, Corporate Tax
Francisco Fuentes	Vice President, Risk Management
Gunther Grumm	Vice President, HR – Stores and Supply Chain
Kim McIntosh	Vice President, Corporate Controller
Jon Morales	Vice President and Brand Manager for Jos. A. Bank
Nicole Naples	Vice President, Custom
Laura Ann Smith	Vice President, Assistant General Counsel - Corporate and Securities Law and Secretary
Sharmila Sudhakar	Vice President, General Merchandise Manager, Rental
John Vazquez	Vice President, Chief Accounting Officer and Treasurer
Craig Williams	Vice President, Tuxedo Merchandising

2. Restructuring Support Agreement

WHEREAS, the board of managers (the “Governing Body”) of TMW Merchants LLC (the “Company”) has reviewed and considered (i) the recommendation by the Board of Directors

of Tailored Brands, Inc. (the “Board”) and the authorized officers and representatives of Tailored Brands, Inc. (“Management”) that the Company enter into that certain restructuring support agreement (in such form as authorized and executed by any Authorized Officer (as defined below), with such authorization as evidenced by the execution and delivery by any such Authorized Signatory, the “Restructuring Support Agreement”), (ii) the presentations by the Advisors regarding the liabilities and liquidity of the Company, the strategic alternatives available to the Company, and the impact of the foregoing on the Company’s business, (iii) the information and advice previously provided to and reviewed by the Governing Body, the Board, and Management, and (iv) the related matters reported on at meetings of the Governing Body and the Board;

WHEREAS, the Governing Body has had the opportunity to consult with Management and the Board and the financial, restructuring, and legal advisors described in Section 4 herein (collectively, the “Advisors”) and fully consider each of the strategic alternatives available to the Company;

WHEREAS, Management is continuing to negotiate the Restructuring Support Agreement with the Company’s stakeholders, with the terms of such Restructuring Support Agreement to be substantially consistent with the terms set forth in the presentations by Management; and

WHEREAS, the Restructuring Support Agreement provides that it can be terminated if the Governing Body determines, after consulting with counsel, that proceeding with any of the restructuring transactions contemplated by the Restructuring Support Agreement would be inconsistent with applicable law or the Governing Body’s fiduciary duties.

NOW, THEREFORE, BE IT RESOLVED, that it is desirable and in the best interests the Company, its stakeholders, its creditors, and other parties in interest, to enter into the Restructuring Support Agreement, and that the Company’s performance of its obligations under the Restructuring Support Agreement, and all other exhibits, schedules, attachments, and ancillary documents or agreements related thereto, hereby is, in all respects, authorized and approved;

FURTHER RESOLVED, that Management is hereby authorized and directed to take all actions necessary or advisable to negotiate and finalize the Restructuring Support Agreement and, subject to receiving sufficient consents from the Consenting Term Loan Lenders (as defined in the Restructuring Support Agreement), enter into and perform under the Restructuring Support Agreement, and the restructuring contemplated thereunder; and

FURTHER RESOLVED, that the officers of the Company, including but not limited to the President and Chief Executive Officer, any Vice President, the Treasurer, the Secretary or any Assistant Secretary of the Company and any other person designated by the Governing Body (collectively, the “Authorized Officers”) shall be, and each of them individually hereby is, authorized for and on behalf of the Company to take all actions (including, without limitation, to negotiate and execute any agreements, documents, certificates, supplemental agreements and instruments) necessary or advisable to finalize the Restructuring Support Agreement and, subject to receiving sufficient consents from the Consenting Term Loan Lenders (as defined in the Restructuring Support Agreement), to enter into the Restructuring Support Agreement, and to perform all the transactions contemplated thereby, that in the judgment of the applicable Authorized Officers, are necessary or appropriate to effectuate and carry out the purposes and intent of the foregoing resolutions (such determination to be conclusively evidenced by the taking of such action or execution thereof).

3. Chapter 11 Filing

WHEREAS, the Governing Body has considered certain materials presented by Management and the Advisors, including, but not limited to, materials regarding the liabilities and obligations of the Company, its liquidity, strategic alternatives available to it, and the effect of the foregoing on the Company's business, and has had adequate opportunity to consult such persons regarding the materials presented, obtain additional information, and to fully consider each of the strategic alternatives available to the Company; and

WHEREAS, the Governing Body has had the opportunity to consult with Management, the Board, and the Advisors and consider each of the strategic alternatives available to the Company.

NOW, THEREFORE, BE IT RESOLVED, that in the judgment of the Governing Body, it is desirable and in the best interests of the Company, its creditors, and other parties in interest, that the Company shall be, and hereby is, authorized to file, or cause to be filed, a voluntary petition for relief (such voluntary petition, and the voluntary petitions to be filed by the Company's affiliates, collectively, the "Chapter 11 Cases") under the provisions of chapter 11 of title 11 of the United States Code (the "Bankruptcy Code") in the United States Bankruptcy Court for the Southern District of Texas (the "Bankruptcy Court") and any other petition for relief or recognition or other order that may be desirable under applicable law; and

FURTHER RESOLVED, that the Authorized Officers, acting alone or with one or more other Authorized Officers of the Company be, and each of them hereby is authorized, empowered, and directed to execute and file on behalf of the Company all petitions, schedules, lists, and other motions, objections, replies, applications, papers, or documents as necessary or advisable to commence the Chapter 11 Cases and obtain chapter 11 relief, and to take any and all actions that they deem necessary or proper to obtain such relief, including, without limitation, any action necessary to maintain the ordinary course operation of the Company's business.

4. Senior Secured Super-Priority Debtor-In-Possession Credit Agreement

WHEREAS, TAILORED BRANDS, INC., a Texas corporation, THE MEN'S WEARHOUSE, INC., a Texas corporation, as debtor and debtor-in-possession, each of the other U.S. Subsidiary Borrowers from time to time party thereto (each of the foregoing, individually, as a "U.S. Borrower" and, collectively, as the "U.S. Borrowers"), MOORES THE SUIT PEOPLE CORP., a Nova Scotia unlimited liability company (the "Canadian Borrower" and, together with the U.S. Borrowers, the "Borrowers"), the Canadian Guarantors from time to time party thereto, the Lenders from time to time party thereto, JPMORGAN CHASE BANK, N.A., as Administrative Agent ("U.S. Agent"), and JPMORGAN CHASE BANK, N.A. TORONTO BRANCH, as Canadian Administrative Agent ("Canadian Agent"; together with the U.S. Agent, the "Agents"), propose to enter into that certain SENIOR SECURED SUPER-PRIORITY DEBTOR-IN-POSSESSION CREDIT AGREEMENT dated as of the date hereof (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "DIP Credit Agreement");

WHEREAS, the obligation of the Lenders to make Loans to the Borrowers under the DIP Credit Agreement is subject to the Company having satisfied certain conditions described in the DIP Credit Agreement and the other Loan Documents (as defined below) to which it is a party;

WHEREAS, the DIP Credit Agreement requires the Company to guaranty and to grant a security interest to secure the obligations under the Loan Documents; and

WHEREAS, the Company will obtain benefits from the Loans made to the Borrowers under the DIP Credit Agreement.

NOW, THEREFORE, BE IT RESOLVED, that the form, terms and provisions of each of the instruments and documents listed below (collectively, the “Loan Documents”), substantially in the form received by the undersigned and the Company’s execution, delivery and performance of its obligations under the Loan Documents, including without limitation the grant of security interests under the Loan Documents, and, any borrowings or guaranty therewith, be, and hereby are, in all respects, approved:

- a) any promissory note executed by the Companies in connection with the DIP Credit Agreement;
- b) any fee letter in connection with the DIP Credit Agreement;
- c) any Collateral Document in connection with the DIP Credit Agreement;
- d) any intellectual property security agreement in connection with the DIP Credit Agreement;
- e) the Interim Order;
- f) the Final Order;
- g) the Intercreditor Agreement;
- h) the Intercompany Subordination Agreement;
- i) the Intercreditor Acknowledgement;
- j) any commitment letter in connection with the DIP Credit Agreement;
- k) any guarantee in connection with the DIP Credit Agreement;
- l) any assignment documents, security agreements, notices, financing statements, tax affidavits, and other instruments as the Agents and/or the Lenders may reasonably request or as may be necessary or appropriate to create, preserve and perfect the Liens of Agents and/or the Lenders required pursuant to the Loan Documents to be created in the Collateral;
- m) agreements with third parties (including, without limitation, bank agency agreements, lockbox agreements, cash management agreements, hedge agreements, control agreements, landlord agreements, Collateral Access Agreements, bailee letters, and warehouse letters) relating to the Collateral; and
- n) such other Loan Documents (as defined in the DIP Credit Agreement), agreements, documents, Orders, pledges, powers of attorney, instruments, letters of credit, acknowledgements, statements, paper, certificates and other documents and

instruments, including any interest rate swaps, caps, collars or similar hedging agreement and any financing statements (or amendments thereto) that may be contemplated by, or as may be required by or executed in connection with any of the Loan Documents.

FURTHER RESOLVED, that the Authorized Officers, acting alone or with one or more other Authorized Officers be, and hereby is, authorized and empowered to execute and deliver, and perform all of the obligations and the transactions contemplated under each of the Loan Documents in the name and on behalf of the Company, with such changes therein as shall be approved by the Authorized Officer executing the same, with such execution by said Authorized Officer to constitute conclusive evidence of his or her approval of the terms thereof, including any departures therein from the form presented to the Governing Body;

FURTHER RESOLVED, that any person dealing with an Authorized Officer may conclusively rely upon the authority of such Authorized Officer by the execution of a document or agreement;

FURTHER RESOLVED, that the Company will obtain benefits from the loans made to the Company under the DIP Credit Agreement and the other Loan Documents which are necessary and convenient to the conduct, promotion and attainment of the business of the Company;

FURTHER RESOLVED, that the incurrence by the Company of the borrowings and obligations under the Loan Documents is hereby authorized and approved in all respects and the transactions contemplated by the Loan Documents are approved in all respects;

FURTHER RESOLVED, that each of the Authorized Officers be, and hereby is, authorized and empowered to take all actions or to not take any action in the name of the Company with respect to the transactions contemplated by these resolutions as the sole shareholder or sole member, of each direct or indirect subsidiary of the Company, if any, whether existing now or in the future, in each case, as such Authorized Officer shall deem necessary or desirable in such Authorized Officer's reasonable business judgment, including without limitation the authorization of resolutions and agreements necessary to authorize the execution, delivery and performance pursuant to the DIP Credit Agreement or any of the Loan Documents (including certificates, affidavits, financing statements, notices, reaffirmations and amendments and restatements thereof or relating thereto) as may be necessary or convenient to effectuate the purposes of the transactions contemplated herein;

FURTHER RESOLVED, that the Company be and it hereby is, authorized and directed to grant the Liens and security interests with respect to all or substantially all of its assets contemplated and as and when required by the Collateral Documents and the other Loan Documents in favor of the Agents and/or the Lenders to secure the Obligations (and any renewals, increases, extension for any period of rearrangement thereof) and to provide the guarantees contemplated in the Loan Documents;

FURTHER RESOLVED, that the Agents are authorized to file or record financing statements and other filing or recording documents or instruments with respect to the Collateral without the signature of the Company in such form and substance and in such offices as the Agents determine appropriate to continue to perfect the security interests of the Agents for the benefit of the Lenders under the DIP Credit Agreement and the other Loan Documents, as appropriate, and the Agents are authorized to use the collateral description "all or substantially all personal property

assets of the Debtor, whether now existing or hereafter arising” or any similar description in any such financing statements;

FURTHER RESOLVED, that the Company be, and hereby is, authorized to guaranty the payment in full and performance of all Obligations, to the extent applicable, of its direct or indirect subsidiaries;

FURTHER RESOLVED, that any specific resolutions that may be required to have been adopted by the Company in connection with the actions contemplated by the foregoing resolutions be, and they hereby are, adopted, and the Authorized Officers of the Company be, and each of them acting alone hereby is authorized to certify as to the adoption of any and all such resolutions and attach such resolutions hereto;

FURTHER RESOLVED, that the omission from these resolutions of any agreement, document or other arrangement contemplated by any of the agreements, documents or instruments described in the foregoing resolutions or any action to be taken in accordance with any requirement of any of the agreements, documents, or instruments described in the foregoing resolutions shall in no manner derogate from the authority of the Authorized Officers, or any officer of the Company acting at their direction, to take all actions necessary, desirable, advisable or appropriate to consummate, effectuate carry out or further the transactions contemplated by, and the intent and purposes of, the foregoing resolutions;

FURTHER RESOLVED, that each of the Authorized Officers be, and hereby is, authorized and empowered to take all such further actions including, without limitation, to pay all fees, (including without limitation, the fees under the Fee Letters and expenses in accordance with the terms of the Loan Documents), to arrange for and enter into supplemental agreements, instruments, amendments, amendment and restatements, modifications, renewals, replacements, consolidations, substitutions, extensions, certificates or documents relating to the transactions contemplated by any of the Loan Documents and to execute and deliver all such supplemental agreements, instruments, amendments, amendment and restatements, modifications, renewals, replacements, consolidations, substitutions, extensions, certificates or documents in the name and on behalf of the Company, which shall in their sole judgment be necessary, proper or advisable in order to perform the Company’s obligations under or in connection with any of the Loan Documents and the transactions contemplated therein, and to carry out fully the intent of the foregoing resolution. The performance of any such further act and the execution of any such document or instrument by any of the aforesaid Authorized Officers of the Company pursuant to these resolutions shall be conclusive evidence that the same have been authorized and approved by the Company in every respect;

FURTHER RESOLVED, that all acts and actions taken by any Authorized Officer prior to the date hereof with respect to the transactions contemplated by the Loan Documents (as defined in the DIP Credit Agreement), and any and all agreements, instruments, certificates or documents heretofore executed be, and hereby are, in all respects confirmed, approved and ratified; and

FURTHER RESOLVED, that all initially capitalized terms used in the resolutions under the caption “SENIOR SECURED SUPER-PRIORITY DEBTOR-IN-POSSESSION CREDIT AGREEMENT” and otherwise without definition shall have the meanings ascribed to them in the DIP Credit Agreement.

5. Retention of Professionals

NOW, THEREFORE, BE IT RESOLVED that each of the Authorized Officers be, and they hereby are, authorized and directed to employ the following professionals on behalf of the Company: (i) the law firm of Kirkland & Ellis LLP and Kirkland & Ellis International LLP, as general bankruptcy counsel, (ii) the law firm of Jackson Walker L.L.P., as co-bankruptcy counsel, (iii) the law firm of Stikeman Elliot LLP, as co-bankruptcy counsel, (iv) the law firm of Mourant Ozannes, as co-bankruptcy counsel, (v) PJT Partners LP, as financial advisor, (vi) AlixPartners, LLP, as restructuring advisor, (vii) Prime Clerk LLC, as notice and claims agent, (viii) A&G Realty Partners, LLC, as a real estate consultant and advisor, and (ix) any other legal counsels, accountants, financial advisors, restructuring advisors or other professionals the Authorized Officers deem necessary, appropriate or advisable; each to represent and assist the Company in carrying out its duties and responsibilities and exercising its rights under the Bankruptcy Code and applicable law (including, but not limited to, the law firms filing any pleadings and responses); and in connection therewith, each of the Authorized Officers be, and hereby is authorized, empowered and directed, in accordance with the terms and conditions hereof, to execute appropriate retention agreements and to cause to be filed appropriate applications for authority to reach such services; and

FURTHER RESOLVED, that all acts and deeds previously performed by any of the officers of the Authorized Officers, as may be applicable, prior to the adoption of the foregoing recitals and resolutions that are within the authority conferred by the foregoing recitals and resolutions, are hereby ratified, confirmed and approved in all respects as the authorized acts and deeds of the Authorized Officers, as the case may be.

6. General

NOW, THEREFORE, BE IT RESOLVED, that in addition to the specific authorizations heretofore conferred upon the Authorized Officers, each of the Authorized Officers (and their designees and delegates) be, and they hereby are, authorized and empowered, in the name of and on behalf of the Company, to take or cause to be taken any and all such other and further action to: execute, acknowledge, deliver, and file any and all such agreements, certificates, instruments, and other documents; and pay all expenses, including but not limited to filing fees, in each case as in such officer's or officers' judgment, shall be necessary, advisable, or desirable to fully carry out the intent and accomplish the purposes of the resolutions adopted herein;

FURTHER RESOLVED, that the Governing Body has received sufficient notice of the actions and transactions relating to the matters contemplated by the foregoing resolutions, as may be required by the organizational documents of the Company, or hereby waive any right to have received such notice;

FURTHER RESOLVED, that all acts, actions and transactions relating to the matters contemplated by the foregoing resolutions done in the name of and on behalf of the Company, which acts would have been approved by the foregoing resolutions except that such acts were taken before the adoption of these resolutions, are hereby in all respects approved and ratified as the true acts and deeds of the Company with the same force and effect as if each such act, transaction, agreement or certificate has been specifically authorized in advance by resolution of the Governing Body; and

FURTHER RESOLVED, that each of the Authorized Officers (and their designees and delegates) be and hereby is authorized and empowered to take all actions or to not take any action in the name of the Company with respect to the transactions contemplated by these resolutions hereunder, as such Authorized Officers shall deem necessary or desirable in such Authorized Officer's reasonable judgment as may be necessary or convenient to effectuate the purposes of the transactions contemplated herein.

Fill in this information to identify the case and this filing:	
Debtor Name	TMW Merchants LLC
United States Bankruptcy Court for the:	Southern District of Texas
	(State)
Case number (If known):	

Official Form 202**Declaration Under Penalty of Perjury for Non-Individual Debtors**

12/15

An individual who is authorized to act on behalf of a non-individual debtor, such as a corporation or partnership, must sign and submit this form for the schedules of assets and liabilities, any other document that requires a declaration that is not included in the document, and any amendments of those documents. This form must state the individual's position or relationship to the debtor, the identity of the document, and the date. Bankruptcy Rules 1008 and 9011.

WARNING -- Bankruptcy fraud is a serious crime. Making a false statement, concealing property, or obtaining money or property by fraud in connection with a bankruptcy case can result in fines up to \$500,000 or imprisonment for up to 20 years, or both. 18 U.S.C. §§ 152, 1341, 1519, and 3571.

Declaration and signature

I am the president, another officer, or an authorized agent of the corporation; a member or an authorized agent of the partnership; or another individual serving as a representative of the debtor in this case.

I have examined the information in the documents checked below and I have a reasonable belief that the information is true and correct:

- ☐ *Schedule A/B: Assets-Real and Personal Property (Official Form 206A/B)*
- ☐ *Schedule D: Creditors Who Have Claims Secured by Property (Official Form 206D)*
- ☐ *Schedule E/F: Creditors Who Have Unsecured Claims (Official Form 206E/F)*
- ☐ *Schedule G: Executory Contracts and Unexpired Leases (Official Form 206G)*
- ☐ *Schedule H: Codebtors (Official Form 206H)*
- ☐ *Summary of Assets and Liabilities for Non-Individuals (Official Form 206Sum)*
- ☐ *Amended Schedule*
- ☒ *Chapter 11 or Chapter 9 Cases: List of Creditors Who Have the 30 Largest Unsecured Claims and Are Not Insiders (Official Form 204)*
- ☒ Other document that requires a declaration **List of Equity Security Holders and Corporate Ownership Statement**

I declare under penalty of perjury that the foregoing is true and correct.

Executed on

08/02/2020

MM/ DD/YYYY

**/s/ Holly Etlin**

Signature of individual signing on behalf of debtor

Holly Etlin

Printed name

Chief Restructuring Officer

Position or relationship to debtor

TAB S

Debtors' Emergency Motion Seeking Entry of Interim and Final Orders Authorizing the Debtors to (I) Continue to Operate Their Cash Management Systems, (II) Honor Certain Prepetition Obligations Related Thereto, (III) Maintain Existing Business Forms, and (IV) Continue to Perform Intercompany Transactions

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

In re:

TAILORED BRANDS, INC., *et al.*,¹

Debtors.

)
) Chapter 11
)
) Case No. 20-33900 (MI)
)
) (Joint Administration Requested)
) (Emergency Hearing Requested)

**DEBTORS' EMERGENCY MOTION
SEEKING ENTRY OF INTERIM AND FINAL ORDERS
AUTHORIZING THE DEBTORS TO (I) CONTINUE TO OPERATE THEIR
CASH MANAGEMENT SYSTEMS, (II) HONOR CERTAIN PREPETITION
OBLIGATIONS RELATED THERETO, (III) MAINTAIN EXISTING BUSINESS
FORMS, AND (IV) CONTINUE TO PERFORM INTERCOMPANY TRANSACTIONS**

EMERGENCY RELIEF HAS BEEN REQUESTED. A HEARING WILL BE CONDUCTED ON THIS MATTER ON AUGUST 3, 2020 AT 4:30 P.M. (CENTRAL TIME) IN COURTROOM 404, 4TH FLOOR, 515 RUSK STREET, HOUSTON, TEXAS 77002. IF YOU OBJECT TO THE RELIEF REQUESTED OR YOU BELIEVE THAT EMERGENCY CONSIDERATION IS NOT WARRANTED, YOU MUST EITHER APPEAR AT THE HEARING OR FILE A WRITTEN RESPONSE PRIOR TO THE HEARING. OTHERWISE, THE COURT MAY TREAT THE PLEADING AS UNOPPOSED AND GRANT THE RELIEF REQUESTED.

RELIEF IS REQUESTED NOT LATER THAN AUGUST 3, 2020.

PLEASE NOTE THAT ON MARCH 24, 2020, THROUGH THE ENTRY OF GENERAL ORDER 2020-10, THE COURT INVOKED THE PROTOCOL FOR EMERGENCY PUBLIC HEALTH OR SAFETY CONDITIONS.

IT IS ANTICIPATED THAT ALL PERSONS WILL APPEAR TELEPHONICALLY AND ALSO MAY APPEAR VIA VIDEO AT THIS HEARING.

AUDIO COMMUNICATION WILL BE BY USE OF THE COURT'S DIAL-IN FACILITY. YOU MAY ACCESS THE FACILITY AT (832) 917-1510. YOU WILL BE RESPONSIBLE FOR YOUR OWN LONG-DISTANCE CHARGES. ONCE CONNECTED, YOU WILL BE ASKED TO ENTER THE CONFERENCE ROOM NUMBER. JUDGE ISGUR'S CONFERENCE ROOM NUMBER IS 954554.

YOU MAY VIEW VIDEO VIA GOTOMEETING. TO USE GOTOMEETING, THE COURT RECOMMENDS THAT YOU DOWNLOAD THE FREE GOTOMEETING APPLICATION. TO CONNECT, YOU SHOULD ENTER THE MEETING CODE "JUDGEISGUR" IN THE GOTOMEETING APP OR CLICK THE LINK ON JUDGE ISGUR'S HOME PAGE ON THE SOUTHERN DISTRICT OF TEXAS WEBSITE. ONCE CONNECTED, CLICK THE SETTINGS ICON IN THE UPPER RIGHT CORNER AND ENTER YOUR NAME UNDER THE PERSONAL INFORMATION SETTING.

HEARING APPEARANCES MUST BE MADE ELECTRONICALLY IN ADVANCE OF 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.

HEARING. TO MAKE YOUR ELECTRONIC APPEARANCE, GO TO THE SOUTHERN DISTRICT OF TEXAS WEBSITE AND SELECT "BANKRUPTCY COURT" FROM THE TOP MENU. SELECT "JUDGES' PROCEDURES & SCHEDULES," THEN "VIEW HOME PAGE" FOR JUDGE ISGUR. UNDER "ELECTRONIC APPEARANCE" SELECT "CLICK HERE TO SUBMIT ELECTRONIC APPEARANCE". SELECT "TAILORED BRANDS, INC. ET AL.", COMPLETE THE REQUIRED FIELDS AND CLICK "SUBMIT" TO COMPLETE YOUR APPEARANCE.

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 interim and final orders, substantially in the forms attached hereto (respectively, the "Interim Order" and "Final Order"): (a) authorizing the Debtors to (i) continue to operate their Cash Management Systems (as defined herein); (ii) honor certain prepetition obligations related thereto; (iii) maintain existing Business Forms (as defined herein) in the ordinary course of business; and (iv) continue to perform Intercompany Transactions (as defined herein) consistent with historical practice; and (b) granting related relief.

2. The Debtors also request that the Court schedule a final hearing within 21 days of the commencement of these chapter 11 cases, or as soon thereafter as is convenient for the Court, to consider approval of this Motion on a final basis.

Jurisdiction and Venue

3. 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

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.

rule 7008 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”), to the entry of a final order by the Court.

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

5. The bases for the relief requested herein are sections 105, 345, 363, and 503 of the Bankruptcy Code, Bankruptcy Rules 6003 and 6004, and rule 9013-1(b) of the Bankruptcy Local Rules for the Southern District of Texas (the “Bankruptcy Local Rules”).

Background

6. 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.

7. 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 Cash Management Systems

I. Overview.

8. In the ordinary course of business, the Debtors maintain two integrated, centralized cash management systems; one for its operations in the United States (the “U.S. Cash Management”

System”) and one for its operations in Canada (the “Canadian Cash Management System” and, collectively with the U.S. Cash Management System, the “Cash Management Systems”), both of which are comparable to the cash management systems used by similarly situated companies to manage the cash of operating units in a cost effective, efficient manner. Aside from certain intercompany transactions and the repatriation of funds on an as-needed basis, there are no regular interactions between the U.S. Cash Management System and the Canadian Cash Management System. The Cash Management Systems are summarized on Annex 1 annexed to the Interim Order and the Final Order and are collectively comprised of 78 active bank accounts (collectively, the “Bank Accounts”).³ The Debtors do not maintain any inactive Bank Accounts. The Bank Accounts are identified on Annex 2 annexed to the Interim Order and the Final Order.⁴

9. The U.S. Cash Management System is centralized around a master collection account (ending in 4942) (the “U.S. Master Concentration Account”) and a master operating account (ending in 0835) (the “U.S. Master Operating Account”), both of which are at Bank of America, N.A. (“BofA”) and maintained by Debtor The Men’s Wearhouse, Inc. (“TMW”). The Canadian Cash Management System is centralized around a master collection account (ending in 2817) (the “Canadian Master Concentration Account”), which is at Bank of Nova Scotia (“Scotiabank”) and maintained by Debtor Moores the Suit People Corp. (“MSP”). The Debtors maintain approximately 40 accounts at BofA. The remaining Bank Accounts are held at the

³ Certain of the Bank Accounts, including the U.S. Master Concentration Account, are subject to deposit account control agreements (“DACAs”) by and among the applicable Debtor holding the account and the corresponding Cash Management Bank (as defined herein) and as noted on Annex 2 annexed to the Interim Order and the Final Order.

⁴ Although, as of the Petition Date, the Cash Management Systems include 78 Bank Accounts, in the ordinary course, the Debtors may close existing accounts or open new accounts.

following banking institutions (together with BofA, collectively, the “Cash Management Banks”):⁵

- 2 Bank Accounts at Truist Financial Corporation (“BB&T”);
- 1 Bank Account at BBVA USA Bancshares, Inc. (“BBVA Compass”);
- 3 Bank Accounts at Fifth Third Bank, N.A. (“Fifth Third”);
- 5 Bank Accounts at JPMorgan Chase Bank, N.A. (“JPMorgan”);
- 2 Bank Accounts at KeyCorp (“Key Bank”);
- 1 Bank Account at M&T Bank;
- 2 Bank Accounts at The PNC Financial Services Group, Inc. (“PNC Bank”);
- 2 Bank Accounts at Regions Bank;
- 2 Bank Accounts at U.S. Bank;
- 2 Bank Accounts at Wells Fargo Bank, N.A. (“Wells Fargo”);
- 2 Bank Accounts at TD Ameritrade, Inc. (“TD Bank”);
- 1 Bank Account at Bank of Hawaii, Inc. (“Bank of Hawaii”);
- 1 Bank Account at HSBC Bank USA, N.A. (“HSBC”);
- 1 Bank Account at Bank of Montreal (“BMO”);
- 8 Bank Accounts at Scotiabank;
- 1 Bank Account at Canadian Imperial Bank of Commerce (“CIBC”);
- 1 Bank Account at Royal Bank of Canada (“RBC”); and
- 1 Bank Account at TD Canada Trust.

⁵ The Debtors’ non-Debtor foreign affiliates also maintain three non-Debtor accounts in Canada.

10. The following chart⁶ summarizes the roles of the Bank Accounts.⁷

Account	Account Description
U.S. Master Concentration Account (4942)	The U.S. Master Concentration Account is the Debtors' central deposit account in the U.S. used to aggregate all funds by the Debtors' various U.S. business segments. The U.S. Master Concentration Account is funded by the U.S.-based (i) Receipts Accounts, (ii) Store Depository Accounts, (iii) KNG Operating Account; and (iv) the Merchant Services Accounts. With the exception of the Charitable Accounts, the Standalone Accounts, the Restricted Accounts (ending in 9762 and 9722), and the Interest-Bearing Account, all non-BofA Bank Accounts in the U.S. Cash Management System are automatically swept to the U.S. Master Concentration Account at the end of each day and all BofA Bank Accounts in the U.S. Cash Management System are manually transferred to the U.S. Master Concentration Account on an as-needed basis.
Canadian Master Concentration Account (2817)	The Canadian Master Concentration Account is the Debtors' central deposit and disbursement account in Canada used to aggregate all funds by the Debtors' MSP and MRG business units. The Canadian Master Concentration Account is funded by (i) the Store Depository Accounts (ending in 2612, 0521, 7119, and 6253), and (ii) the Merchant Services Account ending in 8815. The Bank Accounts in the Canadian Cash Management System are not swept automatically to the Canadian Master Concentration Account and are instead swept manually on an as-needed basis. The Store Depository Accounts (ending in 2612, 0521, 7119, and 6253) are manually transferred to the Canadian Master Concentration Account weekly. The Canadian Master Concentration Account also functions as the primary operating account for the MSP and MRG business units to fund (i) certain of the Disbursement Accounts for the payment of accounts payable, payroll, payroll taxes, and employee reimbursements (accounts ending in 9912, 2418, 5914, and 6015), and (ii) MSP's corporate tax payments (accounts ending in 3655 and 5914 (for EFT corporate tax payments, only)). Any unused funds remaining in the above-mentioned Disbursement Accounts do not automatically sweep to the Canadian Master Concentration Account at the end of each day.

⁶ Capitalized terms used but not immediately defined in the chart shall have the meaning given to them elsewhere in this Motion.

⁷ The Debtors also maintain certain Standalone Accounts (ending in (3590), (1882), and (5907)). The accounts ending in 1882 and 5907 are maintained by Debtor JA Apparel Corp. The account ending in 1882 functions akin to an escrow account for a tenant in JA Apparel Corp.'s Massachusetts factory. The account ending in 5907 historically held balances relating to the Debtors' New York offices. Neither of these accounts require regular funding, and the Debtors do not expect to make any transfers to these accounts during these chapter 11 proceedings.

Account	Account Description
Merchant Services Accounts (1110), (1178), (9028), (6780), (1123), (8815)	The Debtors maintain separate Merchant Services Accounts for each of their business units and TMW's PLCC program (which is in the process of being wound down). The Merchant Services Accounts are funded by all credit card sales and returns from in-store and e-commerce transactions (as opposed to cash and checks, which fund the Store Depository Accounts), net of Chargebacks and processing and other related fees, as well as PayPal e-commerce transactions for the U.S. Merchant Services Accounts. The Merchant Services Accounts (ending in 1110, 1178, 9028, 6780, and 1123) are manually transferred to the U.S. Master Concentration Account on an as-needed basis. The Merchant Services Account (ending in 8815) is manually transferred to the Canadian Master Concentration Account on at least a weekly basis.
Store Depository Accounts See <u>Annex 2</u> .	Cash and check receipts from sales at the Debtors' brick and mortar stores are deposited into twenty-nine (29) Store Depository Accounts. Store managers typically deposit cash and checks directly into the respective Store Depository Account, as determined by the bank and/or branch assigned to their store location, once per day. The non-BofA U.S. Store Depository Accounts are automatically swept to the U.S. Master Concentration Account at the end of each day and the BofA U.S. Store Depository Accounts are manually transferred to the U.S. Master Concentration Account on an as-needed basis. The Canadian Store Depository Accounts (ending in 2612, 0521, 7119, and 6253) are manually transferred to the Canadian Master Concentration Account on at least a weekly basis.
Receipts Accounts (3600), (9031), (5961), (6241), (0414)	The Debtors maintain separate Receipts Accounts for their TMW, JBC, TBI, SSU, and MSP business units. The Receipts Accounts are funded by lockbox and accounts receivable payments and miscellaneous receipts and check deposits. The TMW Receipts Account (ending in 3600) and the JBC Receipts Account (ending in 9031) also collect TMW and JBC non-BofA store depository receipts, respectively, as the funds are swept to the U.S. Master Concentration Account. The MSP Receipts Account (ending in 0414) also collects certain MSP store depository receipts as the funds are swept to the Canadian Master Concentration Account. The U.S. Receipts Accounts are manually transferred to the U.S. Master Concentration Account on an as-needed basis. The MSP Receipts Account is manually transferred to the Canadian Master Concentration Account on at least a weekly basis.
KNG Operating Account (4984)	The KNG Operating Account functions, in part, as both an operating and receipts account. It (i) collects smart safe receipts from the KNG Store Depository Account (ending in 6978) and other miscellaneous deposits, and (ii) satisfies wire payments for KNG operations, U.S. customs payments, and county tax payments. The KNG Operating Account is manually transferred to the U.S. Master Concentration Account on an as-needed basis.

Account	Account Description
U.S. Master Operating Account (0835)	The U.S. Master Operating Account is the Debtors' primary operating account for their U.S. operations. The U.S. Master Operating Account is funded by the U.S. Master Concentration Account on an as-needed basis to fund (i) certain of the Disbursement Accounts for the payment of the Debtors' accounts payable, payroll, and payroll taxes across the Debtors' brands (accounts ending in 4463, 2871, 4447, 2905, and 4450); (ii) TMW's corporate tax payments; (iii) the Charitable Accounts (accounts ending in 2559, 7755, 4102, and 3689); and (iv) WPC's Operating Account (ending in 5381). Any funds remaining in the U.S. Master Operating Account are manually transferred to the U.S. Master Concentration Account on an as-needed basis.
Operating Accounts (9015), (0812), (5974), (5958), (1262), (5381)	The Debtors maintain separate Operating Accounts for their Renwick, JAA, JBC, TBI, SSU, and WPC business units. The Operating Accounts ending in 9015, 0812, 5974, and 5958 are funded on an as-needed basis by the U.S. Master Concentration Account for necessary disbursements, including: (i) sales and use tax, (ii) corporate tax, (iii) estimated tax, and (iv) other disbursements, such as wire and ACH payments. The Operating Account ending in 5381 is maintained by Debtor WPC and funded on an as-needed basis by the U.S. Master Operating Account (for the Debtors' U.S. operations) or the Canadian Disbursement Account (ending in 3655) (for the Debtors' Canadian operations) for necessary disbursements to WPC pursuant to the Sourcing Agreement. The account ending in 1262 is maintained by Debtor Renwick Technologies, Inc. and funded by the U.S. Master Concentration Account for information technology-related purchases. Any funds remaining in the Operating Accounts ending in 9015, 0812, 5974, 5958, and 1262 are manually transferred to the U.S. Master Concentration Account on an as-needed basis. Any funds remaining in the Operating Account ending in 5381 remain in that account and are not swept to the U.S. Master Concentration Account.
Multicurrency Operating Account (6010)	The Multicurrency Operating Account is maintained by Debtor TMW for foreign currency-dominated payments. This account is funded by the U.S. Master Concentration Account on an as-needed basis and is not swept to the U.S. Master Concentration Account, should any unused funds remain in the account.
KNG Sub-Concentration Account (3284)	The KNG Sub-Concentration Account is funded by the U.S. Master Concentration Account to satisfy (i) KNG corporate tax payments, (ii) KNG accounts payable, and (iii) payroll obligations relating to the KNG business unit (accounts ending in 5103, 3297, 5111, and 3307). Any funds remaining in the KNG Sub-Concentration Account are manually transferred to the U.S. Master Concentration Account on an as-needed basis.

Account	Account Description
Disbursement Accounts (4463), (2871), (4447), (2905), (4450), (5103), (3297), (5111), (3307), (9912), (2418), (5914), (6015), (3655)	Certain of the Disbursement Accounts (ending in 4463, 2871, 4447, 2905, and 4450) are funded by the U.S. Master Operating Account to satisfy certain of the Debtors' accounts payable, payroll, and payroll taxes. The Disbursement Accounts (ending in 5103, 3297, 5111, and 3307) are funded by the KNG Sub-Concentration Account (ending in 3284), as described above, to satisfy (i) KNG corporate tax payments, (ii) KNG accounts payable, and (iii) payroll obligations relating to the KNG business unit (accounts ending in 5103, 3297, 5111, and 3307). The Disbursement Accounts (ending in 4463, 2871, 4447, 2905, 4450, 5103, 3297, 5111, and 3307) are manually transferred to the U.S. Master Concentration Account on an as-needed basis, should any unused funds remain in the account. The remaining Disbursement Accounts (ending in 9912, 2418, 5914, 6015, and 3655) are funded by the Canadian Master Concentration Account to satisfy certain accounts payable, payroll, payroll taxes, corporate tax payments, employee reimbursements, and the repatriation of funds, as needed, to the U.S. on behalf of the Debtors' MSP business unit (accounts ending in 9912, 2418, 5914, and 6015). Any unused funds remaining in the MSP Disbursement Accounts do not automatically sweep to the Canadian Master Concentration Account at the end of each day.
Restricted Accounts⁸ (9722), (9762), (0751)	The Restricted Account ending in 9722 is a blocked account within the U.S. Cash Management System and was established in March 2020 in connection with the Debtors' sale of certain Joseph Abboud assets (the "<u>Joseph Abboud Sale</u>"). The net profit from the Joseph Abboud Sale was deposited into this account. The Restricted Account ending in 9722, which is within the U.S. Cash Management System, facilitates the Debtors' ability to use funds from the Joseph Abboud Sale to acquire property and equipment. The Restricted Account ending in 9762 is another blocked account within the U.S. Cash Management System and would fund the Debtors' standalone account (ending in 3590) to fund any U.S. Disbursement Accounts on an as-needed basis in the event of a default under the ABL Facility. The Restricted Accounts (ending in 9722 and 9762) are not swept to the U.S. Master Concentration Account. Prior to the Petition Date, the Restricted Account ending in 0751 was a blocked account within the Canadian Cash Management System. Pursuant to the Debtors' <u>Emergency Motion for Entry of Interim and Final Orders (I) Authorizing the Debtors to Obtain Postpetition Financing, (II) Authorizing the Debtors to Use Cash Collateral, (III) Authorizing the Debtors to Obtain Exit Financing, (IV) Granting Liens and Providing Superpriority Administrative Expense Status, (V) Granting Adequate Protection to the Prepetition Secured Parties, (VI) Modifying the Automatic Stay, (VII) Scheduling a Final Hearing, and (VIII) Granting Related Relief</u>, the Debtors are requesting access to the Restricted Account ending in 0751 and the cash collateral therein with the consent of the term loan lenders and part of the consensual use of cash collateral.

Account	Account Description
Interest Bearing Account⁹ (7313)	The Interest-Bearing Account holds funds advanced from the Debtors' ABL Facility and accrues interest thereon. The Interest-Bearing Account is currently unfunded. Funds are transferred between the U.S. Master Concentration Account and the Interest-Bearing Account on a discretionary basis. The Debtors do not make any investments from the Interest-Bearing Account.
Charitable Accounts (2559), (7755), (4102), (3689)	Certain of the Charitable Accounts are employee-administered and funded with discretionary contributions from the Debtors. The Debtors make contributions to the Charitable Accounts from the U.S. Master Operating Account on a discretionary basis. The accounts ending in 2559, 7755, and 4102 are maintained by Debtor TMW for the Willie Lopez Emergency Assistance Fund, which is a nonprofit organization administered and funded by the Debtors' employees to assist other employees in financial emergencies. The account ending in 3689 is maintained by Debtor TMW for the Tailored Brands Family Educational Foundation, which provides scholarships to certain Tailored Brands employees.
Foreign Tax Account (5802)	The Foreign Tax Account is maintained by Debtor TB UK Holding Limited and was established for tax-related purposes. Funds are transferred to the Foreign Tax Account on an as-needed basis from the U.S. Master Concentration Account.

11. As of the Petition Date, the Debtors have approximately \$100 million in cash on hand available and approximately \$65 million available under the Debtors' asset-based revolving credit facility (the "ABL Facility"), for which JPMorgan serves as the administrative agent (in such capacity, the "Prepetition ABL Agent").

⁸ As a condition to entry into the DIP ABL Credit Agreement, the extension of credit under the DIP ABL Facility, and authorization to use Cash Collateral, the Debtors are requesting access to the Restricted Accounts ending in 9762 and 9722 pursuant to certain milestones, as is set forth in greater detail in the Debtors' Emergency Motion for Entry of Interim and Final Orders (I) Authorizing the Debtors to Obtain Postpetition Financing, (II) Authorizing the Debtors to Use Cash Collateral, (III) Authorizing the Debtors to Obtain Exit Financing, (IV) Granting Liens and Providing Superpriority Administrative Expense Status, (V) Granting Adequate Protection to the Prepetition Secured Parties, (VI) Modifying the Automatic Stay, (VII) Scheduling a Final Hearing, and (VIII) Granting Related Relief.

⁹ Postpetition, the Debtors intend to use the Interest Bearing Account to fund adequate assurance payments for their utility providers pursuant to the Debtors' Emergency Motion Seeking Entry of an Order (I) Approving the Debtors' Proposed Adequate Assurance of Payment for Future Utility Services, (II) Prohibiting Utility Providers From Altering, Refusing, or Discontinuing Utility Services, (III) Establishing Procedures for Determining Adequate Assurance of Payment, (IV) Authorizing Certain Fee Payments for Services Performed, and (V) Requiring Utility Providers to Return Deposits for Utility Services No Longer in Use.

II. The Cash Management Systems.

12. The Debtors propose to continue using the Bank Accounts described above and hereinafter and listed on Annex 2 annexed to the Interim Order and Final Order after the Petition Date, subject to their right to close certain accounts and open new accounts in the ordinary course of business.

13. In the ordinary course of business, the Debtors collect funds from their operations through cash purchases, check purchases, credit card transactions, debit card transactions, gift cards, and PayPal. Cash and check collections from sales at each of the Debtors' brick-and-mortar locations are generally deposited daily at local branches of the Cash Management Banks (collectively, the "Store Depository Accounts"). In K&G Men's Company Inc. ("KNG") and certain TMW, Joseph A. Bank Clothiers, Inc. ("JBC"), and MSP retail locations, employees deposit cash daily into a smart safe located within the store. Such credit is electronically communicated to the applicable Cash Management Bank and deposited into the applicable Store Depository Account approximately every two weeks, depending on the store. The funds in each business unit's Store Depository Accounts are then transferred directly into the U.S. Master Concentration Account, the Canadian Master Concentration Account, or into an intermediary account.

14. In the ordinary course of business, the Debtors manually transfer funds on an as-needed basis from the U.S. Master Concentration Account or the Canadian Master Concentration Account to various accounts to fund the Debtors' disbursements. Such disbursements are funded either (a) directly, in the U.S. Cash Management System, by transferring funds to the business unit-specific Operating Accounts (ending in 1262, 0812, 9015, 5974, and 5958), (b) directly, in the Canadian Cash Management System, by transferring funds to the MSP and Moores Retail Group Corp. ("MRC") Disbursement Accounts (ending in 9912, 2418, 5914,

6015, and 3655) and WPC Operating Account (ending in 5381), or (c) through the U.S. Master Operating Account (ending in 0835) or the KNG Sub-Concentration Account (ending in 3284), which transfers funds to the TMW Disbursement Accounts and WPC Operating Account (ending in 5381) and KNG Disbursement Accounts, as applicable. The U.S. Master Operating Account funds (a) certain of the Disbursement Accounts for the payment of the Debtors' accounts payable, payroll, and payroll taxes across the Debtors' brands (accounts ending in 4463, 2871, 4447, 2905, and 4450); (b) TMW's corporate tax payments; (c) payments to WPC pursuant to the Sourcing Agreement; and (d) certain Charitable Accounts (ending in 2559, 7755, 4102, and 3689). The Operating Accounts pay for necessary disbursements for their respective business segments, including sales and use tax, corporate tax, estimated tax, and other disbursements, such as wire and ACH payments.

15. The Debtors' Cash Management Systems are similar to the centralized cash management systems used by other comparably sized companies to manage cash flow. The Debtors use their Cash Management Systems in the ordinary course to transfer and distribute funds and to facilitate cash monitoring, forecasting, and reporting. The Debtors' treasury department maintains daily oversight over the Cash Management Systems using a centralized structure for each of its U.S. and Canada operations and implements cash management controls for entering, processing, and releasing funds. Additionally, the Debtors' corporate accounting, treasury, and internal audit departments regularly reconcile the Debtors' books and records to ensure that all transfers are accounted for properly.

16. The Debtors' Cash Management Systems facilitate the timely and efficient collection, management, and disbursement of funds. The Debtors estimate that total disbursements will average approximately \$41 million per week during these chapter 11 cases. Because of the

nature of the Debtors' business and the disruption that would result if the Debtors were forced to close their existing Bank Accounts, it is critical that the existing Cash Management Systems remain in place.

III. Intercompany Transactions.

17. In the ordinary course of business, the Debtors engage in routine business relationships with each other and certain non-Debtor affiliates (the "Intercompany Transactions"), resulting in intercompany receivables and payables (the "Intercompany Balances"). Accordingly, at any given time there may be Intercompany Balances owing by one Debtor to another Debtor, by a non-Debtor affiliate to a Debtor, or by a Debtor to a non-Debtor affiliate. Such Intercompany Transactions are typically conducted pursuant to intercompany trade arrangements and joint use of certain shared service platforms, among others. Notwithstanding the Debtors' continuing provision of the Shared Services (as defined herein and described below), ***the Debtors will not provide funds to any non-Debtor entities during the course of these chapter 11 cases that fall outside the scope of these Intercompany Transactions.***

18. Debtor to Debtor Intercompany Transactions are the most common. For example, Debtor TMW regularly transfers funds from the U.S. Master Concentration Account to the U.S. Master Operating Account and to certain Operating Accounts necessary for other Debtor entities to undertake transactions necessary for their day-to-day operations, such as satisfying accounts payable, payroll, and other disbursements. By way of another example, Tailored Shared Services, LLC ("SSU") provides cash management services for the benefit of Tailored Brands, Inc. ("TBI"), in exchange for which TBI pays SSU (and vice versa) net balances owed each other in exchange for such services pursuant to reciprocal revolving promissory notes in the amount of \$1 billion plus monthly interest at the federal rate on unpaid average net balances at the close of each fiscal month. In addition, Debtor TMW Merchants LLC ("MWB") provides merchandising

services for the benefit of MSP in exchange for a fee equal to six percent of the cost of all direct goods negotiated by Debtor MWB on behalf of MSP (the “Merchandising Services Agreement”). Pursuant to the Merchandising Services Agreement, Debtor MWB provides, among other services, selection of third-party manufacturers and raw materials for manufacturer use, quality check controls, and all other support services deemed reasonably necessary related or ancillary to the preceding services. Separately, there is a license agreement between the MSP and certain other Debtors for the use of certain intellectual property rights (the “License Agreement”). In relation to that License Agreement, the Debtors are responsible for a certain guaranteed minimum royalty and applicable true-up. Other such Debtor to Debtor Intercompany Transactions include: (a) a tax sharing agreement, which establishes the method for allocating the consolidated federal income tax liability among each such Debtor entity; (b) a distribution agreement, which provides certain Debtors with merchandise transportation, receipt, sorting, and handling services in exchange for a markup of any Debtor entity’s pro rata share of services charged by a 1.08 multiple; (c) a gift certificate program agreement, which provides the Debtors with gift certificates for sale and use in exchange for a two percent service fee of the value of the gift certificates; (d) a purchasing agreement, which provides the Debtors’ stores with all necessary merchandise in exchange for a markup equal to ten percent of the cost of goods; and (e) a tuxedo rental and services agreement, which permits Debtor TMW to provide Debtor JBC with all tuxedos necessary for rentals in exchange for a fee equal to five percent of the gross rental charge. The Debtors expect that such Debtor entities will continue to receive the benefits of these historical Debtor to Debtor services and transactions as needed on a go-forward basis.

19. Significant Intercompany Balances regularly arise from the Debtors’ purchase of merchandise and other goods (the “Goods”) from Tailored Brands Worldwide Purchasing Co.

(“WPC”). WPC is a foreign Debtor subsidiary of Debtors TBI and TMW that serves as the Debtors’ provider of certain sourcing services under that certain sourcing agreement (the “Sourcing Agreement”). Pursuant to the Sourcing Agreement, WPC is responsible for (a) developing and expanding a reliable network of third-party suppliers, (b) negotiating and contracting with suppliers, (c) maintaining on-the-ground relationships with local suppliers and monitoring their manufacturing activities, (d) ensuring that the product quality standards are met, (e) arranging for the transportation of Goods to the Debtors, and (f) purchasing the finished Goods from the suppliers and selling the finished Goods to the Debtors. Each of the Debtors’ business units place orders to and through WPC, which in turn places orders to, and pays, third-party vendors on behalf of the Debtors. To facilitate such purchases, the Debtors transfer funds on an as-needed basis from the U.S. Master Operating Account or, on behalf of MSP, from the Canadian Disbursement Account (ending in 3655), to WPC’s operating account. The Debtors receive the Goods from WPC in exchange for payment of the cost of such Goods (which includes the product cost, duty, freight, insurance, fees paid to agents that source and procure the Goods, and other taxes, among others fees and expenses) plus an applicable markup. The applicable markup (as calculated pursuant to a third party transfer pricing analysis) amounts to eight percent of the total freight on board costs of the products sold by WPC to the Debtors. In connection with the Sourcing Agreement, TMW and MSP also entered into separate revolving promissory notes with WPC (the “Revolving Promissory Notes”), whereby TMW and MSP separately agreed to advance WPC up to \$350 million at such times and in the amounts requested by WPC before the maturity date. The balances advanced to WPC by TMW and MSP under the Revolving Promissory Notes are settled via WPC’s transfers of inventory on a quarterly basis. As of the Petition Date, there are no amounts due and owing by either TMW or MSP to WPC under the Revolving Promissory Notes.

Given the Debtors' intention to pursue their operations in the normal course of business during these chapter 11 cases, the Debtors intend to continue paying WPC under and pursuant to the Sourcing Agreement and settling applicable Intercompany Balances under the Revolving Promissory Notes on a go-forward basis.

20. In addition to continuing to provide the above-described Intercompany Transactions, the Debtors also intend to continue to provide Debtor entities and non-Debtor affiliates with continued access to certain shared, administrative, and management services (collectively, the "Shared Services") consistent with past practice and in the ordinary course of business. Specifically, Debtor SSU provides certain Shared Services for the benefit of the majority of the foreign Debtor and non-Debtor affiliates in exchange for a fee. These Shared Services include: (a) administrative, management, and support services necessary for proper operations, including, but not limited to: (i) internal accounting, tax, and auditing services; (ii) financial planning and preparation of annual business and strategic plans and budgets; (iii) management support; (iv) payroll services; (v) human resources services; (vi) legal support; (vii) real estate planning and support services; (viii) risk management services; (ix) the design and implementation of local and national public relations; and (x) maintenance and repair services for facilities or equipment; (b) all necessary or appropriate information systems services, including use of SSU's personnel, facilities, and systems and the lease or purchase of equipment; and (c) use of applicable facilities, equipment, and personnel for other services, whether or not such agreement is in writing. In exchange for such Shared Services, SSU charges the applicable entity for the costs that it anticipates will be incurred in connection with the Shared Services plus a five percent markup for certain costs that are not eligible to be charged at cost. SSU's markup is calculated at arm's-length, is comparable to the fee that would be charged by a third-party provider, and is based on an

independent transfer pricing analysis. The estimated costs charged to each entity are allocated in proportion to the benefit received by the service recipient and the time spent and actual costs incurred in providing the Shared Services. SSU charges non-Debtor affiliates quarterly and at each year-end for the difference between the actual costs incurred to the initially anticipated costs (*i.e.*, a “true-up”) in the provision of the Shared Services. Intercompany Balances in connection with the Shared Services are not settled but, instead, interest is accrued at the applicable federal rate.¹⁰

21. The Debtors intend to continue to provide the above-described services on a go-forward basis. Access to these services consistent with historical practice will allow the Debtors’ operations to continue in the ordinary course during the Debtors’ reorganization, thereby protecting the Debtors’ overall brand integrity and ultimately serving as a benefit to all of the Debtors’ stakeholders.

22. Conversely, any interruption of the Intercompany Transactions would severely disrupt the Debtors’ operations and result in great harm to the Debtors’ estates and their stakeholders. Further, notwithstanding the Debtors’ continuing provision of the Shared Services described above, ***the Debtors will not provide funds to any non-Debtor entities during the course of these chapter 11 cases that fall outside the scope of these Intercompany Transactions.*** Accordingly, the Debtors seek the authority to continue the Intercompany Transactions in the ordinary course of business, in a manner consistent with prepetition practice.

¹⁰ Likewise, TMW entered into an agreement with MSP for the provision of comparable administrative, management, and support services in exchange for a fee determined at arm’s length based on the estimated time spent for each service and the benefit received.

IV. Compliance with U.S. Trustee Guidelines.

23. Section 345 of the Bankruptcy Code governs a debtor's cash deposits during a chapter 11 case and authorizes deposits of money as "will yield the maximum reasonable net return on such money, taking into account the safety of such deposit or investment." For deposits or investments that are not "insured or guaranteed by the United States or by a department, agency, or instrumentality of the United States or backed by the full faith and credit of the United States," section 345(b) of the Bankruptcy Code requires the estate to obtain, from the entity with which the money is deposited, a bond in favor of the United States and secured by the undertaking of an adequate corporate surety, or "the deposit of securities of the kind specified in section 9303 of title 31," unless the Court "for cause" orders otherwise. 11 U.S.C. § 345(a)-(b).¹¹

24. 66 of the Bank Accounts comply with the requirements of section 345(b) of the Bankruptcy Code. All but 22 of the Debtors' 78 Bank Accounts are maintained at banks that have executed a Uniform Depository Agreement ("UDA") with, and are designated as authorized depositories by, the United States Trustee for the Southern District of Texas (the "U.S. Trustee"), pursuant to the *Operating Guidelines and Reporting Requirements for Debtors in Possession and Trustees* (the "U.S. Trustee Operating Guidelines"). 66 of the Bank Accounts are located in the United States and are insured by the Federal Deposit Insurance Corporation ("FDIC"). Ten of the Bank Accounts located in the United States are not maintained with an authorized depository, but hold a daily balance that does not exceed the applicable FDIC-insured amount. The remaining twelve accounts are located in Canada at five different banks, all of which are highly-rated, global

¹¹ Strict compliance with the requirement of section 345(b) of the Bankruptcy Code would, in a case such as this, be inconsistent with section 345(a), which permits a debtor in possession to make such investments of money of the estate "as will yield the maximum reasonable net return on such money." Thus, in 1994, to avoid "needlessly handcuff[ing] larger, more sophisticated debtors," Congress amended 345(b) of the Bankruptcy Code to provide that its strict investment requirements may be waived or modified if the Court so orders "for cause." 140 Cong. Rec. H. 10,767 (Oct. 4, 1994), 1994 WL 54773.

financial institutions that are widely recognized as well-capitalized and financially stable. In fact, all twelve accounts are held in Canada and are insured by the Canada Deposit Insurance Corporation (“CDIC”). These Bank Accounts are held in a jurisdiction where the Debtors must maintain Bank Accounts for regulatory and/or operational reasons. The Debtors believe that these financial institutions are well positioned to perform the depository and cash management functions during the chapter 11 cases and, accordingly, respectfully submit that cause exists to allow the Debtors to continue utilizing the existing Bank Accounts consistent with historical practices. Given the global scope of the Debtors’ operations and cash management requirements, it is not feasible to consolidate all cash activities to the narrow group of financial institutions approved in the U.S. Trustee Operating Guidelines.

25. Of those 22 accounts, fourteen are Store Depository Accounts that are swept at least weekly to either the U.S. Master Concentration Account or the Canadian Master Concentration Account, as applicable. The banks at which the Store Depository Accounts are maintained are typically the closest or most convenient bank to the applicable stores, and if the Debtors are not permitted to maintain these store level accounts, the stores that make daily deposits into such accounts will likely have to submit their required deposits by other means, creating additional operational and administrative burdens and expenses to the detriment of the Debtors’ business and their estate, to the extent that any alternative means are even available. The remaining eight accounts include a Merchant Services Account, a Receipts Account, the Canadian Master Concentration Account, and five Disbursement Accounts, which, when combined with the four Store Depository Accounts mentioned directly above, comprise the vast majority of the Canadian Cash Management System. The operational and administrative burdens and expenses of moving

all accounts comprising the Canadian Cash Management System would be to the detriment of the Debtors' business and their estate.

26. To the extent that the Bank Accounts do not strictly comply with section 345 of the Bankruptcy Code or any other requirements of the U.S. Trustee, the Debtors request that the Court waive any such noncompliance. Cause exists for a waiver because, among other things, (a) the banks in which the Bank Accounts are held are highly rated and are federally chartered banks subject to supervision by federal banking regulators in the United States, (b) the Debtors retain the right to remove funds held at the Banks and establish new bank accounts as needed, (c) the cost associated with satisfying the requirements of section 345 is burdensome, and (d) the process of satisfying those requirements would lead to needless inefficiencies in the management of the Debtors' business.

27. Moreover, the U.S. Bank Accounts that are deposit accounts are already required to be bond-insured by the FDIC. Requiring the Debtors to comply with section 345 of the Bankruptcy Code with respect to such Bank Accounts would amount to requiring the Banks to post a second bond to secure the Debtors' deposits. Further, because (a) 56 Bank Accounts have been designated as authorized depositories by the U.S. Trustee, (b) the 22 Bank Accounts not maintained with an authorized depository are FDIC insured or CDIC insured, (c) the Debtors never hold a balance in excess of the amount insured by the FDIC in such U.S. Bank Accounts; and (d) the Canadian Bank Accounts are maintained at highly-rated, global financial institutions that do not comply with the U.S. Trustee Operating Guidelines due to location, not financial soundness or stability. Requiring the Debtors to close the 22 Bank Accounts not maintained with an authorized depository and reopen them at a designated authorized depository would place an unnecessary

administrative burden on the Debtors, and there is no meaningful risk to the cash that passes through each. Cause exists to continue to allow the Debtors to utilize their existing Bank Accounts.

V. Bank and Processor Fees.

28. **Bank Fees.** In the ordinary course of business, the Debtors incur periodic service charges, credit card, check, and other fees in connection with maintaining and operating the Cash Management Systems (collectively, the “Bank Fees”). The Debtors incur approximately \$300,000 per month on account of the Bank Fees in the aggregate. As of the Petition Date, the Debtors estimate that they do not owe any prepetition unpaid Bank Fees, the entirety of which is expected to become due and payable within 21 days of the Petition Date. The Debtors seek authority to continue paying the Bank Fees, including the prepetition Bank Fees, in the ordinary course on a postpetition basis, consistent with historical practice.

29. **Processor Fees.** The Debtors incur daily processor fees (the “Processor Fees”) in connection with their agreement with SunTrust Merchant Services (“SunTrust”) for merchant services in the U.S. and their agreement with Chase Paymentech Solutions (together, with Suntrust, the “Payment Processing Providers”) for merchant services in Canada. Processor Fees are netted out of funds deposited to the Debtors’ Merchant Services Accounts. On March 30, 2020, the Debtors received a notice from SunTrust regarding a required reserve in the amount of \$2.2 million to cover Chargebacks, which was to be funded by withholding 50 percent of all TMW e-commerce credit card proceeds up to the agreed-upon amount generated between April 3, 2020 and April 30, 2020. The required reserve remained unmet as of April 30, 2020; thus, SunTrust continued withholdings beyond the initial April 30, 2020 deadline. On June 2, 2020, the Debtors received written confirmation from SunTrust that the reserve had been met; however, on July 10, 2020, the Debtors received an additional letter from SunTrust regarding increasing the reserve to \$4.2 million due to contingent liability concerns. Thus, SunTrust imposed an additional

reserve beginning on July 15, 2020, which is to be funded by withholding 50 percent of all of the TMW and JAB e-commerce credit card proceeds up to the agreed-amount amount until the reserve is fully funded. As of the Petition Date, the Debtors estimate that they do not owe any prepetition amounts on account of unpaid Processor Fees. The Debtors seek authority to continue paying the Processor Fees, including the prepetition Processor Fees, in the ordinary course on a postpetition basis, consistent with historical practices.

VI. Business Forms.

30. The Debtors utilize certain, limited preprinted correspondence and business forms, such as letterhead, checks, purchase orders, and invoices (the “Business Forms”), in the ordinary course of their businesses. The Debtors also maintain books and records to document, among other things, their profits and expenses (the “Books and Records”). To minimize unnecessary additional expenses to their estates, the Debtors request that the Court authorize their continued use of their Business Forms to the limited extent they are preprinted, all as such forms were in existence immediately before the Petition Date, without reference to the Debtors’ status as debtors in possession, rather than requiring the Debtors to incur the unnecessary expense, nuisance, and delay of ordering entirely new forms as required under the U.S. Trustee Operating Guidelines.

Basis for Relief

I. Maintaining the Existing Cash Management Systems Is Essential to Maximizing the Value of the Debtors’ Estates.

31. The U.S. Trustee Guidelines require debtors in possession to, among other things: (a) close all existing bank accounts and open new debtor in possession bank accounts; (b) establish one debtor in possession account for all estate monies required for payment of taxes including payroll taxes; (c) physically set aside all monies required by law to be withheld from employees or collected from others for taxes; (d) open a new set of Books and Records as of the

commencement date of the case; (e) use new business forms indicating the debtor in possession status of the chapter 11 debtor, including checks that bear the designation “debtor in possession” and reference the bankruptcy case number and type of account on such checks; and (f) make all disbursements of estate funds by check with a notation representing the reason for the disbursement. *See Region 7 Guidelines for Debtors-in-Possession.* These requirements are designed to provide a clear line of demarcation between prepetition and postpetition claims and payments and help protect against the inadvertent payment of prepetition claims by preventing banks from honoring checks drawn before the Petition Date.

32. Considering, however, the complex Cash Management Systems that the Debtors have in place for the transfer and distribution of funds, which ties into the Debtors’ existing corporate accounting and cash forecasting reporting, enforcement of this provision of the U.S. Trustee Operating Guidelines during these chapter 11 cases would disrupt the Debtors’ ability to efficiently administer these chapter 11 cases. Accordingly, the Debtors request that the Court allow them to operate each of the Bank Accounts listed on Annex 2 annexed to the Interim Order and Final Order attached hereto as they were maintained in the ordinary course before the Petition Date.

33. Continuation of the Cash Management Systems is permitted pursuant to section 363 of the Bankruptcy Code, which authorizes the debtor in possession to “use property of the estate in the ordinary course without notice or a hearing.” 11 U.S.C. § 363(c)(1). Bankruptcy courts routinely treat requests for authority to continue utilizing existing cash management systems as a relatively “simple matter.” *In re Baldwin-United Corp.*, 79 B.R. 321, 327 (Bankr. S.D. Ohio 1987). Bankruptcy courts have observed that an integrated cash management system “allows efficient utilization of cash resources and recognizes the impracticalities of maintaining separate

cash accounts for the many different purposes that require cash.” *In re Columbia Gas Sys. Inc.*, 136 B.R. 930, 934 (Bankr. D. Del. 1992), *aff’d in part and rev’d in part*, 997 F.2d 1039 (3d Cir. 1993). As a result, courts have concluded that the requirement to maintain all accounts separately “would be a huge administrative burden and economically inefficient.” *Columbia Gas*, 997 F.2d at 1061; *see also In re Southmark Corp.*, 49 F.3d 1111, 1114 (5th Cir. 1995) (noting that maintaining an existing cash management system allows debtor “to administer more efficiently and effectively its financial operations and assets”).

34. Here, requiring the Debtors to adopt new, segmented cash management systems during these chapter 11 cases would be expensive, burdensome, and unnecessarily disruptive to the Debtors’ operations. Importantly, the Cash Management Systems provide the Debtors with the ability to, among other things, quickly assess the location and amount of funds, which, in turn, allows management to track and control such funds, ensure cash availability throughout the Debtors’ corporate structure, and reduce administrative costs through a centralized method of coordinating the collection and movement of funds.¹² In light of the size and complexity of the Debtors’ operations, any disruption of the Cash Management Systems could have a severe adverse effect on the Debtors’ restructuring efforts, the cost of which would ultimately be borne by the Debtors’ creditors and other stakeholders. By contrast, maintaining the current Cash Management Systems will facilitate the Debtors’ smooth transition into chapter 11 by, among other things, minimizing delays in paying postpetition debts and eliminating administrative inefficiencies. Finally, maintaining the current Cash Management Systems will allow the Debtors’ treasury and

¹² Notwithstanding the Debtors’ use of consolidated cash management systems, the Debtors intend to calculate quarterly fees under 28 U.S.C. § 1930(a)(6) based on the disbursements of each Debtor, regardless of which entity pays those disbursements.

accounting employees to focus on their daily responsibilities as opposed to the non-accretive task of reconstructing the Cash Management Systems.

II. Maintaining the Existing Cash Management Systems Will Not Harm Parties in Interest.

35. The Debtors' continued use of their Cash Management Systems will facilitate the Debtors' transition into chapter 11 by, among other things, avoiding administrative inefficiencies, expenses, and distraction associated with disrupting this system and minimizing delays in the payment of postpetition obligations. The Debtors respectfully submit that parties in interest will not be harmed by the Debtors' maintenance of their existing Cash Management Systems, including maintenance of the Bank Accounts, because the Debtors have implemented appropriate mechanisms to ensure that unauthorized payments will not be made on account of obligations incurred before the Petition Date.

36. Specifically, with the assistance of their advisors, the Debtors have implemented internal control procedures that prohibit payments on account of prepetition debts without the prior approval of the Debtors' treasury department. In light of such protective measures, maintaining the Cash Management Systems is in the best interests of the Debtors' estates and creditors.

III. Authorizing the Banks to Continue to Maintain, Service, and Administer the Bank Accounts in the Ordinary Course Is Warranted.

37. The Debtors request that the Court authorize the banks to continue to maintain, service, and administer the Bank Accounts as accounts of the Debtors as debtors in possession, without interruption and in the ordinary course. In this regard, the banks should be authorized to receive, process, honor, and pay any and all checks, ACH transfers, and other instructions and drafts payable through, drawn, or directed on such Bank Accounts after the Petition Date by holders, makers, or other parties entitled to issue instructions with respect thereto; *provided* that any check, draft, or other notification that the Debtors advise the banks to have been drawn, issued,

or otherwise presented before the Petition Date may be honored by the banks only to the extent authorized by order of the Court.

38. The Debtors further request that the Court authorize the banks to accept and honor all representations from the Debtors as to which checks, drafts, wires, or ACH transfers should be honored or dishonored consistent with any order of the Court and governing law, whether such checks, drafts, wires, or ACH transfers are dated before or after the Petition Date. The Debtors also request that, to the extent a bank honors a prepetition check or other item drawn on any account either (a) at the direction of the Debtors, (b) in a good-faith belief that the Court has authorized such prepetition check or item to be honored, or (c) as a result of an innocent mistake made despite implementation of customary item handling procedures, such bank will not be deemed to be liable to the Debtors, their estates, or any other party on account of such prepetition check or other item honored postpetition. Such relief is reasonable and appropriate because the banks are not in a position to independently verify or audit whether a particular item may be paid in accordance with a Court order or otherwise.

39. Moreover, the Debtors request that the Court authorize the Debtors to pay any prepetition Bank Fees and Processor Fees on account of prepetition transactions that are charged postpetition, and authorize the banks to: (a) continue to charge the Debtors the Bank Fees and the Processor Fees; and (b) charge-back returned items to the Bank Accounts, whether such items are dated before, on, or subsequent to the Petition Date, in the ordinary course.

IV. Waiver of the Requirements of Section 345(b) of the Bankruptcy Code Is Warranted.

40. As discussed above, section 345(a) of the Bankruptcy Code authorizes deposits of money as “will yield the maximum reasonable net return on such money, taking into account the safety of such deposit or investment.” For deposits or investments that are not “insured or guaranteed by the United States or by a department, agency, or instrumentality of the United States

or backed by the full faith and credit of the United States,” section 345 of the Bankruptcy Code requires debtors to obtain, from the entity with which the money is deposited, a bond in favor of the United States and secured by the undertaking of an adequate corporate surety, or “the deposit of securities of the kind specified in section 9303 of title 31,” unless the court “for cause” orders otherwise. 11 U.S.C. § 345(a)–(b).

41. Courts may waive compliance with section 345 of the Bankruptcy Code and the U.S. Trustee Guidelines for “cause.” In evaluating whether “cause” exists, courts have considered a number of factors such as:

- i. the sophistication of the debtor’s business;
- ii. the size of the debtor’s business operations;
- iii. the amount of the investments involved;
- iv. the bank ratings (Moody’s and Standard & Poor) of the financial institutions where the debtor in possession funds are held;
- v. the complexity of the case;
- vi. the safeguards in place within the debtor’s own business for ensuring the safety of the funds;
- vii. the debtor’s ability to reorganize in the face of a failure of one or more of the financial institutions;
- viii. the benefit to the debtor;
- ix. the harm, if any, to the debtor;
- x. the harm, if any, to the estate; and
- xi. the reasonableness of the debtor’s request for relief from section 345(b) requirements in light of the overall circumstances of the case.

See In re Serv. Merch. Co., Inc., 240 B.R. at 896.

42. Because the Bank Accounts are vital to the Cash Management Systems, requiring the Debtors to transfer funds to other banks would be unduly burdensome to the Debtors' operations, which span multiple jurisdictions and currencies, and could potentially cause severe tax consequences to the detriment of the Debtors' estates. The vast majority of the Bank Accounts are maintained at well-capitalized, highly-rated banks, hold cash under the FDIC or similar CDIC limits, and/or are otherwise necessary for the Debtors to transact in certain jurisdictions. Therefore, cause exists to waive the U.S. Trustee Guidelines and section 345(b) of the Bankruptcy Code and allow the Debtors to continue to maintain the Bank Accounts in the ordinary course of business.

43. Accordingly, the Debtors request a waiver of the deposit requirements of section 345 of the Bankruptcy Code to permit the Debtors to continue to use their existing Bank Accounts in the ordinary course of business.

V. The Court Should Authorize the Debtors to Continue Using Their Existing Business Forms.

44. To avoid disruption of the Cash Management Systems and unnecessary expense, the Debtors request that they be authorized to continue to use their Business Forms, substantially in the form existing immediately before the Petition Date, without reference to their status as debtors in possession. Given the limited nature of the preprinted Business Forms, parties in interest will not be prejudiced if the Debtors are authorized to continue to use their Business Forms substantially in the forms existing immediately before the Petition Date. Parties doing business with the Debtors undoubtedly will be aware of their status as debtors in possession and, thus, changing forms such as letterhead would be an unnecessary additional expense and unduly burdensome.

VI. The Court Should Authorize the Debtors to Continue Conducting Intercompany Transactions in the Ordinary Course and Grant Administrative Expense Status to Postpetition Intercompany Balances Between Debtors.

45. The Debtors' funds move through the Cash Management Systems as described above. At any given time, there may be Intercompany Balances owing by one Debtor to another Debtor or by a non-Debtor affiliate to a Debtor or by a Debtor to a non-Debtor affiliate. Intercompany Transactions are made between and among Debtor and non-Debtor affiliates in the ordinary course as part of the Cash Management Systems.¹³ The Debtors track all fund transfers in their accounting system and can ascertain, trace, and account for all Intercompany Transactions previously described. The Debtors, moreover, will continue to maintain records of such Intercompany Transactions. If the Intercompany Transactions were to be discontinued, the Cash Management Systems and related administrative controls and business operations could be disrupted to the Debtors' and their estates' detriment. Because these transactions represent extensions of intercompany credit made in the ordinary course of business that are an essential component of the Cash Management Systems, the Debtors respectfully request the authority to continue conducting the Intercompany Transactions in the ordinary course of business without need for further Court order.

46. To ensure each individual Debtor will not, at the expense of its creditors, fund the operations of another entity, the Debtors respectfully request, pursuant to section 503(b)(1) of the Bankruptcy Code, that all postpetition payments between or among a Debtor and another Debtor

¹³ Because the Debtors engage in Intercompany Transactions on a regular basis and such transactions are common among enterprises like that of the Debtors, the Debtors submit that the Intercompany Transactions are ordinary course transactions within the meaning of section 363(c)(1) of the Bankruptcy Code and, thus, do not require this Court's approval. Nonetheless, out of an abundance of caution, the Debtors are seeking express authority to engage in such transactions on a postpetition basis. Moreover, the continued performance of the ordinary course Intercompany Transactions is integral to ensure the Debtors' ability to operate their businesses as debtors in possession.

on account of an Intercompany Transaction be accorded administrative expense status.¹⁴ This relief will ensure that each entity receiving payments from a Debtor will continue to bear ultimate repayment responsibility for such ordinary course transactions, thereby reducing the risk that these transactions would jeopardize the recoveries available to each Debtor's respective creditors.

Emergency Consideration

47. The Debtors request emergency consideration of this Motion pursuant to Bankruptcy Rule 6003, which empowers a court to grant relief within the first 21 days after the commencement of a chapter 11 case "to the extent that relief is necessary to avoid immediate and irreparable harm." An immediate and orderly transition into chapter 11 is critical to the viability of their operations and that any delay in granting the relief requested could hinder the Debtors' operations and cause irreparable harm. Failure to receive the requested relief during the first 21 days of these chapter 11 cases would severely disrupt the Debtors' operations at this critical juncture and imperil the Debtors' restructuring. The Debtors have satisfied the "immediate and irreparable harm" standard of Bankruptcy Rule 6003 and request that the Court approve the relief requested in this Motion on an emergency basis.

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

48. 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).

¹⁴ Notwithstanding the administrative expense status requested for the Intercompany Transactions, all Debtors reserve their rights to dispute any Intercompany Transaction (or payment made on account of an Intercompany Transaction) on any ground, including the methodology for calculation of such transaction or payment, and to claw back or avoid such transactions and/or payments.

Reservation of Rights

49. 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

50. 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 Cash Management Banks; (m) the Payment Processing Providers; and (n) any party that has requested notice pursuant to Bankruptcy Rule 2002. The Debtors submit that, 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 Interim Order and Final Order, granting the relief requested in this Motion and granting such other and further relief as is appropriate under the circumstances.

Houston, Texas
August 3, 2020

/s/ Victoria Argeroplos

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and Debtors in Possession*

Certificate of Accuracy

I certify that the foregoing statements are true and accurate to the best of my knowledge.
This statement is being made pursuant to Local Rule 9013-1(i).

/s/ Victoria Argeroplos
Victoria Argeroplos

Certificate of Service

I certify that on August 3, 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/ Victoria Argeroplos
Victoria Argeroplos

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

In re:	)	
	)	Chapter 11
	)	
TAILORED BRANDS, INC., <i>et al.</i> , ¹	)	Case No. 20-33900 (MI)
	)	
Debtors.	)	(Joint Administration Requested)
	)	
	)	Re: Docket No. _____

**INTERIM ORDER
AUTHORIZING THE DEBTORS TO
(I) CONTINUE TO OPERATE THEIR
CASH MANAGEMENT SYSTEMS, (II) HONOR
CERTAIN PREPETITION OBLIGATIONS RELATED
THERE TO, (III) MAINTAIN EXISTING BUSINESS FORMS,
AND (IV) CONTINUE TO PERFORM INTERCOMPANY TRANSACTIONS**

Upon the motion (the “Motion”)² of the above-captioned debtors and debtors in possession (collectively, the “Debtors”) for entry of an interim order (this “Interim Order”) (a) authorizing the Debtors to (i) continue to operate their Cash Management Systems, (ii) honor certain prepetition obligations related thereto, (iii) maintain existing Business Forms in the ordinary course of business, and (iv) continue to perform Intercompany Transactions consistent with historical practice, (b) granting related relief, and (c) scheduling a final hearing, 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 venue of this proceeding and the 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 Capitalized terms used but not otherwise defined herein have the meanings ascribed to them in 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 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 final hearing (the "Final Hearing") on the Motion shall be held on _____, 2020, at ____:____.m., prevailing Central Time. Any objections or responses to entry of a final order on the Motion shall be filed on or before 4:00 p.m., prevailing Central Time, on _____, 2020, and shall be served on: (a) the Debtors, 6100 Stevenson Boulevard, Fremont, California 94538, Attn: Sandy A. Rhodes; (b) proposed co-counsel to the Debtors, (i) Kirkland & Ellis LLP, 601 Lexington Avenue, New York, New York 10022, Attn: Joshua A. Sussberg, Christopher Marcus, and Aparna Yenamandra, (ii) Kirkland & Ellis LLP, 300 North LaSalle Street, Chicago, Illinois 60654, Attn: James H.M. Sprayregen, and (iii) Jackson Walker L.L.P., 1401 McKinney Street, Suite 1900, Houston, Texas 77010, Attn: Matthew D. Cavanaugh; (c) the U.S. Trustee for the Southern District of Texas, 515 Rusk Street, Suite 3516, Houston, Texas 77002, Attn: Hector Duran and Stephen Statham; (d) counsel to the Prepetition ABL Agent and the DIP Agent, (i) Morgan Lewis & Bockius LLP, One Federal Street, Boston, Massachusetts 02110, Attn: Matthew F. Furlong, Julia Frost-Davies, and Christopher L. Carter, and (ii) Winstead PC,

600 Travis Street, Suite 5200, Houston, Texas 77002, Attn: Sean Davis. In the event no objections to entry of the Final Order on the Motion are timely received, this Court may enter such Final Order without need for the Final Hearing.

2. Except as otherwise set forth herein, the Debtors are authorized, but not directed, on an interim basis, to: (a) continue operating the Cash Management Systems in the ordinary course of business, substantially as identified on **Annex 1** attached hereto and as described in the Motion, and in accordance with the Bank Account Agreements (as defined below); (b) honor their prepetition obligations related thereto; (c) maintain existing Business Forms; and (d) continue to perform Intercompany Transactions consistent with historical practice.

3. The Debtors are further authorized, but not directed to, on an interim basis, and subject to any interim or final DIP Order (as defined below): (a) continue to use, with the same account numbers, the Bank Accounts in existence as of the Petition Date, identified on **Annex 2** attached hereto; (b) maintain and use, in their present form, all preprinted correspondence and Business Forms (including letterhead) without reference to the Debtors' status as debtors in possession, and maintain and continue using, in their present form, the Books and Records; *provided* that once the Debtors' existing check stock has been exhausted, the Debtors shall include, or direct others to include, the designation "Debtor-in-Possession" and the corresponding bankruptcy case number on all checks as soon as it is reasonably practicable to do so; *provided further* that with respect to any Business Forms that exist or are generated electronically, the Debtors shall ensure that such electronic Business Forms are clearly labeled "Debtor-in-Possession" within 10 business days; (c) continue operating the Cash Management Systems in the ordinary course of business, substantially as identified on **Annex 1** attached hereto and as described in the Motion; (d) honor their prepetition obligations related thereto; (e) treat the

Bank Accounts for all purposes as accounts of the Debtors as debtors in possession; (f) deposit funds in and withdraw funds from the Bank Accounts by all usual means, including checks, wire transfers, and other debits; (g) pay the Bank Fees and Processor Fees (including any prepetition amounts); and (h) pay any ordinary course Bank Fees or Processor Fees incurred in connection with the Bank Accounts, irrespective of whether such fees arose prior to the Petition Date, and to otherwise perform their obligations under the documents governing the Bank Accounts (the “Bank Account Agreements”). Any postpetition fees, costs, charges, and expenses, including Bank Fees, Process Fees, or charge-backs payable to the banks that are not so paid shall be entitled to priority as administrative expenses pursuant to section 503(b)(1) of the Bankruptcy Code.

4. To the extent any of the Debtors’ Bank Accounts are not in compliance with section 345(b) of the Bankruptcy Code or any of the U.S. Trustee’s requirements or guidelines, the Debtors are hereby granted an extension of time to comply with the requirements of 11 U.S.C. § 345(b) for a period of forty-five (45) days from the Petition Date, without prejudice to the Debtors’ rights to seek a further extension; provided that nothing herein shall prevent the Debtors or the U.S. Trustee from seeking further relief from the Court to the extent that an agreement cannot be reached. The Debtors may obtain a further extension of the 45-day time period referenced above by entering into a written stipulation with the U.S. Trustee and filing such stipulation on the Court’s docket without the need for further Court order.

5. The Cash Management Banks are authorized to continue to maintain, service, and administer the Bank Accounts as accounts of the Debtors as debtors in possession, without interruption and in the ordinary course, and to receive, process, honor, and pay, to the extent of available funds, any and all checks, drafts, wires, credit card payments, and ACH transfers issued and drawn on the Bank Accounts after the Petition Date by the holders or makers thereof, as the

case may be; *provided* that (a) those certain existing deposit agreements between the Debtors and the Cash Management Banks shall continue to govern the postpetition cash management relationship between the Debtors and the respective Cash Management Bank, and all of the provisions of such agreements, including the termination and fee provisions and any provisions relating to offset or charge-back rights with respect to returned items, shall remain in full force and effect, and (b) the Debtors and the Cash Management Banks may, without further order of this Court, agree to and implement changes to the Cash Management System and procedures related thereto in the ordinary course of business pursuant to terms of those certain existing deposit agreements, including the closing of Bank Accounts or the opening of new bank accounts.

6. The relief granted in this Interim Order is extended to any new bank account opened by the Debtors after the date hereof, which account shall be deemed a Bank Account, and to the bank at which such account is opened, which bank shall be deemed a Cash Management Bank. As required herein, to the extent the Debtors intend to open a new bank account, they shall provide reasonable prior written notice to the U.S. Trustee and any statutory committee appointed in these chapter 11 cases.

7. All banks, including the Cash Management Banks, maintaining any of the Bank Accounts and provided with notice of this Interim Order shall not honor or pay any bank payments drawn on the listed Bank Accounts, or otherwise issued before the Petition Date, unless otherwise provided for herein or absent further direction from the Debtors.

8. The Debtors will maintain records in the ordinary course reflecting transfers of cash, if any, so as to permit all such transactions to be ascertainable.

9. In the course of providing cash management services to the Debtors, each of the Cash Management Banks is authorized, without further order of this Court, to deduct the applicable

fees and expenses associated with the nature of the deposit and cash management services rendered to the Debtors, whether arising prepetition or postpetition, from the appropriate accounts of the Debtors, and further, to charge-back to the appropriate accounts of the Debtors any amounts resulting from returned checks or other returned items, including returned items that result from wire transfers, ACH transactions, or other electronic transfers of any kind, regardless of whether such items were deposited or transferred prepetition or postpetition and regardless of whether the returned items relate to prepetition or postpetition items or transfers.

10. Each of the Cash Management Banks is authorized to debit the Debtors' accounts in the ordinary course and without further order of this Court on account of: (a) all checks drawn on the Debtors' accounts that have been cashed at such banks' counters or exchanged for cashier's or official checks by the payees thereof prior to the Petition Date; (b) all bank fees and costs in connection with any checks or other items deposited in one of the Debtors' accounts with such bank prior to the Petition Date, which have been dishonored or returned unpaid for any reason, to the same extent the Debtors were responsible for such items prior to the Petition Date; and (c) all undisputed prepetition amounts outstanding as of the date hereof, if any, owed to any bank as to service charges for the maintenance of the Cash Management Systems.

11. Any bank, including a Cash Management Bank, may rely upon the representations of the Debtors with respect to whether any check, draft, wire, or other transfer drawn or issued by the Debtors prior to the Petition Date should be honored pursuant to any order of this Court, and no bank that honors a prepetition check or other item drawn on any account that is the subject of this Interim Order (a) at the direction of the Debtors, (b) in a good-faith belief that this Court has authorized such prepetition check or item to be honored, or (c) as a result of an innocent mistake made despite implementation of customary item handling procedures, shall be deemed to be nor

shall be liable to the Debtors, their estates, or any other party on account of such prepetition check or other item being honored postpetition, or otherwise deemed to be in violation of this Interim Order.

12. Any and all banks, including the Cash Management Banks, are further authorized to (a) honor the Debtors' directions with respect to the opening and closing of any Bank Account and (b) accept and hold the Debtors' funds in accordance with the Debtors' instructions; *provided* that the Cash Management Banks shall not have any liability to any party for relying on such representations to the extent such reliance otherwise complies with applicable law.

13. The Debtors are authorized to open any new Bank Accounts or close any existing Bank Accounts as they may deem necessary and appropriate, *provided* that: (a) any new account is with a bank that is (i) insured with the Federal Deposit Insurance Corporation or the Federal Savings and Loan Insurance Corporation, (ii) designated as an authorized depository by the U.S. Trustee pursuant to the U.S. Trustee's Operating Guidelines and Reporting Requirements for Debtors in Possession and Trustees, (iii) not prohibited by any DIP Order, with respect to opening any new bank accounts, and (iv) the Debtors obtain the prior written consent of the agents under the prepetition secured facilities and the DIP Agent; and (b) the Debtors provide notice to the U.S. Trustee, counsel to the agents under the Debtors' prepetition secured facilities, and counsel to the DIP Agent, of the opening or closing of any such account, or any changes in Cash Management Systems.

14. Nothing contained herein shall permit any Cash Management Bank to terminate any cash management services without 30 days prior written notice to the Debtors, U.S. Trustee, counsel to the Prepetition ABL Agent and the DIP Agent, and any official committee appointed in these chapter 11 cases.

15. The requirement to establish separate accounts for cash collateral and/or tax payments is hereby waived.

16. Notwithstanding anything to the contrary set forth herein, the Debtors are authorized, but not directed, to enter into and engage in the Intercompany Transactions and to take any actions related thereto on the same terms as, and materially consistent with, the Debtors' operation of the business in the ordinary course, and *provided* that they are not prohibited or restricted by the terms of any interim or final DIP Order (as defined below).

17. All postpetition Intercompany Transactions between Debtors are hereby accorded administrative expense priority status, subject to paragraph 17 hereof. The Debtors shall continue to maintain current records with respect to all transfers, including but not limited to, all Intercompany Transactions, so that all transactions may be readily ascertained, traced, and properly recorded on intercompany accounts, and shall provide such records upon request to the U.S. Trustee, any statutory committee appointed in these chapter 11 cases, the agents under the Debtors' prepetition secured facilities, the DIP Agent, and each counsel thereto; *provided* that such records shall distinguish between prepetition and postpetition transactions. For the avoidance of doubt, the relief granted in this Interim Order with respect to the postpetition Intercompany Transactions and the Intercompany Balances resulting therefrom shall not constitute a finding as to the validity, priority, or status of any prepetition Intercompany Balance or any Intercompany Transaction(s) from which such Intercompany Balance may have arisen, the Debtors stipulate that they do not take a position with regard to the validity, priority, or status of any prepetition Intercompany Balance or any Intercompany Transaction(s) from which such Intercompany Balance may have arisen, and the right of any party to contest the validity, priority, or status of

any prepetition Intercompany Balance or any Intercompany Transaction(s) from which such Intercompany Balance may have arisen is expressly reserved.

18. Nothing contained in the Motion or this Interim Order shall be construed to (a) create or perfect, in favor of any person or entity, any interest in cash of a Debtor that did not exist as of the Petition Date or (b) alter or impair any security interest or perfection thereof, in favor of any person or entity, that existed as of the Petition Date.

19. Notwithstanding the Debtors' use of consolidated cash management systems, the Debtors shall calculate quarterly fees under 28 U.S.C. § 1930(a)(6) based on the disbursements of each Debtor, regardless of which entity pays those disbursements.

20. The banks and financial institutions on which checks were drawn or electronic fund transfer requests made in payment of the prepetition obligations approved herein are authorized to receive, process, honor, and pay all such checks and electronic fund transfer requests when presented for payment, and all such banks and financial institutions are authorized to rely on the Debtors' designation of any particular check or electronic fund transfer requests as approved by this Interim Order.

21. Notwithstanding anything to the contrary in this Interim Order, any payment made or action taken by any of the Debtors pursuant to the authority granted in this Interim 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 Interim Order, the terms of the DIP Order shall control.

22. Notwithstanding the relief granted in this Interim Order and any actions taken pursuant to such relief, nothing in this Interim 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 Interim 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 Interim 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.

23. 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 amounts to be paid hereunder.

24. As soon as practicable after entry of this Interim Order, the Debtors shall serve a copy of this Interim Order on the Cash Management Banks.

25. The contents of the Motion satisfy the requirements of Bankruptcy Rule 6003(b).

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

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

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

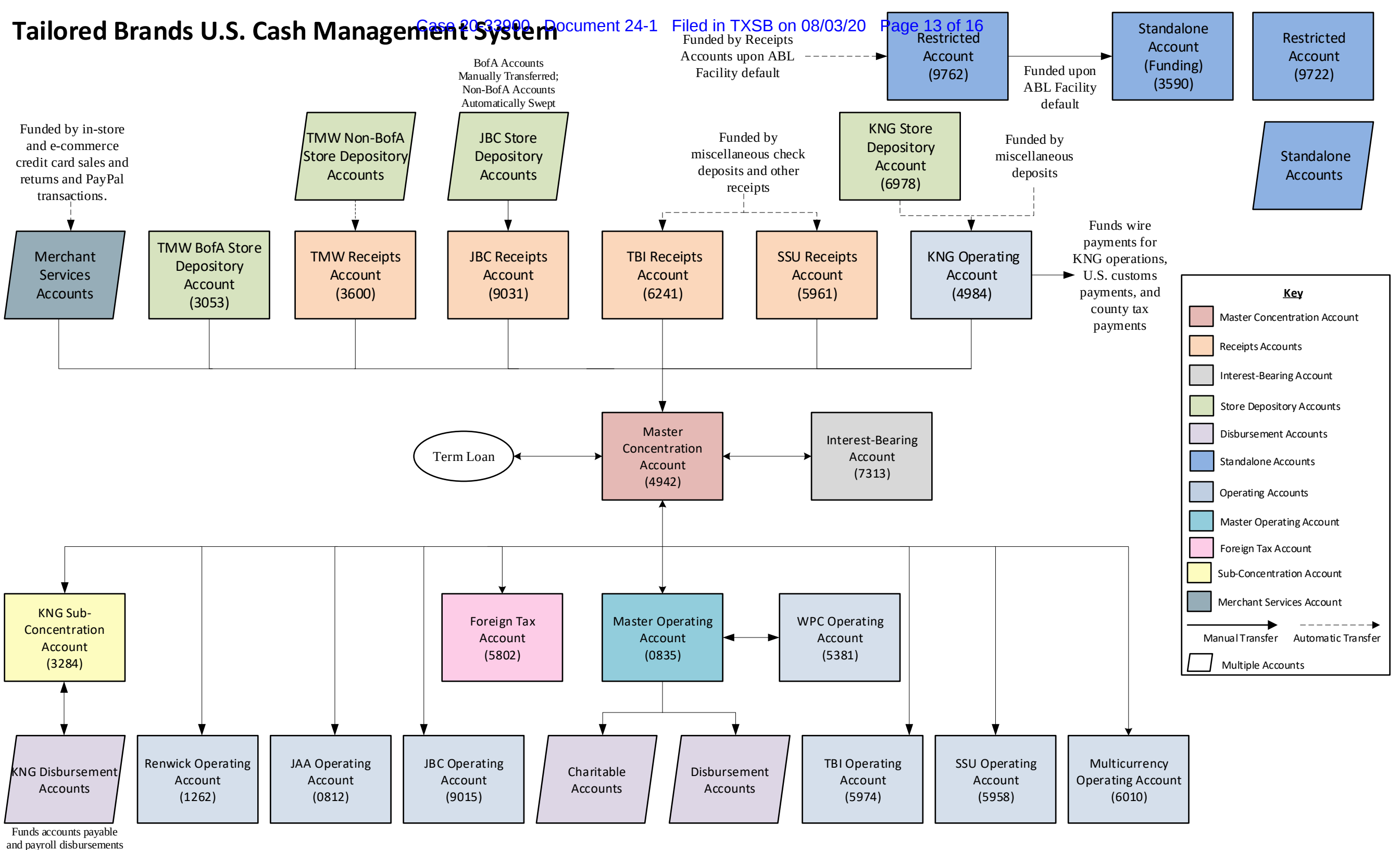
29. This Court retains exclusive jurisdiction with respect to all matters arising from or related to the implementation, interpretation, and enforcement of this Interim Order.

Dated: _____, 2020
Houston, Texas

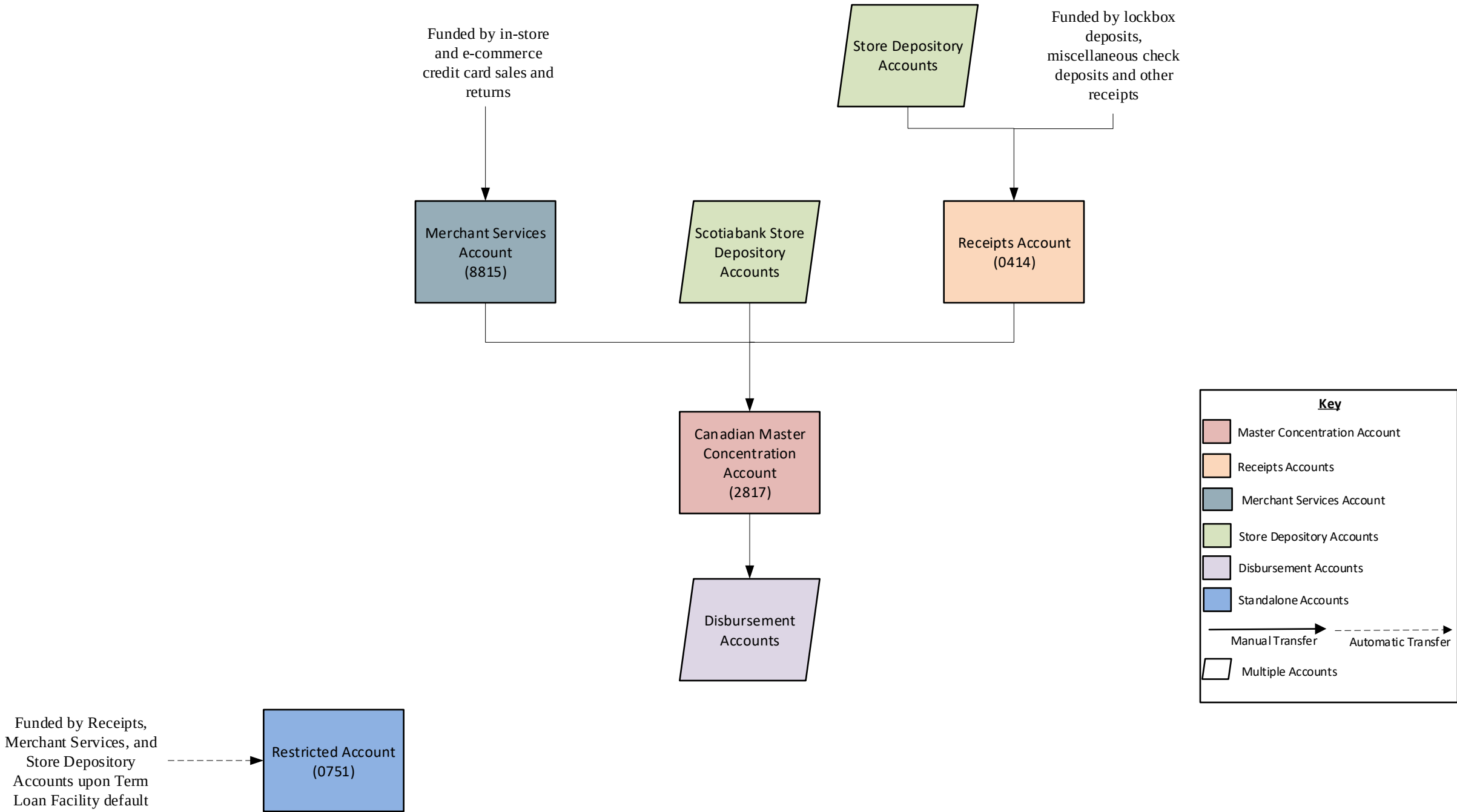
UNITED STATES BANKRUPTCY JUDGE

Annex 1

Cash Management Systems Schematics



Tailored Brands Canadian Cash Management System



Annex 2**Bank Accounts**

No.	Entity	Bank Name	Last Four Digits of Account No.	Account Type	DACA?
1	JA Apparel Corp.	Bank Of America	1882	Standalone Account	N
2	JA Apparel Corp.	Bank Of America	6780	Merchant Services Account	N
3	JA Apparel Corp.	Bank Of America	0812	Operating Account	N
4	TB Worldwide Purchasing Co.	Bank of America	5381	Operating	N
5	Jos. A. Bank Clothiers, Inc.	Bank Of America	6750	Store Depository Account	Y
6	Jos. A. Bank Clothiers, Inc.	Bank Of America	9028	Merchant Services Account	Y
7	Jos. A. Bank Clothiers, Inc.	Bank Of America	9015	Operating Account	N
8	Jos. A. Bank Clothiers, Inc.	Bank Of America	9031	Receipts Account	Y
9	Jos. A. Bank Clothiers, Inc.	BB&T	1413	Store Depository Account	N
10	Jos. A. Bank Clothiers, Inc.	BBVA Compass	5091	Store Depository Account	N
11	Jos. A. Bank Clothiers, Inc.	Fifth Third	4544	Store Depository Account	N
12	Jos. A. Bank Clothiers, Inc.	JPMorgan Chase	5203	Store Depository Account	N
13	Jos. A. Bank Clothiers, Inc.	Key Bank	1787	Store Depository Account	N
14	Jos. A. Bank Clothiers, Inc.	M&T Bank	4286	Store Depository Account	N
15	Jos. A. Bank Clothiers, Inc.	PNC Bank	0275	Store Depository Account	N
16	Jos. A. Bank Clothiers, Inc.	Regions Bank	2665	Store Depository Account	N
17	Jos. A. Bank Clothiers, Inc.	TD Bank	5063	Store Depository Account	N
18	Jos. A. Bank Clothiers, Inc.	U.S. Bank	9441	Store Depository Account	N
19	Jos. A. Bank Clothiers, Inc.	Wells Fargo	1077	Store Depository Account	N
20	K&G Men's Company Inc.	Bank Of America	5103	Disbursement Account	N
21	K&G Men's Company Inc.	Bank Of America	3297	Disbursement Account	N
22	K&G Men's Company Inc.	Bank Of America	3284	Sub-Concentration Account	N
23	K&G Men's Company Inc.	Bank Of America	4984	Operating Account	N
24	K&G Men's Company Inc.	Bank Of America	3307	Disbursement Account	N
25	K&G Men's Company Inc.	Bank Of America	1178	Merchant Services Account	N
26	K&G Men's Company Inc.	Bank Of America	5111	Disbursement Account	N
27	K&G Men's Company Inc.	Fifth Third	6978	Store Depository Account	N
28	Nashawena Mills Corp.	Bank Of America	5907	Standalone Account	N
29	Renwick Technologies	Bank Of America	1262	Operating Account	N
30	Tailored Shared Services	Bank Of America	5958	Operating Account	N
31	Tailored Shared Services	Bank Of America	5961	Receipts Account	Y
32	Tailored Brands Inc.	Bank Of America	5974	Operating Account	N
33	Tailored Brands Inc.	Bank Of America	6241	Receipts Account	N
34	The Men's Wearhouse, Inc.	Bank Of America	4942	U.S. Master Concentration Account	Y
35	The Men's Wearhouse, Inc.	Bank Of America	6010	Multicurrency Operating Account	N
36	The Men's Wearhouse, Inc.	Bank Of America	3600	Receipts Account	Y
37	The Men's Wearhouse, Inc.	Bank Of America	3053	Store Depository Account	Y
38	The Men's Wearhouse, Inc.	Bank Of America	3590	Standalone Account	N
39	The Men's Wearhouse, Inc.	Bank Of America	1110	Merchant Services Account	Y
40	The Men's Wearhouse, Inc.	Bank Of America	1123	Merchant Services Account	Y
41	The Men's Wearhouse, Inc.	Bank Of America	2871	Disbursement Account	N
42	The Men's Wearhouse, Inc.	Bank Of America	4463	Disbursement Account	N
43	The Men's Wearhouse, Inc.	Bank Of America	2905	Disbursement Account	N
44	The Men's Wearhouse, Inc.	Bank Of America	4447	Disbursement Account	N
45	The Men's Wearhouse, Inc.	Bank Of America	4450	Disbursement Account	N

No.	Entity	Bank Name	Last Four Digits of Account No.	Account Type	DACA?
46	The Men's Wearhouse, Inc.	Bank Of America	0835	U.S. Master Operating Account	N
47	The Men's Wearhouse, Inc.	Bank Of America	2559	Standalone Account	N
48	The Men's Wearhouse, Inc.	Bank Of Hawaii	5567	Store Depository Account	N
49	The Men's Wearhouse, Inc.	BB&T	1391	Store Depository Account	N
50	The Men's Wearhouse, Inc.	Fifth Third	9738	Store Depository Account	N
51	The Men's Wearhouse, Inc.	HSBC	9585	Store Depository Account	N
52	The Men's Wearhouse, Inc.	JPMorgan Chase	9722	Restricted Account	Y
53	The Men's Wearhouse, Inc.	JPMorgan Chase	9762	Restricted Account	Y
54	The Men's Wearhouse, Inc.	JPMorgan Chase	3698	Store Depository Account	N
55	The Men's Wearhouse, Inc.	Key Bank	2689	Store Depository Account	N
56	The Men's Wearhouse, Inc.	PNC Bank	5202	Store Depository Account	N
57	The Men's Wearhouse, Inc.	Regions Bank	4418	Store Depository Account	N
58	The Men's Wearhouse, Inc.	U.S. Bank	1130	Store Depository Account	N
59	The Men's Wearhouse, Inc.	Wells Fargo	0476	Store Depository Account	N
60	The Men's Wearhouse, Inc.	TD Bank	1533	Store Depository Account	N
61	The Men's Wearhouse, Inc.	Bank of America	7313	Interest-Bearing Account	Y
62	The Men's Wearhouse, Inc.	Bank Of America	3689	Standalone Account	N
63	The Men's Wearhouse, Inc.	Bank Of America	7755	Standalone Account	N
64	The Men's Wearhouse, Inc.	Bank Of America	4102	Standalone Account	N
65	Moore's the Suit People Corp.	Bank of Montreal	0521	Store Depository Account	N
66	Moore's the Suit People Corp.	CIBC	7119	Store Depository Account	N
67	Moore's the Suit People Corp.	JPMorgan Chase	0751	Restricted Account	Y
68	Moore's the Suit People Corp.	RBC	6253	Store Depository Account	N
69	Moore's the Suit People Corp.	Scotiabank	2418	Disbursement Account	N
70	Moore's the Suit People Corp.	Scotiabank	2612	Store Depository Account	Y
71	Moore's the Suit People Corp.	Scotiabank	2817	Canadian Master Concentration Account	N
72	Moore's the Suit People Corp.	Scotiabank	8815	Merchant Services Account	Y
73	Moore's the Suit People Corp.	Scotiabank	5914	Disbursement Account	N
74	Moore's the Suit People Corp.	Scotiabank	6015	Disbursement Account	N
75	Moore's the Suit People Corp.	Scotiabank	0414	Receipts Account	Y
76	Moore's the Suit People Corp.	Scotiabank	9912	Disbursement Account	N
77	Moore's Retail Group Corp.	TD Canada Trust	3655	Disbursement Account	N
78	TB UK Holding Limited	Bank of America	5802	Foreign Tax Account	N

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

In re:

TAILORED BRANDS, INC., *et al.*,¹

Debtors.

)
) Chapter 11
)
) Case No. 20-33900 (MI)
)
) (Joint Administration Requested)
)
) **Re: Docket No. _____**

**FINAL ORDER
AUTHORIZING THE DEBTORS TO
(I) CONTINUE TO OPERATE THEIR
CASH MANAGEMENT SYSTEMS, (II) HONOR
CERTAIN PREPETITION OBLIGATIONS RELATED
THERE TO, (III) MAINTAIN EXISTING BUSINESS FORMS,
AND (IV) CONTINUE TO PERFORM INTERCOMPANY TRANSACTIONS**

Upon the motion (the “Motion”)² of the above-captioned debtors and debtors in possession (collectively, the “Debtors”) for entry of a final order (this “Final Order”) (a) authorizing the Debtors to (i) continue to operate their Cash Management Systems, (ii) honor certain prepetition obligations related thereto, (iii) maintain existing Business Forms in the ordinary course of business, and (iv) continue to perform Intercompany Transactions consistent with historical practice, 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

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 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 Motion is granted on a final basis as set forth herein.
2. The Debtors are authorized, but not directed, on a final basis, to: (a) continue operating the Cash Management Systems, substantially as identified on Annex 1 attached hereto and as described in the Motion, in accordance with the Bank Account Agreements (as defined below); (b) honor their prepetition obligations related thereto; (c) maintain existing Business Forms; and (d) continue to perform Intercompany Transactions consistent with historical practice.
3. Except as otherwise set forth herein, the Debtors are further authorized, but not directed to, on a final basis, and subject to any interim or final DIP Order (as defined below): (a) continue to use, with the same account numbers, the Bank Accounts in existence as of the Petition Date identified on Annex 2 attached hereto; (b) maintain and use, in their present form, all preprinted correspondence and Business Forms (including letterhead) and maintain and continue using, in their present form, the Books and Records; (c) continue operating the Cash

Management Systems in the ordinary course of business, substantially as identified on Annex 1 attached hereto and as described in the Motion; (c) honor their prepetition obligations related thereto; (d) treat the Bank Accounts for all purposes as accounts of the Debtors as debtors in possession; (e) deposit funds in and withdraw funds from the Bank Accounts by all usual means, including checks, wire transfers, and other debits; (f) pay the Bank Fees and Processor Fees (including any prepetition amounts); and (g) pay any ordinary course Bank Fees and Processor Fees incurred in connection with the Bank Accounts, irrespective of whether such fees arose prior to the Petition Date, and to otherwise perform their obligations under the documents governing the Bank Accounts (the “Bank Account Agreements”). Any postpetition fees, costs, charges, and expenses, including Bank Fees, or charge-backs payable to the banks that are not so paid shall be entitled to priority as administrative expenses pursuant to section 503(b)(1) of the Bankruptcy Code.

4. To the extent any of the Debtors’ Bank Accounts are not in compliance with section 345(b) of the Bankruptcy Code or any of the U.S. Trustee’s requirements or guidelines, the Debtors are hereby granted an extension of time to comply with the requirements of 11 U.S.C. § 345(b) for a period of forty-five (45) days from the Petition Date, without prejudice to the Debtors’ rights to seek a further extension; provided that nothing herein shall prevent the Debtors or the U.S. Trustee from seeking further relief from the Court to the extent that an agreement cannot be reached. The Debtors may obtain a further extension of the 45-day time period referenced above by entering into a written stipulation with the U.S. Trustee and filing such stipulation on the Court’s docket without the need for further Court order.

5. The Cash Management Banks are authorized to continue to maintain, service, and administer the Bank Accounts as accounts of the Debtors as debtors in possession, without

interruption and in the ordinary course, and to receive, process, honor, and pay, to the extent of available funds, any and all checks, drafts, wires, credit card payments, and ACH transfers issued and drawn on the Bank Accounts after the Petition Date by the holders or makers thereof, as the case may be; *provided* that (a) those certain existing deposit agreements between the Debtors and the Cash Management Banks shall continue to govern the postpetition cash management relationship between the Debtors and the respective Cash Management Bank, and all of the provisions of such agreements, including the termination and fee provisions and any provisions relating to offset or charge-back rights with respect to returned items, shall remain in full force and effect, and (b) the Debtors and the Cash Management Banks may, without further order of this Court, agree to and implement changes to the Cash Management System and procedures related thereto in the ordinary course of business pursuant to terms of those certain existing deposit agreements, including the closing of Bank Accounts or the opening of new bank accounts in accordance with the terms of the final order approving debtor in possession financing and any definitive documents related to such debtor in possession financing.

6. The relief granted in this Final Order is extended to any new bank account opened by the Debtors after the date hereof, which account shall be deemed a Bank Account, and to the bank at which such account is opened, which bank shall be deemed a Cash Management Bank. As required herein, to the extent the Debtors intend to open a new bank account, they shall provide reasonable prior written notice to the U.S. Trustee, any statutory committee appointed in these chapter 11 cases, counsel to the Prepetition ABL Agent, and the DIP Agent.

7. All banks, including the Cash Management Banks, maintaining any of the Bank Accounts and provided with notice of this Final Order shall not honor or pay any bank payments

drawn on the listed Bank Accounts, or otherwise issued before the Petition Date, unless otherwise provided for herein or absent further direction from the Debtors.

8. The Debtors will maintain records in the ordinary course reflecting transfers of cash, if any, so as to permit all such transactions to be ascertainable.

9. In the course of providing cash management services to the Debtors, each of the Cash Management Banks is authorized, without further order of this Court, to deduct the applicable fees and expenses associated with the nature of the deposit and cash management services rendered to the Debtors, whether arising prepetition or postpetition, from the appropriate accounts of the Debtors, and, further, to charge-back to the appropriate accounts of the Debtors any amounts resulting from returned checks or other returned items, including returned items that result from wire transfers, ACH transactions, or other electronic transfers of any kind, regardless of whether such items were deposited or transferred prepetition or postpetition and regardless of whether the returned items relate to prepetition or postpetition items or transfers.

10. Each of the Cash Management Banks is authorized to debit the Debtors' accounts in the ordinary course and without further order of this Court on account of: (a) all checks drawn on the Debtors' accounts that have been cashed at such banks' counters or exchanged for cashier's or official checks by the payees thereof prior to the Petition Date; (b) all bank fees and costs in connection with any checks or other items deposited in one of the Debtors' accounts with such bank prior to the Petition Date, which have been dishonored or returned unpaid for any reason, to the same extent the Debtors were responsible for such items prior to the Petition Date; and (c) all undisputed prepetition amounts outstanding as of the date hereof, if any, owned to any bank as to service charges for the maintenance of the Cash Management Systems.

11. Any bank, including a Cash Management Bank, may rely upon the representations of the Debtors with respect to whether any check, draft, wire, or other transfer drawn or issued by the Debtors prior to the Petition Date should be honored pursuant to any order of this Court, and no bank that honors a prepetition check or other item drawn on any account that is the subject of this Final Order (a) at the direction of the Debtors, (b) in a good-faith belief that this Court has authorized such prepetition check or item to be honored, or (c) as a result of an innocent mistake made despite implementation of customary item handling procedures, shall be deemed to be nor shall be liable to the Debtors, their estates, or any other party on account of such prepetition check or other item being honored postpetition, or otherwise deemed to be in violation of this Final Order.

12. Any and all banks, including the Cash Management Banks, are further authorized to (a) honor the Debtors' directions with respect to the opening and closing of any Bank Account and (b) accept and hold the Debtors' funds in accordance with the Debtors' instructions; *provided* that the Cash Management Banks shall not have any liability to any party for relying on such representations to the extent such reliance otherwise complies with applicable law.

13. The Debtors are authorized to open any new Bank Accounts or close any existing Bank Accounts as they may deem necessary and appropriate, *provided* that: (a) any new account is with a bank that is (i) insured with the Federal Deposit Insurance Corporation or the Federal Savings and Loan Insurance Corporation, (ii) designated as an authorized depository by the U.S. Trustee pursuant to the U.S. Trustee's Operating Guidelines and Reporting Requirements for Debtors in Possession and Trustees, (iii) not prohibited by any DIP Order, with respect to opening any new bank accounts, and (iv) the Debtors obtain the prior written consent of the agents under the prepetition secured facilities and the DIP Agent; and (b) the Debtors provide notice to the U.S. Trustee, counsel to the agents under the Debtors' prepetition secured facilities, and counsel to the

DIP Agent, of the opening or closing of any such account, or any changes in Cash Management Systems.

14. Nothing contained herein shall permit any Cash Management Bank to terminate any cash management services without 30 days prior written notice to the Debtors, U.S. Trustee, counsel to the Prepetition ABL Agent and the DIP Agent, and any official committee appointed in these chapter 11 cases.

15. The requirement to establish separate accounts for cash collateral and/or tax payments is hereby waived.

16. Notwithstanding anything to the contrary set forth herein, the Debtors are authorized, but not directed, to enter into and engage in the Intercompany Transactions and to take any actions related thereto on the same terms as, and materially consistent with, the Debtors' operations of the business in the ordinary course and *provided* that they are not prohibited or restricted by the terms of any interim or final DIP Order (as defined below).

17. All postpetition Intercompany Transactions between Debtors are hereby accorded administrative expense priority status, subject to paragraph 16 hereof. The Debtors shall maintain accurate, detailed, and current records with respect to all transfers, including but not limited to, all Intercompany Transactions, so that all transactions may be readily ascertained, traced, and properly recorded on intercompany accounts, and shall provide such records upon request to the U.S. Trustee, any statutory committee appointed in these chapter 11 cases, the agents under the Debtors' prepetition secured facilities, the DIP Agent, and each counsel thereto; *provided* that such records shall distinguish between prepetition and postpetition transactions. For the avoidance of doubt, the relief granted in this Final Order with respect to the postpetition Intercompany Transactions and the Intercompany Balances resulting therefrom shall not constitute a finding as

to the validity, priority, or status of any prepetition Intercompany Balance or any Intercompany Transaction(s) from which such Intercompany Balance may have arisen, the Debtors stipulate that they do not take a position with regard to the validity, priority, or status of any prepetition Intercompany Balance or any Intercompany Transaction(s) from which such Intercompany Balance may have arisen, and the right of any party to contest the validity, priority, or status of any prepetition Intercompany Balance or any Intercompany Transaction(s) from which such Intercompany Balance may have arisen is expressly reserved.

18. Nothing contained in the Motion or this Final Order shall be construed to (a) create or perfect, in favor of any person or entity, any interest in cash of a Debtor that did not exist as of the Petition Date or (b) alter or impair any security interest or perfection thereof, in favor of any person or entity, that existed as of the Petition Date.

19. Notwithstanding the Debtors' use of consolidated cash management systems, the Debtors shall calculate quarterly fees under 28 U.S.C. § 1930(a)(6) based on the disbursement of each Debtor, regardless of which entity pays those disbursements.

20. The banks and financial institutions on which checks were drawn or electronic fund transfer requests made in payment of the prepetition obligations approved herein are authorized to receive, process, honor, and pay all such checks and electronic fund transfer requests when presented for payment, and all such banks and financial institutions are authorized to rely on the Debtors' designation of any particular check or electronic fund transfer requests as approved by this Final Order.

21. Notwithstanding anything to the contrary in this Final Order, any payment made or action taken by any of the Debtors pursuant to the authority granted in this Final 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 Final Order, the terms of the DIP Order shall control.

22. Notwithstanding the relief granted in this Final Order and any actions taken pursuant to such relief, nothing in this Final 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 Final 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 Final 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.

23. 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 amounts paid hereunder.

24. As soon as practicable after entry of this Final Order, the Debtors shall serve a copy of this Final Order on the Cash Management Banks.

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

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

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

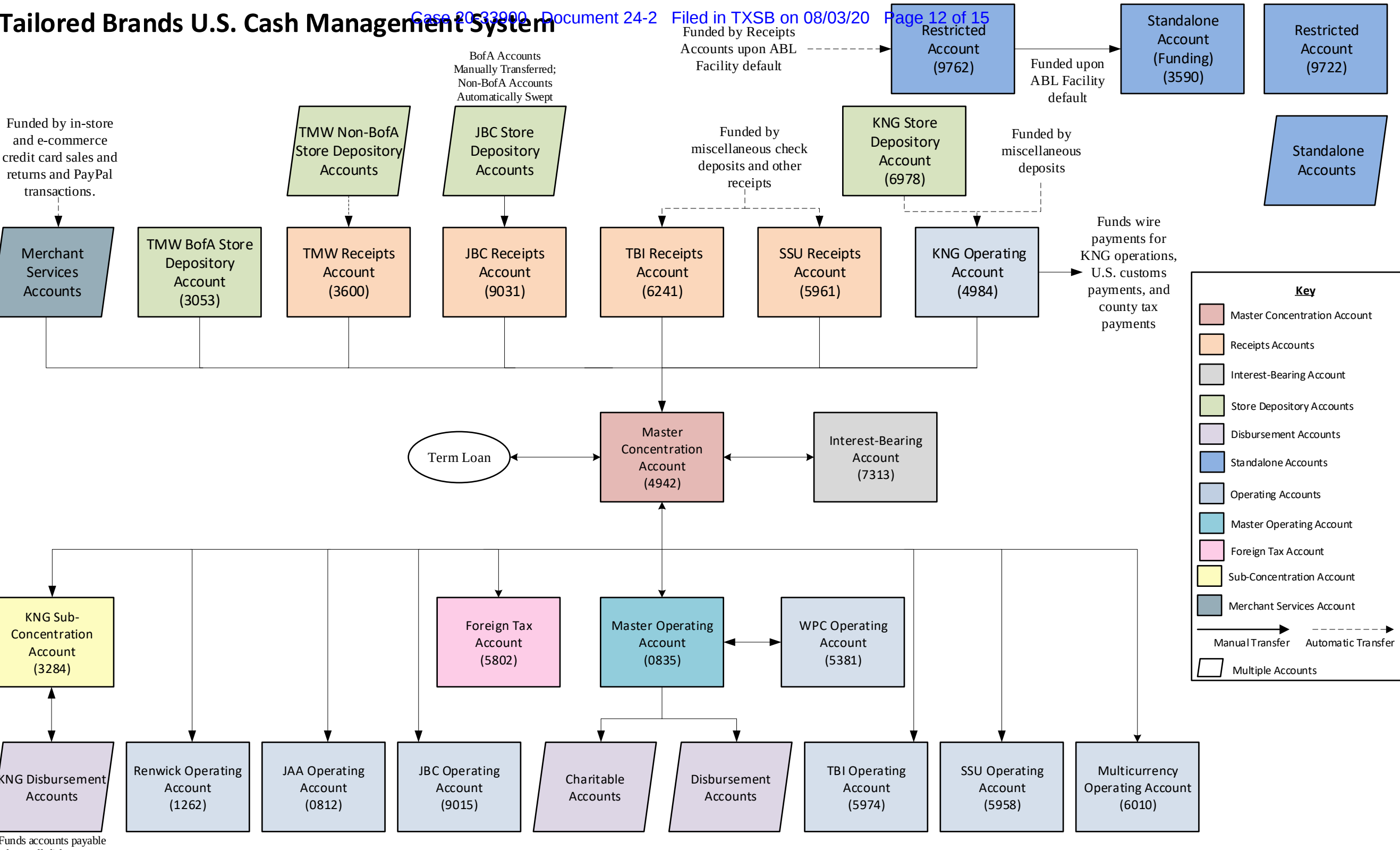
28. This Court retains exclusive jurisdiction with respect to all matters arising from or related to the implementation, interpretation, and enforcement of this Final Order.

Dated: _____, 2020
Houston, Texas

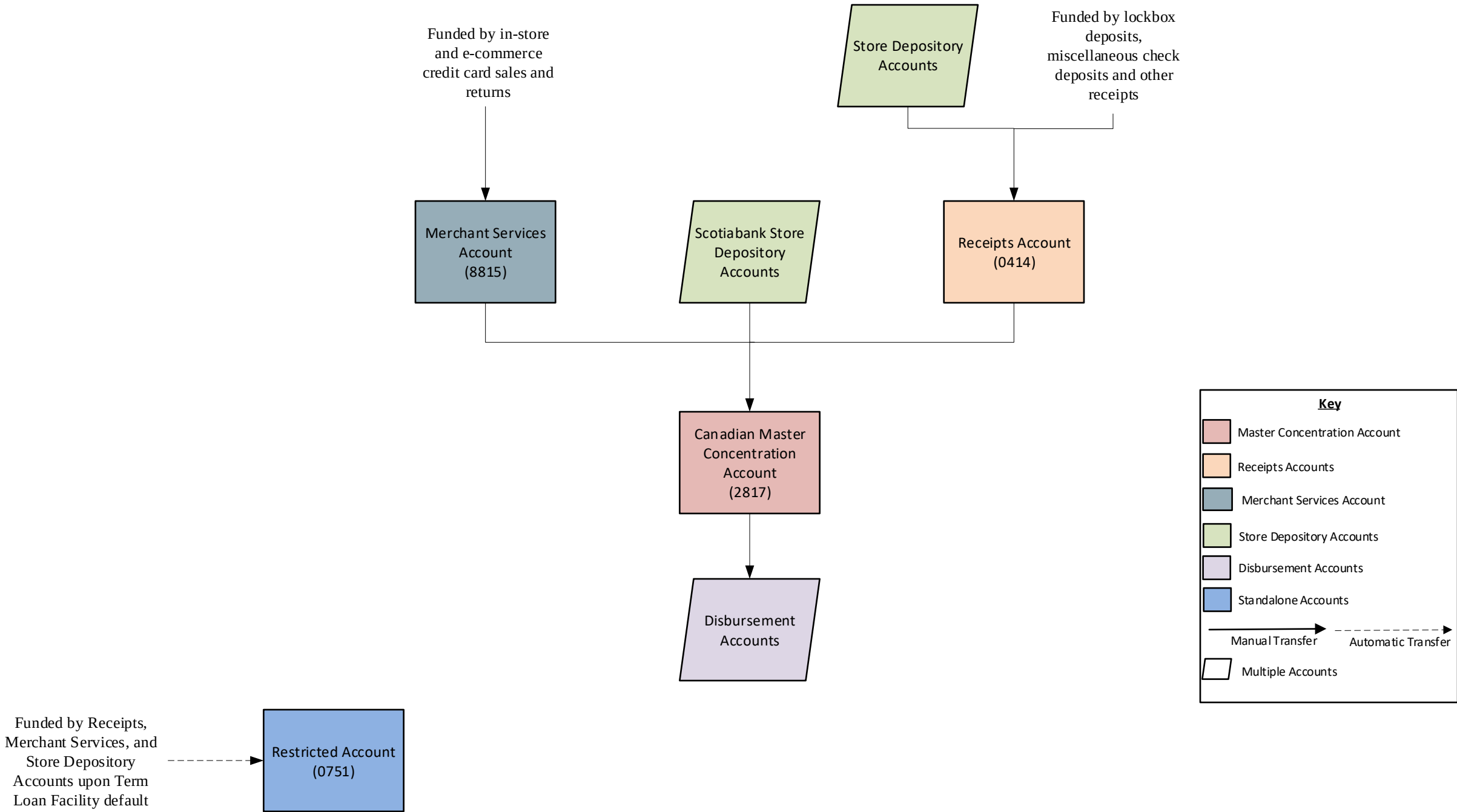
UNITED STATES BANKRUPTCY JUDGE

Annex 1

Cash Management Systems Schematics



Tailored Brands Canadian Cash Management System



Annex 2**Bank Accounts**

No.	Entity	Bank Name	Last Four Digits of Account No.	Account Type	DACA?
1	JA Apparel Corp.	Bank Of America	1882	Standalone Account	N
2	JA Apparel Corp.	Bank Of America	6780	Merchant Services Account	N
3	JA Apparel Corp.	Bank Of America	0812	Operating Account	N
4	TB Worldwide Purchasing Co.	Bank of America	5381	Operating	N
5	Jos. A. Bank Clothiers, Inc.	Bank Of America	6750	Store Depository Account	Y
6	Jos. A. Bank Clothiers, Inc.	Bank Of America	9028	Merchant Services Account	Y
7	Jos. A. Bank Clothiers, Inc.	Bank Of America	9015	Operating Account	N
8	Jos. A. Bank Clothiers, Inc.	Bank Of America	9031	Receipts Account	Y
9	Jos. A. Bank Clothiers, Inc.	BB&T	1413	Store Depository Account	N
10	Jos. A. Bank Clothiers, Inc.	BBVA Compass	5091	Store Depository Account	N
11	Jos. A. Bank Clothiers, Inc.	Fifth Third	4544	Store Depository Account	N
12	Jos. A. Bank Clothiers, Inc.	JPMorgan Chase	5203	Store Depository Account	N
13	Jos. A. Bank Clothiers, Inc.	Key Bank	1787	Store Depository Account	N
14	Jos. A. Bank Clothiers, Inc.	M&T Bank	4286	Store Depository Account	N
15	Jos. A. Bank Clothiers, Inc.	PNC Bank	0275	Store Depository Account	N
16	Jos. A. Bank Clothiers, Inc.	Regions Bank	2665	Store Depository Account	N
17	Jos. A. Bank Clothiers, Inc.	TD Bank	5063	Store Depository Account	N
18	Jos. A. Bank Clothiers, Inc.	U.S. Bank	9441	Store Depository Account	N
19	Jos. A. Bank Clothiers, Inc.	Wells Fargo	1077	Store Depository Account	N
20	K&G Men's Company Inc.	Bank Of America	5103	Disbursement Account	N
21	K&G Men's Company Inc.	Bank Of America	3297	Disbursement Account	N
22	K&G Men's Company Inc.	Bank Of America	3284	Sub-Concentration Account	N
23	K&G Men's Company Inc.	Bank Of America	4984	Operating Account	N
24	K&G Men's Company Inc.	Bank Of America	3307	Disbursement Account	N
25	K&G Men's Company Inc.	Bank Of America	1178	Merchant Services Account	N
26	K&G Men's Company Inc.	Bank Of America	5111	Disbursement Account	N
27	K&G Men's Company Inc.	Fifth Third	6978	Store Depository Account	N
28	Nashawena Mills Corp.	Bank Of America	5907	Standalone Account	N
29	Renwick Technologies	Bank Of America	1262	Operating Account	N
30	Tailored Shared Services	Bank Of America	5958	Operating Account	N
31	Tailored Shared Services	Bank Of America	5961	Receipts Account	Y
32	Tailored Brands Inc.	Bank Of America	5974	Operating Account	N
33	Tailored Brands Inc.	Bank Of America	6241	Receipts Account	N
34	The Men's Wearhouse, Inc.	Bank Of America	4942	U.S. Master Concentration Account	Y
35	The Men's Wearhouse, Inc.	Bank Of America	6010	Multicurrency Operating Account	N
36	The Men's Wearhouse, Inc.	Bank Of America	3600	Receipts Account	Y
37	The Men's Wearhouse, Inc.	Bank Of America	3053	Store Depository Account	Y
38	The Men's Wearhouse, Inc.	Bank Of America	3590	Standalone Account	N
39	The Men's Wearhouse, Inc.	Bank Of America	1110	Merchant Services Account	Y
40	The Men's Wearhouse, Inc.	Bank Of America	1123	Merchant Services Account	Y
41	The Men's Wearhouse, Inc.	Bank Of America	2871	Disbursement Account	N
42	The Men's Wearhouse, Inc.	Bank Of America	4463	Disbursement Account	N
43	The Men's Wearhouse, Inc.	Bank Of America	2905	Disbursement Account	N
44	The Men's Wearhouse, Inc.	Bank Of America	4447	Disbursement Account	N
45	The Men's Wearhouse, Inc.	Bank Of America	4450	Disbursement Account	N

No.	Entity	Bank Name	Last Four Digits of Account No.	Account Type	DACA?
46	The Men's Wearhouse, Inc.	Bank Of America	0835	U.S. Master Operating Account	N
47	The Men's Wearhouse, Inc.	Bank Of America	2559	Standalone Account	N
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50	The Men's Wearhouse, Inc.	Fifth Third	9738	Store Depository Account	N
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65	Moore's the Suit People Corp.	Bank of Montreal	0521	Store Depository Account	N
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67	Moore's the Suit People Corp.	JPMorgan Chase	0751	Restricted Account	Y
68	Moore's the Suit People Corp.	RBC	6253	Store Depository Account	N
69	Moore's the Suit People Corp.	Scotiabank	2418	Disbursement Account	N
70	Moore's the Suit People Corp.	Scotiabank	2612	Store Depository Account	Y
71	Moore's the Suit People Corp.	Scotiabank	2817	Canadian Master Concentration Account	N
72	Moore's the Suit People Corp.	Scotiabank	8815	Merchant Services Account	Y
73	Moore's the Suit People Corp.	Scotiabank	5914	Disbursement Account	N
74	Moore's the Suit People Corp.	Scotiabank	6015	Disbursement Account	N
75	Moore's the Suit People Corp.	Scotiabank	0414	Receipts Account	Y
76	Moore's the Suit People Corp.	Scotiabank	9912	Disbursement Account	N
77	Moore's Retail Group Corp.	TD Canada Trust	3655	Disbursement Account	N
78	TB UK Holding Limited	Bank of America	5802	Foreign Tax Account	N

TAB T

Interim Order Authorizing the Debtors to (I) Continue to Operate Their Cash Management Systems, (II) Honor Certain Prepetition Obligations Related Thereto, (III) Maintain Existing Business Forms, and (IV) Continue to Perform Intercompany Transactions



ENTERED
08/03/2020

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

In re:

TAILORED BRANDS, INC., *et al.*,¹

Debtors.

)
) Chapter 11
)
) Case No. 20-33900 (MI)
)
) (Joint Administration Requested)
)
) **Re: Docket No. 34**

**INTERIM ORDER
AUTHORIZING THE DEBTORS TO
(I) CONTINUE TO OPERATE THEIR
CASH MANAGEMENT SYSTEMS, (II) HONOR
CERTAIN PREPETITION OBLIGATIONS RELATED
THERE TO, (III) MAINTAIN EXISTING BUSINESS FORMS,
AND (IV) CONTINUE TO PERFORM INTERCOMPANY TRANSACTIONS**

Upon the motion (the “Motion”)² of the above-captioned debtors and debtors in possession (collectively, the “Debtors”) for entry of an interim order (this “Interim Order”) (a) authorizing the Debtors to (i) continue to operate their Cash Management Systems, (ii) honor certain prepetition obligations related thereto, (iii) maintain existing Business Forms in the ordinary course of business, and (iv) continue to perform Intercompany Transactions consistent with historical practice, (b) granting related relief, and (c) scheduling a final hearing, 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 venue of this proceeding and the 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 Capitalized terms used but not otherwise defined herein have the meanings ascribed to them in 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 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 final hearing (the "Final Hearing") on the Motion shall be held on August 27, 2020 at 3:30 p.m. prevailing Central Time. Any objections or responses to entry of a final order on the Motion shall be filed on or before 4:00 p.m., prevailing Central Time, on August 24, 2020. In the event no objections to entry of the Final Order on the Motion are timely received, this Court may enter such Final Order without need for the Final Hearing.

2. Except as otherwise set forth herein, the Debtors are authorized, but not directed, on an interim basis, to: (a) continue operating the Cash Management Systems in the ordinary course of business, substantially as identified on **Annex 1** attached hereto and as described in the Motion, and in accordance with the Bank Account Agreements (as defined below); (b) honor their prepetition obligations related thereto; (c) maintain existing Business Forms; and (d) continue to perform Intercompany Transactions consistent with historical practice.

3. The Debtors are further authorized, but not directed to, on an interim basis, and subject to any interim or final DIP Order (as defined below): (a) continue to use, with the same account numbers, the Bank Accounts in existence as of the Petition Date, identified on **Annex 2** attached hereto; (b) maintain and use, in their present form, all preprinted correspondence and Business Forms (including letterhead) without reference to the Debtors' status as debtors in possession, and maintain and continue using, in their present form, the Books and Records; *provided* that once the Debtors' existing check stock has been exhausted, the Debtors shall include, or direct others to include, the designation "Debtor-in-Possession" and the corresponding bankruptcy case number on all checks as soon as it is reasonably practicable to do so; *provided further* that with respect to any Business Forms that exist or are generated electronically, the Debtors shall ensure that such electronic Business Forms are clearly labeled "Debtor-in-Possession" within 10 business days; (c) continue operating the Cash Management Systems in the ordinary course of business, substantially as identified on **Annex 1** attached hereto and as described in the Motion; (d) honor their prepetition obligations related thereto; (e) treat the

Bank Accounts for all purposes as accounts of the Debtors as debtors in possession; (f) deposit funds in and withdraw funds from the Bank Accounts by all usual means, including checks, wire transfers, and other debits; (g) pay the Bank Fees and Processor Fees (including any prepetition amounts); and (h) pay any ordinary course Bank Fees or Processor Fees incurred in connection with the Bank Accounts, irrespective of whether such fees arose prior to the Petition Date, and to otherwise perform their obligations under the documents governing the Bank Accounts (the “Bank Account Agreements”). Any postpetition fees, costs, charges, and expenses, including Bank Fees, Process Fees, or charge-backs payable to the banks that are not so paid shall be entitled to priority as administrative expenses pursuant to section 503(b)(1) of the Bankruptcy Code.

4. To the extent any of the Debtors’ Bank Accounts are not in compliance with section 345(b) of the Bankruptcy Code or any of the U.S. Trustee’s requirements or guidelines, the Debtors are hereby granted an extension of time to comply with the requirements of 11 U.S.C. § 345(b) for a period of forty-five (45) days from the Petition Date, without prejudice to the Debtors’ rights to seek a further extension; provided that nothing herein shall prevent the Debtors or the U.S. Trustee from seeking further relief from the Court to the extent that an agreement cannot be reached. The Debtors may obtain a further extension of the 45-day time period referenced above by entering into a written stipulation with the U.S. Trustee and filing such stipulation on the Court’s docket without the need for further Court order.

5. The Cash Management Banks are authorized to continue to maintain, service, and administer the Bank Accounts as accounts of the Debtors as debtors in possession, without interruption and in the ordinary course, and to receive, process, honor, and pay, to the extent of available funds, any and all checks, drafts, wires, credit card payments, and ACH transfers issued and drawn on the Bank Accounts after the Petition Date by the holders or makers thereof, as the

case may be; *provided* that (a) those certain existing deposit agreements between the Debtors and the Cash Management Banks shall continue to govern the postpetition cash management relationship between the Debtors and the respective Cash Management Bank, and all of the provisions of such agreements, including the termination and fee provisions and any provisions relating to offset or charge-back rights with respect to returned items, shall remain in full force and effect, and (b) the Debtors and the Cash Management Banks may, without further order of this Court, agree to and implement changes to the Cash Management System and procedures related thereto in the ordinary course of business pursuant to terms of those certain existing deposit agreements, including the closing of Bank Accounts or the opening of new bank accounts; *provided* that the Debtors provide reasonable notice to the U.S. Trustee and any statutory committee appointed in these chapter 11 cases of material changes to the Cash Management System and procedures.

6. The relief granted in this Interim Order is extended to any new bank account opened by the Debtors after the date hereof, which account shall be deemed a Bank Account, and to the bank at which such account is opened, which bank shall be deemed a Cash Management Bank. As required herein, to the extent the Debtors intend to open a new bank account, they shall provide reasonable prior written notice to the U.S. Trustee and any statutory committee appointed in these chapter 11 cases.

7. All banks, including the Cash Management Banks, maintaining any of the Bank Accounts and provided with notice of this Interim Order shall not honor or pay any bank payments drawn on the listed Bank Accounts, or otherwise issued before the Petition Date, unless otherwise provided for herein or absent further direction from the Debtors.

8. The Debtors will maintain records in the ordinary course reflecting transfers of cash, if any, so as to permit all such transactions to be readily ascertained, traced, and properly recorded in the Debtors' books.

9. In the course of providing cash management services to the Debtors, each of the Cash Management Banks is authorized, without further order of this Court, to deduct the applicable fees and expenses associated with the nature of the deposit and cash management services rendered to the Debtors, whether arising prepetition or postpetition, from the appropriate accounts of the Debtors, and further, to charge-back to the appropriate accounts of the Debtors any amounts resulting from returned checks or other returned items, including returned items that result from wire transfers, ACH transactions, or other electronic transfers of any kind, regardless of whether such items were deposited or transferred prepetition or postpetition and regardless of whether the returned items relate to prepetition or postpetition items or transfers.

10. Each of the Cash Management Banks is authorized to debit the Debtors' accounts in the ordinary course and without further order of this Court on account of: (a) all checks drawn on the Debtors' accounts that have been cashed at such banks' counters or exchanged for cashier's or official checks by the payees thereof prior to the Petition Date; (b) all bank fees and costs in connection with any checks or other items deposited in one of the Debtors' accounts with such bank prior to the Petition Date, which have been dishonored or returned unpaid for any reason, to the same extent the Debtors were responsible for such items prior to the Petition Date; and (c) all undisputed prepetition amounts outstanding as of the date hereof, if any, owned to any bank as to service charges for the maintenance of the Cash Management Systems.

11. Any bank, including a Cash Management Bank, may rely upon the representations of the Debtors with respect to whether any check, draft, wire, or other transfer drawn or issued by

the Debtors prior to the Petition Date should be honored pursuant to any order of this Court, and no bank that honors a prepetition check or other item drawn on any account that is the subject of this Interim Order (a) at the direction of the Debtors, (b) in a good-faith belief that this Court has authorized such prepetition check or item to be honored, or (c) as a result of an innocent mistake made despite implementation of customary item handling procedures, shall be deemed to be nor shall be liable to the Debtors, their estates, or any other party on account of such prepetition check or other item being honored postpetition, or otherwise deemed to be in violation of this Interim Order.

12. Any and all banks, including the Cash Management Banks, are further authorized to (a) honor the Debtors' directions with respect to the opening and closing of any Bank Account and (b) accept and hold the Debtors' funds in accordance with the Debtors' instructions; *provided* that the Cash Management Banks shall not have any liability to any party for relying on such representations to the extent such reliance otherwise complies with applicable law.

13. The Debtors are authorized to open any new Bank Accounts or close any existing Bank Accounts as they may deem necessary and appropriate, *provided* that: (a) any new account is with a bank that (i) is insured with the Federal Deposit Insurance Corporation or the Federal Savings and Loan Insurance Corporation, (ii) is designated as an authorized depository by the U.S. Trustee pursuant to the U.S. Trustee's Operating Guidelines and Reporting Requirements for Debtors in Possession and Trustees, (iii) is not prohibited by any DIP Order, with respect to opening any new bank accounts, and (iv) any such bank agrees to be bound by the terms of this Interim Order; (b) the Debtors obtain the prior written consent of the agents under the prepetition secured facilities and the DIP Agent; and (c) the Debtors provide notice to the U.S. Trustee, any statutory committee appointed in these cases, counsel to the agents under the Debtors' prepetition

secured facilities, and counsel to the DIP Agent, of the opening or closing of any such account, or any changes in Cash Management Systems.

14. Nothing contained herein shall permit any Cash Management Bank to terminate any cash management services without 30 days prior written notice to the Debtors, U.S. Trustee, counsel to the Prepetition ABL Agent and the DIP Agent, and any official committee appointed in these chapter 11 cases.

15. The requirement to establish a separate account for tax payments is hereby waived.

16. Notwithstanding anything to the contrary set forth herein, the Debtors are authorized, but not directed, to enter into and engage in the Intercompany Transactions and to take any actions related thereto on the same terms as, and materially consistent with, the Debtors' operation of the business in the ordinary course, and *provided* that they are not prohibited or restricted by the terms of any interim or final DIP Order (as defined below).

17. All postpetition Intercompany Transactions between Debtors are hereby accorded administrative expense priority status, subject to paragraph 17 hereof. The Debtors shall continue to maintain current records with respect to all transfers, including but not limited to, all Intercompany Transactions, so that all transactions may be readily ascertained, traced, and properly recorded on intercompany accounts, and shall provide such records upon request to the U.S. Trustee, any statutory committee appointed in these chapter 11 cases, the agents under the Debtors' prepetition secured facilities, the DIP Agent, and each counsel thereto; *provided* that such records shall distinguish between prepetition and postpetition transactions. For the avoidance of doubt, the relief granted in this Interim Order with respect to the postpetition Intercompany Transactions and the Intercompany Balances resulting therefrom shall not constitute a finding as to the validity, priority, or status of any prepetition Intercompany Balance or any Intercompany

Transaction(s) from which such Intercompany Balance may have arisen, the Debtors stipulate that they do not take a position with regard to the validity, priority, or status of any prepetition Intercompany Balance or any Intercompany Transaction(s) from which such Intercompany Balance may have arisen, and the right of any party to contest the validity, priority, or status of any prepetition Intercompany Balance or any Intercompany Transaction(s) from which such Intercompany Balance may have arisen is expressly reserved.

18. Nothing contained in the Motion or this Interim Order shall be construed to (a) create or perfect, in favor of any person or entity, any interest in cash of a Debtor that did not exist as of the Petition Date or (b) alter or impair any security interest or perfection thereof, in favor of any person or entity, that existed as of the Petition Date.

19. Notwithstanding the Debtors' use of consolidated cash management systems, the Debtors shall calculate quarterly fees under 28 U.S.C. § 1930(a)(6) based on the disbursements of each Debtor, regardless of which entity pays those disbursements.

20. The banks and financial institutions on which checks were drawn or electronic fund transfer requests made in payment of the prepetition obligations approved herein are authorized to receive, process, honor, and pay all such checks and electronic fund transfer requests when presented for payment, and all such banks and financial institutions are authorized to rely on the Debtors' designation of any particular check or electronic fund transfer requests as approved by this Interim Order.

21. Notwithstanding anything to the contrary in this Interim Order, any payment made or action taken by any of the Debtors pursuant to the authority granted in this Interim 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 Interim Order, the terms of the DIP Order shall control.

22. Notwithstanding the relief granted in this Interim Order and any actions taken pursuant to such relief, nothing in this Interim 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 Interim 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 Interim 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.

23. 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 amounts to be paid hereunder.

24. As soon as practicable after entry of this Interim Order, the Debtors shall serve a copy of this Interim Order on the Cash Management Banks.

25. The contents of the Motion satisfy the requirements of Bankruptcy Rule 6003(b).

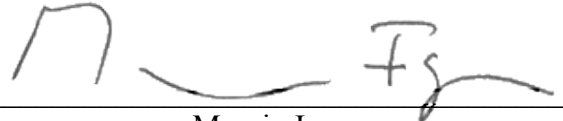
26. Notice of the Motion satisfies the requirements of Bankruptcy Rule 6004(a) and the Bankruptcy Local Rules are satisfied by such notice.

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

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

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

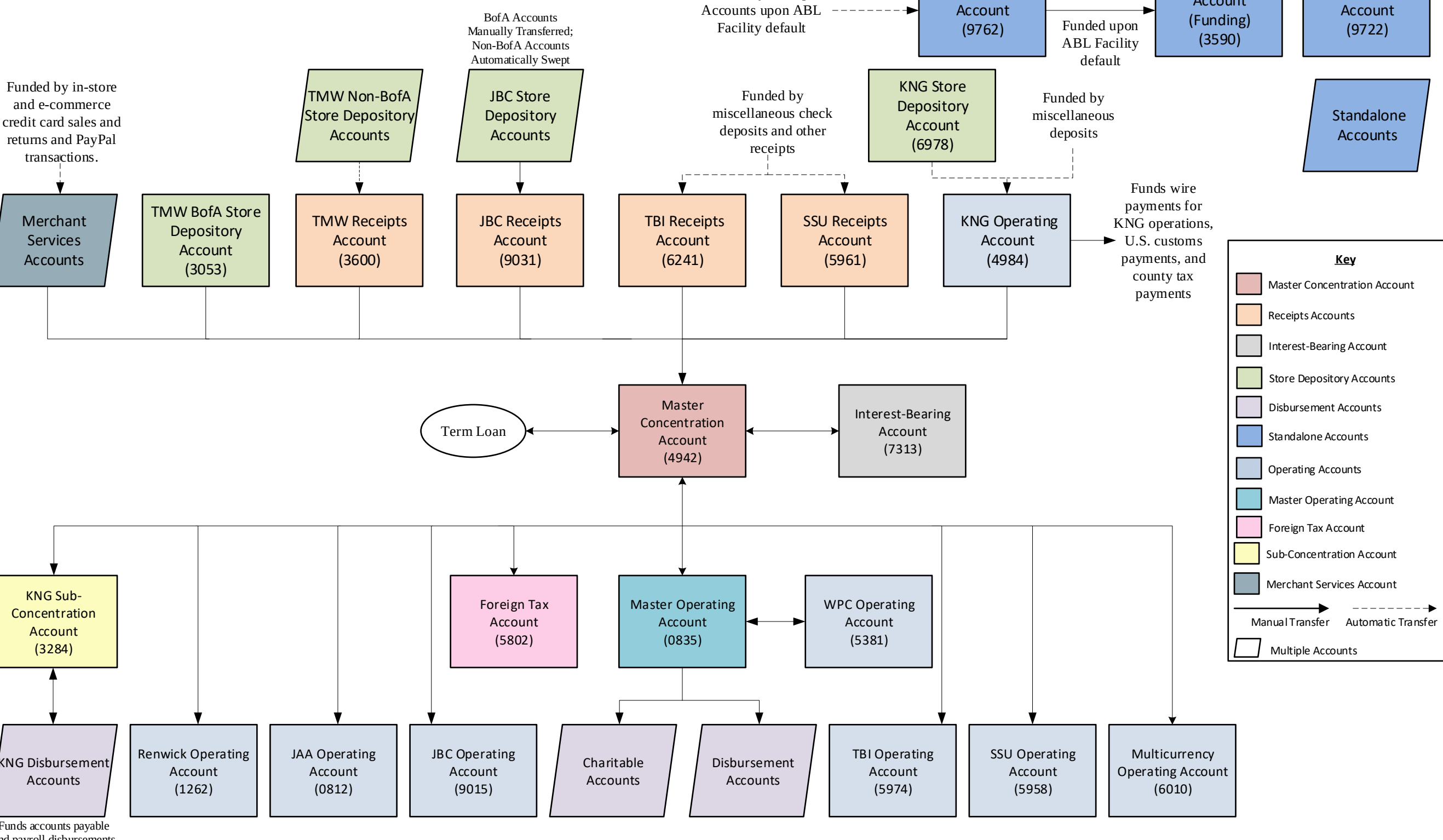
Signed: August 03, 2020

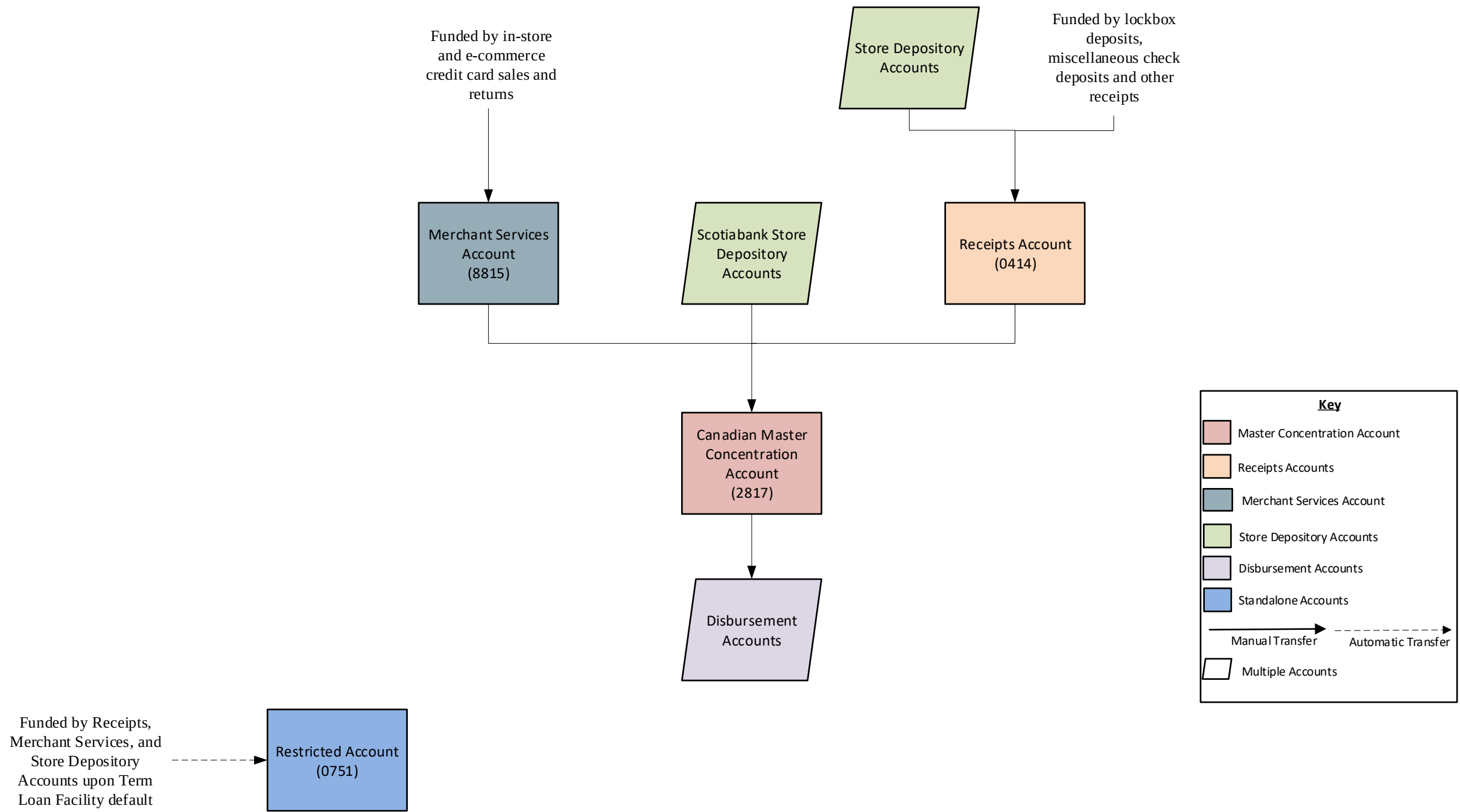


Marvin Isgur
United States Bankruptcy Judge

Annex 1

Cash Management Systems Schematics





Annex 2**Bank Accounts**

No.	Entity	Bank Name	Last Four Digits of Account No.	Account Type	DACA?
1	JA Apparel Corp.	Bank Of America	1882	Standalone Account	N
2	JA Apparel Corp.	Bank Of America	6780	Merchant Services Account	N
3	JA Apparel Corp.	Bank Of America	0812	Operating Account	N
4	TB Worldwide Purchasing Co.	Bank of America	5381	Operating	N
5	Jos. A. Bank Clothiers, Inc.	Bank Of America	6750	Store Depository Account	Y
6	Jos. A. Bank Clothiers, Inc.	Bank Of America	9028	Merchant Services Account	Y
7	Jos. A. Bank Clothiers, Inc.	Bank Of America	9015	Operating Account	N
8	Jos. A. Bank Clothiers, Inc.	Bank Of America	9031	Receipts Account	Y
9	Jos. A. Bank Clothiers, Inc.	BB&T	1413	Store Depository Account	N
10	Jos. A. Bank Clothiers, Inc.	BBVA Compass	5091	Store Depository Account	N
11	Jos. A. Bank Clothiers, Inc.	Fifth Third	4544	Store Depository Account	N
12	Jos. A. Bank Clothiers, Inc.	JPMorgan Chase	5203	Store Depository Account	N
13	Jos. A. Bank Clothiers, Inc.	Key Bank	1787	Store Depository Account	N
14	Jos. A. Bank Clothiers, Inc.	M&T Bank	4286	Store Depository Account	N
15	Jos. A. Bank Clothiers, Inc.	PNC Bank	0275	Store Depository Account	N
16	Jos. A. Bank Clothiers, Inc.	Regions Bank	2665	Store Depository Account	N
17	Jos. A. Bank Clothiers, Inc.	TD Bank	5063	Store Depository Account	N
18	Jos. A. Bank Clothiers, Inc.	U.S. Bank	9441	Store Depository Account	N
19	Jos. A. Bank Clothiers, Inc.	Wells Fargo	1077	Store Depository Account	N
20	K&G Men's Company Inc.	Bank Of America	5103	Disbursement Account	N
21	K&G Men's Company Inc.	Bank Of America	3297	Disbursement Account	N
22	K&G Men's Company Inc.	Bank Of America	3284	Sub-Concentration Account	N
23	K&G Men's Company Inc.	Bank Of America	4984	Operating Account	N
24	K&G Men's Company Inc.	Bank Of America	3307	Disbursement Account	N
25	K&G Men's Company Inc.	Bank Of America	1178	Merchant Services Account	N
26	K&G Men's Company Inc.	Bank Of America	5111	Disbursement Account	N
27	K&G Men's Company Inc.	Fifth Third	6978	Store Depository Account	N
28	Nashawena Mills Corp.	Bank Of America	5907	Standalone Account	N
29	Renwick Technologies	Bank Of America	1262	Operating Account	N
30	Tailored Shared Services	Bank Of America	5958	Operating Account	N
31	Tailored Shared Services	Bank Of America	5961	Receipts Account	Y
32	Tailored Brands Inc.	Bank Of America	5974	Operating Account	N
33	Tailored Brands Inc.	Bank Of America	6241	Receipts Account	N
34	The Men's Wearhouse, Inc.	Bank Of America	4942	U.S. Master Concentration Account	Y
35	The Men's Wearhouse, Inc.	Bank Of America	6010	Multicurrency Operating Account	N
36	The Men's Wearhouse, Inc.	Bank Of America	3600	Receipts Account	Y
37	The Men's Wearhouse, Inc.	Bank Of America	3053	Store Depository Account	Y
38	The Men's Wearhouse, Inc.	Bank Of America	3590	Standalone Account	N
39	The Men's Wearhouse, Inc.	Bank Of America	1110	Merchant Services Account	Y
40	The Men's Wearhouse, Inc.	Bank Of America	1123	Merchant Services Account	Y
41	The Men's Wearhouse, Inc.	Bank Of America	2871	Disbursement Account	N
42	The Men's Wearhouse, Inc.	Bank Of America	4463	Disbursement Account	N
43	The Men's Wearhouse, Inc.	Bank Of America	2905	Disbursement Account	N
44	The Men's Wearhouse, Inc.	Bank Of America	4447	Disbursement Account	N
45	The Men's Wearhouse, Inc.	Bank Of America	4450	Disbursement Account	N

No.	Entity	Bank Name	Last Four Digits of Account No.	Account Type	DACA?
46	The Men's Wearhouse, Inc.	Bank Of America	0835	U.S. Master Operating Account	N
47	The Men's Wearhouse, Inc.	Bank Of America	2559	Standalone Account	N
48	The Men's Wearhouse, Inc.	Bank Of Hawaii	5567	Store Depository Account	N
49	The Men's Wearhouse, Inc.	BB&T	1391	Store Depository Account	N
50	The Men's Wearhouse, Inc.	Fifth Third	9738	Store Depository Account	N
51	The Men's Wearhouse, Inc.	HSBC	9585	Store Depository Account	N
52	The Men's Wearhouse, Inc.	JPMorgan Chase	9722	Restricted Account	Y
53	The Men's Wearhouse, Inc.	JPMorgan Chase	9762	Restricted Account	Y
54	The Men's Wearhouse, Inc.	JPMorgan Chase	3698	Store Depository Account	N
55	The Men's Wearhouse, Inc.	Key Bank	2689	Store Depository Account	N
56	The Men's Wearhouse, Inc.	PNC Bank	5202	Store Depository Account	N
57	The Men's Wearhouse, Inc.	Regions Bank	4418	Store Depository Account	N
58	The Men's Wearhouse, Inc.	U.S. Bank	1130	Store Depository Account	N
59	The Men's Wearhouse, Inc.	Wells Fargo	0476	Store Depository Account	N
60	The Men's Wearhouse, Inc.	TD Bank	1533	Store Depository Account	N
61	The Men's Wearhouse, Inc.	Bank of America	7313	Interest-Bearing Account	Y
62	The Men's Wearhouse, Inc.	Bank Of America	3689	Standalone Account	N
63	The Men's Wearhouse, Inc.	Bank Of America	7755	Standalone Account	N
64	The Men's Wearhouse, Inc.	Bank Of America	4102	Standalone Account	N
65	Moore's the Suit People Corp.	Bank of Montreal	0521	Store Depository Account	N
66	Moore's the Suit People Corp.	CIBC	7119	Store Depository Account	N
67	Moore's the Suit People Corp.	JPMorgan Chase	0751	Restricted Account	Y
68	Moore's the Suit People Corp.	RBC	6253	Store Depository Account	N
69	Moore's the Suit People Corp.	Scotiabank	2418	Disbursement Account	N
70	Moore's the Suit People Corp.	Scotiabank	2612	Store Depository Account	Y
71	Moore's the Suit People Corp.	Scotiabank	2817	Canadian Master Concentration Account	N
72	Moore's the Suit People Corp.	Scotiabank	8815	Merchant Services Account	Y
73	Moore's the Suit People Corp.	Scotiabank	5914	Disbursement Account	N
74	Moore's the Suit People Corp.	Scotiabank	6015	Disbursement Account	N
75	Moore's the Suit People Corp.	Scotiabank	0414	Receipts Account	Y
76	Moore's the Suit People Corp.	Scotiabank	9912	Disbursement Account	N
77	Moore's Retail Group Corp.	TD Canada Trust	3655	Disbursement Account	N
78	TB UK Holding Limited	Bank of America	5802	Foreign Tax Account	N

TAB U

***Debtors' Emergency Motion Seeking Entry of Interim and
Final Orders Authorizing the Debtors to Maintain and
Administer Their Existing Customer Programs and Honor
Certain Prepetition Obligations Related Thereto***

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

In re:

TAILORED BRANDS, INC., *et al.*,¹

Debtors.

)
) Chapter 11
)
) Case No. 20-33900 (MI)
)
) (Joint Administration Requested)
) (Emergency Hearing Requested)

**DEBTORS' EMERGENCY MOTION
SEEKING ENTRY OF INTERIM AND FINAL
ORDERS AUTHORIZING THE DEBTORS TO MAINTAIN
AND ADMINISTER THEIR EXISTING CUSTOMER PROGRAMS
AND HONOR CERTAIN PREPETITION OBLIGATIONS RELATED THERETO**

EMERGENCY RELIEF HAS BEEN REQUESTED. A HEARING WILL BE CONDUCTED ON THIS MATTER ON AUGUST 3 2020 AT 4:30 P.M. (CENTRAL TIME) IN COURTROOM 404, 4TH FLOOR, 515 RUSK STREET, HOUSTON, TEXAS 77002. IF YOU OBJECT TO THE RELIEF REQUESTED OR YOU BELIEVE THAT EMERGENCY CONSIDERATION IS NOT WARRANTED, YOU MUST EITHER APPEAR AT THE HEARING OR FILE A WRITTEN RESPONSE PRIOR TO THE HEARING. OTHERWISE, THE COURT MAY TREAT THE PLEADING AS UNOPPOSED AND GRANT THE RELIEF REQUESTED.

RELIEF IS REQUESTED NOT LATER THAN AUGUST 3, 2020.

PLEASE NOTE THAT ON MARCH 24, 2020, THROUGH THE ENTRY OF GENERAL ORDER 2020-10, THE COURT INVOKED THE PROTOCOL FOR EMERGENCY PUBLIC HEALTH OR SAFETY CONDITIONS.

IT IS ANTICIPATED THAT ALL PERSONS WILL APPEAR TELEPHONICALLY AND ALSO MAY APPEAR VIA VIDEO AT THIS HEARING.

AUDIO COMMUNICATION WILL BE BY USE OF THE COURT'S DIAL-IN FACILITY. YOU MAY ACCESS THE FACILITY AT (832) 917-1510. YOU WILL BE RESPONSIBLE FOR YOUR OWN LONG-DISTANCE CHARGES. ONCE CONNECTED, YOU WILL BE ASKED TO ENTER THE CONFERENCE ROOM NUMBER. JUDGE ISGUR'S CONFERENCE ROOM NUMBER IS 954554.

YOU MAY VIEW VIDEO VIA GOTOMEETING. TO USE GOTOMEETING, THE COURT RECOMMENDS THAT YOU DOWNLOAD THE FREE GOTOMEETING APPLICATION. TO CONNECT, YOU SHOULD ENTER THE MEETING CODE "JUDGEISGUR" IN THE GOTOMEETING APP OR CLICK THE LINK ON JUDGE ISGUR'S HOME PAGE ON THE SOUTHERN DISTRICT OF TEXAS WEBSITE. ONCE CONNECTED, CLICK THE SETTINGS ICON IN THE UPPER RIGHT CORNER AND ENTER YOUR NAME UNDER THE PERSONAL INFORMATION SETTING.

HEARING APPEARANCES MUST BE MADE ELECTRONICALLY IN ADVANCE OF THE HEARING. TO MAKE YOUR ELECTRONIC APPEARANCE, GO TO THE SOUTHERN DISTRICT OF TEXAS WEBSITE AND SELECT "BANKRUPTCY COURT" FROM THE TOP

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.

MENU. SELECT “JUDGES’ PROCEDURES & SCHEDULES,” THEN “VIEW HOME PAGE” FOR JUDGE ISGURJ. UNDER “ELECTRONIC APPEARANCE” SELECT “CLICK HERE TO SUBMIT ELECTRONIC APPEARANCE”. SELECT “TAILORED BRANDS, INC. ET AL.”, COMPLETE THE REQUIRED FIELDS AND CLICK “SUBMIT” TO COMPLETE YOUR APPEARANCE.

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 interim and final orders, substantially in the forms attached hereto (respectively, the “Interim Order” and “Final Order”): (a) authorizing the Debtors to maintain and administer their customer-related programs (collectively and as described herein, the “Customer Programs”) as described in this Motion and honor certain prepetition obligations related thereto; and (b) granting related relief.

2. The Debtors also request that the Court schedule a final hearing within 21 days of the commencement of these chapter 11 cases, or as soon thereafter as is convenient for the Court, to consider approval of this Motion on a final basis.

Jurisdiction and Venue

3. 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.

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

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.

5. The bases for the relief requested herein are sections 105(a) and 363(b) of the Bankruptcy Code, Bankruptcy Rule 6003, and rule 9013-1(b) of the Bankruptcy Local Rules for the Southern District of Texas (the “Bankruptcy Local Rules”).

Background

6. 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.

7. 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.

Description of Customer Programs³

8. The Debtors have historically provided certain incentives, coupons, discounts, and accommodations to their customers to attract and maintain positive customer relationships. The Customer Programs promote customer satisfaction and inure to the goodwill of the Debtors’

³ Although this Motion is intended to be comprehensive, the Debtors may have inadvertently omitted some Customer Programs. The Debtors request relief with respect to all Customer Programs, regardless of whether such Customer Program is specifically identified herein.

business and the value of their brands. Maintaining the goodwill of their customers is critical to the Debtors' ongoing operations in these chapter 11 cases and is necessary to maximize value for the benefit of all of the Debtors' stakeholders.

9. From time to time, the Debtors issue credits, adjustments, discounts, or other similar obligations to their customers, the vast majority of which *do not* entail the expenditure of cash. The Debtors do not accrue these amounts in their books and records but, rather, issue them as the need may arise in the ordinary course of business.

10. Although the vast majority of the Debtors' obligations to customers do not entail the expenditure of cash, the COVID-19 pandemic has necessitated certain cash deposit returns (the "Cash Deposit Returns") upon the reopening of the Debtors' retail store locations related to custom and rental product cancellations. As of the Petition Date, the Debtors estimate approximately \$24.5 million in Cash Deposit Returns outstanding as a result of COVID-19 cancellations.

I. The Refund and Exchange Program.

11. Pursuant to the Debtors' refund and exchange program (the "Refund and Exchange Program"), the Debtors allow their customers to return or exchange purchased merchandise at (i) The Men's Wearhouse, Inc. ("Men's Wearhouse"), Jos. A. Bank Clothiers, Inc. ("Jos. A. Banks"), and Moores the Suit People, Inc. ("Moores") within 90 days from the original date of purchase, and (ii) K&G Men's Company Inc. ("K&G") within 30 days from the original date of purchase, so long as it is returned in saleable condition, with tags attached and accompanied by the original receipt or packing slip, as applicable.⁴ Pursuant to the Refund and Exchange

⁴ Select items, including sale merchandise, clearance items, and gift cards and e-gift cards are final sale items that cannot be returned or exchanged, unless required by law. Returns of custom orders may be subject to separate terms, provided at the time of such custom order placement.

Program, customers are typically refunded the full purchase price of a returned item in the manner in which they purchased it.⁵ Further, the Refund and Exchange Policy may be modified on a case-by-case basis at the store level to ensure customer satisfaction. Programs like the Refund and Exchange Policy are common in the retail industry, and similar programs are used by the Debtors' competitors.

12. Maintaining the Refund and Exchange Program is critical to maintaining the goodwill of the Debtors' customer base. Without the Refund and Exchange Program, current and potential customers may be unwilling to shop at the Debtors' stores or on their e-commerce platform, which may lead to a potentially significant decline in revenues to the ultimate detriment of the Debtors' estates. The Debtors desire to continue honoring their prepetition and postpetition obligations in connection with the Refund and Exchange Program in a manner consistent with their past practices.

II. The Credit Card Program.

13. Historically, the Debtors offered their customers an opportunity to participate in a branded credit card program (the "Credit Card Program"), which entitled holders of the credit cards (the "Credit Cards") to receive rewards points through the Perfect Fit Program (as defined herein) and through their use of the Credit Cards.⁶ Credit Cards could be used, and accrued points, at any of the Debtors' Men's Wearhouse, Men's Wearhouse and Tux, and Men's Wearhouse Outlet (collectively, the "Men's Wearhouse Brands") brick and mortar locations and e-commerce

⁵ Any refunds over \$100 for checks and \$200 for cash or debit purchases at K&G which could not be refunded to the original card are paid via a check issued from the Debtors' corporate offices. Any refunds over \$50 for non-credit or debit card purchases at Moores which could not be refunded to the original card are paid via a check issued from the Debtors' corporate offices.

⁶ Holders of Credit Cards are automatically enrolled in the Men's Wearhouse Perfect Fit Program, which is discussed in further detail below.

websites. In fiscal year 2019, the Debtors generated \$14 million in revenue through the proprietary Credit Card Program. In order to administer the Credit Card Program, the Debtors contracted with Synchrony Bank (“Synchrony”) to provide services for the Credit Card Program. Synchrony made payments to the Debtors based on the sales transacted through the Credit Card Program and for marketing and servicing activities that the Debtors provide to Synchrony.

14. Beginning in February 2020, the Debtors began the process of winding down the Credit Card Program and all Credit Card use ceased as of July 5, 2020. Accordingly, the Debtors seek authorization to continue to wind down the Credit Card Program and to honor all of the Debtors’ obligations related thereto in a manner consistent with past practices.

III. Customer Rewards Programs.

A. The Perfect Fit Program and Bank Account Program.

15. The Debtors offer customers the opportunity to participate in the Customer Rewards Programs (as defined herein). Customers may enroll in the Customer Rewards Programs online or in any store. Customers receive discounts, special promotions, and other benefits pursuant to the Debtors’ “Perfect Fit” rewards program at Men’s Wearhouse, The Men’s Wearhouse and Tux, and Moores (the “Perfect Fit Program”) and the Debtors’ “Bank Account” rewards program at Jos. A. Bank (the “Bank Account Program”). Perfect Fit Program and Bank Account Program members earn one rewards point for every dollar spent in store or online, regardless of the method of payment, on the purchase of merchandise, layaways, alterations, and tuxedo rentals. For every 500 rewards points earned, members receive a \$50 rewards certificate (the “Rewards Certificates”). Subject to certain exclusions, Rewards Certificates may be redeemed in store or online. Rewards Certificates expire six months after issuance. As of the Petition Date, there is approximately \$23 million in Rewards Certificates currently outstanding.

16. The Debtors also give Perfect Fit Program and Bank Account Program members birthday coupons, tuxedo rental discounts, free shipping on all online orders, double point shopping days during specific periods throughout the year, and other Perfect Fit Program and Bank Account Program member exclusive offers.⁷

B. The KNG Program.

17. Customers also receive discounts, special promotions, and other benefits pursuant to the Debtors' rewards program at K&G (the "KNG Program" and, collectively with the Perfect Fit Program and Bank Account Program, the "Customer Rewards Programs"). KNG Program members receive: (a) a twenty percent discount after the first purchase; (b) a fifteen percent discount after the second purchase; and (c) a \$10 discount off of purchases of \$75 or more after three or more purchases (the "Discount Certificates").

18. The Debtors believe that continuing the Customer Rewards Programs is essential to maintaining customer relationships, driving sales, and is critically important to the Debtors' reputation. The Debtors seek approval to continue the Customer Rewards Programs and to honor all prepetition and postpetition customer obligations related thereto in a manner consistent with their past practices.

IV. The Gift Card Program.

19. The Debtors maintain a program (the "Gift Card Program") pursuant to which their customers can purchase physical, pre-paid, non-expiring gift cards in various denominations, between \$25 and \$1,000 (collectively, the "Gift Cards"). The Gift Cards can then be redeemed in store or across the Debtors' e-commerce platform for merchandise at a later date. The Debtors sell the Gift Cards to their customers in their retail stores and online.

⁷ Moores Perfect Fit Customer Program members do not receive free shipping or double point shopping days.

20. The Debtors estimate that as of the Petition Date, approximately \$72 million in issued Gift Cards are outstanding. Based on historical redemption rates and breakage, however, the Debtors estimate the value of outstanding Gift Cards to be approximately \$27 million as of the Petition Date. By this Motion, the Debtors seek authorization, but not direction, to, in a manner consistent with their past practices, (a) honor all Gift Cards purchased by or issued to customers prior to the Petition Date and (b) continue the Gift Cards Program in the ordinary course of business after the Petition Date.

V. The Sales Promotions, Coupons, and Free Shipping.

21. The Debtors occasionally conduct sales promotions both online and at selected stores (the “Sales Promotions”). The Sales Promotions consist of clearance discounts, seasonal discounts, and other promotions. The Debtors also issue coupons for discounts on future purchases (the “Coupons”) which can be presented by customers at the time of purchase of goods at the Debtors’ retail stores or online on the Debtors’ e-commerce platform. A customer does not need to be a member of any of the Debtors’ loyalty programs to utilize the Coupons. The Debtors also provide free shipping for: (a) e-commerce purchases of \$50 or more at Jos. A. Bank; (b) e-commerce purchases of \$99 or more at Men’s Wearhouse; and (c) certain Customer Rewards Program members with no minimum purchase requirement (collectively, the “Free Shipping”).⁸ Importantly, the Sales Promotions, Coupons, and Free Shipping programs involve no cash outlay. By this Motion, the Debtors seek authorization, but not direction, to honor the Sales Promotions, Coupons, and Free Shipping in a manner consistent with their past practices and to honor all customer obligations related thereto in the ordinary course of business.

⁸ Moores Perfect Fit and KNG Customer Program members do not receive free shipping.

VI. Charity Donation Programs.

22. In the ordinary course of business, the Debtors participate in four charity donation programs (collectively, the “Charity Donation Programs”). **First**, once a year, the Debtors accept charitable donations from customers at the point of sale at stores on behalf of various charitable organizations. The Debtors then contribute these collected customer donations to the applicable charity. **Second**, the Debtors routinely donate certain inventory to various 501(c)(3) nonprofit organizations. **Third**, the Debtors contribute a percentage of sales revenue from certain clothing lines to Hire Heroes USA, a nonprofit partner. **Fourth**, the Debtors contribute the sales revenue from certain sample sales held throughout the year to the Willie Lopez Foundation, a nonprofit organization administered and funded primarily by the Debtors’ employees to assist other employees in financial emergencies.

23. Pursuant to certain licensing agreements with (i) Kenneth Cole Productions (LIC), LLC and Kenneth Cole Productions, Inc. and (ii) NHL Enterprises, L.P. and NHL Enterprises Canada, L.P. (collectively, the “Licensing Agreements”), the Debtors are required to remit certain amounts as and for charitable donations. As of the Petition Date, the Debtors owe approximately \$535,000 in connection with such required charitable donations.

24. By this Motion, the Debtors request authorization, but not direction, to continue the Charity Donation Programs and to honor all customer and Debtor obligations related thereto, including the collection and distribution of the donations in the ordinary course of business.

VII. Credit Card and Other Payment Processors.

25. In addition to cash, the Debtors accept the following methods of payment from customers at in-store and online points of sale: (i) checks; (ii) debit cards; (iii) Visa, MasterCard, Discover, and American Express credit cards; (iv) PayPal; and (v) Apple Pay

(collectively, the “Non-Cash Payments”).⁹ To process the Non-Cash Payments, the Debtors are party to an agreement with SunTrust Merchant Services (“SunTrust”) for merchant services in the U.S. (the “SunTrust Agreement”) and an agreement with Chase Paymentech Solutions (together, with Suntrust, the “Payment Processing Providers”) for merchant services in Canada (the “Chase Agreement and, together with the SunTrust Agreement, the “Payment Processing Agreements”). Pursuant to the Payment Processing Agreements, the Debtors generally receive the net customer sales less any Chargebacks (as defined herein), returns, and processing fees charged. The processing fees charged by each company vary but are in the range of 0.02 to 2.61 percent (the “Processing Fees”). The fees owing to the Payment Processing Providers are set off from the funds that are remitted to the Debtors on account of the Non-Cash Payments on a daily basis.

26. When customers either return merchandise to the Debtors following a purchase made by Non-Cash Payment or dispute charges with the Payment Processing Providers, the Debtors may be obligated to refund to the applicable Payment Processing Provider the purchase price of the returned or disputed merchandise, subject to certain adjustments (collectively, “Chargebacks,” and, together with the Processing Fees, the “Processing Obligations”). Generally, Chargebacks are satisfied by netting the amount charged against pending payments owed by a Payment Processing Provider to the Debtors. On March 30, 2020, the Debtors received a notice from SunTrust regarding a required reserve in the amount of \$2.2 million to cover Chargebacks, which was to be funded by withholding 50 percent of all Men’s Wearhouse e-commerce credit card proceeds up to the agreed-upon amount generated between April 3, 2020 and April 30, 2020. On June 2, 2020, the Debtors received written confirmation from SunTrust that the reserve had been met; however, on July 10, 2020, the Debtors received an additional letter from SunTrust

⁹ Acceptable forms of Non-Cash Payments differ between the Debtors’ brands.

regarding increasing the reserve to \$4.2 million due to contingent liability concerns. Thus, SunTrust imposed an additional reserve beginning on July 15, 2020, which is to be funded by withholding 50 percent of all of the Men's Wearhouse and Jos A. Bank e-commerce credit card proceeds up to the agreed-amount amount until the reserve is fully funded. It is possible that certain Processing Obligations incurred by the Debtors immediately prior to the Petition Date may not have been fully netted out against any pending payments received by the Debtors prior to the Petition Date.

27. The Debtors' continued acceptance of Non-Cash Payments is essential to the operation of the Debtors' business because the majority of the Debtors' sales—indeed, the majority of all retail sales—are made using Non-Cash Payments. Requiring all purchases to be made in cash would have a severe negative effect on the Debtors' ongoing operations and effectively eliminate the Debtors' ability to continue and expand their vital e-commerce platform, the cost of which would be borne by their estates. To avoid disrupting these vital payment processing services, the Debtors seek authority to continue paying the Processing Obligations in the ordinary course of their business pursuant to the terms of the Payment Agreements and request that the Court authorize the Payment Processing Providers to continue to set off the Processing Obligations against amounts remitted to the Debtors, whether arising before or after the Petition Date, in a manner consistent with past practices.

Basis for Relief

I. Continuing to Honor Customer Programs in the Ordinary Course Is Warranted Under Sections 105(a), 363(b), and 363(c) of the Bankruptcy Code.

28. Section 363(c) of the Bankruptcy Code authorizes a debtor in possession to use property of the estate in the ordinary course of business without notice or a hearing. Consequently, the postpetition continuation, renewal, and replacement of obligations under the Customer

Programs in the ordinary course of business is likely permitted by sections 363(c), 1107(a), and 1108 of the Bankruptcy Code, without further application to the Court. Out of an abundance of caution, however, the Debtors request the relief described herein.

29. Payment of prepetition obligations is appropriate where necessary to protect and preserve the estate, including an operating business's going-concern value. *See, e.g., In re CoServ, L.L.C.*, 273 B.R. 487, 497 (Bankr. N.D. Tex. 2002); *see also In re Scotia Development, LLC*, No. 07-20027, 2007 WL 2788840, at *1 (Bankr. S.D. Tex. Sept. 21, 2007) (acknowledging the existence of the doctrine of necessity); *In re Ionosphere Clubs, Inc.*, 98 B.R. 174, 175 (Bankr. S.D.N.Y. 1989) ("The ability of a Bankruptcy Court to authorize the payment of pre-petition debt when such payment is needed to facilitate the rehabilitation of the debtor is not a novel concept."). In so doing, these courts acknowledge that several legal theories rooted in sections 105(a) and 363(b) of the Bankruptcy Code support the payment of prepetition claims as provided herein.

30. Pursuant to section 363(b) of the Bankruptcy Code, courts may authorize payment of prepetition obligations where a sound business purpose exists for doing so. *See Ionosphere Clubs*, 98 B.R. at 175 (noting that section 363(b) provides "broad flexibility" to authorize a debtor to honor prepetition claims where supported by an appropriate business justification). Indeed, courts have recognized that there are instances when a debtor's fiduciary duty can "only be fulfilled by the pre-plan satisfaction of a prepetition claim." *CoServ*, 273 B.R. at 497.

31. In addition, courts may authorize payment of prepetition claims in appropriate circumstances based on section 105(a) of the Bankruptcy Code. Section 105(a) codifies the Court's inherent equitable powers to "issue any order, process, or judgment that is necessary or appropriate to carry out the provisions of this title." Under section 105(a), courts may authorize

pre-plan payments of prepetition obligations when essential to the continued operation of a debtor's business. See *In re Just for Feet, Inc.*, 242 B.R. 821, 824 (D. Del. 1999); see also *In re Fin. News Network Inc.*, 134 B.R. 732, 735–36 (Bankr. S.D.N.Y. 1991) (holding that the “doctrine of necessity” stands for the principle that a bankruptcy court may allow pre-plan payments of prepetition obligations where such payments are critical to the debtor's reorganization). Specifically, the Court may use its power under section 105(a) of the Bankruptcy Code to authorize payment of prepetition obligations pursuant to the “necessity of payment” rule (also referred to as the “doctrine of necessity”). *Ionosphere Clubs*, 98 B.R. at 176.

32. The Court can authorize the Debtors to continue the Customer Programs and satisfy prepetition obligations related thereto pursuant to sections 363(b) and 105(a) of the Bankruptcy Code. There can be no doubt that continuing to administer the Customer Programs without interruption during the pendency of these chapter 11 cases is critical to preserve the value of the Debtors' estates. Customers expect and rely on the Customer Programs and may not continue supporting the Debtors' business if the Customer Programs are discontinued. It is incontrovertible that support from the Debtors' customers is essential for go-forward operations.

33. Where, as here, retaining the loyalty and patronage of customers is critical to the success of the Debtors' chapter 11 cases, the substantial benefit conferred on the Debtors' estates by the Customer Programs warrants the Court granting authority to the Debtors to honor the Customer Programs and any of the Debtors' obligations related thereto in the ordinary course of business.

Processing of Checks and Electronic Fund Transfers Should Be Authorized

34. The Debtors have sufficient funds to pay the amounts described in this Motion in the ordinary course of business by virtue of expected cash flows from ongoing business operations and anticipated access to cash collateral and debtor in possession financing. In addition, under the

Debtors' existing cash management system, the Debtors can readily identify checks or wire transfer requests as relating to an authorized payment in respect of the relief requested herein. The Debtors believe that checks or wire transfer requests, other than those relating to authorized payments, will not be honored inadvertently. Therefore, the Debtors respectfully request that the Court authorize and direct all applicable financial institutions, when requested by the Debtors, to receive, process, honor, and pay any and all checks or wire transfer requests in respect of the relief requested in this Motion.

Emergency Consideration

35. The Debtors request emergency consideration of this Motion pursuant to Bankruptcy Rule 6003, which empowers a court to grant relief within the first 21 days after the commencement of a chapter 11 case "to the extent that relief is necessary to avoid immediate and irreparable harm." An immediate and orderly transition into chapter 11 is critical to the viability of their operations and that any delay in granting the relief requested could hinder the Debtors' operations and cause irreparable harm. Failure to receive the requested relief during the first 21 days of these chapter 11 cases would severely disrupt the Debtors' operations at this critical juncture and imperil the Debtors' restructuring. The Debtors have satisfied the "immediate and irreparable harm" standard of Bankruptcy Rule 6003 and request that the Court approve the relief requested in this Motion on an emergency basis.

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

36. 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

37. 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.

38. Notwithstanding the relief granted in this Motion, any payment made (or to be made) by the Debtors pursuant to the authority granted herein shall be subject to the orders authorizing the use of cash collateral, and any cash collateral budget associated therewith.

Notice

39. 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 Payment Processing Providers; and (m) 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.

[Remainder of page intentionally left blank.]

WHEREFORE, the Debtors request that the Court enter the Interim Order and Final Order, grant the relief requested in this Motion, and grant such other and further relief as is appropriate under the circumstances.

Houston, Texas
August 2, 2020

/s/ Matthew D. Cavanaugh

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and Debtors in Possession*

Certificate of Accuracy

I certify that the foregoing statements are true and accurate to the best of my knowledge.
This statement is being made pursuant to Bankruptcy Local Rule 9013-1(i).

/s/ Matthew D. Cavanaugh

Matthew D. Cavanaugh

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. Cavanaugh

Matthew D. Cavanaugh

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

In re:

TAILORED BRANDS, INC., *et al.*,¹

Debtors.

)
) Chapter 11
)
) Case No. 20-33900 (MI)
)
) (Joint Administration Requested)
)
) **Re: Docket No. _____**

**INTERIM ORDER AUTHORIZING THE DEBTORS TO MAINTAIN
AND ADMINISTER THEIR EXISTING CUSTOMER PROGRAMS AND
HONOR CERTAIN PREPETITION OBLIGATIONS RELATED THERETO**

Upon the motion (the “Motion”)² of the above-captioned debtors and debtors in possession (collectively, the “Debtors”) for entry of an interim order (this “Interim Order”) (a) authorizing the Debtors to maintain and administer the Customer Programs and honor certain prepetition obligations related thereto, (b) scheduling a final hearing to consider approval of the Motion on a final basis, and (c) 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 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

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.

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:

1. The final hearing (the "Final Hearing") on the Motion shall be held on _____, 2020, at __:__.m., prevailing Central Time. Any objections or responses to entry of a final order on the Motion shall be filed on or before 4:00 p.m., prevailing Central Time, on _____, 2020. In the event no objections to entry of the Final Order on the Motion are timely received, this Court may enter such Final Order without need for the Final Hearing.

2. The Debtors are authorized, but not directed, to continue to (a) administer the Customer Programs currently in effect and honor, pay, or otherwise satisfy any and all prepetition and postpetition obligations related to the Customer Programs on an interim basis and (b) pay and honor prepetition cash obligations under or related to the Customer Programs in the ordinary course of business in the amounts and categories described in the Motion. In the event the Debtors intend to exceed the category amounts detailed in the Motion, they shall file a notice of the proposed overage and category with the Court.

3. The Debtors are authorized, but not directed, to continue to operate under the Payment Processing Agreements. The Debtors are authorized to pay or reimburse the Payment Processing Providers for the Processing Fees, whether such obligations are incurred prepetition or postpetition, and the Payment Processing Providers are authorized to receive or obtain payment for such Processing Fees, as provided under, and in the manner set forth in, the respective Payment

Processing Agreements, including, without limitation, by way of recoupment or setoff without further order of the Court.

4. The Debtors shall maintain a matrix/schedule of payments, obligation, offsets, credits or reserves (hereafter “Customer Programs Obligations” or “Obligations”) related to the Customer Programs made pursuant to this Interim Order, including the following information: (a) the nature, date, and amount of the Obligations; (b) the category or type of Obligations, as further described and classified in the Motion; and (c) the Debtor or Debtors that made or incurred the Obligation. The Debtors shall provide a copy of such matrix/schedule to the U.S. Trustee and any statutory committee appointed in these chapter 11 cases every other 30 days beginning upon entry of this Interim Order.

5. If the Debtors at any time during these chapter 11 cases cease to honor or choose to terminate the Customer Programs, the Debtors shall file a motion of the same with the Court, and such motion shall provide a ten-day time period for parties to object thereto. Such a motion shall be served upon the Office of the U.S. Trustee, any official committee appointed in these cases, the United States Attorney’s Office for the Southern District of Texas, all State Attorneys General in any State that the Debtors conduct business, any wholesale outlets to whom the Debtors sell gift cards in bulk, and any party filing request for service under Bankruptcy Rule 2002. In addition, the Debtors shall post notice of their intent to cease to honor or terminate the Gift Card Programs on the Debtors' company website and the case website hosted by the Debtors' claims agent in these chapter 11 cases. If no objections are timely raised, the motion shall be granted without need of a hearing.

6. Notwithstanding the relief granted in this Interim Order and any actions taken pursuant to such relief, nothing in this Interim 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 Interim 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 Interim 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. Any payment made pursuant to this Interim Order should not be construed as an admission as to the validity, priority, or amount of any particular claim or a waiver of the Debtors' or any other party in interest's rights to subsequently dispute such claim.

7. Notwithstanding anything to the contrary in this Interim Order, any payment made or action taken by any of the Debtors pursuant to the authority granted in this Interim 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 Interim Order,

the terms of the DIP Order shall control.

8. The banks and financial institutions on which checks were drawn or electronic fund transfer requests made in payment of the prepetition obligations approved herein are authorized to receive, process, honor, and pay all such checks and electronic fund transfer requests when presented for payment, and all such banks and financial institutions are authorized to rely on the Debtors' designation of any particular check or electronic fund transfer requests as approved by this Interim Order without any duty of further inquiry and without liability for following the Debtors' instructions.

9. 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 Customer Programs claims.

10. The contents of the Motion satisfy the requirements of Bankruptcy Rule 6003(b).

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

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

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

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

Dated: _____, 2020
Houston, Texas

UNITED STATES BANKRUPTCY JUDGE

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

In re:

TAILORED BRANDS, INC., *et al.*,¹

Debtors.

)
) Chapter 11
)
) Case No. 20-33900 (MI)
)
) (Joint Administration Requested)
)
) **Re: Docket No. _____**

**FINAL ORDER AUTHORIZING THE DEBTORS TO MAINTAIN
AND ADMINISTER THEIR EXISTING CUSTOMER PROGRAMS AND
HONOR CERTAIN PREPETITION OBLIGATIONS RELATED THERETO**

Upon the motion (the “Motion”)² of the above-captioned debtors and debtors in possession (collectively, the “Debtors”) for entry of a final order (this “Final Order”) (a) authorizing the Debtors to maintain and administer the Customer Programs and honor certain prepetition obligations related thereto 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’

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.

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:

1. The Debtors are authorized, but not directed, to continue to administer the Customer Programs currently in effect and honor, pay, or otherwise satisfy any and all prepetition and postpetition obligations related to the Customer Programs in the ordinary course of business.

2. The Debtors are authorized, but not directed, to continue to operate under the Payment Processing Agreements. The Debtors are authorized to pay or reimburse the Payment Processing Providers for the Processing Fees, whether such obligations are incurred prepetition or postpetition, and the Payment Processing Providers are authorized to receive or obtain payment for such Processing Fees, as provided under, and in the manner set forth in, the respective Payment Processing Agreements, including, without limitation, by way of recoupment or setoff without further order of the Court.

3. The Debtors shall maintain a matrix/schedule of payments, obligation, offsets, credits or reserves (hereafter "Customer Programs Obligations" or "Obligations") related to the Customer Programs made pursuant to this Final Order, including the following information: (a) the nature, date, and amount of the Obligations; (b) the category or type of Obligations, as further described and classified in the Motion; and (c) the Debtor or Debtors that made or incurred the Obligation. The Debtors shall provide a copy of such matrix/schedule to the U.S. Trustee and

any statutory committee appointed in these chapter 11 cases every other 30 days beginning upon entry of this Final Order.

4. If the Debtors at any time during these chapter 11 cases cease to honor or choose to terminate the Customer Programs, the Debtors shall file a motion of the same with the Court, and such motion shall provide a ten-day time period for parties to object thereto. Such a motion shall be served upon the Office of the U.S. Trustee, any official committee appointed in these cases, the United States Attorney's Office for the Southern District of Texas, all State Attorneys General in any State that the Debtors conduct business, any wholesale outlets to whom the Debtors sell gift cards in bulk, and any party filing request for service under Bankruptcy Rule 2002. In addition, the Debtors shall post notice of their intent to cease to honor or terminate the Gift Card Programs on the Debtors' company website and the case website hosted by the Debtors' claims agent in these chapter 11 cases. If no objections are timely raised, the motion shall be granted without need of a hearing.

5. Notwithstanding the relief granted in this Final Order and any actions taken pursuant to such relief, nothing in this Final 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 Final 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 Final 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. Any payment made pursuant to this Order should not be construed as an admission as to the validity, priority, or amount of any particular claim or a waiver of the Debtors' or any other party in interest's rights to subsequently dispute such claim.

6. Notwithstanding anything to the contrary in this Final Order, any payment made or action taken by any of the Debtors pursuant to the authority granted in this Final 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 Final Order, the terms of the DIP Order shall control.

7. The banks and financial institutions on which checks were drawn or electronic fund transfer requests made in payment of the prepetition obligations approved herein are authorized to receive, process, honor, and pay all such checks and electronic fund transfer requests when presented for payment, and all such banks and financial institutions are authorized to rely on the Debtors' designation of any particular check or electronic fund transfer requests as approved by this Final Order without any duty of further inquiry and without liability for following the Debtors' instructions.

8. 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 Customer Programs claims.

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

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

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

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

Dated: _____, 2020
Houston, Texas

UNITED STATES BANKRUPTCY JUDGE

TAB V

***Final Order Authorizing the Debtors to Maintain and
Administer Their Existing Customer Programs and Honor
Certain Prepetition Obligations Related Thereto***



ENTERED
08/03/2020

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

In re:

TAILORED BRANDS, INC., *et al.*,¹

Debtors.

)
) Chapter 11
)
) Case No. 20-33900 (MI)
)
) (Joint Administration Requested)
)
) **Re: Docket No. 3**

**FINAL ORDER AUTHORIZING THE DEBTORS TO MAINTAIN
AND ADMINISTER THEIR EXISTING CUSTOMER PROGRAMS AND
HONOR CERTAIN PREPETITION OBLIGATIONS RELATED THERETO**

Upon the motion (the “Motion”)² of the above-captioned debtors and debtors in possession (collectively, the “Debtors”) for entry of a final order (this “Final Order”) (a) authorizing the Debtors to maintain and administer the Customer Programs and honor certain prepetition obligations related thereto 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’

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.

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:

1. The Debtors are authorized, but not directed, to continue to administer the Customer Programs currently in effect and honor, pay, or otherwise satisfy any and all prepetition and postpetition obligations related to the Customer Programs in the ordinary course of business.

2. The Debtors are authorized, but not directed, to continue to operate under the Payment Processing Agreements. The Debtors are authorized to pay or reimburse the Payment Processing Providers for the Processing Fees, whether such obligations are incurred prepetition or postpetition, and the Payment Processing Providers are authorized to receive or obtain payment for such Processing Fees, as provided under, and in the manner set forth in, the respective Payment Processing Agreements, including, without limitation, by way of recoupment or setoff without further order of the Court.

3. The Debtors shall maintain a matrix/schedule of payments, obligation, offsets, credits or reserves (hereafter "Customer Programs Obligations" or "Obligations") related to the Customer Programs made pursuant to this Final Order, including the following information: (a) the nature, date, and amount of the Obligations; (b) the category or type of Obligations, as further described and classified in the Motion; and (c) the Debtor or Debtors that made or incurred the Obligation. The Debtors shall provide a copy of such matrix/schedule to the U.S. Trustee and

any statutory committee appointed in these chapter 11 cases every other 30 days beginning upon entry of this Final Order.

4. If the Debtors at any time during these chapter 11 cases cease to honor or choose to terminate the Customer Programs, the Debtors shall file a motion of the same with the Court, and such motion shall provide a ten-day time period for parties to object thereto. Such a motion shall be served upon the Office of the U.S. Trustee, any official committee appointed in these cases, the United States Attorney's Office for the Southern District of Texas, all State Attorneys General in any State that the Debtors conduct business, any wholesale outlets to whom the Debtors sell gift cards in bulk, and any party filing request for service under Bankruptcy Rule 2002. In addition, the Debtors shall post notice of their intent to cease to honor or terminate the Gift Card Programs on the Debtors' company website and the case website hosted by the Debtors' claims agent in these chapter 11 cases. If no objections are timely raised, the motion shall be granted without need of a hearing.

5. Notwithstanding the relief granted in this Final Order and any actions taken pursuant to such relief, nothing in this Final 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 Final 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 Final 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. Any payment made pursuant to this Order should not be construed as an admission as to the validity, priority, or amount of any particular claim or a waiver of the Debtors' or any other party in interest's rights to subsequently dispute such claim.

6. Notwithstanding anything to the contrary in this Final Order, any payment made or action taken by any of the Debtors pursuant to the authority granted in this Final 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 Final Order, the terms of the DIP Order shall control.

7. The banks and financial institutions on which checks were drawn or electronic fund transfer requests made in payment of the prepetition obligations approved herein are authorized to receive, process, honor, and pay all such checks and electronic fund transfer requests when presented for payment, and all such banks and financial institutions are authorized to rely on the Debtors' designation of any particular check or electronic fund transfer requests as approved by this Final Order without any duty of further inquiry and without liability for following the Debtors' instructions.

8. 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 Customer Programs claims.

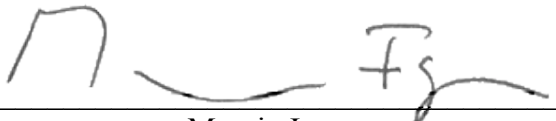
9. Notice of the Motion satisfies the requirements of Bankruptcy Rule 6004(a), and the Bankruptcy Local Rules are satisfied by such notice.

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

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

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

Signed: August 03, 2020



Marvin Isgur
United States Bankruptcy Judge

TAB W

Debtors' Emergency Motion Seeking Entry of Interim and Final Orders (I) Authorizing the Debtors to Obtain Postpetition Financing, (II) Authorizing the Debtors to Use Cash Collateral, (III) Authorizing the Debtors to Obtain Exit Financing, (IV) Granting Liens and Providing Superpriority Administrative Expense Status, (V) Granting Adequate Protection to the Prepetition ABL Secured Parties, (VI) Modifying the Automatic Stay, (VII) Scheduling a Final Hearing, (VII) Scheduling a Final Hearing; and (VIII) Granting Related Relief

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

In re:

TAILORED BRANDS, INC., *et al.*,¹

Debtors.

)
) Chapter 11
)
) Case No. 20-33900 (MI)
)
) (Joint Administration Requested)
) (Emergency Hearing Requested)

**DEBTORS' EMERGENCY MOTION SEEKING
ENTRY OF INTERIM AND FINAL ORDERS
(I) AUTHORIZING THE DEBTORS TO OBTAIN
POSTPETITION FINANCING, (II) AUTHORIZING THE
DEBTORS TO USE CASH COLLATERAL, (III) AUTHORIZING
THE DEBTORS TO OBTAIN EXIT FINANCING, (IV) GRANTING
LIENS AND PROVIDING SUPERPRIORITY ADMINISTRATIVE
EXPENSE STATUS, (V) GRANTING ADEQUATE PROTECTION TO THE
PREPETITION SECURED PARTIES, (VI) MODIFYING THE AUTOMATIC STAY,
(VII) SCHEDULING A FINAL HEARING, AND (VIII) GRANTING RELATED RELIEF**

EMERGENCY RELIEF HAS BEEN REQUESTED. A HEARING WILL BE CONDUCTED ON THIS MATTER ON AUGUST 3, 2020 AT 4:30 P.M. (CENTRAL TIME) IN COURTROOM 404, 4TH FLOOR, 515 RUSK STREET, HOUSTON, TEXAS 77002. IF YOU OBJECT TO THE RELIEF REQUESTED OR YOU BELIEVE THAT EMERGENCY CONSIDERATION IS NOT WARRANTED, YOU MUST EITHER APPEAR AT THE HEARING OR FILE A WRITTEN RESPONSE PRIOR TO THE HEARING. OTHERWISE, THE COURT MAY TREAT THE PLEADING AS UNOPPOSED AND GRANT THE RELIEF REQUESTED.

RELIEF IS REQUESTED NOT LATER THAN AUGUST 3, 2020.

PLEASE NOTE THAT ON MARCH 24, 2020, THROUGH THE ENTRY OF GENERAL ORDER 2020-10, THE COURT INVOKED THE PROTOCOL FOR EMERGENCY PUBLIC HEALTH OR SAFETY CONDITIONS.

IT IS ANTICIPATED THAT ALL PERSONS WILL APPEAR TELEPHONICALLY AND ALSO MAY APPEAR VIA VIDEO AT THIS HEARING.

AUDIO COMMUNICATION WILL BE BY USE OF THE COURT'S DIAL-IN FACILITY. YOU MAY ACCESS THE FACILITY AT (832) 917-1510. YOU WILL BE RESPONSIBLE FOR YOUR OWN LONG-DISTANCE CHARGES. ONCE CONNECTED, YOU WILL BE ASKED TO ENTER THE CONFERENCE ROOM NUMBER. JUDGE ISGUR'S CONFERENCE ROOM NUMBER IS 954554.

YOU MAY VIEW VIDEO VIA GOTOMEETING. TO USE GOTOMEETING, THE COURT RECOMMENDS THAT YOU DOWNLOAD THE FREE GOTOMEETING APPLICATION. TO CONNECT, YOU SHOULD ENTER THE MEETING CODE "JUDGEISGUR" IN 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.

GOTOMEETING APP OR CLICK THE LINK ON JUDGE ISGUR'S HOME PAGE ON THE SOUTHERN DISTRICT OF TEXAS WEBSITE. ONCE CONNECTED, CLICK THE SETTINGS ICON IN THE UPPER RIGHT CORNER AND ENTER YOUR NAME UNDER THE PERSONAL INFORMATION SETTING.

HEARING APPEARANCES MUST BE MADE ELECTRONICALLY IN ADVANCE OF THE HEARING. TO MAKE YOUR ELECTRONIC APPEARANCE, GO TO THE SOUTHERN DISTRICT OF TEXAS WEBSITE AND SELECT "BANKRUPTCY COURT" FROM THE TOP MENU. SELECT "JUDGES' PROCEDURES & SCHEDULES," THEN "VIEW HOME PAGE" FOR JUDGE ISGUR. UNDER "ELECTRONIC APPEARANCE" SELECT "CLICK HERE TO SUBMIT ELECTRONIC APPEARANCE". SELECT "TAILORED BRANDS, INC. ET AL.", COMPLETE THE REQUIRED FIELDS AND CLICK "SUBMIT" TO COMPLETE YOUR APPEARANCE.

The above-captioned debtors and debtors in possession (collectively, the "Debtors")² submit this motion (this "Motion") and in support thereof the Debtors submit the *Declaration of Holly Etlin in Support of Debtors' Emergency Motion Seeking Entry of Interim and Final Orders (I) Authorizing the Debtors to Obtain Postpetition Financing, (II) Authorizing the Debtors to Use Cash Collateral, (III) Authorizing the Debtors to Obtain Exit Financing, (IV) Granting Liens and Providing Superpriority Administrative Expense Status, (V) Granting Adequate Protection to the Prepetition Secured Parties, (VI) Modifying the Automatic Stay, (VII) Scheduling a Final Hearing, and (VIII) Granting Related Relief* (the "Etlin Declaration") and the *Declaration of Jamie Baird in Support of Debtors' Emergency Motion Seeking Entry of Interim and Final Orders (I) Authorizing the Debtors to Obtain Postpetition Financing, (II) Authorizing the Debtors to Use Cash Collateral, (III) Authorizing the Debtors to Obtain Exit Financing, (IV) Granting Liens and Providing Superpriority Administrative Expense Status, (V) Granting Adequate Protection to the Prepetition Secured Parties, (VI) Modifying the Automatic Stay, (VII) Scheduling a Final Hearing, and (VIII) Granting Related Relief* (the "Baird Declaration," and together with the Etlin

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 later herein, in the Interim Order, or in the First Day Declaration, as applicable.

Declaration, the “Declarations”) as well as the First Day Declaration. In support of this Motion, the Debtors contend:

Preliminary Statement

1. In the midst of an unprecedented pandemic exacerbating the disruption in the brick-and-mortar retail industry, the Debtors are pleased to present the Court with this Motion requesting (a) access to a \$500 million senior secured ABL revolving credit facility provided by the Prepetition ABL Lenders, which includes a \$150 million sublimit for the issuance of letters of credit, a “roll-up” of the existing letters of credit issued under the Prepetition ABL Facility, and a refinancing of the outstanding indebtedness under the Prepetition ABL Facility (the “DIP Facility”) and (b) authorization for the immediate (i) use of the cash collateral of the Prepetition ABL Lenders (the “Prepetition ABL Cash Collateral”) and (ii) use of the cash collateral of the Prepetition Term Loan Lenders (the “Prepetition Term Loan Collateral,” and together with the Prepetition ABL Cash Collateral, the “Cash Collateral”) in accordance with the Budget and certain milestones set forth in the Interim Order.

2. The Debtors require immediate access to the DIP Facility and to Cash Collateral. As of the Petition Date, the Debtors do not believe that they have sufficient liquidity to responsibly operate their business and satisfy their obligations to their landlords, employees, customers, suppliers, and vendors that arise from such ordinary course operations, as well as to pay the expenses of these chapter 11 cases (the “Chapter 11 Cases”). As such, the Debtors require immediate access to postpetition financing and the use of Cash Collateral to operate their businesses, preserve value, and avoid irreparable harm

3. The DIP Facility will provide the Debtors will adequate liquidity to support their ongoing restructuring and operational needs. Upon approval of the Interim Order, the Debtors are expected to have approximately \$147 million of total liquidity at the end of the week beginning

August 3, 2020. The DIP Facility will also allow the Debtors to refinance their obligations under the Prepetition ABL Facility by paying down indebtedness outstanding under the Prepetition ABL Facility in full, avoiding additional interest accrual. Furthermore, the DIP Facility contemplates the “roll-up” of the letters of credit issued under the Prepetition ABL Facility, which avoids the need for the Debtors to cash collateralize or otherwise replace, backstop, or adequately protect those obligations at a time when the price for liquidity is at a premium. Additionally, and importantly, the DIP Agreement includes a commitment by the DIP Lenders to convert the DIP Facility into an Exit ABL Facility upon emergence from chapter 11, subject to the Debtors meeting certain conditions. This conversion would obviate the need to run what may be an uncertain exit financing marketing process if COVID-19 persists and the incurrence of related costs that would otherwise be due if the Debtors separately sought exit financing at a later date, thereby providing the potential for additional cost savings for the Debtors’ estates at the conclusion of these Chapter 11 Cases and allowing the Debtors’ management to focus on other key aspects of emerging from chapter 11.

4. Moreover, in connection with entry into such DIP Facility, the Prepetition Secured Parties have also consented to the immediate access by the Debtors to their Cash Collateral upon entry of the Interim Order and subject to the terms of the Interim Order and the Budget. Additionally, and importantly, access to the Prepetition Term Loan Lenders Cash Collateral will allow the Debtors to pay down outstanding obligations under the DIP Facility on a specified schedule and open additional availability thereunder.

5. At the same time, although the DIP Facility will be used to repay obligations under the Prepetition ABL Facility in full upon entry of the Interim Order, the amount, validity, perfection, enforceability, priority, and extent of the Debtors’ prepetition obligations under the

Prepetition ABL Credit Agreement and Prepetition Term Loan Agreement and other Claim Matters will remain subject to the Challenge Period provided under the Interim Order. Accordingly, the Debtors believe that the Interim Order strikes an appropriate balance, enabling the Debtors' estates to obtain the economic benefits associated with the refinancing of the indebtedness under the Prepetition ABL Facility, without prejudicing any rights that any party in interest may have under the Interim Order with respect to the Prepetition Secured Parties.

6. The terms for access to the DIP Facility, the potential Exit ABL Facility contemplated thereby, and Cash Collateral are the product of weeks of arm's-length, hard-fought negotiations with the Prepetition ABL Lenders and the Prepetition Term Loan Lenders. Ultimately, the resolution reflected in the DIP Agreement, the proposed interim order attached hereto (the "Interim Order")³, and the restructuring support agreement (the "RSA") attached to the First Day Declaration as Exhibit A appropriately provides the Debtors with the necessary liquidity to operate their businesses and administer their estates during the anticipated duration of these Chapter 11 Cases. This resolution is supported by both the Prepetition ABL Lenders and the Prepetition Term Loan Lenders. By reaching a consensual deal, the Debtors have avoided protracted, costly litigation with the various secured parties who hold a lien on substantially all of the Debtors' assets, including Cash Collateral, and built a bridge from the Petition Date through emergence from chapter 11.

7. Obtaining an immediate injection of cash and access to Cash Collateral is critical to the Debtors remaining a going concern. Access to the DIP Facility and Cash Collateral is necessary to pay employees, restock stores with merchandise, maintain operations, and administer

³ The Debtors will file the form of Final Order (the "Final Order," and together with the Interim Order, the "DIP Orders") prior to the Final Hearing.

these Chapter 11 Cases as the Debtors look forward to reopening stores and emerging from the “cash preservation mode” implemented in light of the COVID-19 pandemic. This cash preservation mode involved several measures to pause outflows and protect the Debtors. **First**, the Debtors drew down \$285 million in the aggregate on their Prepetition ABL Facility as a proactive measure to increase the Debtors’ cash position and preserve financial flexibility. **Second**, the Debtors paused substantially all hiring, cut spending, reduced receipts of merchandising goods, and suspended all merit pay increases for 2020. **Third**, they extended payment terms with their vendors. **Fourth**, the Debtors made the incredibly difficult decision to furlough substantially all U.S. store employees as well as a significant portion of employees in the U.S. distribution network and corporate offices. The Debtors also implemented the temporary layoff of all Canadian store employees and a significant portion of Canadian employees in their Canadian distribution network and offices. **Fifth**, the Debtors took certain actions with respect to existing leases, including obtaining rent deferrals for several months. These difficult but necessary measures not only shielded the Debtors from immediate danger, but also provided the Debtors with sufficient runway to negotiate the terms of the DIP Facility, the Exit ABL Facility, and the transactions contemplated by the RSA.

8. The Debtors also negotiated a reasonable adequate protection package (the “Adequate Protection”) for the benefit of the Prepetition Secured Parties and with their consent. As set forth below, the Adequate Protection proposed for and agreed to by the Prepetition Secured Parties includes, among other things, liens on existing and new cash, inventory, and other real and personal property of the Debtors (other than the Term Loan Segregated Cash prior to its

release) and superpriority claims due to any diminution in value of their collateral. All of these provisions are reasonable, appropriate, and in line with market expectations.⁴

9. For these reasons, and for the reasons set forth below, in the Declarations and in the First Day Declaration, the Debtors believe that the incurrence of the DIP Facility and access to Cash Collateral will maximize the value of the Debtors' estates and are a sound exercise of the Debtors' business judgment. The Debtors respectfully request that the Court approve the entry of the Interim Order and the Final Order.

Relief Requested

10. The Debtors seek entry of the Interim Order and the Final Order:

- a. authorizing the Debtors to obtain the DIP Facility on a superpriority basis in the aggregate principal amount of up to \$500 million, which shall include (i) a \$150 million sublimit for the issuance of letters of credit, (ii) a "roll-up" of approximately \$23 million in outstanding letters of credit issued under the Prepetition ABL Facility, and (iii) refinancing the Prepetition ABL Facility, in each case, subject to entry of the Interim Order and pursuant to that certain Senior Secured, Super-Priority Debtor-in-Possession Credit Agreement, by and among the Borrowers, the Canadian Guarantors, and JPMorgan Chase Bank, N.A., as administrative agent and collateral agent (in such capacities, the "DIP Agent" and, through its Canada branch, the "Canadian DIP Agent") for and on behalf of certain lender parties thereto (the "DIP Lenders"), substantially in the form of Exhibit 1 attached to the Interim Order (as the same may be amended, restated, supplemented, waived or otherwise modified from time to time, the "DIP Agreement");
- b. authorizing, upon the occurrence of the Conversion Date (as defined in the DIP Agreement), conversion of the DIP Facility into a post-emergence exit financing facility (the "Exit ABL Facility");
- c. authorizing the Debtors to execute and deliver the DIP Agreement and any other agreements, instruments, pledge agreements, guarantees, control agreements, and other Loan Documents (as defined in the DIP Agreement) and documents related thereto (including any security agreements, intellectual property security agreements, control agreements, or notes) (as amended, restated, supplemented, waived, and/or modified from time to

⁴ See Etlin Decl. ¶ 23.

time, and collectively, with the DIP Agreement, the “DIP Documents”) and to perform such other acts as may be necessary or desirable in connection with the DIP Documents;

- d. granting the DIP Facility and all obligations owing thereunder and under, or secured by, the DIP Documents to the DIP Agent and the DIP Lenders (collectively, and including all “Obligations” as described in the DIP Agreement, the “DIP Obligations”) allowed superpriority administrative expense claim status in each of these Chapter 11 Cases and in any case under chapter 7 of the Bankruptcy Code upon the conversion of any of these Chapter 11 Cases, or in any other proceedings superseding or related to any of the foregoing (collectively, the “Successor Cases”);
- e. authorizing the Debtors to pay the principal, interest, fees, expenses, and other amounts payable under the DIP Documents as such become earned, due, and payable, including letter of credit fees (including issuance and other related charges), continuing commitment fees, closing fees, valuation fees, liquidator fees, structuring fees, administrative agent’s fees, the reasonable fees and disbursements of the DIP Agent’s attorneys, advisors, accountants and other consultants, all to the extent provided in, and in accordance with, the DIP Documents;
- f. authorizing the Debtors, pursuant to sections 105, 361, 362, 363, 503 and 507 of the Bankruptcy Code, to use Cash Collateral, and all other Prepetition Collateral of the Prepetition Secured Parties on the terms set forth in the Interim Order;
- g. authorizing the Debtors to provide adequate protection to the Prepetition Secured Parties;
- h. modifying the automatic stay under section 362 of the Bankruptcy Code to the extent necessary to permit the Debtors and their affiliates, and Prepetition Secured Parties, to implement and effectuate the terms and provisions of the Interim Order;
- i. scheduling a final hearing (the “Final Hearing”) within 21 days of the Petition Date to consider the relief requested herein on a final basis and approving the form of notice with respect to the Final Hearing; and
- j. granting related relief.

Jurisdiction and Venue

11. 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.

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

13. The bases for the relief requested herein are sections 105, 361, 362, 363, 364, 503, and 507 of the Bankruptcy Code, Bankruptcy Rules 2002, 4001, 6004, and 9014, and Rules 1075-1, 4002-1, and 9013-1 of the Bankruptcy Local Rules for the Southern District of Texas (the “Bankruptcy Local Rules”).

**Concise Statement of the Material Terms of the Interim Order
Pursuant to Bankruptcy Rule 4001 and the United States Bankruptcy
Court for the Southern District of Texas Procedures for Complex Chapter 11 Cases**

14. The below chart contains a summary of the material terms of the Interim Order, as required by Bankruptcy Rules 4001(b)(1)(B) and 4001(c)(1)(B) and the *United States Bankruptcy Court for the Southern District of Texas Procedures for Complex Chapter 11 Cases* (the “Complex Case Procedures”) and the terms of the DIP Facility as set forth in the DIP Agreement.⁵

Summary of Material Terms for Interim Order		Interim Order Location
Parties with an Interest in Cash Collateral Bankruptcy Rule 4001(b)(1)(B)(i)	The lenders under the Prepetition ABL Credit Agreement (as defined herein) (the “<u>Prepetition ABL Lenders</u>”) and the ABL Agent (as defined herein) (together with the Prepetition ABL Lenders and the other “Secured Parties” identified in the Prepetition ABL Credit Agreement, the “<u>ABL Secured Parties</u>”). The lenders under the Prepetition Term Loan Credit Agreement (as defined herein) (the “<u>Prepetition Term Loan Lenders</u>”), and the Prepetition Term Loan Agent (as defined herein) (together with the Prepetition Term Loan Lenders and the other “Secured Parties” identified in the Prepetition Term Loan Credit Agreement, the “<u>Prepetition Term Loan Secured Parties</u>,” and together with the Prepetition ABL Secured Parties, the “<u>Prepetition Secured Parties</u>”).	¶ F

⁵ The summaries contained in this Motion are qualified in their entirety by the provisions of the documents referenced, including the DIP Agreement, the Interim Order, and the Final Order. To the extent anything in this Motion is inconsistent with such documents, the terms of the applicable documents shall control. Capitalized terms used in this summary chart but not otherwise defined have the meanings ascribed to them in the DIP Documents or the Interim Order, as applicable.

Summary of Material Terms for Interim Order		Interim Order Location
DIP Parties Bankruptcy Rule 4001(c)(1)(B)	• <u>Debtor Parties.</u> a. <i>Borrowers:</i> Tailored Brands, Inc. (the “<u>Parent</u>”), The Men’s Wearhouse, Inc. (the “<u>Lead Borrower</u>”), other Debtors, and Moores The Suit People Corp. (the “<u>Canadian Borrower</u>”, and collectively with Parent, Lead Borrower, and other Debtors, the “<u>DIP Borrowers</u>”). b. <i>Guarantors:</i> Each of (1) the existing and future direct and indirect wholly-owned U.S. subsidiaries of Parent, (2) Moores Retail Group Corp., and (3) Canadian subsidiaries of the Canadian Borrower. • <u>Lending Parties:</u> a. <i>DIP Lenders:</i> Those DIP Lenders identified on <u>Schedule 2.01</u> to the DIP Agreement. b. <i>DIP Agent:</i> JPMorgan Chase Bank, N.A., and through its Canada branch, the Canadian DIP Agent.	¶ F
DIP Commitments Bankruptcy Rule 4001(c)(1)(B)	A senior secured superpriority revolving credit facility in the aggregate principal amount of up to \$500,000,000, which includes a \$150 million sublimit for the issuance of letters of credit.	Recital (i)
Use of DIP Facility and Cash Collateral Bankruptcy Rule 4001(b)(1)(B)(ii)	The proceeds of the DIP Facility and continued access to Cash Collateral will be used for the following approved purposes, among others: • working capital, capital expenditures and letters of credit, • other general corporate purposes of the Debtors; • permitted payment of costs of administration of the Cases; • payment of such other prepetition obligations as permitted under the Interim Order, the Budget, and the DIP Documents, and as approved by the Court; • payment of interest, fees, expenses, and other amounts (including legal and other professionals’ fees and expenses of the DIP Agent) to the extent owed under the DIP Documents; • payment of certain adequate protection amounts to the Prepetition Secured Parties, as set forth in the Interim Order; • the repayment of the Prepetition ABL Obligations, subject to the rights preserved in paragraph 50 of the Interim Order; • payment of obligations arising from or related to the Carve Out, and making disbursements therefrom, including by funding the Carve Out Reserves;	¶ K(v)

Summary of Material Terms for Interim Order		Interim Order Location
	• payment on account of the Debtors' guarantee of the Canadian Obligations; and • such other uses set forth in the Budget. Specifically, the Debtors shall be permitted to use DIP Secondary Collateral to reduce the DIP Obligations with: • 10% of the Term Loan Segregated Cash (measured as of the Petition Date) being applied to reduce the DIP Obligations upon entry of the Interim Order; • 40% of incremental Term Loan Segregated Cash (measured as of the Petition Date) being applied to reduce the DIP Obligations upon entry of the Final Order; • 20% of incremental Term Loan Segregated Cash (measured as of the Petition Date) being applied to reduce the DIP Obligations upon entry of an order approving a disclosure statement that is in form and substance acceptable to the Requisite Prepetition Term Loan Lenders (the "<u>Disclosure Statement</u>"); and • 30% of incremental Term Loan Segregated Cash (measured as of the Petition Date) being applied to reduce the DIP Obligations upon entry of an order confirming a joint chapter 11 plan of reorganization that is in form and substance acceptable to the Requisite Prepetition Term Loan Lenders (the "<u>Plan</u>") (clauses (a)-(d) collectively, the "<u>Term Loan Segregated Cash Release Schedule</u>").	
Budget Bankruptcy Rule 4001(b)(1)(B)(ii)	The Debtors are permitted to use the proceeds of the DIP Facility and the Cash Collateral in accordance with the Budget, in substantially the form attached to the DIP Agreement as <u>Annex A</u>. The Budget shall be updated, modified or supplemented by the Debtors in accordance with the DIP Agreement, but in any event the Budget shall be updated by the Debtors not less than one time in each fiscal month.	¶ 21
DIP Facility Interest Rate Bankruptcy Rule 4001(b)(1)(B)(ii)	Each Adjusted LIBO Rate Loan and CDOR Rate Loan shall bear interest at a rate per annum equal to the LIBO Rate or CDOR Rate, as applicable, for such Interest Period plus 2.50%. Each ABR Loan and Canadian Prime Rate Loan shall bear interest at a rate per annum equal to the ABR or Canadian Prime Rate, as applicable, plus 1.50%. Each Swingline Loan shall bear interest at a rate per annum equal to the ABR or Canadian Prime Rate, as applicable, plus 1.50%.	§ 2.13 of the DIP Agreement
DIP Facility - Fees and Expenses	Pursuant to the DIP Documents and in consideration for the services of the DIP Agent and the DIP Lenders, as applicable, the Debtors shall pay the fees as set forth in separate fee letters (the "<u>Fee Letters</u>").	¶ 43

Summary of Material Terms for Interim Order		Interim Order Location
Conditions Bankruptcy Rules 4001(c)(1)(B)	<u>Conditions Precedent to Effectiveness of DIP Agreement</u> • <u>Credit Agreement</u>. The execution and delivery of the DIP Agreement. • <u>Organization and Good Standing Documents</u>. Secretary's certificates attaching certified copies of organizational documents, resolutions, and, if available, good standing certificates or certificates of status, as applicable, for each Loan Party (as defined in the DIP Agreement). • <u>Representations and Warranties</u>. The representations and warranties of the Loan Parties under the DIP Documents shall be true and correct (A) in the case of the representations and warranties qualified as to materiality, in all respects and (B) otherwise, in all material respects, in each case on and as of the Effective Date (as defined in the DIP Agreement), except in the case of any such representation and warranty that expressly relates to a prior date, in which case such representation and warranty shall be so true and correct on and as of such prior date and (ii) at the time of and immediately after giving effect to the Transactions to occur on the Effective Date, no Event of Default shall have occurred and be continuing. • <u>Borrowing Base Certificate</u>. The Debtors shall provide the DIP Agent with a Borrowing Base Certificate, dated as of the Effective Date, as of the last day of the fiscal month ended July 25, 2020. • <u>Financial Statements; Approved Budget; RSA</u>. The Debtors shall provide the DIP Lenders (i) unaudited interim consolidated financial statements of the Parent for each fiscal month ended after the fiscal quarter ending February 1, 2020 through the end of July 2020, (ii) satisfactory projections (including the Borrowing Base and Availability (each as defined in the DIP Agreement) forecasts) and the Approved Budget and (iii) a copy of the fully executed and effective RSA, in form and substance reasonably satisfactory to the Administrative Agent. • <u>Perfected Liens</u>. Subject to the Interim Order and the Canadian Recognition Order (as defined in the DIP Agreement), the DIP Agent, for its benefit and the benefit of the DIP Lenders, shall have valid and perfected Liens on all Collateral. • <u>Closing Certificate</u>. The Debtors shall provide the DIP Agent with a closing certificate. • <u>Lien Searches</u>. The DIP Agent shall have received the results of a search of the UCC and PPSA in jurisdictions reasonably requested by the DIP Agent. • <u>Material Adverse Effect</u>. Since the Petition Date, there shall not have occurred any event or circumstance, either	§§ 4.01 and 4.03 of the DIP Agreement

Summary of Material Terms for Interim Order	Interim Order Location
individually or in the aggregate, that has or could reasonably be expected to have a Material Adverse Effect (as defined in the DIP Agreement). • <u>Bankruptcy Court Orders.</u> Entry by the Court of the Interim Order and the Canadian Recognition Order by no later than five (5) days after the Petition Date. In addition, Orders approving customary “first day” relief, including the Cash Management Order (as defined in the DIP Agreement), the form of which is reasonably acceptable to the DIP Agent, shall have been entered by the Court. No order shall have been issued by the Canadian Court terminating the Canadian Case or converting the Canadian Case to, bankruptcy proceedings or converting or augmenting the Canadian Case to or with receivership proceedings. • <u>First Day Pleadings.</u> The DIP Agent shall have received drafts of the “first day” pleadings for the Cases, in each case, in form and substance reasonably satisfactory to the DIP Agent. • <u>Payment of Fees.</u> The DIP Agent and the Arrangers (as defined in the DIP Agreement) shall have been paid all required cost, fees, disbursements and expenses required to be paid or reimbursed by any Loan Party under the Commitment Letter, the Fee Letters or any DIP Document. • <u>Know Your Customer Information.</u> The DIP Lenders shall have received all documentation and other information required by bank regulatory authorities under applicable “know-your-customer” and anti-money laundering rules and regulations, including the U.S. Patriot Act. • <u>Documents.</u> The Intercreditor Acknowledgment (as defined in the DIP Agreement) and the other DIP Documents each shall have been duly executed and delivered by each party thereto, and shall be in full force and effect. <u>Conditions Precedent to Each Credit Event</u> • <u>Representations and Warranties.</u> The representations and warranties of the Loan Parties set forth in the DIP Agreement shall be true and correct in all material respects on and as of the date of such Borrowing or the date of issuance, amendment or extension of such Letter of Credit, as applicable. • <u>Default.</u> At the time of and immediately after giving effect to such Borrowing or the issuance, amendment or extension of such Letter of Credit, as applicable, no Default shall have occurred and be continuing. • <u>Revolving Exposure Limitations.</u> After giving effect to such Borrowing or the issuance, amendment or extension of such Letter of Credit, the Borrowers shall be in compliance	

Summary of Material Terms for Interim Order		Interim Order Location
	with the Revolving Exposure Limitations (as defined in the DIP Agreement). • <u>Orders.</u> (i) The Final Order shall have been entered following the expiration of the Interim Order; (ii) the Interim Order, the Canadian Recognition Order or the Final Order, as applicable, shall not have been vacated, stayed, reversed, modified, or amended in any manner adverse to the DIP Agent without the DIP Agent's consent and shall otherwise be in full force and effect; and (iii) no motion for reconsideration of the Interim Order or the Final Order, as applicable, shall have been timely filed by a Debtor of any of their Subsidiaries.	
Refinancing of the Prepetition ABL Facility	Upon entry of the Interim Order, without any further action by the Debtors or any other party, but subject to the reservation of rights in paragraph 50 in the Interim Order, all Prepetition ABL Obligations shall be repaid (or deemed repaid) or refinanced and, to the extent remaining outstanding, shall constitute DIP Obligations (the "<u>DIP Roll-Up Obligations</u>").	¶ K(viii)
Cash Collateral Termination Events Bankruptcy Rules 4001(b)(1)(B)(iii), 4001(c)(1)(B)	The Interim Order provides for certain events of default (collectively, the "<u>Cash Collateral Termination Events</u>") that are usual and customary for consensual use of cash collateral in chapter 11 proceedings. Occurrence of Cash Collateral Termination Event shall terminate the Debtors' right to use Cash Collateral, subject to filing of the Stay Relief Motion and expiration of the DIP Remedies Notice Period. Notable Cash Collateral Termination Events include: • Any Event of Default (as defined in the DIP ABL Facility) has occurred and is continuing under the DIP ABL Facility. • The failure by the Debtors to comply with any material provision of the Interim Order or the Final Order. • The appointment of a trustee or an examiner with expanded powers. • The conversion or dismissal of any of the Cases. • The entry of an order reversing, staying, vacating, or otherwise modifying in any material respect the Interim Order or the Final Order, or the Interim Order or Final Order shall otherwise cease to be in full force or effect. • The Debtors' filing of an application, motion, or other pleading seeking to amend, modify, supplement or extend the Interim Order or the Final Order without the consent of the Requisite Prepetition Term Loan Lenders. • The Debtors' filing of an application, motion or other pleading seeking authorization to obtain post-petition financing without the consent of the Requisite Prepetition Term Loan Lenders.	¶ 8; Exhibit 3

Summary of Material Terms for Interim Order	Interim Order Location
• The entry of an order approving post-petition financing that is not acceptable to the Requisite Prepetition Term Loan Lenders. • The Debtors take any action against any of the Prepetition Term Loan Parties challenging the validity, enforceability, perfection, or priority of their liens or claims. • The termination of the RSA, or the RSA otherwise ceases to be in full force and effect. • In respect of the Budget, (i) actual aggregate operating cash receipts for any <u>Four Week Period</u> shall be less than 90% of aggregate budgeted cash receipts for any such Four Week Period or (ii) the actual aggregate cash disbursements (excluding professional fees) for any Four Week Period shall be greater than 110% of the budgeted aggregate cash disbursements for any such Four Week Period; provided, that any variance from a prior period as tested against a cumulative budget shall carry forward in the succeeding Four Week Period for purposes of the Budget. • Any default arises under any material prepetition indebtedness of the Debtors that is not stayed by the automatic stay in these Cases. • Any motion is filed seeking to terminate any Debtor's exclusive right to file a chapter 11 plan (unless actively contested by the Debtors), or the expiration of any Debtor's exclusive right to file a chapter 11 plan. • The payment of, or application by the Debtors for authority to pay, any prepetition claim unless (i) in accordance with the Budget, and (ii) with the consent of the Requisite Prepetition Term Loan Lenders, which consent shall be deemed to have been provided with respect to relief set forth in the "first day" and "second day" orders. • The Debtors shall have entered into, or made any payment in respect of, any critical vendor agreements or otherwise entered into the agreement to pay, or made on a postpetition basis, any payment in respect of critical vendor trade obligations, in each instance for an amount in excess of \$100,000 to any one vendor (in one or multiple payments), except with the written consent of the Requisite Prepetition Term Loan Lenders. • The existence of any claim or charges, or the entry of any order of the Court authorizing any claims or charges, entitled to superpriority administrative expense claim status in any of the Cases pursuant to section 364(c)(1) of the Bankruptcy Code <i>pari passu</i> with or senior to the claims of the Prepetition Term Loan Parties under the Interim Order or the Final Order, or there shall arise or be granted by the Court (i) any claim having priority over any or all administrative expenses of the kind specified in clause (b)	

Summary of Material Terms for Interim Order		Interim Order Location
	of section 503 or clause (b) of section 507 of the Bankruptcy Code or (ii) any lien on the Prepetition Collateral having a priority senior to or <i>pari passu</i> with the liens and security interests granted to the Prepetition Term Loan Parties under the Interim Order or the Final Order, except as provided in the Interim Order or the Final Order. • The automatic stay shall be modified, reversed, revoked or vacated in a manner that has a material adverse impact on the rights and interests of the Prepetition Term Loan Parties. • The Debtors (A) shall have filed a motion with the Court seeking entry of an order avoiding, disallowing, subordinating or recharacterizing any claim, lien or interest held by any Prepetition Secured Party arising under the Prepetition Term Loan Documents, or (B) shall fail to contest any Challenge filed by a third party (including any Committee), unless, in either case, the Prepetition Term Loan Agent has consented to such motion. • The failure to satisfy any of the milestones appended as Exhibit 3 to the Interim DIP Order may be extended by the written consent of the Requisite Prepetition Term Loan Lenders):	
Adequate Protection Bankruptcy Rule 4001(b)(1)(B)(ii) 4001(b)(1)(B)(iv)	The Debtors will provide adequate protection to the Prepetition ABL Secured Parties as follows: • <u>Prepetition ABL Superpriority Claims.</u> To the extent of any Diminution in Value with respect to such interests in the Prepetition Collateral, superpriority administrative expense claims that are entitled to priority in payment over any and all unsecured claims and administrative expense claims against the Debtors, to the extent provided by section 507(b) of the Bankruptcy Code, subject and subordinate to the Carve Out. • <u>Prepetition ABL Adequate Protection Liens.</u> As security for and solely to the extent of any diminution in value, the Debtors shall provide replacement or, if applicable, new liens on substantially all prepetition and postpetition property of the Debtors, subject to the Carve Out and certain other exceptions set forth in the Interim Order. • <u>Interest and Other Amounts Due.</u> Adequate protection to the Prepetition ABL Parties in the form of payment in cash (and as to fees and expenses, without the need for the filing of a formal fee application) of, solely to the extent that any Prepetition ABL Obligations remain outstanding after entry of the Interim Order, interest (at the rate in accordance with the provisions of the Prepetition Documents) and principal due under the Prepetition ABL Documents with respect to such remaining Prepetition ABL Obligations, subject to the rights preserved in paragraph 50 in the Interim Order.	¶¶ 12–19

Summary of Material Terms for Interim Order	Interim Order Location
• <u>Reporting.</u> The Debtors shall provide (i) the quarterly reporting required under Section 5.01(b) of the DIP Agreement and (ii) all reporting that the Debtors provide to the DIP Lenders pursuant to the DIP Documents, the Interim Order and the Final Order. • <u>Fees and Expenses.</u> The Debtors are authorized and directed to pay the reasonable and documented invoiced out-of-pocket fees, costs and expenses of the Prepetition ABL Secured Parties. • <u>Prepetition ABL Indemnity Reserve.</u> Subject to entry of the Final Order, upon the earliest to occur of (a) entry of the Final Order, (b) the DIP Termination Date, or (c) delivery of the Carve Out Trigger Notice, the Debtors are further authorized and directed to pay (which may be made through an advance under the DIP ABL Facility) to the Prepetition ABL Agent, for the benefit of the Prepetition ABL Parties, \$500,000 into a non-interest bearing account maintained at JPMorgan Chase Bank, N.A. to secure contingent indemnification, reimbursement, or similar continuing obligations arising under or related to the Prepetition ABL Documents (the “<u>Prepetition ABL Indemnity Obligations</u>”); <i>provided</i> that the Debtors shall not be required to fund the Prepetition ABL Indemnity Reserve if, at the time of the earliest to occur of the DIP Termination Date, the delivery of the Carve Out Trigger Notice, or the entry of the Final Order, the Prepetition ABL Obligations have been (or are contemporaneously therewith) Paid in Full.. • <u>Cash Management Covenant.</u> The Debtors shall maintain their cash management arrangements in a manner consistent with that described in the applicable “first day” order. • <u>Discharge Waiver.</u> Subject to the entry of a Final Order, the Debtors expressly stipulate that none of the DIP Obligations and the obligations of the Debtors with respect to the adequate protection provided in the Interim Order shall be discharged by the entry of an order confirming any plan of reorganization, notwithstanding section 1141(d) of the Bankruptcy Code, unless such obligations have been Paid in Full, on or before the effective date of such confirmed plan of reorganization, or each of the DIP Secured Parties, the Prepetition ABL Agent, and Prepetition Term Loan Agent (acting at the direction of the requisite Prepetition Term Loan Lenders in accordance with the Prepetition Term Loan Documents), as applicable, has otherwise agreed in writing.. The Debtors will provide adequate protection to the Prepetition Term Loan Secured Parties as follows: • <u>Prepetition Term Loan Superpriority Claim.</u> To the extent of any Diminution in Value with respect to such interests in the Prepetition Collateral, superpriority administrative expense claims that are entitled to priority in payment over	

Summary of Material Terms for Interim Order	Interim Order Location
any and all unsecured claims and administrative expense claims against the Debtors, to the extent provided by section 507(b) of the Bankruptcy Code, subject and subordinate to the Carve Out. • <u>Prepetition Term Loan Adequate Protection Liens.</u> As security for and solely to the extent of any diminution in value, the Debtors shall provide replacement or, if applicable, new liens on substantially all prepetition and postpetition property of the Debtors, subject to the Carve Out and certain other exceptions set forth in the Interim Order.. • <u>Fees and Expenses.</u> a. Immediately upon entry of the Interim Order, payment of any unpaid reasonable and documented fees, out-of-pocket expenses, and disbursements (including the reasonable and documented fees, out-of-pocket expenses, and disbursements of counsel, financial advisors, auditors, third-party consultants, and other vendors) incurred by the Prepetition Term Loan Agent and the Prepetition Term Loan Lenders arising prior to the Petition Date and reimbursable under the Prepetition Term Loan Documents; and b. In accordance with the procedures set forth in paragraph 43 in the Interim Order, the reasonable and documented fees, out-of-pocket expenses, and disbursements (including the reasonable and documented fees, out-of-pocket expenses, and disbursements of the Term Loan Advisors) arising subsequent to the Petition Date. • <u>Interests.</u> a. Immediately upon entry of the Interim Order, all overdue accrued and unpaid interest (at the non-default rate) and other amounts (other than principal) due under the Prepetition Term Loan Agreement (whether accrued prior to or after the Petition Date); and b. Interest and other amounts, as and when due under the Prepetition Term Loan Agreement, in each case at the non-default rate. • <u>Reporting.</u> a. Continued periodic reporting under the Prepetition Term Loan Credit Agreement; b. The following enhanced reporting (on a professionals' eyes only or non-cleansing basis) (1) a listing of permanently open store counts (i.e. stores not designated for permanent closure) by banner, updated on a weekly basis, (2) comp sales by banner, updated on a weekly basis, (3) a lease-by-lease summary report	

Summary of Material Terms for Interim Order		Interim Order Location
	describing the status of negotiations and or proposed sales for any leased properties, updated on a weekly basis, (4) inventory and borrowing base reports, updated on a weekly basis, and (5) any additional reporting delivered to either the DIP Agent or DIP Lenders (or their respective advisors), under the DIP Documents; and c. Access to management (including but not limited to the chief restructuring officer) of the Debtors no less frequently than once every week. • <u>Cash Management Covenant</u>. The Debtors shall maintain their cash management arrangements in a manner consistent with that described in the applicable “first day” order.	
DIP Liens and Priorities Fed. R. Bankr. P. 4001(c)(1)(B)	The DIP Agent, for the benefit of itself and the DIP Secured Parties, is hereby granted, continuing, valid, binding, enforceable, non-avoidable, and automatically and properly perfected postpetition security interests in and liens (collectively, the “<u>DIP Liens</u>”) on all real and personal property, whether now existing or hereafter arising and wherever located, tangible and intangible, of each of the Debtors (the “<u>DIP Collateral</u>”), other than the Term Loan Segregated Cash prior to its release in accordance with the Term Loan Segregated Cash Release Schedule, including without limitation: accounts receivable, equipment, inventory, contracts, fee owned and ground leased real estate, real property leaseholds, investment property, insurance proceeds, deposit accounts (other than payroll, trust and tax accounts), monies, equity interests of subsidiaries of each Debtor and the products and proceeds thereof and, upon entry of the Final Order, any proceeds of avoidance actions available to the Debtors’ bankruptcy estates pursuant to the Bankruptcy Code, and all DIP Collateral that was not otherwise subject to valid, perfected, enforceable, and unavoidable liens on the Petition Date. The DIP Liens are valid, automatically perfected, non avoidable, senior in priority, and superior to any security, mortgage, collateral interest, lien, or claim to any of the DIP Collateral, except that the DIP Liens shall be subject to the Carve Out as set forth in the Interim Order and shall otherwise be junior only to: • As to the DIP Primary Collateral, Permitted Prior Liens; and • As to the DIP Secondary Collateral, (i) Permitted Prior Liens; (ii) the Prepetition Term Loan Liens; and (iii) the Prepetition Term Loan Adequate Protection Liens (as defined in the Interim Order). Other than as set forth in the Interim Order (including the Carve Out, the Prepetition Term Loan Liens (with respect to the DIP Secondary Collateral), and the Prepetition Term Loan Adequate Protection Liens (with respect to the DIP Secondary Collateral) or in the DIP Documents, the DIP Liens shall not be made subject to or <i>pari passu</i> with any lien or security	¶¶ 5–6

Summary of Material Terms for Interim Order		Interim Order Location
	interest theretofore or thereafter granted in the Cases or any Successor Cases and shall be valid and enforceable against any trustee appointed in the Cases or any Successor Cases, upon the conversion of any of the Cases to a case under Chapter 7 of the Bankruptcy Code (or in any other Successor Case), and/or upon the dismissal of any of the Cases or Successor Cases. The DIP Liens shall not be subject to section 510, 549, or 550 of the Bankruptcy Code. No lien or interest avoided and preserved for the benefit of the estate pursuant to section 551 of the Bankruptcy Code shall be <i>pari passu</i> with or senior to the DIP Liens.	
DIP Facility Covenants Fed. R. Bankr. P. 4001(c)(1)(B)	The DIP Agreement contains usual and customary affirmative and negative covenants, including, without limitation: • compliance with the Milestones; • compliance with the reporting requirements in the DIP Agreement; • maintenance of insurance; • usual and customary negative covenants, including limitations on incurrence of indebtedness, liens, dispositions of assets, mergers, restricted payments, investments, transactions with affiliates, and use of proceeds of the DIP Facility and Cash Collateral; • compliance with the Budget (subject to Permitted Variances); • maintenance of Availability.	Arts. V and VI of the DIP Agreement
DIP Facility - Indemnification	The Debtors shall indemnify and hold harmless the DIP Secured Parties in accordance with the terms and conditions of the DIP Agreement. Upon the earlier of the (a) payment in full in cash of the DIP Obligations or (b) conclusion of the Remedies Notice Period, the Debtors shall pay \$500,000.00 from proceeds of the DIP Primary Collateral into an indemnity account (the “<u>DIP Indemnity Account</u>”) subject to first priority liens of the DIP Agent, for the benefit of the DIP Secured Parties. The DIP Indemnity Account shall be released and the funds applied in accordance with paragraph 26 of the Interim Order upon the DIP Obligations being Paid in Full.	¶ 44
Carve Out Bankruptcy Rule 4001(b)(1)(B)(iii)	The Interim Order provides a “Carve Out” of certain statutory fees and allowed professional fees of the Debtors and any Committee appointed in the Cases pursuant to section 1103 of the Bankruptcy Code, and a Post-Carve Out Trigger Notice Cap of \$2,000,000.00, all as detailed in the Interim Order.	¶ 47

Summary of Material Terms for Interim Order		Interim Order Location
Waiver/Modification of Automatic Stay Bankruptcy Rule 4001(b)(1)(B)(iii)	The automatic stay under section 362 of the Bankruptcy Code will be deemed modified and vacated to the extent necessary to (a) permit the Debtors to grant the DIP Liens, Adequate Protection Liens, DIP Superpriority Claims, and Adequate Protection Superpriority Claims; (b) permit the Debtors to perform such acts as the DIP Agent and Prepetition Term Loan Agent may reasonably request to assure the perfection and priority of the liens granted therein; (c) permit the Debtors to incur all liabilities and obligations to the DIP Secured Parties, Prepetition ABL Parties, and the Prepetition Term Loan Parties under the DIP Documents, the DIP ABL Facility, and the Interim Order, as applicable; and (d) authorize the Debtors to pay, and the DIP Secured Parties and the Prepetition Secured Parties to retain and apply, payments made in accordance with the terms of the Interim Order.	¶ 24
Stipulations and Agreements of the Debtors Complex Case Procedures, Ex. B	The Interim Order contains certain stipulations by the Debtors, among other things, to: - the aggregate amount of the claims held by the creditors in respect of the Prepetition ABL Facility, Prepetition Term Loan as of the Petition Date; - the validity, perfection, enforceability, and priority of the Prepetition Liens on the Prepetition Collateral; - not challenge or seek to avoid the validity, enforceability, priority, or perfection of the Prepetition Indebtedness or the Prepetition Liens; - all of the Debtors' cash, including any cash in deposit accounts of the Debtors, wherever located, constitutes Cash Collateral of the Prepetition Secured Parties.	¶ F
Binding Effect of the Debtors' Stipulations on Third Parties Bankruptcy Rule 4001(b)(1)(B)(iii); Complex Case Procedures, Ex. B	The Debtors have admitted, stipulated, and agreed to various matters as set forth in paragraph F of the Interim Order and the stipulations and admissions contained in the Interim Order, including without limitation, in paragraph 5 of the Interim Order, shall be binding upon the Debtors and any successor thereto in all circumstances, <i>provided</i> that parties in interest may challenge the stipulations set forth in the Interim Order by the Challenge Deadline, pursuant to the Interim Order.	¶ 50
506(c) Waiver Complex Case Procedures, Ex. B	Subject to entry of a Final Order, no costs or expenses of administration which have been or may be incurred in the Cases at any time shall be charged against the DIP Secured Parties, the Prepetition Secured Parties, or any of their respective claims, the DIP Collateral, or the Prepetition Collateral pursuant to sections 105 or 506(c) of the Bankruptcy Code, or otherwise, without the prior written consent of the DIP Secured Parties or the Prepetition Secured Parties, as applicable, and no such consent shall be implied from any other action, inaction, or acquiescence by any such parties	¶ 52

Summary of Material Terms for Interim Order		Interim Order Location
Provisions Affecting Consideration of the Equities of the Case under Section 552(b)(1) Bankruptcy Rule 4001(c)(1)(B)(i)	Subject to entry of a Final Order, the Prepetition Secured Parties shall each be entitled to all of the rights and benefits of section 552(b) of the Bankruptcy Code, and the “equities of the case” exception under section 552(b) of the Bankruptcy Code shall not apply to the Prepetition Secured Parties, with respect to proceeds, products, offspring or profits of any of the Prepetition Collateral.	¶ 53
Budget and Permitted Variances Bankruptcy Rule 4001(b)(1)(B)(ii)	The Debtors shall at all times comply with the Budget, subject to the permitted variances set forth in the DIP Agreement. In respect of the Budget, (i) actual aggregate operating cash receipts for any Four Week Period shall be less than 90% of aggregate budgeted cash receipts for any such Four Week Period or (ii) the actual aggregate cash disbursements (excluding professional fees) for any Four Week Period shall be greater than 110% of the budgeted aggregate cash disbursements for any such Four Week Period; <i>provided</i>, that any variance from a prior period as tested against a cumulative budget shall carry forward in the succeeding Four Week Period for purposes of the Budget..	¶¶ 21–23 Exhibit 3
DIP Facility - Maturity Date Bankruptcy Rule 4001(b)(1)(B)(iii)	The DIP Facility will mature on the earliest of (such earliest date, the “<u>Maturity Date</u>”): • six (6) months after the Effective Date, • the date of the substantial consummation (as defined in Section 1101(2) of the Bankruptcy Code) of an Acceptable Plan, • the date the Court converts any of the Cases to a Chapter 7 case, • the date the Court dismisses any of the Cases, • the date on which the Loan Parties consummate a sale of all or substantially all of the assets of the Loan Parties pursuant to section 363 of the Bankruptcy Code or otherwise.	¶ 33; Art. I of the DIP Agreement
DIP Facility - Events of Default Bankruptcy Rules 4001(b)(1)(B)(iii), 4001(c)(1)(B)	Usual and customary for debtor-in-possession financings of this type, including, without limitation: (i) non-payment of principal, interest, and fees, (ii) defaults under affirmative and negative covenants (subject to grace periods set forth in the DIP Agreement), (iii) breaches of representations and warranties, (iv) cross-defaults to certain material indebtedness and swap agreements, (v) uninsured judgments in excess of \$20 million, (vi) incurrence of certain ERISA liability (subject to material adverse effect),	¶ 34; Art. VII of the DIP Agreement

Summary of Material Terms for Interim Order	Interim Order Location
(vii) occurrence of a Change in Control, (viii) invalidity of Loan Guarantee (as defined in the DIP Agreement) or the guarantees in respect of the Prepetition ABL Credit Agreement (ix) loss of perfection or priority of any Lien, (xi) invalidity of the Intercreditor Agreement, as supplemented and modified by the Intercreditor Acknowledgment (each as defined in the DIP Agreement) (x) injunctions, restraints or other preventions by the order of any court or governmental agency on a material part of the Debtors' business for more than thirty (30) consecutive days, (xi) the attempt by the Loan Parties to consummate a sale of substantially all assets via a Plan of Reorganization (other than an Acceptable Plan) or a 363 sale without the prior written consent of the DIP Agents, (xii) termination of the RSA, (xiii) the attempt by the Loan Parties to obtain additional financing not otherwise permitted under the Agreement or the use of the Cash Collateral in violation of the DIP Agreement, (xiv) dismissal, conversion to chapter 7, or appointment of a trustee or examiner in any of the Debtors' Cases, including the lifting the stay of proceedings in the Canadian Case to permit any of the foregoing, or the application for any of the foregoing by the Loan Parties, (xv) an order shall be entered by the Court or the Canadian Court dismissing any of the Cases which does not contain a provision for termination of all Revolving Commitments, and payment in full in cash of all Obligations and Prepetition Lender Obligations upon entry thereof, (xvi) reversal, vacation, or modification of the DIP Orders or the Canadian Recognition Orders without any required consent under the DIP Agreement, (xvii) (1) the entry of an order by the Court terminating or modifying the exclusive right of any Loan Party to file a Plan of Reorganization pursuant to Section 1121 of the Bankruptcy Code, without the prior written consent of the Required Lenders or (2) any Loan Parties' exclusive right to file a Plan of Reorganization expires, (xviii) any Loan Party shall fail to comply with the Interim Order, the Canadian Recognition Order or Final Order, as the case may be, (xix) any order by the Court or the Canadian Court is entered granting any superpriority claim that is pari passu with or senior to those of the DIP Lenders or any Lien that is senior to or pari passu with the Liens securing the DIP Obligations, other than the	

Summary of Material Terms for Interim Order		Interim Order Location
	Canadian Priority Charges or otherwise in accordance with the applicable Order or the Canadian Recognition Order, (xx) the Court enters an order that is adverse in any material respect, when taken as a whole, to the interests of the Administrative Agent and the Lenders or the Prepetition Agent and the Prepetition Lenders or their respective rights and remedies in their capacities as such under the DIP Agreement or the Prepetition Credit Agreement or in any of the Cases, (xxi) the Loan Parties or any of their Subsidiaries, or any Person claiming by or through the Loan Parties obtain court authorization to commence, or commence or otherwise participate as an adverse party in any proceeding against any of the DIP Agent or the DIP Lenders in each case relating to the DIP Agreement, in each case other than as permitted by the Orders or the Canadian Recognition Order, (xxii) the Court or the Canadian Court enters an order in the Cases avoiding or permitting recovery of any portion of the payments made on account of the DIP Obligations owing under the DIP Agreement or the other Loan Documents or the Prepetition Lender Obligations owing under the Prepetition Loan Documents, (xxiii) the filing by any of the Loan Parties of a Plan of Reorganization other than an Acceptable Plan or any order in any of the Cases is entered by the Court or the Canadian Court confirming or sanctioning a Plan of Reorganization other than an Acceptable Plan, (xxiv) the challenge by a Loan Party of payments made to the DIP Agent or the DIP Lenders with respect to the DIP Obligations, or (xxv) filing by a Loan Party of a motion seeking relief from automatic stay.	
DIP Facility - Reporting Requirements Complex Case Procedures. Ex. B.	Financial reporting requirements that are customary for similar debtor-in-possession financings, including, without limitation, (i) monthly updates of the Budget for each fiscal month of Parent to be provided by 5:00 p.m. New York City time by the end of each fiscal month, (ii) a weekly cash flow forecast budget to actuals for each line item in the form of <u>Exhibit J</u> attached to the DIP Credit Agreement or otherwise acceptable to the DIP Agent(the “<u>Variance Report</u>”), with a reasonably detailed explanation (including whether such variance is permanent or temporary in nature or timing related) for any negative variance in such Variance Report in excess of 10% in actual receipts and any positive variance in such Variance Report in excess of 10% in actual operating disbursements during the Variance Testing Period (unless the dollar amount corresponding to such percentage variance is less than \$1,000,000) as compared to	§ 5.01 of the DIP Agreement

Summary of Material Terms for Interim Order		Interim Order Location
	projections for such corresponding line items during the Variance Testing Period as set forth in the Approved Budget, (iii) delivery of audited annual financial statements within 90 days after the end of the fiscal year of Parent, (iv) delivery of unaudited quarterly financial statements within 45 days after the end of the first three fiscal quarters of each fiscal year of Parent, and (v) delivery of monthly unaudited financial statements within 30 days after the end of the first two fiscal months of each fiscal quarter of Parent.	
DIP Facility - Milestones Complex Case Procedures, Ex. B	The Debtors shall comply with the following chapter 11 milestones, which may be extended by the Required Lenders, all in form and substance satisfactory to the DIP Agent: (a) on or before five (5) days after the Petition Date, the Court shall have entered the Interim Order; (b) on or before ten (10) days after the Petition Date, the Debtors shall file with the Court a motion to seeking to implement procedures for store closings; (c) on or before ten (10) Business Days after the Petition Date, the Debtors shall file with the Court a motion to requesting an order of the Court extending the lease assumption/rejection period such that the lease assumption/rejection period shall be two hundred and ten (210) days from the Petition Date; (d) on or before fourteen (14) days after the Petition Date, the Debtors shall have delivered to the DIP Agent a plan for optimization of the leased property portfolio and real estate portfolio (the "Lease Optimization Plan"); (e) on or before fifteen (15) days after the Petition Date, the Debtors shall file with the Court an Acceptable Plan (as defined in the DIP ABL Credit Agreement) and a disclosure statement with respect to such Acceptable Plan (the "Disclosure Statement"); provided, that the Debtors' compliance with this milestone shall not be affected by technical and immaterial changes and other changes, modifications and supplements to such Acceptable Plan and Disclosure Statement that are reasonably acceptable to the Administrative Agent and Required Lenders filed with the Court subsequent to the original filing of such Acceptable Plan and Disclosure Statement; (f) on or before thirty-five (35) days after the Petition Date, the Court shall have entered the Final Order; (g) on or before forty (40) days after the Petition Date, the Court shall have entered an order implementing procedures for store closings; (h) on or before fifty (50) days after the Petition Date, the Court shall have entered an order extending the lease assumption/rejection period such that the lease	Exhibit 4

Summary of Material Terms for Interim Order	Interim Order Location
	assumption/rejection period shall be two hundred and ten (210) days from the Petition Date; (i) on or before seventy (70) days after the Petition Date, the Debtors shall have achieved results/outcome of the implementation of Lease Optimization Plan acceptable to the DIP Agent; (j) on or before seventy (70) days after the Petition Date, the Court shall have entered an order approving the Disclosure Statement; (k) on or before seventy-five (75) days after the Petition Date, unless the Court shall have entered an order approving the Disclosure Statement on or before seventy (70) days after the Petition Date, the Debtors shall have (i) delivered bid packages to liquidators with respect to the liquidation of all or substantially all of the assets of the Debtors based on a fee and equity basis, which bid packages shall include a request for bids to be received by the Debtors within five days and (ii) provided the DIP Agent and the DIP Lenders with the names of such prospective liquidators; (l) on or before one hundred-and-five (105) days after the Petition Date, the Court shall have entered the Confirmation Order (the Milestones set forth in paragraphs (j), (k), (l) and (m), collectively, the “Sale Milestones”); and (m) on or before one hundred and twenty (120) days after the Petition Date, the Acceptable Plan shall be effective and the Debtors shall have emerged from the Cases.
Repayment	<u>Repayment of Loans.</u> - On each Business Day, the DIP Agent will apply all funds credited to a concentration account of the Borrowers to, among other things, prepay amounts owing under the Prepetition ABL Credit Agreement or the DIP Obligations. - To the extent not previously prepaid, all outstanding Loans will be due and payable on the Maturity Date. <u>Voluntary Prepayment of Loans.</u> - The Borrowers may at any time and from time to time to prepay any borrowing under the DIP Agreement in whole or in part, subject to certain notices required under the DIP Agreement; <u>provided</u> that, any such prepayments shall be applied, first, to the obligations owing under the Prepetition ABL Credit Agreement then outstanding (in the order and manner provided in the Prepetition ABL Credit Agreement) and then to the DIP Obligations.

§§ 2.10 and 2.11 of the DIP Agreement

Statement Regarding Significant Provisions

15. The DIP Orders contain certain of the provisions (the “Significant Provisions”)⁶ identified on Exhibit B to the Complex Case Procedures as summarized in the *Attorney Checklist Concerning Motion and Order Pertaining to the Use of Cash Collateral* attached hereto as **Exhibit B**. The Interim Order, subject to entry of the Final Order, (a) grants superpriority administrative expense claims to the DIP Lenders, the DIP Agent, and the other secured parties under the DIP Facility (the “DIP Secured Parties”), subject only to the Carve Out; (b) binds the Debtors and all parties in interest with respect to the validity, perfection, or amount of the DIP Secured Parties’ liens or debt, or the waiver of the Debtors’ claims against the DIP Secured Parties (each subject to certain challenge rights); (c) authorizes the Debtors to refinance the Prepetition ABL Facility using proceeds of the DIP Facility; (d) subject to entry of the Final Order, waives the Debtors’ rights under section 506(c) of the Bankruptcy Code; (e) subject to entry of the Final Order, grants the DIP Secured Parties liens on the proceeds of the Debtors’ claims and causes of action under chapter 5 of the Bankruptcy Code; (f) imposes deadline for the filing of a plan or disclosure statement; and (g) grants Adequate Protection and Adequate Protection Liens to the Prepetition Secured Parties. More specifically, the Significant Provisions include the following:

- a. ***No Cross-Collateralization.*** The Interim Order does not provide for cross collateralization. The Interim Order provides for Adequate Protection Liens and superpriority claims against the Debtors, but limited to the extent of diminution in value of any collateral owned by the Debtors.

⁶ Significant Provisions refer to those provisions that: (a) grant cross-collateralization protection (other than replacement liens or other adequate protection) to prepetition secured creditors; (b) deem prepetition secured debt to be postpetition debt or that use postpetition loans from a prepetition secured creditor to pay part or all of that secured creditor’s prepetition debt, other than as provided in section 552(b) of the Bankruptcy Code; (c) bind the bankruptcy estates or any parties in interest with respect to the validity, perfection, or amount of the secured creditor’s prepetition lien or debt or the waiver of claims against the secured creditor; (d) waive or limit the estate’s rights under section 506(c) of the Bankruptcy Code; (e) grant prepetition secured creditors liens on the debtor’s claims and causes of action arising under chapter 5 of the Bankruptcy Code; (f) impose deadlines for the filing of a plan or disclosure statement; and (g) grant an administrative claim.

- b. ***Validity, Perfection, and Amount of Prepetition Liens.*** The Debtors acknowledge, admit, agree, and stipulate to various matters, including the validity, perfection, and priority of the Prepetition Liens. See Interim Order ¶ F. The stipulations set forth in section F of the Interim Order are binding on the Debtors and any successors thereto. See Interim Order ¶ F. Parties in interest may challenge the stipulations set forth in the Interim Order by no later than the date that is no later than the earlier of (I) (a) 60 days from the date of formation of a Committee (if appointed) or (b) 75 days following the entry of the Interim Order in the case that no Committee is appointed or (II) the entry of an order confirming a plan of the Debtors or the sale of all or substantially all the assets of the Debtors, as such applicable date may be extended in writing from time to time in the sole discretion of the Prepetition ABL Agent (with respect to the Prepetition ABL Documents) and the Prepetition Term Loan Agent (with respect to the Prepetition Term Loan Documents), or by the Court for good cause shown pursuant to an application filed by a party in interest prior to the expiration of the Challenge Deadline. See Interim Order ¶ 50.
- c. ***506(c) Waiver*** Subject to entry of the Final Order, no costs or expenses of administration which have been or may be incurred in the Cases at any time shall be charged against the DIP Secured Parties, the Prepetition Secured Parties, or any of their respective claims, the DIP Collateral, or the Prepetition Collateral pursuant to sections 105 or 506(c) of the Bankruptcy Code, or otherwise, without the prior written consent of the DIP Secured Parties or the Prepetition Secured Parties, as applicable, and no such consent shall be implied from any other action, inaction, or acquiescence by any such parties. See Interim Order ¶ 52.
- d. ***Liens on Avoidance Actions.*** Subject solely to entry of the Final Order, the DIP Liens and Adequate Protection Liens shall attach to any proceeds or property recovered (but not on the actual claims and causes of action) in respect of any Avoidance Action. See Interim Order ¶¶ 5, 12.
- e. ***Provisions Imposing Plan or Disclosure Statement Filing Deadlines.*** There are milestones in the Interim Order for filing a disclosure statement and filing or confirming a chapter 11 plan. See Interim Order Exhibit 4.
- f. ***Provisions Granting Administrative Claims.*** The Interim Order provides for joint and several superpriority administrative claims against the Debtors as provided in section 507(b) of the Bankruptcy Code, with priority in payment over any and all unsecured claims and administrative expense claims against Debtors (subject to the Carve Out). See Interim Order ¶ 14.

16. In light of the foregoing, the Debtors submit that the Significant Provisions are appropriate under the facts and circumstances of these Chapter 11 Cases. The Significant Provisions in the Interim Order and the Final Order should be approved.

Background

I. The Debtors' Prepetition Capital Structure.

17. As of the Petition Date, the Debtors' capital structure consists of outstanding funded debt obligations in the aggregate principal amount of approximately \$1.4 billion, including the Prepetition ABL Facility, the Prepetition Term Loan, and the Senior Notes. The following table summarizes the Debtors' outstanding funded-debt obligations as of the Petition Date:

Funded Debt	Maturity	Interest Rates	Principal Amount Outstanding
Prepetition ABL Facility	October 25, 2022 ⁷	1.7%	\$375 million line balance and \$22.9 million L/C balance
Prepetition Term Loan	April 9, 2025 ⁸	5.53% ⁹	\$877.4 million
Senior Notes	July 1, 2022	7.0%	\$173.8 million
TOTAL			\$1.4 billion

A. The Prepetition ABL Facility.

18. The Debtors are party to that certain credit agreement, dated as of June 18, 2014 (as amended by that certain amendment no. 1 dated as of July 28, 2014, amendment no. 2, dated as of October 25, 2017, amendment no. 3, dated as of April 30, 2019, and as may be further amended, restated, modified or supplemented from time to time, the "Prepetition ABL Credit Agreement"), by and among The Men's Wearhouse, Inc., each of the U.S. subsidiary borrowers from time to time party thereto, Moores the Suit People Corp., the Canadian guarantors party

⁷ Subject to a springing maturity (a) on April 1, 2022, if any Senior Notes remain outstanding on that date, or (b) on the date that is the 91st day prior to the final maturity date of any class or tranche of term loans under the Prepetition Term Credit Agreement.

⁸ Subject to a springing maturity provision that would accelerate the maturity of the Prepetition Term Loans to April 1, 2022 if any of the Debtors' obligations under their Senior Notes remain outstanding as of April 1, 2022.

⁹ Based on 1-month LIBOR, which was 2.51% at February 2, 2019, plus the applicable margin of 3.25%, resulting in total interest rate of 5.76%. Interest swap agreements converted 80% of loan to a fixed rate resulting in weighted rate of 5.77%.

thereto, the lenders party thereto (the “Prepetition ABL Lenders”), and JPMorgan Chase Bank, N.A., as administrative agent (the “Prepetition ABL Agent”), and JPMorgan Chase Bank, N.A. Toronto branch, as Canadian administrative agent.

19. The Prepetition ABL Credit Agreement provides for a \$550 million facility with possible future increases to \$650 million (subject to a borrowing base composed primarily of receivables, credit card receivables and inventory) with a maturity date of October 25, 2022 (the “Prepetition ABL Facility”).¹⁰ The October 25, 2022 maturity date is subject to a springing maturity (a) on April 1, 2022, if any Senior Notes remain outstanding on that date, or (b) on the date that is the 91st day prior to the final maturity date of any class or tranche of term loans under the Prepetition Term Credit Agreement.

20. The obligations under the Prepetition ABL Facility (the “Prepetition ABL Obligations”) are secured on a senior basis by a first priority lien on substantially all of the assets of Tailored Brands, Inc., certain U.S. subsidiaries, and Moores The Suit People Corp., including, without limitation, accounts (including receivables), inventory, deposit accounts, security accounts, cash, and cash equivalents (collectively, the “Prepetition Collateral”). Certain of the Debtors have jointly and severally guaranteed all U.S. borrowing obligations under the Prepetition ABL Facility. Due to ongoing liquidity constraints, the aggregate availability under the Prepetition ABL Facility has been constrained for many months preceding the Petition Date, including due to

¹⁰ The Prepetition ABL Facility has several borrowing and interest rate options including the following indices: (a) adjusted LIBOR, (b) Canadian Dollar Offered Rate rate, (c) Canadian prime rate, or (d) an alternate base rate (equal to the greater of the prime rate, the New York Federal Reserve Bank rate plus 0.5% or adjusted LIBOR for a one-month interest period plus 1.0%). Advances under the Prepetition ABL Facility bear interest at a rate per annum using the applicable indices plus a varying interest rate margin of up to 1.75%. The Prepetition ABL Facility also provides for fees applicable to amounts available to be drawn under outstanding letters of credit which range from 1.25% to 1.75%, and a fee on unused commitments of 0.25%.

a \$260 million draw as a proactive measure in response to COVID-19. As of the Petition Date, there is approximately \$65 million of availability under the ABL Facility.

B. The Prepetition Term Loan.

21. The Men's Wearhouse, Inc. is party to that certain term credit agreement, dated as of June 8, 2014 (as amended by that certain amendment no. 1, dated June 26, 2014, as further amended by that certain incremental facility agreement no. 1, dated as of April 7, 2015, as further amended by that certain amendment no. 2, dated as of April 9, 2018, as further amended by that certain amendment no. 3, dated as of October 10, 2018, and as may be further amended, restated, amended and restated, modified, or supplemented from time to time, the "Prepetition Term Loan Credit Agreement," and the loans provided thereunder, the "Prepetition Term Loan"), with the lender from time to time party thereto (the "Prepetition Term Loan Lenders") and JPMorgan Chase, N.A. as administrative agent (the "Prepetition Term Loan Agent").

22. The Prepetition Term Loan Credit Agreement has a commitment level of \$900 million¹¹ and provides for an interest rate of 5.53%,¹² with a maturity date of April 9, 2025.¹³ The obligations are secured on a senior basis by a first priority lien on substantially all of the assets

¹¹ In addition to this commitment level, the Prepetition Term Loan Credit Agreement provides for the ability to request additional term loans or incremental equivalent debt borrowings, all of which uncommitted, in an aggregate amount up to the greater of (a) \$250 million and (b) an aggregate principal amount such that, on a *pro forma* basis (giving effect to such borrowings), the senior secured leverage ratio will not exceed 2.5 to 1.0.

¹² The interest rate on the Term Loan is based on 1-month LIBOR, which was 0.30% at May 2, 2020. However, the Term Loan interest rate is subject to a LIBOR floor of 1%, plus the applicable margin of 3.25%, results in a total interest rate of 4.25%. We have two interest rate swap agreements where the variable rates due under the Term Loan have been exchanged for a fixed rate. At May 2, 2020, the total notional amount under these interest rate swaps is \$705.0 million. As a result of our interest rate swaps, 80% of the variable interest rate under the Term Loan has been converted to a fixed rate and, as of May 2, 2020, the Term Loan had a weighted average interest rate of 5.62%.

¹³ The April 9, 2025 maturity date is subject to a springing maturity provision that would accelerate the maturity of the Prepetition Term Loans to April 1, 2022 if any of the Debtors' obligations under their Senior Notes remain outstanding as of April 1, 2022.

of the Debtors. As of the Petition Date, the Debtors have approximately \$877.4 million of aggregate principal outstanding under the Prepetition Term Loan Credit Agreement.

C. Senior Notes.

23. The Men's Wearhouse, Inc. issued 7.00% senior notes (the "Senior Notes") in the aggregate amount of \$600 million under that certain indenture dated as of June 18, 2014 (the "Indenture"). The Senior Notes are guaranteed, jointly and severally, on an unsecured basis by all other U.S. Debtors. The Senior Notes and the related guarantees are senior unsecured obligations of The Men's Wearhouse, Inc. and the guarantors, respectively, and will rank equally with all of The Men's Wearhouse, Inc.'s and each guarantor's present and future senior indebtedness. The Senior Notes will mature on July 1, 2022.¹⁴ As of the Petition Date, there is approximately \$173.8 million outstanding under the Senior Notes.

D. Equity Interests.

24. Tailored Brands, Inc.'s common stock is traded on the New York Stock Exchange ("NYSE") under the symbol "TLRD." As of the Petition Date, there were approximately 49.9 million shares outstanding.

II. The Debtors' Need for Immediate Access to the DIP Facility and Cash Collateral.

25. The DIP Facility and continued use of Cash Collateral will ensure that the Debtors are able to continue operating during these Chapter 11 Cases and preserve the value of their estates for the benefit of all parties in interest. Without postpetition financing and access to Cash Collateral, the Debtors will be unable to pay wages for their employees, rent to their landlords,

¹⁴ The Debtors may redeem some or all of the Senior Notes at any time on or after July 1, 2017 at the redemption prices set forth in the Indenture. As of February 1, 2020, the redemption price is 101.75% of the face value and steps down to 100% of the face value on July 1, 2020. Upon the occurrence of certain specific changes of control, they may be required to offer to purchase the Senior Notes at 101% of their aggregate principal amount plus accrued and unpaid interest thereon to the date of purchase.

preserve and maximize the value of their estates, and administer these Chapter 11 Cases, causing immediate and irreparable harm to the value of the Debtors' estates to the detriment of all stakeholders.

26. Further compounding the Debtors' liquidity need, in-store shopping at the Debtors' retail locations has grinded to a halt as a result of COVID-19. In response to state and local government mandates and recommendations, on March 17, 2020, the Debtors announced the temporarily closure of all retail locations in the U.S. and Canada. On March 19, the Debtors also announced the closure of their e-commerce fulfillment centers. The Debtors later extended their store closures until at least May 4, 2020. These store closures have significantly contributed to missed sales targets, unsold inventory, and constrained liquidity. Online sales have also suffered as a result of the COVID-19 outbreak primarily due to lower disposable income spending and concern among consumers with respect to the state of the economy.

27. Moreover, because the Debtors operate in a highly competitive industry, a seamless transition into chapter 11 and the ability to continue operations uninterrupted is imperative for the Debtors to preserve their market share, the reputation of their businesses, and the loyalty and goodwill of their customers, suppliers, and employees. The ability to effectuate the RSA, and the contemplated terms of restructuring therein, in an orderly manner hinges directly on the Debtors' ability to provide the necessary assurances to their key stakeholders. Commencing these Chapter 11 Cases with access to the DIP Facility and Cash Collateral will communicate to such stakeholders that the Debtors will be able to continue meeting the needs of their customers, compensating their employees, paying their vendors, and managing their businesses in a manner as close to the ordinary course as possible.

28. Absent such an ability to strongly demonstrate in the current market environment that the Debtors have the means available to operate in the ordinary course and procure goods and services that are vital to ongoing business operations, customers may seek alternatives, and vendors and suppliers may refuse to do business with the Debtors. The DIP Facility will be available to provide coverage of any shortfall in working capital for the Debtors' businesses, fund adequate protection payments, including those provided for herein, and satisfy the costs associated with consummating a plan of reorganization and completing the Debtors' restructuring.

29. In addition, through the conversion of the DIP Facility into the Exit ABL Facility, the DIP Facility will provide the Debtors the ability to obtain exit financing without the additional costs that would be incurred on account of an exit financing marketing process. The DIP Facility will further decrease costs by allowing the Debtors to issue letters of credit without the need to cash collateralize or provide adequate protection.

30. Accordingly, the Debtors require interim approval of the DIP Facility and access to Cash Collateral to allow the Debtors to access to the mission-critical liquidity under the DIP Facility to fund these Chapter 11 Cases.¹⁵ Absent the immediate relief requested by this Motion, the Debtors face a material risk of substantial, irreparable, and ongoing harm. Access to the DIP Facility and Cash Collateral will ensure the Debtors have sufficient funds to preserve and maximize the value of their estates, and responsibly administer these Chapter 11 Cases.

III. The Debtors' Proposed Adequate Protection Is Fair and Reasonable.

31. The Adequate Protection provided in the Interim Order is fair and reasonable under the circumstances. The Adequate Protection package proposed for, and agreed to by, the Prepetition ABL Secured Parties includes: (a) Prepetition ABL Adequate Protection Liens; (b) a

¹⁵ See Etlin Decl. ¶¶ 19–22.

Prepetition ABL Superpriority Claim; and (c) Prepetition ABL Adequate Protection Payments. The Adequate Protection package proposed for, and agreed to by, the Prepetition Term Loan Secured Parties includes: (a) Prepetition Term Loan Adequate Protection Liens; (b) Prepetition Term Loan Superpriority Claim; (c) Prepetition Term Loan Adequate Protection Payments; and (d) continued periodic reporting under the Prepetition Term Loan Credit Agreement and other enhanced reporting obligations and access to management of the Debtors no less than once every week.

32. Taken together, the cumulative effect of all of these provisions is to provide reasonable, appropriate, and indisputably adequate protection for the Prepetition Secured Parties.¹⁶ The proposed Adequate Protection is sufficient to protect the Prepetition Secured Parties from any diminution in value to the Prepetition Collateral, including Cash Collateral. In light of the foregoing, the Debtors submit, and the Prepetition Secured Parties agree, that the proposed Adequate Protection to be provided for the benefit of the Prepetition Secured Parties are appropriate.¹⁷ Access to Prepetition Term Loan Lenders Cash Collateral (including the Term Loan Segregated Cash) will allow the Debtors to free availability under the DIP Facility and thus provide liquidity that is vital for the Debtors to maintain operations, pay employees, and fund these Chapter 11 Cases. Thus, the Debtors' provision of the Adequate Protection is not only necessary to protect against any diminution in value but is fair and appropriate under the circumstances of these Chapter 11 Cases to ensure the Debtors are able to continue using Cash Collateral for the benefit of all parties in interest and their estates.

¹⁶ See Etlin Decl. ¶¶ 22–23.

¹⁷ Pursuant to the DIP Orders, the Prepetition Secured Parties are permitted to seek additional adequate protection in accordance with the terms thereof.

IV. Alternative Sources of Financing Are Not Readily Available.

33. The Debtors do not have alternative sources of financing readily available with terms better than those included in the DIP Facility. First, as described in the Baird Declaration, the Debtors' prepetition out-of-court marketing process—which included outreach to numerous parties for a variety of financing solutions—yielded no actionable results that would position the Debtors for long-term success. Second, the marketing process was constrained by the fact that all or substantially all of the Debtors' assets are encumbered under the Prepetition ABL Facility and the Prepetition Term Loan Facility, which restricts the availability of, and options for, postpetition financing.¹⁸

34. In the weeks prior to the Petition Date, the Debtors, PJT Partners LP ("PJT"), undertook a competitive marketing process for the DIP and exit facilities that involved both parties within as well as parties outside of the Debtors' existing capital structure. In particular, the Debtors prioritized a senior, asset based revolving DIP facility that refinanced the Debtors' Prepetition ABL Obligations using the same collateral as the Debtors' Prepetition ABL Obligations.¹⁹ With this in mind, and in parallel with discussions with the Prepetition ABL Agent, in July, PJT, at the direction of the Debtors, began reaching out to parties with the requisite experience and sophistication to participate in such facility. Potential providers of asset-based revolving DIP facilities are generally traditional banks and credit funds among other financial institutions, who are familiar with the chapter 11 process and who can move quickly to close a transaction.

¹⁸ See Baird Decl. ¶ 12.

¹⁹ See *id.*

35. In total, over 28 independent third-party capital providers were contacted and 15 non-disclosure agreements (“NDA”) were executed.²⁰ Fourteen parties subject to NDAs were granted access to a virtual data room containing detailed information regarding the Debtors and received access to non-public information. As a result of these efforts, seven potential lenders engaged in discussions with the Debtors, and two potential lenders requested further diligence material that were promptly provided and/or held diligence calls with the Debtors and their advisors and discussed the terms of potential DIP financing. The Debtors ultimately received one indication of interest from a party outside of the Debtors’ existing capital structure for an asset-based revolving DIP facility. Such indication of interest did not provide better economic terms to the Debtors compared to the DIP Facility.

36. In addition, PJT discussed the release of the Term Loan Segregated Cash with the Prepetition Term Loan Lenders to minimize costs to the estate and enhance the Debtors’ liquidity. After a lengthy negotiating process, the Prepetition Term Loan Lenders consented to the release of the Term Loan Segregated Cash, in accordance to and subject to the terms of the the Budget and the Interim Order. PJT also continued to explore options by discussing potential DIP financing with certain holders of the Unsecured Notes on a junior basis to the existing liens on the ABL Collateral and Term Loan Collateral. These holders did not express an interest in junior financing. In addition, no party was willing to provide financing to the Debtors on a junior lien or an unsecured basis.²¹

37. As a result, leading up to the Petition Date, it became clear to the Debtors that their best path to financing their chapter 11 cases was through a financing facility from the Prepetition

²⁰ See *id.* ¶ 13.

²¹ See *id.* ¶ 14.

ABL Lenders. Because the Prepetition ABL Facility is being refinanced in full, the DIP Facility does not prime the Prepetition ABL Lenders' liens on their collateral under the Prepetition ABL Facility.²² Accordingly, the Debtors avoid the need to engage in a priming fight at the outset of these Chapter 11 Cases. Moreover, in the event that the DIP Facility converts to the Exit ABL Facility, the DIP Facility will allow the Debtors to emerge from chapter 11 without the additional costs that would be incurred on account of an exit financing marketing process that would otherwise be incurred if the Debtors separately sought exit facility at a later date. Importantly, this conversion mechanism also provides the Debtors with a clear path to emergence, setting the stage for a successful restructuring and minimizing the costs associated with potential business disruption due to a lack of exit financing. In connection with entry into the DIP Facility, the Prepetition ABL Secured Parties also consented to the Debtors' use of their Cash Collateral upon entry of the Interim Order.

V. The DIP Facility Is in the Best Interest of the Estates.

38. As described above, the Debtors ultimately determined in their business judgment that the DIP Facility provided the most attractive financing available. Access to the DIP Facility provides access to critical liquidity, paves the way to a successful emergence from these Chapter 11 Cases by securing exit financing, and protects against market uncertainty and potentially liquidity concerns during the COVID-19 pandemic. The DIP Facility contemplated by this Motion will also instill confidence to the Debtors' customers, vendors, employees, and contract counterparties that operations are appropriately funded and that the bankruptcy filing will not negatively impact the Debtors' businesses. As such, the DIP Facility is fundamental to the

²² See *id.* ¶ 15.

preservation and maintenance of the Debtors' going-concern value during these Chapter 11 Cases and will facilitate the Debtors' successful reorganization.

39. The Debtors arrived in chapter 11 with a pre-negotiated deal in place and intend to continue engaging with all stakeholders postpetition to use the chapter 11 process to maintain consensus around a value-maximizing result that will inure to the benefit of stakeholders enterprise wide. Ultimately, the DIP Lenders offered the superior financing proposal in light of the circumstances of these Chapter 11 Cases, the time available, and the current market for such financing. Moreover, the DIP Facility will allow the Debtors to emerge from chapter 11 with immediate access to capital through a revolving credit facility on favorable terms. As a result, the Debtors ultimately determined in their business judgment that the DIP Facility was the most attractive financing available.

Basis for Relief

I. The Debtors Should Be Authorized to Obtain Postpetition and Exit Financing Through the DIP Documents.

A. Entry into the DIP Documents Is an Exercise of the Debtors' Sound Business Judgment.

40. The Court should authorize the Debtors to enter into the DIP Documents, refinance the Prepetition ABL Facility in full, provide access to the DIP Facility and Cash Collateral, and convert the DIP Facility into the Exit ABL Facility upon the occurrence of the Conversion Date. Section 364 of the Bankruptcy Code authorizes a debtor to obtain secured or superpriority financing under certain circumstances discussed in detail below. Courts grant a debtor-in-possession considerable deference in acting in accordance with their business judgment in obtaining postpetition secured credit, so long as the agreement to obtain such credit does not run afoul of the provisions of, and policies underlying, the Bankruptcy Code. *See, e.g., In re N. Bay Gen. Hosp., Inc.*, No. 08-20368 (Bankr. S.D. Tex. July 11, 2008) (order approving postpetition

financing on an interim basis as exercise of debtors' business judgment); *In re L.A. Dodgers LLC*, 457 B.R. 308, 313 (Bankr. D. Del. 2011) (“[C]ourts will almost always defer to the business judgment of a debtor in the selection of the lender.”); *In re Ames Dep’t Stores*, 115 B.R. 34, 40 (Bankr. S.D.N.Y. 1990) (“[C]ases consistently reflect that the court’s discretion under section 364 is to be utilized on grounds that permit reasonable business judgment to be exercised so long as the financing agreement does not contain terms that leverage the bankruptcy process and powers or its purpose is not so much to benefit the estate as it is to benefit a party-in-interest.”).

41. To determine whether the business judgment standard is met, a court need only “examine whether a reasonable business person would make a similar decision under similar circumstances.” *In re Exide Techs.*, 340 B.R. 222, 239 (Bankr. D. Del. 2006); *see also In re Curlew Valley Assocs.*, 14 B.R. 506, 513–14 (Bankr. D. Utah 1981) (noting that courts should not second guess a debtor’s business decision when that decision involves “a business judgment made in good faith, upon a reasonable basis, and within the scope of [the debtor’s] authority under the [Bankruptcy] Code”).

42. In considering whether the terms of postpetition financing are fair and reasonable, courts consider the terms in light of the relative circumstances of both the debtor and the potential lender. *In re Farmland Indus., Inc.*, 294 B.R. 855, 886 (Bankr. W.D. Mo. Apr. 17, 2003); *see also Unsecured Creditors’ Comm. Mobil Oil Corp. v. First Nat’l Bank & Trust Co. (In re Ellingsen McLean Oil Co., Inc.)*, 65 B.R. 358, 365 n.7 (W.D. Mich. Apr. 30, 1986) (recognizing a debtor may have to enter into “hard” bargains to acquire funds for its reorganization).

43. The Debtors’ determination to move forward with the DIP Facility, and the potential Exit ABL Facility, is a sound exercise of their business judgment following an arm’s length negotiation process and careful evaluation of available alternatives. The Debtors and their

advisors determined that the DIP Facility provides financing on more favorable economic terms than other alternatives. The Debtors and their advisors also determined that the DIP Facility not only provides certainty with respect to the capital necessary for the administration of these Chapter 11 Cases through emergence and the Debtors' ongoing business operations but also to successfully emerge from these Chapter 11 Cases through the access of the Exit ABL Facility.

44. The Debtors negotiated the DIP Documents with the DIP Lenders in good faith, at arm's-length, and with the assistance of their advisors, and the Debtors believe that they have obtained the best financing currently available to the Debtors because (a) no lenders were willing to provide viable debtor-in-possession junior to the Prepetition Secured Parties on a junior lien or an unsecured or administrative priority basis and (b) the DIP Facility presents the best financing reasonably available to the Debtors with significant availability and competitive pricing while avoiding the time and expense of a priming fight and providing certainty as to the Debtors' liquidity at emergence. Accordingly, the Court should authorize the Debtors' entry into the DIP Documents as a reasonable exercise of the Debtors' business judgment.

45. Additionally, the repayment of the Prepetition ABL Credit Facility in full in cash with part of the proceeds of the DIP Facility is a sound exercise of the Debtors' business judgment. Under the DIP Facility, the Prepetition ABL Credit Facility will be repaid in full upon entry of the Interim DIP Order and in connection with the Debtors' initial draw under the DIP Facility. Such repayment is necessary to allow the Debtors to take full advantage of the favorable economic terms offered by the DIP Facility and the Exit ABL Facility, thereby maximizing value for all stakeholder. The repayment of the Prepetition ABL Credit Facility will merely accelerate the satisfaction of the Prepetition ABL Obligations without affecting recovery to other creditors because the Debtors believe that these prepetition obligations are fully secured by first-priority

liens in the Prepetition Collateral, with a value in excess of outstanding borrowings, and therefore would have received a full recovery upon emergence. Finally, repaying the Prepetition ABL Obligations will not prejudice any party's right to challenge the amount, validity, perfection, enforceability, priority, or extent of the Prepetition ABL Obligations or the liens arising under the Prepetition ABL Credit Agreement in accordance with the Interim Order—which are expressly reserved under the Interim Order.

B. The Debtors Should Be Authorized to Grant Liens and Superpriority Claims to the DIP Lenders.

46. The Debtors intend to provide security interests and liens as set forth in the DIP Documents pursuant to section 364(c) of the Bankruptcy Code. Specifically, the Debtors propose to provide to the DIP Lenders continuing, valid, binding, enforceable, non-avoidable, and automatically and properly perfected postpetition security interests in, and liens on, the DIP Collateral, subject to the Carve Out.

47. The statutory requirement for obtaining postpetition credit under section 364(c) of the Bankruptcy Code is a finding, made after notice and hearing, that a debtor is “unable to obtain unsecured credit allowable under Section 503(b)(1) of [the Bankruptcy Code].” 11 U.S.C. § 364(c); *see In re Crouse Grp., Inc.*, 71 B.R. 544, 549 (Bankr. E.D. Pa. 1987) (secured credit under section 364(c) of the Bankruptcy Code is authorized, after notice and hearing, upon showing that unsecured credit cannot be obtained). Courts have articulated a three-part test to determine whether a debtor is entitled to financing under section 364(c) of the Bankruptcy Code. Specifically, courts look to whether:

- a. the debtor is unable to obtain unsecured credit under section 364(b) of the Bankruptcy Code, *i.e.*, by allowing a lender only an administrative claim;
- b. the credit transaction is necessary to preserve the assets of the estate; and

- c. the terms of the transaction are fair, reasonable, and adequate, given the circumstances of the debtor-borrower and proposed lenders.

See In re Ames Dep't Stores, 115 B.R. at 37–40; *see also In re St. Mary Hosp.*, 86 B.R. 393, 401-02 (Bankr. E.D. Pa. 1988); *In re Crouse Grp.*, 71 B.R. at 549.

48. The Debtors meet each part of this test. As described above, no lenders were willing to provide postpetition financing on a junior lien or an unsecured or administrative priority basis.²³ The DIP Lenders will not fund the DIP Facility on any other terms, and no other existing stakeholder or third party has presented a higher or otherwise better debtor-in-possession financing proposal. In addition, the DIP Facility provides the Debtors with an exit ABL facility at favorable terms. Absent the DIP Facility, which will provide liquidity to pay down outstanding indebtedness under the Prepetition ABL Facility, certainty that the Debtors will have sufficient liquidity to administer these Chapter 11 Cases, and comfort to their employees and vendor constituencies that business will continue in the ordinary course, the value of the Debtors' estates would be impaired to the detriment of all stakeholders. Given the Debtors' circumstances, the Debtors believe that the terms of the DIP Facility, as set forth in the DIP Documents are fair, reasonable, and meet the standard for obtaining postpetition financing.

49. In the event a debtor is unable to obtain unsecured credit allowable as an administrative expense under section 503(b)(1) of the Bankruptcy Code, section 364(c) of the Bankruptcy Code provides that a court “may authorize the obtaining of credit or the incurring of debt (1) with priority over any or all administrative expenses of the kind specified in section 503(b) or 507(b) of [the Bankruptcy Code]; (2) secured by a lien on property of the estate that is not otherwise subject to a lien; or (3) secured by a junior lien on property of the estate that is subject

²³ See Baird Decl. ¶ 14.

to a lien.” The Debtors are unable to obtain unsecured credit. Therefore, approving superpriority claims in favor of the DIP Lenders is reasonable and appropriate.

C. No Comparable Alternative to the DIP Facility Is Reasonably Available.

50. A debtor need only demonstrate “by a good faith effort that credit was not available without” the protections afforded to potential lenders by sections 364(c) of the Bankruptcy Code. *In re Snowshoe Co., Inc.*, 789 F.2d 1085, 1088 (4th Cir. 1986); *see also In re Reading Tube Indus.*, 72 B.R. 329, 332 (Bankr. E.D. Pa 1987). Moreover, in circumstances where only a few lenders likely can or will extend the necessary credit to a debtor, “it would be unrealistic and unnecessary to require [the debtor] to conduct such an exhaustive search for financing.” *In re Sky Valley, Inc.*, 100 B.R. 107, 113 (Bankr. N.D. Ga. 1988), *aff’d sub nom. Anchor Sav. Bank FSB v. Sky Valley, Inc.*, 99 B.R. 117, 120 n.4 (N.D. Ga. 1989); *see also In re Ames Dep’t Stores*, 115 B.R. at 37–39 (debtor must show that it made reasonable efforts to seek other sources of financing under section 364(a) and (b)) (citing *In re Snowshoe Co.*, 789 F.2d at 1088 (demonstrating that credit was unavailable absent the senior lien by establishment of unsuccessful contact with other financial institutions in the geographic area)); *In re Stanley Hotel, Inc.*, 15 B.R. 660, 663 (D. Colo. 1981) (bankruptcy court’s finding that two national banks refused to grant unsecured loans was sufficient to support conclusion that section 364 requirement was met).

51. The Debtors do not believe that comparable alternative sources of financing are reasonably available given the realities imposed by the Debtors’ existing capital structure and the Debtors’ unsuccessful solicitation of alternative financing proposals on better or equally favorable terms. The Debtors solicited financing proposals from several potential lenders and ultimately conducted arm’s-length negotiations with the DIP Lenders regarding the terms of the DIP Facility and the Exit ABL Facility. Alternative sources of financing, especially ones that offer committed

post-emergence financing and avoid the need for a costly priming fight, with better or equally favorable terms are not available to the Debtors.

52. The Debtors determined that the DIP Facility is the best available opportunity to the Debtors under the circumstances to fund these Chapter 11 Cases and, if converted to the Exit ABL Facility, to provide liquidity upon emergence from chapter 11. The requirement of section 364 of the Bankruptcy Code that alternative credit on more favorable terms be unavailable to the Debtors is satisfied.

D. The Proposed Refinancing of Prepetition ABL Facility Should Be Approved.

53. The proposed refinancing of the Prepetition ABL Facility with the proceeds of the DIP Facility is an exercise of the Debtors' sound business judgment. Section 363(b) of the Bankruptcy Code permits a debtor to use, sell, or lease property, other than in the ordinary course of business, with court approval. Courts in the Fifth Circuit have recognized that it is appropriate to authorize the payment of prepetition obligations where necessary to protect and preserve the estate, including an operating business's going-concern value. *See, e.g., In re CoServ, L.L.C.*, 273 B.R. 487, 497 (Bankr. N.D. Tex. 2002) (authorizing payment of certain prepetition claims pursuant to "doctrine of necessity"); *In re Equalnet Commc'ns Corp.*, 258 B.R. 368, 369–70 (Bankr. S.D. Tex. 2000) (holding that business transactions critical to the survival of the business of the debtor are exceptions to the general rule of nonpayment of prepetition claims prior to plan confirmation). The business judgment rule shields a debtor's management from judicial second-guessing. *In re Johns-Manville Corp.*, 60 B.R. 612, 615–16 (Bankr. S.D.N.Y. 1986) ("[T]he [Bankruptcy] Code favors the continued operation of a business by a debtor and a presumption of reasonableness attaches to a debtor's management decisions.").

54. As set forth above, the DIP Agreement provides that, subject to entry of the Interim Order, the Prepetition ABL Facility will be fully repaid using part of the proceeds of the DIP

Facility, and the existing letters of credit issued thereunder will be “rolled-up” under the DIP Facility. The refinancing of the Prepetition ABL Facility, including the roll-up of existing letters of credit issued thereunder, is a sound exercise of the Debtors’ business judgment. The refinancing of the Prepetition ABL Facility was a material component of the structure of the RSA and the DIP Facility negotiated with the DIP Lenders, and a condition to their support for the restructuring transactions and their agreement to provide the Debtors with the DIP Facility and the potential Exit ABL Facility contemplated thereby. Without continued access to an asset-based lending facility and Cash Collateral to fund the administration of these Chapter 11 Cases, the Debtors’ would not be able to responsibly continue to operate on a go forward basis.²⁴ Maintaining the ability to continue as a going concern on the other side of a deleveraging restructuring transaction is of immense benefit to the Debtors’ estates and stakeholders, especially at a time of considerable uncertainty facing the capital market.

55. Importantly, the Prepetition ABL Secured Parties are oversecured. Where, as here, a prepetition secured creditor is oversecured, repaying such creditor that stands to receive payment in full with postpetition loans will not harm the Debtors’ estates and other creditors. Moreover, the conversion of the Prepetition ABL Obligations into DIP Obligations will provide an additional benefit to the estate because, in connection with this conversion, the Prepetition Term Loan Secured Parties have agreed to release approximately \$90 million of restricted cash securing the Prepetition Term Loan Facility. Finally, refinancing the Prepetition ABL Facility will not prejudice any party’s right to challenge the amount, validity, perfection, enforceability, priority, or extent of the Prepetition ABL Obligations or the liens thereto. Pursuant to the procedures set forth in the Interim Order, all parties in interest, including any official committee of unsecured

²⁴ See Etlin Decl. ¶ 16.

creditors that may be appointed in these Chapter 11 Cases (a “Committee”), may challenge the validity, extent, priority, perfection, and enforceability of the Prepetition Secured Obligations by no later than the earlier of (I) (a) 60 days from the date of formation of a Committee (if appointed) or (b) 75 days following the entry of the Interim Order in the case that no Committee is appointed or (II) the entry of an order confirming a plan of the Debtors or the sale of all or substantially all the assets of the Debtors. These procedures were developed to ensure that non-debtor party in interest would not be prejudiced by the relief requested herein.²⁵

56. The simple economic reality is that a peaceful, going concern transition in to chapter 11 comes at a price, which in this case the Debtors believe to be reasonable. The Prepetition ABL Secured Parties were unlikely to continue to lend postpetition without some assurance regarding their prepetition claims. Absent the Prepetition ABL Secured Parties’ support, the first month of the Debtors’ Chapter 11 Cases would likely devolve into a costly priming fight. In contrast, the refinancing of the Prepetition ABL Facility merely affects the timing, not the amount or certainty, of the Prepetition ABL Secured Parties recovery—the secured claims arising under the Prepetition ABL Facility are required by section 1129 of the Bankruptcy Code to be satisfied in full before recoveries to junior creditors may be provided, absent consent of such secured parties (which consent the Debtors do not have here).

57. Given these circumstances, the refinancing of the Prepetition ABL Facility, including the existing letters of credit issued thereunder, upon entry of the Interim Order is reasonable, appropriate, and a sound exercise of the Debtors’ business judgment.

²⁵ See Interim Order ¶ 50.

II. The Debtors Should Be Authorized to Use Cash Collateral.

58. The Debtors' use of property of their estates, including Cash Collateral, is governed by section 363 of the Bankruptcy Code,²⁶ which provides in relevant part that:

If the business of the debtor is authorized to be operated under section . . . 1108 . . . of this title and unless the court orders otherwise, the [debtor] may enter into transactions, including the sale or lease of property of the estate, in the ordinary course of business, without notice or a hearing, and may use property of the estate in the ordinary course of business without notice or a hearing.

11 U.S.C. § 363(c)(1).

59. Section 363(c)(2)(A) permits a debtor in possession to use cash collateral with the consent of the secured party. Here, the Prepetition ABL Secured Parties and the Prepetition Term Loan Secured Parties consent to the Debtors' use of Cash Collateral, subject to the terms and limitations set forth in the Interim Order. Therefore, the Debtors meet the standards of section 363(c)(2) of the Bankruptcy Code.

60. As described above and in the Etlin Declaration, access to Cash Collateral on an interim basis is essential to the continued operation of the Debtors' businesses and smooth entry into the Chapter 11 Cases. The Debtors believe use of Cash Collateral is in the best interests of the Debtors' estates and all of their stakeholders, including the Prepetition Secured Parties, and that the Interim Order should be approved.

²⁶ Section 363(a) of the Bankruptcy Code defines "cash collateral" as follows:

Cash, negotiable instruments, documents of title, securities, deposit accounts, or other cash equivalents whenever acquired in which the estate and an entity other than the estate have an interest and includes the proceeds, products, offspring rents, or profits of property and the fees, charges, accounts or other payments for the use or occupancy of rooms and other public facilities in hotels, motels, or other lodging properties subject to a security interest as provided in section 552(b) of this title, whether existing before or after the commencement of a case under this title.

11 U.S.C. § 363(a).

A. The Debtors' Proposed Grant of Adequate Protection to Use Cash Collateral Is Appropriate.

61. Section 363(e) provides for adequate protection of interests in property when a debtor uses cash collateral. Further, section 362(d)(1) of the Bankruptcy Code provides for adequate protection of interests in property due to the imposition of the automatic stay. *In re Cont'l Airlines*, 91 F.3d 553, 556 (3d Cir. 1996) (en banc). Although section 361 of the Bankruptcy Code provides examples of forms of adequate protection, such as granting replacement liens and administrative claims, courts decide what constitutes sufficient adequate protection on a case-by-case basis. *See, e.g., In re Swedeland Dev. Grp., Inc.*, 16 F.3d 552, 564 (3d Cir. 1994); *see also In re Dynaco Corp.*, 162 B.R. 389, 394 (Bankr. D.N.H. 1993) (citing 2 Collier on Bankruptcy ¶ 361.01[1] at 361–66 (15th ed. 1993) (explaining that adequate protection can take many forms and “must be determined based upon equitable considerations arising from the particular facts of each proceeding”)); *In re Beker Indus. Corp.*, 58 B.R. 725, 736 (Bankr. S.D.N.Y. 1986) (the application of adequate protection “is left to the vagaries of each case, but its focus is protection of the secured creditor from diminution in the value of its collateral during the reorganization process” (citation omitted)). Courts generally have found that using cash collateral to preserve the value of the secured creditors' collateral is a form of adequate protection in itself. *See, e.g., In re Salem Plaza Assocs.*, 135 B.R. 753, 758 (Bankr. S.D.N.Y. 1992) (holding that debtor's use of cash collateral from shopping center to pay operating expenses, thereby “preserv[ing] the base that generates the income stream,” provided adequate protection to the secured creditor).

62. The Prepetition ABL Secured Parties and the Prepetition Term Loan Secured Parties have consented to the Debtors' use of Cash Collateral in accordance with the Interim Order. Specifically, the Prepetition ABL Secured Parties have agreed to the Debtors' immediate access

to the Prepetition ABL Cash Collateral upon entry of the Interim Order, and the Prepetition Term Loan Secured Parties have agreed to provide access to the Prepetition Term Loan Collateral in accordance with certain milestones set forth in the Interim Order. As previously mentioned, the Debtors intend to use Cash Collateral to pay down the outstanding indebtedness under the DIP Facility, thereby increasing the Debtors' availability under the DIP Facility.

63. As part of that agreement, the Debtors have agreed to provide the Prepetition ABL Secured Parties and the Prepetition Term Loan Secured Parties with certain forms of adequate protection to protect against the postpetition diminution in value of Cash Collateral resulting from the use, sale, or lease of Cash Collateral by the Debtors and the imposition of the automatic stay. The proposed Adequate Protection package includes, *inter alia*, liens on existing and new cash, inventory, and other real and personal property of the Debtors (other than the Term Loan Segregated Cash prior to its release) and superpriority claims under section 507(b) of the Bankruptcy Code and, solely with respect to the Prepetition Term Loan Secured Parties, continued periodic reporting and other enhanced reporting obligations, all of which are standard and customary for a case of this size and nature.

64. The Prepetition Secured Parties will inherently benefit from the Debtors' proposed use of property of their estates, including Cash Collateral, which will prevent avoidable diminution in value of Cash Collateral, and enhance the likelihood of preserving the Debtors' overall going concern value as the Debtors continue to negotiate with all of their key stakeholders. Specifically, by Cash Collateral to lower their balance under the DIP Facility, the Debtors will be able to reduce interest expenses associated with subsequent borrowings. Preservation of the Debtors' business as a going concern in and of itself serves to provide such parties "adequate protection" for Bankruptcy Code purposes. *See 495 Cent. Park Ave. Corp.*, 136 B.R. 626, 631 (Bankr. S.D.N.Y.

1992) (noting that, in determining whether protection is “adequate,” courts consider “whether the value of the debtor’s property will increase as a result of the” use of collateral or provision of financing); *In re Sky Valley*, 100 B.R. at 114 (“[A]n increase in the value of the collateral . . . resulting from superpriority financing could result in adequate protection.” (citation omitted)).

65. The Debtors submit that the proposed Adequate Protection is sufficient to protect the Prepetition Secured Parties from any diminution in value to Cash Collateral. In light of the foregoing, the Debtors further submit, and the Prepetition Secured Parties agree, that the proposed Adequate Protection to be provided for the benefit of the Prepetition Secured Parties are appropriate.²⁷ Thus, the Debtors’ provision of the Adequate Protection is not only necessary to protect against any diminution in value but is fair and appropriate under the circumstances of these Chapter 11 Cases to ensure the Debtors are able to continue using Cash Collateral, subject to the terms and limitations set forth in the Interim Order, for the benefit of all parties in interest and their estates.

III. The Scope of the Carve Out Is Appropriate.

66. The proposed adequate protection is subject to the Carve Out contained in the DIP Orders. Without the Carve Out, the Debtors and other parties in interest may be deprived of certain rights and powers because the services for which professionals may be paid in these Chapter 11 Cases would be restricted. *See In re Ames Dep’t Stores*, 115 B.R. at 40 (observing that courts insist on carve outs for professionals representing parties in interest because “[a]bsent such protection, the collective rights and expectations of all parties-in-interest are sorely prejudiced”). The Carve Out does not directly or indirectly deprive the Debtors’ estates or other parties in interest

²⁷ Pursuant to the DIP Orders, the Prepetition Secured Parties are permitted to seek additional adequate protection in accordance with the terms thereof.

of possible rights and powers. Additionally, the Carve Out protects against administrative insolvency during the course of these Chapter 11 Cases by ensuring that assets remain for the payment of the Clerk of the Court, U.S. Trustee fees, and professional fees of the Debtors and any statutory committee appointed under section 1102 of the Bankruptcy Code in these Chapter 11 Cases.

IV. The Debtors Should Be Authorized to Pay the Fees Required by the DIP Agent and the DIP Lenders Under the DIP Documents.

67. In connection with negotiating the DIP Facility, the Debtors have agreed, subject to Court approval, to pay certain interests and fees to the DIP Lenders. In particular, as noted above, the Debtors have agreed to pay interests and fees consisting of the following:²⁸

- i. **Interest Rate.** The Borrowers shall pay interest at a rate, at the DIP Borrower's option, equal to the Base Rate or Canadian Prime Rate, as applicable, plus 1.50% per annum, or LIBOR or CDOR (in each case subject to a 0.75% floor), as applicable, plus 2.50% per annum, compounded monthly and payable monthly in cash in arrears.
- ii. **Unused Commitment Fee.** The Borrowers shall pay to the DIP Lenders a commitment fee equal to 0.30% on the average daily unused portions of the commitments under the \$500 million DIP Facility, payable quarterly in cash in arrears
- iii. **DIP Fee Letters.** Pursuant to that certain fee letters (the "Fee Letters"), which have been filed under seal with unredacted versions to be provided to the Court, the U.S. Trustee, and the Committee (if appointed), the Debtors have agreed to pay certain fees to the DIP Agent and the DIP Lenders.

68. The Debtors and the DIP Agent and DIP Lenders agree that these fees are an integral component of the overall terms of the DIP Facility, and are required by the DIP Lenders as consideration for the extension of postpetition financing. Further, each of the fees was subject

²⁸ The summaries contained in this Motion are qualified in their entirety by the provisions of the documents referenced. To the extent anything in this Motion is inconsistent with such documents, the terms of the applicable documents shall control. Capitalized terms used in this summary but not otherwise defined have the meanings ascribed to them in the DIP Documents.

to arm's-length and good faith negotiations between the Debtors and the DIP Agent on behalf of the DIP Lenders, and are market and appropriate in light of the circumstances of these Chapter 11 Cases. The Debtors considered the interest rates and fees described above when determining in their sound business judgment that the DIP Facility constituted the best, and only, actionable terms on which the Debtors could obtain the postpetition financing necessary to continue their operations, prosecute their cases, and benefit the Debtors' estates.

69. Accordingly, the Court should authorize the Debtors to pay the interest rates and fees provided under the DIP Documents and the Fee Letters.

V. The DIP Lenders Should Be Deemed Good-Faith Lenders Under Section 364(e) of the Bankruptcy Code.

70. Section 364(e) of the Bankruptcy Code protects a good-faith lender's right to collect on loans extended to a debtor, and their right in any lien securing those loans, even if the authority of the debtor to obtain such loans or grant such liens is later reversed or modified on appeal. Section 364(e) of the Bankruptcy Code provides that:

The reversal or modification on appeal of an authorization under this section [364 of the Bankruptcy Code] to obtain credit or incur debt, or of a grant under this section of a priority or a lien, does not affect the validity of any debt so incurred, or any priority or lien so granted, to an entity that extended such credit in good faith, whether or not such entity knew of the pendency of the appeal, unless such authorization and the incurring of such debt, or the granting of such priority or lien, were stayed pending appeal.

71. As explained herein, the DIP Documents are the result of: (a) the Debtors' reasonable and informed determination that the DIP Lenders offered the most favorable terms on which to obtain vital postpetition financing; and (b) arm's-length, good faith negotiations between the Debtors and the DIP Agent.

72. The Debtors submit that the terms and conditions of the DIP Documents are reasonable and appropriate under the circumstances, and the proceeds of the DIP Facility will be

used only for purposes that are permissible under the Bankruptcy Code. Further, the Debtors market-tested the terms of the DIP Facility before determining that the DIP Facility provided the best terms available. The Court should find that the DIP Lenders are “good faith” lenders within the meaning of section 364(e) of the Bankruptcy Code and are entitled to the protections afforded by that section.

VI. The Automatic Stay Should Be Modified on a Limited Basis.

73. The proposed Interim Order provides that the automatic stay provisions of section 362 of the Bankruptcy Code will be modified to allow the DIP Agent to file any financing statements, security agreements, notices of liens, and other similar instruments and documents to validate and perfect the liens and security interests granted to them. The proposed Interim Order further provides that the automatic stay is modified as necessary to permit the Debtors to grant, *inter alia*, the DIP Liens, Adequate Protection Liens, DIP Superpriority Claims, and Adequate Protection Superpriority Claims, as more fully set forth in the Interim Order. Finally, the proposed Interim Order provides that, following the occurrence of an Event of Default, the automatic stay shall be modified to the extent necessary to permit the Prepetition Term Loan Agent to terminate and/or revoke the Debtors’ right under the Interim Order to use any Prepetition Term Priority Collateral (including any remaining Term Loan Segregated Cash), subject to the Debtors’ right to seek relief on an expedited basis.

VII. Failure to Obtain Immediate Interim Access to Cash Collateral Would Cause Immediate and Irreparable Harm.

74. Bankruptcy Rules 4001(b) and 4001(c) provide that a final hearing on a motion to use cash collateral pursuant to section 363 of the Bankruptcy Code may not be commenced earlier than 14 days after the service of such motion. Upon request, however, the Court may conduct a preliminary, expedited hearing on the motion and authorize the use of cash collateral to the extent

necessary to avoid immediate and irreparable harm to a debtor's estate. See Bankruptcy Rule 4001(b)(2). Section 363(c)(3) of the Bankruptcy Code authorizes the court to conduct a preliminary hearing and to authorize the use of cash collateral "if there is a reasonable likelihood that the [debtor] will prevail at the final hearing under [section 363(e) of the Bankruptcy Code]." 11 U.S.C. § 363(c)(3). Furthermore, the Complex Case Procedures provide that "on motion by the debtors, a hearing will routinely be conducted within three business days to consider . . . cash collateral use." Complex Case Procedures, ¶ 3.A.

75. The Debtors have an immediate postpetition need to access the liquidity provided by the DIP Facility and Cash Collateral. The Debtors cannot maintain the value of their estates during the pendency of these Chapter 11 Cases without access to cash. Furthermore, substantially all of the Debtors' available cash constitutes Cash Collateral of the Prepetition Secured Parties. The Debtors will therefore be unable to operate their business or otherwise fund these Chapter 11 Cases without access to Cash Collateral and approval of the DIP Facility and will suffer immediate and irreparable harm to the detriment of all creditors and other parties in interest. In short, the Debtors' ability to administer these Chapter 11 Cases through the access to the DIP Facility and Cash Collateral is vital to preserve and maximize the value of the Debtors' estates.

76. The Debtors request that the Court hold and conduct a hearing to consider entry of the Interim Order authorizing the Debtors, from and after entry of the Interim Order until the Final Hearing, to receive initial funding under the DIP Facility and to utilize Cash Collateral. The Debtors require the initial funding under the DIP Facility prior to the Final Hearing and entry of the Final Order to continue operating, pay their administrative expenses, and to implement the relief requested in the Debtors' other "first day" motions. This relief will enable the Debtors to

preserve and maximize value and, therefore, avoid immediate and irreparable harm and prejudice to their estates and all parties in interest, pending the Final Hearing.

Emergency Consideration

77. The Debtors request emergency consideration of this Motion pursuant to Bankruptcy Rule 6003, which empowers a court to grant relief within the first 21 days after the commencement of a chapter 11 case “to the extent that relief is necessary to avoid immediate and irreparable harm.” An immediate and orderly transition into chapter 11 is critical to the viability of their operations and that any delay in granting the relief requested could hinder the Debtors’ operations and cause irreparable harm. Failure to receive the requested relief during the first 21 days of these chapter 11 cases would severely disrupt the Debtors’ operations at this critical juncture and imperil the Debtors’ restructuring. The Debtors have satisfied the “immediate and irreparable harm” standard of Bankruptcy Rule 6003, certified the circumstances surrounding the request for emergency relief in accordance with Bankruptcy Local Rule 9013-1(i), and request that the Court approve the relief requested in this Motion on an emergency basis.

Request for Final Hearing

78. Pursuant to Bankruptcy Rules 4001(b)(2) and 4001(c)(2), the Debtors request that the Court set a date for the Final Hearing that is as soon as practicable, and in no event after twenty-five days after the Petition Date, and fix the time and date prior to the Final Hearing for parties to file objections to this Motion.

Waiver of Bankruptcy Rule 6004(a) and 6004(h)

79. 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

80. 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

81. 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 Interim Order and Final Order, granting the relief requested in this Motion and granting such other and further relief as is appropriate under the circumstances.

Houston, Texas
August 3, 2020

/s/ Victoria Argeroplos

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Certificate of Accuracy

I certify that the foregoing statements are true and accurate to the best of my knowledge.
This statement is being made pursuant to Bankruptcy Local Rule 9013-1(i).

/s/ Victoria Argeroplos
Victoria Argeroplos

Certificate of Service

I certify that on August 3, 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/ Victoria Argeroplos
Victoria Argeroplos

Exhibit A

Attorney Checklist Concerning Motion and Order Pertaining to Use of Cash Collateral

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

In re:	)	
	)	Chapter 11
TAILORED BRANDS, INC., <i>et al.</i> , ¹	)	
	)	Case No. 20-33900 (MI)
Debtors.	)	
	)	(Joint Administration Requested)
	)	(Emergency Hearing Requested)

**ATTORNEY CHECKLIST CONCERNING MOTIONS
AND ORDERS PERTAINING TO USE OF CASH COLLATERAL AND
POST-PETITION FINANCING (WHICH ARE IN EXCESS OF TEN (10) PAGES)**

Motions and orders pertaining to cash collateral and post-petition financing matters tend to be lengthy and complicated. Although the Court intends to read such motions and orders carefully, it will assist the Court if counsel will complete and file this checklist. All references are to the Bankruptcy Code (§) or Rules (R).

PLEASE NOTE:

“*” Means generally not favored by Bankruptcy Courts in this District.

“**” Means generally not favored by Bankruptcy Courts in this District without a reason and a time period for objections.

If your motion or order makes provision for any of the following, so indicate in the space provided:

CERTIFICATE BY COUNSEL

This is to certify that the following checklist fully responds to the Court’s inquiry concerning material terms of the motion and/or proposed order:

Yes, at Page/Exhibit
Y means yes; N means no
N/A means not applicable
(Page Listing Optional)

1. Identification of Proceedings:

- | | | |
|-----|---|---------|
| (a) | Preliminary or final motion/order (circle one)..... | _____ |
| (b) | Continuing use of cash collateral (§ 363)..... | Y _____ |

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.

- | | |
|--|----------|
| (c) New financing (§ 364) | <u>Y</u> |
| (d) Combination of §§ 363 and 364 financing | <u>Y</u> |
| (e) Emergency hearing (immediate and irreparable harm) | <u>Y</u> |

2. Stipulations:

- | | |
|--|---------------|
| (a) Brief history of debtor's businesses and status of debtor's prior relationships with lender | <u>Y</u> |
| (b) Brief statement of purpose and necessity of financing. | <u>Y</u> |
| (c) Brief statement of type of financing (i.e., accounts receivable, inventory) ... | <u>Y</u> |
| (d) Are lender's pre-petition security interest(s) and liens deemed valid, fully perfected and non-avoidable | <u>Y</u> |
| (i) Are there provisions to allow for objections to above? | <u>Y</u> |
| (e) Is there a post-petition financing agreement between lender and debtor? | <u>Y</u> |
| (i) If so, is agreement attached? | <u>Y</u> |
| (f) Is there is an agreement that lender's post-petition security interests and liens deemed valid, fully perfected and non-avoidable? | <u>Y</u> |
| (g) Is lender undersecured or <u>oversecured</u> (circle one) | <u>Y</u> |
| (h) Has lender's non-cash collateral been appraised? | <u>Y</u> |
| (i) Insert date of latest appraisal | <u>8/3/19</u> |
| (i) Is debtor's proposed budget attached? | <u>Y</u> |
| (j) Are all pre-petition loan documents identified? | <u>Y</u> |
| (k) Are pre-petition liens on single or <u>multiple assets</u> (circle one) | |
| (l) Are there pre-petition guaranties of debt? | <u>Y</u> |
| (i) Limited or <u>unlimited</u> (circle one) | <u>N/A</u> |

3. Grant of Liens:

- | | |
|--|----------|
| (a) Do post-petition liens secure pre-petition debts? | <u>Y</u> |
| (b) Is there cross-collateralization? | <u>N</u> |
| (c) Is the priority of post-petition liens equal to or higher than existing liens? .. | <u>Y</u> |
| (d) Do post-petition liens have retroactive effect? | <u>N</u> |
| (e) Are there restrictions on granting further liens or liens of equal or higher priority? | <u>Y</u> |
| (f) Is lender given liens on claims under §§ 506(c), 544-50 and §§ 522? | <u>Y</u> |
| (i) Are lender's attorneys fees to be paid? | <u>Y</u> |
| (ii) Are debtor's attorneys fees excepted from § 506(c)? | <u>Y</u> |
| (g) Is lender given liens upon proceeds of causes of action under §§ 544, 547 and 548? | <u>Y</u> |

4. Administrative Priority Claims:
- (a) Is lender given an administrative priority? Y
- (b) Is administrative priority higher than § 507(a)? Y
- (c) Is there a conversion of pre-petition secured claim to post-petition administrative claim by virtue of use of existing collateral? N
5. Adequate Protection (§361):
- (a) Is there post-petition debt service? Y
- (b) Is there a replacement/addition 361(/) lien? (circle one or both)..... Y
- (c) Is the lender's claim given super-priority? Y
(§ 364(c) or (d)) [designate]
- (d) Are there guaranties? N
- (e) Is there adequate Insurance coverage? N
- (f) Other? Y
- Debtors' comment:** Adequate protection includes payment of all reasonable and documented out-of-pocket professional fees and expenses payable to the advisors to the Prepetition Secured Parties.
6. Waiver/Release Claims v. Lender:
- (a) Debtor waives or release claims against lender, including, but not limited to, claims under §§ 506(c), 544-550, 552, and 553 of the Code?..... Y (subject to Final Order)
- (b) Does the debtor waive defenses to claim or liens of lender?..... Y
7. Source of Post-Petition Financing (§ 364 Financing):
- (a) Is the proposed lender also the pre-petition lender? Y
- (b) New post-petition lender?..... N
- (c) Is the lender an insider? N
- Debtors' comment:** [.....]
8. Modification of Stay:
- (a) Is any modified lift of stay allowed? Y
- (b) Will the automatic stay be lifted to permit lender to exercise self-help upon default without further order?..... N
- (c) Are there any other remedies exercisable without further order of court? Y
- (d) Is there a provision that any future modification of order shall not affect status of debtor's post-petition obligations to lender?..... Y
9. Creditors' Committee:
- (a) Has creditors' committee been appointed?..... N

- (b) Does creditors' committee approve of proposed financing? N/A
10. Restrictions on Parties in Interest:
- (a) Is a plan proponent restricted in any manner, concerning modification of lender's rights, liens and/or causes? Y
- (b) Is the debtor prohibited from seeking to enjoin the lender in pursuit of rights? N
- (c) Is any party in interest prohibited from seeking to modify this order? N
- (d) Is the entry of any order conditioned upon payment of debt to lender? N
- (e) Is the order binding on subsequent trustee on conversion? Y
11. Nunc Pro Tunc:
- (a) Does any provision have retroactive effect? N
12. Notice and Other Procedures:
- (a) Is shortened notice requested? Y
- (b) Is notice requested to shortened list? N
- (c) Is time to respond to be shortened? N
- (d) If final order sought, have 15 days elapsed since service of motion pursuant to Rule 4001(b)(2)? N/A
- (e) If preliminary order sought, is cash collateral necessary to avoid immediate and irreparable harm to the estate pending a final hearing? Y
- (f) Is a Certificate of Conference included? N
- (g) Is a Certificate of Service included? Y
- (h) Is there verification of transmittal to U.S. Trustee included pursuant to Rule 9034? Y
- (i) Has an agreement been reached subsequent to filing motion? N/A
- (i) If so, has notice of the agreement been served pursuant to Rule 4001(d)(4)? N/A
- (ii) Is the agreement in settlement of motion pursuant to Rule 4001(d)(4)? N/A
- (iii) Does the motion afford reasonable notice of material provisions of agreement pursuant to Rule 4001(d)(4)? N/A
- (iv) Does the motion provide for opportunity for hearing pursuant to Rule 9014? N/A

Houston, Texas
August 2, 2020

/s/ Matthew D. Cavanaugh

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Exhibit B

**Fee Letters
Filed Under Seal**

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

In re:

TAILORED BRANDS, INC., *et al.*,¹

Debtors.

)
) Chapter 11
)
) Case No. 20-33900 (MI)
)
) (Joint Administration Requested)
)

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 STAY, (VI) SCHEDULING A FINAL HEARING, AND (VII) GRANTING RELATED RELIEF

Upon the motion (the “DIP Motion”)² of Tailored Brands, Inc. (the “Parent”), The Men’s Wearhouse, Inc. (the “Lead Borrower”), certain subsidiaries, and Moores the Suit People Corp. (the “Canadian Borrower” or “Canadian Debtor”), each as a debtor and debtor in possession (collectively, with the Parent and the Lead Borrower, the “Debtors”) in the above-captioned chapter 11 cases (collectively, the “Cases”), seeking entry of an order (this “Interim Order”) pursuant to sections 105, 361, 362, 363, 364(c)(1), 364(c)(2), 364(c)(3), 364(d), 364(e), and 507 of chapter 11 of title 11 of the United States Code (the “Bankruptcy Code”), Rules 2002, 4001, 6004, and 9014 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”) and

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 herein but not otherwise defined shall have the meanings ascribed to such terms in the DIP Motion, the DIP ABL Credit Agreement, or the Prepetition Term Loan Documents, as applicable.

Rules 1075-1, 4002-1 and 9013-1 of the Local Rules of Bankruptcy Practice and Procedure for the Southern District of Texas (the “Local Rules”) *inter alia*:

(i) authorizing the Debtors to obtain senior secured postpetition financing on a superpriority basis consisting of a senior secured superpriority revolving credit facility in the aggregate principal amount of up to \$500,000,000 (the “DIP ABL Facility,” and all amounts extended under the DIP ABL Facility, the “DIP ABL Loans”), pursuant to the terms and conditions of that certain *Senior Secured, Super-Priority Debtor-In-Possession Credit Agreement* (as the same may be amended, restated, supplemented, waived or otherwise modified from time to time, the “DIP ABL Credit Agreement”), by and among the Parent, the Lead Borrower, the Canadian Borrower, the U.S. Subsidiary Borrowers (as defined in the DIP ABL Credit Agreement, the “U.S. Subsidiary Borrowers” and, together with Parent, the Lead Borrower and the Canadian Borrower, the “Borrowers”) from time to time party thereto, the Canadian Guarantors (as defined in the DIP ABL Credit Agreement) from time to time party thereto, JPMorgan Chase Bank, N.A., as administrative agent and collateral agent (in such capacities, the “DIP Agent” and, through its Canada branch, the “Canadian DIP Agent”) for and on behalf of itself and the other lenders party thereto (collectively, including the DIP Agent, the “DIP Lenders,” and the DIP Lenders, the Canadian DIP Agent and the DIP Agent, and the other Lender Parties (as defined in the DIP Credit Agreement), together, the “DIP Secured Parties”), substantially in the form of **Exhibit 1**, attached hereto;³

(ii) authorizing the Debtors to execute and deliver the DIP ABL Credit Agreement and any other agreements, instruments, pledge agreements, guarantees, control agreements and

³ Upon entry of this Interim Order, the Prepetition ABL Obligations (as defined below) shall be refinanced by the DIP ABL Loans, and any remaining Prepetition ABL Obligations shall constitute DIP Obligations.

other Loan Documents (as defined in the DIP ABL Credit Agreement) and documents related thereto (including any security agreements, mortgages, intellectual property security agreements, control agreements, or notes) (as amended, restated, supplemented, waived, and/or modified from time to time, and collectively, with the DIP ABL Credit Agreement, the “DIP Documents”) and to perform such other acts as may be necessary or desirable in connection with the DIP Documents;

(iii) granting the DIP ABL Facility and all obligations owing thereunder and under, or secured by, the DIP Documents to the DIP Secured Parties (collectively, and including all “Obligations” as described in the DIP ABL Credit Agreement, the “DIP Obligations”) allowed superpriority administrative expense claim status in each of the Cases and any Successor Cases (as defined herein);

(iv) granting to the DIP Agent, for the benefit of itself and the DIP Lenders and the other Lender Parties (as defined in the DIP ABL Credit Agreement) under the applicable DIP Documents automatically perfected security interests in and liens on all of the DIP Collateral (as defined herein), including, without limitation, all property constituting “Cash Collateral” as defined in section 363(a) of the Bankruptcy Code (“Cash Collateral”), which liens shall be subject to the priorities set forth herein;

(v) authorizing and directing the Debtors to pay the principal, interest, fees, expenses and other amounts payable under the DIP Documents as such become earned, due and payable, including, without limitation, letter of credit fees (including issuance and other related charges), continuing commitment fees, closing fees, audit fees, appraisal fees, valuation fees, liquidator fees, structuring fees, arrangement fees, upfront fees, administrative agent’s fees, the reasonable fees and disbursements of the DIP Agent’s attorneys, advisors, accountants and other consultants, all to the extent provided in, and in accordance with, the DIP Documents;

(vi) authorizing the Debtors to use, on the terms described herein, the Prepetition Collateral (as defined herein), including the Cash Collateral of the Prepetition ABL Parties under the Prepetition ABL Documents and the Prepetition Term Loan Parties under the Prepetition Term Loan Documents (each as defined herein);

(vii) providing adequate protection to the Prepetition ABL Parties and Prepetition Term Loan Parties for any diminution in value of their interests in the Prepetition Collateral, including Cash Collateral, for any reason provided for under the Bankruptcy Code, including the imposition of the automatic stay, the Debtors' use, sale, or lease of the Prepetition Collateral, including Cash Collateral, and the priming of their respective interests in the Prepetition Collateral (including by the Carve Out) pursuant to the terms and conditions set forth herein ("Diminution in Value");

(viii) vacating and modifying the automatic stay imposed by section 362 of the Bankruptcy Code to the extent necessary to implement and effectuate the terms and provisions of the DIP Documents and this Interim Order; and

(ix) scheduling a final hearing (the "Final Hearing") to consider the relief requested in the DIP Motion on a final basis and approving the form of notice with respect to the Final Hearing.

The Court having considered the DIP Motion, the exhibits attached thereto, the *Declaration of Holly Etlin in Support of Debtors' Emergency Motion for Entry of Interim and Final Orders (I) Authorizing the Debtors to Obtain Postpetition Financing, (II) Authorizing the Debtors to Use Cash Collateral, (III) Authorizing the Debtors to Obtain Exit Financing, (IV) Granting Liens and Providing Superpriority Administrative Expense Status, (V) Granting Adequate Protection to the Prepetition Secured Parties, (VI) Modifying the Automatic Stay, (VII) Scheduling a Final Hearing,*

and (VII) Granting Related Relief (the “Etlin Declaration”) and the Declaration of Jamie Baird in Support of Debtors’ Emergency Motion for Entry of Interim and Final Orders (I) Authorizing the Debtors to Obtain Postpetition Financing, (II) Authorizing the Debtors to Use Cash Collateral, (III) Authorizing the Debtors to Obtain Exit Financing, (IV) Granting Liens and Providing Superpriority Administrative Expense Status, (V) Granting Adequate Protection to the Prepetition Secured Parties, (VI) Modifying the Automatic Stay, (VII) Scheduling a Final Hearing, and (VII) Granting Related Relief (the “Baird Declaration,” and together with the Etlin Declaration, the “DIP Declarations”), 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”), the DIP Documents, and the evidence submitted and argument made at the interim hearing held on [____], 2020 (the “Interim Hearing”); and notice of the Interim Hearing having been given in accordance with Bankruptcy Rules 2002, 4001(b), (c) and (d), and all applicable Local Rules; and the Interim Hearing having been held and concluded; and all objections, if any, to the interim relief requested in the DIP Motion having been withdrawn, resolved or overruled by the Court; and it appearing that approval of the interim relief requested in the DIP Motion is necessary to avoid immediate and irreparable harm to the Debtors and their estates pending the Final Hearing, and otherwise is fair and reasonable and in the best interests of the Debtors, their estates, and all parties in interest, and is essential for the continued operation of the Debtors’ businesses and the maximization of the value of the Debtors’ assets; and it appearing that the Debtors’ entry into the DIP ABL Credit Agreement is a sound and prudent exercise of the Debtors’ business judgment; and after due deliberation and consideration, and good and sufficient cause appearing therefor;

BASED UPON THE RECORD ESTABLISHED AT THE INTERIM HEARING, THE COURT MAKES THE FOLLOWING FINDINGS OF FACT AND CONCLUSIONS OF LAW:⁴

A. **Petition Date.** On August 2, 2020 (the “Petition Date”), each of the Debtors filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code with the United States Bankruptcy Court for the Southern District of Texas (the “Court”).

B. **Debtors in Possession.** The Debtors have continued in the management and operation of their businesses and properties as debtors in possession pursuant to sections 1107 and 1108 of the Bankruptcy Code.

C. **Jurisdiction and Venue.** This Court has jurisdiction over the Cases, the DIP Motion, and the parties and property affected hereby pursuant to 28 U.S.C. §§ 157 and 1334. Venue for the Cases and proceedings on the DIP Motion is proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409.

D. **Committee Formation.** As of the date hereof, the United States Trustee for the Southern District of Texas (the “U.S. Trustee”) has not appointed an official committee of unsecured creditors in these Cases pursuant to section 1102 of the Bankruptcy Code (a “Committee”).

E. **Notice.** Notice of the DIP Motion and the Interim Hearing have been provided in accordance with the Bankruptcy Code, the Bankruptcy Rules, and the Local Rules.

F. **Debtors’ Stipulations.** After consultation with their attorneys and financial

⁴ The findings and conclusions set forth herein constitute the Court’s findings of fact and conclusions of law pursuant to Bankruptcy Rule 7052, made applicable to this proceeding pursuant to Bankruptcy Rule 9014. To the extent that any of the following findings of fact constitute conclusions of law, they are adopted as such. To the extent any of the following conclusions of law constitute findings of fact, they are adopted as such.

advisors, and without prejudice to the rights of parties in interest as set forth in paragraph 50 herein, the Debtors, on their behalf and on behalf of their estates, admit, stipulate, acknowledge, and agree as follows (paragraphs F(i) through F(xii) below are referred to herein, collectively, as the “Debtors’ Stipulations”):

(i) *Prepetition ABL Facility.* Pursuant to that certain *Credit Agreement* dated as of June 18, 2014 (as amended, restated, supplemented, or otherwise modified from time to time, the “Prepetition ABL Agreement,” and collectively with the Loan Documents (as defined in the Prepetition ABL Agreement) and any other agreements and documents executed or delivered in connection therewith, each as may be amended, restated, supplemented, waived or otherwise modified from time to time, the “Prepetition ABL Documents”), among (a) the Borrowers (the “Prepetition ABL Borrowers”), (b) the guarantors party thereto (the “Prepetition ABL Guarantors”), (c) JPMorgan Chase Bank, N.A., as administrative agent and collateral agent (in such capacity, the “Prepetition ABL Agent” and, through its Canada branch, the “Canadian Agent”), and (d) the lenders party thereto (collectively, including the Prepetition ABL Agent and the Canadian Agent, the “Prepetition ABL Lenders,” and together with the Prepetition ABL Lenders, the Prepetition ABL Agent and the Canadian Agent, the “Prepetition ABL Parties”), the Prepetition ABL Lenders provided revolving credit, and other financial accommodations to, and issued letters of credit for the account of, the Prepetition ABL Borrowers and the Canadian Borrower pursuant to the Prepetition ABL Documents (the “Prepetition ABL Facility”). The Canadian Borrower and Canadian Guarantors each jointly and severally guaranteed all obligations of the Canadian Borrower pursuant to the Canadian Guarantee under the Prepetition ABL Agreement.

(ii) *Prepetition ABL Obligations.* The Prepetition ABL Facility

provided the Prepetition ABL Borrowers with, among other things, up to \$550,000,000.00 aggregate principal amount of Revolving Loans (as defined in the Prepetition ABL Agreement). As of the Petition Date, the aggregate principal amount outstanding under the Prepetition ABL Facility was not less than approximately \$397,900,000.00 (collectively, together with accrued and unpaid interest, outstanding letters of credit and bankers' acceptances, any reimbursement obligations (contingent or otherwise) in respect of letters of credit and bankers' acceptances, any fees, expenses and disbursements (including, without limitation, attorneys' fees, accountants' fees, auditor fees, appraisers' fees and financial advisors' fees, and related expenses and disbursements), treasury, cash management, bank product and derivative obligations, indemnification obligations, guarantee obligations (including the Canadian Borrower's and Canadian Guarantors' guarantee of the Canadian Borrower's obligations under the Prepetition ABL Agreement), and other charges, amounts and costs of whatever nature owing, whether or not contingent, whenever arising, accrued, accruing, due, owing, or chargeable in respect of any of the Prepetition ABL Borrowers' or the Prepetition ABL Guarantors' obligations pursuant to, or secured by, the Prepetition ABL Documents, including all "Obligations") as defined in the Prepetition ABL Agreement, and all interest, fees, prepayment premiums, costs and other charges allowable under section 506(b) of the Bankruptcy Code, the "Prepetition ABL Obligations").⁵

(iii) *Prepetition ABL Liens and Prepetition ABL Priority Collateral.* As more fully set forth in the Prepetition ABL Documents, prior to the Petition Date, the Prepetition

⁵ Prior to the Petition Date, obligations were owed to the Prepetition ABL Agent pursuant to certain interest rate swaps (the "Swaps"), which were terminated upon filing. The parties estimate that as of the termination, the Debtors owed to the Prepetition ABL Agent approximately \$41.5 million on account of the Swaps (the "Swap Termination Liability"). The Swaps are secured by the same collateral that secures other Prepetition ABL Obligations. The exact amount of the Swap Termination Liability will be paid in cash in full upon emergence pursuant to the plan of reorganization and the Court order confirming such plan.

ABL Borrowers and the Prepetition ABL Guarantors granted to the Prepetition ABL Agent, for the benefit of itself and the Prepetition ABL Lenders, a security interest in and continuing lien on (the “Prepetition ABL Liens”) substantially all of their assets and property (with certain exceptions set out in the Prepetition ABL Documents), including (a) a first priority security interest in and continuing lien on the ABL Priority Collateral (as defined in that certain Intercreditor Agreement referred to in paragraph F(vii) below) and all proceeds, products, accessions, rents, and profits thereof, in each case whether then owned or existing or thereafter acquired or arising (collectively, the “Prepetition ABL Priority Collateral”), and (b) a second priority security interest in and continuing lien on the Term Priority Collateral (as defined in the Intercreditor Agreement) and proceeds, products, accessions, rents, and profits of any of the foregoing, in each case whether then owned or existing or thereafter acquired or arising (collectively, the “Prepetition Term Priority Collateral,” and together with the Prepetition ABL Priority Collateral, the “Prepetition Collateral”), subject only to the liens of the Prepetition Term Loan Agent on the Prepetition Term Priority Collateral and subject, in each case, to the Prepetition ABL Permitted Prior Liens (as defined herein). In addition, as more fully set forth in the Prepetition ABL Documents, prior to the Petition Date, the Canadian Borrower granted to the Canadian Agent, for the benefit of itself and the Prepetition ABL Parties, a security interest in and continuing lien on substantially all of its asset and property (the “Canadian Liens”) to secure the Canadian Obligations.

(iv) *Prepetition Term Loan Facility.* Pursuant to that certain *Term Credit Agreement* dated as of June 18, 2014 (as amended, restated, supplemented, waived or otherwise modified from time to time, the “Prepetition Term Loan Agreement,” and collectively with the Loan Documents (as defined in the Prepetition Term Loan Agreement) and any other agreements and documents executed or delivered in connection therewith, each as may be

amended, restated, supplemented, waived or otherwise modified from time to time, the “Prepetition Term Loan Documents,” and together with the Prepetition ABL Documents, the “Prepetition Documents”), among (a) the Lead Borrower (in such capacity, the “Prepetition Term Loan Borrower” and together with the Prepetition ABL Borrowers, the “Prepetition Borrowers”), (b) Wilmington Savings Fund Society, FSB, as successor administrative agent (in such capacities, the “Prepetition Term Loan Agent,” and together with the Prepetition ABL Agent, the “Prepetition Agents”), (c) the guarantors thereunder (the “Prepetition Term Loan Guarantors” and, together with the Prepetition ABL Guarantors, the “Prepetition Guarantors”), and (d) the lenders party thereto (the “Prepetition Term Loan Lenders,” and collectively with the Prepetition Term Loan Agent, the “Prepetition Term Loan Parties,” and together with the Prepetition ABL Parties, the “Prepetition Secured Parties”), the Prepetition Term Loan Lenders provided term loans and other financial accommodations to the Prepetition Term Loan Borrower (the “Prepetition Term Loan Facility,” and together with the Prepetition ABL Facility, the “Prepetition Secured Facilities”).

(v) *Prepetition Term Loan Obligations.* The Prepetition Term Loan Facility provided the Prepetition Term Loan Borrower with, among other things, Loans (as defined in the Prepetition Term Loan Agreement) in the aggregate principal amount of \$900,000,000.00. As of the Petition Date, the aggregate principal amount outstanding under the Prepetition Term Loan Facility was not less than \$877,400,000.00 (collectively, together with accrued and unpaid interest, any fees, expenses and disbursements (including, without limitation, attorneys’ fees, accountants’ fees, auditors fees, appraisers’ fees, and financial advisors’ fees and related expenses and disbursements payable or reimbursable thereunder), indemnification obligations, and other charges, amounts, and costs of whatever nature owing, whether or not contingent, whenever arising, accrued, accruing, due, owing, or chargeable in respect of any of the Prepetition Term

Loan Borrower's and the Prepetition Term Loan Guarantors' obligations pursuant to, or secured by, the Prepetition Term Loan Documents, including all "Secured Obligations" as defined in the Prepetition Term Loan Agreement, and all interest, fees, prepayment premiums, costs and other charges allowable under section 506(b) of the Bankruptcy Code, the "Prepetition Term Loan Obligations," and together with the Prepetition ABL Obligations, the "Prepetition Secured Obligations").

(vi) *Prepetition Term Loan Liens and Prepetition Term Priority Collateral.* As more fully set forth in the Prepetition Term Loan Documents, prior to the Petition Date, the Prepetition Term Loan Borrower and the Prepetition Term Loan Guarantors granted to the Prepetition Term Loan Agent the benefit of itself and the Prepetition Term Loan Lenders, a security interest in and continuing lien on (the "Prepetition Term Loan Liens," and together with the Prepetition ABL Liens, the "Prepetition Liens") substantially all of their assets and property (with certain exceptions set out in the Prepetition Term Loan Documents), including (a) a first priority security interest in and continuing lien on the Prepetition Term Priority Collateral, and (b) a second priority security interest in and continuing lien on the Prepetition ABL Priority Collateral, subject only to the liens of the Prepetition ABL Agent on the Prepetition ABL Priority Collateral and subject, in each case, to the Prepetition Term Loan Permitted Prior Liens (as defined herein).

(vii) *Priority of Prepetition Liens; Intercreditor Agreement.* The Prepetition ABL Agent and the Prepetition Term Loan Agent entered into that certain Intercreditor Agreement dated as of June 18, 2014 (as amended, restated, supplemented, waived or otherwise modified from time to time, the "Intercreditor Agreement") to govern the respective rights, interests, obligations, priority, and positions of the Prepetition Secured Parties with respect

to the assets and properties of the Debtors and other obligors. Each of the Prepetition Borrowers and Prepetition Guarantors under the Prepetition Documents acknowledged and agreed to the Intercreditor Agreement.

(viii) *Validity, Perfection, and Priority of Prepetition ABL Liens and Prepetition ABL Obligations.* The Debtors acknowledge and agree that as of the Petition Date (a) the Prepetition ABL Liens on the Prepetition Collateral were valid, binding, enforceable, non-avoidable, and properly perfected and were granted to, or for the benefit of, the Prepetition ABL Parties for fair consideration and reasonably equivalent value; (b) the Prepetition ABL Liens were senior in priority over any and all other liens on the Prepetition Collateral, subject only to (1) the Prepetition Term Loan Liens on the Prepetition Term Priority Collateral, and (2) certain liens senior by operation of law (solely to the extent such liens were valid, non-avoidable, and senior in priority to the Prepetition ABL Liens as of the Petition Date and properly perfected prior to the Petition Date or perfected subsequent to the Petition Date as permitted by section 546(b) of the Bankruptcy Code) or otherwise permitted by the Prepetition ABL Documents (the “Prepetition ABL Permitted Prior Liens”); (c) the Prepetition ABL Obligations constitute legal, valid, binding, and non-avoidable obligations of the Debtors enforceable in accordance with the terms of the applicable Prepetition ABL Documents; (d) no offsets, recoupments, challenges, objections, defenses, claims, or counterclaims of any kind or nature to any of the Prepetition ABL Liens or Prepetition ABL Obligations exist, and no portion of the Prepetition ABL Liens or Prepetition ABL Obligations is subject to any challenge or defense including, without limitation, avoidance, disallowance, disgorgement, recharacterization, or subordination (equitable or otherwise) pursuant to the Bankruptcy Code or applicable non-bankruptcy law; (e) the Debtors and their estates have no claims, objections, challenges, causes of action, and/or choses in action, including, without

limitation, avoidance claims under Chapter 5 of the Bankruptcy Code or applicable state law equivalents or actions for recovery or disgorgement, against any of the Prepetition ABL Parties or any of their respective affiliates, agents, attorneys, advisors, professionals, officers, directors, and employees arising out of, based upon or related to the Prepetition ABL Facility; (f) the Debtors waive, discharge, and release any right to challenge any of the Prepetition ABL Obligations, the priority of the Debtors' obligations thereunder, and the validity, extent, and priority of the liens securing the Prepetition ABL Obligations; and (g) the aggregate value of the Prepetition ABL Priority Collateral exceeds the amount of the Prepetition ABL Obligations and the Prepetition ABL Obligations constitute allowed, secured claims within the meaning of sections 502 and 506 of the Bankruptcy Code.

(ix) *Validity, Perfection, and Priority of Prepetition Term Loan Liens and Prepetition Term Loan Obligations.* The Debtors further acknowledge and agree that, as of the Petition Date, (a) the Prepetition Term Loan Liens on the Prepetition Collateral were valid, binding, enforceable, non-avoidable, and properly perfected and were granted to, or for the benefit of, the Prepetition Term Loan Parties for fair consideration and reasonably equivalent value; (b) the Prepetition Term Loan Liens were senior in priority over any and all other liens on the Prepetition Collateral, subject only to (1) the Prepetition ABL Liens on the Prepetition ABL Priority Collateral, and (2) certain liens senior by operation of law (solely to the extent such liens were valid, non-avoidable, and senior in priority to the Prepetition Term Loan Liens as of the Petition Date and properly perfected prior to the Petition Date or perfected subsequent to the Petition Date as permitted by section 546(b) of the Bankruptcy Code) or otherwise permitted by the Prepetition Term Loan Documents (the "Prepetition Term Loan Permitted Prior Liens") and,

together with the Prepetition ABL Permitted Prior Liens, the “Permitted Prior Liens”);⁶ (c) the Prepetition Term Loan Obligations constitute legal, valid, binding, and non-avoidable obligations of the Debtors enforceable in accordance with the terms of the applicable Prepetition Term Loan Documents; (d) no offsets, recoupments, challenges, objections, defenses, claims, or counterclaims of any kind or nature to any of the Prepetition Term Loan Liens or Prepetition Term Loan Obligations exist, and no portion of the Prepetition Term Loan Liens or Prepetition Term Loan Obligations is subject to any challenge or defense, including, without limitation, avoidance, disallowance, disgorgement, recharacterization, or subordination (equitable or otherwise) pursuant to the Bankruptcy Code or applicable non-bankruptcy law; (e) the Debtors and their estates have no claims, objections, challenges, causes of action, and/or choses in action, including, without limitation, avoidance claims under Chapter 5 of the Bankruptcy Code or applicable state law equivalents or actions for recovery or disgorgement, against any of the Prepetition Term Loan Parties, or any of their respective affiliates, agents, attorneys, advisors, professionals, officers, directors, and employees arising out of, based upon or related to the Prepetition Term Loan Facility; (f) the Debtors waive, discharge, and release any right to challenge any of the Prepetition Term Loan Obligations, the priority of the Debtors’ obligations thereunder, and the validity, extent, and priority of the liens securing the Prepetition Term Loan Obligations; and (g) the Prepetition Term Loan Obligations constitute allowed, secured claims within the meaning of sections 502 and 506 of the Bankruptcy Code.

(x) *Release.* The Debtors hereby stipulate and agree that they forever and irrevocably release, discharge, and acquit the DIP Agent, DIP Secured Parties, the Prepetition

⁶ As used in this Interim Order, no reference to the Prepetition ABL Permitted Prior Liens, the Prepetition Term Loan Permitted Prior Liens, or the Permitted Prior Liens shall refer to or include the Prepetition ABL Liens or the Prepetition Term Loan Liens.

Secured Parties, all former, current and future DIP Lenders, and each of their respective successors, assigns, affiliates, subsidiaries, parents, officers, shareholders, directors, employees, attorneys and agents, past, present and future, and their respective heirs, predecessors, successors and assigns (collectively, the “Releasees”) of and from any and all claims, controversies, disputes, liabilities, obligations, demands, damages, expenses (including reasonable attorneys’ fees), debts, liens, actions and causes of action of any and every nature whatsoever relating to, as applicable, the DIP ABL Facility, the DIP Documents, the Prepetition Secured Facilities, the Prepetition Documents, and/or the transactions contemplated hereunder or thereunder occurring prior to entry of this Interim Order, including (x) any so-called “lender liability” or equitable subordination or recharacterization claims or defenses, (y) any and all claims and causes of action arising under the Bankruptcy Code, and (z) any and all claims and causes of action with respect to the validity, priority, perfection or avoidability of the liens or claims of the Prepetition Agents, the Prepetition Secured Parties, the DIP Agent, and the DIP Lenders. The Debtors further waive and release any defense, right of counterclaim, right of set-off or deduction to the payment of the Prepetition Secured Obligations and the DIP Obligations which the Debtors may now have or may claim to have against the Releasees, arising out of, connected with or relating to any and all acts, omissions or events occurring prior to this Court entering this Interim Order.

(xi) *Default by the Debtors.* The Debtors acknowledge and stipulate that an Event of Default has occurred under the Prepetition Documents as a result of the Cases and that, as a result, the Debtors are in default of their obligations under the Prepetition Documents. As of the Petition Date, therefore, interest will be accruing on the Prepetition Secured Obligations at the rate in accordance with the provisions of the Prepetition Documents.

(xii) *Cash Collateral.* All of the Debtors’ cash, including any cash in

deposit accounts of the Debtors, wherever located, constitutes Cash Collateral of the Prepetition Secured Parties.

G. **Permitted Prior Liens.** Nothing herein shall constitute a finding or ruling by this Court that any alleged Permitted Prior Lien is valid, senior, enforceable, prior, perfected, or non-avoidable. Moreover, nothing shall prejudice the rights of any party-in-interest, including, but not limited to the Debtors, the DIP Secured Parties, the Prepetition Secured Parties, or a Committee (if appointed), to challenge the validity, priority, enforceability, seniority, avoidability, perfection, or extent of any alleged Permitted Prior Lien and/or security interests. The right of a seller of goods to reclaim such goods under section 546(c) of the Bankruptcy Code is not a Permitted Prior Lien, rather, any such alleged claim arising or asserted as a right of reclamation (whether asserted under section 546(c) of the Bankruptcy Code or otherwise) shall have the same rights and priority with respect to the DIP Liens as such claims had with respect to the Prepetition ABL Liens.

H. **Continuation of Prepetition Liens.** In light of the integrated nature of the DIP ABL Facility, the DIP Documents, and the Prepetition Documents, the Prepetition Liens, and the DIP Liens that prime certain of the Prepetition Liens, are continuing liens, and the DIP Collateral is and will continue to be encumbered by such liens.

I. **Intercreditor Agreement.** Pursuant to section 510 of the Bankruptcy Code, the Intercreditor Agreement and any other applicable intercreditor or subordination provisions contained in any of the Prepetition Documents (i) shall remain in full force and effect, (ii) shall continue to govern the relative priorities, rights, and remedies of the Prepetition Secured Parties (including, without limitation, the relative priorities, rights and remedies of such parties with respect to the replacement liens and administrative expense claims

and superpriority administrative expense claims granted, or amounts payable, by the Debtors under this Interim Order or otherwise and the modification of the automatic stay), (iii) shall govern the relative priorities, rights, and remedies of the DIP Secured Parties and the Prepetition Secured Parties, and (iv) shall not be deemed to be amended, altered, or modified by the terms of this Interim Order or the DIP Documents, unless as expressly set forth herein or therein. The DIP ABL Facility is deemed a “Refinancing” of the Prepetition ABL Facility as such term is used in the Intercreditor Agreement, and any repayment of the Prepetition ABL Obligations pursuant to this Interim Order shall not be deemed to constitute a “Discharge of Senior Obligations” (as defined in the Intercreditor Agreement).

J. **Findings Regarding Corporate Authority.** Each Debtor has all requisite corporate power and authority to execute and deliver the DIP Documents to which it is a party and to perform its obligations thereunder.

K. **Findings Regarding Postpetition Financing**

(i) *Request for Postpetition Financing.* The Debtors seek authority to (a) enter into, and borrow under, the DIP ABL Facility on the terms described herein and in the DIP Documents, and (b) use Cash Collateral on the terms described herein, to administer their Cases and fund their operations. At the Final Hearing, the Debtors will seek final approval of the DIP ABL Facility and use of Cash Collateral pursuant to a proposed final order (the “Final Order”), which shall be in form and substance acceptable to the Debtors, the DIP Agent, the Prepetition Agents, and, provided the RSA (as defined below) has not been terminated on or prior to the Final Hearing, holders of Prepetition Term Loan Obligations who are signatories to the RSA (defined below) and hold an aggregate principal amount greater than 50% of the aggregate principal amount of Prepetition Term Loan Obligations held by all signatories to the Restructuring Support

Agreement dated August 2, 2020 (the “RSA”), attached to the First Day Declaration (the “Requisite Prepetition Term Loan Lenders”). Notice of the Final Hearing and Final Order will be provided in accordance with this Interim Order.

(ii) *Priming of the Prepetition Liens.* The priming of the Prepetition Liens on the Prepetition Collateral under section 364(d) of the Bankruptcy Code, as contemplated by the DIP ABL Facility and as further described below, will enable the Debtors to obtain the DIP ABL Facility and to continue to operate their businesses to the benefit of their estates and creditors. The Prepetition Agents, for the benefit of themselves and the other Prepetition Secured Parties, are entitled to receive adequate protection as set forth in this Interim Order pursuant to sections 361, 363, and 364 of the Bankruptcy Code, for any Diminution in Value of each of the Prepetition Secured Parties’ respective interests in the Prepetition Collateral (including Cash Collateral).

(iii) *Need for Postpetition Financing and Use of Cash Collateral.* The Debtors have an immediate and critical need to use Cash Collateral on an interim basis and to obtain credit on an interim basis pursuant to the DIP ABL Facility in order to, among other things, enable the orderly continuation of their operations and to administer and preserve the value of their estates. The ability of the Debtors to maintain business relationships with their vendors, suppliers, and customers, to pay their employees, and otherwise finance their operations requires the availability of working capital from the DIP ABL Facility and the use of Cash Collateral, the absence of either of which would immediately and irreparably harm the Debtors, their estates, and parties in interest. The Debtors do not have sufficient available sources of working capital and financing to operate their businesses or maintain their properties in the ordinary course of business in the Interim Period without the DIP ABL Facility and authorized use of Cash Collateral.

(iv) *No Credit Available on More Favorable Terms.* The DIP ABL

Facility is the best source of debtor-in-possession financing available to the Debtors. Given their current financial condition, financing arrangements, and capital structure, the Debtors have been and continue to be unable to obtain financing from sources other than the DIP Lenders on terms more favorable than the DIP ABL Facility. The Debtors are unable to obtain unsecured credit allowable under section 503(b)(1) of the Bankruptcy Code as an administrative expense. The Debtors have also been unable to obtain: (a) unsecured credit solely having priority over that of administrative expenses of the kind specified in sections 503(b), 507(a), and 507(b) of the Bankruptcy Code; (b) credit secured solely by a lien on property of the Debtors and their estates that is not otherwise subject to a lien; or (c) credit secured solely by a junior lien on property of the Debtors and their estates that is subject to a lien. Financing on a postpetition basis on better terms is not otherwise available without granting the DIP Agent, for the benefit of itself and the DIP Secured Parties: (1) perfected security interests in and liens on (each as provided herein) all of the Debtors' existing and after-acquired assets (other than Excluded Assets) with the priorities set forth herein; (2) superpriority claims and liens; and (3) the other protections set forth in this Interim Order.

(v) *Use of Proceeds of the DIP ABL Facility.* As a condition to entry into the DIP ABL Credit Agreement, the extension of credit under the DIP ABL Facility and the authorization to use Cash Collateral, the DIP Secured Parties and the Prepetition Secured Parties require, and the Debtors have agreed, that proceeds of the DIP ABL Facility and the Cash Collateral shall be used, in each case in a manner consistent with the terms and conditions of this Interim Order and the DIP Documents and in accordance with the budget (as the same may be modified from time to time consistent with the terms of this Interim Order and the DIP Documents and subject to such variances as permitted in this Interim Order and the DIP ABL Credit

Agreement, and as set forth in paragraphs 20 and 21 hereof, the “Budget”),⁷ solely for: (a) working capital, capital expenditures and letters of credit, (b) other general corporate purposes of the Debtors; (c) permitted payment of costs of administration of the Cases; (d) payment of such other prepetition obligations as permitted under this Interim Order, the Budget, and the DIP Documents, and as approved by the Court; (e) payment of interest, fees, expenses, and other amounts (including legal and other professionals’ fees and expenses of the DIP Agent) to the extent owed under the DIP Documents; (f) payment of certain adequate protection amounts to the Prepetition Secured Parties, as set forth herein; (g) the repayment of the Prepetition ABL Obligations, subject to the rights preserved in paragraph 50 of this Interim Order; (h) payment of obligations arising from or related to the Carve Out, and making disbursements therefrom, including by funding the Carve Out Reserves; (i) payment on account of the Debtors’ guarantee of the Canadian Obligations; and (j) such other uses set forth in the Budget.

(vi) *Application of Proceeds of Collateral.* As a condition to entry into the DIP ABL Credit Agreement, the extension of credit under the DIP ABL Facility, and authorization to use Cash Collateral, the Debtors, the DIP Secured Parties, and the Prepetition Secured Parties have agreed that, as of and commencing on the date of the Interim Hearing, the Debtors shall apply the proceeds of DIP Collateral in accordance with this Interim Order and the Budget (including, without limitation, the use of DIP Secondary Collateral to reduce the DIP Obligations in accordance with the Budget and, specifically, with: (a) 10% of the Term Loan Segregated Cash (measured as of the Petition Date) being applied to reduce the DIP Obligations upon entry of the Interim Order; (b) 40% of incremental Term Loan Segregated Cash (measured as of the Petition Date) being applied to reduce the DIP Obligations upon entry of the Final Order;

⁷ A copy of the initial Budget is attached hereto as **Exhibit 2.**

(c) 20% of incremental Term Loan Segregated Cash (measured as of the Petition Date) being applied to reduce the DIP Obligations upon entry of an order approving a disclosure statement that is in form and substance acceptable to the Requisite Prepetition Term Loan Lenders (the “Disclosure Statement”); and (d) 30% of incremental Term Loan Segregated Cash (measured as of the Petition Date) being applied to reduce the DIP Obligations upon entry of an order confirming a joint chapter 11 plan of reorganization that is in form and substance acceptable to the Requisite Prepetition Term Loan Lenders (the “Plan”) (clauses (a)-(d) collectively, the “Term Loan Segregated Cash Release Schedule”).⁸

(vii) *Canadian Recognition Proceeding.* Substantially contemporaneously with the entry of the Interim Order, the Canadian Debtor has filed an application (the “Canadian Case”) before the Ontario Superior Court of Justice (Commercial List) (the “Canadian Court”) for entry of an initial recognition order (the “Initial Recognition Order”) and a supplemental order (the “Supplemental Order”) recognizing the Cases as a foreign main proceeding and recognizing and giving full force and effect in all provinces and territories in Canada the orders rendered in the context of the Cases, including this Interim Order.

(viii) *Refinancing of Prepetition ABL Obligations.* Upon entry of this Interim Order, without any further action by the Debtors or any other party, but subject to paragraph 50 herein, all Prepetition ABL Obligations shall be repaid (or deemed repaid) or refinanced and, to the extent remaining outstanding, shall constitute DIP Obligations (the “DIP Roll-Up Obligations”).⁹ The refinancing and repayment of the Prepetition ABL Obligations shall

⁸ As used in this Interim Order, “Term Loan Segregated Cash” shall mean that certain “restricted cash” that constitutes DIP Secondary Collateral in the amount of approximately \$89,911,000.00.

⁹ The Swap Termination Liability will be paid in cash in full at emergence, pursuant to the plan of reorganization and the Court order confirming such plan.

be authorized as compensation for, in consideration for, and solely on account of, the agreement of the Prepetition ABL Lenders to fund amounts under the DIP ABL Facility and not as adequate protection for, or otherwise on account of, any Prepetition Secured Obligations. The Prepetition ABL Parties would not otherwise consent to the use of their Cash Collateral or the subordination of their liens to the DIP Liens, and the DIP Secured Parties would not be willing to provide the DIP ABL Facility or extend credit to the Debtors thereunder without the repayment and refinancing of the Prepetition ABL Obligations by the DIP ABL Loans. Moreover, the refinancing of all outstanding Prepetition ABL Obligations will, upon entry of this Interim Order, create availability under the DIP ABL Facility and will result in interest savings to the Debtors and their estates. Because the DIP Roll-Up Obligations are subject to the reservation of rights in paragraph 50 below, they will not prejudice the right of any other party in interest.

L. **Adequate Protection.** Until such time as the Prepetition Secured Obligations (as applicable) are Paid in Full,¹⁰ the Prepetition ABL Agent, for the benefit of itself and the other Prepetition ABL Parties, and the Prepetition Term Loan Agent, for the benefit of itself and the other Prepetition Term Loan Parties, are each entitled to receive adequate protection

¹⁰ “Paid in Full” means the indefeasible repayment in full in cash of all obligations (including principal, interest, fees, prepayment premiums, expenses, indemnities, other than contingent indemnification obligations for which no claim has been asserted) under the applicable credit facility, the cash collateralization or repayment in full in cash of all treasury and cash management obligations, hedging obligations, and bank product obligations, and the cancelation, replacement, backing, or cash collateralization of letters of credit, in each case, in accordance with the terms of the applicable credit facility. No facility shall be deemed to have been Paid in Full until such time as, with respect to the applicable facility, (a) the commitments to lend thereunder have been terminated, (b) with respect to the Challenge Deadline (i) the Challenge Deadline (as defined in paragraph 50 of this Interim Order) shall have occurred without the timely and proper commencement of a Challenge or (ii) if a Challenge is timely and properly asserted prior to the Challenge Deadline, upon the final, non-appealable disposition of such Challenge; and (c) with respect to the Prepetition ABL Obligations, the Prepetition ABL Agent or the DIP Agent, as applicable, has received (i) a countersigned payoff letter in form and substance satisfactory to such Agent and (ii) releases in form and substance satisfactory to such Agent, each in its sole discretion.

to the extent of any Diminution in Value of their respective interests in the Prepetition Collateral as set forth in this Interim Order.

M. **Sections 506(c) and 552(b).** In light of: (i) the DIP Secured Parties' agreement that their liens and superpriority claims shall be subject to the Carve Out; (ii) the Prepetition ABL Parties' agreement that their liens shall be subject to the Carve Out and subordinate to the DIP Liens and, in the case of the Prepetition Term Priority Collateral, subordinate to the Prepetition Term Loan Liens and the Prepetition Term Loan Adequate Protection Liens; (iii) the Prepetition Term Loan Parties' agreement that their liens shall be subject to the Carve Out and, in the case of the Prepetition ABL Priority Collateral, subordinate to the DIP Liens, the Prepetition ABL Liens, and the Prepetition ABL Adequate Protection Liens; and (iv) the payment of prepetition claims and/or expenses as set forth in the Budget and first day motions in accordance with and subject to the terms and conditions of this Interim Order and the DIP Documents, (a) subject to entry of a Final Order, the Prepetition Secured Parties are each entitled to a waiver of any "equities of the case" exception under section 552(b) of the Bankruptcy Code, and (b) subject to entry of a Final Order, the DIP Secured Parties and the Prepetition Secured Parties are each entitled to a waiver of the provisions of section 506(c) of the Bankruptcy Code.

N. **Good Faith of the DIP Agent and DIP Lenders.**

(i) *Willingness to Provide Financing.* The DIP Lenders have indicated a willingness to provide financing to the Debtors subject to: (a) entry of this Interim Order and the Final Order; (b) approval of the terms and conditions of the DIP ABL Facility and the DIP Documents; (c) satisfaction of the closing conditions set forth in the DIP Documents; (d) entry of the Initial Recognition Order and the Supplemental Order by the Canadian Court, in a form satisfactory to the DIP Agent, commencing the Canadian Case and providing for a priority charge

against the property of the Canadian Debtor securing the DIP Obligations, as set forth herein and in the DIP Documents; and (e) findings by this Court that the DIP ABL Facility is essential to the Debtors' estates, that the DIP Secured Parties are extending credit to the Debtors pursuant to the DIP Documents in good faith, and that the DIP Secured Parties' claims, superpriority claims, security interests, and liens and other protections granted pursuant to this Interim Order and the DIP Documents will have the protections provided by section 364(e) of the Bankruptcy Code.

(ii) *Business Judgment and Good Faith Pursuant to Section 364(e) of the Bankruptcy Code.* The terms and conditions of the DIP ABL Facility and the DIP Documents, and the fees paid and to be paid thereunder, are fair, reasonable, and the best available to the Debtors under the circumstances, are ordinary and appropriate for secured financing to debtors in possession, reflect the Debtors' exercise of prudent business judgment consistent with their fiduciary duties, and are supported by reasonably equivalent value and consideration. The terms and conditions of the DIP ABL Facility and the use of Cash Collateral were negotiated in good faith and at arms' length among the Debtors, the DIP Secured Parties, and the Prepetition Secured Parties, with the assistance and counsel of their respective advisors. Use of Cash Collateral and credit to be extended under the DIP ABL Facility shall be deemed to have been allowed, advanced, made, or extended in good faith by the DIP Secured Parties and the Prepetition Secured Parties within the meaning of section 364(e) of the Bankruptcy Code.

O. **Immediate Entry.** Sufficient cause exists for immediate entry of this Interim Order pursuant to Bankruptcy Rule 4001(c)(2).

P. **Interim Hearing.** Notice of the Interim Hearing and the relief requested in the DIP Motion has been provided by the Debtors, whether by facsimile, electronic mail, overnight courier or hand delivery, to certain parties in interest, including: (i) the U.S. Trustee; (ii) those

entities or individuals included on the Debtors' list of 30 largest unsecured creditors on a consolidated basis; (iii) counsel to the Prepetition ABL Agent; (iv) counsel to the Prepetition Term Loan Agent; and (v) all other parties entitled to notice under the Local Rules. The Debtors have made reasonable efforts to afford the best notice possible under the circumstances.

Based upon the foregoing findings and conclusions, the DIP Motion, the DIP Declarations, and the record before the Court with respect to the DIP Motion, and after due consideration and good and sufficient cause appearing therefor,

IT IS HEREBY ORDERED that:

1. Interim Financing Approved. The DIP Motion is granted, the Interim Financing (as defined herein) is authorized and approved, and the use of Cash Collateral on an interim basis is authorized, in each case subject to the terms and conditions set forth in the DIP Documents and this Interim Order. Any objections to this Interim Order to the extent not withdrawn, waived, settled, or resolved are hereby denied and overruled.

DIP ABL Facility Authorization

2. Authorization of the DIP ABL Facility. The DIP ABL Facility is hereby approved. The Debtors are expressly and immediately authorized and empowered to execute and deliver the DIP Documents and to incur and to perform the DIP Obligations in accordance with, and subject to, the terms of this Interim Order and the DIP Documents, and to deliver all instruments, certificates, agreements, and documents that may be required or necessary for the performance by the Debtors under the DIP ABL Facility and the creation and perfection of the DIP Liens (as defined herein) described in and provided for by this Interim Order and the DIP Documents, including each of the Guarantors providing its joint and several guarantee of all of the DIP Obligations and such acts as shall be necessary or desirable in order to effect the repayment

and the refinancing of the Prepetition ABL Obligations. The Debtors are hereby authorized and directed to pay, in accordance with this Interim Order and the DIP Documents, the principal, interest, fees, payments, expenses, and other amounts described in the DIP Documents as such amounts become earned, due, and payable and without need to obtain further Court approval, including closing fees, letter of credit fees (including issuance, fronting, and other related charges), unused facility fees, prepayment premiums (if applicable), continuing commitment fees, servicing fees, audit fees, appraisal fees, liquidator fees, structuring fees, arrangement fees, upfront fees, administrative agent's fees, the reasonable and documented fees and disbursements of the DIP Agent's attorneys, advisors, accountants, and other consultants, in such cases, reimbursable under the DIP Documents, whether or not such fees arose before or after the Petition Date, and to take any other actions that may be necessary or appropriate, all to the extent provided in this Interim Order or the DIP Documents. All collections and proceeds, whether from ordinary course collections, asset sales, debt or equity issuances, insurance recoveries, condemnations, or otherwise, will be deposited and applied as required by this Interim Order and the DIP Documents. Upon execution and delivery, the DIP Documents shall represent valid and binding obligations of the Debtors, enforceable against each of the Debtors and their estates in accordance with their terms. The Debtors' joint and several guarantee of the Canadian Obligations under the Canadian Guarantee is and shall remain in full force and effect, including with respect to any and all Canadian Obligations arising after the Petition Date.

3. Authorization to Borrow. To prevent immediate and irreparable harm to the Debtors' estates, from the entry of this Interim Order through and including the earliest to occur of (i) entry of the Final Order or (ii) the DIP Termination Date (as defined below), and subject to the terms, conditions, limitations on availability and reserves (as applicable) set forth in the DIP

Documents and this Interim Order, the Debtors are hereby authorized to request extensions of credit (in the form of loans and letters of credit) up to an aggregate outstanding principal amount of not greater than \$500,000,000.00 at any one time outstanding under the DIP ABL Facility (the “Interim Financing”).

4. DIP Obligations. The DIP Documents and this Interim Order shall constitute and evidence the validity and binding effect of the DIP Obligations, which shall be enforceable against the Debtors, their estates, and any successors thereto, including any trustee appointed in the Cases, or in any case under Chapter 7 of the Bankruptcy Code upon the conversion of any of the Cases, or in any other proceedings superseding or related to any of the foregoing (collectively, the “Successor Cases”). Upon entry of this Interim Order, the DIP Obligations will include all loans, letter of credit reimbursement obligations, and any other indebtedness or obligations, contingent or absolute, which may now or from time to time be owing by any of the Debtors to any of the DIP Secured Parties, in each case, under, or secured by, the DIP Documents or this Interim Order, including all principal, accrued interest (at the rate set out in the DIP ABL Facility), costs, fees, expenses and other amounts as provided in the DIP Documents. Without limiting the foregoing, the DIP Obligations shall also include cash management and bank product exposure and obligations of the DIP Lenders and their affiliates to the extent described in, or secured by, the Prepetition ABL Documents and DIP Documents. Upon entry of this Interim Order, all Banking Services Obligations and Existing Letters of Credit (each as defined in the DIP ABL Credit Agreement) issued by the Prepetition ABL Parties for the account of the Debtors under the Prepetition ABL Agreement shall continue in place and all obligations under or in connection with such letters of credit shall be subject to the DIP ABL Credit Agreement and shall constitute DIP Obligations. The Debtors shall be jointly and severally liable for the DIP Obligations, which

shall be due and payable, without notice or demand, and the use of Cash Collateral shall automatically cease on the earlier of the DIP Termination Date or the Cash Collateral Termination Date (each as defined herein) in each case, except as provided in paragraph 33 herein. No obligation, payment, transfer, or grant of collateral security hereunder or under the DIP Documents (including any DIP Obligation or DIP Liens (as defined below), and including in connection with any adequate protection provided to the Prepetition Secured Parties hereunder) shall be stayed, restrained, voidable, avoidable, or recoverable, under the Bankruptcy Code or under any applicable law (including under sections 502(d), 544, and 547 to 550 of the Bankruptcy Code or under any applicable state Uniform Voidable Transactions Act, Uniform Fraudulent Transfer Act, Uniform Fraudulent Conveyance Act, or similar statute or common law), or subject to any avoidance, reduction, setoff, recoupment, offset, recharacterization, subordination (whether equitable, contractual, or otherwise), counterclaim, cross-claim, defense, or any other challenge under the Bankruptcy Code or any applicable law or regulation by any person or entity.

5. DIP Liens. Subject and subordinate to the Carve Out as set forth in this Interim Order, in order to secure the DIP Obligations, effective immediately upon entry of this Interim Order, pursuant to sections 361, 362, 364(c)(2), 364(c)(3), and 364(d) of the Bankruptcy Code, the DIP Agent, for the benefit of itself and the DIP Secured Parties, is hereby granted, continuing, valid, binding, enforceable, non-avoidable, and automatically and properly perfected postpetition security interests in and liens (collectively, the “DIP Liens”) on all real and personal property, whether now existing or hereafter arising and wherever located, tangible and intangible, of each of the Debtors (the “DIP Collateral”), other than the Term Loan Segregated Cash prior to its release in accordance with the Term Loan Segregated Cash Release Schedule, including without limitation: (a) all cash, cash equivalents, deposit accounts, securities accounts, accounts, other

receivables (including credit card receivables), chattel paper, contract rights, inventory (wherever located), instruments, documents, securities (whether or not marketable) and investment property (including, without limitation, all of the issued and outstanding capital stock or equivalents of each of its subsidiaries), hedge agreements, furniture, fixtures, equipment (including documents of title), goods, franchise rights, trade names, trademarks, servicemarks, copyrights, patents, license rights, intellectual property, general intangibles (including, for the avoidance of doubt, payment intangibles), rights to the payment of money (including, without limitation, tax refunds and any other extraordinary payments), supporting obligations, guarantees, letter of credit rights, commercial tort claims, causes of action, and all substitutions, indemnification rights, all present and future intercompany debt, books and records related to the foregoing, accessions and proceeds of the foregoing, wherever located, including insurance or other proceeds; (b) all proceeds of leased real property; (c) the proceeds of actions brought under section 549 of the Bankruptcy Code to recover any postpetition transfer of DIP Collateral; (d) subject to entry of a Final Order (other than with respect to the proceeds of actions brought pursuant to section 549 of the Bankruptcy Code, which shall constitute DIP Collateral upon entry of this Interim Order), the proceeds of any avoidance actions brought pursuant to Chapter 5 of the Bankruptcy Code or applicable state law equivalents (subparagraphs (c) and (d), the “Avoidance Actions”); (e) subject to entry of a Final Order, proceeds of the Debtors’ rights under sections 506(c) (solely to the extent such rights result from the use of the DIP ABL Facility or the DIP Collateral and are, therefore, enforceable against parties other than the DIP Agent, DIP Lenders or the Prepetition Secured Parties) and 550 of the Bankruptcy Code; and (f) all DIP Collateral that was not otherwise subject to valid, perfected, enforceable, and unavoidable liens on the Petition Date. Notwithstanding the foregoing, DIP Collateral shall not include the Debtors’ real property leases (but shall include all proceeds of

such leases). DIP Collateral that is (i) of a type that would be ABL Priority Collateral; (ii) of a type that would be ABL Priority Collateral, but that was not otherwise subject to valid, perfected, enforceable, and unavoidable liens on the Petition Date; and (iii) subject to entry of the Final Order, the proceeds of Avoidance Actions, shall, in each case, constitute “DIP Primary Collateral.” DIP Collateral that is (i) of a type that would be Prepetition Term Priority Collateral and (ii) the proceeds of the Debtors’ real property leases shall, in each case, constitute “DIP Secondary Collateral.”

6. DIP Lien Priority. The DIP Liens are valid, automatically perfected, non-avoidable, senior in priority, and superior to any security, mortgage, collateral interest, lien, or claim to any of the DIP Collateral, except that the DIP Liens shall be subject to the Carve Out as set forth in this Interim Order and shall otherwise be junior only to: (a) as to the DIP Primary Collateral, Permitted Prior Liens; and (b) as to the DIP Secondary Collateral, (i) Permitted Prior Liens; (ii) the Prepetition Term Loan Liens; and (iii) the Prepetition Term Loan Adequate Protection Liens (as defined herein). Other than as set forth herein (including the Carve Out, the Prepetition Term Loan Liens (with respect to the DIP Secondary Collateral), and the Prepetition Term Loan Adequate Protection Liens (with respect to the DIP Secondary Collateral)) or in the DIP Documents, the DIP Liens shall not be made subject to or *pari passu* with any lien or security interest heretofore or hereinafter granted in the Cases or any Successor Cases and shall be valid and enforceable against any trustee appointed in the Cases or any Successor Cases, upon the conversion of any of the Cases to a case under Chapter 7 of the Bankruptcy Code (or in any other Successor Case), and/or upon the dismissal of any of the Cases or Successor Cases. The DIP Liens shall not be subject to section 510, 549, or 550 of the Bankruptcy Code. No lien or interest avoided and preserved for the benefit of the estate pursuant to section 551 of the Bankruptcy Code shall be

pari passu with or senior to the DIP Liens.

7. DIP Superpriority Claims. Subject and subordinate to the Carve Out and, with respect to claims attributable to DIP Secondary Collateral, the Prepetition Term Loan Adequate Protection Claims (as defined herein), each as set forth in this Interim Order, upon entry of this Interim Order, the DIP Agent, on behalf of itself and the DIP Secured Parties, is hereby granted, pursuant to section 364(c)(1) of the Bankruptcy Code, an allowed superpriority administrative expense claim in each of the Cases and any Successor Cases (collectively, the “DIP Superpriority Claims”) for all DIP Obligations. The DIP Superpriority Claim shall have priority over any and all other obligations, liabilities and indebtedness of each Debtor (other than the Carve Out and, with respect to claims attributable to DIP Secondary Collateral, the Prepetition Term Loan Adequate Protection Claims) of the kind specified in section 503(b) and 507(b) of the Bankruptcy Code, including, to the extent allowed under the Bankruptcy Code, any and all administrative expense claims and unsecured claims against the Debtors or their estates in any of the Cases and any Successor Cases, at any time existing or arising, of any kind or nature whatsoever, including, without limitation, administrative expenses of the kinds specified in or ordered pursuant to sections 105, 328, 330, 331, 364, 503(a), 503(b), 507(a) (other than 507(a)(1)), 507(b), 546(c), 726 (to the extent permitted by law), 1113, and 1114 of the Bankruptcy Code, and any other provision of the Bankruptcy Code, to the extent provided under section 364(c)(1) of the Bankruptcy Code. No lien or interest avoided and preserved for the benefit of the estate pursuant to section 551 of the Bankruptcy Code shall be *pari passu* with or senior to the DIP Superpriority Claims.

8. No Obligation to Extend Credit. Except as may be required to fund the Carve Out Reserves (as defined below) as set forth in this Interim Order, the DIP Secured Parties

shall have no obligation to make any loan or advance, or to issue, amend, renew, or extend any letters of credit or bankers' acceptance under the DIP Documents, unless all of the conditions precedent to the making of such extension of credit or the issuance, amendment, renewal, or extension of such letter of credit or bankers' acceptance be deemed issued under and subject to the DIP Documents and this Interim Order have been satisfied in full or waived by the DIP Agent in accordance with the terms of the DIP ABL Credit Agreement.

9. Use of Proceeds of DIP ABL Facility. From and after the Petition Date, the Debtors shall use advances of credit under the DIP ABL Facility, in accordance with the Budget (subject to such variances as permitted in this Interim Order and the DIP ABL Credit Agreement), only for the purposes specifically set forth in this Interim Order, the DIP Documents, and the Budget and in compliance with the terms and conditions in this Interim Order and the DIP Documents.

10. DIP Roll-Up Obligations. Upon entry of this Interim Order, without any further action by the Debtors or any other party, and as a condition to the provision of liquidity under the DIP ABL Facility, the Prepetition ABL Obligations shall be refinanced and repaid by the DIP ABL Loans and shall, to the extent remaining outstanding, constitute DIP Obligations. The authorization of the DIP Roll-Up Obligations shall be subject to the reservation of rights set forth in paragraph 50 of this Interim Order.

Authorization to Use Cash Collateral

11. Authorization to Use Cash Collateral. Subject to the terms and conditions of this Interim Order, the DIP ABL Facility, and the DIP Documents and in accordance with the Budget (subject to such variances as permitted in this Interim Order and the DIP Documents), including, without limitation, the use of DIP Secondary Collateral to reduce the DIP Obligations

(without a commitment reduction) in accordance with the Budget and in accordance with the Term Loan Segregated Cash Release Schedule, the Debtors are authorized to use Cash Collateral until the earlier of the DIP Termination Date or the Cash Collateral Termination Date (each as defined herein); *provided, however*, that, upon the Termination Declaration Date, the Carve-Out shall be funded and available to satisfy then-due Allowed Professional Fees (as defined in paragraph 47 of this Interim Order); *provided, further*, that during the Remedies Notice Period (as defined herein), the Debtors may use Cash Collateral to meet payroll obligations (other than severance), sales taxes and other expenses that the DIP Agent and Prepetition Term Loan Agent approve (each in its sole discretion) as critical to keeping the Debtors' business operating subject to the Budget. Nothing in this Interim Order shall authorize the disposition of any assets of the Debtors or their estates outside the ordinary course of business, or any Debtor's use of any Cash Collateral or other proceeds resulting therefrom, except as permitted in this Interim Order (including the Carve Out), the DIP ABL Facility, the DIP Documents, and in accordance with the Budget (subject to such variances as permitted in this Interim Order and the DIP Documents). For the avoidance of doubt, other than as set forth in this paragraph 11, the Debtors shall have no authority to utilize the Term Loan Segregated Cash pursuant to this Interim Order.

12. Adequate Protection Liens.

(a) *Prepetition ABL Adequate Protection Liens.* Subject to the Carve Out as set forth in this Interim Order, pursuant to sections 361, 363(e), and 364(d) of the Bankruptcy Code, as adequate protection of the interests of the Prepetition ABL Parties in the Prepetition Collateral to the extent of any Diminution in Value of such interests in the Prepetition Collateral, the Debtors hereby grant to the Prepetition ABL Agent, for the benefit of itself and the Prepetition ABL Parties, continuing, valid, binding, enforceable, and perfected postpetition

security interests in and liens (the “Prepetition ABL Adequate Protection Liens”) on the DIP Collateral; *provided* that the foregoing collateral shall not include assets or property (other than Prepetition Collateral, including Cash Collateral and the proceeds thereof) upon which, and solely to the extent that, the grant of an Adequate Protection Lien (as defined herein) as contemplated in this Interim Order, unless otherwise expressly permitted by the terms of the applicable executory contracts and unexpired nonresidential leases, would constitute a default or event of default under any of the Debtors’ contracts or leases (and such default would not be excused or rendered ineffective by operation of the Bankruptcy Code or applicable nonbankruptcy law), but shall include the proceeds thereof.

(b) *Prepetition Term Loan Adequate Protection Liens.* Subject to the Carve Out as set forth in this Interim Order, pursuant to sections 361, 363(e), and 364(d) of the Bankruptcy Code, as adequate protection of the interests of the Prepetition Term Loan Parties in the Prepetition Collateral against any Diminution in Value of such interests in the Prepetition Collateral, the Debtors hereby grant to the Prepetition Term Loan Agent, for the benefit of itself and the Prepetition Term Loan Parties, valid, binding, enforceable, and perfected postpetition security interests in and liens (the “Prepetition Term Loan Adequate Protection Liens,” and together with the Prepetition ABL Adequate Protection Liens, the “Adequate Protection Liens”) on the DIP Collateral and the Term Loan Segregated Cash; *provided* that the foregoing collateral shall not include assets or property (other than Prepetition Collateral, including Cash Collateral and the proceeds thereof) upon which, and solely to the extent that, the grant of an Adequate Protection Lien as contemplated in this Interim Order, unless otherwise expressly permitted by the terms of the applicable executory contract or unexpired nonresidential leases would constitute a default or event of default under any of the Debtors’ contracts or leases (and such default would

not be excused or rendered ineffective by operation of the Bankruptcy Code or applicable nonbankruptcy law), but shall include the proceeds thereof.

13. Priority of Adequate Protection Liens.

(a) The Prepetition ABL Adequate Protection Liens shall be subject to the Carve Out as set forth in this Interim Order and shall otherwise be junior only to: (i) with respect to the DIP Primary Collateral, (A) the DIP Liens; (B) Permitted Prior Liens; and (C) the Prepetition ABL Liens; and (ii) with respect to the DIP Secondary Collateral, (A) Permitted Prior Liens; (B) the Prepetition Term Loan Liens; (C) the Prepetition Term Loan Adequate Protection Liens; (D) the DIP Liens; and (E) the Prepetition ABL Liens. The Prepetition ABL Adequate Protection Liens shall be senior to all other security interests in, liens on, or claims against any of the DIP Collateral, subject to the Intercreditor Agreement.

(b) The Prepetition Term Loan Adequate Protection Liens shall be subject to the Carve Out as set forth in this Interim Order and shall otherwise be junior only to: (i) with respect to the DIP Primary Collateral, (A) Permitted Prior Liens, (B) the DIP Liens, (C) the Prepetition ABL Liens, (D) the Prepetition ABL Adequate Protection Liens, and (E) the Prepetition Term Loan Liens; and (ii) with respect to the DIP Secondary Collateral, (A) Permitted Prior Liens, and (B) the Prepetition Term Loan Liens. The Prepetition Term Loan Adequate Protection Liens shall be senior to all other security interests in, liens on, or claims against any of the DIP Collateral, subject to the Intercreditor Agreement.

(c) Except as provided herein, the Adequate Protection Liens shall not be made subject to or *pari passu* with any lien or security interest heretofore or hereinafter in the Cases or any Successor Cases, and shall be valid and enforceable against any trustee appointed in any of the Cases or any Successor Cases, or upon the dismissal of any of the Cases or Successor

Cases. The Adequate Protection Liens shall not be subject to sections 510, 549, or 550 of the Bankruptcy Code. No lien or interest avoided and preserved for the benefit of the estate pursuant to section 551 of the Bankruptcy Code shall be *pari passu* with or senior to the Prepetition Liens or the Adequate Protection Liens.

14. Adequate Protection Superpriority Claims.

(a) *Prepetition ABL Superpriority Claim.* As further adequate protection of the interests of the Prepetition ABL Parties in the Prepetition Collateral against any Diminution in Value of such interests in the Prepetition Collateral, the Prepetition ABL Agent, on behalf of itself and the Prepetition ABL Parties, is hereby granted, subject to the Carve Out, as and to the extent provided by section 507(b) of the Bankruptcy Code, an allowed superpriority administrative expense claim in each of the Cases and any Successor Cases (the “Prepetition ABL Superpriority Claim”).

(b) *Prepetition Term Loan Superpriority Claim.* As further adequate protection of the interests of the Prepetition Term Loan Parties in the Prepetition Collateral against any Diminution in Value of such interests in the Prepetition Collateral, the Prepetition Term Loan Agent, on behalf of itself and the Prepetition Term Loan Parties, is hereby granted, subject to the Carve Out, as and to the extent provided by section 507(b) of the Bankruptcy Code, an allowed superpriority administrative expense claim in each of the Cases and any Successor Cases (the “Prepetition Term Loan Superpriority Claim,” and together with the Prepetition ABL Superpriority Claim, the “Adequate Protection Superpriority Claims”).

15. Priority of the Adequate Protection Superpriority Claims. Except as set forth herein, the Adequate Protection Superpriority Claims shall have priority, to the extent provided by section 507(b) of the Bankruptcy Code, over all administrative expense claims and

unsecured claims against the Debtors or their estates, now existing or hereafter arising, of any kind or nature whatsoever, including, without limitation, administrative expenses of the kinds specified in or ordered pursuant to sections 105, 328, 330, 331, 503(a), 503(b), 507(a) (other than 507(a)(1), 506(c) (subject to entry of the Final Order), 507(b), 546(c), 726 (to the extent permitted by law), 1113, and 1114 of the Bankruptcy Code; *provided, however*, the Adequate Protection Superpriority Claims shall be subject to the Carve Out and shall otherwise have priority in the following order: (a) with respect to the DIP Primary Collateral, (1) the DIP Superpriority Claim, (2) the Prepetition ABL Superpriority Claim, and (3) the Prepetition Term Loan Superpriority Claim; and (b) with respect to the DIP Secondary Collateral, (1) the Prepetition Term Loan Superpriority Claim, (2) the DIP Superpriority Claim, and (3) the Prepetition ABL Superpriority Claim.

16. Adequate Protection Payments and Protections for Prepetition ABL Parties.

As further adequate protection (the “Prepetition ABL Adequate Protection Payments”), the Debtors are authorized and directed to provide adequate protection to the Prepetition ABL Parties in the form of payment in cash (and as to fees and expenses, without the need for the filing of a formal fee application) of (a) solely to the extent that any Prepetition ABL Obligations remain outstanding after entry of this Interim Order, interest (at the rate in accordance with the provisions of the Prepetition Documents) and principal due under the Prepetition ABL Documents with respect to such remaining Prepetition ABL Obligations, subject to the rights preserved in paragraph 50 below, (b) immediately upon entry of this Interim Order, payment of the reasonable and documented fees, out-of-pocket expenses, and disbursements (including the reasonable and documented fees, out-of-pocket expenses, and disbursements of counsel, financial advisors, auditors, third-party consultants, and other vendors) incurred by the Prepetition ABL Agent arising prior to the Petition Date and reimbursable under the Prepetition ABL Documents, including

reasonable and documented fees and expenses of (1) Morgan, Lewis & Bockius LLP, (2) McMillan LLP, (3) Berkeley Research Group, LLC and (4) Winstead PC (collectively, the “ABL Advisors”), and (iii) in accordance with the procedures set forth in paragraph 43 hereof, the reasonable and documented fees, out-of-pocket expenses, and disbursements (including the reasonable and documented fees, out-of-pocket expenses, and disbursements of counsel, financial advisors, auditors, third-party consultants, and other vendors) incurred by the Prepetition ABL Agent arising subsequent to the Petition Date reimbursable under the Prepetition ABL Documents; *provided, however*, that during the continuation of a DIP Event of Default, any such payments to the Prepetition ABL Parties shall be made solely from the DIP Primary Collateral. Subject to entry of the Final Order, upon the earliest to occur of (a) entry of the Final Order, (b) the DIP Termination Date, or (c) delivery of the Carve Out Trigger Notice, the Debtors are further authorized and directed to pay (which may be made through an advance under the DIP ABL Facility) to the Prepetition ABL Agent, for the benefit of the Prepetition ABL Parties, \$500,000 into a non-interest bearing account maintained at JPMorgan Chase Bank, N.A. (the “Prepetition ABL Indemnity Reserve”) to secure contingent indemnification, reimbursement, or similar continuing obligations arising under or related to the Prepetition ABL Documents (the “Prepetition ABL Indemnity Obligations”); *provided* that the Debtors shall not be required to fund the Prepetition ABL Indemnity Reserve if, at the time of the earliest to occur of the DIP Termination Date, the delivery of the Carve Out Trigger Notice, or the entry of the Final Order, the Prepetition ABL Obligations have been (or are contemporaneously therewith) Paid in Full. The Prepetition ABL Indemnity Reserve shall secure all costs, expenses, and other amounts (including reasonable and documented attorneys’ fees) owed to or incurred by the Prepetition ABL Agent and the Prepetition ABL Lenders related to the Prepetition ABL Documents, the Prepetition ABL Obligations, or the

Prepetition ABL Liens granted to the Prepetition ABL Agent, as applicable, whether in these Cases or independently in another forum, court, or venue. The Prepetition ABL Indemnity Obligations shall be secured, and not subject to the Carve Out, by a first lien on the Prepetition ABL Indemnity Reserve and the funds therein and by a lien on the DIP Collateral and the Prepetition Collateral (subject in all respects to the Intercreditor Agreement). Subject to paragraph 43 below, payments of Prepetition ABL Indemnity Obligations shall be made as and when they arise and paid with the Prepetition ABL Indemnity Reserve, without further notice to or consent from the Debtors, a Committee (if appointed), or any other parties in interest and without further order of this Court; *provided*, that the rights of parties in interest with Requisite Standing¹¹ to object to any such indemnification claim(s) are hereby reserved in accordance with paragraph 50 hereof. The Prepetition ABL Agent (for itself and on behalf of the Prepetition ABL Parties) shall retain and maintain the Prepetition ABL Liens and the Prepetition ABL Adequate Protection Liens granted to the Prepetition ABL Agent as security for the amount of any Prepetition ABL Indemnity Obligations not capable of being satisfied from application of the funds on deposit in the Prepetition ABL Indemnity Reserve. The Prepetition ABL Indemnity Reserve (but not the Prepetition ABL Indemnity Obligations) shall be released and the funds applied in accordance with paragraph 26 of this Interim Order at such time as the Prepetition ABL Indemnity Obligations are Paid in Full.

17. Adequate Protection Payments and Protections for Prepetition Term Loan Parties. As further adequate protection (the “Prepetition Term Loan Adequate Protection Payments,” and together with the Prepetition ABL Adequate Protection Payments, the “Adequate

¹¹ As used in this Final Order, a party in interest with “Requisite Standing” shall mean a party in interest (including the Committee, if appointed) that has obtained an order of the Court granting such party derivative standing.

Protection Payments”), the Debtors are authorized and directed to provide the following adequate protection to the Prepetition Term Loan Parties in the form of payment in cash (and as to fees and expenses, without the need for the filing of a formal fee application): (a) immediately upon entry of the Interim Order, all overdue accrued and unpaid interest (at the non-default rate) and other amounts (other than principal) due under the Prepetition Term Loan Agreement (whether accrued prior to or after the Petition Date), (b) immediately upon entry of this Interim Order, payment of any unpaid reasonable and documented fees, out-of-pocket expenses, and disbursements (including the reasonable and documented fees, out-of-pocket expenses, and disbursements of counsel, financial advisors, auditors, third-party consultants, and other vendors) incurred by the Prepetition Term Loan Agent and the Prepetition Term Loan Lenders arising prior to the Petition Date and reimbursable under the Prepetition Term Loan Documents, including reasonable and documented fees and expenses of (1) Gibson, Dunn & Crutcher LLP, (2) Houlihan Lokey Capital Inc., (3) Porter Hedges LLP (collectively, the “Term Loan Advisors”); and (4) Clifford Chance (counsel to the Prepetition Term Loan Agent), (c) interest and other amounts, as and when due under the Prepetition Term Loan Agreement, in each case at the non-default rate, and (d) in accordance with the procedures set forth in paragraph 43 hereof, the reasonable and documented fees, out-of-pocket expenses, and disbursements (including the reasonable and documented fees, out-of-pocket expenses, and disbursements of the Term Loan Advisors) arising subsequent to the Petition Date; *provided, however*, that during the continuance of a DIP Event of Default, any such payments to the Prepetition Term Loan Parties shall be made solely from the DIP Secondary Collateral.

18. Additional Adequate Protection for Prepetition Term Loan Parties. As further adequate protection, the Debtors shall provide to the Term Loan Advisors, on behalf of the

Prepetition Term Loan Lenders: (a) continued periodic reporting under the Prepetition Term Loan Credit Agreement; (b) the following enhanced reporting (on a professionals' eyes only or non-cleansing basis) (1) a listing of permanently open store counts (i.e. stores not designated for permanent closure) by banner, updated on a weekly basis, (2) comp sales by banner, updated on a weekly basis, (3) a lease-by-lease summary report describing the status of negotiations and/or proposed sales for any leased properties, updated on a weekly basis, (4) inventory and borrowing base reports, updated on a weekly basis, and (5) any additional reporting delivered to either the DIP Agent or DIP Lenders (or their respective advisors), under the DIP Documents, and (c) access to management (including but not limited to the chief restructuring officer) of the Debtors no less frequently than once every week.

19. Adequate Protection Reservation. Nothing herein shall impair or modify the application of section 507(b) of the Bankruptcy Code in the event that the adequate protection provided hereunder to the Prepetition Secured Parties is insufficient to compensate for any Diminution in Value of their respective interests in the Prepetition Collateral. The receipt by the Prepetition Secured Parties of the adequate protection provided herein shall not be deemed an admission that the interests of the Prepetition Secured Parties are adequately protected. Further, this Interim Order shall not prejudice or limit the rights of the Prepetition Secured Parties to seek additional relief with respect to the use of Cash Collateral or for additional adequate protection, and all parties in interests' rights are reserved with respect thereto.

**Provisions Common to
DIP Financing and Use of Cash Collateral**

20. Amendment of the DIP Documents. The DIP Documents may from time to time be amended, modified, or supplemented by the parties thereto without further order of the Court if the amendment, modification, or supplement is (a) immaterial or non-adverse to the

Debtors and their estates and (b) in accordance with the DIP Documents. In the case of a material amendment, modification, waiver, or supplement to the DIP Documents that is adverse to the Debtors, their estates or stakeholders (including, for the avoidance of doubt, the Prepetition Term Loan Parties), the Debtors shall provide notice (which may be provided through electronic mail or facsimile) to counsel to a Committee (if appointed), the Term Loan Advisors, and the U.S. Trustee, (the “Notice Parties”) at least five (5) business days prior to the proposed effectiveness of such amendment, modification, or supplement; *provided*, that executed waivers need only be provided to such parties substantially concurrently with the effectiveness thereof; *provided, further, however*, any such material amendment, modification, or supplement that is adverse to the Debtors or their estates shall be filed with the Court, and waiver of compliance with any covenant or extension of the period for compliance shall not be deemed to be adverse to the Debtors or their estates.

21. Budget Maintenance. The use of borrowings and letters of credit under the DIP ABL Facility and the use of Cash Collateral shall be in accordance with the Budget, subject in all respects to the variances set forth in this Interim Order and in the DIP ABL Credit Agreement. The Budget shall depict, on a weekly basis and line item basis (i) projected cash receipts, (ii) projected cash disbursements (including ordinary course operating expenses, capital expenditures, bankruptcy-related expenses and certain other fees and expenses, and including expenses relating to the DIP Documents), (iii) net cash flow, (iv) Availability (as defined in the DIP ABL Credit Agreement, (v) total available liquidity, and (vi) professional fees and disbursements with respect to the Debtors’ professionals and other estate professionals, for the first thirteen (13) week period from the Closing Date, and such initial Budget shall be approved by, and in form and substance satisfactory to the DIP Agent, the Required Lenders (as defined in

the DIP ABL Credit Agreement), and holders of Prepetition Term Loan Obligations in an aggregate principal amount equal to or greater than two-thirds of the aggregate principal amount of Prepetition Term Loan Obligations held by all signatories to the RSA (the “Super-Majority Prepetition Term Loan Lenders”), each in their sole discretion (it being acknowledged and agreed that the initial Budget attached hereto has been approved by the DIP Agent, the Required Lenders and the Super-Majority Prepetition Term Loan Lenders). The Budget shall be updated, modified, or supplemented by the Debtors in accordance with the DIP ABL Credit Agreement, but in any event the Budget shall be updated by the Debtors not less than one time in each fiscal month, and shall be transmitted to the Lender Advisors (as defined in the DIP ABL Credit Agreement) and the Term Loan Advisors and publicly posted to the Prepetition Term Loan Agent’s website to all holders of Term Loan Obligations when approved and adopted. Each such updated, modified, or supplemented budget shall be approved in writing (including by email) by, and shall be in form and substance satisfactory to, the DIP Agent, the Required Lenders, and the Steerco-Super Majority Lenders, (each in their sole discretion), and no such updated, modified, or supplemented budget shall be effective until so approved, and once so approved shall be deemed the Budget; *provided, however*, that in the event the parties cannot agree as to an updated, modified or supplemented budget within three (3) business days of such proposed updated, modified or supplemented budget’s delivery to the Lender Advisors and the Term Loan Advisors, such disagreement shall constitute an immediate DIP Event of Default and Cash Collateral Termination Event (each as defined below) once the period covered by the prior approved Budget has terminated, unless a new Budget has been approved by the end of such period, (and at all times thereafter such then-current approved Budget shall remain in effect unless and until a new Budget

is approved by the DIP Agent, the Required Lenders, and the Steerco-Super Majority Lenders).¹²

22. Budget Compliance: Obligations of the Debtors to the DIP Secured Parties.

The Debtors shall at all times comply with the Budget, subject to the variances set forth in the DIP ABL Credit Agreement. The Debtors shall provide all reports and other information as required in the DIP ABL Credit Agreement. The Debtors' failure to comply with the Budget (including the variances set forth in the DIP ABL Credit Agreement) or to provide the reports and other information required in the DIP ABL Credit Agreement shall constitute a DIP Event of Default (as defined herein) following the expiration of any applicable cure period set forth in the DIP ABL Credit Agreement unless waived in accordance with the terms of the DIP ABL Credit Agreement.

23. Budget Compliance: Obligations of the Debtors to the Prepetition Term

Loan Parties. On Friday of each week following the Petition Date, the Debtors will deliver to the Term Loan Advisors a line-item by line-item variance report, setting forth, in reasonable detail, any variances between actual amounts for each line item in the Budget for the Variance Testing Period¹³ versus projected amounts set forth in the applicable Budget for each line-item included therein on a cumulative basis for such Variance Testing Period (for the avoidance of doubt, to be prepared by comparing the sum of the four (4) figures (or less, if the applicable Variance Testing Period has less than four weeks) for each relevant fiscal week for such corresponding line item in

¹² “Steerco-Super Majority Lenders” means as of the relevant date, one or more holders of Term Loans who are signatories to the RSA that individually or collectively hold at least two-thirds of the aggregate outstanding principal amount of Term Loans that are held by the steering committee of the ad hoc group of Prepetition Term Loan Lenders (which may in all cases be communicated by the Term Loan Advisors via e-mail).

¹³ “Variance Testing Period” means the four-fiscal week calendar period up to and through the Saturday of the fiscal week most recently ended prior to the applicable date of delivery of such variance report (provided that, if less than four-fiscal weeks have transpired since the Petition Date, the Variance Testing Period shall include the entire period from the Petition Date through the Saturday of the fiscal week most recently ended prior to the applicable Variance Testing Period).

the relevant Budget that was in effect in respect of each relevant week at the time). The variance report shall also provide a reasonably detailed explanation (including whether such variance is permanent or temporary in nature or timing related) for any negative variance in such variance report in excess of 10% in actual receipts and any positive variance in such variance report in excess of 10% in actual operating disbursements during the Variance Testing Period (unless the dollar amount corresponding to such percentage variance is less than \$1,000,000) as compared to projections for such corresponding line items during the Variance Testing Period as set forth in the Budget. The Debtors shall at all times comply with the Budget, subject to the following variances: (i) actual operating cash receipts for any four-fiscal week period up to and through the Saturday of the fiscal week most recently ended prior to the applicable variance report delivery date (“Four Week Period”) must not be less than 90% of budgeted operating cash receipts for any such Four Week Period and (ii) the actual cash disbursements (excluding professional fees) for any Four Week Period shall not be greater than 110% of the budgeted cash disbursements for any such Four Week Period; *provided*, that any variance from a prior period as tested against a cumulative budget shall carry forward in the succeeding Four Week Period for purposes of the Budget. Failure to comply with the Budget (including the variances set forth herein) shall constitute an immediate Cash Collateral Termination Event, unless waived by the Requisite Prepetition Term Loan Lenders.

24. Modification of Automatic Stay. The automatic stay imposed under section 362(a)(2) of the Bankruptcy Code is hereby modified as necessary to effectuate all of the terms and provisions of this Interim Order, including, without limitation, to: (a) permit the Debtors to grant the DIP Liens, Adequate Protection Liens, DIP Superpriority Claims, and Adequate Protection Superpriority Claims; (b) permit the Debtors to perform such acts as the DIP Agent and

Prepetition Term Loan Agent may reasonably request to assure the perfection and priority of the liens granted herein; (c) permit the Debtors to incur all liabilities and obligations to the DIP Secured Parties, Prepetition ABL Parties, and the Prepetition Term Loan Parties under the DIP Documents, the DIP ABL Facility, and this Interim Order, as applicable; and (d) authorize the Debtors to pay, and the DIP Secured Parties and the Prepetition Secured Parties to retain and apply, payments made in accordance with the terms of this Interim Order.

25. Perfection of DIP Liens and Adequate Protection Liens. This Interim Order shall be sufficient and conclusive evidence of the creation, validity, perfection, and priority of all liens granted herein, including the DIP Liens and the Adequate Protection Liens, without the necessity of filing or recording any financing statement, mortgage, notice, or other instrument or document which may otherwise be required under the law or regulation of any jurisdiction or the taking of any other action (including, for the avoidance of doubt, entering into any deposit account control agreement or mortgage) to validate or perfect (in accordance with applicable non-bankruptcy law) the DIP Liens and the Adequate Protection Liens, or to evidence or entitle the DIP Secured Parties and the Prepetition Secured Parties to the priorities granted herein. Notwithstanding the foregoing, each of the DIP Agent and each Prepetition Agent is authorized to file, in the applicable registries of deeds and other appropriate public records, as it in its sole discretion deems necessary or advisable, such financing statements, security agreements, mortgages, leasehold mortgages, notices of liens, and other similar documents to perfect in accordance with applicable non-bankruptcy law or to otherwise evidence the DIP Liens and the Adequate Protection Liens, and all such financing statements, mortgages, leasehold mortgages, notices, and other documents shall be deemed to have been filed or recorded as of the Petition Date; *provided, however*, that no such filing or recordation shall be necessary or required in order

to create or perfect the DIP Liens or the Adequate Protection Liens. The Debtors are authorized and directed to execute and deliver promptly upon demand to the DIP Agent, the Prepetition ABL Agent, and the Prepetition Term Loan Agent, as applicable, all such financing statements, deposit account control agreements, mortgages, leasehold mortgages, notices, and other documents and/or applicable amendments as the DIP Agent, the Prepetition ABL Agent, or the Prepetition Term Loan Agent may reasonably request. Each of the DIP Agent, the Prepetition ABL Agent, and the Prepetition Term Loan Agent, in each of their discretion, may file a photocopy of this Interim Order as a financing statement with any filing or recording office or with any registry of deeds or similar office, in addition to or in lieu of such financing statements, notices of lien, or similar instrument. To the extent that the Prepetition ABL Agent is the secured party under any security agreement, mortgage, leasehold mortgage, landlord waiver, credit card processor notices or agreements, bailee letters, custom broker agreements, financing statement, account control agreements, or any other Prepetition Documents or is listed as loss payee or additional insured under any of the Debtors' insurance policies, the DIP Agent shall also be deemed to be the secured party under such documents or to be the loss payee or additional insured, as applicable. The Prepetition ABL Agent shall serve as agent for the DIP Agent for purposes of perfecting the DIP Agent's liens on all DIP Collateral that, without giving effect to the Bankruptcy Code and this Interim Order, is of a type such that perfection of a lien therein may be accomplished only by possession or control by a secured party.

26. Application of Proceeds of Collateral. As a condition to the entry of the DIP Documents, the extension of credit under the DIP ABL Facility, and the authorization to use Cash Collateral, the Debtors have agreed that as of and commencing on the date of the Interim Hearing, the Debtors shall apply all net proceeds of DIP Collateral (and, solely when released in

accordance with the Term Loan Segregated Cash Release Schedule, the Term Loan Segregated Cash) including whether sold in the ordinary course, liquidated pursuant to the Store Closing Motion, or otherwise, as provided in the DIP ABL Credit Agreement (without a reduction in commitments thereunder).

27. Protections of Rights of the Prepetition Secured Parties.

(a) Subject to the Intercreditor Agreement, unless the DIP Agent, Prepetition ABL Agent, and Prepetition Term Loan Agent have each provided their respective prior written consent, or all DIP Obligations, Prepetition ABL Obligations, and Prepetition Term Loan Obligations (excluding contingent indemnification obligations for which no claim has been asserted) have been, or contemporaneously will be, Paid in Full and the lending commitments under the DIP ABL Facility have terminated, in any of these Cases, any Successor Cases or the Canadian Cases, the Debtors shall neither seek entry of, nor support any motion or application seeking entry of, and otherwise shall object to any motion or application seeking entry of, any order (including any order confirming any plan of reorganization or liquidation) that authorizes any of the following: (i) the obtaining of credit or the incurring of indebtedness that is secured by a security, mortgage, or collateral interest or other lien on all or any portion of the DIP Collateral or Prepetition Collateral and/or that is entitled to administrative priority status, in each case that is superior to or *pari passu* with the DIP Liens, the DIP Superpriority Claims, the Prepetition Liens, the Adequate Protection Liens, and/or the Adequate Protection Superpriority Claims except as expressly set forth in this Interim Order or the DIP Documents; (ii) the use of Cash Collateral for any purpose other than as permitted in the DIP Documents and this Interim Order; (iii) except as set forth in the DIP Documents, the return of goods pursuant to section 546(h) of the Bankruptcy Code (or other return of goods on account of any prepetition indebtedness) to any creditor of any

Debtor or any creditor's taking any setoff or recoupment against any of its prepetition indebtedness based upon any such return of goods pursuant to section 553 of the Bankruptcy Code or otherwise; or (iv) any modification of any of the DIP Secured Parties' or the Prepetition Secured Parties' rights under this Interim Order, the DIP Documents, the Prepetition ABL Documents, or the Prepetition Term Loan Documents with respect any DIP Obligations, Prepetition ABL Obligations, or Prepetition Term Loan Obligations. It shall be an Event of Default under the DIP Documents and a Cash Collateral Termination Event under this Interim Order if, in any of these Cases or any Successor Cases, the Debtors take or fail to take any of the actions contemplated with respect to provisions (i) through (iv) of the previous sentence or if any order is entered granting any of the relief enumerated in provisions (i) through (iv) of the previous sentence.

(b) No Debtor shall object to any DIP Secured Parties, or any Prepetition Secured Parties, credit bidding up to the full amount of the applicable outstanding DIP Obligations and Prepetition Secured Obligations (as applicable), in each case including any accrued interest, fees, and expenses, in any sale of any DIP Collateral or Prepetition Collateral, as applicable, whether such sale is effectuated through sections 363 or 1129 of the Bankruptcy Code, by a Chapter 7 trustee under section 725 of the Bankruptcy Code, or otherwise.

28. Credit Bidding. In connection with any sale process authorized by the Court, (a) the DIP Secured Parties, and (b) subject to the rights preserved in paragraph 50, the Prepetition ABL Parties and Prepetition Term Loan Parties (or any such party's designee) may credit bid, consistent with the applicable DIP Documents and/or Prepetition Documents, some or all of their claims for their respective priority collateral (each a "Credit Bid") to the extent permitted by section 363(k) of the Bankruptcy Code, subject in each case to the rights, duties, and limitations, as applicable, of the parties under the Intercreditor Agreement and the Prepetition

Documents, and to the provision of consideration sufficient to pay in full in cash any senior liens on the collateral that is subject to the Credit Bid. Each of the DIP Secured Parties, Prepetition ABL Parties, and Prepetition Term Loan Parties (or any such party's designee) shall each be considered a "Qualified Bidder" with respect to its respective rights to acquire all or any of the assets by Credit Bid.

29. Proceeds of Subsequent Financing. If the Debtors, any trustee, any examiner with expanded powers, or any responsible officer subsequently appointed in these Cases or any Successor Cases, shall obtain credit or incur debt pursuant to sections 364(b), 364(c), or 364(d) of the Bankruptcy Code or in violation of the DIP Documents at any time prior to the DIP Obligations and Prepetition ABL Obligations being Paid in Full, and the termination of the DIP Secured Parties' obligation to extend credit under the DIP ABL Facility, including subsequent to the confirmation of any plan with respect to any or all of the Debtors and the Debtors' estates, and such facilities are secured by any DIP Collateral, then all the cash proceeds derived from such credit or debt shall immediately be turned over to the DIP Agent to be applied in accordance with this Interim Order and the DIP Documents.

30. Cash Collection. From and after the date of the entry of this Interim Order, all collections and proceeds of any DIP Primary Collateral or Prepetition ABL Priority Collateral and all Cash Collateral that does not constitute DIP Secondary Collateral (and except as otherwise set forth in the DIP ABL Credit Agreement) that shall at any time come into the possession, custody, or control of any Debtor, or to which any Debtor is now or shall become entitled at any time, shall, to the extent required by the DIP Documents, be promptly deposited in the same lock-box and/or deposit accounts into which the collections and proceeds of the Prepetition ABL Priority Collateral were deposited under the Prepetition Documents (or in such other accounts as

are designated by the DIP Agent from time to time) (collectively, the “Cash Collection Accounts”), which accounts (except as otherwise set forth in the DIP ABL Credit Agreement) shall be subject to the sole dominion and control of the DIP Agent in accordance with the DIP ABL Credit Agreement (and, for the avoidance of doubt, the DIP Agent shall be authorized to issue notices of exclusive control or similar notices under existing control agreements). All proceeds and other amounts in the Cash Collection Accounts shall be remitted to the DIP Agent for application in accordance with the DIP Documents and this Interim Order. Unless otherwise agreed to in writing by the DIP Agent or otherwise provided for herein, or otherwise ordered by the Court, the Debtors shall maintain no accounts except those identified in any cash management order entered by the Court (a “Cash Management Order”). The Debtors and the financial institutions where the Debtors’ Cash Collection Accounts are maintained (including those accounts identified in any Cash Management Order), are authorized and directed to remit, without offset or deduction, funds in such Cash Collection Accounts upon receipt of any direction to that effect from the DIP Agent. For the avoidance of doubt, Term Loan Segregated Cash shall only be released and deposited into the Cash Collection Accounts in accordance with the Term Loan Segregated Cash Release Schedule.

31. Maintenance of DIP Collateral. Until all DIP Obligations and all Prepetition ABL Obligations are Paid in Full, and the DIP Secured Parties’ obligation to extend credit under the DIP ABL Facility has terminated, the Debtors shall: (a) insure the DIP Collateral as required under the DIP ABL Facility; and (b) maintain the cash management system in effect as of the Petition Date, as modified by any Cash Management Order that has first been agreed to by the DIP Agent or as otherwise required by the DIP Documents or this Interim Order unless such cash management system is modified with the consent of the DIP Agent and the Prepetition Term

Loan Agent (such consents not to be unreasonably withheld) or modified as a result of entry of any order by the Court.

32. Disposition of DIP Collateral. The Debtors shall not sell, transfer, lease, encumber, or otherwise dispose of any portion of the DIP Collateral, Prepetition ABL Priority Collateral or Prepetition Term Priority Collateral other than in the ordinary course of business, without (subject to the Intercreditor Agreement) the prior written consent of the DIP Agent, Prepetition ABL Agent or (solely with respect to the DIP Secondary Collateral, including the Term Loan Segregated Cash) the Prepetition Term Loan Agent, as the case may be (and no such consent shall be implied, from any other action, inaction or acquiescence by the DIP Secured Parties, the Prepetition ABL Parties, the Prepetition Term Loan Parties, or from any order of this Court), except as otherwise provided for in the DIP Documents (subject to the Intercreditor Agreement), or otherwise ordered by the Court.

33. DIP Maturity Date. On the DIP Maturity Date: (a) all DIP Obligations shall be immediately due and payable, all commitments to extend credit under the DIP ABL Facility will terminate, other than as may be required in paragraph 47 with respect to the Carve Out, all treasury and cash management, hedging obligations and bank product obligations constituting Obligations (as defined in the DIP ABL Credit Agreement) shall be cash collateralized, and all letters of credit and bankers' acceptances outstanding shall be cash collateralized in an amount equal to 103% of the face amount thereof, and such cash collateral shall not be subject to or subordinate to the Carve Out; (b) all authority to use DIP Primary Collateral shall cease, *provided, however,* that upon the DIP Maturity Date, the Carve Out shall be funded and available to satisfy then-due Allowed Professional Fees (as defined in paragraph 47 of this Interim Order) and (c) upon the expiration of the DIP Remedies Notice Period, the DIP Agent shall be entitled to

otherwise exercise rights and remedies under the DIP Documents in accordance with this Interim Order (including paragraph 35). For the purposes of this Interim Order, the “DIP Maturity Date” shall mean the date that is the earliest of (i) six (6) months after the Effective Date, (ii) the date of the substantial consummation (as defined in Section 1101(2) of the Bankruptcy Code) of an Acceptable Plan, (iii) the date the Court converts any of the Cases to a Chapter 7 case, (iv) the date the Court dismisses any of the Cases, and (v) the date on which the Loan Parties consummate a sale of all or substantially all of the assets of the Loan Parties pursuant to section 363 of the Bankruptcy Code or otherwise,.

34. DIP Events of Default. The occurrence of any of the following events, unless waived by the DIP Agent in advance, in writing, and in accordance with the terms of the DIP ABL Credit Agreement, shall constitute an event of default (collectively, the “DIP Events of Default”): (a) the failure of the Debtors to perform, in any respect, any of the terms, provisions, conditions, covenants, or obligations under this Interim Order or any orders of the Canadian Court; (b) the occurrence of a “DIP Event of Default” or “Cash Collateral Termination Event” under this Interim Order or an “Event of Default” under the DIP ABL Credit Agreement; or (c) the failure of the Debtors to comply with the Required Milestones attached hereto as **Exhibit 4**.

35. Rights and Remedies Upon DIP Event of Default. Immediately upon the occurrence and during the continuation of a DIP Event of Default, notwithstanding the provisions of section 362 of the Bankruptcy Code, without any application, motion, or notice to, hearing before, or order from the Court, but subject to the terms of this Interim Order (and the DIP Remedies Notice Period), the DIP Agent may declare (any such declaration shall, upon delivery by electronic mail (or other electronic means) to counsel to the Debtors, counsel to the Committee (if appointed), the Term Loan Advisors, and the U.S. Trustee, be referred to herein as a “DIP

Termination Declaration”) (a) all DIP Obligations owing under the DIP Documents to be immediately due and payable, (b) the termination, reduction, or restriction of any further commitment to extend credit to the Debtors to the extent any such commitment remains under the DIP ABL Facility, (c) the termination of the DIP ABL Facility and the DIP Documents as to any future liability or obligation of the DIP Secured Parties, but without affecting any of the DIP Liens or the DIP Obligations, (d) a termination, reduction, or restriction on the ability of the Debtors to use Cash Collateral (other than Prepetition Term Priority Collateral), (e) solely in the event that the Debtors fail to meet a Sale Milestone (defined in Exhibit 4), the occurrence of the “Agreed Sale Process” (as defined below) and (f) the delivery of the Carve Out Trigger Notice (as defined herein) to the Debtors (as applicable) has occurred, (the date which is the earliest to occur of the Maturity Date and any date a DIP Termination Declaration or Carve Out Trigger Notice is delivered to the Debtors in accordance with this Interim Order shall be referred to herein as the “DIP Termination Date”); *provided* that prior to the exercise of any right set forth in clauses (a)-(e), the DIP Agent shall be required to file a motion with the Court using a CM/ECF emergency code seeking emergency relief from the automatic stay (the “Stay Relief Motion”) on at least five (5) business days’ written notice to counsel to the Debtors, counsel to the Prepetition Agents, the Term Loan Advisors, counsel to a Committee (if appointed), and the U.S. Trustee (the “DIP Remedies Notice Parties”) of the DIP Agent’s intent to exercise its rights and remedies (the “DIP Remedies Notice Period”) and, during the DIP Remedies Notice Period, the Debtors, the Prepetition Term Loan Parties, and/or the Committee may file an emergency motion before the Court (the “Emergency Motion”); *provided*, that the burden shall be on any party opposing the exercise of such remedies and/or the Stay Relief Motion, and the DIP Secured Parties shall not be

required to satisfy the applicable standard for relief from the automatic stay.

36. In the event that an Emergency Motion is not filed within the DIP Remedies Notice Period, or in the event that the Court denies such Emergency Motion(s), then the DIP Termination Date shall be deemed to have occurred for all purposes and the automatic stay will automatically be modified such that: (a) the DIP Secured Parties shall be entitled to exercise their rights and remedies in accordance with the DIP Documents and this Interim Order to satisfy the DIP Obligations, DIP Superpriority Claim, and DIP Liens, subject to the Carve Out (to the extent applicable), including, for the avoidance of doubt, declaring the occurrence of an Agreed Sale Process (as defined herein, and solely in the event that the Debtors fail to meet a Sale Milestone), and (b) the Prepetition ABL Parties shall be entitled to exercise their rights and remedies in accordance with the Prepetition ABL Documents and this Interim Order to satisfy the Prepetition ABL Obligations, Prepetition ABL Superpriority Claims, and Prepetition ABL Adequate Protection Liens, subject to the Carve Out (to the extent applicable). Notwithstanding anything to the contrary herein, the DIP Secured Parties and the Prepetition ABL Agent can only enter upon a leased premises following the issuance of a DIP Termination Declaration (i) as may be ordered by this Court upon motion and notice to the applicable landlord with an opportunity to respond that is reasonable under the circumstances; (ii) with the written consent of the applicable landlord; or (iii) pursuant to rights the DIP Secured Parties and Prepetition ABL Agent have under applicable non-bankruptcy law. Subject to the terms and conditions of this Interim Order, and in accordance with the Budget, the Debtors are authorized to use Cash Collateral (other than Prepetition Term Priority Collateral) until the DIP Termination Date; *provided, however*, that during the DIP Remedies Notice Period, the Debtors may use Cash Collateral (other than Prepetition Term

Priority Collateral) solely in accordance with the terms and provisions of the Budget.

37. In the event that the DIP Agent declares the occurrence of an Agreed Sale Process (which, for the avoidance of doubt, can occur solely in the event that the Debtors fail to meet a Sale Milestone), the Debtors shall commence a process for a full-chain liquidation (the “Agreed Sale Process”) and (1) following the filing of a motion on an expedited basis, and subject to the availability of the Court, obtain, within three business days after the DIP Remedies Notice Period, entry of an order from the Court, in form and substance approved by the DIP Agent, approving sale procedures with respect to a full-chain liquidation (which, at the Debtors’ option, may include designation of a stalking horse bid, subject to approval of the Court), (2) within seven business days after the DIP Remedies Notice Period, complete an auction for the full-chain liquidation and declare a “successful bidder” for the liquidation on terms and conditions consented to by the DIP Agent, and (3) following the filing of a motion on an expedited basis, and subject to the availability of the Court, obtain, within nine business days after the DIP Remedies Notice Period, entry of an order of the Court, in form and substance approved by the DIP Agent, approving the store liquidation and commence a full-chain liquidation pursuant to the approved liquidation agreement, the applicable Court sale order and a wind-down budget approved by the Court, reflecting those costs and expenses necessary to consummate an Agreed Sale Process in accordance with applicable law.

38. Cash Collateral Termination Events. Subject to paragraph 39 herein, the Debtors’ right to use the Cash Collateral (other than DIP Primary Collateral) pursuant to this Interim Order shall terminate without further notice or court proceeding on the date of the occurrence of and continuance of any of the events set forth in **Exhibit 3** attached hereto (each a “Cash Collateral Termination Event,” and the date on which such Cash Collateral Termination

Event occurs, the “Cash Collateral Termination Date”), unless waived in writing by the Requisite Prepetition Term Loan Lenders.

39. Remedies Upon a Cash Collateral Termination Event. Upon the occurrence or continuation of a Cash Collateral Termination Event, unless such Cash Collateral Termination Event has been waived in writing by the Prepetition Agents, the Prepetition Term Loan Agent may, and any automatic stay (whether arising under section 362 of the Bankruptcy Code or otherwise) is hereby modified, without further notice to, hearing of, or order from this Court, to the extent necessary to permit the Prepetition Term Loan Agent to, upon the delivery of written notice (which may include electronic mail) (the “Cash Collateral Termination Notice”) to the counsel to the Debtors, counsel to the DIP Agent, counsel to any Committee (if appointed), and the U.S. Trustee (the “Cash Collateral Remedies Notice Parties”): (i) terminate and/or revoke the Debtors’ right under this Interim Order to use any Prepetition Term Priority Collateral (including any remaining Term Loan Segregated Cash); (ii) take any act to create, validate, evidence, attach, or perfect any lien, security interest, right, or claim in the Prepetition Term Priority Collateral (including any remaining Term Loan Segregated Cash); and (iii) to take any action and exercise all rights and remedies provided to it by this Interim Order; provided that prior to the Prepetition Term Loan Agent’s exercise of any right in clauses (i)-(iii) of this paragraph, the Prepetition Term Loan Agent shall be required to file a Stay Relief Motion on at least five (5) business days’ prior written notice to the Cash Collateral Remedies Notice Parties of the Prepetition Term Loan Agent’s intent to exercise its rights and remedies (the “Cash Collateral Remedies Notice Period”) and, during the Cash Collateral Remedies Notice Period, the Debtors and the Committee may file an Emergency Motion; *provided*, that the burden shall be on any party opposing the exercise of such remedies and/or the Stay Relief Motion, and the Prepetition Term Loan Parties shall not be

required to satisfy the applicable standard for relief from the automatic stay.

40. In the event that an Emergency Motion is not filed within the Cash Collateral Remedies Notice Period, or in the event that the Court denies such Emergency Motion(s), then the Cash Collateral Termination Date shall be deemed to have occurred for all purposes and the automatic stay as to the Prepetition Term Loan Parties will automatically be modified such that the Debtors' right to use Cash Collateral (other than DIP Primary Collateral) pursuant to this Interim Order shall terminate, and the Prepetition Term Loan Parties shall be permitted to exercise any right set forth in clauses (i)-(iii) of paragraph 39.

41. Notwithstanding anything to the contrary herein, the Prepetition Term Loan Agent can only enter upon a leased premises following the occurrence of a Cash Collateral Termination Event (i) as may be ordered by this Court upon motion and notice to the applicable landlord with an opportunity to respond that is reasonable under the circumstances; (ii) with the written consent of the applicable landlord; or (iii) pursuant to rights the Prepetition Term Loan Agent has under applicable non-bankruptcy law. Subject to the terms and conditions of this Interim Order, and in accordance with the Budget, the Debtors are authorized to use Prepetition Term Priority Collateral until the Cash Collateral Termination Date; *provided, however*, that during the Cash Collateral Remedies Notice Period, the Debtors may use Prepetition Term Priority Collateral solely in accordance with the terms and provisions of the Budget.

42. Good Faith Under Section 364(e) of the Bankruptcy Code; No Modification or Stay of this Interim Order. The DIP Secured Parties and Prepetition ABL Parties have acted at arms' length in good faith in connection with this Interim Order and are entitled to, and may rely upon, the protections granted herein and by section 364(e) of the Bankruptcy Code.

43. DIP Fees, and Other Expenses. The Debtors are authorized and directed to

pay all reasonable and documented prepetition and postpetition fees and out of pocket expenses of the DIP Agent in connection with the DIP ABL Facility, whether or not the transactions contemplated hereby are consummated, including reasonable and documented attorneys' fees, monitoring and appraisal fees, financial advisory fees, fees and expenses of other consultants, and indemnification and reimbursement of reasonable and documented fees and expenses of (1) Morgan, Lewis & Bockius LLP, (2) McMillan LLP, (3) Berkeley Research Group, LLC and (4) Winstead PC (the "DIP Advisors," and together with the ABL Advisors, the "Lender Advisors"), subject to the review procedures set forth in this paragraph 43. Subject to the review procedures set forth in this paragraph 43, payment of all reasonable and documented invoiced out-of-pocket fees and expenses provided for herein as adequate protection shall not be required to comply with the U.S. Trustee guidelines or file fee applications with the Court with respect to any fees or expenses payable herein, may be in summary form only (and shall not be required to contain time entries and which may be redacted or modified to the extent necessary to delete any information subject to the attorney-client privilege, any information constituting attorney work product, or any other confidential information, and the provision of such invoices shall not constitute any waiver of the attorney-client privilege or of any benefits of the attorney work product doctrine), and shall be provided to counsel to the Debtors, any statutory committee, and the U.S. Trustee (the "Fee Notice Parties"). If no objection to payment of the requested fees and expenses is made in writing by any of the Fee Notice Parties within ten business days after delivery of such invoices (the "Fee Objection Period"), then, without further order of, or application to, the Court or notice to any other party, such fees and expenses shall be promptly paid by the Debtors and, in any case, within ten business days. If an objection is made by any of the Fee Notice Parties within the Fee Objection Period to payment of the requested fees and expenses, then only the

disputed portion of such fees and expenses shall not be paid until the objection is resolved by the applicable parties in good faith or by order of the Court, and the undisputed portion shall be promptly paid by the Debtors. Payments of any amounts set forth in this paragraph 43 shall not be subject to recharacterization, subordination, or disgorgement, unless expressly provided herein.

44. Indemnification. The Debtors shall indemnify and hold harmless the DIP Secured Parties in accordance with the terms and conditions of the DIP ABL Credit Agreement. Upon the earlier of the (a) payment in full in cash of the DIP Obligations or (b) conclusion of the Remedies Notice Period, the Debtors shall pay \$500,000.00 from proceeds of the DIP Primary Collateral into an indemnity account (the “DIP Indemnity Account”) subject to first priority liens of the DIP Agent, for the benefit of the DIP Secured Parties. The DIP Indemnity Account shall be released and the funds applied in accordance with paragraph 26 of this Interim Order upon the DIP Obligations being Paid in Full.

45. Proofs of Claim. Notwithstanding any order entered by this Court in relation to the establishment of a bar date in any of the Cases or any Successor Cases to the contrary, the DIP Secured Parties, the Prepetition ABL Parties, and the Prepetition Term Loan Parties will not be required to file proofs of claim in any of the Cases or Successor Cases for any claims arising under the DIP Documents, the Prepetition ABL Documents, or the Prepetition Term Loan Documents. The Debtors’ stipulations, admissions, and acknowledgments and the provisions of this Interim Order shall be deemed to constitute a timely filed proof of claim for the DIP Secured Parties, the Prepetition ABL Parties, and the Prepetition Term Loan Parties with regard to all claims arising under the DIP Documents, the Prepetition ABL Documents, or the Prepetition Term Loan Documents, as the case may be. Notwithstanding the foregoing, the Prepetition ABL Agent on behalf of itself and the Prepetition ABL Parties, and the Prepetition

Term Loan Agent on behalf of itself and the Prepetition Term Loan Parties, are hereby authorized and entitled, in their sole discretion, but not required, to file (and amend and/or supplement, as it sees fit) a proof of claim and/or aggregate or master proofs of claim in each of the Cases or Successor Cases for any claim described herein (with any such aggregate or master proof of claim filed in any of the Cases deemed to be filed in all Cases of each of the Debtors and asserted against all of the applicable Debtors). Any proof of claim filed by the Prepetition ABL Agent or the Prepetition Term Loan Agent shall be deemed to be in addition to and not in lieu of any other proof of claim that may be filed by any of the Prepetition ABL Parties or Prepetition Term Loan Parties. Any order entered by the Court in relation to the establishment of a bar date in any of the Cases or Successor Cases shall not apply to any claim of the DIP Secured Parties, the Prepetition ABL Parties, or the Prepetition Term Loan Parties. The provisions set forth in this paragraph are intended solely for the purpose of administrative convenience and shall not affect the substantive rights of any party-in-interest or their respective successors-in-interest.

46. Rights of Access and Information. Without limiting the rights of access and information afforded the DIP Secured Parties (under the DIP Documents) or the Prepetition Term Loan Parties (under the Prepetition Term Loan Documents), the Debtors shall be, and hereby are, required to afford representatives, agents and/or employees of the DIP Agent (and so long as a DIP Event of Default has occurred and is continuing, each DIP Lender) and representatives, agents, and/or employees of the Prepetition Term Loan Agent reasonable access to the Debtors' premises and their books and records in accordance with the DIP Documents and Prepetition Documents, as applicable, and shall reasonably cooperate, consult with, and provide to such persons all such information as may be reasonably requested. In addition, the Debtors authorize their independent certified public accountants, financial advisors, investment bankers and consultants to provide to

the DIP Agent (and so long as a DIP Event of Default has occurred and is continuing, each DIP Lender) and Prepetition Term Loan Agent (subject to the Prepetition Term Loan Documents) all such information as may be reasonably requested with respect to the business, results of operations and financial condition of any of the Debtors.

47. Carve Out.

(a) Carve Out. As used in this Interim Order, the “Carve Out” means the sum of (i) all fees required to be paid to the Clerk of the Court and to the Office of the United States Trustee under section 1930(a) of title 28 of the United States Code plus interest at the statutory rate (without regard to the notice set forth in (iii) below); (ii) all reasonable fees and expenses up to \$50,000 incurred by a trustee under section 726(b) of the Bankruptcy Code (without regard to the notice set forth in (iii) below); (iii) to the extent allowed at any time, whether by interim order, procedural order, or otherwise, all unpaid fees and expenses, other than any restructuring, sale, success, or other transaction fee of any investment bankers or financial advisors of the Debtors or any committee¹⁴ (the “Allowed Professional Fees”) incurred by persons or firms retained by the Debtors pursuant to section 327, 328, or 363 of the Bankruptcy Code (the “Debtor Professionals”) and the Creditors’ Committee (if appointed) pursuant to section 328 or 1103 of the Bankruptcy Code (the “Committee Professionals” and, together with the Debtor Professionals, the “Professional Persons”) at any time before or on the first business day following delivery by the DIP ABL Agent or the Prepetition Term Loan Agent of a Carve Out Trigger Notice (as defined below), whether allowed by the Court prior to or after delivery of a Carve Out Trigger Notice; and

¹⁴ Any fee due and payable upon consummation of a transaction shall be payable solely from the proceeds received by the Debtors resulting from such transaction, and provided that the terms and amount of any such fees shall have been disclosed to the DIP Agent in writing reasonably promptly after the same are agreed to by the Debtors, such fees shall be paid free and clear of the liens of the DIP Agents and the DIP Lenders.

(iv) Allowed Professional Fees of Professional Persons in an aggregate amount not to exceed \$2,000,000.00 incurred after the first business day following delivery by the DIP ABL Agent or Prepetition Term Loan Agent of the Carve Out Trigger Notice, to the extent allowed at any time, whether by interim order, procedural order, or otherwise (the amounts set forth in this clause (iv) being the “Post-Carve Out Trigger Notice Cap”).¹⁵ For purposes of the foregoing, “Carve Out Trigger Notice” shall mean a written notice delivered by email (or other electronic means) by the DIP Agent or Prepetition Term Loan Agent to the Debtors, their lead restructuring counsel, counsel to the DIP Agent or Prepetition Term Loan Agent (whichever entity is not delivering the Carve Out Trigger Notice), the U.S. Trustee, and counsel to a Committee (if appointed), which notice may be delivered following the occurrence and during the continuation of a DIP Event of Default and acceleration of the DIP Obligations under the DIP Facility or during the continuation of a Cash Collateral Termination Event and upon termination of the Debtors’ right to use Cash Collateral by the Prepetition ABL Agent (with respect to DIP Primary Collateral) and the Prepetition Term Loan Agent (with respect to DIP Secondary Collateral), stating that the Post-Carve Out Trigger Notice Cap has been invoked.

(b) Fee Estimates. Not later than 7:00 p.m. New York time on the third business day of each week starting with the first full calendar week following the Petition Date, each Professional Person shall deliver to the Debtors a statement setting forth a good-faith estimate of the amount of fees and expenses (collectively, “Estimated Fees and Expenses”) incurred during the preceding week by such Professional Person (through Saturday of such week, the “Calculation

¹⁵ Notwithstanding the foregoing, up to \$500,000 of the Post-Carve Out Trigger Notice Cap may be used to pay Allowed Professional Fees of Professional Persons incurred prior to the delivery of a Carve Out Trigger Notice to the extent such Allowed Professional Fees exceed the ABL Professional Fee Carve Out Cap (as defined below).

Date”), along with a good-faith estimate of the cumulative total amount of unreimbursed fees and expenses incurred through the applicable Calculation Date and a statement of the amount of such fees and expenses that have been paid to date by the Debtors (each such statement, a “Weekly Statement”); *provided, that* within one business day of the occurrence of the Termination Declaration Date (as defined below), each Professional Person shall deliver one additional statement (the “Final Statement”) setting forth a good-faith estimate of the amount of fees and expenses incurred during the period commencing on the calendar day after the most recent Calculation Date for which a Weekly Statement has been delivered and concluding on the Termination Declaration Date (and the Debtors shall cause such Weekly Statement and Final Statement to be delivered on the same day received to the DIP ABL Agent and Prepetition Term Loan Agent). If any Professional Person fails to deliver a Weekly Statement within three calendar days after such Weekly Statement is due, such Professional Person’s entitlement (if any) to any funds in the Carve Out Reserves (as defined below) with respect to the aggregate unpaid amount of Allowed Professional Fees for the applicable period(s) for which such Professional Person failed to deliver a Weekly Statement covering such period shall be limited to the aggregate unpaid amount of Allowed Professional Fees included in the Budget for such period for such Professional Person; *provided, that* such Professional Person shall be entitled to be paid any unpaid amount of Allowed Professional Fees in excess of Allowed Professional Fees included in the Budget for such period for such Professional Person from a reserve to be funded by the Debtors from all cash on hand as of such date and any available cash thereafter held by any Debtor pursuant to paragraph 47(c) below, to the extent of any such funds held therein. Solely as it relates to the DIP Secured Parties and the Prepetition ABL Parties, any deemed draw and borrowing pursuant to paragraph 47(c)(i)(x) for amounts under paragraph 47(a)(iii) above shall be limited to the greater

of (x) the sum of (I) the aggregate unpaid amount of Estimated Fees and Expenses included in such Weekly Statements timely received by the Debtors prior to the Termination Declaration Date *plus*, without duplication, (II) the lesser of (1) the aggregate unpaid amount of Estimated Fees and Expenses included in the Final Statements timely received by the Debtors pertaining to the period through and including the Termination Declaration Date and (2) the Budgeted Cushion Amount (as defined below), and (y) the aggregate unpaid amount of Allowed Professional Fees included in the Budget for the period prior to the Termination Declaration Date (such amount, the “ABL Professional Fee Carve Out Cap”). For the avoidance of doubt, the DIP Agent shall be entitled to maintain at all times a reserve (the “Carve-Out Reserve”) in an amount (the “Carve-Out Reserve Amount”) equal to the sum of (i) the greater of (x) the aggregate unpaid amount of Estimated Fees and Expenses included in all Weekly Statements timely received by the Debtors, and (y) the aggregate amount of Allowed Professional Fees contemplated to be unpaid in the Budget at the applicable time, *plus* (ii) the Post-Carve Out Trigger Notice Cap, *plus* (iii) the amounts contemplated under paragraph 47(a)(i) and 47(a)(ii) above, *plus* (iv) an amount equal to the amount of Allowed Professional Fees set forth in the Budget for the then current week occurring after the most recent Calculation Date and the two weeks succeeding such current week (such amount set forth in (iv), regardless of whether such reserve is maintained, the “Budgeted Cushion Amount”). In addition, the DIP Agent shall be entitled to maintain a reserve in the amount of a reasonable estimate of other amounts that may be included in the Carve Out or that are or may be payable from any proceeds of a transaction (as described in the footnote set forth above), including amounts which are or may become payable to any investment bankers or financial advisors of the Debtors or the Committee. Not later than 7:00 p.m. New York time on the fourth business day of each week starting with the first full calendar week following the Petition Date, the Debtors shall deliver

to the DIP Agent a report setting forth the Carve-Out Reserve Amount as of such time, and, in setting the Carve-Out Reserve, the DIP Agent shall be entitled to rely upon such reports in accordance with the DIP ABL Credit Agreement. Prior to the delivery of the first report setting forth the Carve-Out Reserve Amount, the DIP Agent shall calculate the Carve-Out Reserve Amount by reference to the Budget for subsection (i) of the Carve-Out Reserve Amount.

(c) Carve Out Reserves. On the day on which a Carve Out Trigger Notice is given by either the DIP Agent or Prepetition Term Loan Agent to the Debtors with a copy to counsel to the Committee (the “Termination Declaration Date”), the Carve Out Trigger Notice (i) shall be deemed a draw request and notice of borrowing by the Debtors for DIP ABL Loans under the DIP ABL Credit Agreement in an amount equal to the sum of (x) the amounts set forth in paragraphs 47(a)(i) and 47(a)(ii) above, and (y) the then unpaid amounts of the Allowed Professional Fees up to the ABL Professional Fee Carve Out Cap (any such amounts actually advanced shall constitute DIP ABL Loans) and (ii) shall also constitute a demand to the Debtors, and authorization for the Debtors, to utilize all cash on hand as of such date and any available cash thereafter held by any Debtor to fund a reserve in an amount equal to the sum of the amounts set forth in paragraphs 47(a)(i) and 47(a)(ii), and then unpaid amounts of the Allowed Professional Fees (which cash amounts shall reduce, on a dollar for dollar basis, the draw requests and applicable DIP ABL Loans pursuant to the forgoing clause (i) of this paragraph (c)). The Debtors shall deposit and hold such amounts in a segregated account at the DIP Agent in trust in respect of amounts funded by the DIP Lenders and, if applicable, the cash on hand exclusively to pay such unpaid Allowed Professional Fees (each, a “Pre-Carve Out Trigger Notice Reserve”) prior to any and all other claims. On the Termination Declaration Date, the Carve Out Trigger Notice (i) shall also be deemed a request by the Debtors for DIP ABL Loans under the DIP ABL Credit Agreement

in an amount equal to the Post-Carve Out Trigger Notice Cap (any such amounts actually advanced shall constitute DIP ABL Loans), and (ii) shall also constitute a demand to the Debtors to utilize all cash on hand as of such date and any available cash thereafter held by any Debtor, after funding the Pre-Carve Out Trigger Notice Reserve, to fund a reserve in an amount equal to the Post-Carve Out Trigger Notice Cap (which cash amounts shall reduce, on a dollar for dollar basis, the draw requests and applicable DIP ABL Loans pursuant to the foregoing clause (i) of this sentence of this paragraph (c)). The Debtors shall deposit and hold such amounts in a segregated account at the DIP Agent in trust in respect of amounts funded by the DIP Lenders and, if applicable, cash on hand exclusively to pay such Allowed Professional Fees benefiting from the Post-Carve Out Trigger Notice Cap (each, a “Post-Carve Out Trigger Notice Reserve” and, together with the Pre-Carve Out Trigger Notice Reserve(s), the “Carve Out Reserves”) prior to any and all other claims. On the first business day following the Termination Declaration Date and the deemed requests for the making of DIP ABL Loans as provided in this paragraph (c), notwithstanding anything in the DIP ABL Credit Agreement to the contrary, including with respect to (1) the existence of a Default (as defined in the DIP ABL Credit Agreement) or Event of Default, (2) the failure of the Debtors to satisfy any or all of the conditions precedent for the making of any DIP ABL Loan under the DIP ABL Credit Agreement, (3) any termination of the Commitments (as defined in the DIP ABL Credit Agreement) following an Event of Default, or (4) the occurrence of a DIP Termination Date, each DIP Lender with an outstanding Commitment shall make available to the DIP Agent, such DIP Lender’s *pro rata* share of such DIP ABL Loans.

(d) Application of Carve Out Reserves.

(i) All funds in the Pre-Carve Out Trigger Notice Reserve shall be used first to pay the obligations set forth in subparagraphs (a)(i) through (a)(iii) of the definition

of Carve Out set forth above (the “Pre-Carve Out Amounts”), but not, for the avoidance of doubt, the Post-Carve Out Trigger Notice Cap, until paid in full. If after payment in full of the Pre-Carve Out Amounts, the Pre-Carve Out Trigger Notice Reserve has not been reduced to zero, subject to clause (iii) below, all remaining funds in the account funded by (x) the DIP Lenders and/or from proceeds of DIP Primary Collateral shall be distributed (A) *first*, to the DIP Agent on account of the DIP Obligations until such obligations have been Paid in Full, (B) *second*, to the Prepetition ABL Agent on account of the Obligations (as defined in the Prepetition ABL Agreement) until such obligations have been Paid in Full, and (C) *third*, to the Prepetition Term Loan Agent on account of the Secured Obligations (as defined in the Prepetition Term Loan Agreement) until such obligations have been Paid in Full; and (y) the proceeds of DIP Secondary Collateral shall be distributed (A) *first*, to the Prepetition Term Loan Agent which shall apply such funds to the Secured Obligations (as defined in the Prepetition Term Loan Agreement) in accordance with the Prepetition Term Loan Agreement until such obligations have been Paid in Full, (B) *second*, to the DIP Agent on account of the DIP Obligations until such obligations have been Paid in Full, and (C) *third*, to the Prepetition ABL Agent on account of the Obligations (as defined in the Prepetition ABL Agreement) until such obligations have been Paid in Full.

(ii) All funds in the Post-Carve Out Trigger Notice Reserve (other than up to \$500,000, which may be used to pay Pre-Carve-Out Amounts to the extent they exceed the ABL Professional Fee Carve-Out Cap) shall be used first to pay the obligations set forth in clause (iv) of the definition of Carve Out set forth in paragraph 47(a) above (the “Post-Carve Out Amounts”). If, after such application, the Post-Carve Out Trigger Notice Reserve has not been reduced to zero, subject to clause (iii) below, all remaining funds in the account funded by (x) the DIP Lenders and/or from proceeds of DIP Primary Collateral shall be distributed (A)

first, to the DIP Agent on account of the DIP Obligations until such obligations have been Paid in Full, (B) *second*, to the Prepetition ABL Agent on account of the Obligations (as defined in the Prepetition ABL Agreement) until such obligations have been Paid in Full, and (C) *third*, to the Prepetition Term Loan Agent on account of the Secured Obligations (as defined in the Prepetition Term Loan Agreement) until such obligations have been Paid in Full; and (y) the proceeds of DIP Secondary Collateral shall be distributed (A) *first*, to the Prepetition Term Loan Agent which shall apply such funds to the Secured Obligations (as defined in the Prepetition Term Loan Agreement) in accordance with the Prepetition Term Loan Agreement until such obligations have been Paid in Full, (B) *second*, to the DIP Agent on account of the DIP Obligations until such obligations have been Paid in Full, and (C) *third*, to the Prepetition ABL Agent on account of the Obligations (as defined in the Prepetition ABL Agreement) until such obligations have been Paid in Full.

(iii) Notwithstanding anything to the contrary in the DIP Documents or this Interim Order, if either of the Carve Out Reserves is not funded in full in the amounts set forth in this paragraph 47, then, any excess funds in one of the Carve Out Reserves following the payment of the Pre-Carve Out Amounts and Post-Carve Out Amounts, respectively, shall be used to fund the other Carve Out Reserve to the extent of any shortfall in funding prior to making any payments to the DIP Agent or the Prepetition Term Loan Lenders, as applicable.

(iv) Notwithstanding anything to the contrary in the DIP Documents or this Interim Order, following delivery of a Carve Out Trigger Notice, the DIP Agent and the Prepetition Term Loan Agent shall not sweep or foreclose on cash (including cash received as a result of the sale or other disposition of any assets) of the Debtors until the Carve Out Reserves have been fully funded, but shall have a security interest in any residual interest in the Carve Out

Reserves, with any excess paid as provided in subparagraphs (i), (ii), and (iii) above of this paragraph 47(d).

(v) Notwithstanding anything to the contrary in this Interim Order, (A) the failure of the Carve Out Reserves to satisfy in full the Allowed Professional Fees shall not affect the priority of the Carve Out with respect to any shortfall (as described below), and (B) subject to the limitations with respect to the DIP Secured Parties and the Prepetition ABL Parties set forth in paragraph 47(b) above with respect to the ABL Professional Fee Carve Out Cap, in no way shall any Budget, Carve Out, Post-Carve Out Trigger Notice Cap or Carve Out Reserves be construed as a cap or limitation on the amount of the Allowed Professional Fees due and payable by the Debtors. For the avoidance of doubt and notwithstanding anything to the contrary in this Interim Order, or in the DIP ABL Facility, or in any Prepetition Secured Facilities, the Carve Out shall be senior to all liens and claims securing the DIP ABL Facility, the Adequate Protection Liens, and the Adequate Protection Superpriority Claims, and any and all other forms of adequate protection, liens, or claims securing the DIP Obligations or the obligations under the Prepetition Loan Documents.

(e) No Direct Obligation To Pay Allowed Professional Fees. None of the DIP Secured Parties and the Prepetition Secured Parties shall be responsible for the payment or reimbursement of any fees or disbursements of any Professional Person incurred in connection with the Chapter 11 Cases or any Successor Cases under any chapter of the Bankruptcy Code. Nothing in this Interim Order or otherwise shall be construed to obligate the DIP Secured Parties or Prepetition Secured Parties in any way, to pay compensation to, or to reimburse expenses of, any Professional Person or to guarantee that the Debtors have sufficient funds to pay such

compensation or reimbursement.

(f) Payment of Allowed Professional Fees Prior to the Termination Declaration Date. Any payment or reimbursement made prior to the occurrence of the Termination Declaration Date in respect of any Allowed Professional Fees shall not reduce the Carve Out.

(g) Payment of Carve Out On or After the Termination Declaration Date. Following the delivery of the Carve Out Trigger Notice, all Allowed Professional Fees shall be paid from the applicable Carve Out Reserve, and no Professional Person shall seek payment of any Allowed Professional Fees from any other source until the applicable Carve Out Reserve has been exhausted. Any payment or reimbursement made on or after the occurrence of the Termination Declaration Date in respect of any Allowed Professional Fees shall permanently reduce the Carve Out on a dollar-for-dollar basis. Any funding of the Carve Out shall be added to, and made a part of, the DIP Obligations secured by the DIP Collateral and shall be otherwise entitled to the protections granted under this Interim Order, the DIP Documents, the Bankruptcy Code, and applicable law.

48. Limitations on Use of DIP Proceeds, Cash Collateral, and Carve Out. The DIP ABL Facility, the DIP Collateral, the Prepetition Collateral (including the Term Loan Segregated Cash), the Cash Collateral, and the Carve Out may not be used in connection with: (a) paying any prepetition claim except in accordance with the Budget, (b) preventing, hindering, or delaying any of the DIP Secured Parties or the Prepetition Secured Parties' permitted enforcement or realization upon any of the DIP Collateral or Prepetition Collateral; (c) using or seeking to use Cash Collateral except as provided for in this Interim Order and the DIP Documents; (d) selling or otherwise disposing of DIP Collateral without the consent of the DIP Agent or Prepetition Collateral without the consent of the Prepetition Agents; (e) using or seeking to use

any insurance proceeds constituting DIP Collateral except as provided for in this Interim Order and the DIP Documents (subject to the Intercreditor Agreement) without the consent of the DIP Agent, Prepetition ABL Agent or the Prepetition Term Loan Agent (in the case of DIP Secondary Collateral); (f) incurring Indebtedness (as defined in the DIP ABL Credit Agreement) without (i) the prior consent of the DIP Agent, except to the extent permitted under the DIP ABL Credit Agreement and (ii) the prior written consent of the Prepetition Term Loan Agent; (g) seeking to amend or modify any of the rights granted to the DIP Secured Parties or the Prepetition Secured Parties under this Interim Order, the DIP Documents, or the Prepetition Documents, including seeking to use Cash Collateral and/or DIP Collateral on a contested basis; (h) objecting to or challenging in any way the DIP Liens, DIP Obligations, Prepetition Liens, Prepetition Secured Obligations, DIP Collateral (including Cash Collateral) or, as the case may be, Prepetition Collateral, or any other claims or liens, held by or on behalf of any of the DIP Secured Parties or the Prepetition Secured Parties, respectively; (i) asserting, commencing, or prosecuting any claims or causes of action whatsoever, including any actions under Chapter 5 of the Bankruptcy Code or applicable state law equivalents or actions to recover or disgorge payments, against any of the DIP Secured Parties, the Prepetition Secured Parties, or any of their respective affiliates, agents, attorneys, advisors, professionals, officers, directors, and employees; (j) litigating, objecting to, challenging, or contesting in any manner, or raising any defenses to, the validity, extent, amount, perfection, priority, or enforceability of any of the DIP Obligations, the DIP Liens, the Prepetition Liens, Prepetition Secured Obligations, or any other rights or interests of any of the DIP Secured Parties or the Prepetition Secured Parties; or (k) seeking to subordinate, recharacterize, disallow, or avoid the DIP Obligations, or the Prepetition Secured Obligations; *provided, however*, that the Carve Out and such collateral proceeds and loans under the DIP Documents may be used for

allowed fees and expenses, in an amount not to exceed \$50,000 in the aggregate (the “Investigation Budget Amount”), incurred solely by a Committee (if appointed), in investigating (but not prosecuting or challenging), the Prepetition Lien and Claim Matters (as defined herein).

49. Payment of Compensation. Nothing herein shall be construed as a consent to the allowance of any professional fees or expenses of any Professional Person or shall affect the right of the DIP Secured Parties or the Prepetition Secured Parties to object to the allowance and payment of such fees and expenses. The Debtors shall be permitted to pay fees and expenses allowed and payable by final order (that has not been vacated or stayed, unless the stay has been vacated) under sections 328, 330, 331, and 363 of the Bankruptcy Code, as the same may be due and payable.

50. Effect of Stipulations on Third Parties.

(a) *Generally.* The admissions, stipulations, agreements, releases, and waivers set forth in paragraph F of this Interim Order (collectively, the “Prepetition Lien and Claim Matters”) are and shall be binding on the Debtors, any subsequent trustee, responsible person, examiner with expanded powers, any other estate representative, and all creditors and parties in interest and all of their successors in interest and assigns, including a Committee (if appointed), unless and to the extent that a party in interest with proper standing granted by order of the Bankruptcy Court (or other court of competent jurisdiction) has properly filed an adversary proceeding or contested matter under the Bankruptcy Rules (other than the Debtors, as to which any Challenge (as defined below) is irrevocably waived and relinquished) and (i) has timely filed the appropriate pleadings, and timely commenced the appropriate proceeding required under the Bankruptcy Code and Bankruptcy Rules, including as required pursuant to Part VII of the Bankruptcy Rules (in each case subject to the limitations set forth in this paragraph 50) challenging

the Prepetition Lien and Claim Matters (each such proceeding or appropriate pleading commencing a proceeding or other contested matter, a “Challenge”) by no later than the earlier of (I) (a) 60 days from the date of formation of a Committee (if appointed) or (b) 75 days following the entry of the Interim Order in the case that no Committee is appointed or (II) the entry of an order confirming a plan of the Debtors or the sale of all or substantially all the assets of the Debtors (as applicable, the “Challenge Deadline”), as such applicable date may be extended in writing from time to time in the sole discretion of the Prepetition ABL Agent (with respect to the Prepetition ABL Documents) and the Prepetition Term Loan Agent (with respect to the Prepetition Term Loan Documents), or by this Court for good cause shown pursuant to an application filed by a party in interest prior to the expiration of the Challenge Deadline, and (ii) this Court enters judgment in favor of the plaintiff or movant in any such timely and properly commenced Challenge proceeding and any such judgment has become a final judgment that is not subject to any further review or appeal.

(b) *Binding Effect.* To the extent no Challenge is timely commenced by the Challenge Deadline, or to the extent such proceeding does not result in a final and non-appealable judgment or order of this Court that is inconsistent with the Prepetition Lien and Claim Matters, then, without further notice, motion, or application to, order of, or hearing before, this Court and without the need or requirement to file any proof of claim, the Prepetition Lien and Claim Matters shall, pursuant to this Interim Order, become binding, conclusive, and final on any person, entity, or party in interest in the Cases, and their successors and assigns, and in any Successor Case for all purposes and shall not be subject to challenge or objection by any party in interest, including a trustee, responsible individual, examiner with expanded powers, or other representative of the Debtors’ estates. Notwithstanding anything to the contrary herein, if any such

proceeding is timely commenced, the Prepetition Lien and Claim Matters shall nonetheless remain binding on all other parties in interest and preclusive as provided in subparagraph (a) above except to the extent that any of such Prepetition Lien and Claim Matters is expressly the subject of a timely filed Challenge, which Challenge is successful as set forth in a final judgment as provided in subparagraph (a) above, and only as to plaintiffs or movants that have complied with the terms hereof. To the extent any such Challenge proceeding is timely and properly commenced, the Prepetition Secured Parties shall be entitled to payment of the related costs and expenses, including, but not limited to, reasonable attorneys' fees, incurred under the Prepetition Documents in defending themselves in any such proceeding as adequate protection. Upon a successful Challenge brought pursuant to this paragraph 50, the Court may fashion any appropriate remedy.

51. No Third Party Rights. Except as explicitly provided for herein, this Interim Order does not create any rights for the benefit of any third party, creditor, equity holder or any direct, indirect, or incidental beneficiary.

52. Section 506(c) Claims. Subject to entry of a Final Order, no costs or expenses of administration which have been or may be incurred in the Cases at any time shall be charged against the DIP Secured Parties, the Prepetition Secured Parties, or any of their respective claims, the DIP Collateral, or the Prepetition Collateral pursuant to sections 105 or 506(c) of the Bankruptcy Code, or otherwise, without the prior written consent of the DIP Secured Parties or the Prepetition Secured Parties, as applicable, and no such consent shall be implied from any other action, inaction, or acquiescence by any such parties.

53. No Marshaling/Applications of Proceeds. Subject to entry of a Final Order, the DIP Secured Parties and the Prepetition Secured Parties shall not be subject to the equitable doctrine of "marshaling" or any other similar doctrine with respect to any of the DIP Collateral or

the Prepetition Collateral, as the case may be, and proceeds shall be received and applied pursuant to this Interim Order and the DIP Documents (but subject to the Intercreditor Agreement), notwithstanding any other agreement or provision to the contrary.

54. Section 552(b). Subject to entry of a Final Order, the Prepetition Secured Parties shall each be entitled to all of the rights and benefits of section 552(b) of the Bankruptcy Code, and the “equities of the case” exception under section 552(b) of the Bankruptcy Code shall not apply to the Prepetition Secured Parties, with respect to proceeds, products, offspring or profits of any of the Prepetition Collateral.

55. Access to DIP Collateral. Subject to and effective upon entry of a Final Order, upon expiration of the Remedies Notice Period, the DIP Secured Parties and the Prepetition ABL Parties, subject to the Intercreditor Agreement, shall be permitted to (a) access and recover any and all DIP Primary Collateral, and (b) enter onto any leased premises of any Debtor that constitutes DIP Primary Collateral and exercise all of the Debtors’ rights and privileges as lessee under such lease in connection with an orderly liquidation of the DIP Primary Collateral, *provided, however*, in the case of clause (b), the DIP Secured Parties and/or Prepetition ABL Parties can only enter upon a leased premises after a DIP Event of Default in accordance with (i) a separate written agreement by and between the DIP Secured Parties or the Prepetition ABL Parties, as applicable, and any applicable landlord, (ii) pre-existing rights of the DIP Secured Parties or the Prepetition ABL Parties, as applicable, and any applicable landlord under applicable non-bankruptcy law, (iii) consent of the applicable landlord, or (iv) entry of an order of this Court obtained by motion of the applicable DIP Secured Party or Prepetition ABL Party on such notice to the landlord as shall be required by this Court; *provided, however*, solely with respect to rent due to a landlord of any such leased premises, the DIP Secured Parties and/or the Prepetition ABL

Parties, as applicable, shall be obligated only to reimburse the Debtors for the payment of rent of the Debtors that first accrues after delivery of the DIP Termination Declaration in accordance with paragraph 35 herein that is payable during the period of such occupancy by the DIP Secured Parties and/or Prepetition ABL Parties, as applicable, calculated on a daily per diem basis; *provided, further*, that nothing herein shall relieve the Debtors of their obligations pursuant to section 365(d)(3) of the Bankruptcy Code for the payment of rent that accrues prior to delivery of the DIP Termination Declaration through and including any assumption and/or rejection of any lease. Nothing herein shall require the DIP Secured Parties or the Prepetition ABL Parties to assume any lease as a condition to the rights afforded in this paragraph.

56. Limits on Lender Liability. Subject to entry of a Final Order, nothing in this Interim Order, any of the DIP Documents, the Prepetition Documents, or any other documents related thereto shall in any way be construed or interpreted to impose or allow the imposition upon the DIP Secured Parties or the Prepetition Secured Parties of any liability for any claims arising from any activities by the Debtors in the operation of their businesses or in connection with the administration of these Cases. The DIP Secured Parties and the Prepetition Secured Parties shall not, solely by reason of having made loans under the DIP ABL Facility or the Prepetition Documents or permitted the use of Cash Collateral, be deemed in control of the operations of the Debtors or to be acting as a “responsible person” or “owner or operator” with respect to the operation or management of the Debtors (as such terms, or any similar terms, are used in the United States Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§ 9601 *et seq.*, as amended, or any similar federal or state statute). Nothing in this Interim Order or the DIP Documents, shall in any way be construed or interpreted to impose or allow the imposition upon the DIP Secured Parties or any of the Prepetition Secured Parties of any

liability for any claims arising from the prepetition or postpetition activities of any of the Debtors.

57. Insurance Proceeds and Policies. Upon entry of this Interim Order and to the fullest extent provided by applicable law, the DIP Agent (on behalf of the DIP Secured Parties), the Prepetition ABL Agent (on behalf of the Prepetition ABL Parties), and the Prepetition Term Loan Agent (on behalf of the Prepetition Term Loan Parties), shall be, and shall be deemed to be, without any further action or notice, named as additional insured and loss payee on each insurance policy maintained by the Debtors that in any way relates to the DIP Collateral.

58. Joint and Several Liability. Nothing in this Interim Order shall be construed to constitute a substantive consolidation of any of the Debtors' estates, it being understood, however, that the Debtors shall be jointly and severally liable for the obligations hereunder and all DIP Obligations in accordance with the terms hereof and of the DIP ABL Facility and the DIP Documents.

59. No Superior Rights of Reclamation. Based on the findings and rulings herein regarding the integrated nature of the DIP ABL Facility and the Prepetition ABL Documents, the right of a seller of goods to reclaim such goods under section 546(c) of the Bankruptcy Code is not a Permitted Prior Lien; rather, any such alleged claims arising or asserted as a right of reclamation (whether asserted under section 546(c) of the Bankruptcy Code or otherwise) shall have the same rights and priority with respect to the DIP Liens as such claim had with the Prepetition ABL Liens.

60. Rights Preserved. Notwithstanding anything herein to the contrary, the entry of this Interim Order is without prejudice to, and does not constitute a waiver of, expressly or implicitly, subject to the Prepetition Documents and the Intercreditor Agreement: (a) the DIP Secured Parties' and Prepetition Secured Parties' right to seek any other or supplemental relief

in respect of the Debtors; (b) any of the rights of any of the DIP Secured Parties and/or the Prepetition Secured Parties under the Bankruptcy Code or under non-bankruptcy law, including the right to (i) request modification of the automatic stay of section 362 of the Bankruptcy Code, (ii) request dismissal of any of the Cases or Successor Cases, conversion of any of the Cases to cases under Chapter 7, or appointment of a Chapter 11 trustee or examiner with expanded powers, or (iii) propose, subject to the provisions of section 1121 of the Bankruptcy Code, a Chapter 11 plan or plans; or (c) any other rights, claims, or privileges (whether legal, equitable, or otherwise) of any of the DIP Secured Parties or Prepetition Secured Parties. Notwithstanding anything herein to the contrary, the entry of this Interim Order is without prejudice to, and does not constitute a waiver of, expressly or implicitly, the Debtors', a Committee's (if appointed), or any party in interest's right to oppose any of the relief requested in accordance with the immediately preceding sentence except as expressly set forth in this Interim Order

61. Taxing Authorities. Notwithstanding any other provisions included in the DIP ABL Credit Agreement, this Interim Order, any agreements approved hereby, or any other orders in these Cases, any statutory liens (collectively, the "Tax Liens") of the Taxing Authorities¹⁶ shall not be primed by nor made subordinate to any liens granted to any party hereby to the extent such Tax Liens are valid senior, perfected, and unavoidable, and all parties' rights to object to the priority, validity, amount, and extent of the claims and liens asserted by the Taxing Authorities are fully preserved.

62. Consignment of Inventory. Notwithstanding anything to the contrary set forth herein, in no event shall the Prepetition Collateral include (x) any Inventory (as defined in the Uniform Commercial Code as in effect from time to time under any applicable state law or

¹⁶ As used in this Interim Order, "Taxing Authorities" shall include: [●].

such other jurisdiction where the consigned goods have been shipped to) held by a Debtor on a consignment basis and as to which the consignor has complied with all applicable requirements of the Uniform Commercial Code or other applicable law, which Inventory is not owned by a Debtor (and would not be reflected on a consolidated balance sheet of the Debtors and their respective subsidiaries prepared in accordance with GAAP), but excluding any property right of the Debtors in such Inventory (“Consignment Inventory”) or (y) any proceeds from the sale of any Consignment Inventory that are not property of the Debtors’ estates in accordance with applicable law. The rights of consignors to seek a determination as to the validity of an asserted consignment right and/or the return of consigned goods or the proceeds from the sale thereof are expressly preserved.

63. No Waiver by Failure to Seek Relief. The failure of the DIP Secured Parties or Prepetition Secured Parties to seek relief or otherwise exercise their rights and remedies under this Interim Order, the DIP Documents, the Prepetition Documents, or applicable law, as the case may be, shall not constitute a waiver of any of the rights hereunder, thereunder, or otherwise of the DIP Secured Parties, the Prepetition Secured Parties, a Committee (if appointed), or any party in interest.

64. Binding Effect of Interim Order. Immediately upon execution by this Court, the terms and provisions of this Interim Order shall become valid and binding upon and inure to the benefit of the Debtors, the DIP Secured Parties, the Prepetition Secured Parties, all other creditors of any of the Debtors, a Committee (if appointed), or any other court appointed committee, and all other parties in interest and their respective successors and assigns, including any trustee or other fiduciary hereafter appointed in any of the Cases, any Successor Cases, or upon dismissal of any Case or Successor Case.

65. No Modification of Interim Order. Until and unless the DIP Obligations and the Prepetition Secured Obligations have been Paid in Full (such payment being without prejudice to any terms or provisions contained in the DIP ABL Facility which survive such discharge by their terms) the Debtors shall not seek or consent to, directly or indirectly: (a) without the prior written consent of the DIP Agent and the Prepetition Term Loan Agent (acting at the direction of the requisite Prepetition Term Loan Lenders in accordance with the Prepetition Term Loan Documents), (i) any modification, stay, vacatur, or amendment to this Interim Order; or (ii) a priority claim for any administrative expense or unsecured claim against the Debtors (now existing or hereafter arising of any kind or nature whatsoever, including any administrative expense of the kind specified in sections 503(b), 506(c), 507(a), or 507(b) of the Bankruptcy Code) in any of the Cases or Successor Cases, equal or superior to the DIP Superpriority Claims or Adequate Protection Superpriority Claims, other than the Carve Out; (b) without the prior written consent of the DIP Agent and the Prepetition Term Loan Agent for any order allowing use of Cash Collateral (other than as permitted during the DIP Remedies Notice Period or the Cash Collateral Remedies Notice Period, as applicable) resulting from DIP Collateral or Prepetition Collateral in a manner inconsistent with this Interim Order or the Final Order, as applicable; (c) without the prior written consent of the DIP Agent, any lien on any of the DIP Primary Collateral with priority equal or superior to the DIP Liens, except as specifically provided in the DIP Documents, other than the Carve Out; or (d) without the prior written consent of the Prepetition Agents, any lien on any of the DIP Collateral with priority equal or superior to the Prepetition Liens or Adequate Protection Liens, other than the Carve Out. The Debtors shall not seek or consent to, directly or indirectly any amendment, modification, or extension of this Interim Order without the prior written consent, as provided in the foregoing, of the DIP Agent and the Prepetition Term Loan Agent, and no such

consent shall be implied by any other action, inaction or acquiescence of the DIP Agent or the Prepetition Term Loan Agent.

66. Continuing Effect of Intercreditor Agreement. The Debtors, DIP Secured Parties, and Prepetition Secured Parties each shall be bound by, and in all respects of the DIP ABL Facility shall be governed by, and be subject to all the terms, provisions and restrictions of the Intercreditor Agreement.

67. Interim Order Controls. In the event of any inconsistency between the terms and conditions of the DIP Documents and of this Interim Order, the provisions of this Interim Order shall govern and control. In the event of any inconsistency between the terms and conditions of the Intercreditor Agreement and this Interim Order (solely as between the DIP Secured Parties and Prepetition Secured Parties), the provisions of the Intercreditor Agreement shall govern and control.

68. Discharge. The DIP Obligations and the obligations of the Debtors with respect to the adequate protection provided herein shall not be discharged by the entry of an order confirming any plan of reorganization in any of the Cases, notwithstanding the provisions of section 1141(d) of the Bankruptcy Code, unless such obligations have been Paid in Full, on or before the effective date of such confirmed plan of reorganization, or each of the DIP Secured Parties, the Prepetition ABL Agent, and Prepetition Term Loan Agent (acting at the direction of the requisite Prepetition Term Loan Lenders in accordance with the Prepetition Term Loan Documents), as applicable, has otherwise agreed in writing. None of the Debtors shall propose or support any plan of reorganization or sale of all or substantially all of the Debtors' assets, or order confirming such plan or approving such sale, that does not require that all DIP Obligations be Paid in Full (in the case of the sale of DIP Primary Collateral) or (other than provided in the RSA) that

all Prepetition Term Loan Obligations be Paid in Full (in the case of the sale of DIP Secondary Collateral), and the payment of the Debtors' obligations with respect to the adequate protection provided for herein, in full in cash within a commercially reasonable period of time (and in no event later than the effective date of such plan of reorganization or sale) (a "Prohibited Plan or Sale") without the written consent of each of the DIP Secured Parties, the Prepetition ABL Agent, and Prepetition Term Loan Agent (acting at the direction of the requisite Prepetition Term Loan Lenders in accordance with the Prepetition Term Loan Documents), as applicable. For the avoidance of doubt, the Debtors' proposal or support of a Prohibited Plan or Sale, or the entry of an order with respect thereto, shall constitute a DIP Event of Default and Cash Collateral Termination Event hereunder and under the DIP Documents.

69. Survival. The provisions of this Interim Order and any actions taken pursuant hereto shall survive entry of any order which may be entered: (a) confirming any plan of reorganization in any of the Cases; (b) converting any of the Cases to a case under Chapter 7 of the Bankruptcy Code; (c) dismissing any of the Cases or any Successor Cases; or (d) pursuant to which this Court abstains from hearing any of the Cases or Successor Cases. The terms and provisions of this Interim Order, including the claims, liens, security interests, and other protections granted to the DIP Secured Parties and Prepetition Secured Parties granted pursuant to this Interim Order and/or the DIP Documents, notwithstanding the entry of any such orders described in (a)-(d), above, shall continue in the Cases, in any Successor Cases, or following dismissal of the Cases or any Successor Cases, and shall maintain their priority as provided by this Interim Order until: (x) in respect of the DIP ABL Facility, all the DIP Obligations, pursuant to the DIP Documents and this Interim Order, have been Paid in Full (such payment being without prejudice to any terms or provisions contained in the DIP ABL Facility which survive such

discharge by their terms); (y) in respect of the Prepetition ABL Facility, all of the Prepetition ABL Obligations pursuant to the Prepetition ABL Documents and this Interim Order, have been Paid in Full; and (z) in respect of the Prepetition Term Loan Agreement, all of the Prepetition Term Loan Obligations pursuant to the Prepetition Term Loan Documents and this Interim Order have been Paid in Full. The terms and provisions concerning the indemnification of the DIP Agent and DIP Lenders shall continue in the Cases, in any Successor Cases, following dismissal of the Cases or any Successor Cases, following termination of the DIP Documents and/or the indefeasible repayment of the DIP Obligations. In addition, the terms and provisions of this Interim Order shall continue in full force and effect for the benefit of the Prepetition Term Loan Parties notwithstanding the repayment in full of or termination of the DIP Obligations or the Prepetition ABL Obligations.

70. Final Hearing. The Final Hearing to consider entry of the Final Order and final approval of the DIP ABL Facility is scheduled for [____], 2020 at [__]:00 [__].m. **(prevailing Central Time)** before the Honorable [____], United States Bankruptcy Judge at the United States Bankruptcy Court for the Southern District of Texas. On or before [____], 2020, the Debtors shall serve, by United States mail, first-class postage prepaid, notice of the entry of this Interim Order and of the Final Hearing (the “Final Hearing Notice”), together with copies of this Interim Order and the DIP Motion, on: (a) the parties having been given notice of the Interim Hearing; (b) any party which has filed prior to such date a request for notices with this Court; (c) counsel for a Committee (if appointed); (d) the Securities and Exchange Commission; and (e) the Internal Revenue Service. The Final Hearing Notice shall state that any party in interest objecting to the entry of the proposed Final Order shall file written objections with the Clerk of the Court no later than on [____], 2020, at [__]:00 p.m. **(prevailing Central**

Time), which objections shall be served so as to be received on or before such date by: (i) counsel to the Debtors, Kirkland & Ellis LLP, Attn. Joshua A. Sussberg, Christopher Marcus, and Aparna Yenamandra, and co-counsel to the Debtors, Jackson Walker LLP, 1401 McKinney St. Suite 1900, Houston, TX 77010, Attn: Matthew D. Cavanaugh and Victoria N. Argeroplos; (ii) counsel to the DIP Agent and the Prepetition ABL Agent, Morgan Lewis & Bockius LLP, One Federal Street, Boston, Massachusetts 02110, Attn: Matthew F. Furlong, Julia Frost-Davies and Christopher L. Carter, and Winstead PC, 600 Travis Street, Suite 5200, Houston, Texas 77002, Attn: Sean B. Davis; (iii) counsel to the Prepetition Term Loan Agent, Gibson, Dunn & Crutcher LLP, 200 Park Ave., New York, New York 10166, Attn: Scott J. Greenberg, Matthew J. Williams, Steven A. Domanowski, and Keith R. Martorana, and Porter Hedges LLP, 1000 Main St., 36th Floor, Houston, Texas 77002, Attn: Aaron J. Power; and (iv) counsel to the Committee (if appointed).

71. Nunc Pro Tunc Effect of this Interim Order. This Interim Order shall constitute findings of fact and conclusions of law pursuant to Bankruptcy Rule 7052 and shall take effect and be enforceable *nunc pro tunc* to the Petition Date immediately upon execution thereof.

72. Retention of Jurisdiction. The Court has and will retain jurisdiction to enforce the terms of, any and all matters arising from or related to the DIP ABL Facility, and/or this Interim Order.

Dated: _____
Houston, Texas

UNITED STATES BANKRUPTCY JUDGE

Exhibit 1

DIP ABL Credit Agreement

SENIOR SECURED SUPER-PRIORITY DEBTOR-IN-POSSESSION CREDIT AGREEMENT

dated as of

[], 2020

among

TAILORED BRANDS, INC.,
as a U.S. Borrower,

THE MEN'S WEARHOUSE, INC.,
as a U.S. Subsidiary Borrower and the Borrower Representative,

the other Domestic Subsidiaries from time to time party hereto,
as U.S. Subsidiary Borrowers,

MOORES THE SUIT PEOPLE CORP.,
as Canadian Borrower,

the other Loan Parties from time to time party hereto,

the Lenders from time to time party hereto,

JPMORGAN CHASE BANK, N.A.,
as Administrative Agent,

and

JPMORGAN CHASE BANK, N.A. TORONTO BRANCH,
as Canadian Administrative Agent

JPMORGAN CHASE BANK, N.A.,
BANK OF AMERICA, N.A., and
WELLS FARGO BANK, N.A.
as Joint Bookrunners and Joint Lead Arrangers

BANK OF AMERICA, N.A., and
WELLS FARGO BANK, N.A.
as Co-Syndication Agents

U.S. BANK, NATIONAL ASSOCIATION and
FIFTH THIRD BANK
as Co-Documentation Agents

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SENIOR SECURED SUPER-PRIORITY DEBTOR-IN-POSSESSION CREDIT AGREEMENT, dated as of [____], 2020, among TAILORED BRANDS, INC., a Texas corporation, THE MEN'S WEARHOUSE, INC., a Texas corporation (the "Company"), as debtor and debtor-in-possession, each of the other U.S. Subsidiary Borrowers from time to time party hereto, MOORES THE SUIT PEOPLE CORP., a Nova Scotia unlimited liability company and an applicant under the CCAA (the "Canadian Borrower") and, together with the U.S. Borrowers, the "Borrowers"), the Canadian Guarantors from time to time party hereto, the Lenders from time to time party hereto, JPMORGAN CHASE BANK, N.A., as Administrative Agent, and JPMORGAN CHASE BANK, N.A. TORONTO BRANCH, as Canadian Administrative Agent.

R E C I T A L S:

WHEREAS, on [●], 2020 (the "Petition Date"), the Borrowers (collectively, the "Debtors", and each individually, a "Debtor") commenced voluntary cases (collectively, the "US Cases" and each individually, a "Case") in the United States Bankruptcy Court for the Southern District of Texas (the "U.S. Court"). The Debtors continue to operate their businesses and manage their properties as debtors and debtors-in-possession pursuant to Sections 1107 and 1108 of the Bankruptcy Code.

WHEREAS, also on or shortly after the Petition Date, the Canadian Borrower, in its capacity a foreign representative, filed an application (the "Canadian Case" and, together with the US Cases, the "Cases") before the Ontario Superior Court of Justice (Commercial List) (the "Canadian Court") pursuant to Part IV of the Companies' Creditors Arrangement Act, R.S.C. 1985, c. C-36, as amended (the "CCAA") for the purposes of, among other things, obtaining an order of the Canadian Court recognizing the US Cases as a foreign main proceeding, imposing a stay of proceedings in respect of the Debtors and authorizing Canadian Borrower and the Canadian Guarantors to retain possession of its assets and to continue to operate its business under the CCAA;

WHEREAS, prior to the Petition Date, the Lenders provided financing to the Borrowers pursuant to that certain Credit Agreement dated as of June 18, 2014, as amended, supplemented and otherwise modified on June 18, 2014, July 28, 2014, January 31, 2016, June 30, 2016, October 25, 2017 and April 30, 2019, among the Borrowers, the other Loan Parties, the Prepetition Lenders, and JPMorgan Chase Bank, N.A., as the Prepetition Agent, and the other parties thereto (as amended, amended and restated, supplemented or otherwise modified from time to time through the date hereof, the "Prepetition Credit Agreement").

WHEREAS, as of the Petition Date, the Prepetition Lenders under the Prepetition Credit Agreement were owed approximately \$[●] in Revolving Loans and \$[●] in maximum aggregate amounts available to be drawn under outstanding Letters of Credit (as defined in the Prepetition Credit Agreement), plus interest, fees, costs and expenses and all other Prepetition Lender Obligations under the Prepetition Credit Agreement.

WHEREAS, the Obligations under and as defined in the Prepetition Credit Agreement are secured by a Lien in substantially all of the existing and after-acquired assets of the Borrowers and the other Loan Parties as more fully set forth in the Prepetition Loan Documents, and such Lien is perfected and, with certain exceptions, as described in the Prepetition Loan Documents, has priority over other Liens.

WHEREAS, the Borrowers have requested, and, upon the terms set forth in this Agreement, the Lenders have agreed to make available to the Borrowers, a senior secured super-priority revolving credit facility of up to \$500,000,000 in the aggregate with a \$150,000,000 Letter of Credit sublimit that is automatically convertible into a secured exit facility upon the satisfaction (or waiver) of certain conditions in the form of \$430,000,000 in aggregate initial principal amount of commitments to be made available to

the Borrowers at any time and from time to time until the Maturity Date subject to the terms and conditions set forth herein (the “Revolving Credit Facility”).

WHEREAS, the Borrowers and other Loan Parties have agreed to secure all of their Obligations under the Loan Documents by granting to the Administrative Agent, for the benefit of the Administrative Agent and the other Lender Parties, a Lien in and upon all of their existing and after-acquired personal and real property, subject to the limitations and priorities contained in the Loan Documents and the Interim Order, the Canadian Recognition Order and the Final Order.

NOW, THEREFORE, the parties hereto hereby agree as follows:

ARTICLE I

Definitions

SECTION 1.01 Defined Terms. As used in this Agreement, the following terms have the meanings specified below:

“ABL Priority Collateral” has the meaning set forth in the Intercreditor Agreement.

“ABR,” when used in reference to any Loan or Borrowing, refers to whether such Loan, or the Loans comprising such Borrowing, bears interest at a rate determined by reference to the Alternate Base Rate.

“Acceptable Plan” means a Plan of Reorganization that is consistent with the RSA and otherwise satisfactory to the Administrative Agent, the Required Lenders and the Loan Parties in their reasonable discretion (as the same may be amended, supplemented, or modified from time to time after entry thereof in accordance with the terms thereof); it being agreed that the Plan (as defined in the RSA) is an “Acceptable Plan” to the Administrative Agent and the Required Lenders.¹

“Account” has the meaning set forth in the applicable Security Agreement.

“Account Debtor” means any Person obligated on an Account.

“Actual Cash Receipts” means the sum of all cash receipts received by the Loan Parties (excluding any borrowings under this Agreement) during the relevant period of determination which corresponds to the budgeted cash receipts described in the line item contained in the Approved Budget across from the heading “Operating Receipts”, as determined in a manner consistent with the Approved Budget.

“Actual Disbursement Amount” means the sum of all cash expenditures made by the Loan Parties during the relevant period of determination which corresponds to each of the budgeted cash expenditures described in the line item contained in the Approved Budget across from the headings “Total Disbursements” (but excluding the line item across from the headings “Professional Fees”) determined in a manner consistent with the Approved Budget.

“Adjusted LIBO Rate” means, with respect to any Eurodollar Borrowing for any Interest Period or for any ABR Borrowing, an interest rate per annum equal to (a) the LIBO Rate for such Interest Period multiplied by (b) the Statutory Reserve Rate.

¹ Subject to review.

“Administrative Agent” means JPMCB, in its capacity as administrative agent hereunder and under the other Loan Documents, and its successors in such capacity as provided in Article VIII.

“Administrative Agents” means the Administrative Agent and the Canadian Administrative Agent.

“Administrative Questionnaire” means an Administrative Questionnaire in a form supplied by the Administrative Agent.

“Agent Fee Letter” means the Fee Letter dated August [___], 2020, among Parent, the Administrative Agent and the other parties thereto, with respect to fees payable to the Administrative Agent and the other persons named therein for their respective accounts.

“Agents” means, individually and collectively as the context may require, the Administrative Agent, the Canadian Administrative Agent, the Arrangers, the Co-Syndication Agents and the Co-Documentation Agents.

“Affiliate” means, with respect to a specified Person, another Person that directly or indirectly Controls or is Controlled by or is under common Control with the Person specified.

“Aggregate Borrowing Base” means (i) the U.S. Borrowing Base *plus* (ii) the lesser of (x) the Canadian Commitments and (y) the Canadian Borrowing Base.

“Agreement” means this Senior Secured Super-Priority Debtor-in-Possession Credit Agreement, as modified, amended or restated from time to time.

“Alternate Base Rate” means, for any day, a rate per annum equal to the greatest of (a) the Prime Rate in effect on such day, (b) the NYFRB Rate in effect on such day plus ½ of 1% and (c) the Adjusted LIBO Rate for a one month Interest Period on such day (or if such day is not a Business Day, the immediately preceding Business Day) plus 1%, provided that, for the purpose of this definition, the Adjusted LIBO Rate for any day shall be based on the LIBO Screen Rate (or if the LIBO Screen Rate is not available for such one month Interest Period, the Interpolated Rate) at approximately 11:00 a.m. London time on such day. Any change in the Alternate Base Rate due to a change in the Prime Rate, the NYFRB Rate or the Adjusted LIBO Rate shall be effective from and including the effective date of such change in the Prime Rate, the NYFRB Rate or the Adjusted LIBO Rate, respectively. If the Alternate Base Rate is being used as an alternate rate of interest pursuant to Section 2.14 hereof, then the Alternate Base Rate shall be the greater of clause (a) and (b) above and shall be determined without reference to clause (c) above.

“AML Legislation” has the meaning set forth in Section 9.20.

“Anti-Corruption Laws” means all laws, rules and regulations of any jurisdiction applicable to the Borrowers or their respective Affiliates from time to time concerning or relating to bribery or corruption.

“Applicable Administrative Agent” means (a) with respect to the Canadian Facility and Canadian Letters of Credit, the Canadian Administrative Agent and (b) otherwise, the Administrative Agent.

“applicable Borrower(s)” or “applicable Loan Parties” means with respect to any amount required to be paid hereunder, the Borrowers, jointly and severally.

“Applicable Commitment Fee Rate” means 0.30% per annum.

“Applicable Percentage” means, for any Revolving Lender:

(a) with respect to payments, computations and other matters relating to the U.S. Commitments or U.S. Revolving Loans, U.S. LC Exposure, U.S. Protective Advances, U.S. Overadvances or U.S. Swingline Loans, a percentage equal to a fraction (i) the numerator of which is the U.S. Commitment of such Revolving Lender and (ii) the denominator of which is the aggregate U.S. Commitments of all the U.S. Revolving Lenders (or, if the aggregate U.S. Commitments have terminated or expired, the Applicable Percentage shall be determined based upon such Revolving Lender’s share of the aggregate U.S. Revolving Exposure);

(b) with respect to payments, computations and other matters relating to the Canadian Commitment or Canadian Revolving Loans, Canadian LC Exposure, Canadian Protective Advances or Canadian Overadvances, a percentage equal to a fraction (i) the numerator of which is the Canadian Commitment of such Revolving Lender and (ii) the denominator of which is the aggregate Canadian Commitments of all the Canadian Revolving Lenders (or, if the aggregate Canadian Commitments have terminated or expired, the Applicable Percentage shall be determined based upon such Revolving Lender’s share of the aggregate Canadian Revolving Exposure); and

(c) with respect to payments, computations and other matters relating to the Revolving Commitments generally, a percentage equal to a fraction, the numerator of which is (i) the aggregate Revolving Commitment of such Revolving Lender and (ii) the denominator of which is the aggregate Revolving Commitments of all the Revolving Lenders (or, if the aggregate Revolving Commitments have terminated or expired, the Applicable Percentage shall be determined based upon such Revolving Lender’s share of the aggregate Revolving Exposure);

provided that for purposes of Section 2.20 when a Defaulting Lender shall exist, any such Defaulting Lender’s Revolving Commitments shall be disregarded in the calculations set forth above.

“Applicable Rate” means, for any day, with respect to any Loan, as the case may be, the applicable rate per annum set forth in the pricing grid below under the caption “Adjusted LIBO/CDOR Rate Loans” or “ABR/Canadian Prime Rate Loans,” as the case may be:

ADJUSTED LIBO/CDOR RATE LOANS	ABR/CANADIAN PRIME RATE LOANS
2.50%	1.50%

“Applicable Share” has the meaning set forth in Section 10.10.

“Approved Budget” means the budget in the form of Annex A and initially furnished to the Administrative Agent on or prior to the Effective Date, as the same may be updated, modified or supplemented from time to time as provided in Section 5.01. The initial Approved Budget shall depict, on a weekly and line item basis, (i) projected cash receipts, (ii) projected cash disbursements (including ordinary course operating expenses, bankruptcy-related expenses (including professional fees of the Loan Parties’ professionals and advisors), asset sales and any other fees and expenses relating to the Loan Documents), (iii) net cash flows, (iv) Availability, (v) liquidity and (vi) professional fees and disbursements with respect to the Loan Parties’ professionals], in each case for the first thirteen (13) fiscal week period from the Petition Date, and such initial Approved Budget shall be approved by, and in form and substance reasonably satisfactory to, the Administrative Agent and the Required Lenders in their sole discretion (it being acknowledged and agreed that the initial Approved Budget attached hereto as Annex A is approved by and reasonably satisfactory to the Administrative Agent and the Required Lenders).

“Approved Fund” means any Person (other than a natural person) that is engaged in making, purchasing, holding or investing in commercial loans and similar extensions of credit in the ordinary course of its activities and that is administered or managed by (a) a Lender, (b) an Affiliate of a Lender or (c) an entity or an Affiliate of an entity that administers or manages a Lender.

“Arrangers” means, JPMCB and Bank of America, N.A., in their capacities as joint bookrunners and joint lead arrangers for the Revolving Credit Facility established hereby.

“Article 55 BRRD” means Article 55 of Directive 2014/59/EU establishing a framework for the recovery and resolution of credit institutions and investment firms.

“Asset Sale” has the meaning set forth in Section 6.05.

“Assignment and Assumption” means an assignment and assumption entered into by a Lender and an Eligible Assignee, with the consent of any Person whose consent is required by Section 9.04, and accepted by the Administrative Agent, in the form of Exhibit A or any other form approved by the Administrative Agent.

“Automatic Stay” means the automatic stay provided under Section 362 of the Bankruptcy Code.

“Availability” means, at any time, an amount equal to (a) the Line Cap at such time *minus* (b) the total Credit Exposure of all Lenders at such time.

“Availability Period” means the period from and including the Effective Date to but excluding the earlier of the Maturity Date and the date of termination of the aggregate Revolving Commitments.

“Bail-In Action” means the exercise of any Write-Down and Conversion Powers.

“Bail-In Legislation” means in relation to an EEA Member Country which has implemented, or which at any time implements, Article 55 BRRD, the relevant implementing law or regulation 13 as described in the EU Bail-In Legislation Schedule from time to time.

“Banking Services” means each and any of the following bank services provided to any Loan Party or any Subsidiary by any Lender or any of its Affiliates: (a) credit cards for commercial customers (including, without limitation, “commercial credit cards” and purchasing cards), (b) treasury management services (including, without limitation, controlled disbursement, automated clearinghouse transactions, return items, overdrafts and interstate depository network services) and (c) supply chain financing.

“Banking Services Obligations” means any and all obligations of the Loan Parties, whether absolute or contingent and howsoever and whensoever created, arising, evidenced or acquired (including all renewals, extensions and modifications thereof and substitutions therefor), in connection with Banking Services.

“Banking Services Reserves” means all Reserves that the Administrative Agent from time to time establishes in its Permitted Discretion for Banking Services then provided or Banking Services Obligations then outstanding.

“Bankruptcy Code” means title 11 of the United States Code, as amended.

“Bankruptcy Event” means, with respect to any Person, such Person becomes the subject of a bankruptcy or insolvency proceeding, or has had a receiver, conservator, trustee, administrator, custodian,

assignee for the benefit of creditors or similar Person charged with the reorganization or liquidation of its business appointed for it (including any corporate law or other law permitting a Person to obtain a stay of proceedings or compromise of claims of its creditors against it), or, in the good faith determination of the Administrative Agent, has taken any action in furtherance of, or indicating its consent to, approval of, or acquiescence in, any such proceeding or appointment, provided that a Bankruptcy Event shall not result solely by virtue of any ownership interest, or the acquisition of any ownership interest, in such Person by a Governmental Authority or instrumentality thereof, unless such ownership interest results in or provides such Person with immunity from the jurisdiction of courts within the United States or Canada or from the enforcement of judgments or writs of attachment on its assets or permit such Person (or such Governmental Authority or instrumentality) to reject, repudiate, disavow or disaffirm any contracts or agreements made by such Person.

“Bankruptcy Rules” means the Federal Rules of Bankruptcy Procedure, as the same may from time to time be in effect and applicable to the Cases.

“Board of Governors” means the Board of Governors of the Federal Reserve System of the United States of America.

“Borrower” or “Borrowers” means, individually or collectively, the U.S. Borrowers and the Canadian Borrower.

“Borrower Representative” has the meaning set forth in Section 12.01.

“Borrowing” means (a) Revolving Loans under the same Facility of the same Type and currency, made, converted or continued on the same date and, in the case of Eurodollar Loans or CDOR Rate Loans, as to which a single Interest Period is in effect, (b) a Swingline Loan, (c) a Protective Advance or (d) an Overadvance.

“Borrowing Base” means, individually and collectively as the context may require, the U.S. Borrowing Base and the Canadian Borrowing Base.

“Borrowing Base Certificate” means a certificate, signed and certified as accurate and complete by a Financial Officer of the Borrower Representative, in substantially the form of Exhibit B (with such changes thereto as may be required by the Administrative Agent in its Permitted Discretion from time to time to reflect the components of and reserves against the Borrowing Base as provided for hereunder) or another form that is acceptable to the Administrative Agent in its Permitted Discretion.

“Borrowing Request” means a request by the Borrower Representative for a Borrowing of Revolving Loans in accordance with Section 2.03, which shall be, in the case of any such written request, in the form of Exhibit C or any other form approved by the Administrative Agent.

“Budgeted Cash Receipts” means the line item contained in the Approved Budget across from the heading “Operating Receipts” during the relevant period of determination.

“Budgeted Disbursement Amount” means the sum of the expenditures described in the line item contained in the Approved Budget across from the heading “Total Disbursements” (but excluding, for the avoidance of doubt, the line items across from the headings “Professional Fees”), in each case, during the relevant period of determination.

“Business Day” means any day that is not a Saturday, Sunday or other day on which commercial banks in New York City are authorized or required by law to remain closed; provided that (a) when used

in connection with any Eurodollar Loan, the term “Business Day” shall also exclude any day on which banks are not open for dealings in dollar deposits in the London interbank market and (b) when used in connection with any Canadian Loan or any Canadian Letter of Credit, the term “Business Day” shall also exclude any day on which commercial banks in Toronto, Canada are authorized or required by law to remain closed.

“Canada” means the country of Canada and any province or territory thereof.

“Canadian Administration Charge” means the first priority charge to be granted by the Canadian Court against Collateral of the Canadian Borrower and the Canadian Guarantors to secure payment of the professional fees of the Canadian Borrower’s counsel, the Information Officer and the Information Officer’s counsel, in an aggregate amount not to exceed C\$[●].²

“Canadian Administrative Agent” means JPMorgan Chase Bank, N.A. Toronto Branch, in its capacity as administrative agent for the Canadian Revolving Lenders hereunder, and its successors and assigns in such capacity.

“Canadian Benefit Plan” means any material plan, fund, program, or policy, whether oral or written, formal or informal, funded or unfunded, insured or uninsured, providing employee benefits, including medical, hospital care, dental, sickness, accident, disability, life insurance, pension, retirement or savings benefits, under which any Loan Party or any Subsidiary of any Loan Party has any liability with respect to any employee or former employee, but excluding any Canadian Pension Plans and excluding any stock option or share purchase plan.

“Canadian Blocked Person” means any Person that is a “politically exposed foreign person” or “terrorist group” or similar person whose property or interests in property are blocked or subject to blocking pursuant to, or as described in, any Canadian Economic Sanctions and Export Control Laws.

“Canadian Borrower” has the meaning set forth in the introductory paragraph of this Agreement.

“Canadian Borrower Outstandings” means, at any time, the sum of (i) the Dollar Equivalent of the Canadian Revolving Loans and Canadian Swingline Loans to the Canadian Borrower outstanding at such time *plus* (ii) the Canadian LC Exposure in respect of Letters of Credit issued for the account of the Canadian Borrower at such time *plus* (iii) the Dollar Equivalent of the Canadian Protective Advances to the Canadian Borrower outstanding at such time.

“Canadian Borrowing Base” means, at any time (without duplication):

(a) the lesser of (x) the product of (i) 90% *multiplied by* (ii) the Net Orderly Liquidation Value of Eligible Inventory of the Canadian Loan Parties at such time and (y) the net book value of Eligible Inventory of the Canadian Loan Parties, *plus*

(b) the lesser of (i) the product of (A) 85% *multiplied by* (B) the Net Orderly Liquidation Value of Eligible Rental Inventory of the Canadian Loan Parties and (ii) the net book value of Eligible Rental Inventory of the Canadian Loan Parties; provided that in no event shall the amount included pursuant to this clause (b) exceed 20% of the Canadian Borrowing Base, *plus*

² To be provided.

(c) the product of (i) 85% *multiplied by* (ii) the Eligible Accounts of the Canadian Loan Parties at such time, *plus*

(d) the product of (i) 90% *multiplied by* (ii) the Eligible Credit Card Accounts Receivable of the Canadian Loan Parties at such time, *minus*

(e) without duplication, Reserves established by the Administrative Agent in its Permitted Discretion.

Subject to the other provisions hereof expressly permitting the Administrative Agent to adjust Reserves, the Canadian Borrowing Base at any time shall be determined by reference to the most recent Borrowing Base Certificate delivered to the Administrative Agent on or most recently prior to such day pursuant to Section 5.01(h) (or, prior to the first such delivery following the Effective Date, the Borrowing Base Certificate delivered to the Administrative Agent pursuant to Section 4.01(e)); provided, that if any Borrowing Base Certificate delivered under Section 4.01(e) or 5.01(h) shall prove to have been materially inaccurate (regardless of whether any Commitments are in effect or any amounts are outstanding hereunder when such inaccuracy is discovered), and such inaccuracy shall have resulted in the payment of any interest or fees at rates lower than those that were in fact applicable for any period (based on the actual Canadian Borrowing Base), the applicable Borrowers shall pay to the Administrative Agent, for distribution to the Lenders (or former Lenders) as their interests may appear, the accrued interest or fees that should have been paid but were not paid as a result of such inaccuracy.

“Canadian Case” has the meaning provided in the recitals.

“Canadian Collateral” means any and all property of any Canadian Loan Party covered by the Collateral Documents and any and all other property of any Canadian Loan Party, now existing or hereafter acquired, that may at any time be or become subject to a security interest or Lien in favor of the Administrative Agent to secure the Obligations.

“Canadian Commitment” means, with respect to each Canadian Revolving Lender, the commitment, if any, of such Canadian Revolving Lender to make Canadian Revolving Loans and to acquire participations in Canadian Letters of Credit and Canadian Swingline Loans hereunder, expressed as an amount representing the maximum possible aggregate amount of such Canadian Revolving Lender’s Canadian Revolving Exposure hereunder, as such commitment may be reduced or increased from time to time pursuant to (a) Section 2.09 and (b) assignments by or to such Canadian Revolving Lender pursuant to Section 9.04. The amount of each Canadian Revolving Lender’s Canadian Commitment is set forth on Schedule 2.01, or in the Assignment and Assumption pursuant to which such Canadian Revolving Lender shall have assumed its Canadian Commitment, as applicable. As of the Effective Date, the aggregate amount of the Canadian Commitments is \$50,000,000.

“Canadian Court” has the meaning provided in the recitals.

“Canadian Court Ordered Charges” means, collectively, the Canadian Administration Charge and the Canadian DIP Charge.

“Canadian Court Reserve” means an amount equal to the Canadian Administration Charge.

“Canadian Credit Exposure” means, as to any Canadian Revolving Lender at any time, the sum of (a) such Canadian Revolving Lender’s Canadian Revolving Exposure *plus* (b) a Dollar Equivalent equal to such Lender’s Applicable Percentage of the aggregate amount of Canadian Overadvances and Canadian Protective Advances outstanding.

“Canadian DIP Charge” has the meaning provided to it in Section 2.22.

“Canadian Defined Benefit Plan” means a Canadian Pension Plan, which contains a “defined benefit provision,” as defined in subsection 147.1(1) of the ITA.

“Canadian Dollars” and “Cdn\$” means dollars in the lawful currency of Canada.

“Canadian Economic Sanctions and Export Control Laws” means any Canadian laws, regulations or orders governing transactions in controlled goods or technologies or dealings with countries, entities, organizations, or individuals subject to economic sanctions and similar measures.

“Canadian Facility” means, collectively, the Canadian Commitments and the extensions of credit made thereunder.

“Canadian Guarantor” means (i) any parent entity of the Canadian Borrower formed under the laws of Canada or any province or territory thereof and (ii) each Subsidiary of the Canadian Borrower that is listed on the signature pages hereto as a Canadian Guarantor or that becomes a party hereto as a Canadian Guarantor, in each case, until such parent entity’s or such Subsidiary’s Loan Guarantee is released in accordance herewith.

“Canadian Issuing Banks” means, individually and collectively as the context may require, in the case of each Canadian Letter of Credit, JPMorgan Chase Bank, N.A. Toronto Branch and any other Lender proposed by the Borrower Representative that has agreed to act as a Canadian Issuing Bank and is reasonably acceptable to the Canadian Administrative Agent, each in its capacity as an issuer of Canadian Letters of Credit hereunder, and its successors and assigns in such capacity as provided in Section 2.06(i). Each Canadian Issuing Bank may, in its sole discretion, arrange for one or more Canadian Letters of Credit to be issued by Affiliates of such Canadian Issuing Bank, in which case the term “Canadian Issuing Bank” shall include any such Affiliate with respect to Canadian Letters of Credit issued by such Affiliate.

“Canadian LC Collateral Account” has the meaning set forth in Section 2.06(j).

“Canadian LC Exposure” means, at any time, the sum of the Commercial LC Exposure and the Standby LC Exposure, in each case, in respect of Canadian Letters of Credit. The Canadian LC Exposure of any Canadian Revolving Lender at any time shall be its Applicable Percentage of the total Canadian LC Exposure at such time.

“Canadian Letter of Credit” means any Letter of Credit issued under the Canadian Facility.

“Canadian Loan Parties” means, individually and collectively as the context may require, the Canadian Borrower and each Canadian Guarantor.

“Canadian Loans” means, individually and collectively as the context may require, the Canadian Revolving Loans, the Canadian Swingline Loans, the Canadian Protective Advances and the Canadian Overadvances.

“Canadian Obligations” means all unpaid principal of and accrued and unpaid interest on the Canadian Loans to the Canadian Borrower, all accrued and unpaid fees and all expenses, reimbursements (including pursuant to Section 2.06(a)), indemnities and other obligations of the Canadian Loan Parties to the Lenders or to any Lender, the Administrative Agent, the Canadian Administrative Agent, any Canadian Issuing Bank or any indemnified party arising under the Loan Documents (including interest, costs, fees

and other amounts accruing during the pendency of any proceeding under any Insolvency Laws, regardless of whether allowed or allowable in such proceeding).

“Canadian Overadvance” has the meaning set forth in Section 2.05(b).

“Canadian Overadvance Exposure” means, at any time, the sum of the aggregate principal amount of all outstanding Canadian Overadvances at such time. The Canadian Overadvance Exposure of any Lender at any time shall be its Applicable Percentage of the total Canadian Overadvance Exposure at such time.

“Canadian Pension Plans” means any plan, program or arrangement that is a pension plan that is required to be registered under any applicable Canadian federal or provincial pension legislation, whether or not registered under any such laws, which is, or has been, maintained or contributed to by, or to which there is or may be an obligation to contribute by, a Loan Party or Subsidiary operating in Canada in respect of any Person’s employment in Canada with such Loan Party or Subsidiary, other than Plans established by statute, including the Canada Pension Plan maintained by the government of Canada and the Quebec Pension Plan maintained by the Province of Quebec.

“Canadian Prime Rate” means, for any period, the rate per annum determined by the Canadian Administrative Agent to be the higher of (i) the rate equal to the PRIMCAN Index rate that appears on the Bloomberg screen at 10:15 a.m. Toronto time on such day (or, in the event that the PRIMCAN Index is not published by Bloomberg, any other information services that publishes such index from time to time, as selected by the Canadian Administrative Agent in its reasonable discretion) and (ii) the average rate for 30 day Canadian Dollar bankers’ acceptances that appears on the Reuters Screen CDOR Page (or, in the event such rate does not appear on such page or screen, on any successor or substitute page or screen that displays such rate, or on the appropriate page of such other information service that publishes such rate from time to time, as selected by the Canadian Administrative Agent in its reasonable discretion) at 10:15 a.m. Toronto time on such day, plus 1.00% per annum. Any change in the Canadian Prime Rate due to a change in the PRIMCAN Index or the CDOR Rate shall be effective from and including the effective date of such change in the PRIMCAN Index or CDOR Rate, respectively.

“Canadian Prime Rate Loan” means a Loan denominated in Canadian Dollars the rate of interest applicable to which is based upon the Canadian Prime Rate.

“Canadian Protective Advance” has the meaning set forth in Section 2.04(a).

“Canadian Protective Advance Exposure” means, at any time, the sum of the aggregate principal amount of all outstanding Canadian Protective Advances at such time. The Canadian Protective Advance Exposure of any Lender at any time shall be its Applicable Percentage of the total Canadian Protective Advance Exposure at such time.

“Canadian Recognition Order” means orders of the Canadian Court issued in the Canadian Case, which shall among other things, impose a stay of proceedings, recognize the US Cases, recognize the Interim Order (and when entered, the Final Order), grant the Canadian DIP Charge (as the same may be amended, supplemented, or modified from time to time after entry thereof with, to the extent adverse to the Lenders, the consent of the Administrative Agent.

“Canadian Revolving Exposure” means, with respect to any Canadian Revolving Lender at any time, the sum of (a) the outstanding principal amount of Canadian Revolving Loans of such Canadian Revolving Lender at such time *plus* (b) an amount equal to such Canadian Revolving Lender’s Canadian

Swingline Exposure *plus* (c) an amount equal to such Canadian Revolving Lender's Canadian LC Exposure at such time.

"Canadian Revolving Lenders" means the Persons listed on Schedule 2.01 (or an Affiliate or branch of any such Person that is acting on behalf of such Person, in which case the term "Canadian Revolving Lenders" shall include any such Affiliate or branch with respect to the Canadian Revolving Loans made by such Affiliate or branch) as having a Canadian Commitment and any other Person that shall acquire a Canadian Commitment, other than any such Person that ceases to be a Canadian Revolving Lender pursuant to an Assignment and Assumption.

"Canadian Revolving Loan" means a Revolving Loan made by the Canadian Revolving Lenders to the Canadian Borrower or U.S. Borrowers pursuant to the Canadian Commitment.

"Canadian Security Agreements" means, collectively, that certain Canadian Pledge and Security Agreement, to be entered into on or before the date of entry of the Final Order, among the Canadian Loan Parties and the Administrative Agent, the Quebec Security Documents, and, as the context requires, any other pledge or security agreement entered into, after the Effective Date by any other Canadian Loan Party (as required by this Agreement or any other Loan Document), as the same may be amended, restated or otherwise modified from time to time.

"Canadian Subsidiary" means any subsidiary of Parent that has been formed or is organized under the laws of Canada or any province or territory thereof.

"Canadian Swingline Exposure" means, at any time, the aggregate Dollar Equivalent of all outstanding Canadian Swingline Loans at such time. The Canadian Swingline Exposure of any Canadian Revolving Lender at any time shall be its Applicable Percentage of the total Canadian Swingline Exposure at such time.

"Canadian Swingline Lender" means JPMorgan Chase Bank, N.A. Toronto Branch, in its capacity as lender of Canadian Swingline Loans hereunder, and its successors and assigns in such capacity.

"Canadian Swingline Loan" has the meaning set forth in Section 2.05(a).

"Capital Expenditures" means, for any period, (a) the additions to property, plant and equipment and other capital expenditures of Parent and the Subsidiaries that are (or would be) set forth in a consolidated statement of cash flows of Parent for such period prepared in accordance with GAAP and the amount of expenditures by the Parent and its Subsidiaries for the acquisition of Rental Product and (b) such portion of principal payments on Capital Lease Obligations or Synthetic Lease Obligations made by Parent and its consolidated Subsidiaries during such period as is attributable to additions to property, plant and equipment that have not otherwise been reflected on the consolidated statement of cash flows as additions to property, plant and equipment for such period; provided that the term "Capital Expenditures" shall not include (i) expenditures made in connection with the replacement, substitution, restoration or repair of assets to the extent financed with (x) insurance proceeds paid on account of the loss of or damage to the assets being replaced, restored or repaired or (y) awards of compensation arising from the taking by eminent domain or condemnation of the assets being replaced, (ii) the purchase price of equipment that is purchased simultaneously with the trade-in of existing equipment to the extent that the gross amount of such purchase price is reduced by the credit granted by the seller of such equipment for the equipment being traded in at such time, (iii) the purchase of plant, property or equipment or software to the extent financed with the net proceeds of any sale, transfer, lease or other disposition (including pursuant to a Sale/Leaseback Transaction or by way of merger or consolidation) of any asset of Parent or any Subsidiary, including any sale or issuance to a Person other than Parent or any Subsidiary of Equity Interests in any Subsidiary, but

excluding sales of Inventory in the ordinary course of business, (iv) expenditures that constitute rental expenses under operating leases of real or personal property, (v) expenditures that are accounted for as capital expenditures by the Parent or any Subsidiary and that actually are paid for by a Person other than the Parent or any Subsidiary and for which neither the Parent nor any Subsidiary has provided or is required to provide or incur, directly or indirectly, any consideration or obligation to such Person or any other Person (whether before, during or after such period) or (vi) the book value of any asset owned by the Parent or any Subsidiary prior to or during such period to the extent that such book value is included as a capital expenditure during such period as a result of such Person reusing or beginning to reuse such asset during such period without a corresponding expenditure actually having been made in such period; provided that (x) any expenditure necessary in order to permit such asset to be reused shall be included as a Capital Expenditure during the period in which such expenditure actually is made and (y) such book value shall have been included in Capital Expenditures when such asset was originally acquired.

“Capital Lease Obligations” of any Person means the obligations of such Person to pay rent or other amounts under any lease of (or other arrangement conveying the right to use) real or personal property, or a combination thereof, which obligations are required to be classified and accounted for as capital leases on a balance sheet of such Person under GAAP (as in effect on December 31, 2018, notwithstanding any modification or interpretative change thereto after such date and excluding the effect to any treatment of lease under Accounting Standards Codification 842 (or any other Accounting Standards Codification or Financial Accounting Standard have a similar result or effect)), and, for the purposes of this Agreement, the amount of such obligations shall be the capitalized amount thereof determined in accordance with GAAP.

“Carve-Out” has the meaning set forth in the Interim Order (and Final Order, when applicable).

“Cases” has the meaning set forth in the Recitals.

“Cash Equivalents” means:

(a) marketable direct obligations issued or unconditionally guaranteed by the United States Government, the Government of Canada, or the UK government, or issued by an agency thereof and backed by the full faith and credit of the United States Government, the Government of Canada, or the UK government, as the case may be, in each case maturing within two years after the date of acquisition thereof;

(b) marketable direct obligations issued by any state of the United States of America, or any political subdivision of any such state or any public instrumentality thereof or by the Canadian federal government, in each case maturing within two years after the date of acquisition thereof and, at the time of acquisition, having the highest rating obtainable from either Standard & Poor’s or Moody’s (or, if at any time neither Standard & Poor’s nor Moody’s shall be rating such obligations, then from such other nationally recognized rating services acceptable to the Administrative Agent);

(c) commercial paper maturing no more than nine months after the date of creation thereof and, at the time of acquisition, having a rating of at least A-2 or P-2 from either Standard & Poor’s or Moody’s (or, if at any time neither Standard & Poor’s nor Moody’s shall be rating such obligations, then the highest rating from such other nationally recognized rating services acceptable to the Administrative Agent);

(d) certificates of deposit or bankers acceptances denominated in US Dollars, Canadian Dollars, Sterling or Euro and maturing within ninety (90) days after the date of

acquisition thereof issued by any Lender or any other commercial bank organized under the laws of the United States of America or any state thereof or the District of Columbia, or Canada or the UK, in each case having combined capital and surplus of not less than \$250,000,000 (or the foreign currency equivalent thereof);

(e) repurchase agreements of the Administrative Agent, any Lender or any other commercial bank organized under the laws of the United States of America or any state thereof or the District of Columbia, or Canada or the UK, in each case having combined capital and surplus of not less than \$250,000,000 (or the foreign currency equivalent thereof);

(f) overnight investments with the Administrative Agent, any Lender or any other commercial bank organized under the laws of the United States of America or any state thereof or the District of Columbia, or Canada or the UK, in each case having combined capital and surplus of not less than \$250,000,000 (or the foreign currency equivalent thereof);

(g) other readily marketable instruments issued or sold by the Administrative Agent, any Lender or any other commercial bank organized under the laws of the United States of America or any state thereof or the District of Columbia, or Canada or the UK, in each case having combined capital and surplus of not less than \$250,000,000 (or the foreign currency equivalent thereof); and

(h) funds invested in brokerage accounts with nationally recognized brokerage houses or money market accounts, in each case for less than thirty (30) days.

“Cash Management Order” means the order of the Court entered in the Cases after the “first day” hearing on an interim basis, together with all extensions, modifications and amendments thereto, in form and substance reasonably satisfactory to the Administrative Agent, which among other matters authorizes the Debtors to maintain their existing cash management and treasury arrangements (as set forth in the Prepetition Credit Agreement) or such other arrangements as shall be reasonably acceptable to the Administrative Agent in all material respects.

“CDOR Rate” means, for the relevant Interest Period, the Canadian deposit offered rate which, in turn means on any day the sum of (a) the annual rate of interest determined with reference to the arithmetic average of the discount rate quotations of all institutions listed in respect of the relevant Interest Period for Canadian Dollar-denominated bankers’ acceptances displayed and identified as such on the “Reuters Screen CDOR Page” as defined in the International Swaps and Derivatives Association, Inc. definitions, as modified and amended from time to time (the “**CDOR Screen Rate**”), as of 10:00 a.m. Toronto local time on the first day of the applicable Interest Period and, if such day is not a Business Day, then on the immediately preceding Business Day (as adjusted by the Canadian Administrative Agent after 10:00 a.m. Toronto local time to reflect any error in the posted rate of interest or in the posted average annual rate of interest) plus (b) 0.10% per annum; provided that (x) if the CDOR Screen Rate shall be less than 0.75%, such rate shall be deemed to be 0.75% and (y) if the CDOR Screen Rate is not available on the Reuters Screen CDOR Page on any particular day, then the Canadian deposit offered rate component of such rate on that day shall be calculated as the cost of funds quoted by the Canadian Administrative Agent to raise Canadian Dollars for the applicable Interest Period as of 10:00 a.m. Toronto local time on such day for commercial loans or other extensions of credit to businesses of comparable credit risk; or if such day is not a Business Day, then as quoted by the Canadian Administrative Agent on the immediately preceding Business Day.

“CFC” means each Person that is a “controlled foreign corporation” within the meaning of Section 957(a) of the Code.

“CFC Holdco” means a Domestic Subsidiary with no material assets other than Equity Interests of one or more Foreign Subsidiaries that are CFCs.

“Change in Control” means (a) any transaction (including a merger, amalgamation or consolidation) the result of which is that any “person” or “group” (within the meaning of Sections 13(d) and 14(d)(2) of the Exchange Act) becomes the “beneficial owner” (as defined in Rule 13d-3 under the Exchange Act) of more than 50 percent (50%) of the total voting power of all classes of the voting stock of Parent or the surviving Person and/or warrants or options to acquire such voting stock, calculated on a fully diluted basis, or (b) Parent shall cease to own, directly or indirectly, 100% of the issued and outstanding Equity Interests of the Canadian Borrower and each U.S. Subsidiary Borrower; provided, that no transaction contemplated by the RSA, an Acceptable Plan or the Confirmation Order shall constitute a Change in Control.

“Change in Law” means the occurrence, after the Effective Date, of any of the following: (a) the adoption or taking effect of any rule, regulation, treaty or other law, (b) any change in any rule, regulation, treaty or other law or in the administration, interpretation, implementation or application thereof by any Governmental Authority or (c) the making or issuance of any request, rule, guideline or directive (whether or not having the force of law) by any Governmental Authority; provided that, notwithstanding anything herein to the contrary, (i) the Dodd-Frank Wall Street Reform and Consumer Protection Act and all requests, rules, guidelines or directives thereunder or issued in connection therewith and (ii) all requests, rules, guidelines or directives promulgated by the Bank for International Settlements, the Basel Committee on Banking Supervision (or any successor or similar authority) or the United States or foreign regulatory authorities, in each case pursuant to Basel III, shall in each case be deemed to be a “Change in Law,” regardless of the date enacted, adopted, promulgated or issued.

“Charges” has the meaning set forth in Section 9.16.

“Claim” means any (a) 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) 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.

“Code” means the Internal Revenue Code of 1986, as amended.

“Collateral” means (a) any and all “Collateral” or words of similar intent as defined in any applicable Collateral Document and (b) the “DIP Collateral” referred to in the Orders, it being understood that “Collateral” shall include all such “DIP Collateral” irrespective of whether any such property was excluded pursuant to the Prepetition Loan Documents.

“Collateral Access Agreement” has the meaning set forth in the applicable Security Agreement.

“Collateral Documents” means the Orders, each Security Agreement and each other document granting a Lien upon any assets of any Loan Party as security for payment of the Secured Obligations.

“Commercial LC Exposure” means, at any time, the sum of (a) the aggregate undrawn Dollar Equivalent of all outstanding Commercial Letters of Credit at such time plus (b) the aggregate Dollar Equivalent of all LC Disbursements relating to Commercial Letters of Credit that have not yet been reimbursed by or on behalf of the Borrowers at such time. The Commercial LC Exposure of any Lender under any Facility at any time shall be its Applicable Percentage of the total Commercial LC Exposure under such Facility at such time.

“Commercial Letter of Credit” means a Letter of Credit that is (a) designated as a Commercial Letter of Credit by the Borrower Representative at the time of, or prior to, the issuance thereof, (b) issued to provide for the payment of the purchase price for goods or services purchased by Parent or any Subsidiary and (c) intended to be drawn when such purchase price is due and payable and not merely upon the occurrence of a default or other contingency.

“Commitment” means, with respect to each Lender, such Lender’s U.S. Commitment and/or Canadian Commitment.

“Commitment Letter” means the Commitment Letter dated August [___], 2020 among JPMCB, JPMorgan Chase Bank, N.A. Toronto Branch, the Lenders, the Parent, the Company and the Canadian Borrower.

“Committee” means an official committee of unsecured creditors appointed in any of the Cases by the U.S. Trustee.

“Commodity Exchange Act” means the Commodity Exchange Act (7 U.S.C. § 1 et seq.), as amended from time to time, and any successor statute.

“Communications” means, collectively, any written notice, demand, communication, information, document or other material provided by or on behalf of any Loan Party pursuant to any Loan Document or the transactions contemplated therein that is distributed to the Administrative Agent, any Lender or any Issuing Bank by means of electronic communications pursuant to Section 9.01, including through the Platform.

“Company” has the meaning set forth in the introductory paragraph of this Agreement.

“Compliance Certificate” means a Compliance Certificate in the form of Exhibit D or any other form approved by the Administrative Agent.

“Concentration Account” has the meaning set forth in the applicable Security Agreement.

“Confirmation Order” means an order of the Court entered in the US Cases pursuant to section 1129 of the Bankruptcy Code and recognized by the Canadian Court in the Canadian Case, which order (x) shall confirm an Acceptable Plan, be a final order and otherwise be in form and substance reasonably satisfactory to the Administrative Agent, together with all extensions, modifications, and amendments thereto, also in form and substance reasonably satisfactory to the Administrative Agent and (y) (i) if the Revolving Credit Facility converts to the credit facility under the Exit Facility Agreement, shall authorize and approve the extensions of credit under the Exit Facility Credit Agreement and the performance of the Borrowers’ (or the entities assuming and/or acquiring directly or indirectly the operations and assets of the Borrowers in the Acceptable Plan) and Loan Guarantors’ obligations thereunder, authorize a pro forma capital structure that satisfies the conditions precedent to the occurrence of the Conversion Date and otherwise satisfies all other conditions to the Conversion Date or (ii) if the Revolving Credit Facility is to be repaid in cash in full, shall authorize and approve such repayment, any financing the proceeds of which will be used to fund such repayment in full in cash, and the termination in full of all outstanding commitments under the Revolving Credit Facility.

“Control” means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of a Person, whether through the ability to exercise voting power, by contract or otherwise. “Controlling” and “Controlled” have meanings correlative thereto.

“Conversion Date” means the date upon which each of the conditions precedent to effectiveness of the Exit Facility Agreement set forth in the Exit Facility Term Sheet shall have been satisfied or waived.

“Court” means the U.S. Court and/or the Canadian Court, as the context may require.

“Co-Documentation Agents” means U.S. Bank National Association and Fifth Third Bank.

“Co-Syndication Agents” means Bank of America, N.A. and Wells Fargo Bank, N.A.

“Credit Card Accounts Receivable” means any Accounts (including Payment Intangibles) due to any Loan Party from a credit card issuer or a credit card processor in connection with purchases of Inventory of such Loan Party on (a) credit cards issued by Visa, MasterCard, American Express, Discover, PayPal, Wells Fargo, each of their respective Affiliates, and any other credit card issuers that are reasonably acceptable to the Administrative Agent, (b) private label credit cards of any Loan Party issued under non-recourse arrangements substantially similar to those in effect on the Effective Date or (c) debit cards and mall cards issued by issuers or providers that are reasonably acceptable to the Administrative Agent, in each case which have been earned by performance by such Loan Party but not yet paid to such Loan Party by such credit card issuer or credit card processor.

“Credit Card Agreement” means any agreement between a Loan Party, on the one hand, and a credit card issuer or a credit card processor (including any credit card processor that processes purchases of Inventory from a Loan Party through debit cards or mall cards), on the other hand.

“Credit Card Notifications” means each Credit Card Notification, in form and substance reasonably satisfactory to the Administrative Agent, executed by one or more Loan Parties and delivered by such Loan Parties to credit card issuers or credit card processors that are party to any Credit Card Agreement.

“Credit Exposure” means, as to any Lender at any time, the sum of (a) such Lender’s U.S. Credit Exposure plus (b) such Lender’s Canadian Credit Exposure.

“Cumulative Four-Week Period” means the four-fiscal week period up to and through the Saturday of the fiscal week most recently ended prior to the applicable Variance Report Date.

“Debtor” has the meaning set forth in the Recitals.

“Debtors’ Investment Banker” means PJT Partners, Inc.

“Default” means any event or condition that constitutes an Event of Default or that upon notice, lapse of time or both would, unless cured or waived, become an Event of Default.

“Defaulting Lender” means any Lender, as determined by the Administrative Agent, that has (a) failed to fund any portion of its Loans or participations in Letters of Credit, Swingline Loans, Protective Advances or Overadvances within three (3) Business Days of the date required to be funded by it hereunder, (b) notified any Borrower, the Administrative Agent, any Issuing Bank, the Swingline Lender or any Lender in writing that it does not intend to comply with any of its funding obligations under this Agreement or has made a public statement to the effect that it does not intend to comply with its funding obligations under this Agreement or under other agreements in which it commits to extend credit, (c) failed, within three (3) Business Days after request by the Administrative Agent, to confirm that it will comply with the terms of this Agreement relating to its obligations to fund prospective Loans and participations in then outstanding Letters of Credit, Swingline Loans, Protective Advances or Overadvances, (d) otherwise failed to pay over to the Administrative Agent or any other Lender any other amount required to be paid by it hereunder within

three (3) Business Days of the date when due, unless the subject of a good faith dispute, (e) (i) become or is insolvent or has a parent company that has become or is insolvent or (ii) become the subject of a bankruptcy or insolvency proceeding under any Insolvency Laws or otherwise, or has had a receiver, conservator, trustee or custodian appointed for it, or has taken any action in furtherance of, or indicating its consent to, approval of or acquiescence in any such proceeding or appointment or has a parent company that has become the subject of a bankruptcy or insolvency proceeding under any Insolvency Laws or otherwise, or has had a receiver, conservator, trustee or custodian appointed for it, or has taken any action in furtherance of, or indicating its consent to, approval of or acquiescence in any such proceeding or appointment; provided that a Lender shall not be a Defaulting Lender solely by virtue of the ownership or acquisition of any equity interest in that Lender or any direct or indirect parent company thereof by a Governmental Authority so long as such ownership interest does not result in or provide such Lender with immunity from the jurisdiction of courts within the United States or from the enforcement of judgments or writs of attachment on its assets or permit such Lender (or such Governmental Authority) to reject, repudiate, disavow or disaffirm any contracts or agreements made with such Lender, or (f) has, or has a direct or indirect parent company that has, become the subject of a Bail-In Action.

“Deposit Account” has the meaning set forth in the applicable Security Agreement.

“Deposit Account Control Agreement” has the meaning set forth in the applicable Security Agreement.

“Designated Person” means any Person listed in any Sanctions-related list of Designated Persons maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury, the U.S. Department of State, or by the United Nations Security Council, the European Union or any EU member state.

“Designated Subsidiary” means each Subsidiary other than any Excluded Subsidiary.

“Disclosed Matters” means the actions, suits and proceedings and the environmental matters disclosed in Section 3.06 of the Disclosure Letter.

“Disclosure Letter” means the letter from the Borrowers to the Lenders delivered on the Effective Date.

“Disclosure Statement” has the meaning ascribed to such term in Schedule 5.21.

“Disqualified Stock” means any Equity Interests which, by its terms (or by the terms of any security into which it is convertible or for which it is exchangeable), or upon the happening of any event, (a) matures (excluding any maturity as the result of an optional redemption by the issuer thereof) or is mandatorily redeemable, pursuant to a sinking fund obligation or otherwise, or is redeemable at the option of the holder thereof, in whole or in part, or requires the payment of any cash dividend or any other scheduled payment constituting a return of capital, in each case at any time on or prior to the first anniversary of the Maturity Date, or (b) is convertible into or exchangeable (unless at the sole option of the issuer thereof) for (i) cash, (ii) debt securities or (iii) any Equity Interests referred to in (a) above, in each case at any time prior to the first anniversary of the Maturity Date. Notwithstanding the foregoing, any Equity Interests that would constitute Disqualified Stock solely because holders of the Equity Interests have the right to require the issuer of such Equity Interests to repurchase such Equity Interests upon the occurrence of a change of control or an asset sale will not constitute Disqualified Stock if the terms of such Equity Interests provide that the issuer may not repurchase or redeem any such Equity Interests pursuant to such provisions unless such repurchase or redemption is permitted under the terms of this Agreement.

“Document” has the meaning set forth in the U.S. Security Agreement.

“Dollar Equivalent” of any amount means, at the time of determination thereof, (a) if such amount is expressed in Dollars, such amount, (b) if such amount is expressed in Canadian Dollars or an LC Alternative Currency, the equivalent of such amount in Dollars determined by using the rate of exchange for the purchase of the Dollars with Canadian Dollars or the LC Alternative Currency, as applicable, in the London foreign exchange market at or about 11:00 a.m. London time (or New York time, as applicable) on a particular day as displayed by ICE Data Services as the “ask price”, or as displayed on such other information service which publishes that rate of exchange from time to time in place of ICE Data Services (or if such service ceases to be available, the equivalent of such amount in Dollars as determined by the Agent using any method of determination it deems appropriate in its sole discretion) and (c) if such amount is denominated in any other currency, the equivalent of such amount in Dollars as determined by the Agent using any method of determination it deems appropriate in its sole discretion.

“dollars,” “Dollars” or “\$” refers to lawful money of the United States of America.

“Domestic Subsidiary” means any Subsidiary of Parent that is organized under the laws of the United States, any state of the United States or the District of Columbia.

“EEA Member Country” means any of the member states of the European Union, Iceland, Liechtenstein, and Norway.

“Effective Date” means the date on which the conditions specified in Section 4.01 are satisfied (or waived in accordance with Section 9.02), which date is [●], 2020.

“Eligible Accounts” means, at any time, each Account that satisfies the following criteria at the time of creation and continues to meet the same at the time of such determination: such Account (i) has been earned by performance and represents the bona fide amounts due to a Loan Party and in each case is originated in the ordinary course of business of such Loan Party, and (ii) in each case is not ineligible for inclusion in the calculation of the Borrowing Base pursuant to any of clauses (a) through (x) below. Without limiting the foregoing, to qualify as an Eligible Account, such Account shall indicate no Person other than a Loan Party as payee or remittance party. Any Account included within any of the following categories shall not constitute an Eligible Account:

(a) which is not subject to a first priority perfected Lien in favor of the Administrative Agent;

(b) which is subject to any Lien other than (i) a Lien in favor of the Administrative Agent, (ii) a Permitted Encumbrance which does not have priority over the Lien in favor of the Administrative Agent, (iii) Liens in respect of Prior Claims that are unregistered and that secure amounts that are not yet due and payable and (iv) Liens that are subject to the Intercreditor Agreement;

(c) (i) with respect to which the scheduled due date is more than 90 days after the date of the original invoice therefor, (ii) which is unpaid more than 90 days after the date of the original invoice therefor or more than 60 days after the original due date therefor (“Overage”) when calculating the amount under this clause (ii), for the same Account Debtor, the Administrative Agent shall include the net amount of such Overage and add back any credits, but only to the extent that such credits do not exceed the total gross receivables from such Account Debtor, or (iii) which has been written off the books of such Borrower or otherwise designated as uncollectible;

(d) which is owing by an Account Debtor for which more than 50% of the Accounts owing from such Account Debtor and its Affiliates are ineligible pursuant to clause (c) above;

(e) which is owing by an Account Debtor to the extent the aggregate amount of Accounts owing from such Account Debtor and its Affiliates to all Loan Parties exceeds 25% of the aggregate amount of Eligible Accounts of all Loan Parties;

(f) with respect to which any covenant, representation or warranty contained in this Agreement or in the applicable Security Agreement has been breached or is not true;

(g) which (i) does not arise from the sale of goods or performance of services in the ordinary course of business, (ii) is not evidenced by an invoice or other documentation (the form of which is reasonably satisfactory to the Administrative Agent) which has been sent to the Account Debtor, (iii) represents a progress billing, (iv) is contingent upon such Loan Party's completion of any further performance, (v) represents a sale on a bill-and-hold, guaranteed sale, sale-and-return, sale on approval, consignment, cash-on-delivery or any other repurchase or return basis or (vi) relates to payments of interest;

(h) for which the goods giving rise to such Account have not been shipped to the Account Debtor or for which the services giving rise to such Account have not been performed by such Loan Party or if such Account was invoiced more than once;

(i) with respect to which any check or other instrument of payment has been returned uncollected for any reason;

(j) which is owed by an Account Debtor which has (i) applied for, suffered, or consented to the appointment of any receiver, custodian, trustee, or liquidator or similar official for such Account Debtor of its assets, (ii) had possession of all or a material part of its property taken by any receiver, custodian, trustee or liquidator, (iii) filed, or had filed against it, any assignment, application, request or petition for liquidation, reorganization, arrangement, adjustment of debts, stay of proceedings, adjudication as bankrupt, winding-up, or voluntary or involuntary case or proceeding under any state, provincial or federal bankruptcy laws or any other Insolvency Laws (other than post-petition accounts payable of an Account Debtor that is a debtor-in-possession under the Bankruptcy Code and reasonably acceptable to the Administrative Agent), (iv) admitted in writing its inability, or is generally unable to, pay its debts as they become due, (v) become insolvent, or (vi) ceased operation of its business;

(k) which is owed by any Account Debtor which has sold all or substantially all of its assets;

(l) which is owed by an Account Debtor which (i) does not maintain its chief executive office in the U.S. or Canada (or its domicile, for the purposes of the Civil Code (Quebec)) (ii) is not organized under applicable law of the U.S., any state of the U.S., the District of Columbia, or Canada unless, in any such case, such Account is backed by a letter of credit acceptable to the Administrative Agent which is in the possession of, and is directly drawable by, the Administrative Agent;

(m) which is owed in any currency other than U.S. dollars or Canadian Dollars;

(n) which is owed by (i) any Governmental Authority of any country other than the U.S. or Canada unless such Account is backed by a Letter of Credit acceptable to the Administrative

Agent which is in the possession of, and is directly drawable by, the Administrative Agent, or (ii) any Governmental Authority of the U.S. or Canada, or any department, agency, public corporation, or instrumentality thereof, unless the *Financial Administration Act* (Canada), as amended, (or the equivalent law of any province of Canada, if any, in the case of a Governmental Authority of such province) or the Federal Assignment of Claims Act of 1940, as amended (31 U.S.C. § 3727 *et seq.* and 41 U.S.C. § 15 *et seq.*), as applicable and is subject to the Lien in favor of the Administrative Agent set forth in the Orders;

(o) which is owed by any Affiliate of any Loan Party or any employee, officer, director, agent or controlling stockholder of any Loan Party or any of its Affiliates;

(p) which is owed by an Account Debtor or any Affiliate of such Account Debtor to which any Loan Party is indebted, but only to the extent of such indebtedness, or is subject to any security, deposit, progress payment, retainage or other similar advance made by or for the benefit of an Account Debtor, in each case to the extent thereof;

(q) which is subject to any counterclaim, deduction, defense, setoff or dispute but only to the extent of any such counterclaim, deduction, defense, setoff or dispute;

(r) which is evidenced by any promissory note, chattel paper or instrument;

(s) which is owed by an Account Debtor located in any jurisdiction which requires filing of a "Notice of Business Activities Report" or other similar report in order to permit such Loan Party to seek judicial enforcement in such jurisdiction of payment of such Account, unless such Loan Party has filed such report or qualified to do business in such jurisdiction;

(t) with respect to which such Loan Party has made any agreement with the Account Debtor for any reduction thereof, other than discounts and adjustments given in the ordinary course of business, but only to the extent of any such reduction, or any Account which was partially paid and such Loan Party created a new receivable for the unpaid portion of such Account;

(u) which does not comply in all material respects with the requirements of all material applicable laws and regulations, whether Federal (U.S. or Canadian), state, provincial, territorial or local, including without limitation the U.S. Federal Consumer Credit Protection Act, the U.S. Federal Truth in Lending Act and Regulation Z of the Board;

(v) which is for goods that have been sold under a purchase order or pursuant to the terms of a contract or other agreement or understanding (written or oral) that indicates or purports that any Person other than such Loan Party has or has had an ownership interest in such goods, or which indicates any party other than such Loan Party as payee or remittance party;

(w) which was created on cash on delivery terms; or

(x) which the Administrative Agent determines may not be paid by reason of the Account Debtor's inability to pay or which the Administrative Agent otherwise determines is unacceptable in its Permitted Discretion.

In the event that an Account of a Loan Party which was previously an Eligible Account ceases, to the actual knowledge of a Financial Officer of Parent, to be an Eligible Account hereunder, the Borrower Representative shall notify the Administrative Agent thereof promptly, and in any event no later than the time of submission to the Administrative Agent of the next Borrowing Base Certificate. In determining the

amount of an Eligible Account of a Loan Party, the face amount of an Account may, in the Administrative Agent's Permitted Discretion, be reduced by, without duplication, to the extent not reflected in such face amount, (i) the amount of all accrued and actual discounts, claims, credits or credits pending, promotional program allowances, price adjustments or finance charges (including any amount that such Loan Party may be obligated to rebate to an Account Debtor pursuant to the terms of any agreement or understanding (written or oral)) and (ii) the aggregate amount of all cash received in respect of such Account but not yet applied by such Loan Party to reduce the amount of such Account.

"Eligible Assignee" means (a) a Lender, (b) an Affiliate of a Lender, (c) an Approved Fund and (d) any other Person, other than, in each case, a natural person or Parent, any Subsidiary or any other Affiliate of Parent.

"Eligible Credit Card Accounts Receivable" means at the time of any determination thereof, each Credit Card Accounts Receivable that satisfies the following criteria at the time of creation and continues to meet the same at the time of such determination: such Credit Card Accounts Receivable (i) has been earned by performance and represents the bona fide amounts due to a Loan Party from a credit card issuer or credit card processor, and in each case is originated in the ordinary course of business of such Loan Party, and (ii) in each case is not ineligible for inclusion in the calculation of the Borrowing Base pursuant to any of clauses (a) through (o) below. Without limiting the foregoing, to qualify as an Eligible Credit Card Accounts Receivable, such Credit Card Accounts Receivable shall indicate no Person other than a Loan Party as payee or remittance party. In determining the amount to be so included, the face amount of a Credit Card Accounts Receivable shall be reduced by, without duplication, to the extent not reflected in such face amount, (i) the amount of all accrued and actual fees and charges due to the credit card issuer or credit card processor, discounts, claims, credits or credits pending, promotional program allowances, price adjustments, finance charges or other allowances (including any amount that a Loan Party may be obligated to rebate to a customer, a credit card issuer or credit card processor pursuant to the terms of any agreement or understanding) and (ii) the aggregate amount of all cash received in respect of such Credit Card Accounts Receivable but not yet applied by the Loan Parties to reduce the amount of such Credit Card Accounts Receivable. Any Credit Card Receivable included within any of the following categories shall not constitute an Eligible Credit Card Receivable:

(a) which is not earned or does not represent the bona fide amount due to a Loan Party from a credit card processor or a credit card issuer that originated in the ordinary course of business of the applicable Loan Party;

(b) which is not owned by a Loan Party or to which a Loan Party does not have good or marketable title;

(c) in which the payee of such Credit Card Account Receivable is a Person other than a Loan Party;

(d) which does not constitute an "Account" (as defined in the UCC or the PPSA) or a Payment Intangible;

(e) which has been outstanding for more than five (5) Business Days (or, in the case of American Express, 10 Business Days) from the date of sale;

(f) with respect to which the applicable credit card issuer, credit card processor or debit card or mall card issuer or provider has (i) applied for, suffered, or consented to the appointment of any receiver, interim receiver, custodian, trustee, monitor, administrator, sequestrator or liquidator of its assets, (ii) has had possession of all or a material part of its property

taken by any receiver, interim receiver, custodian, trustee, monitor, administrator, sequestrator or liquidator, (iii) filed, or had filed against it (but only so long as any such involuntary filing has not been stayed or vacated), any request or petition for liquidation, reorganization, arrangement, adjustment of debts, adjudication as bankrupt, winding-up, or voluntary or involuntary case under any state, provincial, territorial or federal bankruptcy laws, (iv) has admitted in writing its inability, or is generally unable to, pay its debts as they become due, (v) become insolvent or (vi) ceased operation of its business;

(g) which is not a valid, legally enforceable obligation of the applicable credit card issuer or credit card processor with respect thereto;

(h) which is not subject to a properly perfected first priority Lien in favor of the Administrative Agent (for the benefit of the Lender Parties);

(i) which is subject to any Lien, other than (i) a Lien in favor of the Administrative Agent (for the benefit of the Lender Parties), (ii) any Permitted Encumbrances contemplated by the applicable processor agreements and for which appropriate Reserves (as determined by the Administrative Agent in its Permitted Discretion) have been established, (iii) Liens permitted by Section 6.02(i), (iv) Liens in respect of Prior Claims that are unregistered and secure amounts that are not yet due and payable and (v) Liens that are subject to the Intercreditor Agreement;

(j) with respect to which (i) any covenant has been breached or (ii) any representation or warranty is not true in all material respects, in each case to the extent contained in this Agreement, the applicable Security Agreement or in the Credit Card Agreements relating to such Credit Card Account Receivable; provided that each such representation and warranty shall be true and correct in all respects to the extent already qualified by a materiality standard;

(k) which is subject to risk of set-off, recoupment, non-collection or not being processed due to unpaid and/or accrued credit card processor fee balances, to the extent of the lesser of the balance of the applicable Credit Card Accounts Receivable or the unpaid credit card processor fees;

(l) which is evidenced by “chattel paper” or an “instrument” of any kind unless such “chattel paper” or “instrument” is in the possession of the Administrative Agent, and to the extent necessary or appropriate, endorsed to the Administrative Agent;

(m) which the Administrative Agent in its Permitted Discretion determines may not be paid by reason of the applicable credit card processor’s, credit card issuer’s or debit card or mall card issuer’s or provider’s inability to pay;

(n) which represents a deposit or partial payment in connection with the purchase of Inventory of such Loan Party;

(o) which is not subject to a Credit Card Notification; or

(p) which does not meet such other usual and customary eligibility criteria for Credit Card Accounts Receivable in the Loan Parties’ industry generally as the Administrative Agent in its Permitted Discretion may determine from time to time; provided, however, that the Administrative Agent shall not add any additional eligibility criteria (or amend any then-existing eligibility criteria to make the same more restrictive) without giving at least four (4) Business Days’ prior notice to the Borrower Representative.

In the event that (a) a Financial Officer of Parent has actual knowledge that any credit card issuer, credit card processor or debit card or mall card issuer or provider with respect to Eligible Credit Card Accounts Receivable ceases to comply with the requirements of clause (f) above or (b) a Credit Card Account Receivable which was previously an Eligible Credit Card Account Receivable ceases to be an Eligible Credit Card Account Receivable hereunder (other than by reason of clause (m) or (p) above), the applicable Loan Party or the Borrower Representative shall notify the Administrative Agent thereof promptly, and in any event not later than the time of submission to the Administrative Agent of the next Borrowing Base Certificate.

In determining the amount of an Eligible Credit Card Account Receivable, the face amount of a Credit Card Account Receivable may, in the Administrative Agent's Permitted Discretion, be reduced by, without duplication, to the extent not reflected in such face amount, (i) the amount of all accrued and actual discounts, credits or credits pending, price adjustments or finance charges (including any amount that any Loan Party may be obligated to rebate to an Account Debtor pursuant to the terms of any agreement or understanding (written or oral)) applicable to such Credit Card Account Receivable, (ii) the aggregate amount of all cash received in respect of such Credit Card Account Receivable but not yet applied by any Loan Party to reduce the amount of such Credit Card Account Receivable and (iii) the amount of all customary fees and expenses in connection with any credit card arrangement.

"Eligible Inventory" means, as of the date of determination thereof, without duplication, items of Inventory of a Loan Party that are finished goods or blank inventory (or, solely in the case of the U.S. Loan Parties, uncut fabric bolsters), merchantable and readily saleable in the ordinary course of the Loan Parties' business, in each case that, except as otherwise agreed by the Administrative Agent, is not excluded as ineligible by virtue of one or more of the criteria set forth below. The following items of Inventory shall not be included in Eligible Inventory:

(a) which is not subject to a first priority perfected Lien in favor of the Administrative Agent (for the benefit of the Lender Parties);

(b) which is subject to any Lien other than (i) a Lien in favor of the Administrative Agent (for the benefit of the Lender Parties), (ii) a Permitted Encumbrance which does not have priority over the Lien in favor of the Administrative Agent (for the benefit of the Lender Parties), (iii) Liens in respect of Prior Claims that are unregistered and secure amounts that are not yet due and payable, and (iv) Liens that are subject to the Intercreditor Agreement;

(c) which is unmerchantable, defective, damaged or unfit for sale (as such terms are customarily used in the Loan Parties' industry), or is not salable at prices approximating at least the cost of such Inventory in the ordinary course of business or is unacceptable due to age, type, category and/or quantity, in each case, consistent in all material respects with the usage of such terms in the most recent inventory appraisal received by the Administrative Agent (which, prior to delivery of a new appraisal (in the Borrower's sole discretion) to the Administrative Agent that is reasonably satisfactory to the Administrative Agent, shall mean the inventory appraisals most recently delivered to the Administrative Agent prior to the Effective Date pursuant to the Prepetition Credit Agreement);

(d) with respect to which any covenant, representation, or warranty contained in this Agreement or the applicable Security Agreement has been breached or is not true or which does not conform in all material respects to all standards imposed by any applicable Governmental Authority;

(e) in which any Person other than such Loan Party shall (i) have any direct or indirect ownership, interest or title to such Inventory or (ii) be indicated on any purchase order or invoice with respect to such Inventory as having or purporting to have an interest therein;

(f) which is not finished goods or blank inventory (or, solely in the case of the U.S. Loan Parties, uncut fabric bolsters) or which constitutes packaging and shipping material, samples, prototypes, displays or display items, bill-and-hold goods, goods that are returned or marked for return, repossessed goods, goods held on consignment, or goods which are not of a type held for sale in the ordinary course of business (for the avoidance of doubt, sales in the ordinary course of business includes clearance sales);

(g) which is not located in the United States or, solely in the case of Inventory of a Canadian Loan Party, Canada or is in transit with a common carrier from vendors and suppliers; provided that up to \$50,000,000 of such Inventory in transit shall not be excluded from being Eligible Inventory pursuant to this clause (g) so long as (i) the Administrative Agent shall have received (1) a true and correct copy of the bill of lading and other shipping documents for such Inventory (and, if such Inventory is in transit from outside the United States, such bill of lading is negotiable), (2) evidence of satisfactory casualty insurance naming the Administrative Agent as loss payee and otherwise covering such risks as the Administrative Agent may reasonably request, (3) confirmation that the applicable Loan Party has paid for the goods (unless such Loan Party's payment obligations are covered by a Commercial Letter of Credit or a private label letter of credit) or that the applicable Loan Party has title to such Inventory (together with such evidence thereof as the Administrative Agent may from time to time require) and (4) if the bill of lading is (A) non-negotiable, a duly executed Collateral Access Agreement or other bailee agreement reasonably satisfactory to the Administrative Agent from the applicable customs broker for such Inventory, or (B) negotiable, confirmation that the bill is issued in the name of such Loan Party and consigned to the order of the Administrative Agent, and a reasonably acceptable agreement has been executed with such Loan Party's customs broker, in which the customs broker agrees that it holds the negotiable bill as agent for the Administrative Agent and will follow instructions of the Administrative Agent with respect to the disposition thereof and of the goods, (ii) the common carrier is not an Affiliate of the applicable vendor or supplier and (iii) the customs broker is not an Affiliate of any Loan Party;

(h) which is located in any location leased by the applicable Loan Party (other than any retail store of such Loan Party located in a jurisdiction that does not provide for a common law or statutory landlord's lien on the personal property of tenants that would be prior or superior to that of the Administrative Agent) unless (i) the lessor (and any mortgagee, if applicable) has delivered to the Administrative Agent a Collateral Access Agreement or (ii) a Rent Reserve has been established by the Administrative Agent in its Permitted Discretion;

(i) which is located at an owned location subject to mortgage in favor of a Person other than the Administrative Agent, unless the mortgagee is party to the Intercreditor Agreement or has delivered a Collateral Access Agreement or other mortgagee agreement in form and substance satisfactory to the Administrative Agent in its Permitted Discretion;

(j) which is located in any third party warehouse or is in the possession of a bailee (other than a third party processor) and is not evidenced by a Document (other than bills of lading to the extent permitted pursuant to clause (g) above), unless (i) such warehouseman or bailee has delivered to the Administrative Agent a Collateral Access Agreement and such other documentation as the Administrative Agent may require or (ii) an appropriate Reserve has been established by the Administrative Agent in its Permitted Discretion; provided that up to

\$10,000,000 at any one time of such Inventory described in this clause (i) and not meeting the requirements of the preceding subclauses (i) and (ii) may be included as Eligible Inventory to the extent such Inventory is being held for not more than 60 days in a warehouse pending delivery to a store upon the initial opening thereof (including the initial opening after the renovation or remodeling of a store);

(k) which is being processed offsite at a third party location or outside processor, or is in-transit to or from said third party location or outside processor;

(l) which is the subject of a consignment by a Loan Party as consignor;

(m) which contains or bears any intellectual property rights licensed to a Loan Party unless the Administrative Agent is satisfied that it may sell or otherwise dispose of such Inventory without (i) infringing the rights of such licensor, (ii) violating any contract with such licensor or (iii) incurring any liability with respect to payment of royalties other than royalties incurred pursuant to sale of such Inventory under the current licensing agreement;

(n) which is not reflected in a current perpetual inventory report of the applicable Loan Party (unless such Inventory is reflected in a report to the Administrative Agent as “in transit” Inventory);

(o) for which reclamation rights have been asserted by the seller; and

(p) which does not meet such other eligibility criteria for Inventory as the Administrative Agent in its Permitted Discretion may determine from time to time;

provided further that in determining the value of the Eligible Inventory, such value shall be reduced by, without duplication, any amounts representing (i) Vendor Rebates; (ii) costs included in Inventory relating to advertising; (iii) to the extent determined by the Administrative Agent in its Permitted Discretion to be appropriate, the shrink reserve; (iv) the unreconciled discrepancy between the general inventory ledger and the perpetual inventory ledger, to the extent the general inventory ledger reflects less Inventory than the perpetual inventory ledger; and (v) a reserve for Inventory which is designated or demanded to be returned to or retained by the applicable vendor or which is recognized as damaged or off quality by the applicable Loan Party.

In the event that a Financial Officer of the Parent has actual knowledge that Inventory at any location having a fair market value of \$7,500,000 or more which was previously Eligible Inventory ceases to be Eligible Inventory hereunder (other than by reason of clause (o) above), such Loan Party or the Borrower Representative shall promptly notify the Administrative Agent thereof and, in any event, not later than the submission to the Administrative Agent of the next Borrowing Base Certificate hereunder; provided further that the Administrative Agent may, in its Permitted Discretion, upon receipt of such notice as set forth above, adjust the applicable Borrowing Base to reflect such change in Eligible Inventory.

“Eligible Rental Inventory” means, as of the date of determination thereof, without duplication, items of Rental Product of a Loan Party that are not excluded as ineligible by virtue of one or more of the criteria set forth below. The following items of Rental Product shall not be included in Eligible Rental Inventory:

(a) which does not meet the requirements set forth in clauses (a), (b), (d), (e), (f), (i), (j), (k), (l) or (n) of the definition of “Eligible Inventory”;

(b) which is unmerchantable, defective, damaged or unfit for rental (as such terms are customarily used in the Loan Parties' industry), or is unacceptable due to age, type, category and/or quantity, in each case, consistent in all material respects with the usage of such terms in the most recent appraisal received by the Administrative Agent (which, prior to delivery of a new appraisal (in the Borrower's sole discretion) to the Administrative Agent that is reasonably satisfactory to the Administrative Agent, shall mean the appraisals most recently delivered to the Administrative Agent prior to the Effective Date pursuant to the Prepetition Credit Agreement);

(c) which is not located in the United States or, solely in the case of Rental Product of a Canadian Loan Party, Canada, or is in transit with a common carrier from vendors and suppliers; provided that up to \$10,000,000 of such Rental Product in transit shall not be excluded from being Eligible Rental Inventory pursuant to this clause (c) so long as (i) the Administrative Agent shall have received (1) a true and correct copy of the bill of lading and other shipping documents for such Rental Product (and, if such Rental Product are in transit from outside the United States, such bill of lading is negotiable), (2) evidence of satisfactory casualty insurance naming the Administrative Agent as loss payee and otherwise covering such risks as the Administrative Agent may reasonably request, (3) confirmation that the applicable Loan Party has paid for the goods (unless such Loan Party's payment obligations are covered by a Commercial Letter of Credit or a private label letter of credit) or that the applicable Loan Party has title to such Rental Product (together with such evidence thereof as the Administrative Agent may from time to time require) and (4) if the bill of lading is (A) non-negotiable, a duly executed Collateral Access Agreement or other bailee agreement reasonably satisfactory to the Administrative Agent from the applicable customs broker for such Rental Product, or (B) negotiable, confirmation that the bill is issued in the name of such Loan Party and consigned to the order of the Administrative Agent, and a reasonably acceptable agreement has been executed with such Loan Party's customs broker, in which the customs broker agrees that it holds the negotiable bill as agent for the Administrative Agent and will follow instructions of the Administrative Agent with respect to the disposition thereof and of the goods, (ii) the common carrier is not an Affiliate of the applicable vendor or supplier and (iii) the customs broker is not an Affiliate of any Loan Party;

(d) (i) which is located in any third party warehouse or is in the possession of a bailee (other than a third party processor or rental customer) and is not evidenced by a Document (other than bills of lading to the extent permitted pursuant to clause (c) above), unless (i) such warehouseman or bailee has delivered to the Administrative Agent a Collateral Access Agreement and such other documentation as the Administrative Agent may require or (ii) an appropriate Reserve has been established by the Administrative Agent in its Permitted Discretion; provided that up to \$5,000,000 at any one time of such Rental Product described in this clause (d) and not meeting the requirements of the preceding subclauses (i) and (ii) may be included as Eligible Rental Inventory to the extent such rentals are being held for not more than 60 days in a warehouse pending delivery to a store upon the initial opening thereof (including the initial opening after the renovation or remodeling of a store);

(e) which is not reflected in a current rental inventory report of the applicable Loan Party in a form reasonably acceptable to the Administrative Agent;

(f) which is reflected in an internal report of the applicable Loan Party as "damaged", "hold", "laundry", "lost", "repair" or "ship", or such similar designation used by the Loan Parties from time to time; and

(g) which does not meet such other eligibility criteria for Rental Product as the Administrative Agent in its Permitted Discretion may determine from time to time;

provided further that in determining the value of the Eligible Rental Inventory, such value shall be reduced by, without duplication, any amounts representing (i) Vendor Rebates; (ii) costs included in Eligible Rental Inventory relating to advertising; (iii) to the extent determined by the Administrative Agent in its Permitted Discretion to be appropriate, the shrink reserve; and (iv) a reserve for Rental Product which is designated or demanded to be returned to or retained by the applicable vendor or which is recognized as damaged or off quality by the applicable U.S. Borrower.

In the event that a Financial Officer of the Borrower Representative has actual knowledge that Rental Product at any location having a fair market value of \$7,500,000 or more which was previously Eligible Rental Inventory ceases to be Eligible Rental Inventory hereunder (other than by reason of clause (f) above), such U.S. Borrower or the Borrower Representative shall promptly notify the Administrative Agent thereof and, in any event, not later than the submission to the Administrative Agent of the next Borrowing Base Certificate hereunder; provided further that the Administrative Agent may, in its Permitted Discretion, upon receipt of such notice as set forth above, adjust the U.S. Borrowing Base to reflect such change in Eligible Rental Inventory.

“Eligible Successor Agent” means (x) a bank or financial institution that is organized under the laws of the United States or any State or district thereof with an office in New York, New York which has a combined capital surplus of at least \$200,000,000 or (y) in the case of the Canadian Administrative Agent only, an Affiliate of the Administrative Agent acting through a branch or an office in Canada.

“Environment” means ambient air, indoor air, surface water, groundwater, drinking water, land surface and subsurface strata & natural resources such as wetlands, flora and fauna.

“Environmental Laws” means all applicable federal, state, and local laws (including common law), regulations, rules, ordinances, codes, decrees, judgments, directives, orders (including consent orders), orders-in-council, and binding agreements with any Governmental Authority in each case, relating to pollution or protection of the Environment, human health and safety (to the extent related to exposure to Hazardous Materials), or the presence, Release of, or exposure to, Hazardous Materials, or the generation, manufacture, processing, distribution, use, treatment, storage, transport, recycling or handling of, or the arrangement for such activities with respect to, Hazardous Materials.

“Environmental Liability” means any liability, claim, action, suit, agreement, judgment or order arising under or relating to any Environmental Law for any damages, injunctive relief, losses, fines, penalties, fees, expenses (including reasonable fees and expenses of attorneys and consultants) or costs, whether contingent or otherwise, including those arising from or relating to: (a) compliance or non-compliance with any Environmental Law or permit, license or approval issued thereunder, (b) the generation, use, handling, transportation, storage, treatment or disposal of any Hazardous Materials, (c) exposure to any Hazardous Materials, (d) the Release or threat of Release of any Hazardous Materials or (e) any contract, agreement or other consensual arrangement pursuant to which liability is assumed or imposed with respect to any of the foregoing.

“Equity Interests” means shares of capital stock, partnership interests, membership interests in a limited liability company, beneficial interests in a trust or other equity ownership interests in a Person, and any warrants, options or other rights entitling the holder thereof to purchase or acquire any such equity interest (other than, prior to the date of such conversion, any Indebtedness that is convertible into any such Equity Interests).

“ERISA” means the Employee Retirement Income Security Act of 1974.

“ERISA Affiliate” means any trade or business (whether or not incorporated) that, together with any Loan Party, is treated as a single employer under Section 414(b) or 414(c) of the Code or, solely for purposes of Section 302 of ERISA and Section 412 of the Code, is treated as a single employer under Section 414(m) or 414(o) of the Code.

“ERISA Event” means (a) any “reportable event,” as defined in Section 4043(c) of ERISA or the regulations issued thereunder with respect to a Plan (other than an event for which the 30-day notice period is waived), (b) any failure by any Plan to satisfy the minimum funding standard (within the meaning of Section 412 of the Code or Section 302 of ERISA) applicable to such Plan, in each case whether or not waived or a failure to make a required contribution to a Multiemployer Plan, (c) the filing pursuant to Section 412(c) of the Code or Section 302(c) of ERISA, of an application for a waiver of the minimum funding standard with respect to any Plan, (d) a determination that any Plan is in “at-risk” status (as defined in Section 303(i)(4) of ERISA or Section 430(i)(4) of the Code), (e) the incurrence by any Loan Party or any ERISA Affiliate of any liability under Title IV of ERISA (other than PBGC premiums due but not delinquent under Section 4007 of ERISA), (f) the receipt by any Loan Party or any ERISA Affiliate from the PBGC or a plan administrator of any notice relating to an intention to terminate any Plan or Plans or to appoint a trustee to administer any Plan under Section 4042 of ERISA, (g) an event or condition which constitutes grounds under Section 4042 of ERISA for the termination of, or the appointment of a trustee to administer, any Plan or Multiemployer Plan; (h) the incurrence by any Loan Party or any ERISA Affiliate of any liability with respect to the withdrawal or partial withdrawal from any Plan (including any liability under Section 4062(e) of ERISA) or Multiemployer Plan, (i) the receipt by any Loan Party or any ERISA Affiliate of any notice concerning the imposition of Withdrawal Liability or a determination that a Multiemployer Plan is insolvent, within the meaning of Title IV of ERISA, or in “endangered” or “critical” status, within the meaning of Section 305 of ERISA or Section 432 of the Code, (j) a failure by any Loan Party or any ERISA Affiliate to pay when due (after expiration of any applicable grace period) any installment payment with respect to Withdrawal Liability, or (k) the occurrence of a non-exempt “prohibited transaction” (as defined in Section 4975 of the Code or Section 406 of ERISA) with respect to which any Loan Party or any ERISA Affiliate is a “disqualified person” (within the meaning of Section 4975 of the Code) or a “party in interest” (within the meaning of Section 406 of ERISA) or could otherwise reasonably be expected to be liable.

“EU Bail-In Legislation Schedule” means the EU Bail-In Legislation Schedule published by the Loan Market Association (or any successor Person), as in effect from time to time.

“Euro” or “€” means the single currency of the Participating Member States.

“Eurodollar,” when used in reference to any Loan or Borrowing, refers to whether such Loan, or the Loans comprising such Borrowing, bears interest at a rate determined by reference to the Adjusted LIBO Rate.

“European Union” means the region comprised of member states of the European Union pursuant to the Treaty on the European Union.

“Events of Default” has the meaning set forth in Article VII.

“Exchange Act” means the United States Securities Exchange Act of 1934.

“Excluded Account” means any deposit account or securities account of a Loan Party of the type described in the definition of “Excluded Accounts” in the applicable Security Agreement.

“Excluded Subsidiary” means (a) any Subsidiary that is not a wholly owned Subsidiary of Parent, (b) any Foreign Subsidiary of Parent, (c) any Domestic Subsidiary that is a direct or indirect Subsidiary of a Foreign Subsidiary of Parent that is a CFC and (d) any CFC Holdco, (e) any Subsidiary that is prohibited or restricted by applicable law from providing a Loan Guarantee of the applicable Guaranteed Obligations or if such Loan Guarantee would require governmental (including regulatory) consent, approval, license or authorization unless such consent, approval, license or authorization has been received, (f) any Subsidiary that is a not-for-profit organization, (g) [reserved], (h) any Subsidiary that is an Immaterial Subsidiary (unless Parent otherwise elects), and (i) any other Subsidiary with respect to which, in the reasonable judgment of the Administrative Agent (confirmed in writing by notice to Parent), the cost or other consequences of becoming a Loan Guarantor shall be excessive in view of the benefits to be obtained by the Lenders therefrom. Notwithstanding the foregoing, no Canadian Subsidiary shall be excluded from being required to become a Loan Party pursuant to clauses (b), (c) or (d), above.

“Excluded Swap Obligation” means, with respect to any Loan Party, any Swap Obligation if, and to the extent that, all or a portion of the Loan Guarantee of such Loan Party of, or the grant by such Loan Party of a security interest to secure, such Swap Obligation (or any Loan Guarantee thereof) is or becomes illegal under the Commodity Exchange Act or any rule, regulation or order of the Commodity Futures Trading Commission (or the application or official interpretation of any thereof) by virtue of such Loan Party’s failure for any reason to constitute an “eligible contract participant” as defined in the Commodity Exchange Act and the regulations thereunder at the time the Loan Guarantee of such Loan Party or the grant of such security interest becomes effective with respect to such Swap Obligation. If a Swap Obligation arises under a master agreement governing more than one swap, such exclusion shall apply only to the portion of such Swap Obligation that is attributable to swaps for which such Loan Guarantee or security interest is or becomes illegal.

“Excluded Taxes” means any of the following Taxes imposed on or with respect to a Recipient or required to be withheld or deducted from a payment to a Recipient, (a) Taxes imposed on or measured by such Recipient’s net income (however denominated), franchise Taxes, and branch profits Taxes, in each case, imposed by a jurisdiction as a result of such Recipient being organized under the laws of, or having its principal office or, in the case of any Lender, its applicable lending office located in, such jurisdiction or as a result of any other present or former connection between such Recipient and such jurisdiction (other than connections arising from such Recipient having executed, delivered, become a party to, performed its obligations under, received payments under, received or perfected a security interest under, engaged in any other transaction pursuant to or enforced any Loan Document and/or sold or assigned an interest in any Loan Document), (b) withholding Taxes imposed on amounts payable to or for the account of any Lender with respect to an applicable interest in a Loan or Revolving Commitment pursuant to a law in effect on the date on which (i) such Lender acquires such interest in the applicable Revolving Commitment (or, to the extent a Lender acquires an interest in a Loan not funded pursuant to a prior Commitment, acquires such interest in such Loan) (in each case, other than pursuant to an assignment request under Section 2.19(b)) or (ii) such Lender changes its lending office, except in each case under clause (i) or (ii) to the extent that, pursuant to Section 2.17, amounts with respect to such Taxes were payable either to such Lender’s assignor immediately before such Lender acquired the applicable interest in such Loan or Revolving Commitment, as applicable, or to such Lender immediately before it changed its lending office, (c) any Taxes attributable to a Recipient’s failure to comply with Section 2.17(e), (d) any withholding Taxes imposed under FATCA and (e) Taxes imposed under the ITA payable by virtue of the Recipient being a Person with whom a Canadian Loan Party does not deal at arm’s length for purposes of the ITA or being a “specified nonresident shareholder” (as that term is defined in subsection 18(5) of the ITA) of a Canadian Loan Party or a Person not dealing at arm’s length with such a “specified nonresident shareholder” for purposes of the ITA (other than any such non-arm’s length relationship arising from such Recipient having executed, delivered, become a party to, performed its obligations under, received payments under, received

or perfected a security interest under, engaged in any other transaction pursuant to or enforced any Loan Document and/or sold or assigned an interest in any Loan Document).

“Existing Letters of Credit” means the letters of credit referred to in Section 2.06(k) of the Disclosure Letter.

“Exit Facility Agreement” means the credit agreement that is approved by the Confirmation Order and entered into on the Conversion Date that has been negotiated in good faith by the Loan Parties, the Administrative Agent and the Lenders and that is consistent in all material respects with the terms set forth in the Exit Facility Term Sheet and any related schedules and exhibits attached thereto; *provided*, that such credit agreement shall have been made available and is satisfactory to the Administrative Agent, the Issuing Banks and all Lenders.

“Exit Facility Term Sheet” means the term sheet attached as Exhibit G hereto, as amended, supplemented or otherwise modified from time to time in accordance with the terms of this Agreement.

“Extraordinary Receipt” means any cash received by any Person (net of all losses and expenses incurred by such Person, and all Taxes paid (or reasonably estimated to be payable) by the Parent and the Subsidiaries, in connection with the event resulting in the Extraordinary Receipt) in an aggregate amount in excess of \$5,000,000 in respect of tax refunds, pension plan reversions, indemnity payments and purchase price adjustments (but not, for the avoidance of doubt, with respect to any Prepayment Event described in clauses (a) through (c) thereof).

“Facility” means each of the U.S. Facility and the Canadian Facility.

“FATCA” means Sections 1471 through 1474 of the Code, as of the Effective Date (or any amended or successor version that is substantively comparable and not materially more onerous to comply with) and any current or future Treasury regulations or other official interpretations thereof, any agreements entered into pursuant to current Section 1471(b) of the Code (or any amended or successor version described above) and any fiscal or regulatory legislation, rules or practices adopted pursuant to any intergovernmental agreement, treaty or convention among Governmental Authorities and implementing such Sections of the Code.

“Federal Funds Effective Rate” means, for any day, the rate calculated by the NYFRB based on such day’s federal funds transactions by depository institutions, as determined in such manner as the NYFRB shall be set forth on the Federal Reserve Bank of New York’s Website from time to time, and published on the next succeeding Business Day by the NYFRB as the federal funds effective rate, provided that if the Federal Funds Effective Rate shall be less than zero, such rate shall be deemed to zero for the purposes of this Agreement.

“Fee Letters” means, collectively, the Agent Fee Letter and the Lender Fee Letter.

“Final Order” means, collectively, the order of the Court entered in the Cases after a final hearing under Bankruptcy Rule 4001(c)(2) or such other procedures as approved by the Court, which order shall be satisfactory in form and substance to the Administrative Agent and from which no appeal or motion to reconsider has been timely filed, or if timely filed, such appeal or motion to reconsider has been dismissed or denied with no further appeal and the time for filing such appeal has passed (unless Administrative Agent waives such requirement), together with all extensions, modifications, and amendments thereto, in form and substance satisfactory to the Administrative Agent, which, among other matters but not by way of limitation, authorizes the Loan Parties to obtain credit, incur (or guaranty) Indebtedness, and grant Liens

under this Agreement and the other Loan Documents, as the case may be, and provides for the super-priority of the Administrative Agent's and the Lenders' claims.

"Financial Officer" means, with respect to any Person, the chief financial officer, principal accounting officer, treasurer, assistant treasurer, chief restructuring officer or controller of such Person.

"Foreign Lender" means a Lender that is not a U.S. Person.

"Foreign Subsidiary" means any Subsidiary of Parent, other than a Domestic Subsidiary.

"Funding Accounts" means the deposit account(s) of the Borrowers to which the Administrative Agent or the Swingline Lender is authorized by the Borrowers (or by the Borrower Representative on their behalf) to transfer the proceeds of any Borrowings requested or authorized pursuant to this Agreement.

"GAAP" means generally accepted accounting principles in the United States of America, applied in accordance with the consistency requirements thereof.

"Gift Card Reserve" means, at any time, the sum of (a) 50% of the aggregate remaining amount at such time of outstanding gift certificates and gift cards sold by the Loan Parties entitling the holder thereof to use all or a portion of the certificate or gift card to pay all or a portion of the purchase price of Inventory and (b) 100% of the aggregate amount at such time of outstanding customer deposits and merchandise credits entitling the holder thereof to use all or a portion of such deposit or credit to pay all or a portion of the purchase price of Inventory or deposits for Rental Product.

"Governmental Authority" means the government of the United States of America, Canada, any other nation or any political subdivision thereof, whether provincial, territorial, state or local, and any agency, authority, instrumentality, regulatory body, court, central bank or other entity exercising executive, legislative, judicial, taxing, regulatory or administrative powers or functions of or pertaining to government (including any supra-national body exercising such powers or functions, such as the European Union or the European Central Bank).

"Guarantee" of or by any Person (the "guarantor") means any obligation, contingent or otherwise, of the guarantor guaranteeing or having the economic effect of guaranteeing any Indebtedness or other obligation of any other Person (the "primary obligor") in any manner, whether directly or indirectly, and including any obligation of the guarantor, direct or indirect, (a) to purchase or pay (or advance or supply funds for the purchase or payment of) such Indebtedness or other obligation or to purchase (or to advance or supply funds for the purchase of) any security for the payment thereof, (b) to purchase or lease property, securities or services for the purpose of assuring the owner of such Indebtedness or other obligation of the payment thereof, (c) to maintain working capital, equity capital or any other financial statement condition or liquidity of the primary obligor so as to enable the primary obligor to pay such Indebtedness or other obligation or (d) as an account party in respect of any letter of credit or letter of guaranty issued to support such Indebtedness or other obligation; provided that the term "Guarantee" shall not include endorsements for collection or deposit in the ordinary course of business. The amount, as of any date of determination, of any Guarantee shall be the principal amount outstanding on such date of Indebtedness or other obligation guaranteed thereby (or, in the case of (i) any Guarantee the terms of which limit the monetary exposure of the guarantor or (ii) any Guarantee of an obligation that does not have a principal amount, the maximum monetary exposure as of such date of the guarantor under such Guarantee (as determined, in the case of clause (i), pursuant to such terms or, in the case of clause (ii), reasonably and in good faith by a Financial Officer of Parent)).

"Guaranteed Obligations" has the meaning set forth in Section 10.01.

“Hazardous Materials” means any chemical, material, substance or waste that is prohibited, limited or regulated by or pursuant to any applicable Environmental Law, including, without limitation, any petroleum products or byproducts and all other hydrocarbons, coal ash, radon gas, asbestos-containing materials, urea formaldehyde foam insulation, polychlorinated biphenyls, chlorofluorocarbons and all other ozone-depleting substances or mold.

“Hypothecary Representative” has the meaning set forth in Article VIII.

“Immaterial Subsidiary” means, at any date of determination, any Subsidiary that, at the last day of the most recently ended fiscal quarter of Parent for which financial statements have theretofore been most recently delivered pursuant to Sections 4.01(h), 5.01(a) or 5.01(b), accounted for less than (x) 2.5% of Total Assets at such date and (y) less than 2.5% of the consolidated revenues of Parent and its Subsidiaries for the most recent four fiscal quarter period ending on or prior to such date; provided that, notwithstanding the above, “Immaterial Subsidiary” shall exclude any of the Parent’s Subsidiaries designated in writing to the Administrative Agent, by a responsible officer of Parent (which Parent shall be required to designate (and hereby undertakes to designate) to the extent necessary to ensure that Immaterial Subsidiaries, in the aggregate, accounted for, at the last day of any fiscal quarter of Parent for which financial statements have theretofore been most recently delivered pursuant to Sections 4.01(h), 5.01(a) or 5.01(b), less than 5.0% of Total Assets at such date and less than 5.0% of consolidated revenues of Parent and its Subsidiaries for the four fiscal quarter period ending on such date).

“Impacted Interest Period” has the meaning set forth in the definition of “LIBO Rate.”

“Indebtedness” of any Person means, without duplication, (a) all obligations of such Person for borrowed money or with respect to deposits or advances of any kind, (b) all obligations of such Person evidenced by bonds, debentures, notes or similar instruments, (c) all obligations of such Person under conditional sale or other title retention agreements relating to property acquired by such Person (excluding trade accounts payable incurred in the ordinary course of business), (d) all obligations of such Person in respect of the deferred purchase price of property or services (excluding (i) current accounts payable incurred in the ordinary course of business, (ii) deferred compensation payable to directors, officers or employees of Parent or any Subsidiary and (iii) any purchase price adjustment or earnout incurred in connection with an acquisition, except to the extent that the amount payable pursuant to such purchase price adjustment or earnout is, or becomes, reasonably determinable), (e) all Capital Lease Obligations and Synthetic Lease Obligations of such Person, (f) all obligations, contingent or otherwise, of such Person as an account party in respect of letters of credit and letters of guaranty, (g) all obligations, contingent or otherwise, of such Person in respect of bankers’ acceptances, (h) all Indebtedness of others secured by (or for which the holder of such Indebtedness has an existing right, contingent or otherwise, to be secured by) any Lien on property owned or acquired by such Person, whether or not the Indebtedness secured thereby has been assumed by such Person (but only to the extent of the lesser of (x) the amount of such Indebtedness and (y) the fair market value of such property, if such Indebtedness has not been assumed by such Person), and (i) all Guarantees by such Person of Indebtedness of others. The Indebtedness of any Person shall include the Indebtedness of any other Person (including any partnership in which such Person is a general partner) to the extent such Person is liable therefor by contract, as a matter of law or otherwise as a result of such Person’s ownership interest in or other relationship with such other Person, except to the extent the terms of such Indebtedness provide that such Person is not liable therefor.

“Indemnified Taxes” means (a) all Taxes, other than Excluded Taxes, imposed on or with respect to any payment made by or on account of any obligation of any Loan Party under any Loan Document and (b) to the extent not otherwise described in clause (a), all Other Taxes.

“Indemnatee” has the meaning set forth in Section 9.03(b).

“Information” has the meaning set forth in Section 9.12.

“Information Officer” shall mean Grant Thornton in its capacity as the Canadian Court-appointed information officer in the Canadian Case, and any court-appointed successor thereto.

“Insolvency Laws” means each of the Bankruptcy Code, the Bankruptcy and Insolvency Act (Canada), the Companies’ Creditors Arrangement Act (Canada), the Winding-Up and Restructuring Act (Canada), in each case as amended, and any other applicable state, provincial, territorial or federal bankruptcy laws, each as now and hereafter in effect, any successors to such statutes and any other applicable insolvency or other similar law of any jurisdiction, including any corporate law of any jurisdiction permitting a debtor to obtain a stay or a compromise of the claims of its creditors against it and including any rules and regulations pursuant thereto.

“Intercompany Subordination Agreement” means the Intercompany Subordination Agreement dated as of the Effective Date, by and among the Borrowers and Subsidiaries party thereto, as the same may be amended in accordance with the terms hereof and thereof.

“Intercreditor Acknowledgment” means that certain Acknowledgment and Agreement, dated as of the Effective Date, by and among the Administrative Agent, the Prepetition Agent and the Term Agent, and acknowledged by the Loan Parties.

“Intercreditor Agreement” means the Intercreditor Agreement, dated as of June 18, 2014, among the U.S. Borrowers, the Prepetition Agent and the administrative agent, collateral agent, collateral trustee or a similar representative for the Term Credit Agreement, as supplemented and modified by the Intercreditor Acknowledgment, and as may be further amended, amended and restated, supplemented or otherwise modified and in effect from time to time.

“Interest Election Request” means a request by the Borrower Representative to convert or continue a Revolving Borrowing in accordance with Section 2.08, which shall be, in the case of any such written request, in the form of Exhibit F or any other form approved by the Administrative Agent.

“Interest Payment Date” means (a) with respect to any ABR Loan (other than a Protective Advance or an Overadvance) or Canadian Prime Rate Loan, the first Business Day of each calendar quarter and the Maturity Date, (b) with respect to any Eurodollar Loan or CDOR Rate Loan, the last day of the Interest Period applicable to the Borrowing of which such Loan is a part and, in the case of a Eurodollar Borrowing with an Interest Period of more than three (3) months’ duration, such day or days prior to the last day of such Interest Period as shall occur at intervals of three (3) months’ duration after the first day of such Interest Period, and the Maturity Date, and (c) with respect to any Protective Advance or Overadvance, the day that such Loan is required to be repaid and the Maturity Date.

“Interest Period” means (a) with respect to any Eurodollar Borrowing, the period commencing on the date of such Borrowing and ending on the numerically corresponding day in the calendar month that is one, two, three or six months (or, with the consent of each Lender twelve months) thereafter and (b) with respect to any CDOR Rate Borrowing, the period commencing on the date of such Borrowing and ending on the date which is one, two, three or six months thereafter, in each case, as the Borrower Representative may elect; provided that (i) if any Interest Period would end on a day other than a Business Day, such Interest Period shall be extended to the next succeeding Business Day unless such next succeeding Business Day would fall in the next calendar month, in which case such Interest Period shall end on the next preceding Business Day and (ii) any Interest Period that commences on the last Business Day of a calendar month (or on a day for which there is no numerically corresponding day in the last calendar month of such Interest Period) shall end on the last Business Day of the last calendar month of such Interest Period. For

purposes hereof, the date of a Borrowing initially shall be the date on which such Borrowing is made and, in the case of a Revolving Borrowing, thereafter shall be the effective date of the most recent conversion or continuation of such Borrowing.

“Interim Order” means, collectively, the order of the Court entered in the Cases after an interim hearing (assuming satisfaction of the standard prescribed in Section 324 of the Bankruptcy Code and Bankruptcy Rule 4001 and other applicable law), together with all extensions, modifications, and amendments thereto, in each case, in form and substance satisfactory to the Administrative Agent and each Lender, which, among other matters but not by way of limitation, (i) authorizes, on an interim basis, the Loan Parties to execute and perform under the terms of this Agreement and the other Loan Documents, and (ii) approves a full roll-up of all Prepetition Lender Obligations.

“Interpolated Rate” means, at any time, (i) with respect to any Eurodollar Borrowing for any Interest Period, the rate per annum (rounded to the same number of decimal places as the LIBO Screen Rate) determined by the Administrative Agent (which determination shall be conclusive and binding absent manifest error) to be equal to the rate that results from interpolating on a linear basis between (a) the LIBO Screen Rate for the longest period for which the LIBO Screen Rate is available) that is shorter than the Impacted Interest Period; and (b) the LIBO Screen Rate for the shortest period (for which that LIBO Screen Rate is available) that exceeds the Impacted Interest Period, in each case, at such time; and (ii) with respect to any CDOR Rate Loan for any Interest Period, a rate per annum determined by the Canadian Administrative Agent (which determination shall be conclusive and binding absent manifest error) to be equal to the rate that results from interpolating on a linear basis between (a) the applicable CDOR Screen Rate for the longest period (for which such CDOR Screen Rate is available) that is shorter than the Interest Period for such CDOR Rate Loan and (b) the applicable CDOR Screen Rate for the shortest period (for which such CDOR Screen Rate is available) that is longer than the Interest Period for such CDOR Rate Loan, in each case at such time.

“Inventory” has the meaning set forth in each Security Agreement.

“Investment” means, with respect to a specified Person, any Equity Interests, evidences of Indebtedness or other securities (including any option, warrant or other right to acquire any of the foregoing) of, or any capital contribution or loans or advances (other than advances made in the ordinary course of business that would be recorded as accounts receivable on the balance sheet of the specified Person prepared in accordance with GAAP) to, Guarantees of any Indebtedness or other obligations of, or any other investment (including any investment in the form of transfer of property for consideration that is less than the fair value thereof (as determined reasonably and in good faith by a Financial Officer of Parent)) in, any other Person that are held or made by the specified Person. The amount, as of any date of determination, of (a) any Investment in the form of a loan or an advance shall be the principal amount thereof outstanding on such date, without any adjustment for write-downs or write-offs (including as a result of forgiveness of any portion thereof) with respect to such loan or advance after the date thereof, (b) any Investment in the form of a Guarantee shall be determined in accordance with the definition of the term “Guarantee,” (c) any Investment in the form of a purchase or other acquisition for value of any Equity Interests, evidences of Indebtedness or other securities of any Person shall be the fair value (as determined reasonably and in good faith by a Financial Officer of Parent) of the consideration therefor (including any Indebtedness assumed in connection therewith), plus the fair value (as so determined) of all additions, as of such date of determination, thereto, and minus the amount, as of such date of determination, of any portion of such Investment repaid to the investor in cash as a repayment of principal or a return of capital, as the case may be, but without any other adjustment for increases or decreases in value of, or write-ups, write-downs or write-offs with respect to, such Investment after the time of such Investment, (d) any Investment (other than any Investment referred to in clause (a), (b) or (c) above) in the form of a transfer of Equity Interests or other property by the investor to the investee, including any such transfer in the form of a capital

contribution, shall be the fair value (as determined reasonably and in good faith by a Financial Officer of Parent) of such Equity Interests or other property as of the time of such transfer (less, in the case of any investment in the form of transfer of property for consideration that is less than the fair value thereof, the fair value (as so determined) of such consideration as of the time of the transfer), minus the amount, as of such date of determination, of any portion of such Investment repaid to the investor in cash as a return of capital, but without any other adjustment for increases or decreases in value of, or write-ups, write-downs or write-offs with respect to, such Investment after the time of such transfer, and (e) any Investment (other than any Investment referred to in clause (a), (b), (c) or (d) above) in any Person resulting from the issuance by such Person of its Equity Interests to the investor shall be the fair value (as determined reasonably and in good faith by a Financial Officer of Parent) of such Equity Interests at the time of the issuance thereof.

“IRS” means the United States Internal Revenue Service.

“Issuing Bank” means, individually and collectively as the context may require, each U.S. Issuing Bank and each Canadian Issuing Bank.

“ITA” means the Income Tax Act (Canada), as amended.

“JPMCB” means JPMorgan Chase Bank, N.A., a national banking association, in its individual capacity, and its successors.

“LC Alternative Currency” means (a) Sterling, (b) Euros or (c) any other lawful currency (other than Dollars) acceptable to the applicable Administrative Agent, and the applicable Issuing Bank or which, in the case of this clause (c), is freely transferable and convertible into Dollars and is freely available to the applicable Issuing Bank.

“LC Disbursement” means a payment made by an Issuing Bank pursuant to a Letter of Credit. The date of an LC Disbursement shall be the date of payment by the applicable Issuing Bank under a Letter of Credit or a time draft presented thereunder, as the case may be.

“LC Exposure” means, at any time, the U.S. LC Exposure and the Canadian LC Exposure.

“Lender Advisors” means the professionals and experts retained by Administrative Agent and the Required Lenders, consisting of Berkeley Research Group, LLC, Morgan Lewis & Bockius LLP, McMillan LLP and Winstead PC.

“Lender Fee Letter” means the Fee Letter dated August [], 2020, among Parent, the Administrative Agent and the other parties thereto, with respect to fees payable to the Administrative Agent for the benefit of the Lenders.

“Lender Parent” means, with respect to any Lender, any Person as to which such Lender is, directly or indirectly, a subsidiary.

“Lender Parties” means (a) the Administrative Agent, (b) the Canadian Administrative Agent, (c) the Arrangers, (d) the Co-Syndication Agents, (e) the Co-Documentation Agents, (f) the Lenders, (g) the Issuing Banks, (h) Qualified Counterparties to whom any Banking Services Obligations are owing, (i) Qualified Counterparties to whom Swap Obligations constituting Secured Obligations hereunder are owing, (j) the beneficiaries of each indemnification obligation undertaken by any Loan Party under any Loan Document and (k) the permitted successors and assigns of the foregoing.

“Lenders” means the Persons listed on Schedule 2.01 and any other Person that shall have become a party hereto pursuant to an Assignment and Assumption, other than any such Person that shall have ceased to be a party hereto pursuant to an Assignment and Assumption. Unless the context otherwise requires, the term “Lenders” includes the Swingline Lender.

“Letter of Credit” means each Existing Letter of Credit and any letter of credit or similar instrument (including a bank guarantee) acceptable to the Applicable Administrative Agent and the applicable Issuing Bank issued pursuant to this Agreement.

“LIBO Rate” means, with respect to any Eurodollar Borrowing for any Interest Period, the London interbank offered rate as administered by ICE Benchmark Association (or any other Person that takes over the administration of such rate) for dollars for a period equal in length to such Interest Period as displayed on pages LIBOR01 or LIBOR02 of the Reuters screen that displays such rate (or, in the event such rate does not appear on a Reuters page or screen, on any successor or substitute page on such screen that displays such rate, or on the appropriate page of such other information service that publishes such rate from time to time as selected by the Administrative Agent in its reasonable discretion) (in each case the “LIBO Screen Rate”) at approximately 11:00 a.m., London time, two (2) Business Days prior to the commencement of such Interest Period; provided that, if the LIBO Screen Rate shall not be available at such time for such Interest Period (an “Impacted Interest Period”) then the LIBO Rate shall be the Interpolated Rate, provided, that, if any Interpolated Rate shall be less than 0.75%, such rate shall be deemed to be 0.75% for purposes of this Agreement. Notwithstanding the foregoing, if the LIBO Rate, determined as provided above in this definition, would be less than 0.75%, the LIBO Rate shall for all purposes of this Agreement be 0.75%.

“LIBO Screen Rate” has the meaning set forth in the definition of “LIBO Rate.”

“Lien” means, with respect to any asset, (a) any mortgage, deed of trust, lien, pledge, hypothecation, charge, security interest or other encumbrance in, on or of such asset, including the Canadian Court Ordered Charges, (b) the interest of a vendor or a lessor under any conditional sale agreement, capital lease or title retention agreement (or any financing lease having substantially the same economic effect as any of the foregoing) relating to such asset and (c) in the case of securities, any purchase option, call or similar right of a third party with respect to such securities.

“Line Cap” means, as of any date of determination thereof by the Administrative Agent, an amount equal to the lesser of (i) the total Revolving Commitments then in effect and (ii) the Aggregate Borrowing Base.

“Loan Documents” means this Agreement, the Disclosure Letter, the Collateral Documents, the Fee Letters, the Intercreditor Agreement, the Intercompany Subordination Agreement, Intercreditor Acknowledgement and, except for purposes of Section 9.02, any promissory notes issued pursuant to this Agreement, any Letter of Credit applications and all other agreements, instruments, documents and certificates identified in Section 4.01 executed and delivered to, or in favor of, the Administrative Agent, the Canadian Administrative Agent or any Lender and including all other pledges, powers of attorney, consents, assignments, contracts, notices, letter of credit agreements and all other written matter whether heretofore, now or hereafter executed by or on behalf of any Loan Party, or any employee of any Loan Party, and delivered to the Administrative Agent, the Canadian Administrative Agent or any Lender in connection with this Agreement or the transactions contemplated thereby. Any reference in this Agreement or any other Loan Document to a Loan Document shall include all appendices, exhibits or schedules thereto, and all amendments, restatements, supplements or other modifications thereto, and shall refer to this Agreement or such Loan Document as the same may be in effect at any and all times such reference becomes operative.

“Loan Guarantee” means Article X of this Agreement.

“Loan Guarantor” means each Loan Party.

“Loan Parties” means the U.S. Borrowers and the Canadian Loan Parties.

“Loans” means the loans and advances made by the Lenders or the Applicable Administrative Agent pursuant to this Agreement, including Swingline Loans, Overadvances and Protective Advances.

“Material Adverse Effect” means a material adverse effect on (a) the results of operations, assets, business or financial condition of Parent and the Subsidiaries taken as a whole, excluding in any event (i) the effect of filing the Cases, the events and conditions leading up to and customarily resulting from the commencement and continuation of the Cases, the effects thereof and any action required to be taken under the Loan Documents or the Orders and the Cases themselves, (ii) any matters publicly disclosed prior to the filing of the Cases, and (iii) any matters or transactions disclosed, contemplated or required to be taken in any “first day” orders or first day” orders on a final basis, motions related thereto or in any supporting declarations thereof, (b) the ability of the Loan Parties to perform any of their monetary obligations under the Loan Documents to which it is a party, or (c) the rights of or benefits available to the Administrative Agent, the Canadian Administrative Agent, the Issuing Banks or the Lenders under the Loan Documents.

“Material Indebtedness” means Indebtedness (other than the Loans, Letters of Credit and the Loan Guarantee), or obligations in respect of one or more Swap Agreements, of any one or more of Parent and the Subsidiaries in an aggregate principal amount exceeding \$20,000,000. For purposes of determining Material Indebtedness, the “principal amount” of the obligations of Parent or any Subsidiary in respect of any Swap Agreement at any time shall be the maximum aggregate amount (giving effect to any netting agreements) that Parent or such Subsidiary would be required to pay if such Swap Agreement were terminated at such time.

“Maturity Date” means the date that is the earliest of (i) six (6) months after the Effective Date, (ii) the date of the substantial consummation (as defined in Section 1101(2) of the Bankruptcy Code) of an Acceptable Plan, (iii) the date the Court converts any of the Cases to a Chapter 7 case, (iv) the date the Court dismisses any of the Cases, (v) the date on which the Loan Parties consummate a sale of all or substantially all of the assets of the Loan Parties pursuant to section 363 of the Bankruptcy Code or otherwise, and (vi) such earlier date on which the Loans shall become due and payable by acceleration or otherwise in accordance with the terms of this Agreement and the other Loan Documents.

“Maximum Liability” has the meaning set forth in Section 10.09.

“Maximum Rate” has the meaning set forth in Section 9.16.

“Moody’s” means Moody’s Investors Service, Inc., and any successor to its rating agency business.

“Multiemployer Plan” means a “multiemployer plan” as defined in Section 4001(a)(3) of ERISA, to which any Loan Party or any ERISA Affiliate makes or is obligated to make contributions or has any ongoing obligation with respect to withdrawal liability (within the meaning of Title IV of ERISA).

“Net Orderly Liquidation Value” means, with respect to Inventory or Rental Product of any Person, the orderly liquidation value thereof, as determined on a basis consistent in all material respects with the appraisals most recently received by the Administrative Agent (which, prior to delivery of a new appraisal (in the Borrower’s sole discretion) to the Administrative Agent that is reasonably satisfactory to the

Administrative Agent, shall mean the appraisals most recently delivered to the Administrative Agent prior to the Effective Date pursuant to the Prepetition Credit Agreement).

“Net Proceeds” means, with respect to any event, (a) the cash (which term, for purposes of this definition, shall include cash equivalents) proceeds (including, in the case of any casualty, condemnation or similar proceeding, insurance, condemnation or similar proceeds) received in respect of such event, including any cash received in respect of any noncash proceeds, but only as and when received, net of (b) the sum, without duplication, of (i) all actual fees and out-of-pocket expenses paid in connection with such event by the Parent and the Subsidiaries to Persons that are not Affiliates of the Parent or any Subsidiary, (ii) in the case of a sale, transfer or other disposition (including pursuant to a casualty or a condemnation or similar proceeding) of an asset, the amount of all payments required to be made by the Parent and the Subsidiaries as a result of such event to repay Indebtedness (other than Loans and Indebtedness under the Term Credit Agreement) secured by such asset on a basis prior to the Liens, if any, on such assets securing the Obligations and (iii) the amount of all Taxes paid (or reasonably estimated to be payable) by the Parent and the Subsidiaries, and the amount of any reserves established by the Parent and the Subsidiaries in accordance with GAAP to fund purchase price adjustment, indemnification and similar contingent liabilities (other than any earnout obligations) reasonably estimated to be payable, in each case during the year that such event occurred or the next succeeding year and that are directly attributable to the occurrence of such event (as determined reasonably and in good faith by a Financial Officer of the Borrower Representative). For purposes of this definition, in the event any contingent liability reserve established with respect to any event as described in clause (b)(iii) above shall be reduced, the amount of such reduction shall, except to the extent such reduction is made as a result of a payment having been made in respect of the contingent liabilities with respect to which such reserve has been established, be deemed to be receipt, on the date of such reduction, of cash proceeds in respect of such event.

“Non-Consenting Lender” has the meaning set forth in Section 9.02(d).

“Non-Paying Borrower” has the meaning set forth in Section 10.10.

“NYFRB” means the Federal Reserve Bank of New York.

“NYFRB Rate” means, for any day, the greater of (a) the Federal Funds Effective Rate in effect on such day and (b) the Overnight Bank Funding Rate in effect on such day (or for any day that is not a Business Day, for the immediately preceding Business Day); provided that if none of such rates are published for any day that is a Business Day, the term “NYFRB Rate” means the rate for a federal funds transaction quoted at 11:00 a.m. on such day received to the Administrative Agent from a Federal funds broker of recognized standing selected by it; provided, further, that if any of the aforesaid rates shall be less than zero, such rate shall be deemed to be zero for purposes of this Agreement.

“Obligations” means, individually and collectively as the content may require, the U.S. Obligations and the Canadian Obligations.

“Order” means, as applicable, and as the context may require, the Interim Order or the Final Order, whichever is then applicable, or the Canadian Recognition Order or the Interim Order, the Canadian Recognition Order and the Final Order as the “Orders”.

“Original Currency” has the meaning set forth in Section 9.21.

“Other Taxes” means all present or future stamp, court or documentary, intangible, recording, filing or similar Taxes or any other excise or property Taxes that arise from any payment made under any Loan

Document or from the execution, delivery, performance, enforcement or registration of, from the receipt or perfection of a security interest under, or otherwise with respect to, any Loan Document, excluding any such Taxes imposed with respect to an assignment by a Lender (other than an assignment made pursuant to Section 2.19) if such Tax is imposed as a result of a present or former connection between the assigner or assignee and the jurisdiction imposing such Tax (other than connections arising from such having executed, delivered, become a party to, performed its obligations under, received payments under, received or perfected a security interest under, engaged in any other transaction pursuant to or enforced any Loan Document, and/or sold or assigned an interest in any Loan Document).

“Overadvance” means a U.S. Overadvance or a Canadian Overadvance.

“Overadvance Exposure” means, at any time, the sum of the Canadian Overadvance Exposure and the U.S. Overadvance Exposure.

“Overnight Bank Funding Rate” means, for any day, the rate comprised of both overnight federal funds and overnight Eurodollar borrowings by U.S.-managed banking offices of depository institutions, as such composite rate shall be determined by the NYFRB as set forth on the Federal Reserve Bank of New York’s Website from time to time, and published on the next succeeding Business Day by the NYFRB as an overnight bank funding rate (from and after such date as the NYFRB shall commence to publish such composite rate).

“Parent” means Tailored Brands, Inc., a Texas corporation.

“Participant Register” has the meaning set forth in Section 9.04(c)(ii).

“Participants” has the meaning set forth in Section 9.04(c)(i).

“Participating Member State” means any member state of the European Communities that adopts or has adopted (and has not ceased to adopt) the euro as its lawful currency in accordance with legislation of the European Community relating to Economic and Monetary Union.

“Patriot Act” means the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (Title III of Pub. L. No. 107-56 (Signed into law October 26, 2001)).

“Paying Borrower” has the meaning set forth in Section 10.10.

“Payment Intangibles” has the meaning set forth in the U.S. Security Agreement.

“PBGC” means the Pension Benefit Guaranty Corporation referred to and defined in ERISA.

“Permitted Discretion” means a determination made in good faith and in the exercise of reasonable (from the perspective of a secured asset-based lender) business judgment.

“Permitted Encumbrances” means:

(a) Liens imposed by law for Taxes (x) that are not yet delinquent, (y) (i) the validity or amount thereof is being contested in good faith by appropriate proceedings, (ii) Parent or such Subsidiary has set aside on its books reserves with respect thereto to the extent required by GAAP and (iii) such contest effectively suspends collection of the contested obligation and enforcement

of any Lien securing such obligation, or (z) the nonpayment of which is permitted or required by the Bankruptcy Code;

(b) carriers', warehousemen's, mechanics', materialmen's, repairmen's and other like Liens imposed by law (other than any Lien imposed pursuant to Section 430(k) of the Code or Section 303(k) of ERISA or a violation of Section 436 of the Code), arising in the ordinary course of business and securing obligations that are not overdue by more than 30 days or are being contested in compliance with Section 5.06;

(c) pledges and deposits made (i) in the ordinary course of business in compliance with workers' compensation, unemployment insurance and other social security laws or regulations and (ii) in respect of letters of credit, bank guarantees or similar instruments issued for the account of Parent or any Subsidiary in the ordinary course of business supporting obligations of the type set forth in clause (i) above;

(d) pledges and deposits made to secure the performance of bids, trade contracts (other than Indebtedness for borrowed money), leases (other than Capital Lease Obligations), statutory obligations, surety and appeal bonds, performance bonds and other obligations of a like nature, in each case in the ordinary course of business;

(e) judgment Liens in respect of judgments that do not constitute an Event of Default under clause (l) of Article VII;

(f) easements, zoning restrictions, rights-of-way, site plan agreements, development agreements, operating agreements, cross-easement agreements, reciprocal easement agreements and similar encumbrances and exceptions to title on real property that do not secure any monetary obligations and do not materially detract from the value of the affected property or materially interfere with the ordinary conduct of business of Parent or any Subsidiary or the ordinary operation of such real property;

(g) customary rights of setoff upon deposits of cash in favor of banks and other depository institutions and Liens of a collecting bank arising under the UCC in respect of payment items in the course of collection;

(h) Liens arising from precautionary UCC financing statement filings (or similar filings under applicable law) regarding operating leases or consignments;

(i) Liens representing any interest or title of a licensor, lessor or sublicensor or sublessor, or a licensee, lessee or sublicensee or sublessee, in the property subject to any lease (other than Capital Lease Obligations), license or sublicense or concession agreement permitted by this Agreement;

(j) Liens arising in the ordinary course of business in favor of custom and forwarding agents and similar Persons in respect of imported goods and merchandise in the custody of such Persons;

(k) Liens in favor of customs and revenue authorities arising as a matter of law to secure payment of customs duties in connection with the importation of goods;

(l) Liens or rights of setoff against credit balances of Parent or any Subsidiary with credit card issuers or credit card processors to secure obligations of Parent or such Subsidiary, as

the case may be, to any such credit card issuer or credit card processor incurred in the ordinary course of business as a result of fees and chargebacks; and

(m) other Liens that are contractual rights of set-off;

provided that the term “Permitted Encumbrances” shall not include any Lien securing Indebtedness, other than Liens referred to in clause (c) above securing letters of credit, bank guarantees or similar instruments.

“Permitted Variance” means any variance that does not violate Section 6.12(b).

“Person” means any natural person, corporation, limited liability company, trust, joint venture, association, company, partnership, Governmental Authority or other entity.

“Petition Date” has the meaning set forth in the Recitals.

“Plan” means any “employee pension benefit plan,” as defined in Section 3(2) of ERISA (other than a Multiemployer Plan), that is subject to the provisions of Title IV of ERISA or Section 412 of the Code or Section 302 of ERISA, and in respect of which any Loan Party or any ERISA Affiliate is (or, if such plan were terminated, would under Section 4069 of ERISA be deemed to be) an “employer” as defined in Section 3(5) of ERISA.

“Plan of Reorganization” means a plan of reorganization with respect to the Loan Parties and their Subsidiaries pursuant to the Cases.

“Platform” has the meaning set forth in Section 9.01(d).

“Post-Petition” means the time period commencing immediately upon the filing of the applicable US Case.

“PPSA” means the Personal Property Security Act (Ontario), including the regulations thereto, provided that if perfection or the effect of perfection or non-perfection or the priority of any Lien created hereunder or under any other Loan Document on the Collateral is governed by the personal property security legislation or other applicable legislation with respect to personal property security in effect in a jurisdiction in Canada other than the Province of Ontario, “PPSA” means the Personal Property Security Act or such other applicable legislation (including the Civil Code (Quebec)) in effect from time to time in such other jurisdiction in Canada for purposes of the provisions hereof relating to such perfection, effect of perfection or non-perfection or priority.

“Prepayment Event” means:

(a) any Asset Sale of the type described in clauses (h), (j) and (k) of Section 6.05 unless such disposition results in aggregate Net Proceeds not exceeding \$500,000 for any individual transactions or series of related transactions;

(b) any casualty or other insured damage to, or any taking under power of eminent domain or by condemnation or similar proceeding of, any asset of the Parent or any Subsidiary resulting in aggregate Net Proceeds exceeding \$500,000;

(c) the incurrence by the Parent or any Subsidiary of any Indebtedness, other than Indebtedness permitted to be incurred by Section 6.01; and

(d) the receipt by the Parent or any Subsidiary of any Extraordinary Receipt.

“Prepetition” means the time period ending immediately prior to the filing of the Cases.

“Prepetition Agent” means JPMCB, in its capacity as administrative agent under any of the Prepetition Loan Documents.

“Prepetition Aggregate Revolving Exposure” means the sum of the Prepetition Credit Exposures of all the Prepetition Lenders under the Prepetition Credit Agreement.

“Prepetition Canadian Credit Exposure” means, as to any Prepetition Lender at any time, the sum of the outstanding principal amount of such Prepetition Lender’s “Canadian Credit Exposure” (under and as defined in the Prepetition Credit Agreement) at such time.

“Prepetition Canadian Revolving Exposure” means, as to any Prepetition Lender at any time, the sum of the outstanding principal amount of such Prepetition Lender’s “Canadian Revolving Exposure” (under and as defined in the Prepetition Credit Agreement) at such time.

“Prepetition Credit Agreement” has the meaning assigned to such term in the Recitals.

“Prepetition Credit Exposure” means, as to any Prepetition Lender at any time, the sum of the outstanding principal amount of such Prepetition Lender’s “Revolving Loans” and the sum of such Prepetition Lender’s “LC Exposure,” “Swingline Exposure,” “Protective Advance Exposure” and “Overadvance Exposure” (in each case under and as defined in the Prepetition Credit Agreement) at such time.

“Prepetition Indebtedness” means the Indebtedness of the Loan Parties existing prior to the Effective Date and set forth on Section 6.01 of the Disclosure Letter.

“Prepetition Lender Obligations” means all “Obligations” as defined in the Prepetition Credit Agreement.

“Prepetition Lenders” means the lenders under the Prepetition Credit Agreement.

“Prepetition Loan Documents” means the “Loan Documents” as defined in the Prepetition Credit Agreement.

“Prepetition Revolving Loans” means Prepetition Lender Obligations in respect of principal of “Revolving Loans” under, and as defined in, the Prepetition Credit Agreement and interest, expenses, fees and other sums payable in respect thereof under the Prepetition Loan Documents.

“Prepetition Swingline Loans” means Prepetition Lender Obligations in respect of principal of “Swingline Loans” under, and as defined in, the Prepetition Credit Agreement and interest, expenses, fees and other sums payable in respect thereof under the Prepetition Loan Documents.

“Prepetition U.S. Borrower Canadian Facility Outstandings” means, at any time, the aggregate “Canadian Revolving Exposure” (under and as defined in the Prepetition Credit Agreement) at such time minus, to the extent included in such “Canadian Revolving Exposure” (under and as defined in the Prepetition Credit Agreement), the “Canadian Borrower Outstandings” (under and as defined in the Prepetition Credit Agreement) at such time.

“Prepetition U.S. Credit Exposure” means, as to any Prepetition Lender at any time, the sum of the outstanding principal amount of such Prepetition Lender’s “U.S. Credit Exposure” (under and as defined in the Prepetition Credit Agreement) at such time.

“Prepetition U.S. Revolving Exposure” means, as to any Prepetition Lender at any time, the sum of the outstanding principal amount of such Prepetition Lender’s “U.S. Revolving Exposure” (under and as defined in the Prepetition Credit Agreement) at such time.

“Prime Rate” means the rate of interest per annum publicly announced from time to time by JPMCB as its prime rate in effect at its principal office in New York City. Each change in the Prime Rate shall be effective from and including the date such change is publicly announced as being effective.

“Prior Claims” means all liabilities and obligations of any Canadian Loan Party secured by any Liens, choate or inchoate, which rank or are capable of ranking in priority to the Liens granted to the Administrative Agent to secure the Secured Obligations, including, in the Permitted Discretion of the Administrative Agent, (i) any such amounts due and not paid for wages, or vacation pay, amounts due and not paid under any legislation relating to workers’ compensation or to employment insurance, all amounts deducted or withheld and not paid and remitted when due with respect to Taxes including amounts currently or past due and not paid for realty, municipal or similar taxes (to the extent impacting personal or moveable property); and (ii) all amounts currently or past due and not yet contributed, remitted or paid to or under any Canadian Pension Plan or under the *Canada Pension Plan*, the *Quebec Pension Plan*, the *Pension Benefits Act* (Ontario) or any similar legislation.

“Protective Advance” means a U.S. Protective Advance or a Canadian Protective Advance.

“Protective Advance Exposure” means, at any time, the sum of the Canadian Protective Advance Exposure and the U.S. Protective Advance Exposure.

“Qualified Counterparties” means each Administrative Agent, each Lender, each Affiliate of a Lender and each Person that was a Lender or an Affiliate of a Lender at any time that such Person provided any Bank Products or Swap Obligations to Parent or any of its Subsidiaries.

“Quebec Security Documents” means a deed of hypothec executed by any Loan Party from time to time, and any other related documents required to perfect a Lien in favor of the Hypothecary Representative in the Province of Quebec.

“Recipient” means the Administrative Agents, any Lender, any Issuing Bank or any other recipient of any payment to be made by or on account of any obligation of any Loan Party hereunder or under any other Loan Document.

“Register” has the meaning set forth in Section 9.04(b)(iv).

“Related Parties” means, with respect to any specified Person, such Person’s Affiliates and the directors, officers, partners, members, trustees, employees, agents, administrators, managers, representatives and advisors of such Person and of such Person’s Affiliates.

“Release” means any release, spill, emission, leaking, dumping, injection, pouring, deposit, disposal, discharge, dispersal, leaching or migration into or through the environment or within or upon any building, structure, facility or fixture.

“Remedies Notice Period” has the meaning specified in the Interim Order (or Final Order, when applicable).

“Rent Reserve” means, with respect to any leased store, warehouse distribution center, regional distribution center or depot where any Inventory subject to Liens arising by operation of law is located, a reserve equal to two months’ rent at such store, warehouse distribution center, regional distribution center or depot.

“Rental Product” means any coats, pants, shirts, vests, cummerbunds, neckwear, belts, shoes and other accessories held by the Loan Parties for rental to customers.

“Report” means reports prepared by the Administrative Agent or another Person showing the results of appraisals, field examinations or audits pertaining to the Loan Parties’ assets from information furnished by or on behalf of the Loan Parties, after the Administrative Agent has exercised its rights of inspection pursuant to this Agreement, which Reports may be distributed to the Lenders by the Administrative Agent.

“Required Lenders” means, at any time, Lenders having Credit Exposure and unused Revolving Commitments representing more than 50% of the sum of the total Credit Exposure and unused Revolving Commitments at such time.

“Required Milestones” means the covenants set forth on Schedule 5.21.

“Requirement of Law” means, with respect to any Person, collectively, the common law and all federal, state, provincial, local, foreign, multinational or international laws, statutes, codes, treaties, rules and regulations, guidelines, ordinances, orders, judgments, writs, injunctions, decrees (including administrative or judicial precedents or authorities) and the determinations of, any Governmental Authority, in each case that are applicable to and binding upon such Person or any of its property or to which such Person or any of its property is subject.

“Reserves” means, without duplication of any other Reserves or items that are otherwise addressed through eligibility criteria, those reserves as specifically set forth herein which the Administrative Agent deems necessary, in its Permitted Discretion, to maintain; provided that such reserves shall only be permitted in respect of (i) the Carve-Out, (ii) reserves in respect of estimated or actual amounts that may be included in the Carve-Out, (iii) reserves (x) in the amount of a reasonable estimate of other amounts that may be included in the Carve-Out or that are or may be payable from any proceeds of a transaction (as described in footnote 14 of the Interim Order), including amounts which are or may become payable to any investment bankers or financial advisors of the Debtors or the Committee, or (y) in respect of any claims having priority over the Obligations, (iv) reserves with respect to the Canadian Court Reserve, (v) Banking Services Reserves, (vi) Rent Reserves, (vii) Gift Card Reserves, (viii) reserves for Swap Obligations, (ix) reserves for Prior Claims, and (x) reserves which are of a type that were in place under the Prepetition Credit Agreement as of July 22, 2020 (which shall include any change in such reserves due a change in underlying quantitative criteria used in the calculation of such reserve). Reserves shall not otherwise include additional reserves or any modifications to any eligibility criteria set forth in the Prepetition Credit Agreement or formulas used to compute formulaic reserves presently in effect as of the Petition Date (and no new formulaic reserves not presently in effect shall be imposed).

“Restricted Payment” means any dividend or other distribution (whether in cash, securities or other property) with respect to any Equity Interests in Parent or any Subsidiary, or any payment or distribution (whether in cash, securities or other property), including any sinking fund or similar deposit, on account of

the purchase, redemption, retirement, acquisition, exchange, conversion, cancellation or termination of any Equity Interests in Parent or any Subsidiary.

“Revolving Commitment” means, with respect to each Lender, individually and collectively as the context may require, the U.S. Commitment and the Canadian Commitment of such Lender.

“Revolving Credit Facility” has the meaning assigned to such term in the Recitals.

“Revolving Exposure” means the U.S. Revolving Exposure and the Canadian Revolving Exposure.

“Revolving Exposure Limitations” has the meaning set forth in Section 2.01.

“Revolving Lender” means a U.S. Revolving Lender or a Canadian Revolving Lender.

“Revolving Loan” means a Loan made pursuant to Sections 2.01 and 2.02(a).

“RSA” means that certain Restructuring Support Agreement, dated as of [●], 2020, executed and delivered by the Loan Parties and the other parties thereto, as such agreement may be amended, supplemented or otherwise modified from time to time in accordance with the terms thereof.

“Sale/Leaseback Transaction” means an arrangement relating to property owned by Parent or any Subsidiary whereby Parent or such Subsidiary sells or transfers such property to any Person and Parent or any Subsidiary leases such property, or other property that it intends to use for substantially the same purpose or purposes as the property sold or transferred, from such Person or its Affiliates.

“Sanctioned Country” means, at any time, a country, region or territory which is the subject or target of any Sanctions.

“Sanctioned Person” means, at any time, (a) any Designated Person, (b) a Canadian Blocked Person, (c) any Person operating, organized or resident in a Sanctioned Country or (d) any Person controlled by any such Person.

“Sanctions” means economic or financial sanctions or trade embargoes imposed, administered or enforced from time to time (a) by the U.S. government, including those administered by the Office of Foreign Assets Control of the U.S. Department of the Treasury or the U.S. Department of State, (b) by the United Nations Security Council, the European Union or Her Majesty’s Treasury of the United Kingdom, or (c) by a government of Canada pursuant to Canadian Economic Sanctions and Export Control Laws.

“SEC” means the United States Securities and Exchange Commission.

“Second Currency” has the meaning set forth in Section 9.21.

“Secured Obligations” means all U.S. Obligations and “Canadian Obligations”, together with all (a) Banking Services Obligations of the Borrowers or any Subsidiary of a Borrowers; and (b) Swap Obligations of the Borrowers or any Subsidiary of the a Borrower, owing to one or more Qualified Counterparties; provided that Excluded Swap Obligations with respect to any Loan Party shall not be Secured Obligations of such Loan Party.

“Securities Act” means the United States Securities Act of 1933.

“Security Agreement” means, individually and collectively as the context may require, the U.S. Security Agreement and the Canadian Security Agreements.

“Senior Notes” means \$600,000,000 aggregate principal amount of 7.00% senior notes due 2022 of the Company issued under the Senior Notes Indenture on June 18, 2014, as the same are in effect on the Petition Date.

“Senior Notes Indenture” means the Indenture, dated as of June 18, 2014, by and among the Company, the guarantors party thereto and The Bank of New York Mellon Trust Company, N.A., as the same is in effect on the Petition Date.

“Settlement” has the meaning set forth in Section 2.05(d).

“Settlement Date” has the meaning set forth in Section 2.05(d).

“Specified Dispositions” means (i) the closure, sale, transfer or disposition of the Loan Parties’ or their Subsidiaries’ stores, leases, warehouses, distribution centers and other real property (and all fixtures and equipment in each case in connection therewith), (ii) bulk sales or other dispositions of inventory or equipment of a Loan Party or its Subsidiaries, (iii) any other Dispositions permitted by the Approved Budget, and (iv) the termination of Leases, licenses, subleases or sublicenses, in each case, in connection therewith; provided that such Specified Dispositions (other than pursuant to clause (iii) above) are identified in writing by the Borrower Representative to the Administrative Agent and agreed to by the Administrative Agent in its reasonable discretion on or prior to the Effective Date, and as may be updated, supplemented or modified from time to time, as agreed to in writing by the Administrative Agent in its reasonable discretion.

“Specified Indebtedness” means Subordinated Indebtedness and Indebtedness described in Section 6.01(a)(ix) and (a)(x).

“Standard & Poor’s” means Standard & Poor’s Ratings Services, a division of The McGraw Hill Companies, Inc., and any successor to its rating agency business.

“Standby LC Exposure” means, at any time, the sum of (a) the aggregate undrawn amount of all outstanding Standby Letters of Credit at such time plus (b) the aggregate amount of all LC Disbursements relating to Standby Letters of Credit that have not yet been reimbursed by or on behalf of the Borrowers at such time. The Standby LC Exposure of any Lender under any Facility at any time shall be its Applicable Percentage of the total Standby LC Exposure under such Facility at such time.

“Standby Letter of Credit” means all Letters of Credit other than Commercial Letters of Credit.

“Statutory Reserve Rate” means a fraction (expressed as a decimal), the numerator of which is the number one and the denominator of which is the number one minus the aggregate of the maximum reserve percentages (including any marginal, special, emergency or supplemental reserves), expressed as a decimal, established by the Board of Governors to which the Administrative Agent is subject for eurocurrency funding (currently referred to as “Eurocurrency Liabilities” in Regulation D of the Board of Governors). Such reserve percentages shall include those imposed pursuant to such Regulation D. Eurodollar Loans shall be deemed to constitute eurocurrency funding and to be subject to such reserve requirements without benefit of or credit for proration, exemptions or offsets that may be available from time to time to any Lender under such Regulation D or any comparable regulation. The Statutory Reserve Rate shall be adjusted automatically on and as of the effective date of any change in any reserve percentage.

“Sterling” means the lawful currency of the United Kingdom.

“Subordinated Indebtedness” of a Person means any Indebtedness of such Person the payment of which is subordinated to payment of the Secured Obligations.

“subsidiary” means, with respect to any Person (the “parent”) at any date, (a) any Person the accounts of which would be consolidated with those of the parent in the parent’s consolidated financial statements if such financial statements were prepared in accordance with GAAP as of such date and (b) any other Person (i) of which Equity Interests representing more than 50% of the equity value or more than 50% of the ordinary voting power or, in the case of a partnership, more than 50% of the general partnership interests are, as of such date, owned, controlled or held, or (ii) that is, as of such date, otherwise Controlled, by the parent or one or more subsidiaries of the parent or by the parent and one or more subsidiaries of the parent.

“Subsidiary” means any direct or indirect subsidiary of Parent.

“Swap Agreement” means any agreement with respect to any swap, forward, future or derivative transaction or option or similar agreement involving, or settled by reference to, one or more rates, currencies, commodities, equity or debt instruments or securities, or economic, financial or pricing indices or measures of economic, financial or pricing risk or value or any similar transaction or any combination of these transactions and any agreement, contract or transaction that constitutes a “swap” within the meaning of Section 1a(47) of the Commodity Exchange Act; provided that no phantom stock or similar plan providing for payments only on account of services provided by current or former directors, officers, employees or consultants of Parent or any Subsidiary shall be a Swap Agreement.

“Swap Obligations” of a Person means any and all obligations of such Person, whether absolute or contingent and howsoever and whensoever created, arising, evidenced or acquired (including all renewals, extensions and modifications thereof and substitutions therefor), under (a) any and all Swap Agreements, and (b) any and all cancellations, buy backs, reversals, terminations or assignments of any Swap Agreement transaction.

“Swingline Exposure” means, at any time, the Canadian Swingline Exposure and/or the U.S. Swingline Exposure, as the context requires.

“Swingline Lender” means the Canadian Swingline Lender and/or the U.S. Swingline Lender, as the context requires.

“Swingline Loan” means a Canadian Swingline Loan and/or a U.S. Swingline Loan, as the context requires.

“Synthetic Lease” means, as to any Person, any lease (including leases that may be terminated by the lessee at any time) of any property (whether real, personal or mixed) (a) that is accounted for as an operating lease under GAAP and (b) in respect of which the lessee retains or obtains ownership of the property so leased for US federal income tax purposes, other than any such lease under which such Person is the lessor.

“Synthetic Lease Obligations” means, as to any Person, an amount equal to the sum, without duplication, of (a) the obligations of such person to pay rent or other amounts under any Synthetic Lease which are attributable to principal and (b) the amount of any purchase price payment under any Synthetic Lease assuming the lessee exercises the option to purchase the leased property at the end of the lease term. For purposes of Section 6.02, a Synthetic Lease Obligation shall be deemed to be secured by a Lien on the property being leased and such property shall be deemed to be owned by the lessee.

“Taxes” means all present or future taxes, levies, imposts, duties, deductions, withholdings (including backup withholding), assessments, fees or other charges imposed by any Governmental Authority, including any interest, additions to tax or penalties applicable thereto.

“Term Agent” means Wilmington Savings Fund Society, FSB as successor in interest to JPMorgan Chase Bank, N.A., as administrative agent under the Credit Agreement.

“Term Credit Agreement” means the Term Credit Agreement dated as of June 18, 2014, among Parent, the Term Loan Lenders and the Term Agent, as the same is in effect on the Petition Date.

“Term Loan Documents” means the “Loan Documents” under the Term Credit Agreement.

“Term Loan Lenders” means the lenders under the Term Credit Agreement.

“Term Priority Collateral” has the meaning set forth in the Intercreditor Agreement.

“Total Assets” means, at any date of determination, the consolidated total assets of Parent as of the last day of the most recent fiscal quarter of Parent for which financial statements have been delivered pursuant to Sections 4.01(h), 5.01(a) or 5.01(b).

“Transactions” means the (a) execution, delivery and performance by the Loan Parties of this Agreement, the borrowing of the Loans, the use of the proceeds thereof and the issuance of Letters of Credit hereunder, (b) the creation and perfection of the Liens provided for in the Collateral Documents, (c) the documentation and delivery of certain documents and instruments with respect to the Term Loan Documents in connection with the foregoing and (d) the payment of all fees, commissions, costs and expenses in connection with the foregoing.

“Treaty on the European Union” means the Treaty of Rome of March 25, 1957, as amended by the Single European Act 1986 and the Maastricht Treaty (signed February 7, 1992), as amended from time to time.

“Type,” when used in reference to any Loan or Borrowing, refers to whether the rate of interest on such Loan, or on the Loans comprising such Borrowing, is determined by reference to the Adjusted LIBO Rate or the Alternate Base Rate.

“UCC” means the Uniform Commercial Code as in effect from time to time in the State of New York or any other state the laws of which are required to be applied in connection with the perfection of the Liens created by the Collateral Documents.

“UK Bail-In Legislation” means (to the extent that the United Kingdom is not an EEA Member Country which has implemented, or implements, Article 55 BRRD) Part I of the United Kingdom Banking Act 2009 and any other law or regulation applicable in the United Kingdom relating to the resolution of unsound or failing banks, investment firms or other financial institutions or their affiliates (otherwise than through liquidation, administration or other insolvency proceedings).

“United States” or “U.S.” means the United States of America.

“Unliquidated Obligations” means, at any time, any Secured Obligations (or portion thereof) that are contingent in nature or unliquidated at such time, including any Secured Obligation that is: (a) an obligation to reimburse a bank for drawings not yet made under a letter of credit issued by it; (b) any other

obligation (including any guarantee) that is contingent in nature at such time; or (c) an obligation to provide collateral to secure any of the foregoing types of obligations.

“U.S. Borrower Canadian Facility Outstandings” means, at any time, the aggregate Canadian Revolving Exposure at such time minus, to the extent included in the Canadian Revolving Exposure, the Canadian Borrower Outstandings at such time.

“U.S. Borrowers” means, individually and collectively as the context may require, Parent and each U.S. Subsidiary Borrower.

“U.S. Borrowing Base” means, at any time (without duplication), the sum of:

(a) the lesser of (x) the product of (i) 90% *multiplied by* (ii) the Net Orderly Liquidation Value of Eligible Inventory of the U.S. Borrowers at such time and (y) the net book value of Eligible Inventory of the U.S. Borrowers; provided that in no event shall the amount included pursuant to this clause (a) attributable to uncut fabric bolsters exceed \$10,000,000 at any time, *plus*

(b) the lesser of (i) the product of (A) 85% *multiplied by* (B) the Net Orderly Liquidation Value of Eligible Rental Inventory of the U.S. Borrowers and (ii) the net book value of Eligible Rental Inventory of the U.S. Borrowers; provided that in no event shall the amount included pursuant to this clause (b) exceed 20% of the U.S. Borrowing Base, *plus*

(c) the product of (i) 85% *multiplied by* (ii) the Eligible Accounts of the U.S. Borrowers at such time, *plus*

(d) the product of (i) 90% *multiplied by* (ii) the Eligible Credit Card Accounts Receivable of the U.S. Borrowers at such time, *minus*

(e) without duplication, Reserves established by the Administrative Agent in its Permitted Discretion.

Subject to the other provisions hereof expressly permitting the Administrative Agent to adjust the U.S. Borrowing Base, the U.S. Borrowing Base at any time shall be determined by reference to the most recent Borrowing Base Certificate delivered to the Administrative Agent on or most recently prior to such day pursuant to Section 5.01(h) (or, prior to the first such delivery following the Effective Date, the Borrowing Base Certificate delivered to the Administrative Agent pursuant to Section 4.01(e)); provided, that if any Borrowing Base Certificate delivered under Section 4.01(e) or 5.01(h) shall prove to have been materially inaccurate (regardless of whether any Commitments are in effect or any amounts are outstanding hereunder when such inaccuracy is discovered), and such inaccuracy shall have resulted in the payment of any interest or fees at rates lower than those that were in fact applicable for any period (based on the actual U.S. Borrowing Base), the applicable Borrowers shall pay to the Administrative Agent, for distribution to the Lenders (or former Lenders) as their interests may appear, the accrued interest or fees that should have been paid but were not paid as a result of such inaccuracy.

Any changes after the Effective Date in how the Borrowers value their Inventory in accordance with their historical practices prior to the Effective Date shall be subject to the reasonable approval of the Administrative Agent.

“U.S. Collateral” means any and all property owned, leased or operated by a Person covered by the Collateral Documents and any and all other property of any U.S. Borrower, now existing or hereafter

acquired, that may at any time be or become subject to a security interest or Lien in favor of the Administrative Agent to secure the Secured Obligations.

“U.S. Commitment” means, with respect to each U.S. Revolving Lender, the commitment, if any, of such U.S. Revolving Lender to make U.S. Revolving Loans and to acquire participations in U.S. Letters of Credit and U.S. Swingline Loans hereunder, expressed as an amount representing the maximum possible aggregate amount of such U.S. Revolving Lender’s U.S. Revolving Exposure hereunder, as such commitment may be reduced or increased from time to time pursuant to (a) Section 2.09 and (b) assignments by or to such U.S. Revolving Lender pursuant to Section 9.04. The amount of each U.S. Revolving Lender’s U.S. Commitment is set forth on Schedule 2.01, or in the Assignment and Assumption pursuant to which such U.S. Revolving Lender shall have assumed its U.S. Commitment, as applicable. As of the Effective Date, the aggregate amount of the U.S. Commitments is \$450,000,000.

“U.S. Court” has the meaning provided in the recitals.

“U.S. Credit Exposure” means, as to any U.S. Revolving Lender at any time, the sum of (a) such Lender’s U.S. Revolving Exposure *plus* (b) such Lender’s Applicable Percentage of the aggregate amount of U.S. Overadvances and U.S. Protective Advances outstanding.

“U.S. Facility” means, collectively, the U.S. Commitments and the extensions of credit made thereunder.

“U.S. Issuing Banks” means, individually and collectively as the context may require, in the case of each U.S. Letter of Credit, JPMorgan Chase Bank, N.A. and any other Lender proposed by the Borrower Representative that has agreed to act as a U.S. Issuing Bank and is reasonably acceptable to the Administrative Agent, each in its capacity as an issuer of U.S. Letters of Credit hereunder, and its successors and assigns in such capacity as provided in Section 2.06(j). Each U.S. Issuing Bank may, in its sole discretion, arrange for one or more U.S. Letters of Credit to be issued by Affiliates of such U.S. Issuing Bank, in which case the term “U.S. Issuing Bank” shall include any such Affiliate with respect to U.S. Letters of Credit issued by such Affiliate. Additionally, each Person that has issued any Existing Letter of Credit shall be deemed to be an Issuing Bank for purposes of such Existing Letter of Credit but shall be under no obligation to issue any additional Letters of Credit unless otherwise specified herein.

“U.S. LC Collateral Account” has the meaning set forth in Section 2.06(j).

“U.S. LC Exposure” means, at any time, the sum of the Commercial LC Exposure and the Standby LC Exposure under the U.S. Facility. The U.S. LC Exposure of any U.S. Revolving Lender at any time shall be its Applicable Percentage of the total U.S. LC Exposure at such time.

“U.S. Lender” means a Lender that is a U.S. Person.

“U.S. Letter of Credit” means any Letter of Credit or similar instrument (including a bank guarantee) acceptable to the applicable Issuing Bank issued for the purpose of providing credit support for the U.S. Borrowers.

“U.S. Obligations” means, with respect to the U.S. Borrowers, all unpaid principal of and accrued and unpaid interest on the Loans to the U.S. Borrowers, all LC Exposure in respect of Letters of Credit issued for the account of the U.S. Borrowers, all accrued and unpaid fees and all expenses, reimbursements (including pursuant to Section 2.06(a)), indemnities and other obligations of the U.S. Borrowers to the Lenders or to any Lender, the Administrative Agent, any Issuing Bank or any indemnified party arising under the Loan Documents (including interest, costs, fees and other amounts accruing during the pendency

of any proceeding under any Insolvency Laws, regardless of whether allowed or allowable in such proceeding).

“U.S. Overadvance” has the meaning set forth in Section 2.05(b).

“U.S. Overadvance Exposure” means, at any time, the sum of the aggregate principal amount of all outstanding U.S. Overadvances at such time. The U.S. Overadvance Exposure of any Lender at any time shall be its Applicable Percentage of the total U.S. Overadvance Exposure at such time.

“U.S. Person” means a “United States person” within the meaning of Section 7701(a)(30) of the Code.

“U.S. Protective Advance Exposure” means, at any time, the sum of the aggregate principal amount of all outstanding U.S. Protective Advances at such time. The U.S. Protective Advance Exposure of any Lender at any time shall be its Applicable Percentage of the total U.S. Protective Advance Exposure at such time.

“U.S. Protective Advance” has the meaning set forth in Section 2.04(a).

“U.S. Revolving Exposure” means, with respect to any U.S. Revolving Lender at any time, the sum of (a) the outstanding principal amount of U.S. Revolving Loans of such U.S. Revolving Lender at such time, *plus* (b) an amount equal to such U.S. Revolving Lender’s U.S. Swingline Exposure at such time, *plus* (c) an amount equal to such U.S. Revolving Lender’s U.S. LC Exposure at such time.

“U.S. Revolving Lenders” means the Persons listed on the Schedule 2.01 as having a U.S. Commitment and any other Person that shall acquire a U.S. Commitment pursuant to an Assignment and Assumption, other than any such Person that ceases to be such a Person hereto pursuant to an Assignment and Assumption.

“U.S. Revolving Loan” means a Revolving Loan made to the U.S. Borrowers by the U.S. Revolving Lenders.

“U.S. Security Agreement” means that certain Pledge and Security Agreement, dated as of the Effective Date, between the U.S. Borrowers and the Administrative Agent, and, as the context requires, any other pledge or security agreement entered into, after the Effective Date by any other U.S. Borrower (as required by this Agreement or any other Loan Document), or any other Person, as the same may be amended, restated or otherwise modified from time to time.

“U.S. Subsidiary Borrowers” means, collectively (i) each Domestic Subsidiary of Parent that is a party to this Agreement on the Effective Date and (ii) each Domestic Subsidiary of Parent that becomes a party to this Agreement following the Effective Date, in each case, until such time as such Domestic Subsidiary is released from its obligations under the Loan Documents in accordance with this Agreement.

“U.S. Swingline Exposure” means, at any time, the sum of the aggregate principal amount of all outstanding U.S. Swingline Loans at such time. The U.S. Swingline Exposure of any U.S. Revolving Lender at any time shall be its Applicable Percentage of the total U.S. Swingline Exposure at such time.

“U.S. Swingline Lender” means JPMorgan Chase Bank, N.A., in its capacity as lender of U.S. Swingline Loans hereunder, and its successors and assigns in such capacity.

“U.S. Swingline Loan” has the meaning set forth in Section 2.05(a).

“U.S. Tax Compliance Certificate” has the meaning set forth in Section 2.17(e).

“U.S. Trustee” means the United States Trustee applicable in the Cases.

“Variance Report” shall have the meaning assigned to such term in Section 5.01(m).

“Variance Report Date” shall have the meaning assigned to such term in Section 5.01(m).

“Variance Testing Period” shall mean the four-fiscal week calendar period up to and through the Saturday of the fiscal week most recently ended prior to the applicable Variance Report Date (provided that, the first Variance Testing Period shall include the entire period from the Petition Date through the Saturday of the fiscal week most recently ended prior to the applicable Variance Testing Period).

“Vendor Rebates” means credits earned from vendors for volume purchases that reduce net inventory costs for the Loan Parties.

“wholly-owned,” when used in reference to a subsidiary of any Person, means that all the Equity Interests in such subsidiary (other than directors’ qualifying shares and other nominal amounts of Equity Interests that are required to be held by other Persons under applicable law) are owned, beneficially and of record, by such Person, another wholly-owned subsidiary of such Person or any combination thereof.

“Withdrawal Liability” means liability to a Multiemployer Plan as a result of a complete or partial withdrawal from such Multiemployer Plan, as such terms are defined in Part I of Subtitle E of Title IV of ERISA.

“Write-Down and Conversion Powers” means:

(a) in relation to any Bail-In Legislation described in the EU Bail-In Legislation Schedule from time to time, the powers described as such in relation to that Bail-In Legislation in the EU Bail-In Legislation Schedule; and

(b) in relation to any UK Bail-In Legislation:

(i) any powers under that UK Bail-In Legislation to cancel, transfer or dilute shares issued by a person that is a bank or investment firm or other financial institution or affiliate of a bank, investment firm or other financial institution, to cancel, reduce, modify or change the form of a liability of such a person or any contract or instrument under which that liability arises, to convert all or part of that liability into shares, securities or obligations of that person or any other person, to provide that any such contract or instrument is to have effect as if a right had been exercised under it or to suspend any obligation in respect of that liability or any of the powers under that UK Bail-In Legislation that are related to or ancillary to any of those powers; and

(ii) any similar or analogous powers under that UK Bail-In Legislation.

SECTION 1.02 Classification of Loans and Borrowings. For purposes of this Agreement, Loans and Borrowings may be classified and referred to by Type (e.g., a “Eurodollar Loan” or a “Eurodollar Borrowing”) or by Facility and Type (e.g., a “Eurodollar U.S. Revolving Loan”).

SECTION 1.03 Terms Generally. The definitions of terms herein shall apply equally to the singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms. The words “include,” “includes” and

“including” shall be deemed to be followed by the phrase “without limitation.” The word “will” shall be construed to have the same meaning and effect as the word “shall.” The words “asset” and “property” shall be construed to have the same meaning and effect and to refer to any and all real and personal, tangible and intangible assets and properties, including cash, securities, accounts and contract rights. The word “law” shall be construed as referring to all statutes, rules, regulations, codes and other laws (including official rulings and interpretations thereunder having the force of law or with which affected Persons customarily comply), and all judgments, orders, writs and decrees, of all Governmental Authorities. Except as otherwise provided herein and unless the context requires otherwise, (a) any definition of or reference to any agreement, instrument or other document (including this Agreement and the other Loan Documents) shall be construed as referring to such agreement, instrument or other document as from time to time amended, supplemented or otherwise modified (subject to any restrictions on such amendments, supplements or modifications set forth herein), (b) any definition of or reference to any statute, rule or regulation shall be construed as referring thereto as from time to time amended, supplemented or otherwise modified (including by succession of comparable successor laws), and all references to any statute shall be construed as referring to all rules, regulations, rulings and official interpretations promulgated or issued thereunder, (c) any reference herein to any Person shall be construed to include such Person’s successors and permitted assigns (subject to any restrictions on assignment set forth herein) and, in the case of any Governmental Authority, any other Governmental Authority that shall have succeeded to any or all functions thereof, (d) the words “herein,” “hereof” and “hereunder,” and words of similar import, shall be construed to refer to this Agreement in its entirety and not to any particular provision hereof and (e) all references herein to Articles, Sections, Exhibits and Schedules shall be construed to refer to Articles and Sections of, and Exhibits and Schedules to, this Agreement.

SECTION 1.04 Accounting Terms; GAAP. Except as otherwise expressly provided herein, all terms of an accounting or financial nature used herein shall be construed in accordance with GAAP, as in effect from time to time; provided that (a) if the Borrower Representative notifies the Administrative Agent that the Borrowers request an amendment to any provision hereof to eliminate the effect of any change occurring after the Effective Date in GAAP or in the application thereof on the operation of such provision (or if the Administrative Agent notifies the Borrower Representative that the Required Lenders request an amendment to any provision hereof for such purpose), regardless of whether any such notice is given before or after such change in GAAP or in the application thereof, then such provision shall be interpreted on the basis of GAAP as in effect and applied immediately before such change shall have become effective until such notice shall have been withdrawn or such provision amended in accordance herewith; provided that the Borrower Representative, on the one hand, and the Administrative Agent and Lenders, on the other hand, agree to negotiate in good faith with respect to any proposed amendment to eliminate or adjust for the effect of any such change in GAAP at no cost to the Loan Parties other than the reimbursement of the Administrative Agent’s costs and expenses; and (b) notwithstanding any other provision contained herein, all terms of an accounting or financial nature used herein shall be construed, and all computations of amounts and ratios referred to herein shall be made, without giving effect to (i) any election under Statement of Financial Accounting Standards 159, The Fair Value Option for Financial Assets and Financial Liabilities, or any successor thereto (including pursuant to the Accounting Standards Codification), to value any Indebtedness of Parent or any Subsidiary at “fair value,” as defined therein, and (ii) any change in GAAP occurring after December 31, 2018 as a result of the adoption of any proposals set forth in the Proposed Accounting Standards Update, Leases (Topic 840), issued by the Financial Accounting Standards Board on August 17, 2010, or any other proposals issued by the Financial Accounting Standards Board in connection therewith, in each case if such change would require treating any lease (or similar arrangement conveying the right to use) as a capital lease where such lease (or similar arrangement) was not required to be so treated under GAAP as in effect on December 31, 2018.

SECTION 1.05 Currency Matters.

(a) Without limiting the other terms of this Agreement, the calculations and determinations under this Agreement of any amount in any currency other than Dollars shall be deemed to refer to the Dollar Equivalent thereof, as the case may be, and all certificates delivered under this Agreement shall express such calculations or determinations in Dollars or the Dollar Equivalent thereof, as the case may be. The permissibility of actions taken under Article VI on any date based on the requisite currency translation calculated as of such date shall not be affected by subsequent fluctuations in exchange rates.

(b) Unless otherwise prohibited by law, if more than one currency or currency unit are at the same time recognized by the central bank of any country as the lawful currency of that country, then:

(i) any reference in the Loan Documents to, and any obligations arising under the Loan Documents in, the currency of that country shall be translated into, or paid in, the currency or currency unit of that country designated by the Administrative Agent; and

(ii) any translation from one currency or currency unit to another shall be at the official rate of exchange recognized by the central bank for the conversion of that currency or currency unit into the other, rounded up or down by the Administrative Agent.

(c) If a change in any currency of a country occurs, this Agreement will, to the extent the Administrative Agent reasonably determines necessary, be amended to comply with any generally accepted conventions and market practice in the relevant interbank market and otherwise to reflect the change in currency.

SECTION 1.06 Classification of Actions. For purposes of determining compliance at any time with the covenants set forth in Article VI (or, in each case, any defined terms used therein), in the event that the subject transaction meets the criteria of more than one of the categories of transactions permitted pursuant to the Sections (or related defined terms) in Article VI, the Borrowers may, in its sole discretion, classify the applicable transaction (or any portion thereof) under such Section (or defined term); it being understood that (i) the Borrowers may divide and include such transaction under one or more of the clause of such Section (or any relevant portion thereof or of the applicable related defined term) that permit such transaction and (ii) notwithstanding anything in this Section 1.04 to the contrary for purposes of this Agreement, (x) Indebtedness incurred under the Term Credit Agreement shall only be permitted to be incurred or be outstanding under Section 6.01(a)(x) and (y) Indebtedness uncured under the Loan Documents or the Prepetition Loan Documents shall only be permitted to be incurred or be outstanding under Section 6.01(a)(i).

SECTION 1.07 Divisions. For all purposes under the Loan Documents, in connection with any division or plan of division under Delaware law (or any comparable event under a different jurisdiction's laws): (a) if any asset, right, obligation or liability of any Person becomes the asset, right, obligation or liability of a different Person, then it shall be deemed to have been transferred from the original Person to the subsequent Person, and (b) if any new Person comes into existence, such new Person shall be deemed to have been organized on the first date of its existence by the holders of its Equity Interests at such time.

ARTICLE II

The Credits

SECTION 2.01 Commitments; Full-Roll of Prepetition Obligations. Subject to the terms and conditions set forth herein, each U.S. Revolving Lender severally agrees to make U.S. Revolving Loans to the U.S. Borrowers from time to time during the Availability Period and each Canadian Revolving Lender

severally agrees to make Canadian Revolving Loans to the Canadian Borrower or the U.S. Borrowers from time to time during the Availability Period in an aggregate principal amount that will not result in:

- (i) the sum of the U.S. Revolving Exposure and Prepetition U.S. Revolving Exposure of any U.S. Revolving Lender exceeding such U.S. Revolving Lender's U.S. Commitment;
- (ii) the sum of the Canadian Revolving Exposure and Prepetition Canadian Revolving Exposure of any Canadian Revolving Lender exceeding such Canadian Revolving Lender's Canadian Commitment;
- (iii) the sum of (w) the aggregate U.S. Revolving Exposure plus (x) the U.S. Borrower Canadian Facility Outstandings plus (y) the aggregate Prepetition U.S. Revolving Exposure plus (z) the Prepetition U.S. Borrower Canadian Facility Outstandings, collectively, exceeding the Borrowing Base; or
- (iv) the sum of the aggregate Revolving Exposure and the Prepetition Aggregate Revolving Exposure exceeding the Aggregate Borrowing Base;

subject to the Administrative Agent's and Canadian Administrative Agent's authority, in their sole discretion, to make Protective Advances pursuant to the terms of Section 2.04. The limitations on Borrowings referred to in clauses (i) through (iv) are referred to collectively as the "Revolving Exposure Limitations." Within the foregoing limits and subject to the terms and conditions set forth herein, the Borrowers may borrow, prepay and reborrow Revolving Loans. Notwithstanding anything to the contrary contained herein or in any other Loan Document, (i) on the Effective Date, (x) each Existing Letter of Credit shall constitute a "Letter of Credit" for all purposes of this Agreement and shall be deemed issued under this Agreement on the Effective Date and all LC Exposure (as such term is defined in the Prepetition Credit Agreement) shall constitute "LC Exposure" for all purposes of this Agreement and (y) all Prepetition Lender Obligations constituting "Banking Services Obligations" (as such term is defined in the Prepetition Credit Agreement) shall constitute Secured Obligations under the Loan Documents and (ii) upon the entry of the Interim Order, the total outstanding amount of the Prepetition Lender Obligations shall constitute Secured Obligations hereunder, with (x) the outstanding amount of all Prepetition Revolving Loans and/or Prepetition Swingline Loans, if any, as of the date of the entry of the Interim Order being refinanced as Loans hereunder immediately upon the entry of the Interim Order and (y) all unpaid interest and fees thereon accrued through the entry of the Interim Order to be paid on the next scheduled date for payment of interest and fees under this Agreement.

SECTION 2.02 Loans and Borrowings.

(a) Each Loan (other than a Swingline Loan) shall be made as part of a Borrowing consisting of Loans of the same Facility and Type made by the Lenders ratably in accordance with their respective Revolving Commitments under the applicable Facility. Any Protective Advance, any Swingline Loan and any Overadvance shall be made in accordance with the procedures set forth in Section 2.04 or 2.05, as applicable.

(b) All Borrowings under the U.S. Commitment shall be denominated in Dollars. Borrowings under the Canadian Commitment may be in Dollars or Canadian Dollars. Subject to Section 2.14, (i) each Borrowing that is denominated in Dollars shall be comprised entirely of ABR Loans or Eurodollar Loans as the Borrower Representative may request in accordance herewith and (ii) each Borrowing that is denominated in Canadian Dollars shall be comprised entirely of Canadian Prime Rate Loans or CDOR Rate Loans as the Borrower Representative may request in accordance herewith. Each Swingline Loan or Overadvance shall be an ABR Loan or Canadian Prime Rate Loan, as applicable. Each Lender at its option

may make any Eurodollar Loan by causing any domestic or foreign branch or Affiliate of such Lender to make such Loan; provided that any exercise of such option shall not affect the obligation of the Borrowers to repay such Loan in accordance with the terms of this Agreement.

(c) At the commencement of each Interest Period for any Eurodollar Borrowing, such Borrowing shall be in an aggregate amount that is an integral multiple of \$1,000,000 and not less than \$5,000,000; provided that a Eurodollar Borrowing that results from a continuation of an outstanding Eurodollar Borrowing may be in an aggregate amount that is equal to such outstanding Borrowing. At the commencement of each Interest Period for any CDOR Rate Borrowing, such Borrowing shall be in an aggregate principal amount that is an integral multiple of Cdn\$1,000,000 and not less than Cdn\$5,000,000; provided that a CDOR Borrowing that results from a continuation of an outstanding CDOR Borrowing may be in an aggregate amount that is equal to such outstanding Borrowing. Borrowings of more than one Type may be outstanding at the same time; provided that there shall not at any time be more than a total of 10 Eurodollar Borrowings and/or CDOR Rate Borrowings outstanding.

(d) Notwithstanding any other provision of this Agreement, the Borrower Representative shall not be entitled to request, or to elect to convert to or continue, any Eurodollar Borrowing or CDOR Borrowing if the Interest Period requested with respect thereto would end after the Maturity Date.

SECTION 2.03 Requests for Revolving Borrowings. To request a Borrowing of Revolving Loans, the Borrower Representative shall notify the Administrative Agent (in the case of a requested Borrowing under the U.S. Facility) or the Canadian Administrative Agent with a copy to the Administrative Agent (in the case of a requested Borrowing under the Canadian Facility), of such request either in writing (delivered by hand or electronic transmission) in a form approved by the Applicable Administrative Agent and signed by the Borrower Representative or by telephone (i) with respect to U.S. Revolving Loans, not later than (a) in the case of a Eurodollar Borrowing, 11:00 a.m., New York City time, three (3) Business Days before the date of the proposed Borrowing or (b) in the case of an ABR Borrowing, 12:00 p.m., New York City time, on the date of the proposed Borrowing and (ii) with respect to Canadian Revolving Loans, not later than (a) in the case of CDOR Rate Borrowings or Eurodollar Borrowings, 11:00 a.m., Toronto time, three (3) Business Days prior to the date of the proposed Borrowing and (b) in the case of Canadian Prime Rate Borrowings or ABR Borrowings, 11:00 a.m., Toronto time, one (1) Business Day before the date of the proposed Borrowing. Each such telephonic Borrowing Request shall be irrevocable and shall be confirmed promptly by hand delivery or electronic transmission to the Administrative Agent (if a U.S. Revolving Loan) or the Canadian Administrative Agent with a copy to the Administrative Agent (if a Canadian Revolving Loan), of a written Borrowing Request in a form approved by the Applicable Administrative Agent and signed by the Borrower Representative. Each such telephonic and written Borrowing Request shall specify the following information in compliance with Section 2.01:

- (i) whether such Loans are being made to the U.S. Borrowers or the Canadian Borrower;
- (ii) the aggregate amount of the requested Borrowing and the manner in which the proceeds of such Borrowing are to be disbursed (which shall be consistent with Section 2.07);
- (iii) the date of such Borrowing, which shall be a Business Day;
- (iv) whether such Borrowing is to be a Borrowing under the U.S. Facility or the Canadian Facility;
- (v) the currency of the requested Borrowing;

(vi) whether such Borrowing is to be an ABR Borrowing, a Eurodollar Borrowing, a Canadian Prime Rate Borrowing or a CDOR Rate Borrowing; and

(vii) in the case of a Eurodollar Borrowing or CDOR Rate Borrowing, the initial Interest Period to be applicable thereto, which shall be a period contemplated by the definition of the term "Interest Period."

If no election as to the Type of Borrowing is specified, then (A) a Borrowing of U.S. Revolving Loans or Canadian Revolving Loans requested in Dollars shall be an ABR Borrowing and (B) a Borrowing of Canadian Revolving Loans requested in Canadian Dollars shall be a Canadian Prime Rate Borrowing. If no Interest Period is specified with respect to any requested Eurodollar Borrowing or CDOR Rate Borrowing, then the applicable Borrower(s) shall be deemed to have selected an Interest Period of one month's or 30 days', as applicable, duration. Promptly following receipt of a Borrowing Request in accordance with this Section, the Applicable Administrative Agent shall advise each Lender of the details thereof and of the amount of such Lender's Revolving Loan to be made as part of the requested Borrowing.

SECTION 2.04 Protective Advances.

(a) Subject to the limitations set forth below, the Applicable Administrative Agent is authorized by the Borrowers and the Lenders, from time to time in the Applicable Administrative Agent's sole discretion (but shall have absolutely no obligation), to make (i) in the case of the Administrative Agent, Loans to the U.S. Borrowers in Dollars on behalf of the U.S. Revolving Lenders (each such Loan, a "U.S. Protective Advance") or (ii) in the case of the Canadian Administrative Agent, Loans to the Canadian Borrower or the U.S. Borrowers in Canadian Dollars or Dollars on behalf of the Canadian Revolving Lenders (each such Loan, a "Canadian Protective Advance") which the Applicable Administrative Agent, in its Permitted Discretion, deems necessary or appropriate (A) to preserve or protect the Collateral, or any portion thereof, (B) to enhance the likelihood of, or maximize the amount of, repayment of the Loans and other Obligations, or (C) to pay any other amount chargeable to or required to be paid by the applicable Borrower(s) pursuant to the terms of this Agreement, including payments of reimbursable expenses (including costs, fees, and expenses as described in Section 9.03) and other sums payable under the Loan Documents; provided that (i) the aggregate principal amount of outstanding U.S. Protective Advances shall not, at any time, exceed (x) 5% of the total U.S. Commitment then in effect or (y) when aggregated with the aggregate outstanding principal amount of U.S. Overadvances, 7.5% of the total U.S. Commitment then in effect; provided further that no U.S. Protective Advance shall be made if after giving effect thereto, the sum of any Lender's U.S. Credit Exposure and Prepetition U.S. Credit Exposure shall exceed such Lender's U.S. Commitment and (ii) the aggregate Dollar Equivalent of outstanding Canadian Protective Advances shall not, at any time, exceed (x) 5% of the total Canadian Commitment then in effect or (y) when aggregated with the aggregate outstanding principal amount of Canadian Overadvances, 7.5% of the total Canadian Commitment then in effect; provided further that no Canadian Protective Advance shall be made if after giving effect thereto, the sum of any Lender's Canadian Credit Exposure and Prepetition Canadian Credit Exposure shall exceed such Lender's Canadian Commitment. Protective Advances may be made even if the conditions precedent set forth in Section 4.02 have not been satisfied. All Protective Advances shall be ABR Borrowings (in the case of Dollar denominated amounts) or Canadian Prime Rate Borrowings (in the case of Canadian Dollar denominated amounts). The Applicable Administrative Agent's authorization to make Protective Advances may be revoked at any time by the Required Lenders. Any such revocation must be in writing and shall become effective prospectively upon the Applicable Administrative Agent's receipt thereof. At any time that the making of such U.S. Revolving Loan would not violate the Revolving Exposure Limitations and the conditions precedent set forth in Section 4.02 have been satisfied, the Administrative Agent may request the U.S. Revolving Lenders to make a U.S. Revolving Loan in Dollars to repay a U.S. Protective Advance. At any other time the Administrative Agent may require the U.S. Revolving Lenders to fund in Dollars their risk participations described in Section 2.04(b). At any

time the making of such Canadian Revolving Loan would not violate the Revolving Exposure Limitations and the conditions precedent set forth in Section 4.02 have been satisfied, the Canadian Administrative Agent may request the Canadian Revolving Lenders to make a Canadian Revolving Loan to the applicable Borrower(s) in the currency in which any Canadian Protective Advance is denominated to repay such Canadian Protective Advance. At any other time the Canadian Administrative Agent may require the Canadian Revolving Lenders to fund their risk participations described in Section 2.04(b) in any Canadian Protective Advance in the currency in which such Canadian Protective Advance is denominated.

(b) The Administrative Agent may by notice given not later than 12:00 p.m., New York City time, on any Business Day require the U.S. Revolving Lenders to acquire participations on such Business Day in all or a portion of any U.S. Protective Advance outstanding. The Canadian Administrative Agent may by notice given not later than 12:00 p.m., Toronto time, on any Business Day require the Canadian Revolving Lenders to acquire participations on such Business Day in all or a portion of any Canadian Protective Advance outstanding. Each such notice shall specify the aggregate principal amount of the Protective Advance in which the Lenders will be required to participate, the currency thereof and each Lender's Applicable Percentage of such Protective Advance. Each Lender hereby absolutely and unconditionally agrees to pay, upon receipt of notice as provided above, to the Administrative Agent such Lender's Applicable Percentage of each such Protective Advance. Each Lender acknowledges and agrees that its obligation to acquire participations in Protective Advances pursuant to this paragraph is absolute and unconditional and shall not be affected by any circumstance whatsoever, including nonsatisfaction of any of the conditions precedent set forth in Section 4.02, the occurrence and continuance of a Default or any reduction or termination of the Revolving Commitments, and that each such payment shall be made without any offset, abatement, withholding or reduction whatsoever. Each Lender shall comply with its obligation under this paragraph by wire transfer of immediately available funds, in the same manner as provided in Section 2.07 with respect to Revolving Loans made by such Lender (and Section 2.07 shall apply, mutatis mutandis, to the payment obligations of the Lenders pursuant to this paragraph). From and after the date, if any, on which any Lender has paid in full for its participation in any Protective Advance purchased hereunder, the Applicable Administrative Agent shall promptly distribute to such Lender its Applicable Percentage of all payments of principal and interest and all proceeds of Collateral received by the Applicable Administrative Agent in respect of such Protective Advance; provided that any such payment or proceeds so distributed shall be repaid to the Applicable Administrative Agent if and to the extent such payment or proceeds is required to be refunded to the applicable Borrower(s) for any reason. The purchase of participations in any Protective Advance pursuant to this paragraph shall not constitute a Loan and shall not relieve the Borrowers of their respective obligations to repay such Protective Advance.

SECTION 2.05 Swingline Loans and Overadvances.

(a) The Administrative Agent, the U.S. Swingline Lender and the U.S. Revolving Lenders agree that in order to facilitate the administration of this Agreement and the other Loan Documents, promptly after the Borrower Representative requests an ABR Revolving Borrowing under the U.S. Facility, the Swingline Lender may, in its discretion, elect to have the terms of this Section 2.05(a) apply to such Borrowing Request by advancing, on behalf of the U.S. Revolving Lenders and in the amount and on the date requested, same day funds to the U.S. Borrowers to the Funding Account(s) (each such Loan made solely by the U.S. Swingline Lender pursuant to this Section 2.05(a) is referred to in this Agreement as a "U.S. Swingline Loan"), with settlement among the U.S. Swingline Lender and the other U.S. Revolving Lenders as to the U.S. Swingline Loans to take place on a periodic basis as set forth in Section 2.05(d). Each U.S. Swingline Loan shall be subject to all the terms and conditions applicable to other ABR Loans funded by the U.S. Revolving Lenders, except that all payments thereon shall be payable to the U.S. Swingline Lender solely for its own account. The Administrative Agent, the Canadian Swingline Lender and the Canadian Revolving Lenders agree that in order to facilitate the administration of this Agreement and the other Loan Documents, promptly after the Borrower Representative requests an ABR Revolving

Borrowing or Canadian Prime Rate Borrowing under the Canadian Facility, the Canadian Swingline Lender may, in its discretion, elect to have the terms of this Section 2.05(a) apply to such Borrowing Request by advancing, on behalf of the Canadian Revolving Lenders and in the amount and on the date requested, same day funds to the Canadian Borrower to the Funding Account(s) (each such Loan made solely by the Canadian Swingline Lender pursuant to this Section 2.05(a) is referred to in this Agreement as a “Canadian Swingline Loan”), with settlement among the Canadian Swingline Lender and the Canadian Revolving Lenders as to the Canadian Swingline Loans to take place on a periodic basis as set forth in Section 2.05(d). Each Canadian Swingline Loan shall be subject to all the terms and conditions applicable to other ABR Loans or Canadian Prime Rate Loans funded by the Canadian Revolving Lenders, except that all payments thereon shall be payable to the Canadian Swingline Lender solely for its own account. The aggregate Dollar Equivalent of U.S. Swingline Loans outstanding at any time shall not exceed 10% of the aggregate U.S. Commitment in effect at such time. The aggregate Dollar Equivalent of Canadian Swingline Loans outstanding at any time shall not exceed 10% of the aggregate Canadian Commitment in effect at such time. No Swingline Lender shall make any Swingline Loan if the requested Swingline Loan would not comply with the Revolving Exposure Limitations. All Swingline Loans denominated in dollars shall be ABR Borrowings and all Canadian Swingline Loans denominated in Canadian Dollars shall be Canadian Prime Rate Loans.

(b) Any provision of this Agreement to the contrary notwithstanding, at the request of the Borrower Representative, the Administrative Agent may in its sole discretion (but shall have absolutely no obligation) make (i) in the case of the Administrative Agent, Loans to the U.S. Borrowers in Dollars on behalf of the U.S. Revolving Lenders (each such Loan, a “U.S. Overadvance”) or (ii) in the case of the Canadian Administrative Agent, Loans to the Canadian Borrower or the U.S. Borrowers in Canadian Dollars or Dollars on behalf of the Canadian Revolving Lenders (each such Loan, a “Canadian Overadvance”); provided that (1) the aggregate amount of outstanding U.S. Overadvances shall not, at any time, exceed (x) 5% of the total U.S. Commitment then in effect or (y) when aggregated with the aggregate outstanding amount of U.S. Protective Advances then outstanding, 7.5% of the total U.S. Commitment then in effect; provided further that no U.S. Overadvance shall be made if after giving effect thereto, the sum of any Lender’s U.S. Credit Exposure and Prepetition U.S. Credit Exposure shall exceed such Lender’s U.S. Commitment; and (2) the aggregate Dollar Equivalent of outstanding Canadian Overadvances shall not, at any time, exceed (x) 5% of the total Canadian Commitment then in effect or (y) when aggregated with the aggregate Dollar Equivalent of Canadian Protective Advances shall not at any time exceed 7.5% of the Canadian Commitment then in effect; provided further that no Canadian Overadvance shall be made if after giving effect thereto, the sum of any Lender’s Canadian Credit Exposure and Prepetition Canadian Credit Exposure shall exceed such Lender’s Canadian Commitment. Overadvances may be made even if the conditions precedent set forth in Section 4.02 have not been satisfied. All Overadvances denominated in dollars shall be ABR Borrowings and all Canadian Overadvances denominated in Canadian Dollars shall be Canadian Prime Rate Loans. The applicable Borrowers shall be required to repay each Overadvance no later than the 30th day after the date of the making thereof. The Applicable Administrative Agent’s authorization to make Overadvances may be revoked at any time by the Required Lenders. Any such revocation must be in writing and shall become effective prospectively upon the Administrative Agent’s receipt thereof.

(c) The U.S. Swingline Lender and the Administrative Agent may by notice given not later than 12:00 p.m., New York City time, on any Business Day require the U.S. Revolving Lenders to acquire participations on such Business Day in all or a portion of any U.S. Swingline Loan or U.S. Overadvance, respectively, outstanding. The Canadian Administrative Agent may by notice given not later than 12:00 p.m. Toronto time, on any Business Day require the Canadian Revolving Lenders to acquire participations on such Business Day in all or a portion of any Canadian Swingline Loan and Canadian Overadvance outstanding. Each such notice shall specify the aggregate principal amount of the Swingline Loan or Overadvance, respectively, in which the Lenders will be required to participate, including the currency

thereof, and each Lender's Applicable Percentage of such Swingline Loan or Overadvance. Each Lender hereby absolutely and unconditionally agrees to pay, upon receipt of notice as provided above, to the Administrative Agent, for the account of the applicable Swingline Lender or the account of the Applicable Administrative Agent, as applicable, such Lender's Applicable Percentage of such Swingline Loan or Overadvance. Each Lender acknowledges and agrees that its obligation to acquire participations in Swingline Loans and Overadvances pursuant to this paragraph is absolute and unconditional and shall not be affected by any circumstance whatsoever, including nonsatisfaction of any of the conditions precedent set forth in Section 4.02, the occurrence and continuance of a Default or any reduction or termination of the Revolving Commitments, and that each such payment shall be made without any offset, abatement, withholding or reduction whatsoever. Each Lender shall comply with its obligation under this paragraph by wire transfer of immediately available funds, in the same manner as provided in Section 2.07 with respect to Revolving Loans made by such Lender (and Section 2.07 shall apply, mutatis mutandis, to the payment obligations of the Lenders pursuant to this paragraph). From and after the date, if any, on which any Lender has paid in full for its participation in any Swingline Loan or Overadvance purchased hereunder, the applicable Swingline Lender or the Applicable Administrative Agent, as applicable, shall promptly distribute to such Lender its Applicable Percentage of all payments of principal and interest and all proceeds of Collateral received by the Swingline Lender or the Applicable Administrative Agent, as applicable, in respect of such Swingline Loan or Overadvance; provided that any such payment or proceeds so distributed shall be repaid to the Swingline Lender or the Applicable Administrative Agent, as applicable, if and to the extent such payment or proceeds is required to be refunded to the applicable Borrowers for any reason. The purchase of participation in any Swingline Loan or Overadvance pursuant to this paragraph shall not constitute a Loan and shall not relieve the applicable Borrowers of their obligation to repay such Swingline Loan or Overadvance.

(d) The Applicable Administrative Agent, on behalf of each Swingline Lender, shall request settlement (a "Settlement") with the Revolving Lenders on at least a weekly basis or on any earlier date that the Administrative Agent elects, by notifying the applicable Revolving Lenders of such requested Settlement by electronic transmission, telephone, or e-mail no later than 1:00 p.m., New York City time, on the date of such requested Settlement (the "Settlement Date"). Each Revolving Lender (other than the applicable Swingline Lender) shall transfer the amount of such Lender's Applicable Percentage of the outstanding principal amount of the applicable Swingline Loan in the currency in which such Swingline Loan is denominated with respect to which Settlement is requested to the Applicable Administrative Agent, to such account of the Applicable Administrative Agent as the Administrative Agent may designate, not later than 3:00 p.m., New York City time, on such Settlement Date. Settlements may occur during the existence of a Default and whether or not the applicable conditions precedent set forth in Section 4.02 have then been satisfied. Such amounts transferred to the Administrative Agent shall be applied against the amounts of the Swingline Lender's Swingline Loans and, together with Swingline Lender's Applicable Percentage of such Swingline Loan, shall constitute Revolving Loans of such Lenders, respectively. If any such amount is not transferred to the Administrative Agent by any Revolving Lender on such Settlement Date, the Swingline Lender shall be entitled to recover such amount on demand from such Lender together with interest thereon as specified in Section 2.07.

SECTION 2.06 Letters of Credit.

(a) General. Subject to the terms and conditions set forth herein, the Borrower Representative may request the issuance of Letters of Credit denominated in Dollars or an LC Alternative Currency (in the case of U.S. Letters of Credit) for the account of the U.S. Borrowers or Letters of Credit denominated in Dollars, Canadian Dollars or an LC Alternative Currency (in the case of any Canadian Letter of Credit) for the account of the U.S. Borrowers or the Canadian Borrower, in a form reasonably acceptable to the Applicable Administrative Agent and the applicable Issuing Bank, at any time and from time to time during the Availability Period. In the event of any inconsistency between the terms and conditions of this

Agreement and the terms and conditions of any form of letter of credit application or other agreement submitted by any Borrower to, or entered into by any Borrower with, an Issuing Bank relating to any Letter of Credit, the terms and conditions of this Agreement shall control. For the avoidance of doubt, subject to Section 2.06(n) any Letter of Credit hereunder for the account of the U.S. Borrowers or the Canadian Borrower may be for the benefit of any Subsidiary whether or not a U.S. Borrower or a Canadian Borrower.

(b) Notice of Issuance, Amendment, Renewal, Extension; Certain Conditions. To request the issuance of a Letter of Credit or the amendment, renewal or extension of an outstanding Letter of Credit (other than an automatic renewal permitted pursuant to paragraph (c) of this Section), the Borrower Representative shall deliver by hand or electronic transmission (or transmit by electronic communication, if arrangements for doing so have been approved by the recipient) to the applicable Issuing Bank and the Applicable Administrative Agent (reasonably in advance of the requested date of issuance, amendment, renewal or extension) a notice requesting the issuance of a Letter of Credit, or identifying the Letter of Credit to be amended, renewed or extended, specifying whether such Letter of Credit is a U.S. Letter of Credit or a Canadian Letter of Credit, the Borrower(s) for whose account such Letter of Credit is to be issued, and specifying the date of issuance, amendment, renewal or extension (which shall be a Business Day), the date on which such Letter of Credit is to expire (which shall comply with paragraph (c) of this Section), the amount of such Letter of Credit, the currency in which such Letter of Credit will be denominated (which (x) shall be Dollars in the case of U.S. Letters of Credit and (y) shall be Dollars, Canadian Dollars or any LC Alternative Currency in the case of Canadian Letters of Credit) the name and address of the beneficiary thereof and such other information as shall be necessary to prepare, amend, renew or extend such Letter of Credit. If requested by the applicable Issuing Bank, the Borrower Representative also shall submit a letter of credit application on such Issuing Bank's standard form in connection with any request for a Letter of Credit. A Letter of Credit shall be issued, amended, renewed or extended only if (and upon issuance, amendment, renewal or extension of each Letter of Credit the Borrowers shall be deemed to represent and warrant that), after giving effect to such issuance, amendment, renewal or extension (i) the total U.S. LC Exposure shall not exceed \$135,000,000 and the total Canadian LC Exposure shall not exceed \$15,000,000, (ii) the total U.S. Standby LC Exposure shall not exceed \$70,000,000 and the total Canadian Standby LC Exposure shall not exceed \$5,000,000 and (iii) the Revolving Exposure Limitations shall be complied with.

(c) Expiration Date. Each Letter of Credit shall expire at or prior to the close of business on the earlier of (i) the date one year after the date of the issuance of such Letter of Credit (or, in the case of any renewal or extension thereof, one year after such renewal or extension) and (ii) the date that is five (5) Business Days prior to the date set forth in clause (i) of the definition of "Maturity Date". Any Letter of Credit may provide by its terms that it may be automatically extended for additional successive one year periods on terms reasonably acceptable to the applicable Issuing Bank. Any Letter of Credit providing for automatic extension shall be extended upon the then current expiration date without any further action by any Person unless the applicable Issuing Bank shall have given notice to the applicable beneficiary (with a copy to the applicable Borrower) of the election by such Issuing Bank not to extend such Letter of Credit, such notice to be given not fewer than 30 days prior to the then current expiration date of such Letter of Credit; provided that no Letter of Credit may be extended automatically or otherwise beyond the date that is five (5) Business Days prior to the date set forth in clause (i) of the definition of "Maturity Date".

(d) Participations. By the issuance of a Letter of Credit (or an amendment to a Letter of Credit increasing the amount thereof) under any Facility and without any further action on the part of the applicable Issuing Bank or the Lenders under such Facility, such Issuing Bank hereby grants to each Lender under such Facility, and each Lender under such Facility hereby acquires from such Issuing Bank, a participation in such Letter of Credit equal to such Lender's Applicable Percentage of the aggregate amount available to be drawn under such Letter of Credit. In consideration and in furtherance of the foregoing, (i) with respect to each U.S. Letter of Credit, each U.S. Revolving Lender hereby absolutely and unconditionally agrees to

pay in Dollars to the Administrative Agent, and (ii) with respect to any Canadian Letters of Credit, each applicable Canadian Revolving Lender hereby absolutely and unconditionally promises to pay, in Dollars, to the Canadian Administrative Agent, in each case for the account of the applicable Issuing Bank, such Lender's Applicable Percentage of the Dollar Equivalent of each LC Disbursement made by such Issuing Bank and not reimbursed by the applicable Borrower(s) on the date due as provided in paragraph (e) of this Section, or of any reimbursement payment required to be refunded to such Borrower(s) for any reason. Each Lender acknowledges and agrees that its obligation to acquire participations pursuant to this paragraph in respect of Letters of Credit is absolute and unconditional and shall not be affected by any circumstance whatsoever, including any amendment, renewal or extension of any Letter of Credit or the occurrence and continuance of a Default, reduction or termination of the Revolving Commitments or any force majeure or other event that under any rule of law or uniform practices to which any Letter of Credit is subject (including Section 3.14 of ISP 98 or any successor publication of the International Chamber of Commerce) permits a drawing to be made under such Letter of Credit after the expiration thereof or of the Revolving Commitments, and that each such payment shall be made without any offset, abatement, withholding or reduction whatsoever.

(e) Reimbursement. If an Issuing Bank shall make any LC Disbursement in respect of a Letter of Credit, the applicable Borrower(s) shall, following notice of such LC Disbursement to the Borrower Representative, reimburse such LC Disbursement by paying to the Applicable Administrative Agent in Dollars an amount equal to the Dollar Equivalent of such LC Disbursement not later than 2:00 p.m., New York City time, on the date that such LC Disbursement is made, if the Borrower Representative shall have received notice of such LC Disbursement prior to 10:00 a.m., New York City time, on such date, or, if such notice has not been received by the Borrower Representative prior to such time on such date, then not later than 2:00 p.m., New York City time, on (i) the Business Day that the Borrower Representative receives such notice, if such notice is received prior to 10:00 a.m., New York City time, on the day of receipt, or (ii) the Business Day immediately following the Business Day that the Borrower Representative receives such notice, if such notice is not received prior to such time on the day of receipt; provided that the Borrowers may, subject to the conditions to borrowing set forth herein, request in accordance with Section 2.03 that such payment be financed with an ABR Revolving Borrowing in an equivalent amount and, to the extent so financed, the applicable Borrower(s)' obligation to make such payment shall be discharged and replaced by the resulting ABR Revolving Borrowing, or, if the applicable Swingline Lender shall have elected to apply the terms of Section 2.05(a) to such requested Borrowing, the resulting Swingline Loan. If the applicable Borrower(s) fail to make such payment when due, the Applicable Administrative Agent shall notify each applicable Lender of the Dollar Equivalent of the applicable LC Disbursement, the payment then due from the applicable Borrower(s) in respect thereof and such Revolving Lender's Applicable Percentage thereof. Promptly following receipt of such notice, each applicable Revolving Lender shall pay to the Applicable Administrative Agent in Dollars its Applicable Percentage of the payment then due from the applicable Borrower(s), in the same manner as provided in Section 2.07 with respect to Loans made by such Lender (and Section 2.07 shall apply, mutatis mutandis, to the payment obligations of the Lenders), and the Applicable Administrative Agent shall promptly pay to such Issuing Bank the amounts so received by it from the applicable Revolving Lenders. Promptly following receipt by the Applicable Administrative Agent of any payment from the Borrower(s) pursuant to this paragraph, the Applicable Administrative Agent shall distribute such payment to the applicable Issuing Bank or, to the extent that any Revolving Lender has made payments pursuant to this paragraph to reimburse such Issuing Bank, then to each such Revolving Lender and such Issuing Bank as their interests may appear. Any payment made by a Revolving Lender pursuant to this paragraph to reimburse an Issuing Bank for any LC Disbursement (other than the funding of ABR Revolving Loans or a Swingline Loan as contemplated above) shall not constitute a Loan and shall not relieve the applicable Borrower(s) of their obligation to reimburse such LC Disbursement.

(f) Obligations Absolute. The Borrowers' obligations to reimburse LC Disbursements as provided in paragraph (e) of this Section is absolute, unconditional and irrevocable, and shall be performed

strictly in accordance with the terms of this Agreement under any and all circumstances whatsoever and irrespective of (i) any lack of validity or enforceability of any Letter of Credit or this Agreement, or any term or provision therein, (ii) any draft or other document presented under a Letter of Credit proving to be forged, fraudulent or invalid in any respect or any statement therein being untrue or inaccurate in any respect, (iii) payment by any Issuing Bank under a Letter of Credit against presentation of a draft or other document that does not substantially comply with the terms of such Letter of Credit, (iv) any force majeure or other event that under any rule of law or uniform practices to which any Letter of Credit is subject (including Section 3.14 of ISP 98 or any successor publication of the International Chamber of Commerce) permits a drawing to be made under such Letter of Credit after the stated expiration date thereof or of the Revolving Commitments or (v) any other event or circumstance whatsoever, whether or not similar to any of the foregoing, that might, but for the provisions of this paragraph, constitute a legal or equitable discharge of, or provide a right of setoff against, the Borrowers' obligations hereunder. No Lender Party, nor any of their Related Parties, shall have any liability or responsibility by reason of or in connection with the issuance or transfer of any Letter of Credit or any payment or failure to make any payment thereunder (irrespective of any of the circumstances referred to in the preceding sentence), or any error, omission, interruption, loss or delay in transmission or delivery of any draft, notice or other communication under or relating to any Letter of Credit (including any document required to make a drawing thereunder), any error in interpretation of technical terms or any other act, failure to act or other event or circumstance; provided that the foregoing shall not be construed to excuse any Issuing Bank from liability to the applicable Borrower(s) to the extent of any direct damages (as opposed to special, indirect, consequential or punitive damages, claims in respect of which are hereby waived by the Borrowers to the extent permitted by applicable law) suffered by such Borrower(s) that are caused by such Issuing Bank's failure to exercise care when determining whether drafts and other documents presented under a Letter of Credit comply with the terms thereof. The parties hereto expressly agree that, in the absence of bad faith, gross negligence or willful misconduct on the part of an Issuing Bank (with such absence to be presumed unless otherwise determined by a court of competent jurisdiction in a final and nonappealable judgment), such Issuing Bank shall be deemed to have exercised care in each such determination. In furtherance of the foregoing and without limiting the generality thereof, the parties agree that, with respect to documents presented which appear on their face to be in substantial compliance with the terms of a Letter of Credit, an Issuing Bank may, in its sole discretion, either accept and make payment upon such documents without responsibility for further investigation, regardless of any notice or information to the contrary, or refuse to accept and make payment upon such documents if such documents are not in strict compliance with the terms of such Letter of Credit.

(g) Disbursement Procedures. Each Issuing Bank shall, promptly following its receipt thereof, examine all documents purporting to represent a demand for payment under a Letter of Credit. Each Issuing Bank shall promptly notify the Applicable Administrative Agent and the Borrower Representative by telephone (confirmed by electronic transmission) of such demand for payment and whether such Issuing Bank has made or will make an LC Disbursement thereunder; provided that any failure to give or delay in giving such notice shall not relieve the Borrowers of their obligation to reimburse such Issuing Bank and the applicable Revolving Lenders with respect to any such LC Disbursement.

(h) Interim Interest. If any Issuing Bank shall make any LC Disbursement, then, unless the applicable Borrower(s) shall reimburse such LC Disbursement in full in cash on the date such LC Disbursement is made, the unpaid Dollar Equivalent thereof shall bear interest, for each day from and including the date such LC Disbursement is made to but excluding the date that such Borrower(s) reimburse such LC Disbursement in full in cash, at the rate per annum then applicable to Canadian Prime Rate Revolving Loans (if the LC Disbursement is in Cdn\$) or ABR Revolving Loans (if the LC Disbursement is in US\$); provided that, if the Borrowers fail to reimburse such LC Disbursement when due pursuant to paragraph (e) of this Section, then Section 2.13(f) shall apply. Interest accrued pursuant to this paragraph shall be paid to the Applicable Administrative Agent for the account of the applicable Issuing Bank, except that interest accrued on and after the date of payment by any Revolving Lender pursuant to paragraph (e)

of this Section to reimburse the Issuing Bank shall be for the account of such Revolving Lender to the extent of such payment, and shall be payable on demand or, if no demand has been made, on the date on which the applicable Borrower(s) reimburse the applicable LC Disbursement in full in cash.

(i) Replacement of the Issuing Banks. Any Issuing Bank may be replaced at any time by written agreement among the Borrower Representative, the Applicable Administrative Agent, the replaced Issuing Bank and the successor Issuing Bank. The Applicable Administrative Agent shall notify the Lenders of any such replacement of an Issuing Bank. At the time any such replacement shall become effective, the applicable Borrower(s) shall pay all unpaid fees accrued for the account of the replaced Issuing Bank pursuant to Section 2.12(b). From and after the effective date of any such replacement, (i) the successor Issuing Bank shall have all the rights and obligations of an Issuing Bank under this Agreement with respect to Letters of Credit to be issued thereafter and (ii) references herein to the term "Issuing Bank" shall be deemed to refer to such successor or to any previous Issuing Bank, or to such successor and all previous Issuing Banks, as the context shall require. After the replacement of an Issuing Bank hereunder, the replaced Issuing Bank shall remain a party hereto and shall continue to have all the rights and obligations of an Issuing Bank under this Agreement with respect to Letters of Credit issued by it prior to such replacement, but shall not be required to issue additional Letters of Credit.

(j) Cash Collateralization. If any Event of Default shall occur and be continuing, on the Business Day that the Borrower Representative receives notice from the Administrative Agent or the Required Lenders demanding the deposit of cash collateral pursuant to this paragraph, (i) the Borrowers shall deposit in an account with the Administrative Agent, in the name of the Administrative Agent and for the benefit of the Revolving Lenders (the "U.S. LC Collateral Account"), an amount in cash in the currencies in which such LC Exposure is denominated equal to 103% of the LC Exposure in respect of Letters of Credit issued for the account of the U.S. Borrowers as of such date plus accrued and unpaid interest thereon and (ii) the Canadian Borrower shall deposit in an account with the Administrative Agent, in the name of the Administrative Agent and for the benefit of the Canadian Lenders (the "Canadian LC Collateral Account"), an amount in the currencies in which such LC Exposure is denominated equal to 103% of the LC Exposure in respect of Letters of Credit issued for the account of the Canadian Borrower as of such date plus accrued and unpaid interest thereon as of such date plus accrued and unpaid interest thereon. Such deposits, (A) if made into the U.S. LC Collateral Account shall be held by the Administrative Agent as collateral for the payment and performance of the U.S. Obligations arising from LC Exposure in respect of Letters of Credit issued for the account of the U.S. Borrowers and (B) if made into the Canadian LC Collateral Account shall be held by the Administrative Agent as collateral for the payment and performance of the Canadian Obligations arising from LC Exposure in respect of Letters of Credit issues for the account of the Canadian Borrower, in each case, as further set forth in the applicable Collateral Documents. The Administrative Agent shall have exclusive dominion and control, including the exclusive right of withdrawal, over such accounts. Other than any interest earned on the investment of such deposits, which investments shall be made at the option and sole discretion of the Administrative Agent and at the applicable Borrower(s)' risk and expense, such deposits shall not bear interest. Interest or profits, if any, on such investments shall accumulate in such account. Moneys in each such account shall, notwithstanding anything to the contrary herein or in the Collateral Documents, be applied by the Administrative Agent to reimburse the applicable Issuing Banks for LC Disbursements for which they have not been reimbursed and, to the extent not so applied, shall be held for the satisfaction of the reimbursement obligations of the applicable Borrower(s) for the LC Exposure in respect of Letters of Credit issued for the account of such Borrower(s) at such time or, if the maturity of the Loans has been accelerated (but subject to the consent of Required Lenders), be applied, in the case of moneys in the U.S. LC Collateral Account, to satisfy the Secured Obligation or, in the case of moneys in the Canadian LC Collateral Account, to satisfy the Canadian Secured Obligations, be applied to satisfy other Secured Obligations (but subject to, in the case of any such application at a time when any Lender is a Defaulting Lender (but only if, after giving effect thereto, the remaining cash collateral shall be less than the aggregate LC Exposure of all the Defaulting Lenders that

has not been reallocated to non-Defaulting Lenders pursuant to Section 2.20), the consent of each Issuing Bank). If any Borrower is required to provide an amount of cash collateral hereunder as a result of the occurrence of an Event of Default, such amount (to the extent not applied as aforesaid) shall be returned to such Borrower within three (3) Business Days after all Events of Default have been cured or waived.

(k) Existing Letters of Credit. Each Existing Letter of Credit that is (i) a Canadian Letter of Credit (as defined in the Prepetition Credit Agreement) shall constitute a “Canadian Letter of Credit” for all purposes of this Agreement and shall be deemed issued under this Agreement on the Effective Date and (ii) a U.S. Letter of Credit (as defined in the Prepetition Credit Agreement) shall constitute a “U.S. Letter of Credit” for all purposes of this Agreement and shall be deemed issued under this Agreement on the Effective Date. All (i) Canadian LC Exposure (as defined in the Prepetition Credit Agreement) shall constitute “Canadian LC Exposure” for all purposes of this Agreement and (ii) U.S. LC Exposure (as defined in the Prepetition Credit Agreement) shall constitute “U.S. LC Exposure” for all purposes of this Agreement, and, in each case, no issuance or similar fees (as distinguished from ongoing participation or fronting fees) will be required in connection with the deemed issuance of the Existing Letters of Credit on the Effective Date.

(l) Issuing Bank Reports to the Administrative Agent. Unless otherwise agreed by the Applicable Administrative Agent, each Issuing Bank shall, in addition to its notification obligations set forth elsewhere in this Section, report in writing to the Applicable Administrative Agent (i) periodic activity (for such period or recurrent periods as shall be requested by the Applicable Administrative Agent) in respect of Letters of Credit issued by such Issuing Bank, including all issuances, extensions, amendments and renewals, all expirations and cancelations and all disbursements and reimbursements, (ii) reasonably prior to the time that such Issuing Bank issues, amends, renews or extends any Letter of Credit, the date of such issuance, amendment, renewal or extension, and the stated amount and currency of the Letters of Credit issued, amended, renewed or extended by it and outstanding after giving effect to such issuance, amendment, renewal or extension (and whether the amounts thereof shall have changed), (iii) on each Business Day on which such Issuing Bank makes any LC Disbursement, the date and amount and currency of such LC Disbursement, (iv) on any Business Day on which the applicable Borrower(s) fail to reimburse an LC Disbursement required to be reimbursed to such Issuing Bank on such day, the date of such failure and the amount due and (v) on any other Business Day, such other information as the Applicable Administrative Agent shall reasonably request as to the Letters of Credit issued by such Issuing Bank.

(m) LC Exposure Determination. For all purposes of this Agreement, the amount of a Letter of Credit that, by its terms or the terms of any document related thereto, provides for one or more automatic increases in the stated amount thereof shall be deemed to be the maximum stated amount of such Letter of Credit after giving effect to all such increases, whether or not such maximum stated amount is in effect at the time of determination.

(n) Letters of Credit Issued for Subsidiaries. Notwithstanding that a Letter of Credit issued or outstanding hereunder is in support of any obligations of, or is for the account of, a Subsidiary, the U.S. Borrowers (in the case of a Letter of Credit issued for the account of the U.S. Borrowers) or the Canadian Borrower (in the case of a Letter of Credit issued for the account of the Canadian Borrower) shall be obligated to reimburse the applicable Issuing Bank hereunder for any and all drawings under such Letter of Credit. Each Borrower hereby acknowledges that the issuance of Letters of Credit requested by such Borrower for the account of Subsidiaries inures to the benefit of such Borrower, and that such Borrower's business derives substantial benefits from the businesses of such Subsidiaries.

SECTION 2.07 Funding of Borrowings.

(a) Each Lender shall make each Revolving Loan to be made by it hereunder on the proposed date thereof by wire transfer of immediately available funds by 1:00 p.m., New York City time, to the account of the Applicable Administrative Agent most recently designated by it for such purpose by notice to the Revolving Lenders. The Applicable Administrative Agent will make such Loans available to the applicable Borrower(s) by promptly crediting the amounts so received, in like funds, to the Funding Account(s); provided that (I) ABR Revolving Loans made to finance the reimbursement of (i) an LC Disbursement as provided in Section 2.06(e) shall be remitted by the Applicable Administrative Agent to the applicable Issuing Bank and (ii) a U.S. Protective Advance or US. Overadvance shall be retained by the Administrative Agent and (II) ABR Loans made to finance the reimbursement of (i) a Canadian LC Disbursement as provided in Section 2.06(f) shall be remitted by the Canadian Administrative Agent to the applicable Canadian Issuing Bank and (ii) a Canadian Protective Advance or Canadian Overadvance shall be retained by the Canadian Administrative Agent.

(b) Unless the Applicable Administrative Agent shall have received notice from a Lender prior to the proposed date of any Revolving Borrowing that such Lender will not make available to the Applicable Administrative Agent such Lender's Applicable Percentage of such Borrowing, the Applicable Administrative Agent may assume that such Lender has made such share available on such date in accordance with paragraph (a) of this Section and may, in reliance on such assumption, make available to the applicable Borrower(s) a corresponding amount. In such event, if a Lender has not in fact made its share of the applicable Borrowing available to the Applicable Administrative Agent, then the applicable Lender and the applicable Borrower(s) severally agree to pay to the Applicable Administrative Agent forthwith on demand such corresponding amount with interest thereon, for each day from and including the date such amount is made available to the applicable Borrower(s) to but excluding the date of payment to the Applicable Administrative Agent, at (i) in the case of a payment to be made by such Lender, the greater of (x) the Federal Funds Effective Rate (in the case of Dollar-denominated amounts) or the Canadian Prime Rate (in the case of Canadian Dollar-denominated amounts) and (y) a rate determined by the Administrative Agent in accordance with banking industry rules on interbank compensation or (ii) in the case of Loans denominated in Dollars, the interest rate applicable to ABR Loans and in the case of Loans denominated in Canadian Dollars, the interest rate applicable to Canadian Prime Rate Loans. If the applicable Borrower(s) and such Lender shall pay such interest to the Administrative Agent for the same or an overlapping period, the Administrative Agent shall promptly remit to the applicable Borrower(s) the amount of such interest paid by the Borrowers for such period. If such Lender pays such amount to the Applicable Administrative Agent, then such amount shall constitute such Lender's Revolving Loan included in such Borrowing. Any payment by any Borrower(s) pursuant to this paragraph (b) shall be without prejudice to any claim such Borrower(s) may have against a Lender that shall have failed to make such payment to the Applicable Administrative Agent.

SECTION 2.08 Interest Elections.

(a) Each Revolving Borrowing initially shall be of the Type and, in the case of a Eurodollar Revolving Borrowing or CDOR Rate Borrowing, shall have an initial Interest Period as specified in the applicable Borrowing Request or as otherwise provided in Section 2.03. Thereafter, the Borrower Representative may elect to convert such Borrowing to a Borrowing of a different Type or to continue such Borrowing and, in the case of a Eurodollar Revolving Borrowing or CDOR Rate Borrowing, may elect Interest Periods therefor, all as provided in this Section. The Borrower Representative may elect different options with respect to different portions of the affected Borrowing, in which case each such portion shall be allocated ratably among the Lenders holding the Loans comprising such Borrowing, and the Loans comprising each such portion shall be considered a separate Borrowing. This Section shall not apply to Swingline Borrowings, Overadvances or Protective Advances, which may not be converted or continued.

(b) To make an election pursuant to this Section, the Borrower Representative shall notify (i) the Administrative Agent with respect to each U.S. Revolving Borrowing and (ii) the Canadian Administrative Agent (with a copy to the Administrative Agent), with respect to each Canadian Revolving Borrowing, in each case of such election by telephone by the time that a Borrowing Request would be required under Section 2.03 if the Borrowers were requesting a Revolving Borrowing of the Type resulting from such election to be made on the effective date of such election. Each such telephonic Interest Election Request shall be irrevocable and shall be confirmed promptly by hand delivery or electronic transmission to the Administrative Agent (and, in the case of a Canadian Revolving Borrowing, the Canadian Administrative Agent) of an executed written Interest Election Request. Each telephonic and written Interest Election Request shall specify the following information in compliance with Section 2.02:

(i) the Borrowing to which such Interest Election Request applies and, if different options are being elected with respect to different portions thereof, the portions thereof to be allocated to each resulting Borrowing (in which case the information to be specified pursuant to clauses (iii) and (iv) below shall be specified for each resulting Borrowing);

(ii) the effective date of the election made pursuant to such Interest Election Request, which shall be a Business Day;

(iii) whether the resulting Borrowing is to be an ABR Borrowing, a Eurodollar Borrowing, a Canadian Prime Rate Borrowing or a CDOR Rate Borrowing; and

(iv) if the resulting Borrowing is a Eurodollar Borrowing or CDOR Rate Borrowing, the Interest Period to be applicable thereto after giving effect to such election, which shall be a period contemplated by the definition of the term "Interest Period."

If any such Interest Election Request requests a Eurodollar Borrowing or CDOR Rate Borrowing but does not specify an Interest Period, then the Borrowers shall be deemed to have selected an Interest Period of one month's duration, in the case of a Eurodollar Borrowing, or 30 days, in the case of a CDOR Rate Borrowing.

(c) Promptly following receipt of an Interest Election Request in accordance with this Section, the Administrative Agent shall advise each applicable Lender of the details thereof and of such Lender's portion of each resulting Borrowing.

(d) If the Borrower Representative fails to deliver a timely Interest Election Request with respect to a Eurodollar Revolving Borrowing prior to the end of the Interest Period applicable thereto, then, unless such Borrowing is repaid as provided herein, at the end of such Interest Period such Borrowing shall be converted to an ABR Borrowing. If the Borrower Representative fails to deliver a timely Interest Election Request with respect to a CDOR Rate Borrowing prior to the end of the Interest Period applicable thereto, then, unless such Borrowing is repaid as provided herein, at the end of such Interest Period such Borrowing shall be converted to a Canadian Prime Rate Borrowing. Notwithstanding any contrary provision hereof, if an Event of Default has occurred and is continuing and the Administrative Agent, at the request of the Required Lenders, so notifies the Borrower Representative, then, so long as an Event of Default is continuing (i) no outstanding Revolving Borrowing may be converted to or continued as a Eurodollar Borrowing or CDOR Rate Borrowing, (ii) unless repaid, each Eurodollar Revolving Borrowing shall be converted to an ABR Borrowing at the end of the Interest Period applicable thereto and (iii) unless repaid, each CDOR Rate Borrowing shall be converted into a Canadian Prime Rate Borrowing at the end of the Interest Period applicable thereto.

SECTION 2.09 Termination and Reduction of Revolving Commitments; Increase in Revolving Commitments.

(a) Unless previously terminated, the Revolving Commitments shall automatically terminate at 5:00 p.m., New York City time, on the Maturity Date, or any earlier date on which the Revolving Commitments are reduced to zero or otherwise terminated pursuant to the terms hereof.

(b) The Borrower Representative may at any time terminate the Commitments under the U.S. Facility and/or the Canadian Facility upon (i) the payment in full in cash of all outstanding Loans, together with accrued and unpaid interest thereon and on any LC Disbursements, in each case, under the applicable Facility, (ii) the cancellation and return of all outstanding Letters of Credit (or alternatively, with respect to each such Letter of Credit, (x) the furnishing to the Administrative Agent of a cash deposit (or at the discretion of the Administrative Agent a backup standby letter of credit reasonably satisfactory to the Administrative Agent) equal to 103% of the portion of the LC Exposure attributable to all Letters of Credit, as determined by the applicable Issuing Banks) or (y) such other alternative arrangement with respect to any such Letters of Credit that is satisfactory to the Administrative Agent and the Issuing Bank), and such cash deposit shall not be subject to or subordinate to the Carve-Out or the Canadian DIP Charge, (iii) the payment in full in cash of all accrued and unpaid fees owing in respect of such Facility and (iv) the payment in full in cash of all reimbursable expenses and all other Obligations outstanding at such time in respect of such Facility; provided that, upon the termination of the Revolving Commitments pursuant to this clause (b), all obligations of the Administrative Agent and the Lenders to provide the credit facility to the Borrowers described in the Exit Facility Term Sheet and the rights and obligations of the parties hereto under Section 2.23 shall automatically terminate without any further consent or action required by any Person.

(c) The Borrower Representative may from time to time reduce the Commitments under the U.S. Facility and/or the Canadian Facility; provided that (i) each reduction of the Revolving Commitments shall be in an amount that is an integral multiple of \$1,000,000 and not less than \$5,000,000 and (ii) the Borrower Representative shall not reduce the Revolving Commitments under any Facility if, after giving effect to any concurrent prepayment of the Loans in accordance with Section 2.11, the Borrowers would not be in compliance with the Revolving Exposure Limitations.

(d) The Borrower Representative shall notify the Administrative Agent of any election to terminate or reduce the Revolving Commitments under paragraph (b) or (c) of this Section at least three (3) Business Days prior to the effective date of such termination or reduction, specifying such election and the effective date thereof. Promptly following receipt of any such notice, the Administrative Agent shall advise the Revolving Lenders of the contents thereof. Each notice delivered by the Borrower Representative pursuant to this Section shall be irrevocable; provided that a notice of termination of the Revolving Commitments delivered by the Borrower Representative may state that such notice is conditioned upon the effectiveness of other credit facilities, in which case such notice may be revoked by the Borrower Representative (by notice to the Administrative Agent on or prior to specified effective date) if such condition is not satisfied. Any termination or reduction of the Revolving Commitments shall be permanent. Each reduction of the Revolving Commitments under any Facility shall be made ratably among the Lenders under such Facility in accordance with their respective Revolving Commitments thereunder.

SECTION 2.10 Repayment of Loans; Evidence of Debt.

(a) The U.S. Borrowers hereby, jointly and severally, unconditionally promise to pay to (i) the Administrative Agent, for the account of each U.S. Revolving Lender the principal amount of all outstanding U.S. Revolving Loans, (ii) the Canadian Administrative Agent, for the account of each Canadian Revolving Lender the principal amount of all outstanding Canadian Revolving Loans to the U.S.

Borrowers, (iii) the Applicable Administrative Agent the then unpaid amount of each Protective Advance to the U.S. Borrowers and Overadvance to the U.S. Borrowers, (iv) the U.S. Swingline Lender, the principal amount of each U.S. Swingline Loan and (v) the Canadian Swingline Lender, the principal amount of each Canadian Swingline Loan to the U.S. Borrowers, in each case, on the earliest of (A) the Maturity Date, (B) in the case of any Overadvance, the earlier of the 60th day after the date of the making thereof and demand by the Administrative Agent and (C) in the case of any Protective Advance, demand by the Administrative Agent. The Canadian Borrower hereby unconditionally promises to pay to (i) the Canadian Administrative Agent, for the account of each Canadian Revolving Lender the principal amount of all outstanding Canadian Revolving Loans to the Canadian Borrower, (ii) the Canadian Administrative Agent the then unpaid amount of each Canadian Protective Advance to the Canadian Borrower and Canadian Overadvance to the Canadian Borrower and (iii) the Canadian Swingline Lender, the principal amount of each Canadian Swingline Loan to the Canadian Borrower, in each case, on the earliest of (A) the Maturity Date, (B) in the case of any Canadian Overadvance, the 60th day after the date of the making thereof and demand by the Administrative Agent and (C) in the case of any Canadian Protective Advance, demand by the Canadian Administrative Agent.

(b) On each Business Day, the Administrative Agent shall apply all funds credited to a Concentration Account of the Borrowers on such Business Day or the immediately preceding Business Day (at the discretion of the Administrative Agent, whether or not immediately available), first, to prepay the Prepetition Revolving Loans and/or Prepetition Swingline Loans, if any, that may be outstanding in the order and manner provided in the Prepetition Credit Agreement, second, to prepay any U.S. Protective Advances, U.S. Overadvance, Canadian Protective Advances and Canadian Overadvances that may be outstanding, third, to prepay the Revolving Loans, Swingline Loans, Canadian Revolving Loans and Canadian Swingline Loans, fourth to cash collateralize outstanding U.S. LC Exposure and Canadian LC Exposure with respect to U.S. Letters of Credit and Canadian Letters of Credit issued for the account of the Borrowers at such time in accordance with Section 2.06(j), and fifth, as the Borrower Representative may direct.

(c) Each Lender shall maintain in accordance with its usual practice an account or accounts evidencing the indebtedness of the applicable Borrower(s) to such Lender resulting from each Loan made by such Lender to such Borrower(s), including the amounts of principal and interest payable and paid to such Lender from time to time hereunder.

(d) The Administrative Agent shall maintain accounts in which it shall record (i) the amount of each Loan made hereunder to the applicable Borrower(s), the Type thereof and the Interest Period applicable thereto, (ii) the amount of any principal or interest due and payable or to become due and payable from the applicable Borrowers to each Lender hereunder and (iii) the amount of any sum received by the Applicable Administrative Agent hereunder for the account of the Lenders and each Lender's share thereof.

(e) The entries made in the accounts maintained pursuant to paragraph (c) or (d) of this Section shall be prima facie evidence of the existence and amounts of the obligations recorded therein; provided that the failure of any Lender or the Administrative Agent to maintain such accounts or any error therein shall not in any manner affect the obligation of the Borrowers to pay any amounts due hereunder in accordance with the terms of this Agreement.

(f) Any Lender may request that Loans made by it be evidenced by a promissory note. In such event, the applicable Borrowers shall prepare, execute and deliver to such Lender a promissory note payable to the order of such Lender (or, if requested by such Lender, to such Lender and its registered assigns) and in a form approved by the Administrative Agent.

SECTION 2.11 Prepayment of Loans.

(a) The Borrowers shall have the right at any time and from time to time to prepay any Borrowing in whole or in part, subject to prior notice in accordance with paragraph (c) of this Section; *provided* that, any such prepayments shall be applied, first, to the Prepetition Revolving Loans and/or Prepetition Swingline Loans then outstanding (in the order and manner provided in the Prepetition Credit Agreement) and then to the Revolving Loans.

(b) Except to the extent such excess arises from Protective Advances permitted under Section 2.04 or Overadvances permitted under Section 2.05, in the event and on each occasion that the Borrowers are not in compliance with the Revolving Exposure Limitations, the Canadian Borrower and the U.S. Borrowers shall immediately and severally prepay first, the Prepetition Revolving Loans and/or Prepetition Swingline Loans then outstanding (in the order and in the manner provided in the Prepetition Credit Agreement) and, second, the Revolving Loans and/or Swingline Loans (or, if no such Borrowings are outstanding, deposit cash collateral in the LC Collateral Account in accordance with Section 2.06(j)) of such Borrower(s) in an aggregate amount that, after giving effect to such prepayments or cash collateralizations the Borrowers shall be in compliance with the Revolving Exposure Limitations.

(c) Subject to the priority of Liens and application of funds set forth in the Orders with respect to the Collateral that is sold pursuant to an Asset Sale, in the event and on each occasion that (i) any Net Proceeds are received by or on behalf of the Parent or any Subsidiary in respect of any Prepayment Event and (ii) the Loan Parties receive designated “restricted cash” in accordance with the milestones set forth in Section 5.21(e), the Borrowers shall, on each day such Net Proceeds and designated “restricted cash” are received, prepay Borrowings in an amount equal to 100% of such Net Proceeds or such designated “restricted cash” (without a reduction in Revolving Commitments); provided that in the case of a Prepayment Event described in clauses (a), (b) or (d) of the definition thereof, any Net Proceeds in respect of Term Priority Collateral received by the Borrowers as a result of such Prepayment Event shall be applied (A) unless waived in accordance with the Term Credit Agreement or as provided in the Orders, first, to the “Obligations” under and as defined in the Term Credit Agreement, until paid in full, and (B) second, as set forth in Section 2.11(d) below. Notwithstanding the foregoing (except as described in the proviso to the immediately preceding sentence), the Loan Parties or any Subsidiary shall be permitted to reinvest the Net Proceeds of any Prepayment Event described in clauses (a), (b) or (d) of the definition of Prepayment Event with the prior written consent of the Administrative Agent and the Required Lenders (in their sole and absolute discretion).

(d) The Borrower Representative shall notify the Applicable Administrative Agent (and, in the case of prepayment of a Swingline Loan, the applicable Swingline Lender), with a copy to the Administrative Agent in the case of a prepayment of a Canadian Loan, by telephone (confirmed by hand delivery or electronic transmission) of any prepayment hereunder (i) in the case of prepayment of a Eurodollar Revolving Borrowing or CDOR Rate Borrowing, not later than 11:00 a.m., New York City time, three (3) Business Days before the date of prepayment or (ii) in the case of prepayment of an ABR Revolving Borrowing or a Canadian Prime Rate Borrowing, not later than 11:00 a.m., New York City time, on the date of prepayment. Each such notice shall be irrevocable and shall specify the prepayment date and the principal amount of each Borrowing or portion thereof to be prepaid; provided that, if a notice of prepayment is given in connection with a conditional notice of termination of the Revolving Commitments as contemplated by Section 2.09, then such notice of prepayment may be revoked if such notice of termination is revoked in accordance with Section 2.09. Promptly following receipt of any such notice relating to a Revolving Borrowing, the Administrative Agent shall advise the Lenders of the contents thereof. Each partial prepayment of any Revolving Borrowing shall be in an amount that would be permitted in the case of an advance of a Revolving Borrowing of the same Type as provided in Section 2.02. Each prepayment of a Revolving Borrowing shall be applied ratably to the Revolving Loans included

in the prepaid Borrowing. Prepayments shall be accompanied by accrued interest to the extent required by Section 2.13.

(e) Notwithstanding any provisions of this Section 2.11 to the contrary, if any prepayment would otherwise be required to be made pursuant to clause (c) of this Section 2.11, solely as it relates to the portion of such Net Proceeds generated outside of the United States, so long as (x) the applicable local law will not permit or would delay repatriation of such Net Proceeds to the United States or (y) adverse tax consequences (other than de minimis consequences) to the Borrower Representative or any of its Subsidiaries would result from such repatriation, such Net Proceeds so affected shall not be required to be included in the mandatory prepayments referred to in such clause (c), but may be retained by the Borrowers or the applicable Subsidiary for so long, but only so long, as the applicable local law will not permit or would otherwise delay repatriation to the United States.

SECTION 2.12 Fees.

(a) The U.S. Borrowers, jointly and severally, agree to pay to the Administrative Agent for the account of each U.S. Revolving Lender a commitment fee in dollars, which shall accrue at the Applicable Commitment Fee Rate on the daily amount by which such Lender's U.S. Commitment exceeds the amount of such Lender's U.S. Revolving Loans and U.S. LC Exposure during the period from and including the Effective Date to but excluding the date on which the Lenders' U.S. Commitment terminates. The Canadian Borrowers agree to pay to the Canadian Administrative Agent in dollars for the account of each Canadian Revolving Lender a commitment fee, which shall accrue at the Applicable Commitment Fee Rate on the daily amount by which such Lender's Canadian Commitment exceeds the Dollar Equivalent of such Lender's Canadian Revolving Loans and Canadian LC Exposure during the period from and including the Effective Date to but excluding the date on which the Lenders' Canadian Commitment terminates. Accrued commitment fees shall be payable in arrears on the first Business Day of each January, April, July and October, commencing on the first such date to occur after the Effective Date, and on the date on which the Revolving Commitments terminate. All commitment fees shall be computed on the basis of a year of 360 days and shall be payable for the actual number of days elapsed. For purposes of computing commitment fees, the Revolving Commitment of a Lender shall be deemed to be used to the extent of the outstanding Revolving Loans, Swingline Exposure, Protective Advances, Overadvances and LC Exposure of such Lender.

(b) The (i) U.S. Borrowers agree to pay to the Applicable Administrative Agent for the account of each U.S. Revolving Lender a letter of credit fee with respect to its participations in U.S. Letters of Credit and for the account of each Canadian Revolving Lender a letter of credit fee with respect to Canadian Letters of Credit issued for the account of the U.S. Borrowers and (ii) the Canadian Borrower agrees to pay to the Canadian Administrative Agent for the account of each Canadian Revolving Lender a letter of credit fee with respect to its participation in Canadian Letters of Credit issued for the account of the Canadian Borrower which, in each case, shall accrue at the same Applicable Rate used to determine the interest rate applicable to Eurodollar Loans (as in effect from time to time) on the average daily Dollar Equivalent of such Lender's applicable LC Exposure in respect of such Letters of Credit (excluding any portion thereof attributable to unreimbursed LC Disbursements) during the period from and including the Effective Date to but excluding the later of the date on which such Lender's Revolving Commitment terminates and the date on which such Revolving Lender ceases to have any LC Exposure in respect of such Borrower(s)' Letters of Credit. In addition, (x) the U.S. Borrowers, jointly and severally, agrees to pay to each Issuing Bank a fronting fee, which shall accrue at a rate per annum equal to 0.125% of the average daily Dollar Equivalent of the LC Exposure attributable to Letters of Credit issued for the account of the U.S. Borrowers by such Issuing Bank (excluding any portion thereof attributable to unreimbursed LC Disbursements) during the period from and including the Effective Date to but excluding the later of the date of termination of the Revolving Commitments and the date on which there ceases to be any LC Exposure in respect of

Letters of Credit issued for the account of the U.S. Borrowers, as well as such Issuing Bank's standard fees with respect to the issuance, amendment, renewal or extension of any such Letter of Credit or processing of drawings thereunder and (y) the Canadian Borrower agrees to pay to each Issuing Bank a fronting fee, which shall accrue at a rate per annum equal to 0.125% of the average daily Dollar Equivalent of the LC Exposure attributable to Letters of Credit issued for the account of the Canadian Borrower by such Issuing Bank (excluding any portion thereof attributable to unreimbursed LC Disbursements) during the period from and including the Effective Date to but excluding the later of the date of termination of the Revolving Commitments and the date on which there ceases to be any LC Exposure in respect of Letters of Credit issued for the account of the Canadian Borrower, as well as such Issuing Bank's standard fees with respect to the issuance, amendment, renewal or extension of any such Letter of Credit or processing of drawings thereunder. Participation fees and fronting fees accrued through and including the last day of each calendar quarter shall be payable on the first Business Day of each January, April, July and October, commencing on the first such date to occur after the Effective Date; provided that all such fees shall be payable on the date on which the Revolving Commitments terminate and any such fees accruing after the date on which the Revolving Commitments terminate shall be payable on demand. Any other fees payable to the Issuing Banks pursuant to this paragraph shall be payable within 10 days after demand. All participation fees and fronting fees shall be computed on the basis of a year of 360 days and shall be payable for the actual number of days elapsed.

(c) The U.S. Borrowers agree to pay to the fees in the amounts and payable at the times separately agreed upon in the Fee Letters or as otherwise agreed between the Borrowers and the Administrative Agent.

(d) All fees payable hereunder shall be paid on the dates due, in immediately available funds, to the Applicable Administrative Agent (or to the applicable Issuing Bank, in the case of fees payable to it) for distribution, in the case of commitment fees and participation fees, to the Lenders. Fees paid shall not be refundable under any circumstances (absent manifest error in the amount paid).

SECTION 2.13 Interest.

(a) The Loans comprising each ABR Borrowing (including each Swingline Loan, but excluding Protective Advances and Overadvances) shall bear interest at the Alternate Base Rate plus the Applicable Rate.

(b) The Loans comprising each Eurodollar Borrowing shall bear interest at the Adjusted LIBO Rate for the Interest Period in effect for such Borrowing plus the Applicable Rate.

(c) The Loans comprising each Canadian Prime Rate Borrowing shall bear interest at the Canadian Prime Rate plus the Applicable Rate.

(d) The Loans comprising each CDOR Rate Borrowing shall bear interest at the CDOR Rate for the Interest Period in effect for such Borrowing plus the Applicable Rate.

(e) Each (i) U.S. Protective Advance and U.S. Overadvance shall bear interest at the Alternate Base Rate plus the Applicable Rate for ABR Revolving Loans plus 2% per annum and each Canadian Protective Advance and Canadian Overadvance shall bear interest at the Canadian Prime Rate plus the Applicable Rate for Canadian Prime Rate Loans plus 2% per annum.

(f) Notwithstanding the foregoing, during the occurrence and continuance of an Event of Default, (i) all past due amounts in respect of the principal of any Loan shall bear interest at 2% plus the rate otherwise applicable to such Loans as provided in the preceding paragraphs of this Section or (ii) in

the case of any other amount that is past due, such amount shall bear interest at 2% per annum plus the rate applicable to Base Rate Revolving Loans hereunder (or, in the case of amounts denominated in Canadian Dollars, 2% per annum plus the rate applicable to Canadian Prime Rate Loans hereunder).

(g) Accrued interest on each Loan (for ABR Loans and Canadian Prime Rate Loans, accrued through the last day of the prior calendar quarter) shall be payable in arrears on each Interest Payment Date for such Loan and upon termination of the Revolving Commitments; provided that (i) interest accrued pursuant to paragraph (f) of this Section shall be payable on demand, (ii) in the event of any repayment or prepayment of any Loan (other than a prepayment of an ABR Revolving Loan or Canadian Prime Rate Loan prior to the end of the Availability Period), accrued interest on the principal amount repaid or prepaid shall be payable on the date of such repayment or prepayment and (iii) in the event of any conversion of any Eurodollar Revolving Loan or CDOR Rate Loan prior to the end of the current Interest Period therefor, accrued interest on such Loan shall be payable on the effective date of such conversion.

(h) All interest hereunder shall be computed on the basis of a year of 360 days, except that interest computed by reference to the Alternate Base Rate shall be computed on the basis of a year of 365 days (or 366 days in a leap year), and in each case shall be payable for the actual number of days elapsed (including the first day but excluding the last day). The applicable Alternate Base Rate, Adjusted LIBO Rate, the Canadian Prime Rate or the CDOR Rate shall be determined by the Applicable Administrative Agent, and such determination shall be conclusive absent manifest error.

(i) *Interest Act (Canada)*. For purposes of disclosure pursuant to the *Interest Act (Canada)*, the annual rates of interest or fees to which the rates of interest or fees provided in this Agreement and the other Loan Documents (and stated herein or therein, as applicable, to be computed on the basis of 360 days or any other period of time less than a calendar year) are equivalent are the rates so determined multiplied by the actual number of days in the applicable calendar year and divided by 360 or such other period of time, respectively.

(j) *Limitation on Interest*. If any provision of this Agreement or of any of the other Loan Documents would obligate any Loan Party to make any payment of interest or other amount payable to the Lenders in an amount or calculated at a rate which would be prohibited by law or would result in a receipt by the Lenders of interest at a criminal rate (as such terms are construed under the *Criminal Code (Canada)*) then, notwithstanding such provisions, such amount or rate shall be deemed to have been adjusted with retroactive effect to the maximum amount or rate of interest, as the case may be, as would not be so prohibited by law or so result in a receipt by the Lenders of interest at a criminal rate, such adjustment to be effected, to the extent necessary, as follows: (1) firstly, by reducing the amount or rate of interest required to be paid to the Lenders under this Section 2.13, and (2) thereafter, by reducing any fees, commissions, premiums and other amounts required to be paid to the Lenders which would constitute “interest” for purposes of Section 347 of the *Criminal Code (Canada)*. Notwithstanding the foregoing, and after giving effect to all adjustments contemplated thereby, if the Lenders shall have received an amount in excess of the maximum permitted by that section of the *Criminal Code (Canada)*, the Loan Parties shall be entitled, by notice in writing to the Administrative Agent, to obtain reimbursement from the Lenders in an amount equal to such excess and, pending such reimbursement, such amount shall be deemed to be an amount payable by the Lenders to the Borrowers. Any amount or rate of interest referred to in this Section 2.13(j) shall be determined in accordance with generally accepted actuarial practices and principles as an effective annual rate of interest over the term that the applicable Loan remains outstanding on the assumption that any charges, fees or expenses that fall within the meaning of “interest” (as defined in the *Criminal Code (Canada)*) shall, if they relate to a specific period of time, be pro-rated over that period of time and otherwise be pro-rated over the period from the Effective Date to the Maturity Date and, in the event of a dispute, a certificate of a Fellow of the Canadian Institute of Actuaries appointed by the Administrative Agent shall be conclusive for the purposes of such determination.

SECTION 2.14 Alternate Rate of Interest; Illegality. (a) If prior to the commencement of any Interest Period for a Eurodollar Borrowing or CDOR Rate Borrowing:

(i) the Applicable Administrative Agent determines in good faith (which determination shall be conclusive absent manifest error) that adequate and reasonable means do not exist for ascertaining the Adjusted LIBO Rate or the CDOR Rate, as applicable (including, without limitation, by means of an Interpolated Rate or because the LIBO Screen Rate or the CDOR Rate is not available or published on a current basis) for such Interest Period; or

(ii) the Administrative Agent is advised by the Required Lenders that the Adjusted LIBO Rate or the CDOR Rate for such Interest Period will not adequately and fairly reflect the cost to such Lenders (or Lender) of making or maintaining their Loans (or its Loan) included in such Borrowing for such Interest Period;

then the Applicable Administrative Agent shall give notice thereof to the Borrower Representative and the Lenders through the Platform as provided in Section 9.01 as promptly as practicable thereafter and, until the Applicable Administrative Agent notifies the Borrower Representative and the Lenders that the circumstances giving rise to such notice no longer exist (which notification shall be made promptly after the Applicable Administrative Agent obtains knowledge of the cessation of such circumstances), (A) any Interest Election Request that requests the conversion of any Revolving Borrowing to, or continuation of any Revolving Borrowing as, a Eurodollar Borrowing or a CDOR Rate Borrowing shall be ineffective, and any such Revolving Borrowing shall be repaid or converted into an ABR Borrowing or Canadian Prime Rate Borrowing, as applicable, on the last day of the then current Interest Period applicable thereto, and (B) if any Borrowing Request requests a Eurodollar Borrowing or CDOR Rate Borrowing, such Borrowing shall be made as an ABR Borrowing or Canadian Prime Rate Borrowing, respectively.

(b) If any Lender determines that any Requirement of Law has made it unlawful, or if any Governmental Authority has asserted that it is unlawful, for any Lender or its applicable lending office to make, maintain, fund or continue any Eurodollar Borrowing or CDOR Rate Borrowing, or any Governmental Authority has imposed material restrictions on the authority of such Lender to purchase or sell, or to take deposits of, dollars in the London interbank market, then, on notice thereof by such Lender to the Borrowers through the Administrative Agent, any obligations of such Lender to make, maintain, fund or continue Eurodollar Loans or to convert ABR Borrowings to Eurodollar Borrowings or to convert Canadian Prime Rate Borrowings to CDOR Rate Borrowings will be suspended until such Lender notifies the Administrative Agent and the Borrowers that the circumstances giving rise to such determination no longer exist. Upon receipt of such notice, the Borrowers will upon demand from such Lender (with a copy to the Applicable Administrative Agent), either prepay all Eurodollar Borrowings and CDOR Rate Borrowings of such Lender or convert all Eurodollar Borrowings and CDOR Rate Borrowings of such Lender to ABR Borrowings and Canadian Prime Rate Borrowings, respectively, either on the last day of the Interest Period therefor, if such Lender may lawfully continue to maintain such Eurodollar Borrowings or CDOR Rate Borrowings to such day, or immediately, if such Lender may not lawfully continue to maintain such Loans. Upon any such conversion or prepayment, the Borrowers will also pay accrued interest on the amount so converted or prepaid.

(c) If at any time (i) the Administrative Agent determines (which determination shall be conclusive absent manifest error) that the circumstances set forth with respect to the Adjusted LIBO Rate in clause (a)(i) have arisen and such circumstances are unlikely to be temporary or (ii) the circumstances set forth in clause (a)(i) have not arisen but the supervisor for the administrator of the LIBO Screen Rate or a Governmental Authority having jurisdiction over the Administrative Agent has made a public statement identifying a specific date after which the LIBO Screen Rate shall no longer be used for determining interest rates for loans, then the Administrative Agent and the Borrowers (A) shall endeavor to establish an alternate

benchmark rate of interest to the LIBO Rate that gives due consideration to the then prevailing market convention for determining a rate of interest for syndicated loans in the United States at such time (which may include a margin to be applied thereto); provided that, if such alternate rate of interest shall be less than zero, such rate shall be deemed to be zero for the purposes of this Agreement, and (B) shall enter into an amendment to this Agreement, at no cost to the Loan Parties other than the reimbursement of the Administrative Agent's costs and expenses as contemplated by Section 9.03 of this Agreement, to reflect such alternate rate of interest and such other related changes to this Agreement as may be applicable; *provided*, that any such amendment shall meet the standards set forth in Proposed United States Treasury Regulation Section 1.1001-6 or any amended, temporary or final version thereof so as not to be treated as a "modification" (and therefore an exchange) for purpose of United States Treasury Regulation Section 1.1001-3. Notwithstanding anything to the contrary in Section 9.02, such amendment shall become effective without any further action or consent of any other party to this Agreement so long as the Administrative Agent shall not have received, within five (5) Business Days of the date notice of such alternate rate of interest is provided to the Lenders, a written notice from the Required Lenders stating that such Required Lenders object to such amendment. Until an alternate rate of interest shall be determined in accordance with this clause (c) (but, in the case of the circumstances described in clause (ii) of the first sentence of this Section 2.14(c), only to the extent the LIBO Screen Rate for such Interest Period is not available or published at such time on a current basis), (x) any Interest Election Request that requests the conversion of any Revolving Borrowing to, or continuation of any Revolving Borrowing as, a Eurodollar Borrowing shall be ineffective, and (y) if any Borrowing Request requests a Eurodollar Borrowing, such Borrowing shall be made as an ABR Borrowing.

SECTION 2.15 Increased Costs.

(a) If any Change in Law shall:

(i) impose, modify or deem applicable any reserve, special deposit, compulsory loan, insurance charge or similar requirement against assets of, deposits with or for the account of, or credit extended or participated in by, any Lender (except any such reserve requirement reflected in the Adjusted LIBO Rate) or any Issuing Bank;

(ii) impose on any Lender or any Issuing Bank or the London interbank market or Canadian interbank market any other condition, cost or expense (other than Taxes) affecting this Agreement or Eurodollar Loans or CDOR Rate Loans made by such Lender or any Letter of Credit or participation therein; or

(iii) subject any Recipient to any Taxes (other than any (A) Indemnified Taxes or (B) Excluded Taxes) on or with respect to its loans, loan principal, letters of credit, commitments or other obligations, or its deposits, reserves, other liabilities or capital attributable thereto;

and the result of any of the foregoing shall be to increase the cost to such Lender or other Recipient of making, converting to, continuing or maintaining any Loan or of maintaining its obligation to make any such Loan, or to increase the cost to such Lender or other Recipient of participating in, issuing or maintaining any Letter of Credit (or of maintaining its obligation to participate in or to issue any Letter of Credit), or to reduce the amount of any sum received or receivable by such Lender or other Recipient hereunder (whether of principal, interest or any other amount) then, from time to time upon request of such Lender or other Recipient, the applicable Borrower(s) will pay to such Lender or other Recipient, as the case may be, such additional amount or amounts as will compensate such Lender or other Recipient, as the case may be, for such additional costs or expenses incurred or reduction suffered.

(b) If any Lender or any Issuing Bank determines that any Change in Law regarding capital or liquidity requirements has had or would have the effect of reducing the rate of return on such Lender's or such Issuing Bank's capital or on the capital of such Lender's or such Issuing Bank's holding company, if any, as a consequence of this Agreement, the Revolving Commitments of such Lender or the Loans made by, or participations in Letters of Credit or Loans held by, such Lender, or the Letters of Credit issued by such Issuing Bank, to a level below that which such Lender or such Issuing Bank or such Lender's or such Issuing Bank's holding company could have achieved but for such Change in Law (taking into consideration such Lender's or such Issuing Bank's policies and the policies of such Lender's or such Issuing Bank's holding company with respect to capital adequacy or liquidity), then, from time to time upon request of such Lender or such Issuing Bank, the applicable Borrower(s) will pay to such Lender or such Issuing Bank, as the case may be, such additional amount or amounts as will compensate such Lender or such Issuing Bank or such Lender's or such Issuing Bank's holding company for any such reduction suffered.

(c) A certificate of a Lender or an Issuing Bank setting forth the amount or amounts necessary to compensate such Lender or such Issuing Bank or its holding company, as the case may be, as specified in paragraph (a) or (b) of this Section delivered to the Borrower Representative shall be conclusive absent manifest error. The applicable Borrower(s) shall pay such Lender or such Issuing Bank, as the case may be, the amount shown as due on any such certificate within 10 days after receipt thereof.

(d) Failure or delay on the part of any Lender or any Issuing Bank to demand compensation pursuant to this Section shall not constitute a waiver of such Lender's or such Issuing Bank's right to demand such compensation; provided that the Borrowers shall not be required to compensate a Lender or an Issuing Bank pursuant to this Section for any increased costs or expenses incurred or reductions suffered more than 270 days prior to the date that such Lender or such Issuing Bank, as the case may be, notifies the Borrower Representative of the Change in Law giving rise to such increased costs or expenses or reductions and of such Lender's or such Issuing Bank's intention to claim compensation therefor; provided further that, if the Change in Law giving rise to such increased costs or expenses or reductions is retroactive, then the 270-day period referred to above shall be extended to include the period of retroactive effect thereof.

(e) Notwithstanding the above, a Lender will not be entitled to demand compensation for any increased cost or reduction set forth in this Section 2.15 at any time if it is not the general practice and policy of such Lender to demand such compensation from similarly situated borrowers in similar circumstances under agreements containing provisions permitting such compensation to be claimed at such time.

SECTION 2.16 Break Funding Payments. In the event of (a) the payment of any principal of any Eurodollar Loan other than on the last day of an Interest Period applicable thereto (including as a result of an Event of Default), (b) the conversion of any Eurodollar Loan or CDOR Rate Loan other than on the last day of the Interest Period applicable thereto, (c) the failure to borrow, convert, continue or prepay any Eurodollar Loan or CDOR Rate Loan on the date specified in any notice delivered pursuant hereto (regardless of whether such notice may be revoked under Section 2.11(d) and is revoked in accordance therewith), or (d) the assignment of any Eurodollar Loan or CDOR Rate Loan other than on the last day of the Interest Period applicable thereto as a result of a request by the Borrower Representative pursuant to Section 2.19, then, in any such event, the Borrowers shall compensate each Lender for the loss, cost and expense (excluding any loss of margin) attributable to such event. Such loss, cost or expense to any Lender shall be deemed to include an amount determined by such Lender to be the excess, if any, of (i) the amount of interest that would have accrued on the principal amount of such Loan had such event not occurred, at the Adjusted LIBO Rate or CDOR Rate that would have been applicable to such Loan (but not including the Applicable Rate applicable thereto), for the period from the date of such event to the last day of the then current Interest Period therefor (or, in the case of a failure to borrow, convert or continue, for the period

that would have been the Interest Period for such Loan), over (ii) the amount of interest that would accrue on such principal amount for such period at the interest rate such Lender would bid if it were to bid, at the commencement of such period, for dollar deposits of a comparable amount and period from other banks in the London interbank market or CDOR Rate market, as applicable. A certificate of any Lender delivered to the Borrower Representative and setting forth and explaining in reasonable detail any amount or amounts that such Lender is entitled to receive pursuant to this Section shall be conclusive absent manifest error. The applicable Borrower(s) shall pay such Lender the amount shown as due on any such certificate within 30 days after receipt thereof.

SECTION 2.17 Taxes.

(a) Payments Free of Taxes. Any and all payments by or on account of any obligation of any Loan Party under any Loan Document shall be made without deduction or withholding for any Taxes, except as required by applicable law. If any applicable law (as determined in the good faith discretion of an applicable withholding agent) requires the deduction or withholding of any Tax from any such payment by any applicable withholding agent, then the applicable withholding agent shall be entitled to make such deduction or withholding and shall timely pay the full amount deducted or withheld to the relevant Governmental Authority in accordance with applicable law and, if such Tax is an Indemnified Tax, then the sum payable by the applicable Loan Party shall be increased as necessary so that after such deduction or withholding has been made (including such deductions and withholdings applicable to additional sums payable under this Section 2.17) the applicable Lender (or, in the case of payments made to any Administrative Agent for its own account, such Administrative Agent) receives an amount equal to the sum it would have received had no such deduction or withholding been made.

(b) Payment of Other Taxes by the Loan Parties. The Loan Parties shall timely pay to the relevant Governmental Authority in accordance with applicable law, or at the option of the Applicable Administrative Agent, timely reimburse it for the payment of, any Other Taxes.

(c) Evidence of Payment. As soon as practicable after any payment of Taxes by any Loan Party to a Governmental Authority pursuant to this Section 2.17, such Loan Party shall deliver to the Applicable Administrative Agent the original or a certified copy of a receipt issued by such Governmental Authority evidencing such payment, a copy of the return reporting such payment or other evidence of such payment reasonably satisfactory to the Applicable Administrative Agent.

(d) Indemnification by the Loan Parties. The applicable Loan Parties shall jointly and severally indemnify each Recipient, within 10 days after written demand therefor, for the full amount of any Indemnified Taxes (including Indemnified Taxes imposed or asserted on or attributable to amounts payable under this Section 2.17) payable or paid by such Recipient and any reasonable expenses arising therefrom or with respect thereto, whether or not such Indemnified Taxes were correctly or legally imposed or asserted by the relevant Governmental Authority. A certificate as to the amount of such payment or liability delivered to the Borrower Representative by a Lender (with a copy to the Applicable Administrative Agent), or by the Applicable Administrative Agent on its own behalf or on behalf of a Lender, shall be conclusive absent manifest error.

(e) Status of Recipients.

(i) Any Lender that is entitled to an exemption from or reduction of withholding Tax with respect to payments made under any Loan Document shall deliver to the Borrower Representative and the Applicable Administrative Agent, at the time or times reasonably requested by the Borrower Representative or the Applicable Administrative Agent, such properly completed and executed documentation reasonably requested by the Borrower Representative or the

Applicable Administrative Agent as will permit such payments to be made without withholding or at a reduced rate of withholding. In addition, any Lender, if reasonably requested by the Borrower Representative or the Applicable Administrative Agent, shall deliver such other documentation prescribed by applicable law or reasonably requested by the Borrower Representative or the Applicable Administrative Agent as will enable the Borrower Representative or the Applicable Administrative Agent to determine whether or not such Lender is subject to backup withholding or information reporting requirements. Notwithstanding anything to the contrary in the preceding two sentences, the completion, execution and submission of such documentation (other than such documentation set forth in Section 2.17(e)(ii)(A), (ii)(B) and (ii)(D) below) shall not be required if in the Lender's reasonable judgment such completion, execution or submission would subject such Lender to any material unreimbursed cost or expense or would materially prejudice the legal or commercial position of such Lender.

(ii) Without limiting the generality of the foregoing:

(A) any Lender to a U.S. Borrower that is a U.S. Person shall deliver to the Borrower Representative and the Applicable Administrative Agent on or prior to the date on which such Lender becomes a Lender under this Agreement (and from time to time thereafter upon the reasonable request of the Borrower Representative or the Administrative Agent), two executed originals of IRS Form W-9 certifying that such Lender is exempt from U.S. federal backup withholding;

(B) any Foreign Lender to a U.S. Borrower shall deliver to the Borrower Representative and the Applicable Administrative Agent on or prior to the date on which such Foreign Lender becomes a Lender under this Agreement (and from time to time thereafter upon the reasonable request of the Borrower Representative or the Administrative Agent), whichever of the following is applicable (in such number of copies as shall be requested by the recipient):

(1) executed originals of IRS Form W-8BEN or W-8BEN-E (or any successor forms) in the case of a Foreign Lender claiming eligibility for the benefits of an income tax treaty to which the United States is a party;

(2) executed originals of IRS Form W-8ECI (or any successor forms);

(3) in the case of a Foreign Lender claiming the benefits of the exemption for portfolio interest under Section 881(c) of the Code, (x) a certificate substantially in the form of Exhibit I to the effect that such Foreign Lender is not a "bank" within the meaning of Section 881(c)(3)(A) of the Code, a "10 percent shareholder" of any U.S. Borrower within the meaning of Section 881(c)(3)(B) of the Code, or a "controlled foreign corporation" related to any Borrower described in Section 881(c)(3)(C) of the Code and that no payments in connection with any Loan Document are effectively connected with the Foreign Lender's conduct of a U.S. trade or business (a "U.S. Tax Compliance Certificate") and (y) executed originals of IRS Form W-8BEN or W-8BEN-E (or any successor forms); or

(4) to the extent a Foreign Lender is not the beneficial owner (for example, where the Foreign Lender is a partnership or a participating Lender), executed originals of IRS Form W-8IMY (or any successor forms), accompanied by IRS Form W-8ECI, IRS Form W-8BEN or W-8BEN-E, a U.S. Tax Compliance Certificate substantially in the form of Exhibit I, IRS Form W-9, and/or other certification documents from each beneficial owner, as applicable; provided that if the Foreign Lender is a partnership (and not a

participating Lender) and one or more direct or indirect partners of such Foreign Lender are claiming the portfolio interest exemption, such Foreign Lender may provide a U.S. Tax Compliance Certificate substantially in the form of Exhibit I on behalf of each such direct and indirect partner;

(C) any Foreign Lender to a U.S. Borrower shall deliver to the Borrower Representative and the Applicable Administrative Agent (in such number of copies as shall be requested by the recipient) on or prior to the date on which such Foreign Lender becomes a Lender under this Agreement (and from time to time thereafter upon the reasonable request of the Borrower Representative or the Applicable Administrative Agent), executed originals of any other form prescribed by applicable law as a basis for claiming exemption from or a reduction in U.S. federal withholding Tax, duly completed, together with such supplementary documentation as may be prescribed by applicable law to permit the Borrower Representative or the Applicable Administrative Agent to determine the withholding or deduction required to be made; and

(D) if a payment made to a Recipient under any Loan Document would be subject to U.S. federal withholding Tax imposed by FATCA if such Recipient were to fail to comply with the applicable reporting requirements of FATCA (including those contained in Section 1471(b) or 1472(b) of the Code, as applicable), such Recipient shall deliver to the Borrower Representative and the Administrative Agents at the time or times prescribed by law and at such time or times reasonably requested by the Borrower Representative or the Administrative Agents such documentation prescribed by applicable law (including as prescribed by Section 1471(b)(3)(C)(i) of the Code) and such additional documentation reasonably requested by the Borrower Representative or the Administrative Agents as may be necessary for the Borrower Representative and the Administrative Agents to comply with their obligations under FATCA, to determine whether such Recipient has complied with such Recipient's obligations under FATCA and to determine, if any, the amount to deduct and withhold from such payment. Solely for purposes of this clause (D), "FATCA" shall include any amendments made to FATCA after the Effective Date.

(E) Any Lender to the Canadian Borrower shall deliver to the Canadian Borrower and the Canadian Administrative Agent on or prior to the date on which such Lender becomes a Lender under this Agreement (and from time to time thereafter upon the reasonable request of the Canadian Borrower or the Canadian Administrative Agent), (1) two executed originals of IRS Form W-9 certifying that such Lender is exempt from U.S. federal backup withholding or (2) two executed originals of an applicable IRS Form W-8 certifying such Lender's non-U.S. status.

(F) Each Agent that is a U.S. Person, on or before the date on which it (and any successor or replacement Administrative Agent) becomes the Administrative Agent hereunder, shall deliver to the Borrower Representative and the Administrative Agents two executed copies of either (i) IRS Form W-9, or (ii) IRS Form W-8ECI (with respect to any payments to be received on its own behalf) and IRS Form W-8IMY (for all other payments), establishing that the Borrower can make payments to the Administrative Agent without deduction or withholding of any Taxes imposed by the United States, including Taxes imposed under FATCA.

Each Recipient agrees that if any form or certification it previously delivered (including any specific documentation required in this Section 2.17(e) expires or becomes obsolete or inaccurate in any respect, it shall deliver promptly to the Borrower Representative or the Applicable Administrative Agent updated or other appropriate documentation (including any new documentation reasonably request by the Borrower or the Applicable Administrative Agent) or promptly notify the Borrower Representative and the Applicable Administrative Agent in writing of its legal ineligibility to do so.

Each Lender hereby authorizes the Applicable Administrative Agent to deliver to the Loan Parties and to any other successor Applicable Administrative Agent any documentation provided by such Lender pursuant to this Section 2.17(e).

Notwithstanding any other provision of this Section 2.17(e), a Lender shall not be required to deliver any documentation that such Lender is not legally eligible to deliver.

(f) Treatment of Certain Refunds. If any Recipient determines, in its sole discretion exercised in good faith, that it has received a refund of any Indemnified Taxes as to which it has been indemnified pursuant to this Section 2.17 (including by the payment of additional amounts pursuant to this Section 2.17), it shall pay to the indemnifying party an amount equal to such refund (but only to the extent of indemnity payments made under this Section 2.17 with respect to the Taxes giving rise to such refund), net of all out-of-pocket expenses (including Taxes) of such indemnified party and without interest (other than any interest paid by the relevant Governmental Authority with respect to such refund). Such indemnifying party, upon the request of such indemnified party, shall repay to such indemnified party the amount paid over pursuant to this Section 2.17 (plus any penalties, interest or other charges imposed by the relevant Governmental Authority) in the event that such indemnified party is required to repay such refund to such Governmental Authority. Notwithstanding anything to the contrary in this Section 2.17, in no event will the indemnified party be required to pay any amount to an indemnifying party pursuant to this Section 2.17 the payment of which would place the indemnified party in a less favorable net after-Tax position than the indemnified party would have been in if the Tax subject to indemnification and giving rise to such refund had not been deducted, withheld or otherwise imposed and the indemnification payments or additional amounts with respect to such Tax had never been paid. This Section 2.17 shall not be construed to require any indemnified party to make available its Tax returns (or any other information relating to its Taxes that it deems confidential) to any Loan Party or any other Person.

(g) Defined Terms. For the avoidance of doubt, for purposes of this Section 2.17, the term “Lender” includes any Issuing Bank and any Swingline Lender and the term “applicable law” includes FATCA.

(h) For purposes of FATCA, from and after the Effective Date, the Loan Parties and the Administrative Agents shall treat (and the Lenders hereby authorize the Administrative Agents to treat) this Agreement and any Loans made hereunder (including any Loans already outstanding) as not qualifying as “grandfathered obligations” within the meaning of Treasury Regulation Section 1.1471-2(b)(2)(i).

SECTION 2.18 Payments Generally; Allocation of Proceeds; Sharing of Set-offs.

(a) The Borrowers shall make each payment required to be made by them hereunder or under any other Loan Document on or prior to the time expressly required hereunder or under such other Loan Document for such payment or, if no such time is expressly required, on or prior to 2:00 p.m., New York City time, on the date when due, in immediately available funds, without any defense, setoff, recoupment or counterclaim. All payments (i) in respect of any Loan (and interest thereon) shall be made in the same currency in which such Loan was made and (ii) in respect of all fees, in respect of reimbursement of LC Disbursements and in respect of any other amounts payable hereunder or under other Loan Documents shall be paid in Dollars. All such payments in respect of Revolving Loans and LC Exposure under any Facility shall be made and allocated, pro rata in accordance with the respective unpaid principal amounts of such Loans and the LC Exposure of each Lender under such Facility. Any amounts received after such time on any date may, in the discretion of the Administrative Agent, be deemed to have been received on the next succeeding Business Day for purposes of calculating interest thereon. All such payments shall be made to the Administrative Agent at its offices at 10 South Dearborn Street, 22nd Floor, Chicago, Illinois, except that (i) payments required to be made directly to an Issuing Bank or the Swingline Lender shall be so made

and except that payments pursuant to Sections 2.15, 2.16, 2.17 and 9.03 shall be made directly to the Persons entitled thereto and payments pursuant to other Loan Documents shall be made to the Persons specified therein and (ii) payments of Canadian Loans and LC Disbursements or fronting fees that are payable to any Canadian Issuing Bank, shall be made to the Canadian Administrative Agent at its offices at Suite 4500, 66 Wellington St., W. Toronto, ON M5K 1A1 Canada. The Applicable Administrative Agent shall distribute any such payment received by it for the account of any other Person to the appropriate recipient promptly following receipt thereof. If any payment hereunder or under any other Loan Document shall be due on a day that is not a Business Day, the date for payment shall be extended to the next succeeding Business Day and, in the case of any payment accruing interest, interest thereon shall be payable for the period of such extension.

(b) (i) Any proceeds of Collateral received by the Administrative Agent (i) not constituting (A) a specific payment of principal, interest, fees or other sum payable under the Loan Documents (which shall be applied as specified by the Borrower Representative), (B) a mandatory prepayment (which shall be applied in accordance with Section 2.11) or (C) amounts to be applied from a Concentration Account (which shall be applied in accordance with Section 2.10(b)) or (ii) after an Event of Default has occurred and is continuing and the Administrative Agent so elects or the Required Lenders so direct, shall be applied ratably first, to permanently reduce the fees, interest and principal in respect of the Prepetition Lender Obligations then outstanding (if any) constituting fees, interest and principal in accordance with Section 2.18(b) of the Prepetition Credit Agreement, until paid in full in cash, second to permanently reduce the other Prepetition Lender Obligations then outstanding (if any) in accordance with Section 2.18(b) of the Prepetition Credit Agreement until paid in full in cash, third, to pay any fees, indemnities, or expense reimbursements then due to the Administrative Agent, the Canadian Administrative Agent and each Issuing Bank from the Borrowers (other than in connection with Banking Services or Swap Obligations); fourth, to pay any fees or expense reimbursements then due to the Lenders from the Borrowers (other than in connection with Banking Services or Swap Obligations); fifth, to pay interest due in respect of the Protective Advances and Overadvances; sixth, to pay the principal of the Protective Advances and Overadvances; seventh, to pay interest then due and payable on the Loans (other than the Protective Advances and Overadvances) ratably; eighth, to prepay principal on the Loans (other than the Protective Advances and Overadvances) and unreimbursed LC Disbursements ratably; ninth, to deposit in the U.S. LC Collateral Account and the Canadian LC Collateral Account cash collateral (in accordance with 2.06(j)); tenth, to payment of any amounts owing with respect to Banking Services (other than supply chain financing) and Swap Obligations; eleventh, to the payment of any other Secured Obligations due to any Lender Party by the Borrowers; twelfth, to the payment of amounts owing with respect to Banking Services comprising supply chain financing and thirteenth any excess to be returned to Borrower Representative to be used in accordance with the Approved Budget. Notwithstanding anything to the contrary contained in this Agreement, unless so directed by the Borrower Representative, or unless a Default is in existence, no Agent nor any Lender shall apply any payment which it receives to any Eurodollar Loan or ABR Loan, except (a) on the expiration date of the Interest Period applicable to such Eurodollar Loan or ABR Loan or (b) in the event, and only to the extent, that there are no outstanding ABR Loans or Canadian Prime Rate Loans, respectively and, in any such event, the applicable Borrower(s) shall pay the break funding payment required in accordance with Section 2.16.

(c) All payments of principal, interest, LC Disbursements, fees, reimbursable expenses (including, without limitation, all reimbursements of fees and expenses pursuant to Section 9.03) and other sums payable under the Loan Documents or in respect of the Prepetition Lender Obligations may be paid from the proceeds of Borrowings made hereunder, whether made following a request by the Borrower Representative pursuant to Section 2.03 or a deemed request as provided in this Section or may be deducted from any deposit account of any Borrower maintained with the Administrative Agent. Each Borrower hereby irrevocably authorizes (i) the Applicable Administrative Agent to request a Borrowing on its behalf for the purpose of paying each payment referred to in the preceding sentence and agrees that all such

amounts charged shall constitute Loans (including Swingline Loans and Overadvances, but such a Borrowing may only constitute a Protective Advance if it is to reimburse costs, fees and expenses pursuant to Section 9.03) and that all such Borrowings shall be deemed to have been requested pursuant to Section 2.03, 2.04 or 2.05, as applicable, and (ii) the Applicable Administrative Agent to charge any deposit account of any Borrower (other than, so long as no Event of Default shall have occurred or be continuing, any Excluded Account; provided that in no event shall this clause (ii) permit any payroll, trust or tax account to be charged) maintained with the Administrative Agent for each payment of principal, interest, fees or any other amount due under the Loan Documents or in respect of the Prepetition Lender Obligations referred to in the previous sentence.

(d) If any Lender under any Facility shall, by exercising any right of set-off or counterclaim or otherwise, obtain payment in respect of any principal of or interest on any of its Loans or participations in LC Disbursements, Swingline Loans, Protective Advances or Overadvances under such Facility resulting in such Lender receiving payment of a greater proportion of the aggregate amount of its Loans and participations in LC Disbursements, Swingline Loans, Protective Advances or Overadvances and accrued interest thereon under such Facility than the proportion received by any other Lender under such Facility, then the Lender receiving such greater proportion shall notify the Applicable Administrative Agent of such fact and shall purchase (for cash at face value) participations in the Loans and participations in LC Disbursements, Swingline Loans, Protective Advances and Overadvances of other Lenders under such Facility to the extent necessary so that the amount of all such payments shall be shared by the Lenders under such Facility ratably in accordance with the aggregate amounts of principal of and accrued interest on their respective Loans and participations in LC Disbursements, Swingline Loans, Protective Advances and Overadvances under such Facility; provided that (i) if any such participations are purchased and all or any portion of the payment giving rise thereto is recovered, such participations shall be rescinded and the purchase price restored to the extent of such recovery, without interest and (ii) the provisions of this paragraph shall not be construed to apply to any payment made by the Borrowers pursuant to and in accordance with the express terms of this Agreement (for the avoidance of doubt, as in effect from time to time) or any payment obtained by a Lender as consideration for the assignment of or sale of a participation in any of its Loans or participations in LC Disbursements, Swingline Loans, Protective Advances or Overadvances to any Person that is an Eligible Assignee (as such term is defined from time to time). Each Borrower consents to the foregoing and agrees, to the extent it may effectively do so under applicable law, that any Lender acquiring a participation pursuant to the foregoing arrangements may exercise against such Borrower rights of set-off and counterclaim with respect to such participation as fully as if such Lender were a direct creditor of such Borrower in the amount of such participation. For purposes of subclause (b)(i) of the definition of Excluded Taxes, a Lender that acquires a participation pursuant to this Section 2.18(d) shall be treated as having acquired such participation on the earlier date(s) on which such Lender acquired the applicable interest(s) in the Commitment(s) and/or Loan(s) to which such participation relates.

(e) Unless the Applicable Administrative Agent shall have received notice from the Borrower Representative prior to the date on which any payment is due to the Applicable Administrative Agent for the account of any of the Lenders or the Issuing Banks hereunder that the applicable Borrower(s) will not make such payment, the Applicable Administrative Agent may assume that the applicable Borrower(s) have made such payment on such date in accordance herewith and may, in reliance upon such assumption, distribute to the applicable Lenders or Issuing Banks, as the case may be, the amount due. In such event, if the applicable Borrower(s) have not in fact made such payment, then each of the Lenders or Issuing Banks, as the case may be, severally agrees to repay to the Applicable Administrative Agent forthwith on demand the amount so distributed to such Lender or Issuing Bank with interest thereon, for each day from and including the date such amount is distributed to it to but excluding the date of payment to each Applicable Administrative Agent, at the greater of the Federal Funds Effective Rate and a rate determined by each Applicable Administrative Agent in accordance with banking industry rules on interbank compensation.

(f) If any Lender shall fail to make any payment required to be made by it hereunder to or for the account of the Applicable Administrative Agent, then the Applicable Administrative Agent may, in its discretion (notwithstanding any contrary provision hereof), (i) apply any amounts thereafter received by the Applicable Administrative Agent for the account of such Lender to satisfy such Lender's obligations in respect of such payment until all such unsatisfied obligations have been discharged and/or (ii) hold any such amounts in a segregated account as cash collateral for, and apply any such amounts to, any future payment obligations of such Lender hereunder to or for the account of the Applicable Administrative Agent.

SECTION 2.19 Mitigation Obligations: Replacement of Lenders.

(a) If any Lender requests compensation under Section 2.15, or if any Borrower is required to pay any Indemnified Taxes or additional amounts to any Lender or to any Governmental Authority for the account of any Lender pursuant to Section 2.17, then such Lender shall use reasonable efforts to designate a different lending office for funding or booking its Loans hereunder or to assign and delegate its rights and obligations hereunder to another of its offices, branches or Affiliates, if, in the judgment of such Lender, such designation or assignment and delegation (i) would eliminate or reduce amounts payable pursuant to Section 2.15 or 2.17, as the case may be, in the future and (ii) would not subject such Lender to any unreimbursed cost or expense and would not otherwise be disadvantageous to such Lender. The applicable Borrower(s) hereby agree to pay all reasonable costs and expenses incurred by any Lender in connection with any such designation or assignment and delegation.

(b) If any Lender requests compensation under Section 2.15, or if any Borrower is required to pay any Indemnified Taxes or additional amounts to any Lender or any Governmental Authority for the account of any Lender pursuant to Section 2.17, or if any Lender becomes a Defaulting Lender, then the Borrower Representative may, at the sole expense and effort of the applicable Borrower(s), upon notice to such Lender and the Administrative Agent by the Borrower Representative, require such Lender to assign and delegate, without recourse (in accordance with and subject to the restrictions contained in Section 9.04), all its interests, rights (other than its existing rights to payments pursuant to Section 2.15 or 2.17) and obligations under this Agreement and the other Loan Documents to an Eligible Assignee that shall assume such obligations (which Eligible Assignee may be another Lender, if a Lender accepts such assignment and delegation); provided that (i) the Borrower Representative shall have received the prior written consent of the Administrative Agent, each Issuing Bank and each Swingline Lender, which consents shall not unreasonably be withheld, (ii) such Lender shall have received payment of an amount equal to the outstanding principal of its Loans and participations in LC Disbursements, Swingline Loans, Protective Advances and Overadvances, accrued interest thereon, accrued fees and all other amounts payable to it hereunder, from the assignee (to the extent of such outstanding principal and accrued interest and fees) or the applicable Borrower(s) (in the case of all other amounts), (iii) in the case of any such assignment and delegation resulting from a claim for compensation under Section 2.15 or payments required to be made pursuant to Section 2.17, such assignment will result in a reduction in such compensation or payments and (iv) such assignment and delegation does not conflict with applicable law. A Lender shall not be required to make any such assignment and delegation if, prior thereto, as a result of a waiver by such Lender or otherwise, the circumstances entitling the applicable Borrower(s) to require such assignment and delegation have ceased to apply. Each party hereto agrees that an assignment and delegation required pursuant to this paragraph may be effected pursuant to an Assignment and Assumption executed by the Borrower Representative, the Administrative Agent and the assignee (subject to any required consents referred to above) and that the Lender required to make such assignment and delegation need not be a party thereto.

SECTION 2.20 Defaulting Lenders. Notwithstanding any provision of this Agreement to the contrary, if any Lender becomes a Defaulting Lender, then the following provisions shall apply for so long as such Lender is a Defaulting Lender under any Facility:

(a) commitment fees shall cease to accrue on the unused portion of the Revolving Commitment of such Defaulting Lender of such Facility pursuant to Section 2.12(a);

(b) the Revolving Commitment and Credit Exposure of such Defaulting Lender shall not be included in determining whether all Lenders or all affected Lenders or the Required Lenders have taken or may take any action hereunder (including any consent to any amendment, waiver or modification pursuant to Section 9.02); provided that any waiver, amendment or modification requiring the consent of all Lenders or each affected Lender which affects such Defaulting Lender differently than other affected Lenders shall require the consent of such Defaulting Lender;

(c) if any Swingline Exposure, LC Exposure, Protective Advance Exposure and Overadvance Exposure exists under any Facility under which such Lender has a Revolving Commitment at the time such Lender becomes a Defaulting Lender, then:

(i) such Defaulting Lender's Swingline Exposure (other than any portion thereof with respect to which such Defaulting Lender shall have funded its participation as contemplated by Section 2.05(c)), LC Exposure (other than any portion thereof attributable to unreimbursed LC Disbursements with respect to which such Defaulting Lender shall have funded its participation as contemplated by Section 2.06(d)), Protective Advance Exposure (other than any portion thereof with respect to which such Defaulting Lender shall have funded its participation as contemplated by Section 2.04(b)) and Overadvance Exposure (other than any portion thereof with respect to which such Defaulting Lender shall have funded its participation as contemplated by Section 2.05(c)) under such Facility shall be reallocated among the non-Defaulting Lenders under such Facility in accordance with their respective Applicable Percentages, but only to the extent the sum of all non-Defaulting Lenders' Revolving Exposures under such Facility plus such Defaulting Lender's Swingline Exposures under such Facility, LC Exposure under such Facility, Protective Advance Exposure under such Facility and Overadvance Exposure under such Facility does not exceed the total of all non-Defaulting Lenders' Revolving Commitments under such Facility;

(ii) if the reallocation described in clause (i) above cannot, or can only partially, be effected, the applicable Borrower(s) shall within one (1) Business Day following notice by the Administrative Agent, without prejudice to any rights or remedies of the Borrowers against such Defaulting Lender, (A) first, prepay the portion of such Defaulting Lender's Overadvance Exposure under such Facility that has not been so reallocated, (B) second, prepay the portion of such Defaulting Lender's Protective Advance Exposure under such Facility that has not been so reallocated, (C) third, prepay the portion of such Defaulting Lender's Swingline Exposure under such Facility that has not been so reallocated and (D) fourth, cash collateralize such Defaulting Lender's LC Exposure under such Facility that has not been so reallocated in accordance with the procedures set forth in Section 2.06(j) for so long as such LC Exposure is outstanding;

(iii) if any Borrower cash collateralizes any portion of such Defaulting Lender's LC Exposure pursuant to clause (ii) above, the applicable Borrower(s) shall not be required to pay any letter of credit participation fees to such Defaulting Lender pursuant to Section 2.12(b) with respect to such Defaulting Lender's cash collateralized LC Exposure under such Facility during the period such Defaulting Lender's LC Exposure under such Facility is cash collateralized;

(iv) if any portion of the LC Exposure under such Facility of such Defaulting Lender is reallocated pursuant to clause (c)(i) above, then the fees payable to the Lenders pursuant to Section 2.12(b) shall be adjusted to give effect to such reallocation; or

(v) if any portion of such Defaulting Lender's LC Exposure under such Facility is neither cash collateralized nor reallocated pursuant to clause (c)(i) or (c)(ii) above, then, without prejudice to any rights or remedies of the applicable Issuing Bank or any Lender hereunder, all letter of credit participation fees payable under Section 2.12(b) with respect to such Defaulting Lender's LC Exposure under such Facility shall be payable to the Issuing Banks (and allocated among them ratably based on the amount of such Defaulting Lender's LC Exposure under such Facility attributable to Letters of Credit issued by each Issuing Bank) until such LC Exposure is cash collateralized and/or reallocated; and

(d) the Swingline Lender under such Facility shall not be required to fund any Swingline Loan and no Issuing Bank under such Facility shall be required to issue, amend, renew, extend or increase any Letter of Credit, in each case, unless it is satisfied that the related exposure will be 100% covered by the Revolving Commitments of the non-Defaulting Lenders under such Facility and/or cash collateral provided by the Borrowers in accordance with clause (c) of this Section, and participating interests in any such newly issued, amended, renewed, extended or increased Letter of Credit under such Facility or newly made Swingline Loan under such Facility shall be allocated among non-Defaulting Lenders in a manner consistent with clause (c)(i) of this Section (and Defaulting Lenders shall not participate therein).

In the event and on the date that each of the Administrative Agent, Parent, each of the Issuing Banks and each of the Swingline Lenders agrees that a Defaulting Lender has adequately remedied all matters that caused such Lender to be a Defaulting Lender, then the Swingline Exposure, LC Exposure, Protective Advance Exposure and Overadvance Exposure of the other Lenders shall be readjusted to reflect the inclusion of such Lender's Revolving Commitment under the applicable Facility and on such date such Lender shall purchase at par such of the Revolving Loans of the other Lenders under such Facility as the Administrative Agent shall determine may be necessary in order for such Lender to hold Revolving Loans under such Facility in accordance with its Applicable Percentage.

If (i) a Bankruptcy Event or a Bail-In Action with respect to a Lender Parent shall occur following the date hereof and for so long as such event shall continue or (ii) any Swingline Lender or any Issuing Bank has a good faith belief that any Lender has defaulted in fulfilling its obligations under one or more other agreements in which such Lender commits to extend credit, no Swingline Lender shall be required to fund any Swingline Loan and the Issuing Bank shall not be required to issue, amend or increase any Letter of Credit, unless the Swingline Lenders or the Issuing Bank, as the case may be, shall have entered into arrangements with the Borrower or such Lender, satisfactory to each Swingline Lender or the Issuing Bank, as the case may be, to defease any risk to it in respect of such Lender hereunder.

SECTION 2.21 Returned Payments. If after receipt of any payment which is applied to the payment of all or any part of the Obligations, any Lender Party is for any reason compelled to surrender such payment or proceeds to any Person because such payment or application of proceeds is invalidated, declared fraudulent, set aside or determined to be void or voidable as a preference, impermissible setoff, or a diversion of trust funds, or for any other reason, then the Obligations or part thereof intended to be satisfied shall be revived and continued and this Agreement and the other Loan Documents shall continue in full force as if such payment or proceeds had not been received by the Administrative Agent, such Issuing Bank or such Lender. The provisions of this Section shall be and remain effective notwithstanding any contrary action which may have been taken by the Administrative Agent, any Issuing Bank or any Lender in reliance upon such payment or application of proceeds. The provisions of this Section shall survive the termination of this Agreement.

SECTION 2.22 Super-Priority Nature of Obligations and Administrative Agent's Liens; Payment of Obligations.

(a) The priority of Administrative Agent's Liens on the Collateral, claims and other interests shall be as set forth in the Interim Order, the Canadian Recognition Order (in the case of the Obligations of the Canadian Borrower, such claim shall be a valid, binding, continuing, enforceable, fully-perfected superpriority (subject only to the Canadian Administration Charge) senior priming charge, security interest in and lien upon all property of the Canadian Borrower, whether now existing or hereafter acquired (the "Canadian DIP Charge")) and the Final Order.

(b) Upon the maturity (whether by acceleration or otherwise) of any of the Secured Obligations, the Administrative Agent and Lenders shall be entitled to immediate payment of such Secured Obligations without further application to or order of the Court.

SECTION 2.23 Conversion to Exit Facility Agreement. Upon the satisfaction or waiver by the Administrative Agents and each Lender of each of the conditions precedent to the Conversion Date set forth in the section entitled "Conditions Precedent to Conversion Date" in the Exit Facility Term Sheet on or prior to the Maturity Date, automatically and without any further consent or action required by the Administrative Agents, any Lender, or any other Lender Party, (i) the Borrowers (or the entities assuming and/or acquiring directly or indirectly the operations and assets of the Borrowers in the Acceptable Plan, and each Loan Guarantor and each entity assuming the operations and assets of each Loan Guarantor that is a Debtor in the Acceptable Plan, to the extent such Person is required under the Exit Facility Term Sheet to continue to be a guarantor thereunder), shall assume all obligations in respect of the Revolving Commitments, Loans and Letters of Credit hereunder and all other monetary obligations in respect hereof, (ii) each Loan and Letter of Credit hereunder shall be continued as a Loan or Letter of Credit under the Exit Facility Agreement, (iii) each Lender hereunder shall be a Lender under the Exit Facility Agreement and (iv) this Agreement shall terminate and be superseded and replaced in its entirety by, and deemed amended and restated in its entirety in the form of, the Exit Facility Agreement (with such changes and insertions thereto, as are reasonably satisfactory to the Administrative Agents and the Borrower, incorporated as necessary to make any technical changes necessary to effectuate the intent of this Section 2.23), and each of the Revolving Commitments hereunder shall automatically be Revolving Commitments under the Exit Facility Agreement. Notwithstanding the foregoing, all obligations of the Borrowers and the Loan Guarantors to the Administrative Agents, the Issuing Banks and the Lenders under this Agreement and any other Loan Document which are expressly stated in this Agreement or such other Loan Document as surviving such agreement's termination shall, as so specified, survive without prejudice and remain in full force and effect. Each of the Loan Parties, the Administrative Agents, the Lenders and the Issuing Banks shall take such actions and execute and deliver such agreements, instruments or other documents as the Administrative Agents may reasonably request to give effect to the provisions of this Section 2.23 and as are required to complete the schedules to the Exit Facility Agreement or other agreements contemplated thereby; provided, however, that any such action by the Administrative Agent, any of the Lenders or the Issuing Banks shall not be a condition precedent to the effectiveness of the Exit Facility Agreement if and to the extent so provided in the Confirmation Order. Each Lender and Issuing Bank party hereto hereby agrees that, on the Conversion Date, the Administrative Agents may execute and deliver the security documents and intercreditor agreement contemplated by the Exit Facility Term Sheet.

ARTICLE III

Representations and Warranties

Each Loan Party represents and warrants to the Lenders as follows:

SECTION 3.01 Organization; Powers. Parent and each Subsidiary is duly organized, validly existing and (to the extent the concept is applicable in such jurisdiction and, in the case of any Subsidiary other than any Borrower, except where the failure to be so, individually or in the aggregate, would not reasonably be expected to result in a Material Adverse Effect) in good standing under the laws of the jurisdiction of its organization, has all requisite power and authority to, subject to the entry of the Interim Order and the Canadian Recognition Order (and Final Order, when applicable), carry on its business as now conducted and, except where the failure to do so, individually or in the aggregate, would not reasonably be expected to result in a Material Adverse Effect, is qualified to do business in, and is in good standing in, every jurisdiction where such qualification is required.

SECTION 3.02 Authorization; Enforceability; Benefit to Loan Parties.

(a) Subject to entry of the Interim Order and the Canadian Recognition Order (and Final Order, when applicable), the Transactions, insofar as they are to be carried out by each Loan Party, are within such Loan Party's corporate or other organizational powers and have been duly authorized by all necessary corporate or other organizational and, if required, shareholder or other equityholder action. Subject to entry of the Interim Order and the Canadian Recognition Order (and Final Order, when applicable), this Agreement has been duly executed and delivered by each Loan Party and constitutes, and each other Loan Document to which any Loan Party is to be a party, when executed and delivered by such Loan Party, will constitute, a legal, valid and binding obligation of such Loan Party, enforceable against it in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium or other laws affecting creditors' rights generally and to general principles of equity, regardless of whether considered in a proceeding in equity or at law.

(b) Each Loan Party expects to derive benefit (and its board of directors or other governing body has determined that it may reasonably be expected to derive benefit), directly and indirectly, from (i) successful operations of each of the other Loan Parties and (ii) the credit extended by the Lenders to the Borrowers hereunder. Each Loan Party has determined that, subject to entry of the Interim Order and the Canadian Recognition Order (and Final Order, when applicable), the execution, delivery, and performance of this Agreement and any other Loan Documents to be executed by such Loan Party is within its purpose, will be of direct and indirect benefit to such Loan Party, and is in its best interest.

SECTION 3.03 Governmental Approvals; No Conflicts. Except for the entry of, and pursuant to the terms of, the Interim Order and the Canadian Recognition Order (and Final Order, when and as applicable), the Transactions (a) do not require any consent or approval of, registration or filing with, or any other action by, any Governmental Authority, except such as have been obtained or made and are (or will so be) in full force and effect, (b) will not violate any applicable law, including any order of any Governmental Authority, (c) will not violate the charter, bylaws or other organizational documents of Parent or any Subsidiary, (d) will not violate or result in a default under any indenture or agreement (including the Term Credit Agreement, the Senior Notes Indenture or other material instrument binding upon Parent or any Subsidiary or any of their assets), or give rise to a right thereunder to require any payment to be made by Parent or any Subsidiary, and (e) will not result in the creation or imposition of any Lien on any asset of Parent or any Subsidiary, except Liens created pursuant to the Loan Documents, Liens created in connection with the Term Credit Agreement or Liens created in connection with the Prepetition

Credit Agreement; in the case of clause (b) and (d) above, except for a violation or creation, as applicable, which would not reasonably be expected to result in a Material Adverse Effect.

SECTION 3.04 Financial Condition; No Material Adverse Effect.

(a) Parent has heretofore furnished to the Lenders (i) the audited consolidated balance sheets and related consolidated statements of operations, shareholders' equity and cash flows of Parent and its consolidated Subsidiaries as of and for the fiscal year ended February 1, 2020 audited by and accompanied by the unqualified opinion of Deloitte & Touche LLP, independent registered public accounting firm, and (ii) the unaudited consolidated balance sheets and related statements of operations, shareholders' equity and cash flows of the U.S. Borrower and its consolidated Subsidiaries as of and for the fiscal quarter ended May 2, 2020. Such financial statements (x) present fairly, in all material respects, the financial position and results of operations and cash flows of Parent and its consolidated Subsidiaries as of such dates and for such periods in accordance with GAAP, subject to year-end audit adjustments and the absence of footnotes in the case of the statements referred to in clause (ii) above and (y) comply in all material respects with the requirements of Regulation S-X under the Securities Act.

(b) [Reserved].

(c) Since the Effective Date, other than those customarily resulting from the commencement of the Cases and changes contemplated in Parent's business plan delivered to the Administrative Agent, there has been no event, development or circumstance that has had, or would reasonably be expected to have, a Material Adverse Effect on the business, assets, results of operations or financial condition of Parent and its subsidiaries, taken as a whole.

SECTION 3.05 Properties.

(a) Parent and each Subsidiary has good title to, or valid leasehold interests in, all its property material to its business, except for minor defects in title that do not materially interfere with its ability to conduct its business as currently conducted or to utilize such properties for their intended purposes and Liens expressly permitted by Section 6.02.

(b) Parent and each Subsidiary owns, or is licensed to use, all trademarks, service marks, tradenames, trade dress, copyrights, patents, industrial designs and other intellectual property material to its business, and the conduct of their respective businesses, including the use thereof, by Parent and the Subsidiaries does not infringe upon the rights of any other Person, except for any such failure to own or license or infringements that, individually or in the aggregate, would not reasonably be expected to result in a Material Adverse Effect.

SECTION 3.06 Litigation and Environmental Matters.

(a) Except for the Disclosed Matters and the Cases, there are no actions, suits or proceedings by or before any arbitrator or Governmental Authority pending against or, to the knowledge of Parent, threatened against or affecting Parent or any Subsidiary (i) as to which there is a reasonable possibility of an adverse determination and that, if adversely determined, would reasonably be expected, individually or in the aggregate, to result in a Material Adverse Effect or (ii) that involve any of the Loan Documents or the Transactions.

(b) Except for the Disclosed Matters or matters that, individually or in the aggregate, would not reasonably be expected to result in a Material Adverse Effect, neither Parent nor any Subsidiary (i) has failed to comply with any Environmental Law or to obtain, maintain or comply with any permit, license or

other approval required under any Environmental Law, (ii) has become subject to any Environmental Liability, (iii) has received written notice of any claim with respect to any Environmental Liability or (iv) knows of any basis for any Environmental Liability.

(c) Since the Effective Date, there has been no change in the status of the Disclosed Matters that, individually or in the aggregate, has resulted in a Material Adverse Effect.

SECTION 3.07 Compliance with Laws and Agreements.

(a) Parent and each Subsidiary is in compliance with all laws, including all orders of Governmental Authorities, applicable to it or its property and all indentures, agreements and other instruments binding upon it or its property, except (i) where the failure to do so, individually or in the aggregate, would not reasonably be expected to result in a Material Adverse Effect (it being agreed that this Section does not apply to any law which is specifically addressed in Section 3.06(b), 3.07(b), 3.08, 3.09, 3.10 or 3.14), (ii) any non-compliance arising solely as a result of the commencement of the Cases or (iii) to the extent subject to the Automatic Stay.

(b) Parent has implemented and maintains in effect policies and procedures designed to ensure compliance in all material respects by Parent, its Subsidiaries and their respective directors, officers, employees and agents with Anti-Corruption Laws and applicable Sanctions, and Parent, its Subsidiaries and their respective officers and employees and to the knowledge of Parent its directors and agents, are in compliance with Anti-Corruption Laws and applicable Sanctions in all material respects. None of (a) Parent, any Subsidiary or, to the knowledge of Parent, any of their respective directors, officers or employees, or (b) to the knowledge of Parent, any agent of Parent or any Subsidiary that will act in any capacity in connection with or benefit from the credit facility established hereby, is a Sanctioned Person. No Borrowing, Letter of Credit use of proceeds or other transaction contemplated by this Agreement will violate Anti-Corruption Laws or applicable Sanctions.

SECTION 3.08 Investment Company Status, etc. No Loan Party is (a) an “investment company” as defined in, or subject to regulation under, the Investment Company Act of 1940 or (b) a “holding company” as defined in, or subject to regulation under, the Public Utility Holding Company Act of 1935.

SECTION 3.09 Taxes. Parent and each Subsidiary has timely filed or caused to be filed all Tax returns and reports required to have been filed and has paid or caused to be paid all Taxes required to have been paid by it (including in its capacity as withholding agent), except (a) any Taxes that are being contested in good faith by appropriate proceedings diligently conducted and for which Parent or such Subsidiary has set aside on its books reserves with respect thereto to the extent required by GAAP, (b) to the extent that the failure to do so would not, individually or in the aggregate, reasonably be expected to result in a Material Adverse Effect or (c) any Taxes the nonpayment of which is permitted or required by the Bankruptcy Code. There is no current or proposed tax assessment, deficiency or other claim against Parent or any of the Subsidiaries that would, individually or in the aggregate, reasonably be expected to result in a Material Adverse Effect. Each Loan Party and each of their respective Subsidiaries has withheld all material employee withholdings and has made all employer contributions to be withheld and made by it pursuant to applicable law on account of the Canadian Pension Plans and the Canada Benefit Plans, employment insurance and employee income taxes.

SECTION 3.10 ERISA; Labor Matters; Canadian Pension Plans and Canadian Benefit Plans.

(a) Except as could not reasonably be expected, individually or in the aggregate, to result in a Material Adverse Effect, (i) no ERISA Event has occurred or is reasonably expected to occur, (ii) neither

any Loan Party nor any ERISA Affiliate has engaged in a transaction that could be subject to Section 4069 or 4212(c) of ERISA and (iii) on the Effective Date, the present value of all accumulated benefit obligations under each Plan that is subject to Title IV of ERISA (based on the assumptions used for purposes of Statement of Accounting Standards Topic No. 715) did not, as of the date of the most recent financial statements reflecting such amounts, exceed the fair value of the assets of such Plan, and the present value of all accumulated benefit obligations of all underfunded Plans that are subject to Title IV of ERISA (based on the assumptions used for purposes of Statement of Accounting Standards Topic No. 715) did not, as of the date or dates of the most recent financial statements reflecting such amounts, exceed the fair value of the assets of all such underfunded Plans.

(b) Except as could not reasonably be expected, individually or in the aggregate, to result in a Material Adverse Effect, (i) there are no strikes, lockouts, slowdowns or any other labor disputes against Parent or any Subsidiary pending or, to the knowledge of Parent, threatened, (ii) the hours worked by and payments made to employees of Parent and the Subsidiaries have not been in violation of the Fair Labor Standards Act of 1938, the *Employee Standards Act* (Ontario) or any other applicable federal, state, provincial, territorial, local or foreign law dealing with such matters and (iii) all payments due from Parent or any Subsidiary, or for which any claim may be made against Parent or any Subsidiary, on account of wages and employee health and welfare insurance and other benefits, have been paid or accrued as a liability on the books of Parent or such Subsidiary to the extent required by GAAP. The consummation of the Transactions will not give rise to any right of termination or right of renegotiation on the part of any union under any collective bargaining agreement to which Parent or any Subsidiary is bound.

(c) Section 3.10(c) of the Disclosure Letter lists all Canadian Benefit Plans and Canadian Pension Plans currently maintained or contributed to by the Loan Parties and their Subsidiaries. As of the Closing Date, none of the Canadian Pension Plans are Canadian Defined Benefit Plans. The Canadian Pension Plans are duly registered under the ITA and all other applicable laws which require registration. Except as could not reasonably be expected, individually or in the aggregate, to result in a Material Adverse Effect, each Loan Party and each of their Subsidiaries has complied with and performed all of its obligations under and in respect of the Canadian Pension Plans and Canadian Benefit Plans under the terms thereof, any funding agreements and all applicable laws (including any fiduciary, funding, investment and administration obligations). All employer and employee payments, contributions or premiums to be remitted, paid to or in respect of each Canadian Pension Plan or Canadian Benefit Plan have been paid in a timely fashion in accordance with the terms thereof, any funding agreement and all applicable laws. Except as could not reasonably be expected, individually or in the aggregate, to result in a Material Adverse Effect, there have been no improper withdrawals or applications of the assets of the Canadian Pension Plans or the Canadian Benefit Plans. To the knowledge of the Loan Parties, no facts or circumstances have occurred or existed that could result, or be reasonably anticipated to result, in the declaration of a termination of any Canadian Pension Plan by any Governmental Authority under applicable laws. No promises of benefit improvements under the Canadian Pension Plans or the Canadian Benefit Plans have been made except where such improvement could not be reasonably expected to have a Material Adverse Effect and, in any event, no such improvements will result in a solvency deficiency or going concern unfunded liability in the affected Canadian Pension Plans. The pension fund under each Canadian Pension Plan is exempt from the payment of any income tax and there are no taxes, penalties or interest owing in respect of any such pension fund. All material reports and disclosures relating to the Canadian Pension Plans required by such plans and any Requirement of Law to be filed or distributed have been filed or distributed. Except as could not reasonably be expected, individually or in the aggregate, to result in a Material Adverse Effect, (i) no Canadian Benefit Plans provide for benefits beyond retirement or other termination of service to employees or former employees or to the beneficiaries or dependents of such employees, (ii) there are no outstanding disputes concerning the assets of the Canadian Pension Plans or the Canadian Benefit Plans, and (iii) each of the Canadian Pension Plans is fully funded on both a going concern and on a solvency basis (using

actuarial methods and assumptions which are consistent with the valuations last filed with the applicable Governmental Authorities and which are consistent with generally accepted actuarial principles).

SECTION 3.11 Disclosure. None of the reports, financial statements, certificates or other information furnished by or on behalf of Parent or any Subsidiary to the Administrative Agent, any Arranger or any Lender in connection with the negotiation of this Agreement or any other Loan Document or delivered hereunder or thereunder, taken as a whole (as modified or supplemented by other information so furnished) contains any material misstatement of fact or omits to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading; provided that, with respect to forecasts and projected financial information, the Loan Parties represent only that such information was prepared in good faith based upon assumptions believed by them to be reasonable at the time made and at the time so furnished and, if furnished prior to the Effective Date, as of the Effective Date.

SECTION 3.12 Subsidiaries and Joint Ventures. Section 3.12 of the Disclosure Letter sets forth, as of the Effective Date, the name, type of organization and jurisdiction of organization of, and the percentage of each class of Equity Interests owned by Parent or any Subsidiary in, (a) each Subsidiary and (b) each joint venture in which Parent or any Subsidiary owns any Equity Interests, and identifies each Designated Subsidiary. All the issued and outstanding Equity Interests in each Subsidiary owned by any Loan Party have been (to the extent such concepts are relevant with respect to such Equity Interests) duly authorized and validly issued and are fully paid and non-assessable (except as such rights may arise under mandatory provisions of applicable statutory law that may not be waived and not as a result of any rights contained in organizational documents). Except as set forth in Section 3.12 of the Disclosure Letter, as of the Effective Date, there is no existing option, warrant, call, right, commitment or other agreement to which Parent or any Subsidiary is a party requiring, and there are no Equity Interests in any Subsidiary outstanding that upon exercise, conversion or exchange would require, the issuance by any Subsidiary of any additional Equity Interests or other securities exercisable for, convertible into, exchangeable for or evidencing the right to subscribe for or purchase any Equity Interests in any Subsidiary.

SECTION 3.13 Insurance. Section 3.13 of the Disclosure Letter sets forth a description of all insurance maintained by or on behalf of Parent and the Subsidiaries as of the Effective Date. As of the Effective Date, all premiums due and payable in respect of such insurance have been paid. Parent believes that the insurance maintained by or on behalf of Parent and the Subsidiaries is adequate.

SECTION 3.14 Federal Reserve Regulations. Neither Parent nor any Subsidiary is principally, or as one of its important activities, in the business of extending credit for the purpose of purchasing or carrying margin stock (within the meaning of Regulation U of the Board of Governors), or extending credit for the purpose of purchasing or carrying margin stock. No part of the proceeds of any Loan or any Letter of Credit will be used, whether directly or indirectly, and whether immediately, incidentally or ultimately, in any manner or for any purpose that would entail a violation of Regulations T, U or X of the Board of Governors.

SECTION 3.15 Reserved.

SECTION 3.16 Collateral Matters.

(a) Subject to the entry of the Interim Order and the Canadian Recognition Order, upon the entry of, and subject to, the Interim Order and the Canadian Recognition Order (and, when entered, the Final Order) and subject to the Carve-Out in all respects, the Security Agreements and the Interim Order and the Canadian Recognition Order (and, when entered, the Final Order) are effective to create in favor of the Administrative Agent

(for the benefit of the Lender Parties) legal, valid, enforceable and perfected Liens on the Collateral described therein (with such priority as provided for therein).

(b) Except for the entry of the Interim Order and the Canadian Recognition Order (and Final Order, when applicable), no filing or other action will be necessary to perfect such Liens.

(c) The Interim Order and the Canadian Recognition Order (and Final Order, when applicable) is (or will be, as applicable) effective to create in favor of the Administrative Agent, for the benefit of the Lender Parties, a legal, valid, binding and enforceable perfected Lien in the Collateral without the necessity of the execution of mortgages, security agreements, pledge agreements, financing statements or other agreements or documents except to the extent set forth in such Order.

SECTION 3.17 Use of Proceeds. The Borrowers will use the proceeds of the Loans and will request the issuance of Letters of Credit only for purposes set forth in Section 5.11.

SECTION 3.18 Credit Card Agreements. Section 3.18 of the Disclosure Letter (as updated from time to time as permitted by Section 5.16) sets forth a list of all Credit Card Agreements to which any Loan Party is a party. A true and complete copy of each Credit Card Agreement listed on Section 3.18 of the Disclosure Letter has been delivered to the Administrative Agent, together with all material amendments, waivers and other modifications thereto. All such Credit Card Agreements are in full force and effect, currently binding upon each Loan Party that is a party thereto and, to the knowledge of the Loan Parties, binding upon other parties thereto in accordance with their terms. The Loan Parties are in compliance in all material respects with each such Credit Card Agreement.

SECTION 3.19 Approved Budget. As of the Effective Date, the Borrowers have furnished to the Administrative Agent the initial Approved Budget. Each Approved Budget was prepared in good faith based upon assumptions the Borrowers believed to be reasonable assumptions on the date of delivery of such Approved Budget.

SECTION 3.20 Chapter 11 Cases.

(a) The Cases were commenced on the Petition Date in each case in accordance with applicable laws and proper notice thereof was given for (i) the motion seeking approval of the Loan Documents and the Interim Order, the Canadian Recognition Order and the Final Order, and (ii) the hearing for the entry of the Interim Order and the Canadian Recognition Order. The Debtors shall give, on a timely basis as specified in the Interim Order, the Canadian Recognition Order or the Final Order, as applicable, all notices required to be given to all parties specified in such orders, as applicable.

(b) After the entry of the Interim Order, and pursuant to and to the extent permitted in the Interim Order and the Final Order, the Obligations will constitute allowed administrative expense claims in the Cases having priority over all administrative expense claims and unsecured claims against the Debtors now existing or hereafter arising, of any kind whatsoever, including all administrative expense claims of the kind specified in Sections 105, 326, 330, 331, 503(b), 506(c), 507(a), 507(b), 546(c), 726, 1114 or any other provision of the Bankruptcy Code or otherwise, as provided under Section 364(c)(1) of the Bankruptcy Code, subject to (i) the Carve-Out and (ii) the priorities set forth in the Interim Order or Final Order, as applicable.

(c) After the entry of the Interim Order and the Canadian Recognition Order and pursuant to and to the extent provided in the Interim Order, the Canadian Recognition Order and the Final Order, the Obligations will be secured by a valid and perfected first priority Lien on all of the Collateral subject, as to priority, only to (i) the Carve-Out, (ii) the Liens pursuant to Section 6.02(i), subject to the terms of such Section 6.02(i), (iii) the Canadian Administration Charge and (iv) to the extent set forth in the Interim Order or the Final Order.

(d) The Interim Order (with respect to the period on and after entry of the Interim Order and prior to entry of the Final Order), the Final Order (with respect to the period on and after entry of the Final Order) and the Canadian Recognition Order have not been vacated, or, without the Administrative Agent's consent, modified or amended. The Loan Parties are in compliance in all material respects with the applicable Order and the Canadian Recognition Order.

(e) Notwithstanding the provisions of Section 362 of the Bankruptcy Code, and subject to the applicable provisions of the Final Order, as the case may be, upon the Maturity Date (whether by acceleration or otherwise) of any of the Obligations, to the extent the Conversion Date has not occurred, the Administrative Agent and Lenders shall, subject to the Remedies Notice Period, be entitled to immediate payment of such Obligations and to enforce the remedies provided for hereunder or under applicable laws, without further notice, motion or application to, hearing before, or order from, the Court.

ARTICLE IV

Conditions to Effectiveness of Agreement

SECTION 4.01 Effective Date. The effectiveness of this Agreement is subject to the satisfaction or waiver of the following conditions precedent:

(a) Credit Agreement. The Administrative Agent (or its counsel) shall have received from each party hereto either (i) a counterpart of this Agreement signed on behalf of such party or (ii) evidence satisfactory to the Administrative Agent (which may include PDF or electronic transmission of a signed signature page of this Agreement acceptable to the Administrative Agent in its sole discretion) that such party has signed a counterpart of this Agreement.

(b) Reserved.

(c) Organization and Good Standing Documents. The Administrative Agent shall have received such documents and certificates as the Administrative Agent may reasonably request relating to the organization, existence and good standing (or equivalent) of each Loan Party as of a recent date prior to or as of the Effective Date, the authorization of the Transactions and any other legal matters relating to the Loan Parties, the Loan Documents or the Transactions, all in form and substance reasonably satisfactory to the Administrative Agent.

(d) Representations and Warranties. (i) The representations and warranties of the Loan Parties set forth in the Loan Documents shall be true and correct (A) in the case of the representations and warranties qualified as to materiality, in all respects and (B) otherwise, in all material respects, in each case on and as of the Effective Date, except in the case of any such representation and warranty that expressly relates to a prior date, in which case such representation and warranty shall be so true and correct on and as of such prior date and (ii) at the time of and immediately after giving effect to the Transactions to occur on the Effective Date, no Event of Default shall have occurred and be continuing.

(e) Borrowing Base Certificate. The Administrative Agent shall have received a completed Borrowing Base Certificate, which shall be dated the Effective Date and signed by a Financial Officer of the Company and shall set forth information required therein as of the last day of the fiscal month ended July 25, 2020.

(f) Financial Statements; Approved Budget; RSA. The Lenders shall have received (i) unaudited interim consolidated financial statements of the Parent for each fiscal month ended after the fiscal quarter ending February 1, 2020 through the end of June 2020, (ii) satisfactory projections (including the Borrowing Base and Availability forecasts) and the Approved Budget and (iii) a copy of the fully executed and effective RSA, in form and substance reasonably satisfactory to the Administrative Agent.

(g) Perfected Liens. Subject to the Interim Order and the Canadian Recognition Order, the Administrative Agent, for its benefit and the benefit of each other Lender Party, shall have been granted a perfected Lien on the Collateral by the Interim Order and the Canadian Recognition Order on the terms and conditions set forth herein and in the other Loan Documents, with the priority set forth in the Interim Order and the Canadian Recognition Order (and, upon entry of the Final Order, the Final Order) and the terms thereof.

(h) Closing Certificate. The Administrative Agent shall have received a certificate, dated the Effective Date and signed by the chief financial officer of the Company, certifying satisfaction of the conditions set forth in paragraphs (d) and (j) of this Section 4.01.

(i) Lien Searches. The Administrative Agent shall have received the results of a search of the UCC and PPSA (or equivalent) filings made with respect to the Loan Parties in the jurisdictions reasonably requested by the Administrative Agent.

(j) Material Adverse Effect. Since the Petition Date, there has been no event or circumstance, either individually or in the aggregate, that has or could reasonably be expected to have a Material Adverse Effect.

(k) Bankruptcy Court Orders. (i) The Court shall have entered the Interim Order and the Canadian Recognition Order by no later than five (5) days after the Petition Date and (ii) all motions, orders (including any “first day” orders on an interim basis and the Cash Management Order) and other documents shall be in form and substance reasonably satisfactory to the Administrative Agent, and the Court shall have approved and entered all “first day” orders on an interim basis, including, without limitation, the Cash Management Order and all such orders shall not have been vacated, stayed, reversed, modified or amended in any manner adverse to the Administrative Agent without the Administrative Agent’s consent and shall otherwise be in full force and effect. No order shall have been issued by the Canadian Court terminating the Canadian Case or converting the Canadian Case to, bankruptcy proceedings or converting or augmenting the Canadian Case to or with receivership proceedings.

(l) First Day Pleadings. The Administrative Agent shall have received drafts of the “first day” pleadings for the Cases, in each case, in form and substance reasonably satisfactory to the Administrative Agent.

(m) Payment of Fees. The Administrative Agent and the Arrangers shall have received all fees and other amounts due and payable on or prior to the Effective Date, including, to the extent invoiced three (3) Business Days prior to the Effective Date, payment or reimbursement of all fees and expenses (including fees, charges and disbursements of counsel) required to be paid or

reimbursed by any Loan Party under the Commitment Letter, the Fee Letters or any Loan Document.

(n) Know Your Customer Information. The Lenders shall have received all documentation and other information required by bank regulatory authorities under applicable “know your customer” and anti-money laundering rules and regulations, including the USA Patriot Act, at least five (5) Business Days prior to the Effective Date to the extent such information was requested at least ten (10) Business Days prior to the Effective Date.

(o) Documents. The Intercreditor Acknowledgment and the other Loan Documents each shall have been duly executed and delivered by each party thereto, and shall be in full force and effect.

Notwithstanding the foregoing, solely with respect to the matters expressly identified in Section 5.14, the satisfaction of the foregoing conditions shall not be required on the Effective Date, and shall not be a condition to the obligations of the Lenders to make Loans hereunder, but shall be required to be accomplished in accordance with Section 5.14.

The Administrative Agent shall notify the Borrowers and the Lenders of the Effective Date, and such notice shall be conclusive and binding.

SECTION 4.02 Each Credit Event. The obligation of each Lender to make a Loan on the occasion of any Borrowing (other than any Borrowing made on the Effective Date), and of each Issuing Bank to issue, amend, renew or extend any Letter of Credit, is subject to receipt of the request therefor in accordance herewith and to the satisfaction of the following conditions:

(a) The representations and warranties of the Loan Parties set forth in this Agreement shall be true and correct in all material respects on and as of the date of such Borrowing or the date of issuance, amendment or extension of such Letter of Credit, as applicable.

(b) At the time of and immediately after giving effect to such Borrowing or the issuance, amendment or extension of such Letter of Credit, as applicable, no Default shall have occurred and be continuing.

(c) After giving effect to such Borrowing or the issuance, amendment or extension of such Letter of Credit, the Borrowers shall be in compliance with the Revolving Exposure Limitations.

(d) (i) The Final Order shall have been entered following the expiration of the Interim Order; (ii) the Interim Order, the Canadian Recognition Order or the Final Order, as applicable, shall not have been vacated, stayed, reversed, modified, or amended in any manner adverse to the Administrative Agent without the Administrative Agent’s consent and shall otherwise be in full force and effect; and (iii) no motion for reconsideration of the Interim Order or the Final Order, as applicable, shall have been timely filed by a Debtor of any of their Subsidiaries.

Each Borrowing and each issuance, amendment or extension of a Letter of Credit shall be deemed to constitute a representation and warranty by the Borrowers on the date thereof as to the matters specified in paragraphs (a), (b), (c) and (d) of this Section.

Notwithstanding the failure to satisfy the conditions precedent set forth in paragraph (a) or (b) of this Section, unless otherwise directed by the Required Lenders, the Applicable Administrative Agent may, but shall have no obligation to, continue to make Loans and an Issuing Bank may, but shall have no obligation to, issue or cause to be issued any Letter of Credit for the ratable account and risk of Lenders from time to time if the Applicable Administrative Agent believes that making such Loans or issuing or causing to be issued any such Letter of Credit is in the best interests of the Lenders.

ARTICLE V

Affirmative Covenants

Until the earlier to occur of the date on which (a) the Commitments have expired or terminated and the principal of and interest on each Loan and all fees, expenses and other amounts payable under any Loan Document (other than Banking Services Obligations, Swap Obligations and contingent or indemnity obligations for which no claim has been made) have been paid in full in cash and all Letters of Credit have expired or terminated and all LC Disbursements shall have been reimbursed, or (b) the Conversion Date shall have occurred, the Loan Parties covenant and agree, jointly and severally, with the Lenders that:

SECTION 5.01 Financial Statements: Borrowing Base and Other Information. The Borrowers will furnish to the Administrative Agent, for distribution to each Lender:

(a) within 90 days after the end of each fiscal year of Parent, its consolidated balance sheet and related consolidated statements of operations, shareholders' equity and cash flows as of the end of and for such fiscal year, setting forth in each case in comparative form the figures for the previous fiscal year, all certified by a Financial Officer of the Parent to the effect that such consolidated financial statements present fairly, in all material respects, the financial position, results of operations and cash flows of Parent and its consolidated Subsidiaries as of the end of and for such fiscal year on a consolidated basis in accordance with GAAP;

(b) within 45 days after the end of each of the first three fiscal quarters of each fiscal year of Parent, its consolidated balance sheet as of the end of such fiscal quarter, the related consolidated statements of operations for such fiscal quarter and the then elapsed portion of the fiscal year and the related consolidated statement of cash flows for the then elapsed portion of the fiscal year, setting forth in each case in comparative form the figures for the corresponding period or periods of (or, in the case of the balance sheet, as of the end of) the previous fiscal year, all certified by a Financial Officer of Parent as presenting fairly in all material respects the financial position, results of operations and cash flows of Parent and its consolidated Subsidiaries as of the end of and for such fiscal quarter and such portion of the fiscal year on a consolidated basis in accordance with GAAP, subject to normal year-end audit adjustments and the absence of footnotes;

(c) within 30 days after the end of each of the first two fiscal months of each fiscal quarter of Parent, the consolidated balance sheet and related statements of operations and cash flows of Parent as of the end of and for such fiscal month and the then elapsed portion of the fiscal year, setting forth in each case in comparative form the figures for the corresponding period or periods of (or, in the case of the balance sheet, as of the end of) the previous fiscal year, all certified by a Financial Officer of Parent as presenting fairly in all material respects the financial position, results of operations and cash flows of Parent and its consolidated Subsidiaries as of the end of and for such fiscal month and such portion of the fiscal year on a consolidated basis in accordance with GAAP, subject to normal year-end audit adjustments and the absence of footnotes;

(d) concurrently with each delivery of financial statements under clauses (a) through (c) above, a completed Compliance Certificate signed by a Financial Officer of Parent (i) certifying, in the case of the financial statements delivered under clauses (a) through (c) above that such financial statements present fairly in all material respects the financial position, results of operations and cash flows of Parent and its consolidated Subsidiaries on a consolidated basis in accordance with GAAP, subject to normal year end audit adjustments and the absence of footnotes, (ii) certifying as to whether a Default has occurred and, if a Default has occurred, specifying the details thereof and any action taken or proposed to be taken with respect thereto, (iii) [reserved], (iv) [reserved], (v) if any change in GAAP or in the application thereof has occurred since the date of the audited financial statements referred to in Section 3.04, specifying the effect of such change on the financial statements accompanying such certificate and (vi) certifying that all notices required to be provided under Section 5.04 have been provided;

(e) [reserved];

(f) [reserved];

(g) [reserved];

(h) as soon as available but in any event not later than Friday of each week, a Borrowing Base Certificate setting forth a computation of the Borrowing Base as of the Saturday of the immediately preceding week, together with supporting information and any additional reports with respect to the Borrowing Base that the Administrative Agent may reasonably request;

(i) as soon as available but in any event not later than Friday of each week, and at such other times as may be requested by the Administrative Agent, the following information as of the Saturday of the immediately preceding week, all delivered electronically in a text formatted file in form reasonably acceptable to the Administrative Agent:

(i) (A) a reasonably detailed aging of the Loan Parties' Accounts (1) including all invoices' invoice date and payment terms) and (2) reconciled to the Borrowing Base Certificate delivered as of such date in a form reasonably acceptable to the Administrative Agent and (B) a summary aging of the Loan Parties' Accounts specifying the name, address and balance due for each Account Debtor;

(ii) a reasonably detailed aging of the Loan Parties' Credit Card Accounts Receivables (A) including aging by each credit card issuer and credit card processor and (B) reconciled to the Borrowing Base Certificate delivered as of such date, in a form reasonably acceptable to the Administrative Agent, together with a summary specifying the balance due from each credit card issuer or credit card processor;

(iii) a schedule reasonably detailing the Loan Parties' Rental Product, in form reasonably satisfactory to the Administrative Agent, (A) by location (showing Rental Product in transit, any Rental Product located with a third party under any consignment, bailee arrangement or warehouse agreement), by product type and by volume on hand, which Rental Product shall be valued at the lower of cost (determined on a first-in, first-out basis) or market and adjusted for Reserves as the Administrative Agent has previously indicated to the Borrower Representative are deemed by the Administrative Agent to be appropriate, (B) including a report of any variances or other results of Rental Product counts performed by the Loan Parties since the last Rental Product schedule (including information regarding sales or other reductions, additions, returns, credits

issued by the Loan Parties), and (C) reconciled to the Borrowing Base Certificate delivered as of such date;

(iv) a schedule detailing the Loan Parties' Inventory, in form reasonably satisfactory to the Administrative Agent, (A) by location (showing Inventory in transit, any Inventory located with a third party under any consignment, bailee arrangement or warehouse agreement), by product type and by volume on hand, which Inventory shall be valued at the lower of cost (determined on a first-in, first-out basis) or market and adjusted for Reserves as the Administrative Agent has previously indicated to the Borrower Representative are deemed by the Administrative Agent to be appropriate, (B) including a report of any variances or other results of Inventory counts performed by the Loan Parties since the last Inventory schedule (including information regarding sales or other reductions, additions, returns, credits issued by the Loan Parties), and (C) reconciled to the Borrowing Base Certificate delivered as of such date;

(v) a worksheet of calculations prepared by the Loan Parties to determine Eligible Credit Card Accounts Receivables, Eligible Accounts, Eligible Rental Inventory and Eligible Inventory, such worksheets detailing the Credit Card Accounts Receivables, Accounts, Rental Product and Inventory excluded from Eligible Credit Card Accounts Receivables, Eligible Accounts, Eligible Rental Inventory and Eligible Inventory and the reasons for such exclusion;

(vi) a reconciliation of the Loan Parties' Credit Card Accounts Receivables, Accounts, Rental Product and Inventory between the amounts shown in the Loan Parties' general ledger and financial statements and the reports delivered pursuant to clauses (i), (ii), (iii) and (iv) above; and

(vii) a reconciliation of the loan balance per the Loan Parties' general ledger to the loan balance under this Agreement;

(j) as soon as available but in any event within 15 Business Days after the end of each fiscal month, a schedule and aging of the Loan Parties' accounts payable as of the month then ended, delivered electronically in a text formatted file in a form reasonably acceptable to the Administrative Agent;

(k) by no later than 5:00 p.m. New York City time on August 30, 2020 (or such later time as agreed to in writing (including via e-mail) by the Administrative Agent in its sole discretion), and by no later than 5:00 p.m. New York City time by the end of the following fiscal month after the end of each fiscal month occurring thereafter, an updated budget substantially consistent with the form and level of detail set forth in the initial Approved Budget, including the same line-items provided with the initial Approved Budget, and otherwise in form and substance reasonably acceptable to the Lender Advisors in their reasonable discretion. Upon, and subject to, the approval of any such updated budget by the Lender Advisors in their reasonable discretion, such supplemented budget shall constitute the then-approved Approved Budget, effective as of the beginning of the fiscal week immediately following the fiscal week in which it was delivered; *provided* that unless and until the Lender Advisors approve such supplemental budget in their reasonable discretion, the then-current Approved Budget shall remain in effect;

(l) by no later than 5:00 p.m. New York City time on the last Business Day of each fiscal week (or such later time as agreed to in writing (including via e-mail) by the Administrative Agent in its sole discretion) commencing on the date that is the last Business Day following the third full fiscal week after the Effective Date (which date is August [●], 2020), (i) a line-item by line-item report setting forth for each line item in the Approved Budget, in reasonable detail, the actual receipts received and operating disbursements (including any professional fees) made during

the prior week then-ended and (ii) a rolling thirteen (13) fiscal week cash flow forecast substantially consistent in form with the Approved Budget and in form and substance reasonably satisfactory to the Lender Advisors (which, for the avoidance of doubt, shall not be used for covenant testing purposes hereunder and shall not constitute the Approved Budget);

(m) by no later than 5:00 p.m. New York City time on the Friday of each fiscal week (or such later time as agreed to in writing (including via e-mail) by the Administrative Agent in its sole discretion) of each fiscal week commencing on the date that is the Friday following the third full fiscal week after the Effective Date (which date is August [●], 2020) (each such Friday or later time, a “Variance Report Date”), a line-item by line-item variance report (each, a “Variance Report”), substantially in the form attached hereto as Exhibit J or otherwise as reasonably acceptable to the Lender Advisors in their sole discretion, setting forth, in reasonable detail: (x) any variances between actual amounts for each line item in the Approved Budget for the Variance Testing Period versus projected amounts set forth in the applicable Approved Budget for each line item included therein on a cumulative basis for such Variance Testing Period (for the avoidance of doubt, to be prepared by comparing the sum of the four (4) figures for each relevant fiscal week for such corresponding line item in the relevant Approved Budget that was in effect in respect of each relevant week at the time) and (y) the computations necessary to determine compliance with Section 6.12, together with a statement from a Financial Officer certifying the information contained in the report. The Variance Report shall also provide a reasonably detailed explanation (including whether such variance is permanent or temporary in nature or timing related) for any negative variance in such Variance Report in excess of 10% in actual receipts and any positive variance in such Variance Report in excess of 10% in actual operating disbursements during the Variance Testing Period (unless the dollar amount corresponding to such percentage variance is less than \$1,000,000) as compared to projections for such corresponding line items during the Variance Testing Period as set forth in the Approved Budget;

(n) [reserved];

(o) promptly after the same become publicly available, copies of all periodic and other reports, proxy statements and other materials filed by Parent or any Subsidiary with the SEC or any Canadian federal or provincial securities commission, or with any national securities exchange, or distributed by Parent to its shareholders generally, as the case may be; provided that the U.S. Borrower shall be deemed to have satisfied the requirements of this Section 5.01(o) upon the filing of such reports, statements or materials through the SEC’s EDGAR system or the publication by Parent of such reports, statements or materials on its website;

(p) promptly after any reasonable written request therefor by the Administrative Agent, copies of (x)(i) each Schedule B (Actuarial Information) to the most recent annual report (Form 5500 Series) filed by any Loan Party or any ERISA Affiliate with the Internal Revenue Service with respect to each Plan; (ii) the most recent actuarial valuation report for each Plan; (iii) such other documents or governmental reports or filings relating to any Plan and concerning any ERISA Event as the Administrative Agent shall reasonably request and (y)(i) any material documents described in Section 101(k)(1) of ERISA that the Loan Parties or any ERISA Affiliate may request with respect to any Multiemployer Plan and (ii) any notices described in Section 101(1)(1) of ERISA that the Loan Parties or any ERISA Affiliate may request with respect to any Multiemployer Plan; provided that if the Loan Parties or any ERISA Affiliate have not requested such material documents or notices from the administrator or sponsor of the applicable Multiemployer Plan, upon request by the Administrative Agent, the applicable Loan Party or ERISA Affiliate shall promptly make a request for such documents and notices from such administrator or sponsor and shall provide copies of such documents and notices to the

Administrative Agent promptly after receipt thereof; provided, further that notwithstanding anything herein the rights of the Administrative Agent under Section 5.01(p)(y)(ii) shall be exercised not more than once with respect to the same Multiemployer Plan during any applicable plan year;

(q) promptly after any request therefor following the filing thereof with any Governmental Authority, a copy of each actuarial valuation report and, upon request of the Canadian Administrative Agent, Annual Information Return in respect of any Canadian Benefit Plan or Canadian Pension Plan; and

(r) promptly after any request therefor, such other information regarding the operations, business affairs and financial condition of Parent or any Subsidiary, or compliance with the terms of any Loan Document, as the Administrative Agent or any Lender may reasonably request.

Information required to be delivered pursuant to clause (a), (b) or (o) of this Section shall be deemed to have been delivered if such information, or one or more annual or quarterly reports containing such information, shall have been posted by the Administrative Agent on an IntraLinks or similar site to which the Lenders have been granted access or shall be available on the website of the SEC at <http://www.sec.gov>. Information required to be delivered pursuant to this Section may also be delivered by electronic communications pursuant to procedures approved by the Administrative Agent.

SECTION 5.02 Notices of Material Events. Parent will furnish to the Administrative Agent (for distribution to the Lenders) written notice promptly upon any Financial Officer, or other officer or employee responsible for compliance with the Loan Documents, of Parent or any Subsidiary becoming aware of any of the following:

- (a) the occurrence of any Default;
- (b) the filing or commencement of any action, suit or proceeding by or before any arbitrator or Governmental Authority (other than in connection with the Cases) against or affecting Parent or any Subsidiary, or any adverse development in any such pending action, suit or proceeding not previously disclosed in writing by Parent to the Administrative Agent and the Lenders, that in each case would reasonably be expected to result in a Material Adverse Effect or that in any manner questions the validity of any Loan Document;
- (c) [reserved];
- (d) the occurrence of an ERISA Event that has resulted, or would reasonably be expected to result, in a Material Adverse Effect;
- (e) any other development that has resulted, or would reasonably be expected to result, in a Material Adverse Effect; or
- (f) as soon as practicable in advance of filing with the Court or delivering to the Committee appointed in a Case, if any, or to the U.S. Trustee, as the case may be, the Final Order, all other material proposed orders and pleadings related to (x) the Cases (all of which must be in form and substance reasonably satisfactory to the Administrative Agent) or (y) the Prepetition Credit Agreement and this Agreement and the credit facilities contemplated thereby and/or any sale contemplated in accordance with any Plan of Reorganization and/or any disclosure statement related thereto (all of which must be in form and substance reasonably satisfactory to the

Administrative Agent), and (ii) substantially simultaneously with the filing with the Court or delivering to the Committee appointed in any Case, if any, or to the U.S. Trustee, as the case may be, monthly operating reports and all other notices, filings, motions, pleadings or other information concerning the financial condition of the Loan Parties or their Subsidiaries or the Cases that may be filed with the Court or delivered to the Committee appointed in any Case, if any, or to the U.S. Trustee.

Each notice delivered under clauses (a) through (e) shall be accompanied by a statement of a Financial Officer or other executive officer of Parent setting forth the details of the event or development requiring such notice and any action taken or proposed to be taken with respect thereto.

SECTION 5.03 Reserved.

SECTION 5.04 Information Regarding Collateral.

(a) Each Loan Party will furnish to the Administrative Agent prompt written notice (and in any event within 60 days thereof) of any change in (i) its legal name, as set forth in its organizational documents, (ii) its jurisdiction of organization or the form of its organization (including as a result of any merger, amalgamation or consolidation), (iii) the location of its chief executive office, (iv) the jurisdiction in which it maintains any Collateral, or (v) its organizational identification number, if any and the Federal Taxpayer Identification Number of such Loan Party, in each case of this subclause (v), only with respect to any Loan Party organized under the laws of a jurisdiction that requires such information to be set forth on the face of a UCC financing statement. Each Loan Party agrees not to effect or permit any change referred to in the preceding sentence unless all filings or registrations have been made under the UCC or the PPSA, as applicable or otherwise that are required in order for the Administrative Agent to continue at all times following such change to have a valid, legal and perfected Lien on all the Collateral affected thereby. Each Loan Party also agrees promptly to notify the Administrative Agent if any material portion of the Collateral is damaged or destroyed.

(b) If any material assets are acquired by any Loan Party after the Effective Date (other than assets constituting Collateral under the Collateral Documents that become subject to the Lien in favor of the Administrative Agent set forth in the Collateral Documents upon the acquisition thereof), Parent will promptly notify the Administrative Agent thereof and will cause such assets to be subjected to a Lien securing the Secured Obligations and will take such actions as shall be necessary or reasonably requested by the Administrative Agent to grant and perfect such Lien, all at the expense of the Loan Parties. It is understood and agreed that, notwithstanding anything to the contrary set forth in this Agreement or in any Collateral Document, Parent and, to the extent required by the Collateral Documents, any other Loan Party, shall not be required to (A) grant mortgages, (B) obtain landlord lien waivers, estoppels, Collateral Access Agreements or bailee agreements with respect to any of their retail operating store locations or (C) enter into Deposit Account Control Agreements in respect of any Excluded Account.

SECTION 5.05 Existence; Conduct of Business. Subject to any required approval by the Court, each Loan Party will, and will cause each Subsidiary to, do or cause to be done all things reasonably necessary to preserve, renew and keep in full force and effect (i) its legal existence and (ii) the rights, licenses, permits, privileges, franchises, patents, copyrights, trademarks and trade names material to the conduct of its business, except in the case of clause (ii) where failure to do so, individually or in the aggregate, would not reasonably be expected to result in a Material Adverse Effect; provided that the foregoing shall not prohibit any merger, amalgamation, consolidation, liquidation, dissolution, disposition or other transaction permitted under Section 6.03 or 6.05.

SECTION 5.06 Payment of Obligations. Subject to the Orders and the terms thereof, each Loan Party will, and will cause each Subsidiary to, pay or discharge all its material obligations, including Tax liabilities (whether or not shown on a Tax return), before the same shall become delinquent or in default, subject to the Approved Budget (and the Permitted Variances) except where (a) (i) the validity or amount thereof is being contested in good faith by appropriate proceedings, (ii) Parent or such Subsidiary has set aside on its books reserves with respect thereto to the extent required by GAAP and (iii) such contest effectively suspends collection of the contested obligation and the enforcement of any Lien securing such obligation, (b) the failure to make payment would not, individually or in the aggregate, reasonably be expected to result in a Material Adverse Effect or (c) the nonpayment of which is permitted or required by the Bankruptcy Code.

SECTION 5.07 Maintenance of Properties. Parent will, and will cause each Subsidiary (other than an Immaterial Subsidiary) to, keep and maintain all property material to the conduct of its business in good working order and condition, ordinary wear and tear excepted, except where the failure to do so, individually or in the aggregate, would not reasonably be expected to result in a Material Adverse Effect.

SECTION 5.08 Insurance. Parent will, and will cause each Subsidiary to, maintain, with financially sound and reputable insurance companies having a financial strength rating of at least A- by A.M. Best Company (a) insurance in such amounts (with no greater risk retention) and against such risks as are customarily maintained by companies of established repute engaged in the same or similar businesses operating in the same or similar locations and (b) all insurance required to be maintained pursuant to the Collateral Documents. Parent will furnish to the Lenders, upon request of the Administrative Agent, information in reasonable detail as to the insurance so maintained. Each such policy of liability or casualty insurance maintained by or on behalf of Loan Parties shall (a) in the case of each liability insurance policy (other than workers' compensation, director and officer liability or other policies in which such endorsements are not customary), name the Administrative Agent, as an additional insured thereunder, (b) in the case of each casualty insurance policy, contain a loss payable clause or endorsement that names the Administrative Agent, as a loss payee thereunder.

SECTION 5.09 Books and Records; Inspection Rights. Each Loan Party will, and will cause each Subsidiary to, (a) keep proper books of record and account in which full, true and correct (in all material respects) entries in accordance with GAAP and applicable law are made of all dealings and transactions in relation to its business and activities and (b) permit any representatives designated by the Administrative Agent or any Lender (including employees of the Administrative Agent, any Lender or any consultants, accountants, lawyers and appraisers retained by the Administrative Agent), upon reasonable prior notice (but in no event more than once each fiscal year of Parent unless an Event of Default has occurred and is continuing), to visit and inspect its properties, to examine and make extracts from its books and records and to discuss its affairs, finances and condition with its officers and, accompanied by one or more such officers or their designees if requested by Parent, independent accountants, all at such reasonable times during normal business hours and as often as reasonably requested. The Borrower shall have the right to have a representative present at any and all inspections. Notwithstanding anything herein to the contrary, neither the Administrative Agent nor any Lender shall conduct an appraisal or field examination under this Section 5.09.

SECTION 5.10 Compliance with Laws.

(a) Each Loan Party will, and will cause each Subsidiary to, comply with all laws (including Environmental Laws and all orders of any Governmental Authority) applicable to it or its property, except (i) where the failure to do so, individually or in the aggregate, would not reasonably be expected to result in a Material Adverse Effect or (ii) to the extent subject to the Automatic Stay.

(b) Canadian Pension Plans and Canadian Benefit Plans.

(i) For each existing, or hereafter adopted, Canadian Pension Plan and Canadian Benefit Plan, each Loan Party will, and will cause each Subsidiary to, in a timely fashion comply with and perform all of its obligations under and in respect of such Canadian Pension Plan or Canadian Benefit Plan, including under any funding agreements and all applicable laws (including any fiduciary, funding, investment and administration obligations), except where the failure to do so, individually or in the aggregate, would not reasonably be expected to result in a Material Adverse Effect.

(ii) All employer or employee payments, contributions or premiums required to be remitted, paid to or in respect of each Canadian Pension Plan or Canadian Benefit Plan shall be paid or remitted by each Loan Party and each Subsidiary of each Loan Party in a timely fashion in accordance with the terms thereof, any funding agreements and all applicable laws.

SECTION 5.11 Use of Proceeds. The proceeds of Loans made, and Letters of Credit issued, on or after the Effective Date will be used in accordance with the Approved Budget (subject to Permitted Variances) and the applicable Order for the following: (i) fund the Cases and repay Prepetition Indebtedness, (ii) for working capital, Capital Expenditures, letters of credit and other lawful corporate purposes of the Borrowers and their Subsidiaries (including payment of certain fees and expenses of professionals retained by the Loan Parties subject to the Carve-Out and for certain other Prepetition and pre-filing expenses that are approved by the Court and permitted by the Approved Budget). No part of the proceeds of any Loan and no Letter of Credit will be used in contravention of the provisions of the applicable Order, including any restrictions or limitations on the use of proceeds contained therein. Nothing in this Agreement shall prohibit the Post-Petition payment of Prepetition Lender Obligations, including principal, interest, fees, penalties or recoverable costs, due and payable in connection with the Prepetition Credit Agreement with the proceeds of the Collateral (as defined herein) or Collateral (as defined in the Prepetition Credit Agreement).

SECTION 5.12 Reserved.

SECTION 5.13 Reserved.

SECTION 5.14 Depository Banks.

(a) Subject to Section 5.18, the Loan Parties will maintain the Administrative Agent or one or more Lenders acceptable to the Administrative Agent as their principal depository bank, including for the maintenance of operating, administrative, cash management, collection activity, and other Deposit Accounts for the conduct of their business; provided that the Loan Parties shall not be required to satisfy the foregoing requirement with respect to any Deposit Account (i) that is an Excluded Account or (ii) with respect to which the applicable Loan Parties have entered into a Deposit Account Control Agreement in accordance with the applicable Security Agreement, Sections 5.15 and 5.18, as applicable, in favor of the Administrative Agent.

SECTION 5.15 Further Assurances. The Loan Parties will execute any and all further documents, financing statements, agreements and instruments, and take all such further actions that are required under the Collateral Documents or this Agreement to effectuate the transactions contemplated by the Loan Documents or to grant, preserve, protect or perfect the Liens created or intended to be created by the Collateral Documents or the validity or priority of any such Lien. The Loan Parties also agree to provide to the Administrative Agent, from time to time upon reasonable request, evidence reasonably satisfactory

to the Administrative Agent as to the perfection and priority of the Liens created or intended to be created by the Collateral Documents.

SECTION 5.16 Credit Card Agreements and Notifications. Each Loan Party will (a) comply in all material respects with all its obligations under each Credit Card Agreement to which it is party and (b) maintain credit card arrangements solely with the credit card issuers and credit card processors identified in Section 3.18 of the Disclosure Letter; provided, however, that the U.S. Borrower may amend Section 3.18 of the Disclosure Letter to remove any credit card issuer or credit card processor identified on such Section 3.18 of the Disclosure Letter or to add additional credit card issuers and credit card processors that are reasonably satisfactory to the Administrative Agent, and concurrently with the making of any such amendment the Loan Party shall provide to the Administrative Agent evidence that a Credit Card Notification shall have been delivered to any credit card issuer or credit card processor added to such Section 3.18 of the Disclosure Letter.

SECTION 5.17 Reserved.

SECTION 5.18 Deposit Accounts. The Loan Parties shall, at all times, comply with the provisions of Section 4.04(b) of the U.S. Security Agreement and Section 4.04(b) of the Canadian Security Agreement.

SECTION 5.19 Loan Party Advisors.

(a) The Loan Parties shall continue to retain the Debtors' Investment Banker. The Loan Parties and their representatives will fully cooperate with the Debtors' Investment Banker and grant them full and complete access to the books and records of the Loan Parties. The Loan Parties hereby (i) authorize the Administrative Agent (or their respective agents or advisors) to communicate directly with the Debtors' Investment Banker regarding any and all matters related to the Loan Parties and their Affiliates, and (ii) authorize the Debtors' Investment Banker to provide the Administrative Agent (or their respective agents or advisors) with reports and other information or materials prepared or reviewed by the Debtors' Investment Banker as the Administrative Agent may reasonably request (in the case of each of clauses (i) and (ii), subject to protection as necessary in respect of information that is subject to attorney-client or similar privilege or constitutes attorney work-product, and entry by the Administrative Agent (or its respective agents or advisors) into customary non-reliance/confidentiality arrangements in form reasonably satisfactory to the Debtors' Investment Banker).

(b) The Loan Parties shall host a monthly conference call for Lenders to discuss financial information delivered pursuant to Section 5.01. The Loan Parties will hold such conference call following the delivery of the required financial information for such month pursuant to Section 5.01(c) and not later than five (5) Business Days from the time the Borrowers are required to deliver the financial information as set forth in Section 5.01(c).

(c) The Loan Parties shall host semi-monthly conference calls for the Lender Advisors to discuss financial information delivered pursuant to Section 5.01(k).

(d) Such monthly and semi-monthly calls in clauses (b) and (c) will occur as a standing appointment at a time to be mutually agreed upon by the Borrower Representative and the Lenders or the Lender Advisors, as applicable.

(e) Notwithstanding anything to the contrary contained in this Section 5.19, none of the Loan Parties or their respective professionals (including the Debtor's Investment Banker) will be required to disclose or permit access to any document, information or other matter (i) in respect of which disclosure to the Administrative Agent, any Lender or any Lender Advisor (or their respective representatives or contractors) by the Loan Parties or their respective professionals (including the Debtor's Investment Banker) is prohibited by applicable law or any binding agreement or (ii) that is subject to attorney client or similar privilege or constitutes attorney-work product.

SECTION 5.20 Lender Advisors. The Administrative Agent, on behalf of itself and the Lenders, shall be entitled to retain or to continue to retain (either directly or through counsel) any Lender Advisors to provide advice, analysis and reporting for the benefit of the Administrative Agent and the Lenders. The Loan Parties shall pay all fees and expenses of each Lender Advisor and all such fees and expenses shall constitute Obligations and be secured by the Collateral. The Loan Parties shall use commercially reasonable efforts to grant access to, and cooperate with, the Administrative Agent, the Lenders, the Lender Advisors, and any other representatives of the foregoing and provide all information that such parties may request in a timely manner.

SECTION 5.21 Bankruptcy Matters. The Loan Parties shall:

(a) cause all proposed (i) "first day" orders on an interim and final basis, (ii) any order of the Canadian Court in the Canadian Case, (iii) orders (other than the Interim Order or Final Order) related to or affecting the Loans and other Obligations and the Loan Documents, any other financing or use of cash collateral, any sale or other disposition of Collateral outside the ordinary course, cash management, adequate protection, any Plan of Reorganization and/or any disclosure statement related thereto, (iv) orders concerning the financial condition of the Borrowers or any of their respective Subsidiaries or other Indebtedness of the Loan Parties or seeking relief under section 363, 365, 1113 or 1114 of the Bankruptcy Code or section 9019 of the Federal Rules of Bankruptcy Procedure, and (v) orders establishing procedures for administration of the Cases or approving significant transactions submitted to the Court, in each case, proposed by the Loan Parties to be in accordance with and permitted by the terms of this Agreement and acceptable to the Administrative Agent in its reasonable discretion in all respects, it being understood and agreed that the forms of orders approved by the Administrative Agent (and with respect to any provision that affects the rights, obligations, liabilities or duties of the Administrative Agent) prior to the Petition Date are in accordance with and permitted by the terms of this Agreement and are reasonably acceptable in all respects;

(b) comply in a timely manner with their obligations and responsibilities as debtors-in-possession under the Orders;

(c) except as otherwise permitted by an Acceptable Plan or this Agreement, provide prior written notice as soon as reasonably practicable to the Administrative Agent prior to any assumption or rejection of any Loan Party's or any Subsidiary's material contracts or material non-residential real property Leases pursuant to Section 365 of the Bankruptcy Code;

(d) deliver to the Administrative Agent all documents required to be delivered to creditors under the RSA or any case stipulation; provided that the Borrower shall not be required to deliver any such documents provided by any party in interest to the extent that any such document is confidential or filed under seal; provided, further, that such documents that are filed under seal, to the extent permitted by applicable law or applicable contractual requirement, shall be provided to the advisors to the Administrative Agent on a professional eyes' only basis;

(e) receive designated "restricted cash" that is held by the Administrative Agent from the proceeds of dispositions consummated by the Loan Parties prior to the Petition Date in amounts equal to: (i) upon entry of the Interim Order, 10.0% of such "restricted cash"; (ii) upon entry of the Final Order, an incremental 40.0% of such "restricted cash" (measured as of the Petition Date); (iii) upon the entry of an order approving the Disclosure Statement, an incremental 20.0% (measured as of the Petition Date) of such "restricted cash"; and (iv) upon the entry the Confirmation Order, the remainder of such "restricted cash", and, in each case, prepay Borrowings with the proceeds thereof in accordance with Section 2.11(c);³ and

(f) comply with each of the Required Milestones contained on Schedule 5.21 upon the terms and at the times provided for therein.

ARTICLE VI

Negative Covenants

Until the earlier to occur of the date on which (a) the Commitments have expired or terminated and the principal of and interest on each Loan and all fees, expenses and other amounts payable under any Loan Document (other than Banking Services Obligations, Swap Obligations and contingent or indemnity obligations for which no claim has been made) have been paid in full in cash and all Letters of Credit have expired or terminated and all LC Disbursements shall have been reimbursed, or (b) the Conversion Date shall have occurred, the Loan Parties covenant and agree, jointly and severally, with the Lenders that:

SECTION 6.01 Indebtedness; Certain Equity Securities.

(a) The Loan Parties will not, and will not permit any Subsidiary to, create, incur, assume or permit to exist any Indebtedness, except:

(i) Indebtedness created under the Loan Documents (including, for the avoidance of doubt, the Carve-Out and the Canadian Court Ordered Charges) and the Prepetition Loan Documents;

(ii) Indebtedness existing on the Effective Date and set forth in Section 6.01 of the Disclosure Letter;

(iii) Indebtedness of Parent to any Subsidiary and of any Subsidiary to Parent or any other Subsidiary; provided that (A) such Indebtedness shall not have been transferred to any Person

³ To match agreed order when final.

other than Parent or any Subsidiary, (B) any such Indebtedness owing by (x) a Loan Party to a Subsidiary that is not a Loan Party and (y) any Canadian Loan Party to a U.S. Borrower shall, in each case be unsecured and subordinated in right of payment to the applicable Secured Obligations and the Prepetition Lender Obligations on terms customary for intercompany subordinated Indebtedness, as reasonably determined by the Administrative Agent and (C) any such Indebtedness shall be incurred in compliance with Section 6.04;

(iv) Guarantees incurred in compliance with Section 6.04;

(v) Indebtedness of Parent or any Subsidiary permitted by the Approved Budget (including with respect to any Permitted Variances) (A) incurred to finance the acquisition, construction or improvement of any fixed or capital assets, including Capital Lease Obligations and Synthetic Lease Obligations, provided that such Indebtedness is incurred prior to or within 180 days after such acquisition or the completion of such construction or improvement and the principal amount of such Indebtedness does not exceed the cost of acquiring, constructing or improving such fixed or capital assets or (B) assumed in connection with the acquisition of any fixed or capital assets; provided that the aggregate principal amount of Indebtedness permitted by this clause (v) shall not exceed \$10,000,000 at any time outstanding;

(vi) Indebtedness in respect of netting services, overdraft protections and otherwise in connection with deposit and checking accounts, in each case, in the ordinary course of business;

(vii) Indebtedness in respect of letters of credit, bank guarantees and similar instruments issued for the account of Parent or any Subsidiary in the ordinary course of business supporting obligations under workers' compensation, unemployment insurance and other social security laws;

(viii) [reserved];

(ix) the Senior Notes;

(x) Indebtedness under the Term Credit Agreement in an aggregate principal amount not to exceed \$[●]⁴ at any time outstanding, provided that such Indebtedness shall at all times be subject to the Intercreditor Agreement as supplemented by the Intercreditor Acknowledgment;

(xi) Indebtedness of Loan Parties in respect of surety bonds (whether bid performance or otherwise) and performance and completion guarantees and other obligations of a like nature, in each case incurred in the ordinary course of business;

(xii) [reserved];

(xiii) Indebtedness incurred under leases of real property in respect of tenant improvements;

(xiv) [reserved];

(xv) Indebtedness of Foreign Subsidiaries (other than any Canadian Subsidiary) in an amount not to exceed \$5,000,000 at any one time outstanding;

⁴ NTD - To equal amount outstanding as of Petition Date.

(xvi) other Indebtedness in an aggregate principal amount not to exceed \$10,000,000 at any time outstanding permitted by the Approved Budget (including with respect to any Permitted Variances);

(xvii) Indebtedness consisting of (a) the financing of insurance premiums and (b) take-or-pay obligations contained in supply arrangements, in each case, in the ordinary course of business;

(xviii) obligations under any agreement governing the provision of treasury or cash management services, including deposit accounts, overnight draft, credit cards, debit cards, p-cards (including purchasing cards and commercial cards), funds transfer, automated clearinghouse, zero balance accounts, returned check concentration, controlled disbursement, lockbox, account reconciliation and reporting and trade finance services and other cash management services;

(xix) Indebtedness in the form of Swap Agreements permitted under Section 6.07; and

(xx) Indebtedness expressly permitted by the Approved Budget (subject to any Permitted Variances).

(b) The accrual of interest, the accretion of accreted value and the payment of interest or dividends in the form of additional Indebtedness or Disqualified Stock, as applicable, the accretion of original issue discount, the accretion of liquidation preference and increases in the amount of Indebtedness outstanding solely as a result of fluctuations in the exchange rate of currencies shall not be deemed to be an incurrence of Indebtedness or Disqualified Stock for purposes of Section 6.01(a).

(c) Parent will not, and will not permit any Subsidiary to, issue any Disqualified Stock, other than, in the case of the Subsidiaries, to Parent or a Subsidiary; provided that any issuance of Equity Interests of any Subsidiary that is not a Loan Party to any Loan Party shall be subject to Section 6.04.

(d) Notwithstanding any of the foregoing, no Indebtedness permitted under this Section 6.01 shall be permitted to have an administrative expense claim status under the Bankruptcy Code senior to or *pari passu* with the superpriority administrative expense claims of (i) the Administrative Agent and the Lenders and (ii) to the extent provided by section 507(b) of the Bankruptcy Code, the Prepetition Agent and the Prepetition Lenders, in each case, as set forth herein and in the applicable Order, other than, solely with respect to Collateral that is not ABL Priority Collateral, Indebtedness under the Term Credit Agreement permitted under Section 6.01(a)(x).

SECTION 6.02 Liens. The Loan Parties will not, and will not permit any Subsidiary to, create, incur, assume or permit to exist any Lien on any asset now owned or hereafter acquired, or assign or sell any income or revenues (including accounts receivable) or rights in respect of any thereof, except:

(a) Liens granted by the Interim Order and the Final Order (in each case, including the Carve-Out) or created under the Loan Documents or Prepetition Loan Documents;

(b) Permitted Encumbrances;

(c) any Lien on any asset of Parent or any Subsidiary existing on the Effective Date and set forth in Section 6.02 of the Disclosure Letter; provided that (i) such Lien shall not apply to any other asset of Parent or any Subsidiary and (ii) such Lien shall secure only

those obligations that it secures on the Effective Date and any extensions, renewals and refinancings thereof that do not increase the outstanding principal amount thereof;

(d) [reserved];

(e) Liens on fixed or capital assets (other than Rental Product) acquired, constructed or improved by Parent or any Subsidiary; provided that (i) such Liens secure only Indebtedness permitted by Section 6.01(a)(v) and obligations relating thereto not constituting Indebtedness and (ii) such Liens shall not apply to any other asset of Parent or any Subsidiary (other than the proceeds and products thereof); provided further that in the event purchase money obligations are owed to any Person with respect to financing of more than one purchase of any fixed or capital assets (other than Rental Product), such Liens may secure all such purchase money obligations and may apply to all such fixed or capital assets financed by such Person;

(f) in connection with the sale or transfer of any Equity Interests or other assets in a transaction permitted under Section 6.05, customary rights and restrictions contained in agreements relating to such sale or transfer pending the completion thereof, solely to the extent such sale or transfer would have been permitted on the date of the creation of such Lien;

(g) in the case of (i) any Subsidiary that is not a wholly-owned Subsidiary or (ii) the Equity Interests in any Person that is not a Subsidiary, any encumbrance or restriction, including any put and call arrangements, related to Equity Interests in such Subsidiary or such other Person set forth in the organizational documents of such Subsidiary or such other Person or any related joint venture, shareholders' or similar agreement, in each case, so long as such encumbrance or restriction is in existence on the Petition Date;

(h) Liens solely on any cash earnest money deposits, escrow arrangements or similar arrangements made by Parent or any Subsidiary in connection with the purchase or other acquisition of equipment or inventory in the ordinary course of business;

(i) Liens securing (i) Indebtedness permitted by Section 6.01(a)(x), (ii) obligations relating thereto not constituting Indebtedness and (iii) Swap Obligations secured on a pari passu basis with the Indebtedness referred to in clause (i); provided that any such Liens are subject to the Orders;

(j) any Lien on assets of any Foreign Subsidiary (other than a Canadian Loan Party) securing Indebtedness of such Foreign Subsidiary (other than a Canadian Loan Party) permitted by Section 6.01(a) and obligations relating thereto not constituting Indebtedness;

(k) other Liens securing Indebtedness or other obligations in an aggregate principal amount not to exceed \$10,000,000 at any time outstanding (it being understood that in the event any such Liens extend to Accounts, Credit Card Accounts Receivable, Rental Product or Inventory, such Accounts, Credit Card Accounts Receivable, Rental Product or Inventory shall, to the extent otherwise included therein, cease to be Eligible

Accounts, Eligible Credit Card Accounts Receivable, Eligible Rental Inventory or Eligible Inventory, as applicable);

(l) Liens in favor of the Prepetition Lenders or other Prepetition secured parties as adequate protection granted pursuant to the Orders;

(m) licenses of intellectual property or data granted in the ordinary course of business or which do not materially interfere with the business of the Parent and any Subsidiary (taken as a whole); and

(n) the Canadian Court Ordered Charges and any other charge granted by the Canadian Court with the consent of the Canadian Administrative Agent, acting reasonably;

Notwithstanding the foregoing, (i) none of the Liens permitted pursuant to this Section 6.02 may at any time attach to any Collateral included in the Borrowing Base, other than those permitted under clauses (a) and (b) of the definition of Permitted Encumbrances and clause (a), (c), (h), (i), (l) and (n) above, and (ii) Liens permitted under this Section 6.02, other than the Liens securing the credit facility under the Term Credit Agreement on Term Priority Collateral (solely to the extent set forth in the Orders) shall at all times be junior and subordinate to the Liens under the Loan Documents and the applicable Order securing the Secured Obligations. The prohibition provided for in this Section 6.02 specifically includes any material step by any Debtor, the Committee or any other party in interest in the Cases, as applicable, to prime any claims, Liens or interests of (x) the Administrative Agent and the Lenders or (y) for so long as the Prepetition Lender Obligations have not been indefeasibly paid in full in cash, the Prepetition Agent and the Prepetition Lenders, any Lien, in each case, other than as set forth in the applicable Order and irrespective of whether such claims, Liens or interests may be “adequately protected.”

SECTION 6.03 Fundamental Changes; Business Activities.

(a) Parent will not, and will not permit any Subsidiary to, merge into, amalgamate with or consolidate with any other Person, or permit any other Person to merge into, amalgamate with or consolidate with it, or liquidate or dissolve, except that, if at the time thereof and immediately after giving effect thereto no Default shall have occurred and be continuing (i) any Subsidiary (other than the Company) may merge into or amalgamate with Parent in a transaction in which Parent is the surviving corporation, (ii) any Person (other than the Company) may merge into, amalgamate with or consolidate with any Subsidiary in a transaction in which the surviving entity is a Subsidiary and (A) if any party to such merger, amalgamation or consolidation is a Borrower, a Borrower, and (B) if any party to such merger, amalgamation or consolidation is a Loan Party, a Loan Party, (iii) [reserved] and (iv) any Subsidiary (other than a Borrower) may liquidate or dissolve if Parent determines in good faith that such liquidation or dissolution is in the best interests of Parent and is not materially disadvantageous to the Lenders; provided that any such merger, amalgamation or consolidation involving a Person that is not a wholly owned Subsidiary immediately prior to such merger, amalgamation or consolidation shall not be permitted unless it is also permitted by Section 6.04.

(b) Parent will not, and will not permit any of its Subsidiaries to, engage to any material extent in any business other than businesses of the type conducted by the Parent and the Subsidiaries on the Effective Date and businesses reasonably related or complementary thereto.

SECTION 6.04 Investments, Loans, Advances, Guarantees and Acquisitions. Parent will not, and will not permit any Subsidiary to, purchase, hold, acquire (including pursuant to any merger,

amalgamation or consolidation), make or otherwise permit to exist any Investment in any other Person, or purchase or otherwise acquire (in one transaction or a series of transactions) all or substantially all the assets of any other Person or of a business unit, division, product line or line of business of any other Person, except:

- (a) Investments in cash and Cash Equivalents;
- (b) Investments existing on the Effective Date and set forth in Section 6.04 of the Disclosure Letter (but not any additions thereto (including any capital contributions) made after the Effective Date);
- (c) Investments by Parent and the Subsidiaries in Equity Interests in their respective Subsidiaries; provided that (i) such Subsidiaries are Subsidiaries prior to such Investments, (ii) the aggregate amount of such Investments by the Loan Parties in, and loans and advances by the Loan Parties to, and Guarantees by the Loan Parties of Indebtedness and other obligations of, Subsidiaries that are not Loan Parties (excluding all such Investments, loans, advances and Guarantees existing on the Effective Date and permitted by clause (b) above) permitted pursuant to this clause (c) and pursuant to clauses (d) and (e) below shall not exceed \$10,000,000 at any time outstanding, and (iii) such Investments are permitted by the Approved Budget (subject to Permitted Variances);
- (d) loans or advances made by Parent to any Subsidiary or made by any Subsidiary to Parent or any other Subsidiary; provided that (i) the Indebtedness resulting therefrom is permitted by Section 6.01(a)(iii) and (ii) the amount of such loans and advances made by the Loan Parties to Subsidiaries that are not Loan Parties shall be subject to the limitation set forth in clause (c) above and shall be permitted by the Approved Budget (subject to Permitted Variances);
- (e) Guarantees by Parent or any Subsidiary of Indebtedness or other obligations of Parent or any Subsidiary (including any such Guarantees (i) arising as a result of any such Person being a joint and several co-applicant with respect to any letter of credit or letter of guaranty or (ii) of any leases of retail store locations and related obligations arising thereunder); provided that the aggregate amount of Indebtedness and other obligations of Subsidiaries that are not Loan Parties that is Guaranteed by any Loan Party shall be subject to the limitation set forth in clause (c) above and shall be permitted by the Approved Budget (subject to Permitted Variances);
- (f) Investments contemplated by the Approved Budget (subject to Permitted Variances);
- (g) Investments received in connection with the bankruptcy or reorganization of, or settlement of delinquent accounts and disputes with, customers and suppliers, in each case in the ordinary course of business;
- (h) [reserved];
- (i) deposits, prepayments and other credits to suppliers, lessors and landlords made in the ordinary course of business;
- (j) advances by Parent or any Subsidiary to employees in the ordinary course of business consistent with past practices for travel and entertainment expenses, relocation costs and similar purposes to the extent permitted by the Approved Budget (subject to Permitted Variances);

(k) [reserved];

(l) Investments in the form of Swap Agreements permitted under Section 6.07;

(m) investments constituting deposits described in clauses (c) and (d) of the definition of “Permitted Encumbrances” and endorsements of instruments for collection or deposit in the ordinary course of business; and

(n) other Investments in an aggregate amount not to exceed \$1,000,000 at any time outstanding to the extent permitted by the Approved Budget (subject to Permitted Variances).

For the purposes of this Section 6.04, any payment by Parent or any Subsidiary for goods and services delivered to any Subsidiary not required to be reimbursed shall be deemed an Investment in such Subsidiary.

SECTION 6.05 Asset Sales. The Loan Parties will not, and will not permit any Subsidiary to, sell, transfer, lease or otherwise dispose of any asset, including any Equity Interest owned by it, nor will Parent permit any Subsidiary to issue any additional Equity Interests in such Subsidiary (other than to Parent or any other Subsidiary in compliance with Section 6.04, and other than directors’ qualifying shares and other nominal amounts of Equity Interests that are required to be held by other Persons under applicable law) (each of the foregoing, an “Asset Sale”), except:

(a) (i) sales of inventory, (ii) sales, transfers and other dispositions of used, surplus, obsolete or outmoded machinery or equipment and (iii) dispositions of cash and Cash Equivalents in accordance with the Approved Budget, in each case (other than in the case of clause (iii)) in the ordinary course of business;

(b) sales, transfers, leases and other dispositions to Parent or any Subsidiary in the ordinary course of business; provided that any such sales, transfers, leases or other dispositions involving (x) a Loan Party and a Subsidiary that is not a Loan Party or (y) a U.S. Borrower and a Canadian Loan Party shall be made in compliance with Sections 6.04 and 6.09;

(c) the sale or discount of accounts receivable arising in the ordinary course of business, but only in connection with the compromise or collection thereof and not in connection with any financing transaction;

(d) dispositions of assets subject to any casualty or condemnation proceeding (including in lieu thereof);

(e) leases or subleases of real property granted by Parent or any Subsidiary to third Persons not interfering in any material respect with the business of Parent or any Subsidiary, including, without limitation, retail store lease assignments and surrenders;

(f) the sale, transfer or other disposition of patents, trademarks, copyrights and other intellectual property (i) in the ordinary course of business, including pursuant to non-exclusive licenses of intellectual property; provided that no such sale, transfer or other disposition could reasonably be expected to adversely affect in any material respect the fair value of any Eligible Inventory or the ability of the Administrative Agent to dispose of or otherwise realize upon any Eligible Inventory, or (ii) which, in the reasonable judgment of Parent or any Subsidiary, are determined to be uneconomical, negligible or obsolete in the conduct of business;

(g) [reserved];

(h) sales, transfers and other dispositions of assets provided for in the Approved Budget that are not permitted by any other clause of this Section in an aggregate amount equal to a fair market value, as determined by a Financial Officer of the Parent Borrower reasonably and acting in good faith, of not more than \$5,000,000;

(i) Restricted Payments permitted by Section 6.08(a);

(j) other sales, transfers or dispositions pursuant to an order of the Court which sale, transfer or disposition are consistent with the Restructuring Support Agreement and the Approved Budget;

(k) the abandonment or let lapse of patents, trademarks, copyrights or other intellectual property, (i) in the ordinary course of business or (ii) which, in the reasonable business judgment of the Parent or any Subsidiary, are determined to be uneconomical, not material, negligible or obsolete;

(l) licenses of intellectual property or data granted in the ordinary course of business or which do not materially interfere with the business of the Parent and any Subsidiary (taken as a whole); and

(m) Specified Dispositions;

provided that all sales, transfers, leases and other dispositions permitted hereby (other than those permitted by clause (a)(ii), (a)(iii), (b), (d), (e), (f), (i), (j), (k), (l) and (m) above) shall be made for fair value. Notwithstanding the foregoing, other than in connection with a Specified Disposition or dispositions to the Company or any Subsidiary in compliance with Section 6.05, and other than directors' qualifying shares and other nominal amounts of Equity Interests that are required to be held by other Persons under applicable requirements of law, no such sale, transfer or other disposition of any Equity Interests in any Borrower shall be permitted.

SECTION 6.06 Sale/Leaseback Transactions. The Loan Parties will not, and will not permit any Subsidiary to, enter into any Sale/Leaseback Transaction, except to the extent such Sale/Leaseback Transaction is entered into in connection with a Specified Disposition.

SECTION 6.07 Swap Agreements. The Loan Parties will not, and will not permit any Subsidiary to, enter into any Swap Agreement, other than Swap Agreements entered into in the ordinary course of business to hedge or mitigate risks to which a Loan Party or a Subsidiary is exposed in the conduct of its business or the management of its liabilities and not for speculative purposes.

SECTION 6.08 Restricted Payments; Certain Payments of Indebtedness.

(a) The Loan Parties will not, and will not permit any Subsidiary to, declare or make, or agree to pay or make, directly or indirectly, any Restricted Payment, or incur any obligation (contingent or otherwise) to do so, except that (i) Parent may declare and pay dividends with respect to its Equity Interests payable solely in additional Equity Interests (other than Disqualified Stock), (ii) any Subsidiary may declare and pay dividends or make other distributions with respect to its capital stock, partnership or membership interests or other similar Equity Interests, or make other Restricted Payments in respect of its Equity Interests, in each case ratably to the holders of such Equity Interests (or, if not ratably, on a basis more favorable to Parent and the Subsidiaries), (iii) the Parent and its Subsidiaries may make Restricted Payments to the extent provided for in the Approved Budget (including Permitted Variances thereto), (iv) [reserved], (v) the Parent may make cash payments in lieu of the issuance of fractional shares representing insignificant

interests in the Parent in connection with the exercise of warrants, options or other securities convertible into or exchangeable for shares of common stock in the Parent, (vi) the Loan Parties may make Restricted Payments to Borrower Representative on or around and upon the execution and effectiveness of the RSA to pay fees and expenses in accordance therewith to the extent permitted in the applicable Orders, (vii) to the extent constituting a Restricted Payment, the Parent and its Subsidiaries may consummate transactions permitted by Section 6.05; and (viii) the Loan Parties may make Restricted Payments to permit payment of franchise and similar taxes, administrative and maintenance expenses, and foreign independent director (or foreign independent member or manager) fees and expenses and related expenses, in each case, of certain non-Debtor affiliate entities to the extent provided in the “first day” orders on a final basis entered by the Court in respect of ongoing cash management in the ordinary course of business consistent with past practice and to the extent provided for in the Approved Budget (including Permitted Variances thereto).

(b) Parent will not, and will not permit any Subsidiary to, make or agree to pay or make, directly or indirectly, any payment or other distribution (whether in cash, securities or other property) of or in respect any Specified Indebtedness (including any sinking fund or similar deposit, on account of the purchase, redemption, retirement, acquisition, cancellation or termination of any Specified Indebtedness), or any payment or other distribution (whether in cash, securities or other property), except:

(i) payments or other distributions in respect of any Specified Indebtedness to the extent provided for in the Approved Budget (including Permitted Variances thereto) and/or permitted by the applicable Orders;

(ii) [reserved];

(iii) to the extent not subject to any mandatory prepayment of the Loans or reinvestment required pursuant to the mandatory prepayment provisions and/or reinvestment provisions of Section 2.11(c), payment of secured Specified Indebtedness that becomes due as a result of (A) any voluntary sale or transfer of any assets (other than assets included in any Borrowing Base) securing such Indebtedness or (B) any casualty or condemnation proceeding (including a disposition in lieu thereof) of any assets (other than assets included in any Borrowing Base) securing such Indebtedness;

(iv) payments of or in respect of Specified Indebtedness solely by issuance of the common stock of Parent;

(v) payments of or in respect of Specified Indebtedness incurred by any Subsidiary that is not a Debtor;

(vi) [reserved];

(vii) [reserved]; and

(viii) other payments or distributions to the extent provided for in the Approved Budget (including Permitted Variances thereto) and/or permitted by the applicable Orders.

SECTION 6.09 Transactions with Affiliates. The Loan Parties will not, and will not permit any Subsidiary to, sell, lease, license or otherwise transfer any assets to, or purchase, lease, license or otherwise acquire any assets from, or otherwise engage in any other transactions with, any of its Affiliates, except (a) transactions in the ordinary course of business at prices and on terms and conditions not less favorable to Parent or such Subsidiary than those that would prevail in an arm’s-length transaction with unrelated third parties, (b) transactions between or among Parent and the Subsidiaries not involving any

other Affiliate, (c) any Restricted Payment permitted by Section 6.08, (d) the payment of reasonable fees and compensation to, and the providing of reasonable indemnities on behalf of, directors and officers of Parent or any Subsidiary, as determined by the board of directors of Parent in good faith, (e) employment contracts or subscription, put/call arrangements with employees, officers or directors, (f) transactions necessary to make adequate protection payments on account of secured Prepetition Indebtedness pursuant to the Final Order and (g) the transactions described in Section 6.09 of the Disclosure Letter.

SECTION 6.10 Restrictive Agreements. The Loan Parties will not, and will not permit any Subsidiary to, directly or indirectly, enter into, incur or permit to exist any agreement or other arrangement that restricts or imposes any condition upon (a) the ability of Parent or any Subsidiary to create, incur or permit to exist any Lien upon any of its assets to secure any Secured Obligations or (b) the ability of any Subsidiary to pay dividends or other distributions with respect to its Equity Interests or to make or repay loans or advances to Parent or any Subsidiary or to Guarantee Indebtedness of Parent or any Subsidiary; provided that (i) the foregoing shall not apply to (A) restrictions and conditions imposed by law or by any Loan Document, (B) restrictions and conditions existing on the Effective Date identified in Section 6.10 of the Disclosure Letter or set forth in any Orders (but shall apply to any amendment or modification), (C) customary restrictions and conditions contained in agreements relating to the sale of a Subsidiary pending such sale, provided that such restrictions and conditions apply only to the Subsidiary that is to be sold and such sale is permitted hereunder, (D) in the case of any Subsidiary that is not a wholly-owned Subsidiary, restrictions and conditions imposed by its organizational documents or any related joint venture or similar agreement, provided that such restrictions and conditions apply only to such Subsidiary and to any Equity Interests in such Subsidiary, (E) restrictions and conditions set forth in the definitive documentation governing the Term Credit Agreement and the Senior Notes, provided that, in the case of clause (a) above, such restrictions and conditions are no more onerous than those set forth in the Term Credit Agreement as in effect on the Effective Date and the Senior Notes Indenture as in effect on the Effective Date, (F) restrictions and conditions imposed by agreements relating to Indebtedness of Subsidiaries that are not Loan Parties permitted under Section 6.01(a) and (G) cash to secure letters of credit and other segregated deposits that are permitted pursuant to Section 6.02(h), provided that such restrictions and conditions apply only to such Subsidiaries that are not Loan Parties, (ii) clause (a) of the foregoing shall not apply to (A) restrictions or conditions imposed by any agreement relating to secured Indebtedness permitted by Section 6.01(a)(v) if such restrictions or conditions apply only to the assets securing such Indebtedness and (B) customary provisions in leases and other agreements restricting the assignment thereof and (iii) clause (b) of the foregoing shall not apply to restrictions and conditions imposed by agreements relating to Indebtedness of any Subsidiary in existence at the time such Subsidiary became a Subsidiary and otherwise permitted under Section 6.01(a) (but shall apply to any amendment or modification expanding the scope of, any such restriction or condition), provided that such restrictions and conditions apply only to such Subsidiary. Nothing in this paragraph shall be deemed to modify the obligations of the Loan Parties under Sections 5.04 or 5.15 or under the Collateral Documents.

SECTION 6.11 Amendment of Organizational Documents and Documents Governing Specified Indebtedness. The Loan Parties will not, and will not permit any Subsidiary to, amend, modify or waive any of its rights under its certificate of incorporation, by-laws or other organizational documents, in either case, to the extent such amendment, modification or waiver would be adverse to the rights or interests of the Lenders hereunder or under any other Loan Document. The Loan Parties will not, and will not permit any Subsidiary to, amend, modify or change in any manner adverse to the interest of the Lender any term or condition of any documentation governing Specified Indebtedness except as contemplated by the RSA; provided that immaterial amendment of an administrative, ministerial or technical nature may be made so long as contemporaneous written notice thereof is provided to the Administrative Agent. The Loan Parties will not, and will permit any Subsidiary to, amend, modify or waive any of its rights under its certificate of incorporation, by-laws or other organizational documents, in either case, to the extent such

amendment, modification or waiver would be adverse to the rights or interests of the Lenders hereunder or under any other Loan Document.

SECTION 6.12 Financial Covenants.

(a) Minimum Availability. The Loan Parties will not permit Availability at any time to be less than the greater of (i) 10% of the Line Cap and (ii) \$40,000,000.

(b) Variances. Commencing at the end of the fourth full fiscal week following the Petition Date and for each fiscal week thereafter, the Loan Parties shall not permit (i) Actual Cash Receipts for any Cumulative Four-Week Period to be less than 90% of Budgeted Cash Receipts for any such Cumulative Four-Week Period and (ii) the Actual Disbursement Amount for any Cumulative Four-Week Period to be greater than 110% of the Budgeted Disbursement Amount for any such Cumulative Four Week Period.

SECTION 6.13 Changes in Fiscal Periods. Parent will not change its fiscal year or its method of determining fiscal quarters without the written consent of the Administrative Agent.

SECTION 6.14 Canadian Pension Plans. The Loan Parties shall not (a) contribute to or assume an obligation to contribute to any Canadian Defined Benefit Plan, without the prior written consent of the Administrative Agent, (b) acquire an interest in any Person if such Person sponsors, maintains or contributes to, or at any time in the five-year period preceding such acquisition has sponsored, maintained, or contributed to a Canadian Defined Benefit Plan, without the prior written consent of the Administrative Agent; or (c) wind-up any Canadian Defined Benefit Plan, in whole or in part, unless it has obtained written advice from the actuary for such plan that the plan (or part thereof in the case of a partial windup) is fully funded or has no unfunded liability at the effective date of the windup, without the prior written consent of the Administrative Agent.

SECTION 6.15 Sanctions. The Parent and its Subsidiaries will not, directly or, to its knowledge, indirectly, use the proceeds of any Borrowing or any Letter of Credit, or lend, contribute or otherwise make available such proceeds to any Subsidiary, joint venture partner or other individual or entity, to fund any activities of or business with any individual or entity, or in any Sanctioned Country, that, at the time of such funding, is the subject of Sanctions, or in any other manner that will result in a violation by an individual or entity (including any individual or entity participating in the transaction, whether as Lender, Arranger, Administrative Agent, or otherwise) of Sanctions.

SECTION 6.16 Anti-Corruption Laws. The Parent and its Subsidiaries will not, directly or indirectly, use the proceeds of any Borrowing or any Letter of Credit for any purpose which would breach any Anti-Corruption Laws.

SECTION 6.17 Reclamation Claims. No Loan Party shall enter into any agreement to return any of its Inventory to any of its creditors for application against any Prepetition Indebtedness, Prepetition trade payables or other Prepetition claims under Section 546(c) of the Bankruptcy Code or allow any creditor to take any setoff or recoupment against any of its Prepetition Indebtedness, Prepetition trade payables or other Prepetition claims based upon any such return pursuant to Section 553(b)(1) of the Bankruptcy Code or otherwise if, after giving effect to any such agreement, setoff or recoupment, the aggregate amount applied to Prepetition Indebtedness, Prepetition trade payables and other Prepetition claims subject to all such agreements, setoffs and recoupments since the Petition Date would exceed \$1,500,000.

SECTION 6.18 Insolvency Proceeding Claims. No Loan Party shall incur, create, assume, suffer to exist or permit any other superpriority administrative claim which is *pari passu* with or senior to the claim of the Administrative Agent or the Lenders against the Debtors, except as set forth in the Interim Order or Final Order or with the written consent of the Administrative Agent.

SECTION 6.19 [Reserved.]

SECTION 6.20 Subrogation. No Loan Party shall assert any right of subrogation or contribution with respect to the Secured Obligations against any other Loan Party.

ARTICLE VII

Events of Default

If any of the following events ("Events of Default") shall occur:

(a) any Borrower shall fail to pay any principal of any Loan or any reimbursement obligation in respect of any LC Disbursement when and as the same shall become due and payable, whether at the due date thereof or at a date fixed for prepayment thereof or otherwise;

(b) any Borrower shall fail to pay any interest on any Loan or any fee or any other amount (other than an amount referred to in clause (a) of this Article) payable under this Agreement, when and as the same shall become due and payable, and such failure shall continue unremedied for a period of three (3) Business Days;

(c) any representation, warranty or certification made or deemed made by or on behalf of Parent or any Subsidiary in or in connection with this Agreement or any other Loan Document or any amendment or modification thereof or waiver thereunder, or in any report, certificate, financial statement or other document furnished pursuant to or in connection with this Agreement or any other Loan Document or any amendment or modification thereof or waiver thereunder, shall prove to have been materially incorrect when made or deemed made (or, in the case of any representation, warranty or certification qualified by materiality, incorrect);

(d) any Loan Party shall fail to observe or perform any covenant, condition or agreement contained in Sections 5.01, 5.02(a), 5.05 (with respect to the existence of any Borrower), 5.11, 5.19, 5.20 or 5.21 or in Article VI;

(e) (i) any Loan Party shall fail to comply with Sections 5.08 or 5.14 or Section 4.04(b) of either Security Agreement and any such failure shall continue unremedied for a period of four (4) Business Days or more or (ii) any Loan Party shall fail to observe or perform any other covenant, condition or agreement contained in this Agreement or any other Loan Document (other than those specified in clause (a), (b) or (d) of this Article or in the preceding provisions of this clause (e)), and such failure shall continue unremedied for a period of twenty (20) days after the earlier of (i) any Loan Party's knowledge of such breach or (ii) notice thereof from the Administrative Agent;

(f) except as a result of commencement of the Cases or entry into this Agreement, unless the payment, acceleration and/or the exercise of remedies with respect to any such Indebtedness is stayed by the Court or unless any of the following results from obligations with respect to which the Court prohibits or does not permit any Loan Party from applicable compliance, Parent or any Subsidiary shall fail to make any payment (whether of principal, interest, termination payment or other payment obligation and regardless of amount) in respect of any Material

Indebtedness (other than the Obligations) when and as the same shall become due and payable (after giving effect to any applicable grace period);

(g) except as a result of commencement of the Cases or entry into this Agreement, unless the payment, acceleration and/or the exercise of remedies with respect to any such Indebtedness is stayed by the Court or unless any of the following results from obligations with respect to which the Court prohibits or does not permit any Loan Party from applicable compliance, (i) any event or condition shall occur that results in any Material Indebtedness becoming due, or being terminated or required to be prepaid, repurchased, redeemed or defeased, prior to its scheduled maturity, or that enables or permits (with or without the giving of notice, the lapse of time or both) the holder or holders of any Material Indebtedness or any trustee or agent on its or their behalf, or, in the case of any Swap Agreement, the applicable counterparty, to cause any Material Indebtedness to become due, or to terminate or to require the prepayment, repurchase, redemption or defeasance thereof, prior to its scheduled maturity; provided that this clause (g) shall not apply to any secured Indebtedness that becomes due as a result of the voluntary sale or transfer of the assets securing such Indebtedness;

(h) [reserved];

(i) [reserved];

(j) [reserved];

(k) [reserved];

(l) except for any order of the Court fixing the amount of any Claim in the Cases, one or more judgments for the payment of money in an aggregate amount in excess of \$20,000,000 (to the extent not covered by independent third-party insurance as to which the insurer has been notified of such judgment and has not denied coverage) shall be rendered against Parent or any Subsidiary, or any combination thereof, and the same shall remain undischarged for a period of thirty (30) consecutive days during which execution shall not be effectively stayed, or any action shall be legally taken by a judgment creditor to attach or levy upon any assets of Parent or any Subsidiary to enforce any such judgment;

(m) one or more ERISA Events shall have occurred that would, individually or in the aggregate, reasonably be expected to result in a Material Adverse Effect;

(n) a Change in Control shall occur;

(o) any Loan Guarantee or the Loan Guarantee (as defined in the Prepetition Credit Agreement) shall fail to remain in full force or effect or any action shall be taken to discontinue or to assert the invalidity or unenforceability of any Loan Guarantee or the Loan Guarantee (as defined in the Prepetition Credit Agreement), or any Loan Guarantor shall fail to comply in any material respect with any of the terms or provisions of the Loan Guarantee or the Loan Guarantee (as defined in the Prepetition Credit Agreement) to which it is a party, or any Loan Guarantor shall deny that it has any further liability under the Loan Guarantee or the Loan Guarantee (as defined in the Prepetition Credit Agreement) to which it is a party, or shall give notice to such effect (except as a result of the release thereof as provided herein);

(p) any Lien purported to be created under any Collateral Document or any Collateral Document (as defined in the Prepetition Credit Agreement) and the Orders shall cease to be, or

shall be asserted by any Loan Party not to be, a valid and perfected Lien on any material Collateral, with the priority required by the applicable Collateral Document or applicable Collateral Document (as defined in the Prepetition Credit Agreement), except (i) as a result of the sale or other disposition of the applicable Collateral in a transaction permitted under the Loan Documents, (ii) the release thereof as provided in the applicable Collateral Document or applicable Collateral Document (as defined in the Prepetition Credit Agreement) or Section 9.02(c) or (iii) as a result of the failure of the Administrative Agent to (A) maintain possession of any stock certificates, promissory notes or other instruments delivered to it under the Security Agreements or (B) continue in accordance with applicable law the effectiveness of any UCC or PPSA financing statement; or

(q) the Intercreditor Agreement, as supplemented and modified by the Intercreditor Acknowledgment, is not or ceases to be binding on or enforceable against any party thereto (or against any Person on whose behalf any such party makes any covenant or agreements therein), or shall otherwise not be effective to create the rights and obligations purported to be created thereunder, in each case in any respect material to the Administrative Agent or the other Lender Parties, or any Loan Party, the Term Agent, any Term Loan Lender or any Affiliate of any of the foregoing shall have commenced a suit or an action, including any motion or adversary proceeding in the Cases, contesting in any manner the validity or enforceability thereof or deny that it has any further liability or obligation thereunder, or the Obligations, for any reason shall not have the priority contemplated by this Agreement, the Prepetition Credit Agreement or the Intercreditor Agreement, as supplemented and modified by the Intercreditor Acknowledgment;

(r) any Loan Party or any of its Subsidiaries is enjoined, restrained or in any way prevented by the order of any court or any Governmental Authority from conducting, or otherwise ceases to conduct for any reason whatsoever, all or any material part of its business for more than thirty (30) consecutive days (other than in connection with Specified Dispositions);

(s) the Loan Parties attempt to consummate a sale of substantially all of its assets via a Plan of Reorganization (other than an Acceptable Plan) or a 363 sale without the prior written consent of the Required Lenders;

(t) the RSA is terminated for any reason, or is modified, amended or waived in any manner materially adverse to the Lender Parties without the prior written consent of the Administrative Agent and the Required Lenders;

(u) any Loan Party or any Subsidiary, or any Person claiming by or through any Loan Party or any Subsidiary, shall file a motion in the Cases or take any action or file any Plan of Reorganization or disclosure statement attendant thereto without the express written consent of the Required Lenders (or the Administrative Agent at the direction of the Required Lenders), (i) to obtain additional financing under Section 364(d) of the Bankruptcy Code not otherwise permitted under this Agreement or (ii) except as provided in the Interim Order, the Canadian Recognition Order or Final Order, as the case may be, to use cash collateral of the Administrative Agent, the Lenders and the other Lender Parties or the Prepetition Agent, the Prepetition Lenders or the Lender Parties (as defined under the Prepetition Credit Agreement) under Section 363(c) of the Bankruptcy Code, that, in each case, is ABL Priority Collateral and does not either have the prior written consent of the Required Lenders (or the Administrative Agent at the direction of the Required Lenders) or provide for the payment of the Obligations and the Prepetition Lender Obligations in full in cash and in cash upon the incurrence of such additional financing;

(v) an order with respect to any of the Cases shall be entered by the Court or the Canadian Court (i) appointing a trustee under Section 1104, (ii) appointing an examiner with

enlarged powers relating to the operation of the business (powers beyond those set forth in section 1106(a)(3) and (4) of the Bankruptcy Code) under Section 1106(b) of the Bankruptcy Code, (iii) converting the Cases to cases under Chapter 7 of the Bankruptcy Code (but excluding for the avoidance of doubt, in each case, the Monitor) or (iv) lifting the stay of proceedings in the Canadian Case to permit the appointment of a receiver, interim receiver or similar official, an assignment in bankruptcy, or the making of a bankruptcy order or receiving order against or in respect of the Canadian Borrower (but excluding for the avoidance of doubt, in each case, the appointment of the Information Officer);

(w) an order shall be entered by the Court or the Canadian Court dismissing any of the Cases which does not contain a provision for termination of all Revolving Commitments, and payment in full in cash of all Obligations and Prepetition Lender Obligations upon entry thereof;

(x) an order with respect to any of the Cases shall be entered by the Court or the Canadian Court without the express prior written consent of the Required Lenders (and with respect to any provisions that affect the rights or duties of the Administrative Agent) (i) to revoke, reverse, stay, modify, supplement or amend the Orders or the Canadian Recognition Order in a manner materially adverse to the Lenders and/or the Administrative Agent or (ii) to permit, unless otherwise contemplated by the Orders or the Canadian or (iv) lifting the stay of proceedings in the Canadian Case to permit the appointment of a receiver, interim receiver or similar official, an assignment in bankruptcy, or the making of a bankruptcy order or receiving order against or in respect of the Canadian Borrower or the Canadian Guarantors (but excluding for the avoidance of doubt, in each case, the appointment of the Information Officer) Order, any administrative expense or any Claim (now existing or hereafter arising, of any kind or nature whatsoever) to have administrative priority equal or superior to the administrative priority of the Loan Parties' Claims in respect of the Obligations (other than the Carve-Out or the Canadian Administration Charge);

(y) (i) an application for any of the orders described in clause (v) above shall be made by a Loan Party or any such application shall be made by a Person other than the Loan Parties and such application is not contested by the Loan Parties in good faith or the relief requested is not withdrawn, dismissed or denied within forty-five (45) days after the filing or (ii) any Person obtains an order under Section 506(c) of the Bankruptcy Code against the Administrative Agent, any Lender or any of the Collateral or against the Prepetition Agent, any Prepetition Lender or any Collateral (as defined in the Prepetition Credit Agreement);

(z) (i) the entry of an order by the Court terminating or modifying the exclusive right of any Loan Party to file a Plan of Reorganization pursuant to Section 1121 of the Bankruptcy Code, without the prior written consent of the Required Lenders or (ii) any Loan Parties' exclusive right to file a Plan of Reorganization expires;

(aa) any Loan Party shall fail to comply with the Interim Order, the Canadian Recognition Order or Final Order, as the case may be;

(bb) any order by the Court or the Canadian Court is entered granting any superpriority claim that is *pari passu* with or senior to those of the Lender Parties or any Lien that is senior to or *pari passu* with the Liens securing the Obligations, other than the Canadian Administration Charge or otherwise in accordance with the applicable Order or the Canadian Recognition Order;

(cc) the Court enters an order that is adverse in any material respect, when taken as a whole, to the interests of the Administrative Agent and the Lenders or the Prepetition Agent and the Prepetition

Lenders or their respective rights and remedies in their capacities as such under this Agreement or the Prepetition Credit Agreement or in any of the Cases;

(dd) the Loan Parties or any of their Subsidiaries, or any Person claiming by or through the Loan Parties or any of their Subsidiaries, obtain court authorization to commence, or commence, join in, assist or otherwise participate as an adverse party in any suit or other proceeding against any of the Administrative Agent or the Lenders in each case relating to this Agreement, in each case other than as permitted by the Orders or the Canadian Recognition Order;

(ee) the Court or the Canadian Court enters an order in the Cases avoiding or permitting recovery of any portion of the payments made on account of the Obligations owing under this Agreement or the other Loan Documents or the Prepetition Lender Obligations owing under the Prepetition Loan Documents;

(ff) the filing by any of the Loan Parties of a Plan of Reorganization other than an Acceptable Plan or any order in any of the Cases is entered by the Court or the Canadian Court confirming or sanctioning a Plan of Reorganization other than an Acceptable Plan;

(gg) any Loan Party shall challenge, support (in any such case by way of any motion or other pleading filed with the Court) any other Person's motion to, disallow in whole or in part, any payments made to the Administrative Agent or any other Lender Party with respect to the Obligations or the Prepetition Agent or the Prepetition Lenders with respect to the Prepetition Lender Obligations, or without the consent of the Administrative Agent, the filing of any motion by the Loan Parties seeking approval of (or the entry of an order by any Court approving) adequate protection to any Prepetition agent that is not permitted by Section 6.02; or

(hh) any Loan Party shall file a motion seeking, or the Court shall enter an order granting, relief from or modifying the Automatic Stay (other than in connection with the Specified Disposition or in accordance with Approved Budget) to permit actions that would have a Material Adverse Effect on the Debtors or their estates (taken as a whole);

then, notwithstanding anything in Section 362 of the Bankruptcy Code, but subject to the Remedies Notice Period and the Orders and the Canadian Recognition Order, and in every such event, and at any time thereafter during the continuance of such event, the Administrative Agent may, and at the request of the Required Lenders shall, by notice to the Borrower Representative, take either or both of the following actions, at the same or different times: (i) terminate the Revolving Commitments, and thereupon the Revolving Commitments shall terminate immediately, (ii) terminate the "Exit Revolving Commitments" under and as defined in the Exit Facility Term Sheet and (iii) declare the Loans then outstanding to be due and payable in whole (or in part, in which case any principal not so declared to be due and payable may thereafter be declared to be due and payable), and thereupon the principal of the Loans so declared to be due and payable, together with accrued interest thereon and all fees and other obligations of the Borrowers accrued hereunder, shall become due and payable immediately, in each case without presentment, demand, protest or other notice of any kind, all of which are hereby waived by the Borrowers, and, subject to the Remedies Notice Period, the Automatic Stay shall be deemed automatically vacated without further action or order of the Court and the Administrative Agent shall be entitled to (A) exercise on behalf of itself and the Lender Parties all rights and remedies available to it and the Lender Parties under the Loan Documents or applicable law (including, without limitation, the right to direct any or all of the Loan Parties to sell or otherwise dispose of any or all of the Collateral (subject to the Intercreditor Agreement)) or (B) take any and all actions described in the Orders and the Canadian Recognition Order, including, without limitation, those actions specified in the Orders and the Canadian Recognition Order after the occurrence of any Event of Default.

At any hearing during the Remedies Notice Period to contest the enforcement of remedies, the only issue that may be raised by any party in opposition thereto shall be whether, in fact, an Event of Default has occurred, and the Loan Parties hereby waive their right to and shall not be entitled to seek relief, including, without limitation, under Section 105 of the Bankruptcy Code, to the extent that such relief would in any way impair or restrict the rights and remedies of the Administrative Agent or the Lender Parties, as set forth in this Agreement, the Orders, the Canadian Recognition Order or other Loan Documents. It is agreed and understood that the Administrative Agent may not charge default interest pursuant to this Agreement during such time as the occurrence of such Event of Default is being contested during the Remedies Notice Period but once determined that such Event of Default exists, the Administrative Agent may charge default interest pursuant to this Agreement retroactively to cover the period from which the Event of Default exists through the date of determination.

ARTICLE VIII

The Administrative Agents

Each of the Lenders and each of the Issuing Banks hereby irrevocably appoints the Administrative Agent and, as applicable, the Canadian Administrative Agent and their respective successors to serve in such capacities under the Loan Documents (and in the case of the Administrative Agent, to serve as collateral agent), and authorizes each such Agent to take such actions on its behalf, including execution of the other Loan Documents, and to exercise such powers as are delegated to such Agent by the terms of the Loan Documents, together with such actions and powers as are reasonably incidental thereto. Without limiting the generality of the foregoing, each Lender hereby authorizes the Administrative Agent to consent, on behalf of each Lender, to the Interim Order, the Final Order and the Canadian Recognition Order, each to be negotiated between the Loan Parties, the Administrative Agent, certain other parties and the statutory committees appointed pursuant to Sections 327 and 1103 of the Bankruptcy Code, as applicable.

For greater certainty, and without limiting the powers of the Administrative Agent under this Agreement or under any of the other Loan Documents, for the purposes of holding any security granted by any Loan Party pursuant to the laws of the Province of Québec, each Lender and Issuing Bank hereby irrevocably appoints and authorizes the Administrative Agent to act as the hypothecary representative (in such capacity, the "Hypothecary Representative") of the Lender Parties, as contemplated under Article 2692 of the Civil Code of Québec. The Hypothecary Representative shall (i) have exclusive right and authority to exercise, except as may be otherwise specifically restricted by the terms hereof, all rights and remedies given to the Hypothecary Representative pursuant to any hypothec, (ii) benefit from and be subject to all provisions hereof with respect to the Administrative Agent, mutatis mutandis, including without limitation, all such provisions with respect to the liability or responsibility to and indemnification by the Lender Parties, (iii) be entitled to delegate from time to time any of its powers or duties under any hypothec, on such terms and conditions as it may determine from time to time. Any person who becomes a Lender Party shall be deemed to have consented to and confirmed the Hypothecary Representative as the hypothecary representative and to have ratified, as of the date it becomes a Lender Party, all actions taken by the Hypothecary Representative in such capacity. The substitution of the Administrative Agent pursuant to the provisions of Article VIII hereto shall also constitute the substitution of the Hypothecary Representative.

Each bank serving as the Administrative Agent or Canadian Administrative Agent hereunder shall have the same rights and powers in its capacity as a Lender as any other Lender or Issuing Bank and may exercise the same as though it were not the Administrative Agent or Canadian Administrative Agent, and such bank and its Affiliates may accept deposits from, lend money to, own securities of, act as the financial advisor or in any other advisory capacity for and generally engage in any kind of business with any Loan Party or any Subsidiary or other Affiliate thereof as if it were not the Administrative Agent or Canadian

Administrative Agent hereunder and without any duty to account therefor to the Lenders or the Issuing Banks.

Neither of the Administrative Agents shall have any duties or obligations except those expressly set forth in the Loan Documents. Without limiting the generality of the foregoing, (a) neither of the Administrative Agents shall be subject to any fiduciary or other implied duties, regardless of whether a Default has occurred and is continuing (and it is understood and agreed that the use of the term “agent” herein or in any other Loan Documents (or any other similar term) with reference to the Administrative Agents is not intended to connote any fiduciary or other implied (or express) obligations arising under agency doctrine of any applicable law, and that such term is used as a matter of market custom and is intended to create or reflect only an administrative relationship between contracting parties), (b) neither of the Administrative Agents shall have any duty to take any discretionary action or to exercise any discretionary power, except discretionary rights and powers expressly contemplated by the Loan Documents that the Applicable Administrative Agent is required to exercise as directed in writing by the Required Lenders (or such other number or percentage of the Lenders as shall be necessary, or as the Applicable Administrative Agent shall believe in good faith to be necessary, under the circumstances as provided in the Loan Documents); provided that the Applicable Administrative Agent shall not be required to take any action that, in its opinion, could expose such Administrative Agent to liability or be contrary to any Loan Document or applicable law, and (c) except as expressly set forth in the Loan Documents, neither of the Administrative Agents shall have any duty to disclose and shall be liable for the failure to disclose, any information relating to any Loan Party or any Subsidiary or other Affiliate thereof that is communicated to or obtained by such bank serving as Administrative Agent or Canadian Administrative Agent or any of their respective Affiliates in any capacity. Neither of the Administrative Agents shall be liable for any action taken or not taken by it with the consent or at the request of the Required Lenders (or such other number or percentage of the Lenders as shall be necessary, or as the Applicable Administrative Agent shall believe in good faith to be necessary, under the circumstances as provided in the Loan Documents) or in the absence of its own bad faith, gross negligence or willful misconduct (such absence to be presumed unless otherwise determined by a court of competent jurisdiction by a final and nonappealable judgment). Neither of the Administrative Agents shall be deemed to have knowledge of any Default unless and until written notice thereof (stating that it is a “notice of default”) is given to the such Person by the Borrower Representative or a Lender, and such Person shall not be responsible for or have any duty to ascertain or inquire into (i) any statement, warranty or representation made in or in connection with any Loan Document, (ii) the contents of any certificate, report or other document delivered hereunder or in connection with any Loan Document, (iii) the performance or observance of any of the covenants, agreements or other terms or conditions set forth in any Loan Document or the occurrence of any Default, (iv) the sufficiency, validity, enforceability, effectiveness or genuineness of any Loan Document or any other agreement, instrument or document, (v) the creation, perfection or priority of Liens on the Collateral or the existence of the Collateral, or (vi) the satisfaction of any condition set forth in Article IV or elsewhere in any Loan Document, other than to confirm receipt of items expressly required to be delivered to the Applicable Administrative Agent.

Each of the Administrative Agents shall be entitled to rely, and shall not incur any liability for relying, upon any notice, request, certificate, consent, statement, instrument, document or other writing (including any electronic message, Internet or intranet website posting or other distribution) believed by it to be genuine and to have been signed, sent or otherwise authenticated by the proper Person (whether or not such Person in fact meets the requirements set forth in the Loan Documents for being the signatory, sender or authenticator thereof). Each of the Administrative Agents also shall be entitled to rely, and shall not incur any liability for relying, upon any statement made to it orally or by telephone and believed by it to be made by the proper Person (whether or not such Person in fact meets the requirements set forth in the Loan Documents for being the signatory, sender or authenticator thereof), and may act upon any such statement prior to receipt of written confirmation thereof. In determining compliance with any condition hereunder to the making of a Loan, or the issuance, extension, renewal or increase of a Letter of Credit, that

by its terms must be fulfilled to the satisfaction of a Lender or an Issuing Bank, the Applicable Administrative Agent may presume that such condition is satisfactory to such Lender or Issuing Bank unless such Applicable Administrative Agent shall have received notice to the contrary from such Lender or Issuing Bank prior to the making of such Loan or the issuance of such Letter of Credit. Each of the Administrative Agents may consult with legal counsel (who may be counsel for the Borrowers), independent accountants and other experts selected by it, and shall not be liable for any action taken or not taken by it in accordance with the advice of any such counsel, accountants or experts.

Each of the Administrative Agents may perform any and all of its duties and exercise its rights and powers hereunder or under any other Loan Document by or through any one or more sub-agents appointed by such Person. Each of the Administrative Agents and any such sub-agent may perform any and all of its duties and exercise its rights and powers through their respective Related Parties. The exculpatory provisions of this Article shall apply to any such sub-agent and to the Related Parties of each of the Administrative Agents and any such sub-agent, and shall apply to their respective activities in connection with the syndication of the credit facilities provided for herein as well as activities as each of the Administrative Agents. Neither of the Administrative Agents shall be responsible for the bad faith, negligence or misconduct of any sub-agents except to the extent that a court of competent jurisdiction determines in a final and nonappealable judgment that such Agent acted with bad faith, gross negligence or willful misconduct in the selection of such sub-agents.

Subject to the appointment and acceptance of a successor Agent as provided in this paragraph, each of the Administrative Agents may resign at any time by notifying the Lenders, the Issuing Banks and the Borrower Representative. Upon any such resignation, the Required Lenders shall have the right, in consultation with the Borrowers, to appoint a successor that is an Eligible Successor Agent. If no successor shall have been so appointed by the Required Lenders and shall have accepted such appointment within 30 days after the retiring Agent gives notice of its resignation, then the retiring Agent may, in consultation with the Borrower Representative, on behalf of the Lenders and the Issuing Banks, appoint a successor Administrative Agent or Canadian Administrative Agent, as applicable, which is an Eligible Successor Agent. Upon the acceptance of its appointment as an Administrative Agent or Canadian Administrative Agent, as applicable, hereunder by a successor, such successor shall succeed to and become vested with all the rights, powers, privileges and duties of the retiring Administrative Agent or Canadian Administrative Agent, as applicable, and the retiring Administrative Agent or Canadian Administrative Agent, as applicable, shall be discharged from its duties and obligations hereunder. The fees payable by the Borrowers to a successor Administrative Agent or Canadian Administrative Agent, as applicable, shall be the same as those payable to its predecessor unless otherwise agreed between the Borrowers and such successor. After an Administrative Agent or Canadian Administrative Agent, as applicable, resigns hereunder, the provisions of this Article, Section 2.17(d) and Section 9.03 shall continue in effect for the benefit of such retiring Person, its sub-agents and their respective Related Parties in respect of any actions taken or omitted to be taken by any of them while it was acting as Agent.

Each Lender and Issuing Bank acknowledges that it has, independently and without reliance upon either of the Administrative Agents, the Arrangers, any Lender or any Issuing Bank, the Debtors' Investment Banker or any of the Related Parties of any of the foregoing, and based on such documents and information as it has deemed appropriate, made its own credit analysis and decision to enter into this Agreement. Each Lender and Issuing Bank also acknowledges that it will, independently and without reliance upon either of the Administrative Agents, the Arrangers, any Lender or any Issuing Bank, or any of the Related Parties of any of the foregoing, and based on such documents and information as it shall from time to time deem appropriate, continue to make its own decisions in taking or not taking action under or based upon this Agreement, any other Loan Document or any related agreement or any document furnished hereunder or thereunder.

The Loan Parties acknowledge and agree that the Administrative Agent may prepare and distribute to the Lenders Reports containing information obtained by the Administrative Agent through the exercise of its inspection rights under Section 5.09. Each Lender hereby agrees that (a) it has requested a copy of each Report prepared by or on behalf of the Administrative Agent; (b) the Administrative Agent (i) makes no representation or warranty, express or implied, as to the completeness or accuracy of any Report or any of the information contained therein or any inaccuracy or omission contained in or relating to a Report and (ii) shall not be liable for any information contained in any Report; (c) the Reports are not comprehensive audits or examinations and that the Administrative Agent undertakes no obligation to update, correct or supplement the Reports; (d) it will keep all Reports confidential and strictly for its internal use, not share the Report with any Loan Party or any other Person except as otherwise permitted pursuant to this Agreement; and (e) without limiting the generality of any other indemnification provision contained in this Agreement, it will pay and protect, and indemnify, defend, and hold the Administrative Agent and any such other Person preparing a Report harmless from and against, the claims, actions, proceedings, damages, costs, expenses, and other amounts (including reasonable attorney fees) incurred by as the direct or indirect result of any third parties who might obtain all or part of any Report through the indemnifying Lender.

To the extent required by any applicable laws (as determined in good faith by the Administrative Agents), the Administrative Agents may withhold from any payment to any Lender under any Loan Document an amount equivalent to any applicable withholding Tax. Without limiting or expanding the provisions of Section 2.17, each Lender shall indemnify and hold harmless the Administrative Agents against, and shall make payable in respect thereof within 10 days after demand therefor, any and all Taxes and any and all related losses, claims, liabilities and expenses (including fees, charges and disbursements of any counsel for the Administrative Agents) incurred by or asserted against the Administrative Agents by the IRS or any other Governmental Authority as a result of the failure of the Administrative Agents to properly withhold Tax from amounts paid to or for the account of such Lender for any reason (including because the appropriate form was not delivered or not properly executed, or because such Lender failed to notify the Administrative Agents of a change in circumstance that rendered the exemption from, or reduction of withholding Tax ineffective). A certificate as to the amount of such payment or liability delivered to any Lender by the Administrative Agents shall be conclusive absent manifest error. Each Lender hereby authorizes the Administrative Agent to set off and apply any and all amounts at any time owing to such Lender under this Agreement or any other Loan Document against any amount due the Administrative Agents under this paragraph. The agreements in this paragraph shall survive the resignation and/or replacement of the Administrative Agents, any assignment of rights by, or the replacement of, a Lender, the termination of the Commitments and the repayment, satisfaction or discharge of all other Obligations.

The provisions of this Article are solely for the benefit of each of the Agents, the Lenders and the Issuing Banks, and, except solely to the extent of the Borrowers' rights to consent pursuant to and subject to the conditions set forth in this Article, none of the Borrowers or any other Loan Party shall have any rights as a third party beneficiary of any such provisions. Each Lender Party, whether or not a party hereto, will be deemed, by its acceptance of the benefits of the Collateral and of the Loan Guarantee provided under the Loan Documents, to have agreed to the provisions of this Article.

Notwithstanding anything herein to the contrary, none of the Arrangers, any Person named on the cover page of this Agreement as a Co-Syndication Agent or a Co-Documentation Agent and the Debtors' Investment Banker shall have any duties or obligations under this Agreement or any other Loan Document (except in its capacity, as applicable, as a Lender or an Issuing Bank), but all such Persons shall have the benefit of the indemnities to the extent referenced and provided for hereunder.

ARTICLE IX

Miscellaneous

SECTION 9.01 Notices.

(a) Except in the case of notices and other communications expressly permitted to be given by telephone (and subject to paragraph (b) of this Section), all notices and other communications provided for herein shall be in writing and shall be delivered by hand or overnight courier service, mailed by certified or registered mail or sent by electronic transmission, as follows:

- (i) if to any Loan Party, to the Borrower Representative at:

[]
[]
[]
Attention: []
Facsimile No: [●]
Email: []

and

[]
[]
[]
Attention: []
Facsimile No: [●]
Email: []⁵

With a copy to (which shall not constitute notice):

Kirkland & Ellis LLP
2049 Century Park East, Suite 3700
Los Angeles, CA 90067
Attention: David M. Nemecek, P.C.
E-mail: david.nemecek@kirkland.com

- (ii) if to the Administrative Agent, JPMCB in its capacity as an Issuing Bank or the Swingline Lender, to JPMorgan Chase Bank, N.A. at:

2200 Ross Avenue, 9th Floor
Dallas, Texas 75201
Attention: Jon Eckhouse
Facsimile No: (214) 965-2594
Email: jon.eckhouse@jpmorgan.com

With a copy to:
Morgan Lewis & Bockius LLP
One Federal Street

⁵ To be provided.

Boston, Massachusetts 02110
Attention: Matthew F. Furlong, Esq.
Facsimile No. (617) 341-7701
E-mail: matthew.furlong@morganlewis.com

(iii) if to the Canadian Administrative Agent, to JPMorgan Chase Bank, N.A. Toronto Branch, at:

Suite 4500, 66 Wellington St W.
Toronto, ON M5K 1A1
Attention: Agostino Marchetti
Facsimile No: (416) 981-2375
Email: agostino.a.marchetti@jpmorgan.com

(iv) if to any other Issuing Bank, to it at its address or electronic transmission address most recently specified by it in a notice delivered to the Administrative Agent and the Borrower Representative; and

(v) if to any other Lender, to it at its address or electronic transmission address set forth in its Administrative Questionnaire.

All such notices and other communications (i) sent by hand or overnight courier service, or mailed by certified or registered mail, shall be deemed to have been given when received, (ii) sent by electronic transmission shall be deemed to have been given when sent (or, if not given during normal business hours for the recipient, at the opening of business on the next Business Day for the recipient) and (iii) delivered through electronic communications to the extent provided in paragraph (b) of this Section shall be effective as provided in such paragraph.

(b) Notices and other communications to the Lenders and Issuing Banks hereunder may be delivered or furnished by electronic communications (including e-mail and internet or intranet websites) pursuant to procedures approved by the Administrative Agent; provided that the foregoing shall not apply to notices under Article II to any Lender or Issuing Bank if such Lender or Issuing Bank, as applicable, has notified the Administrative Agent that it is incapable of receiving notices under such Article by electronic communication. The Administrative Agent or the Borrower Representative (on behalf of the Loan Parties) may, in its discretion, agree to accept notices and other communications to it hereunder by electronic communications pursuant to procedures approved by it; provided that approval of such procedures may be limited to particular notices or communications. All such notices and other communications (i) sent to an e-mail address shall be deemed received upon the sender's receipt of an acknowledgement from the intended recipient (such as by return e-mail or other written acknowledgement), provided that if not given during the normal business hours of the recipient, such notice or communication shall be deemed to have been given at the opening of business on the next Business Day for the recipient, and (ii) posted to an Internet or intranet website shall be deemed received upon the deemed receipt by the intended recipient at its e-mail address as described in the foregoing clause (b)(i) of notification that such notice or communication is available and identifying the website address therefor.

(c) Any party hereto may change its address or electronic transmission address for notices and other communications hereunder by notice to the other parties hereto.

(d) The Loan Parties agree that the Administrative Agent and the Canadian Administrative Agent may, but shall not be obligated to, make any Communication by posting such Communication on Debt Domain, Intralinks, Syndtrak or a similar electronic transmission system (the "Platform"). The

Platform is provided “as is” and “as available.” Neither of the Administrative Agents nor any of their Related Parties warrants, or shall be deemed to warrant, the adequacy of the Platform and expressly disclaim liability for errors or omissions in the Communications. No warranty of any kind, express, implied or statutory, including any warranty of merchantability, fitness for a particular purpose, non-infringement of third-party rights or freedom from viruses or other code defects, is made, or shall be deemed to be made, by either of the Administrative Agents or any of their Related Parties in connection with the Communications or the Platform.

SECTION 9.02 Waivers; Amendments.

(a) No failure or delay by the Administrative Agent, the Canadian Administrative Agent, any Issuing Bank or any Lender in exercising any right or power hereunder or under any other Loan Document shall operate as a waiver thereof, nor shall any single or partial exercise of any such right or power, or any abandonment or discontinuance of steps to enforce such a right or power, preclude any other or further exercise thereof or the exercise of any other right or power. The rights and remedies of the Administrative Agent, the Canadian Administrative Agent, the Issuing Banks and the Lenders hereunder and under any other Loan Document are cumulative and are not exclusive of any rights or remedies that they would otherwise have. No waiver of any provision of any Loan Document or consent to any departure by any Loan Party therefrom shall in any event be effective unless the same shall be permitted by paragraph (b) of this Section, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given. Without limiting the generality of the foregoing, the making of a Loan or issuance of a Letter of Credit shall not be construed as a waiver of any Default, regardless of whether the Administrative Agent, the Canadian Administrative Agent, any Lender or any Issuing Bank may have had notice or knowledge of such Default at the time.

(b) Except as provided in Sections 5.16, 9.02(e) and 9.18 (and, except as specifically provided in any Loan Document with respect to the Schedule thereto), and subject to Section 2.14(c), none of this Agreement, any other Loan Document or any provision hereof or thereof may be waived, amended or modified except (i) in the case of this Agreement, pursuant to an agreement or agreements in writing entered into by the Borrowers and the Required Lenders or (ii) in the case of any other Loan Document, pursuant to an agreement or agreements in writing entered into by the Administrative Agent (if a party to the original agreement), the Canadian Administrative Agent (if a party to the original agreement) and the Loan Party or Loan Parties that are parties thereto, with the consent of the Required Lenders; provided that (A) any provision of this Agreement or any other Loan Document may be amended by an agreement in writing entered into by the Borrowers, the Administrative Agent and the Canadian Administrative Agent to cure any technical error, ambiguity, omission, defect or inconsistency so long as, in each case, the Lenders shall have received at least five (5) Business Days’ prior written notice thereof and the Administrative Agent shall not have received, within five (5) Business Days of the date of such notice to the Lenders, a written notice from the Required Lenders stating that the Required Lenders object to such amendment and (B) no such agreement shall (1) increase the Revolving Commitment of any Lender without the written consent of such Lender (provided that the Applicable Administrative Agent may make Protective Advances and Overadvances as set forth in Section 2.04 or 2.05, as applicable), (2) reduce or forgive the principal amount of any Loan or LC Disbursement or reduce the rate of interest thereon, or reduce or forgive any interest or fees payable hereunder, without the written consent of each Lender directly affected thereby, (3) postpone any scheduled date of payment of the principal amount of any Loan or LC Disbursement, or any date for the payment of any interest, fees or other Obligations payable hereunder, or reduce the amount of, waive or excuse any such payment, or postpone the scheduled date of expiration of any Revolving Commitment, without the written consent of each Lender directly affected thereby, (4) change Section 2.18(b) or 2.18(d) in a manner that would alter the manner in which payments are shared, without the written consent of each Lender, (5) increase the advance rates set forth in the definition of U.S. Borrowing Base or Canadian Borrowing Base or add new categories of eligible assets, without the written consent of the each Lender,

(6) change any of the provisions of this Section or the percentage set forth in the definition of the term “Required Lenders” or any other provision of any Loan Document specifying the number or percentage of Lenders required to waive, amend or modify any rights thereunder or make any determination or grant any consent thereunder, without the written consent of each Lender, (7) change Section 2.20 without the consent of each Lender (other than any Defaulting Lender) adversely affected thereby, (8) release all or substantially all of the value of the Loan Guarantee (except as otherwise permitted herein or in the other Loan Documents), without the written consent of each Lender, or (9) except as provided in paragraph (c) of this Section or in any Collateral Document, release all or substantially all of the Collateral without the written consent of each Lender; provided further that no such agreement shall amend, modify or otherwise affect the rights or duties of the Administrative Agent, the Canadian Administrative Agent, any Issuing Bank or the Swingline Lender hereunder or under any other Loan Document without the prior written consent of the Administrative Agent, the Canadian Administrative Agent such Issuing Bank or the Swingline Lender, as the case may be (it being understood that any change to Section 2.20 shall require the consent of the Administrative Agent, the Canadian Administrative Agent, the Swingline Lender and each Issuing Bank).

(c) The Lenders and the Issuing Banks hereby irrevocably authorize the Administrative Agent, at its option and in its sole discretion, (i) to release any Liens granted to the Administrative Agent by the Loan Parties on any Collateral (A) upon the termination of (x) all the Revolving Commitments, payment and satisfaction in full in cash of all Obligations (other than Unliquidated Obligations) and the cash collateralization of all Unliquidated Obligations in respect of Letters of Credit in a manner satisfactory to each applicable Issuing Bank and the Administrative Agent and (y) solely in the case of the Canadian Collateral, upon termination in full of all the Canadian Commitments and payment and satisfaction in full in cash of all Canadian Obligations (other than Unliquidated Obligations) and the cash collateralization of all Canadian Letters of Credit in a manner satisfactory to each applicable Issuing Bank and the Administrative Agent, (B) constituting property being sold or disposed of if the Loan Party disposing of such property certifies to the Administrative Agent that the sale or disposition is made in compliance with the terms of this Agreement (and the Administrative Agent may rely conclusively on any such certificate, without further inquiry), and to the extent that the property being sold or disposed of constitutes 100% of the Equity Interest of a Subsidiary, the Administrative Agent is authorized to release any Loan Guarantee provided by such Subsidiary, (C) constituting property leased to a Loan Party under a lease which has expired or been terminated in a transaction not prohibited under this Agreement, (D) as required to effect any sale or other disposition of such Collateral in connection with any exercise of remedies of the Administrative Agent and the Lenders pursuant to Article VII and (E) constituting property of a Loan Guarantor that is being released as a Loan Guarantor (and, in the case of a U.S. Subsidiary Borrower, as a U.S. Subsidiary Borrower) as provided below and (ii) to release any Loan Guarantee provided by any U.S. Subsidiary Borrower or Canadian Loan Party that is (A) dissolved pursuant to Section 6.03(a)(iv) in connection with a voluntary liquidation or dissolution thereof permitted by such Section, (B) upon the disposition of all of the outstanding Equity Interests of a Subsidiary of the Borrower (other than the Canadian Borrower) to a Person other than the Borrower or a Subsidiary in a transaction permitted by Section 6.05, (C) [reserved] or (D) in the case of the Canadian Loan Parties, upon any release of all the Canadian Collateral pursuant to clause (i)(A) above and, in connection therewith, to release any Liens granted to the Administrative Agent by such Subsidiary on any Collateral, if the U.S. Borrower certifies to the Administrative Agent that such liquidation or dissolution is made in compliance with the terms of this Agreement (and the Administrative Agent may rely conclusively on any such certificate, without further inquiry). The Lenders and the Issuing Banks hereby further irrevocably authorize the release or subordination of Liens on the Term Priority Collateral as provided in the Intercreditor Agreement. Any such release or subordination shall not in any manner discharge, affect, or impair the Obligations or any Liens (other than those expressly being released) upon (or obligations of the Loan Parties in respect of) all interests retained by the Loan Parties, including the proceeds of any sale, all of which shall continue to constitute part of the Collateral.

(d) If, in connection with any proposed amendment, waiver or consent requiring the consent of “each Lender” or “each Lender affected thereby,” the consents of Lenders having Credit Exposure and unused Revolving Commitments representing more than 66% of the sum of the total Credit Exposure and unused Revolving Commitments at such time are obtained, but the consents of other necessary Lenders are not obtained (any such Lender whose consent is necessary but not obtained being referred to herein as a “Non-Consenting Lender”), then the Borrower Representative may elect to replace any Non-Consenting Lender as a Lender party to this Agreement; provided that, concurrently with such replacement, (i) an Eligible Assignee which is reasonably satisfactory to the Borrower Representative and the Administrative Agent shall agree, as of such date, to purchase for cash the Loans and other Obligations due to the Non-Consenting Lender pursuant to an Assignment and Assumption and to become a Lender for all purposes under this Agreement and to assume all obligations of the Non-Consenting Lender to be terminated as of such date and to comply with the requirements of paragraph (b) of Section 9.04, and (ii) the applicable Borrower(s) shall pay to such Non-Consenting Lender in same day funds on the day of such replacement (A) all interest, fees and other amounts then accrued but unpaid to such Non-Consenting Lender by such Borrowers hereunder to and including the date of termination, including without limitation payments due to such Non-Consenting Lender under Sections 2.15 and 2.17, and (B) an amount, if any, equal to the payment which would have been due to such Lender on the day of such replacement under Section 2.16 had the Loans of such Non-Consenting Lender been prepaid on such date rather than sold to the replacement Lender.

(e) Notwithstanding the foregoing, Exhibit G to this Agreement, the definitions of “Exit Facility Agreement” and “Exit Facility Term Sheet” and Section 2.23 (or any other provision which would result in an amendment, restatement, waiver or modification of any of the foregoing) may be amended, restated, waived or otherwise modified with the prior written consent of the Lenders, the Administrative Agent and the Borrower Representative; provided that the Lenders hereby authorize the Administrative Agent to enter into any amendments to this Agreement and the other Loan Documents as may be necessary, in the reasonable opinion of the Administrative Agent and the Borrower, to give effect to the transaction contemplated by Section 2.23 and such other technical or immaterial amendments as may be necessary or appropriate in the reasonable opinion of the Administrative Agent and the Borrower Representative in connection therewith.

SECTION 9.03 Expenses; Indemnity; Damage Waiver.

(a) The Borrowers shall pay (i) all reasonable and documented out-of-pocket expenses incurred by the Administrative Agent, the Canadian Administrative Agent, the Arrangers and their respective Affiliates, including the reasonable and documented fees, charges and disbursements of one primary U.S. and one primary Canadian counsel for the Administrative Agent, the Canadian Administrative Agent, the Arrangers and their Affiliates, and if deemed necessary by the Administrative Agent, one local counsel in each applicable jurisdiction, in connection with the syndication and distribution (including, without limitation, via the internet or through a service such as Intralinks) of the credit facility provided for herein, the preparation and administration of the Loan Documents or any amendments, modifications or waivers of the provisions of the Loan Documents (whether or not the transactions contemplated hereby or thereby shall be consummated), (ii) all reasonable and documented out-of-pocket expenses incurred by each Issuing Bank in connection with the issuance, amendment, renewal or extension of any Letter of Credit or any demand for payment thereunder and (iii) all reasonable and documented out-of-pocket expenses incurred by the Administrative Agent, the Canadian Administrative Agent, the Arrangers, any Issuing Bank or any Lender, including the fees, charges and disbursements of any counsel for the Administrative Agent, the Canadian Administrative Agent, the Arrangers, any Issuing Bank or any Lender, in connection with the enforcement, collection or protection of its rights in connection with the Loan Documents, including its rights under this Section, or in connection with the Loans made or Letters of Credit issued hereunder, including all such out-of-pocket expenses incurred during any workout, restructuring or negotiations in

respect of such Loans or Letters of Credit. Subject to the provisions of Sections 5.09, expenses subject to reimbursement by the Borrowers under this Section include, without limiting the generality of the foregoing, reasonable and documented out-of-pocket costs and expenses incurred in connection with:

- (i) insurance reviews;
- (ii) [reserved];
- (iii) taxes, fees and other charges for (A) lien searches and (B) filing financing statements and continuations, and other actions to perfect, protect, and continue the Administrative Agent's Liens;
- (iv) sums paid or incurred to take any action required of any Loan Party under the Loan Documents that such Loan Party fails to pay or take; and
- (v) forwarding loan proceeds, collecting checks and other items of payment, and establishing and maintaining the accounts and lock boxes, and costs and expenses of preserving and protecting the Collateral.

All of the foregoing costs and expenses may be charged to the applicable Borrower(s) as Revolving Loans or to another deposit account, all as described in Section 2.18(c).

(b) The Borrowers agree, jointly and severally, to indemnify the Administrative Agent (or any sub-agent thereof), the Canadian Administrative Agent (or any sub-agent thereof), the Arrangers, the Co-Syndication Agents, the Co-Documentation Agents, each Issuing Bank and each Lender, and each Related Party of any of the foregoing Persons (each such Person being called an "Indemnatee"), against, and hold each Indemnatee harmless from, any and all losses, claims, damages, penalties, liabilities and related expenses, including the reasonable fees, charges and disbursements of any counsel for any Indemnatee, incurred by or asserted against any Indemnatee arising out of, in connection with, or as a result of (i) syndication of the credit facility provided for herein and the execution or delivery of the Loan Documents or any agreement or instrument contemplated thereby, the performance by the parties hereto of their respective obligations thereunder or the consummation of the Transactions or any other transactions contemplated hereby, (ii) any Loan or Letter of Credit or the use of the proceeds therefrom (including any refusal by an Issuing Bank to honor a demand for payment under a Letter of Credit if the documents presented in connection with such demand do not strictly comply with the terms of such Letter of Credit), (iii) any actual or alleged presence or Release of Hazardous Materials on at, under, to or from any property currently or formerly owned or operated by the any Loan Party or any of the Subsidiaries, or any other Environmental Liability related in any way to any Loan Party or any of the Subsidiaries, or (iv) any actual or prospective claim, litigation, investigation or proceeding relating to any of the foregoing, whether based on contract, tort or any other theory and regardless of whether such proceeding is initiated against or by any party to this Agreement, or any Affiliate thereof, by an Indemnatee or any third party or whether any Indemnatee is a party thereto; provided that such indemnity shall not, as to any Indemnatee, be available to the extent that such losses, claims, damages, penalties, liabilities or related expenses (A) are determined by a court of competent jurisdiction by a final and non-appealable judgment to have resulted from the bad faith, gross negligence or willful misconduct of such Indemnatee or (B) have arisen from a proceeding by an Indemnatee against another Indemnatee not involving any act or omission of the Parent or any Subsidiary (other than a proceeding against the Administrative Agent, any Arranger or an Issuing Bank in its capacity or in fulfilling its role as such). This Section 9.03(b) shall not apply to any Taxes (other than any Taxes that represent losses, claims, damages or related expenses arising from any non-Tax claim).

(c) To the extent the Borrowers fail to pay any amount required to be paid by them to the Administrative Agent (or any sub-agent thereof), the Canadian Administrative Agent (or any sub-agent thereof), any Issuing Bank or the Swingline Lender, or any Related Party of any of the foregoing, under paragraph (a) or (b) of this Section, each Lender severally agrees to pay to the Administrative Agent, the Canadian Administrative Agent, such Issuing Bank, Swingline Lender or such Related Party, as the case may be, such Lender's Applicable Percentage (determined as of the time that the applicable unreimbursed expense or indemnity payment is sought) of such unpaid amount; provided that the unreimbursed expense or indemnified loss, claim, damage, penalty, liability or related expense, as the case may be, was incurred by or asserted against the Administrative Agent (or such sub-agent), the Canadian Administrative Agent (or such sub-agent), such Issuing Bank or the Swingline Lender in its capacity as such, or against any Related Party of any of the foregoing acting for the Administrative Agent (or any such sub-agent), the Canadian Administrative Agent (or any such sub-agent), any Issuing Bank or the Swingline Lender in connection with such capacity.

(d) To the extent permitted by applicable law, no Loan Party shall assert, and each hereby waives, any claim against any Indemnitee (i) for any damages arising from the use by others of information or other materials obtained through telecommunications, electronic or other information transmission systems (including the Internet) or (ii) on any theory of liability, for special, indirect, consequential or punitive damages (as opposed to direct or actual damages) arising out of, in connection with, or as a result of, this Agreement, any other Loan Document, or any agreement or instrument contemplated hereby or thereby, the Transactions, any Loan or Letter of Credit or the use of the proceeds thereof.

(e) All amounts due under this Section shall be payable not later than 10 days after written demand therefor.

SECTION 9.04 Successors and Assigns.

(a) The provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns permitted hereby (including any Affiliate of any Issuing Bank that issues any Letter of Credit), except that (i) no Borrower may assign or otherwise transfer any of its rights or obligations hereunder without the prior written consent of each Lender (and any attempted assignment or transfer by a Borrower without such consent shall be null and void) and (ii) no Lender may assign or otherwise transfer its rights or obligations hereunder except in accordance with this Section. Nothing in this Agreement, expressed or implied, shall be construed to confer upon any Person (other than the parties hereto, their respective successors and assigns permitted hereby (including any Affiliate of any Issuing Bank that issues any Letter of Credit), Participants (to the extent provided in paragraph (c) of this Section), the Debtors' Investment Banker (to the extent provided in Article VIII), the Arrangers, the Co-Syndication Agents, the Co-Documentation Agents and, to the extent expressly contemplated hereby, the sub-agents of the Administrative Agent and the Canadian Administrative Agent and the Related Parties of any of the Administrative Agent, the Canadian Administrative Agent, the Arrangers, the Co-Syndication Agents, the Co-Documentation Agents, the Issuing Banks and the Lenders) any legal or equitable right, remedy or claim under or by reason of this Agreement.

(b) (i) Subject to the conditions set forth in paragraph (b)(ii) below, any Lender may assign to one or more Eligible Assignees all or a portion of its rights and obligations under this Agreement (including all or a portion of its Revolving Commitment and the Loans at the time owing to it) with the prior written consent (such consent not to be unreasonably withheld) of:

(A) the Borrower Representative; provided that no consent of the Borrower Representative shall be required for an assignment to a Lender, an Affiliate of a Lender, an Approved Fund or, if an Event of Default under clause (a) or (b) of Article VII has occurred and is

continuing, any other assignee; provided further that the Borrower Representative shall be deemed to have consented to any such assignment unless it shall object thereto by written notice to the Administrative Agent within 10 Business Days after having received notice thereof;

(B) the Administrative Agent;

(C) the Swingline Lender under any Facility under which a Revolving Commitment is being assigned; and

(D) each Issuing Bank under any Facility under which a Revolving Commitment is being assigned.

(ii) Assignments shall be subject to the following additional conditions:

(A) except in the case of an assignment to a Lender or an Affiliate of a Lender or an assignment of the entire remaining amount of the assigning Lender's Revolving Commitment or Loans under a Facility, the amount of the Revolving Commitment or Loans of the assigning Lender subject to each such assignment (determined as of the date the Assignment and Assumption with respect to such assignment is delivered to the Administrative Agent) shall not be less than \$5,000,000 unless each of the Borrower Representative and the Administrative Agent otherwise consent; provided that no such consent of the Borrower Representative shall be required if an Event of Default under clause (a) or (b) of Article VII has occurred and is continuing;

(B) each partial assignment shall be made as an assignment of a proportionate part of all the assigning Lender's rights and obligations under this Agreement;

(C) the parties to each assignment shall execute and deliver to the Administrative Agent an Assignment and Assumption, together with a processing and recordation fee of \$3,500; and

(D) the assignee, if it shall not be a Lender, shall deliver to the Administrative Agent an Administrative Questionnaire in which the assignee designates one or more credit contacts to whom all lender-group-level information (which may contain material non-public information about the U.S. Borrower, the Subsidiaries and other Affiliates thereof or their respective securities) will be made available and who may receive such information in accordance with the assignee's compliance procedures and applicable law, including federal, state, provincial, territorial and foreign securities laws.

(iii) Subject to acceptance and recording thereof pursuant to paragraph (b)(iv) of this Section, from and after the effective date specified in each Assignment and Assumption the assignee thereunder shall be a party hereto and, to the extent of the interest assigned by such Assignment and Assumption, have the rights and obligations of a Lender under this Agreement, and the assigning Lender thereunder shall, to the extent of the interest assigned by such Assignment and Assumption, be released from its obligations under this Agreement (and, in the case of an Assignment and Assumption covering all of the assigning Lender's rights and obligations under this Agreement, such Lender shall cease to be a party hereto but shall continue to be entitled to the benefits of Sections 2.15, 2.16, 2.17 and 9.03 with respect to facts and circumstances occurring prior to the effective date of such assignment). Any assignment or transfer by a Lender of rights or obligations under this Agreement that does not comply with this Section shall be treated for purposes of this Agreement as a sale by such Lender of a participation in such rights and obligations in accordance with paragraph (c) of this Section.

(iv) The Applicable Administrative Agent, acting solely for this purpose as non-fiduciary agent of the Borrowers, shall maintain at one of its offices a copy of each Assignment and Assumption delivered to it and a register for the recordation of the names and addresses of the Lenders, and the Commitment of, and principal amount (and stated interest) of the Loans and LC Disbursements owing to, each Lender pursuant to the terms hereof from time to time under each Facility (the “Register”). The entries in the Register shall be conclusive absent manifest error, and the Borrowers, the Administrative Agent, the Canadian Administrative Agent, the Issuing Banks and the Lenders shall treat each Person whose name is recorded in the Register pursuant to the terms hereof as a Lender hereunder for all purposes of this Agreement, notwithstanding notice to the contrary. The Register shall be available for inspection by the Borrowers, any Issuing Bank and any Lender, at any reasonable time and from time to time upon reasonable prior notice.

(v) Upon its receipt of a duly completed Assignment and Assumption executed by an assigning Lender and an assignee, the assignee’s completed Administrative Questionnaire (unless the assignee shall already be a Lender hereunder), the processing and recordation fee referred to in paragraph (b) of this Section and any written consent to such assignment required by paragraph (b) of this Section, the Administrative Agent shall accept such Assignment and Assumption and record the information contained therein in the Register; provided that if either the assigning Lender or the assignee shall have failed to make any payment required to be made by it pursuant to Section 2.05, 2.06(d) or (e), 2.07(b), the ninth paragraph of Article VI or 9.03(c), the Administrative Agent shall have no obligation to accept such Assignment and Assumption and record the information therein in the Register unless and until such payment shall have been made in full, together with all accrued interest thereon. No assignment shall be effective for purposes of this Agreement unless it has been recorded in the Register as provided in this paragraph.

(c) (i) Any Lender may, without the consent of the Borrowers, the Administrative Agent, the Canadian Administrative Agent, the Issuing Banks or the Swingline Lender, sell participations to one or more Eligible Assignees (“Participants”) in all or a portion of such Lender’s rights and obligations under this Agreement (including all or a portion of its Revolving Commitment and the Loans owing to it); provided that (A) such Lender’s obligations under this Agreement shall remain unchanged, (B) such Lender shall remain solely responsible to the other parties hereto for the performance of such obligations and (C) the Borrowers, the Administrative Agent, the Canadian Administrative Agent, the Issuing Banks and the other Lenders shall continue to deal solely and directly with such Lender in connection with such Lender’s rights and obligations under the Loan Documents. Any agreement or instrument pursuant to which a Lender sells such a participation shall provide that such Lender shall retain the sole right to enforce the Loan Documents and to approve any amendment, modification or waiver of any provision of the Loan Documents; provided that such agreement or instrument may provide that such Lender will not, without the consent of the Participant, agree to any amendment, modification or waiver described in the first proviso to Section 9.02(b) that affects such Participant or requires the approval of all the Lenders. The Borrowers agree that each Participant shall be entitled to the benefits of Sections 2.15, 2.16 and 2.17 (subject to the requirements and limitations therein, including the requirements under Section 2.17(e) (it being understood that the documentation required under Section 2.17(e) shall be delivered solely to the participating Lender)) to the same extent as if it were a Lender and had acquired its interest by assignment pursuant to paragraph (b) of this Section; provided that such Participant (x) agrees to be subject to the provisions of Sections 2.18 and 2.19 as if it were an assignee under paragraph (b) of this Section and (y) shall not be entitled to receive any greater payment under Section 2.15 or 2.17, with respect to any participation, than its participating Lender would have been entitled to receive, except to the extent such entitlement to receive a greater payment results from a Change in Law that occurs after the Participant acquired the applicable participation. To the extent permitted by law, each Participant also shall be entitled to the benefits of Section 9.08 as though it were a Lender; provided that such Participant agrees to be subject to Section 2.16(c) as though it were a Lender.

(ii) Each Lender that sells a participation shall, acting solely for this purpose as a non-fiduciary agent of the Borrowers, maintain a register for the recordation of the name and address of each Participant and the principal amounts (and stated interest) of each participant's interest in the Loans or other obligations under this Agreement (the "Participant Register"); provided that no Lender shall have any obligation to disclose all or any portion of the Participant Register (including the identity of any Participant or any information relating to a Participant's interest in any Revolving Commitments or Revolving Loans or its other obligations under this Agreement or any other Loan Document) to any Person except to the extent that such disclosure is necessary to establish that such Revolving Commitment or Revolving Loan or other obligation is in registered form under Section 5f.103-1(c) of the United States Treasury Regulations. The entries in the Participant Register shall be conclusive absent manifest error, and the Borrower and such Lender shall treat each Person whose name is recorded in the Participant Register as the owner of such participation for all purposes of this Agreement notwithstanding any notice to the contrary. For the avoidance of doubt, the Administrative Agents (in their capacity as Administrative Agents) shall have no responsibility for maintaining a Participant Register.

(d) Any Lender may at any time pledge or assign a security interest in all or any portion of its rights under this Agreement to secure obligations of such Lender, including any pledge or assignment to secure obligations to a Federal Reserve Bank, and this Section shall not apply to any such pledge or assignment of a security interest; provided that no such pledge or assignment of a security interest shall release a Lender from any of its obligations hereunder or substitute any such pledgee or assignee for such Lender as a party hereto.

SECTION 9.05 Survival. All covenants, agreements, representations and warranties made by the Loan Parties in the Loan Documents and in the certificates or other instruments delivered in connection with or pursuant to this Agreement or any other Loan Document shall be considered to have been relied upon by the other parties hereto and shall survive the execution and delivery of the Loan Documents and the making of any Loans and issuance of any Letters of Credit, regardless of any investigation made by any such other party or on its behalf and notwithstanding that the Administrative Agent, the Canadian Administrative Agent, the Arrangers, the Co-Syndication Agents, the Co-Documentation Agents, any Issuing Bank, any Lender or any Affiliate of any of the foregoing may have had notice or knowledge of any Default or incorrect representation or warranty at the time any Loan Document is executed and delivered or any credit is extended hereunder, and shall continue in full force and effect as long as the principal of or any accrued interest on any Loan or any fee or any other amount payable under this Agreement is outstanding and unpaid or any LC Exposure is outstanding and so long as the Revolving Commitments have not expired or terminated. The provisions of Sections 2.15, 2.16, 2.17 and 9.03 and Article VIII shall survive and remain in full force and effect regardless of the consummation of the transactions contemplated hereby, the repayment of the Loans, the expiration or termination of the Letters of Credit and the Revolving Commitments or the termination of this Agreement or any provision hereof.

SECTION 9.06 Counterparts; Integration; Effectiveness. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. This Agreement, the other Loan Documents and any separate letter agreements with respect to fees payable to the Administrative Agent constitute the entire contract among the parties relating to the subject matter hereof and supersede any and all previous agreements and understandings, oral or written, relating to the subject matter hereof. This Agreement shall become effective when it shall have been executed by the Administrative Agent and the Canadian Administrative Agent and when the Administrative Agent and the Canadian Administrative Agent shall have received counterparts hereof which, when taken together, bear the signatures of each of the other parties hereto, and thereafter shall be binding upon and inure to the benefit of the parties hereto and their respective permitted successors and assigns. Delivery of an executed counterpart of a signature

page of this Agreement by electronic transmission or other electronic imaging shall be effective as delivery of a manually executed counterpart of this Agreement.

SECTION 9.07 Severability. Any provision of any Loan Document held to be invalid, illegal or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such invalidity, illegality or unenforceability without affecting the validity, legality and enforceability of the remaining provisions thereof; and the invalidity of a particular provision in a particular jurisdiction shall not invalidate such provision in any other jurisdiction.

SECTION 9.08 Right of Setoff. If an Event of Default shall have occurred and be continuing, each Lender is hereby authorized (notwithstanding the provisions of Section 362 of the Bankruptcy Code, without any application, motion or notice to, hearing before, or order from, the Court) at any time and from time to time, to the fullest extent permitted by law, to set off and apply any and all deposits (general or special, time or demand, provisional or final) (other than payroll, trust and tax accounts) at any time held and other obligations at any time owing by such Lender to or for the credit or the account of any Borrower or any Loan Guarantor against any of and all the Secured Obligations held by such Lender, irrespective of whether or not such Lender shall have made any demand under the Loan Documents and although such obligations may be unmatured. The applicable Lender shall notify the Borrower Representative and the Administrative Agent of such setoff or application; provided that any failure to give or any delay in giving such notice shall not affect the validity of any such set off or application under this Section. The rights of each Lender under this Section are in addition to other rights and remedies (including other rights of setoff) which such Lender may have.

SECTION 9.09 Governing Law: Jurisdiction; Consent to Service of Process.

(a) EXCEPT TO THE EXTENT SUPERSEDED BY THE BANKRUPTCY CODE, THE LOAN DOCUMENTS (OTHER THAN THOSE CONTAINING A CONTRARY EXPRESS CHOICE OF LAW PROVISION) SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK, BUT GIVING EFFECT TO FEDERAL LAWS APPLICABLE TO NATIONAL BANKS; PROVIDED THAT APPOINTMENT OF THE APPLICABLE ADMINISTRATIVE AGENT AS *FONDÉ DE POUVOIR* IN ACCORDANCE WITH ARTICLE VIII SHALL BE GOVERNED BY THE LAWS OF THE PROVINCE OF QUEBEC.

(b) Each party hereto hereby irrevocably and unconditionally submits, for itself and its property, to the non-exclusive jurisdiction of the Court or the Supreme Court of the State of New York sitting in New York County and of the United States District Court of the Southern District of New York, and any appellate court from any thereof, in any action or proceeding arising out of or relating to this Agreement or any other Loan Document, or for recognition or enforcement of any judgment, and each Loan Party hereby irrevocably and unconditionally agrees that all claims arising out of or relating to this Agreement or any other Loan Document brought by it or any of its Affiliates shall be brought, and shall be heard and determined, in the Court, such New York State or, to the extent permitted by law, in such Federal court. Each party hereto agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. Nothing in this Agreement shall affect any right that the Administrative Agent, the Canadian Administrative Agent, any Issuing Bank or any Lender may otherwise have to bring any action or proceeding relating to this Agreement or any other Loan Document against any Loan Party or any of its properties in the courts of any jurisdiction.

(c) Each Loan Party hereby irrevocably and unconditionally waives, to the fullest extent it may legally and effectively do so, any objection that it may now or hereafter have to the laying of venue of any suit, action or proceeding arising out of or relating to this Agreement or any other Loan Document in any

court referred to in paragraph (b) of this Section. Each of the parties hereto hereby irrevocably waives, to the fullest extent permitted by law, the defense of an inconvenient forum to the maintenance of such action or proceeding in any such court.

(d) Each party to this Agreement irrevocably consents to service of process in the manner provided for notices in Section 9.01. Nothing in this Agreement or any other Loan Document will affect the right of any party to this Agreement to serve process in any other manner permitted by law.

SECTION 9.10 WAIVER OF JURY TRIAL. EACH PARTY HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT, ANY OTHER LOAN DOCUMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

SECTION 9.11 Headings. Article and Section headings and the Table of Contents used herein are for convenience of reference only, are not part of this Agreement and shall not affect the construction of, or be taken into consideration in interpreting, this Agreement.

SECTION 9.12 Confidentiality. Each of the Administrative Agent, the Canadian Administrative Agent, the Issuing Banks and the Lenders agrees to maintain the confidentiality of the Information (as defined below) with the same degree of care that it uses to protect its own confidential information, but in no event less than a commercially reasonable degree of care, except that Information may be disclosed (a) to its Related Parties, including accountants, legal counsel and other agents and advisors (it being understood that the Persons to whom such disclosure is made will be informed of the confidential nature of such Information and instructed to keep such Information confidential), (b) to the extent required or requested by any regulatory authority purporting to have jurisdiction over such Person or its Related Parties (including any self-regulatory authority, such as the National Association of Insurance Commissioners), (c) to the extent required by applicable law or by any subpoena or similar legal process, (d) to any other party to this Agreement, (e) in connection with the exercise of any remedies under this Agreement or any other Loan Document or any suit, action or proceeding relating to this Agreement or any other Loan Document or the enforcement of rights hereunder or thereunder, (f) subject to an agreement containing confidentiality undertakings substantially similar to those of this Section, to (i) any assignee of or Participant in, or any prospective assignee of or Participant in, any of its rights or obligations under this Agreement or (ii) any actual or prospective counterparty (or its Related Parties) to any swap or derivative transaction relating to any Loan Party or any Subsidiary or its obligations, (g) on a confidential basis to any rating agency in connection with rating the Borrowers or the Subsidiaries or the credit facilities provided for herein, (h) with the consent of the Borrower Representative, or (i) to the extent such Information (i) becomes publicly available other than as a result of a breach of this Section or (ii) becomes available to the Administrative Agent, the Canadian Administrative Agent, any Issuing Bank or any Lender, or any Affiliate of any of the foregoing, on a non-confidential basis from a source other than the Borrowers; provided that, in the case of clause (c) above, the party disclosing such information shall provide to the Borrower Representative prior written notice of such disclosure to the extent permitted by applicable law (and to the extent commercially feasible under the circumstances) and shall cooperate with the Borrower Representative, at the Borrower Representative's sole expense, in obtaining a protective order for, or other

confidential treatment of, such disclosure, in each case at the Borrower Representative's sole expense. For the purposes of this Section, "Information" means all information received from the Borrowers relating to Parent or any Subsidiary or their businesses or the Collateral, other than any such information that is available to the Administrative Agent, the Canadian Administrative Agent, any Issuing Bank or any Lender, or any Affiliate of any of the foregoing, on a non-confidential basis prior to disclosure by the Borrowers; provided that, in the case of information received from the Borrowers after the Effective Date, such information is clearly identified at the time of delivery as confidential.

EACH LENDER ACKNOWLEDGES THAT INFORMATION AS DEFINED IN SECTION 9.12 FURNISHED TO IT PURSUANT TO THIS AGREEMENT MAY INCLUDE MATERIAL NON-PUBLIC INFORMATION CONCERNING PARENT, THE SUBSIDIARIES AND ITS OTHER AFFILIATES AND THEIR RESPECTIVE SECURITIES, AND CONFIRMS THAT IT HAS DEVELOPED COMPLIANCE PROCEDURES REGARDING THE USE OF MATERIAL NON-PUBLIC INFORMATION AND THAT IT WILL HANDLE SUCH MATERIAL NON-PUBLIC INFORMATION IN ACCORDANCE WITH THOSE PROCEDURES AND APPLICABLE LAW, INCLUDING FEDERAL AND STATE SECURITIES LAWS.

ALL INFORMATION, INCLUDING REQUESTS FOR WAIVERS AND AMENDMENTS, FURNISHED BY THE BORROWERS OR THE APPLICABLE ADMINISTRATIVE AGENT PURSUANT TO, OR IN THE COURSE OF ADMINISTERING, THIS AGREEMENT WILL BE LENDER-GROUP-LEVEL INFORMATION, WHICH MAY CONTAIN MATERIAL NON-PUBLIC INFORMATION CONCERNING PARENT, THE SUBSIDIARIES AND ITS OTHER AFFILIATES AND THEIR RESPECTIVE SECURITIES. ACCORDINGLY, EACH LENDER REPRESENTS TO THE BORROWERS AND THE APPLICABLE ADMINISTRATIVE AGENT THAT IT HAS IDENTIFIED IN ITS ADMINISTRATIVE QUESTIONNAIRE A CREDIT CONTACT WHO MAY RECEIVE INFORMATION THAT MAY CONTAIN SUCH MATERIAL NONPUBLIC INFORMATION IN ACCORDANCE WITH ITS COMPLIANCE PROCEDURES AND APPLICABLE LAW, INCLUDING FEDERAL AND STATE SECURITIES LAWS.

SECTION 9.13 Several Obligations; Nonreliance; Violation of Law. The respective obligations of the Lenders hereunder are several and not joint and the failure of any Lender to make any Loan or perform any of its obligations hereunder shall not relieve any other Lender from any of its obligations hereunder. Anything contained in this Agreement to the contrary notwithstanding, neither any Issuing Bank nor any Lender shall be obligated to extend credit to the Borrowers in violation of applicable law.

SECTION 9.14 USA PATRIOT Act. Each Lender that is subject to the requirements of the Patriot Act hereby notifies the Borrowers and the Loan Guarantors that pursuant to the requirements of the Patriot Act, it is required to obtain, verify and record information that identifies the Borrowers and the Loan Guarantors, which information includes the names and addresses of the Borrowers and the Loan Guarantors and other information that will allow such Lender to identify the Borrowers and the Loan Guarantors in accordance with the Patriot Act.

SECTION 9.15 Appointment for Perfection. Each Lender hereby appoints each other Lender as its agent for the purpose of perfecting Liens, for the benefit of the Administrative Agent and the Lenders, in assets which, in accordance with Article 9 of the UCC, the PPSA or any other applicable law can be perfected only by possession. Should any Lender (other than the Administrative Agent) obtain possession of any such Collateral, such Lender shall notify the Administrative Agent thereof, and, promptly upon the Administrative Agent's request therefor shall deliver such Collateral to the Administrative Agent or otherwise deal with such Collateral in accordance with the Administrative Agent's instructions.

SECTION 9.16 Interest Rate Limitation. Notwithstanding anything herein to the contrary, if at any time the interest rate applicable to any Loan, together with all fees, charges and other amounts that are treated as interest on such Loan under applicable law (collectively the “Charges”), shall exceed the maximum lawful rate (the “Maximum Rate”) which may be contracted for, charged, taken, received or reserved by the Lender holding such Loan in accordance with applicable law, the rate of interest payable in respect of such Loan hereunder, together with all Charges payable in respect thereof, shall be limited to the Maximum Rate and, to the extent lawful, the interest and Charges that would have been payable in respect of such Loan but were not payable as a result of the operation of this Section shall be cumulated and the interest and Charges payable to such Lender in respect of other Loans or periods shall be increased (but not above the Maximum Rate therefor) until such cumulated amount, together with interest thereon at the Federal Funds Effective Rate to the date of repayment, shall have been received by such Lender.

SECTION 9.17 No Fiduciary Relationship. Each Loan Party, on behalf of itself and its subsidiaries, agrees that in connection with all aspects of the transactions contemplated hereby and any communications in connection therewith, the Loan Parties, the Subsidiaries and their other respective Affiliates, on the one hand, and the Administrative Agent, the Canadian Administrative Agent, the Arrangers, the Co-Syndication Agents, the Co-Documentation Agents, the Lenders, the Issuing Banks and their Affiliates, on the other hand, will have a business relationship that does not create, by implication or otherwise, any fiduciary duty on the part of the Administrative Agent, the Canadian Administrative Agent, the Arrangers, the Co-Syndication Agents, the Co-Documentation Agents, the Lenders, the Issuing Banks or their Affiliates, and no such duty will be deemed to have arisen in connection with any such transactions or communications. The Administrative Agent, the Canadian Administrative Agent, the Arrangers, the Co-Syndication Agents, the Co-Documentation Agents, the Lenders, the Issuing Banks and their Affiliates may be engaged, for their own accounts or the accounts of customers, in a broad range of transactions that involve interests that differ from those of the Loan Parties, the Subsidiaries and their other respective Affiliates, and none of the Administrative Agent, the Canadian Administrative Agent, the Arrangers, the Co-Syndication Agents, the Co-Documentation Agents, the Lenders, the Issuing Banks or their Affiliates has any obligation to disclose any of such interests to the Loan Parties, the Subsidiaries or their other respective Affiliates. To the fullest extent permitted by law, each Loan Party hereby agrees not to assert any claims against the Administrative Agent, the Canadian Administrative Agent, the Arrangers, the Co-Syndication Agents, the Co-Documentation Agents, the Lenders, the Issuing Banks and their Affiliates based on any breach or alleged breach of agency or fiduciary duty in connection with any aspect of any transaction contemplated hereby.

SECTION 9.18 Intercreditor Agreement. The Lenders and the Issuing Banks acknowledge that the obligations of the U.S. Borrowers under the Term Credit Agreement are secured by Liens on assets of the U.S. Borrowers that constitute Collateral and that the relative Lien priority and other creditor rights of the Lender Parties hereunder and the secured parties under the Term Credit Agreement will be set forth in the Intercreditor Agreement. Each Lender and Issuing Bank hereby acknowledges that it has received a copy of the Intercreditor Agreement and the Intercreditor Acknowledgment. Each Lender and Issuing Bank hereby irrevocably (a) consents to the subordination of the Liens on the Term Priority Collateral securing the Secured Obligations on the terms set forth in the Intercreditor Agreement, (b) authorizes and directs the Administrative Agent to execute and deliver the Intercreditor Agreement, the Intercreditor Acknowledgment and any documents relating thereto, in each case on behalf of such Lender or Issuing Bank and without any further consent, authorization or other action by such Lender or Issuing Bank, (c) agrees that, upon the execution and delivery thereof, such Lender or Issuing Bank will be bound by the provisions of the Intercreditor Agreement as if it were a signatory thereto and will take no actions contrary to the provisions of the Intercreditor Agreement and (d) agrees that no Lender or Issuing Bank shall have any right of action whatsoever against the Administrative Agent as a result of any action taken by the Administrative Agent pursuant to this Section or in accordance with the terms of the Intercreditor Agreement. Each Lender and Issuing Bank hereby further irrevocably authorizes and directs the

Administrative Agent (i) to take such actions as shall be required to release Liens on the Collateral in accordance with the terms of the Intercreditor Agreement and (ii) to enter into such amendments, supplements or other modifications to the Intercreditor Agreement and the Intercreditor Acknowledgment in connection with any extension, renewal, refinancing or replacement of any Secured Obligations or the Term Credit Agreement as are reasonably acceptable to the Administrative Agent to give effect thereto, in each case on behalf of such Lender or Issuing Bank and without any further consent, authorization or other action by such Lender or Issuing Bank. The Administrative Agent shall have the benefit of the provisions of Article VIII with respect to all actions taken by it pursuant to this Section or in accordance with the terms of the Intercreditor Agreement to the full extent thereof. The foregoing provisions are intended as an inducement to the secured parties under the Term Credit Agreement to extend credit to the U.S. Borrowers and such secured parties are intended third party beneficiaries of such provisions.

SECTION 9.19 [Reserved.]

SECTION 9.20 Anti-Money Laundering Legislation.

(a) Each Loan Party acknowledges that, pursuant to the Proceeds of Crime Act and other applicable anti-money laundering, anti-terrorist financing, government sanction and “know your client” laws in each relevant jurisdiction (collectively, including any guidelines or orders thereunder, “AML Legislation”), the Administrative Agent, the Canadian Administrative Agent, the Lenders and the Issuing Banks may be required to obtain, verify and record information regarding the Loan Parties and their respective directors, authorized signing officers and the transactions contemplated hereby. Each Loan Party shall promptly provide all such information, including supporting documentation and other evidence, as may be reasonably requested by any Lender or any prospective assignee or participant of a Lender, any Issuing Bank, the Administrative Agent or the Canadian Administrative Agent, in order to comply with any applicable AML Legislation, whether now or hereafter in existence.

(b) If the Administrative Agent or Canadian Administrative Agent has ascertained the identity of any Loan Party or any authorized signatories of such Loan Party for the purposes of applicable AML Legislation, then the Administrative Agent or Canadian Administrative Agent:

(i) shall be deemed to have done so as an agent for each Issuing Bank and each Lender, and this Agreement shall constitute a “written agreement” in such regard between such Issuing Bank or such Lender and the Administrative Agent or Canadian Administrative Agent within the meaning of the applicable AML Legislation; and

(ii) shall provide to each Issuing Bank and each Lender copies of all information obtained in such regard without any representation or warranty as to its accuracy or completeness.

(c) Notwithstanding the preceding sentence and except as may otherwise be agreed in writing, each Lender and each Issuing Bank agrees that neither the Administrative Agent nor the Canadian Administrative Agent have any obligation to ascertain the identity of the Loan Parties or any authorized signatories of the Loan Parties on behalf of any Lender or Issuing Bank, or to confirm the completeness or accuracy of any information it obtains from any Loan Party or any such authorized signatory in doing so.

SECTION 9.21 Judgment Currency. If for the purpose of obtaining judgment in any court it is necessary to convert an amount due hereunder in the currency in which it is due (the “Original Currency”) into another currency (the “Second Currency”), the rate of exchange applied shall be that at which, in accordance with normal banking procedures, the Administrative Agent could purchase the Original Currency with the Second Currency on the date two (2) Business Days preceding that on which judgment is given. Each Loan Party agrees that its obligation in respect of any Original Currency due from it

hereunder shall, notwithstanding any judgment or payment in any Second Currency, be discharged only to the extent that, on the Business Day following the date the Administrative Agent receives payment of any sum so adjudged to be due hereunder in the Second Currency, the Administrative Agent may, in accordance with normal banking procedures, purchase, in the New York foreign exchange market, the Original Currency with the amount of the Second Currency so paid; and if the amount of the Original Currency so purchased, or that could have been so purchased, is less than the amount originally due in the Original Currency after any premium and costs of exchange payable in connection with such purchase, each Loan Party agrees as a separate obligation and notwithstanding any such payment or judgment to indemnify the Administrative Agent against such loss.

SECTION 9.22 Waiver of Immunity. To the extent that any Loan Party has, or hereafter may be entitled to claim or may acquire, for itself, any Collateral or other assets of the Loan Parties, any immunity (whether sovereign or otherwise) from suit, jurisdiction of any court or from any legal process (whether through service of notice, attachment prior to judgment, attachment in aid of execution or otherwise) with respect to itself, any Collateral or any other assets of the Loan Parties, such Loan Party hereby waives such immunity in respect of its obligations hereunder and under any promissory notes evidencing the Loans hereunder and any other Loan Document to the fullest extent permitted by applicable law and, without limiting the generality of the foregoing, agrees that the waivers set forth in this Section shall be effective to the fullest extent now or hereafter permitted under the Foreign Sovereign Immunities Act of 1976 (as amended, and together with any successor legislation) and are, and are intended to be, irrevocable for purposes thereof.

SECTION 9.23 Process Agent. Each Canadian Loan Party hereby irrevocably designates and appoints the Borrower Representative, in the case of any suit, action or proceeding brought in the United States as its designee, appointee and agent to receive, accept and acknowledge for and on its behalf, and in respect of its property, service of any and all legal process, summons, notices and documents that may be served in any action or proceeding arising out of or in connection with this Agreement or any other Loan Document. Such service may be made by mailing (by registered or certified mail, postage prepaid) or delivering a copy of such process to such Canadian Loan Party in care of the Borrower Representative at the Borrower Representative's address set forth in Section 9.01, and each such Canadian Loan Party hereby irrevocably authorizes and directs the Borrower Representative to accept such service on its behalf. As an alternative method of service, each Canadian Loan Party irrevocably consents to the service of any and all process in any such action or proceeding by the mailing (by registered or certified mail, postage prepaid) of copies of such process to the Borrower Representative or such Canadian Loan Party at its address specified in Section 9.01. Each Canadian Loan Party agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

SECTION 9.24 Acknowledgement and Consent to Bail-In. Notwithstanding anything to the contrary in any Loan Document or in any related agreement, arrangement or understanding among the parties hereto, each party hereto acknowledges that any liability of any party to any other party under or in connection with the Loan Documents may be subject to Bail-In Action by the relevant Resolution Authority and acknowledges and accepts to be bound by the effect of:

- (a) any Bail-In Action in relation to any such liability, including (without limitation):
 - (i) a reduction, in full or in part, in the principal amount, or outstanding amount due (including any accrued but unpaid interest) in respect of any such liability;
 - (ii) a conversion of all, or part of, any such liability into shares or other instruments of ownership that may be issued to, or conferred on, it; and

(iii) a cancellation of any such liability; and

(b) a variation of any term of any Loan Document to the extent necessary to give effect to any Bail-In Action in relation to any such liability.

ARTICLE X

Loan Guarantee

SECTION 10.01 Guarantee. Each Borrower and each other Loan Party hereby agrees that it is jointly and severally liable for, and absolutely, irrevocably and unconditionally guarantees to the Administrative Agent, the Canadian Administrative Agent, the Lenders, the Issuing Banks and the other Lender Parties the prompt payment and performance when due, whether at stated maturity, upon acceleration or otherwise, and at all times thereafter, of the Secured Obligations and all reasonable costs and expenses including, without limitation, all court costs and attorneys' and paralegals' fees and expenses paid or incurred by the Administrative Agent, the Issuing Banks and the Lenders in endeavoring to collect all or any part of the Secured Obligations from, or in prosecuting any action against, any Borrower, any Loan Guarantor or any other guarantor of all or any part of the Secured Obligations (such costs and expenses, together with the Secured Obligations, being collectively called the "Guaranteed Obligations"). Each Borrower and each other Loan Party further agrees that the Guaranteed Obligations may be extended or renewed in whole or in part without notice to or further assent from it, and that it remains bound upon its guarantee notwithstanding any such extension or renewal. All terms of this Guarantee apply to and may be enforced by or on behalf of any domestic or foreign branch or Affiliate of any Lender or Issuing Bank that extended any portion of the Guaranteed Obligations.

SECTION 10.02 Guarantee of Payment. This Guarantee is a Guarantee of payment and not of collection. Each Borrower and each other Loan Party waives any right to require the Administrative Agent, the Canadian Administrative Agent, any Issuing Bank, any Lender or any other Lender Party to sue any Borrower, any other Borrower, any other guarantor, or any other Person obligated for all or any part of the Guaranteed Obligations (each, a "Obligated Party"), or to enforce its rights against any collateral securing all or any part of the Guaranteed Obligations.

SECTION 10.03 No Discharge or Diminishment of Guarantee.

(a) Except as otherwise provided for herein, the obligations of each Borrower and each other Loan Party hereunder are unconditional and absolute and not subject to any reduction, limitation, impairment or termination for any reason (other than the payment in full in cash of the Guaranteed Obligations), including: (i) any claim of waiver, release, extension, renewal, settlement, surrender, alteration, or compromise of any of the Guaranteed Obligations, by operation of law or otherwise; (ii) any change in the corporate existence, structure or ownership of any Borrower or any other Loan Party or any other guarantor of or other Person liable for any of the Guaranteed Obligations; (iii) any insolvency, bankruptcy, reorganization or other similar proceeding affecting any Obligated Party or its assets or any resulting release or discharge of any obligation of any Obligated Party; or (iv) the existence of any claim, setoff or other right which any Borrower may have at any time against any Obligated Party, the Administrative Agent, the Canadian Administrative Agent, any Issuing Bank, any Lender, or any other Person, whether in connection herewith or in any unrelated transaction.

(b) The obligations of each Borrower and each other Loan Party hereunder are not subject to any defense or setoff, counterclaim, recoupment, or termination whatsoever by reason of the invalidity, illegality, or unenforceability of any of the Guaranteed Obligations or otherwise, or any provision of

applicable law or regulation purporting to prohibit payment by any Obligated Party, of the Guaranteed Obligations or any part thereof.

(c) Further, the obligations of any Borrower and each other Loan Party hereunder are not discharged or impaired or otherwise affected by: (i) the failure of the Administrative Agent, the Canadian Administrative Agent, any Issuing Bank, any Lender or any other Lender Party to assert any claim or demand or to enforce any remedy with respect to all or any part of the Guaranteed Obligations; (ii) any waiver or modification of or supplement to any provision of any agreement relating to the Guaranteed Obligations; (iii) any release, non-perfection or invalidity of any indirect or direct security for the obligations of any Borrower for all or any part of the Guaranteed Obligations or any obligations of any other guarantor of or other Person liable for any of the Guaranteed Obligations; (iv) any action or failure to act by the Administrative Agent, the Canadian Administrative Agent, any Issuing Bank, any Lender or any other Lender Party with respect to any collateral securing any part of the Guaranteed Obligations; or (v) any default, failure or delay, willful or otherwise, in the payment or performance of any of the Guaranteed Obligations, or any other circumstance, act, omission or delay that might in any manner or to any extent vary the risk of such Borrower, such other Loan Party or that would otherwise operate as a discharge of any Borrower as a matter of law or equity (other than the payment in full in cash of the Guaranteed Obligations).

SECTION 10.04 Defenses Waived. To the fullest extent permitted by applicable law, each Borrower and each other Loan Party hereby waives any defense based on or arising out of any defense of any Borrower or the unenforceability of all or any part of the Guaranteed Obligations from any cause, or the cessation from any cause of the liability of any Borrower or such other Loan Party, other than the payment in full in cash of the Guaranteed Obligations. Without limiting the generality of the foregoing, each Borrower and each other Loan Party irrevocably waives acceptance hereof, presentment, demand, protest and, to the fullest extent permitted by law, any notice not provided for herein, as well as any requirement that at any time any action be taken by any Person against any Obligated Party or any other Person. Each Borrower and each other Loan Party confirms that it is not a surety under any state law and shall not raise any such law as a defense to its obligations hereunder. The Administrative Agent may, at its election, foreclose on any Collateral held by it by one or more judicial or nonjudicial sales, accept an assignment of any such Collateral in lieu of foreclosure or otherwise act or fail to act with respect to any collateral securing all or a part of the Guaranteed Obligations, compromise or adjust any part of the Guaranteed Obligations, make any other accommodation with any Obligated Party or exercise any other right or remedy available to it against any Obligated Party, without affecting or impairing in any way the liability of such Borrower or such other Loan Party under this Guarantee except to the extent the Guaranteed Obligations have been fully and paid in cash. To the fullest extent permitted by applicable law, each Borrower and each other Loan Party waives any defense arising out of any such election even though that election may operate, pursuant to applicable law, to impair or extinguish any right of reimbursement or subrogation or other right or remedy of any Borrower or of any other Loan Party against any Obligated Party or any security.

SECTION 10.05 Rights of Subrogation. No Loan Party will assert any right, claim or cause of action, including, without limitation, a claim of subrogation, contribution or indemnification that it has against any Obligated Party, or any Collateral, until the Loan Parties have fully performed all their obligations to the Administrative Agent, the Canadian Administrative Agent, the Issuing Banks, the Lenders and the other Lender Parties.

SECTION 10.06 Reinstatement; Stay of Acceleration. If at any time any payment of any portion of the Guaranteed Obligations is rescinded or must otherwise be restored or returned upon the insolvency, bankruptcy or reorganization of any Borrower, any other Loan Party or otherwise, such Borrower's and such other Loan Party's obligations under this Guarantee with respect to that payment shall be reinstated at such time as though the payment had not been made and whether or not the Administrative Agent, the

Canadian Administrative Agent, the Issuing Banks, the Lenders or the other Lender Parties are in possession of this Guarantee. If acceleration of the time for payment of any of the Guaranteed Obligations is stayed upon the insolvency, bankruptcy or reorganization of any Borrower or any other Loan Party, all such amounts otherwise subject to acceleration under the terms of any agreement relating to the Guaranteed Obligations shall nonetheless be payable by the Borrowers forthwith on demand by the Administrative Agent.

SECTION 10.07 Information. Each Borrower and each other Loan Party assumes all responsibility for being and keeping itself informed of the other Borrowers' financial condition and assets, and of all other circumstances bearing upon the risk of nonpayment of the Guaranteed Obligations and the nature, scope and extent of the risks that each Borrower assumes and incurs under this Guarantee, and agrees that none of the Administrative Agent, any Issuing Bank or any Lender shall have any duty to advise any Borrower of information known to it regarding those circumstances or risks.

SECTION 10.08 Taxes. The provisions of Section 2.17 shall apply mutatis mutandis to all payments by the Borrowers of the Guaranteed Obligations.

SECTION 10.09 Maximum Liability. The provisions of this Guarantee are severable, and in any action or proceeding involving any state corporate law, or any state, federal or foreign bankruptcy, insolvency, reorganization or other law affecting the rights of creditors generally, if the obligations of any Borrower under this Guarantee would otherwise be held or determined to be avoidable, invalid or unenforceable on account of the amount of such Borrower's liability under this Guarantee, then, notwithstanding any other provision of this Guarantee to the contrary, the amount of such liability shall, without any further action by the Borrower or the Lenders, be automatically limited and reduced to the highest amount that is valid and enforceable as determined in such action or proceeding (such highest amount determined hereunder being the relevant Borrower's "Maximum Liability"). This Section with respect to the Maximum Liability of each Borrower is intended solely to preserve the rights of the Lenders to the maximum extent not subject to avoidance under applicable law, and no Borrower nor any other Person or entity shall have any right or claim under this Section with respect to such Maximum Liability, except to the extent necessary so that the obligations of any Borrower hereunder shall not be rendered voidable under applicable law. Each Borrower agrees that the Guaranteed Obligations may at any time and from time to time exceed the Maximum Liability of each Borrower without impairing this Guarantee or affecting the rights and remedies of the Lenders hereunder; provided that nothing in this sentence shall be construed to increase any Borrower's obligations hereunder beyond its Maximum Liability.

SECTION 10.10 Contribution. In the event any Borrower (a "Paying Borrower") shall make any payment or payments under this Guarantee or shall suffer any loss as a result of any realization upon any collateral granted by it to secure its obligations under this Guarantee, each other Borrower (each a "Non-Paying Borrower") shall contribute to such Paying Borrower an amount equal to such Non-Paying Borrower's Applicable Share of such payment or payments made, or losses suffered, by such Paying Borrower. For purposes of this Section, each Non-Paying Borrower's "Applicable Share" with respect to any such payment or loss by a Paying Borrower shall be determined as of the date on which such payment or loss was made by reference to the ratio of (a) such Non-Paying Borrower's Maximum Liability as of such date (without giving effect to any right to receive, or obligation to make, any contribution hereunder) or, if such Non-Paying Borrower's Maximum Liability has not been determined, the aggregate amount of all monies received by such Non-Paying Borrower from the other Borrowers after the Effective Date (whether by loan, capital infusion or by other means) to (b) the aggregate Maximum Liability of all Borrowers hereunder (including such Paying Borrower) as of such date (without giving effect to any right to receive, or obligation to make, any contribution hereunder), or to the extent that a Maximum Liability has not been determined for any Borrower, the aggregate amount of all monies received by such Borrowers from the other Borrowers after the Effective Date (whether by loan, capital infusion or by other means).

Nothing in this provision shall affect any Borrower's several liability for the entire amount of the Guaranteed Obligations (up to such Borrower's Maximum Liability). Each of the Borrowers covenants and agrees that its right to receive any contribution under this Guarantee from a Non-Paying Borrower shall be subordinate and junior in right of payment to the payment in full in cash of the Guaranteed Obligations. This provision is for the benefit of both the Administrative Agent, the Canadian Administrative Agent, the Issuing Banks, the Lenders and the Borrowers and may be enforced by any one, or more, or all of them in accordance with the terms hereof.

SECTION 10.11 Liability Cumulative. The liability of each Borrower and each other Loan Party under this Article X is in addition to and shall be cumulative with all other liabilities of each Borrower and each other Loan Party to the Administrative Agent, the Canadian Administrative Agent, the Issuing Banks and the Lenders under this Agreement and the other Loan Documents to which such Borrower or such other Loan Party is a party or in respect of any obligations or liabilities of the other Borrowers or other Loan Parties, without any limitation as to amount, unless the instrument or agreement evidencing or creating such other liability specifically provides to the contrary.

ARTICLE XI

[Reserved.]

ARTICLE XII

The Borrower Representative

SECTION 12.01 Appointment; Nature of Relationship. The Company is hereby appointed by each of the Borrowers as its contractual representative (herein referred to as the "Borrower Representative") hereunder and under each other Loan Document, and each of the Borrowers irrevocably authorizes the Borrower Representative to act as the contractual representative of such Borrower with the rights and duties expressly set forth herein and in the other Loan Documents. The Borrower Representative agrees to act as such contractual representative upon the express conditions contained in this Article XII. Additionally, the Borrowers hereby appoint the Borrower Representative as their agent to receive all of the proceeds of the Loans in the Funding Account(s), at which time the Borrower Representative shall promptly disburse such Loans to the appropriate Borrower. The Administrative Agent, the Canadian Administrative Agent, the Issuing Banks and the Lenders, and their respective Related Parties, shall not be liable to the Borrower Representative or any Borrower for any action taken or omitted to be taken by the Borrower Representative or the Borrowers pursuant to this Section.

SECTION 12.02 Powers. The Borrower Representative shall have and may exercise such powers under the Loan Documents as are specifically delegated to the Borrower Representative by the terms of each thereof, together with such powers as are reasonably incidental thereto. The Borrower Representative shall have no implied duties to the Borrowers, or any obligation to the Lenders to take any action thereunder except any action specifically provided by the Loan Documents to be taken by the Borrower Representative.

SECTION 12.03 Employment of Agents. The Borrower Representative may execute any of its duties as the Borrower Representative hereunder and under any other Loan Document by or through authorized officers.

SECTION 12.04 Notices. Each Borrower shall immediately notify the Borrower Representative of the occurrence of any Default hereunder referring to this Agreement describing such Default and stating that such notice is a "notice of default." In the event that the Borrower Representative

receives such a notice, the Borrower Representative shall give prompt notice thereof to the Administrative Agent and the Lenders. Any notice provided to the Borrower Representative hereunder shall constitute notice to each Borrower on the date received by the Borrower Representative.

SECTION 12.05 Successor Borrower Representative. Upon the prior written consent of the Administrative Agent, the Borrower Representative may resign at any time, such resignation to be effective upon the appointment of a successor Borrower Representative. The Administrative Agent shall give prompt written notice of such resignation to the Lenders.

SECTION 12.06 Execution of Loan Documents; Borrowing Base Certificate. The Borrowers hereby empower and authorize the Borrower Representative, on behalf of the Borrowers, to execute and deliver to the Administrative Agent, the Canadian Administrative Agent and the Lenders the Loan Documents and all related agreements, certificates, documents, or instruments as shall be necessary or appropriate to effect the purposes of the Loan Documents, including without limitation, the Borrowing Base Certificates and the Compliance Certificates. Each Borrower agrees that any action taken by the Borrower Representative or the Borrowers in accordance with the terms of this Agreement or the other Loan Documents, and the exercise by the Borrower Representative of its powers set forth therein or herein, together with such other powers that are reasonably incidental thereto, shall be binding upon all of the Borrowers.

SECTION 12.07 Reporting. Each Borrower hereby agrees that such Borrower shall furnish promptly after each fiscal month to the Borrower Representative any certificate or report requested by the Borrower Representative, on which the Borrower Representative shall rely to prepare the Borrowing Base Certificates and Compliance Certificates required pursuant to the provisions of this Agreement.

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Schedule 5.21
Required Milestones

The Loan Parties shall use their reasonable best efforts to pursue and implement the Restructuring Transactions as defined in, and in accordance with, the RSA and shall, as such time periods may be extended by the Required Lenders, achieve the following milestones, all in form and substance satisfactory to the Administrative Agent:

(a) on or before five (5) days after the Petition Date, the Court shall have entered the Interim Order;

(b) on or before ten (10) days after the Petition Date, the Loan Parties shall file with the Court a motion to seeking to implement procedures for store closings;

(c) on or before ten (10) Business Days after the Petition Date, the Loan Parties shall file with the Court a motion to requesting an order of the Court extending the lease assumption/rejection period such that the lease assumption/rejection period shall be two hundred and ten (210) days from the Petition Date;

(d) on or before fourteen (14) days after the Petition Date, the Loan Parties shall have delivered to the Administrative Agent a plan for optimization of the leased property portfolio and real estate portfolio (the "Lease Optimization Plan");

(e) on or before fifteen (15) days after the Petition Date, the Loan Parties shall file with the Court an Acceptable Plan and a disclosure statement with respect to such Acceptable Plan (the "Disclosure Statement"); provided, that the Loan Parties' compliance with this milestone shall not be affected by technical and immaterial changes and other changes, modifications and supplements to such Acceptable Plan and Disclosure Statement that are reasonably acceptable to the Administrative Agent and Required Lenders filed with the Court subsequent to the original filing of such Acceptable Plan and Disclosure Statement;

(f) on or before thirty-five (35) days after the Petition Date, the Court shall have entered the Final Order;

(g) on or before forty (40) days after the Petition Date, the Court shall have entered an order implementing procedures for store closings;

(h) on or before fifty (50) days after the Petition Date, the Court shall have entered an order extending the lease assumption/rejection period such that the lease assumption/rejection period shall be two hundred and ten (210) days from the Petition Date;

(i) on or before seventy (70) days after the Petition Date, the Court shall have entered an order approving the Disclosure Statement;

(j) on or before seventy (70) days after the Petition Date, the Loan Parties shall have achieved results/outcome of the implementation of the Lease Optimization Plan acceptable to the Administrative Agent;

(k) on or before seventy-five (75) days after the Petition Date, unless the Court shall have entered an order approving the Disclosure Statement on or before seventy (70) days after the Petition Date, the Loan Parties shall have (i) delivered bid packages to liquidators with respect to the liquidation of all or substantially all of the assets of the Loan Parties based on a fee and equity basis, which bid packages shall include a request for bids to be received by the Loan Parties within five days and (ii) provided the Administrative Agent and the Lenders with the names of such prospective liquidators;

(l) on or before one hundred and five (105) days after the Petition Date, the Court shall have entered the Confirmation Order; and

(m) on or before one hundred and twenty (120) days after the Petition Date, the Acceptable Plan shall be effective and the Debtors shall have emerged from the Cases.

Exhibit 2

Initial Budget

Tailored Brands, Inc.

DIP Detail

Week Ending Period Week # (\$ in 000s)	Q3 2020													13 Week CF
	8/8	8/15	8/22	8/29	9/5	9/12	9/19	9/26	10/3	10/10	10/17	10/24	10/31	Total
	M7W1	M7W2	M7W3	M7W4	M8W1	M8W2	M8W3	M8W4	M8W5	M9W1	M3W2	M9W3	M9W4	M7W1-M9W4
	27	28	29	30	31	32	33	34	35	36	37	38	39	27-39
	Forecast	Forecast	Forecast	Forecast	Forecast	Forecast	Forecast	Forecast	Forecast	Forecast	Forecast	Forecast	Forecast	Forecast
BEGINNING CASH BALANCE (Bank)	\$ 100,356	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 100,356
RECEIPTS														
Operating Receipts	21,698	26,014	26,881	27,729	30,546	33,098	33,501	36,621	36,952	37,811	39,294	38,403	41,334	429,883
Other	800	-	-	468	1,545	10,450	-	-	2,375	-	-	-	11,802	27,439
Total Receipts	22,498	26,014	26,881	28,197	32,091	43,548	33,501	36,621	39,327	37,811	39,294	38,403	53,136	457,322
DISBURSEMENTS														
Payroll & Benefits	(11,192)	(4,564)	(12,714)	(4,448)	(10,657)	(4,769)	(11,195)	(6,320)	(11,474)	(5,060)	(11,659)	(7,309)	(11,456)	(112,818)
Merchandise	-	(7,231)	(3,615)	(3,615)	(11,004)	(11,004)	(11,004)	(11,004)	(10,684)	(6,608)	(6,608)	(6,608)	(6,608)	(95,593)
Rent (incl. Property Taxes)	-	-	-	-	(19,762)	-	-	-	(19,762)	-	-	-	-	(39,525)
Rental / Custom Deposit Refunds	(3,000)	(3,500)	(3,500)	(3,500)	(3,500)	(3,500)	(1,500)	-	-	-	-	-	-	(22,000)
Marketing & Advertising	-	(4,755)	(432)	(432)	(4,018)	(799)	(799)	(799)	(734)	(6,902)	(758)	(758)	(758)	(21,943)
Utilities/Telecom	-	(1,763)	(882)	(2,632)	(735)	(735)	(735)	(851)	(2,117)	(836)	(836)	(836)	(836)	(13,793)
Freight/Parcel & US Customs	-	(2,094)	(1,112)	(1,264)	(1,165)	(1,276)	(933)	(974)	(928)	(948)	(993)	(956)	(938)	(13,580)
Capex & Rental Product	-	(583)	(542)	(542)	(1,015)	(1,339)	(1,339)	(1,339)	(1,265)	(592)	(592)	(592)	(592)	(10,329)
Sales & Use Tax	(37)	(863)	(5,608)	-	(47)	(1,101)	(7,877)	-	-	-	(12,740)	-	-	(28,274)
Other Operating Disbursements	(1,000)	(1,000)	(1,000)	(1,500)	(6,570)	(1,000)	(1,000)	(1,000)	(1,500)	(1,286)	(1,000)	(1,000)	(1,500)	(20,356)
Total Disbursements	(15,229)	(26,352)	(29,405)	(17,933)	(58,474)	(25,523)	(36,382)	(22,288)	(48,464)	(22,231)	(35,186)	(18,058)	(22,688)	(378,211)
OPERATING CASH FLOW	7,269	(338)	(2,524)	10,264	(26,383)	18,025	(2,881)	14,334	(9,137)	15,580	4,109	20,345	30,448	79,111
Total Financing & Debt Service	(4,767)	-	-	-	(4,697)	-	-	-	(5,031)	-	-	-	-	(14,495)
Release of Restricted Cash	8,991	-	-	-	35,964	-	-	-	-	17,982	-	-	-	62,938
Total Net Baseline Cash Flow	11,494	(338)	(2,524)	10,264	4,885	18,025	(2,881)	14,334	(14,168)	33,562	4,109	20,345	30,448	127,554
Restructuring Professional Fees	-	-	-	-	(9,218)	-	-	-	-	(7,226)	-	-	-	(16,444)
Restructuring Other	(6,853)	(2,103)	(12,357)	(8,857)	(4,700)	(13,774)	(4,700)	(4,700)	-	(3,565)	-	-	(261)	(61,870)
TOTAL NET CASH FLOW	4,641	(2,441)	(14,882)	1,407	(9,033)	4,251	(7,581)	9,634	(14,168)	22,772	4,109	20,345	30,187	49,240
DIP Borrowings / (Paydown)	(94,996)	2,441	14,882	(1,407)	9,033	(4,251)	7,581	(9,634)	14,168	(22,772)	(4,109)	(20,345)	(30,187)	(139,596)
ENDING CASH BALANCE	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000
Liquidity Overview														
Borrowing Base	439,861	438,877	437,414	435,255	444,590	442,095	438,351	430,648	423,496	425,528	417,927	409,722	400,146	400,146
Drawn Revolver - Ending	(280,004)	(282,444)	(297,326)	(295,919)	(304,952)	(300,701)	(308,282)	(298,649)	(312,816)	(290,045)	(285,936)	(265,591)	(235,404)	(235,404)
LC's	(22,944)	(22,944)	(22,944)	(22,944)	(22,944)	(22,944)	(22,944)	(22,944)	(22,944)	(22,944)	(22,944)	(22,944)	(22,944)	(22,944)
Total Availability	136,913	133,488	117,144	116,392	116,693	118,449	107,124	109,055	87,735	112,539	109,047	121,186	141,797	141,797
TOTAL LIQUIDITY	\$ 146,913	\$ 143,488	\$ 127,144	\$ 126,392	\$ 126,693	\$ 128,449	\$ 117,124	\$ 119,055	\$ 97,735	\$ 122,539	\$ 119,047	\$ 131,186	\$ 151,797	\$ 151,797

Exhibit 3

Cash Collateral Termination Events

1. Any Event of Default (as defined in the DIP ABL Facility) has occurred and is continuing under the DIP ABL Facility.
2. The failure by the Debtors to comply with any material provision of the Interim Order or the Final Order.
3. The appointment of a trustee or an examiner with expanded powers.
4. The conversion or dismissal of any of the Cases.
5. The entry of an order reversing, staying, vacating, or otherwise modifying in any material respect the Interim Order or the Final Order, or the Interim Order or Final Order shall otherwise cease to be in full force or effect.
6. The Debtors' filing of an application, motion, or other pleading seeking to amend, modify, supplement or extend the Interim Order or the Final Order without the consent of the Requisite Prepetition Term Loan Lenders.
7. The Debtors' filing of an application, motion or other pleading seeking authorization to obtain post-petition financing without the consent of the Requisite Prepetition Term Loan Lenders.
8. The entry of an order approving post-petition financing that is not acceptable to the Requisite Prepetition Term Loan Lenders.
9. The Debtors take any action against any of the Prepetition Term Loan Parties challenging the validity, enforceability, perfection, or priority of their liens or claims.
10. The termination of the RSA, or the RSA otherwise ceases to be in full force and effect.
11. In respect of the Budget, (i) actual aggregate operating cash receipts for any Four Week Period shall be less than 90% of aggregate budgeted cash receipts for any such Four Week Period or (ii) the actual aggregate cash disbursements (excluding professional fees) for any Four Week Period shall be greater than 110% of the budgeted aggregate cash disbursements for any such Four Week Period; provided, that any variance from a prior period as tested against a cumulative budget shall carry forward in the succeeding Four Week Period for purposes of the Budget.
12. Any default arises under any material prepetition indebtedness of the Debtors that is not stayed by the automatic stay in these Cases.
13. Any motion is filed seeking to terminate any Debtor's exclusive right to file a chapter 11 plan (unless actively contested by the Debtors), or the expiration of any Debtor's exclusive right to file a chapter 11 plan.

14. The payment of, or application by the Debtors for authority to pay, any prepetition claim unless (i) in accordance with the Budget, and (ii) with the consent of the Requisite Prepetition Term Loan Lenders, which consent shall be deemed to have been provided with respect to relief set forth in the “first day” and “second day” orders.
15. The Debtors shall have entered into, or made any payment in respect of, any critical vendor agreements or otherwise entered into the agreement to pay, or made on a postpetition basis, any payment in respect of critical vendor trade obligations, in each instance for an amount in excess of \$100,000 to any one vendor (in one or multiple payments), except with the written consent of the Requisite Prepetition Term Loan Lenders.
16. The existence of any claim or charges, or the entry of any order of the Court authorizing any claims or charges, entitled to superpriority administrative expense claim status in any of the Cases pursuant to section 364(c)(1) of the Bankruptcy Code *pari passu* with or senior to the claims of the Prepetition Term Loan Parties under the Interim Order or the Final Order, or there shall arise or be granted by the Court (i) any claim having priority over any or all administrative expenses of the kind specified in clause (b) of section 503 or clause (b) of section 507 of the Bankruptcy Code or (ii) any lien on the Prepetition Collateral having a priority senior to or *pari passu* with the liens and security interests granted to the Prepetition Term Loan Parties under the Interim Order or the Final Order, except as provided in the Interim Order or the Final Order.
17. The automatic stay shall be modified, reversed, revoked or vacated in a manner that has a material adverse impact on the rights and interests of the Prepetition Term Loan Parties.
18. The Debtors (A) shall have filed a motion with the Court seeking entry of an order avoiding, disallowing, subordinating or recharacterizing any claim, lien or interest held by any Prepetition Secured Party arising under the Prepetition Term Loan Documents, or (B) shall fail to contest any Challenge filed by a third party (including any Committee), unless, in either case, the Prepetition Term Loan Agent has consented to such motion.
19. The failure to satisfy any of the following milestones (which milestones may be extended by the written consent of the Requisite Prepetition Term Loan Lenders):
 - a. Entry of Interim Order that is acceptable to the Requisite Prepetition Term Loan Lenders: 5 days after the Petition Date.
 - b. Debtors to file a motion (acceptable to the Requisite Prepetition Term Loan Lenders) seeking to extend the lease assumption/rejection period to 210 days: 10 days after the Petition Date.
 - c. Debtors to file a motion (acceptable to the Requisite Prepetition Term Loan Lenders) seeking to implement procedures for store closings: 10 days after the Petition Date.

- d. Delivery to the Term Loan Advisors of a plan for optimization of the leased property portfolio and real estate portfolio that is acceptable to the Requisite Prepetition Term Loan Lenders (the “Lease Optimization Plan”): 14 days after the Petition Date.
- e. Filing of a plan of reorganization that is acceptable to the Requisite Prepetition Term Loan Lenders (an “Acceptable Plan”) and disclosure statement with respect to the Acceptable Plan (the “Disclosure Statement”) with the Court: 15 days after the Petition Date; provided, that the Debtors’ compliance with this milestone shall not be affected by technical and immaterial changes and other changes, modifications and supplements to such Acceptable Plan and Disclosure Statement that are reasonably acceptable to the Requisite Prepetition Term Loan Lenders filed with the Court subsequent to the original filing of such Acceptable Plan and Disclosure Statement.
- f. Entry of Final Order that is acceptable to the Requisite Prepetition Term Loan Lenders: 40 days after the Petition Date.
- g. Entry of an order that is acceptable to the Requisite Prepetition Term Loan Lenders implementing procedures for store closings: 40 days after the Petition Date.
- h. Entry of an order that is acceptable to the Requisite Prepetition Term Loan Lenders extending the lease assumption/rejection period to 210 days: 50 days after the Petition Date.
- i. Entry by the Court of an order approving the Disclosure Statement that is acceptable to the Requisite Prepetition Term Loan Lenders: 70 days after the Petition Date.
- j. Results/outcome of implementation of Lease Optimization Plan to be acceptable to the Requisite Prepetition Term Loan Lenders: 70 days after the Petition Date.
- k. Entry by Court of an order (acceptable to the Requisite Prepetition Term Loan Lenders) confirming an Acceptable Plan (the “Confirmation Order”): 105 days after the Petition Date.
- l. Consummation of the Acceptable Plan: 120 days after the Petition Date.

Exhibit 4
Required Milestones

The Debtors shall use their reasonable best efforts to pursue and implement the Restructuring Transactions as defined in, and in accordance with, the RSA and shall, as such time periods may be extended by the Required Lenders, achieve the following milestones, all in form and substance satisfactory to the DIP Agent:

- (a) on or before five (5) days after the Petition Date, the Court shall have entered the Interim Order;
- (b) on or before ten (10) days after the Petition Date, the Debtors shall file with the Court a motion to seeking to implement procedures for store closings;
- (c) on or before ten (10) Business Days after the Petition Date, the Debtors shall file with the Court a motion to requesting an order of the Court extending the lease assumption/rejection period such that the lease assumption/rejection period shall be two hundred and ten (210) days from the Petition Date;
- (d) on or before fourteen (14) days after the Petition Date, the Debtors shall have delivered to the DIP Agent a plan for optimization of the leased property portfolio and real estate portfolio (the “Lease Optimization Plan”);
- (e) on or before fifteen (15) days after the Petition Date, the Debtors shall file with the Court an Acceptable Plan (as defined in the DIP ABL Credit Agreement) and a disclosure statement with respect to such Acceptable Plan (the “Disclosure Statement”); provided, that the Debtors’ compliance with this milestone shall not be affected by technical and immaterial changes and other changes, modifications and supplements to such Acceptable Plan and Disclosure Statement that are reasonably acceptable to the Administrative Agent and Required Lenders filed with the Court subsequent to the original filing of such Acceptable Plan and Disclosure Statement;
- (f) on or before thirty-five (35) days after the Petition Date, the Court shall have entered the Final Order;
- (g) on or before forty (40) days after the Petition Date, the Court shall have entered an order implementing procedures for store closings;
- (h) on or before fifty (50) days after the Petition Date, the Court shall have entered an order extending the lease assumption/rejection period such that the lease assumption/rejection period shall be two hundred and ten (210) days from the Petition Date;
- (i) on or before seventy (70) days after the Petition Date, the Debtors shall have achieved results/outcome of the implementation of Lease Optimization Plan acceptable to the DIP Agent;

- (j) on or before seventy (70) days after the Petition Date, the Court shall have entered an order approving the Disclosure Statement;
- (k) on or before seventy-five (75) days after the Petition Date, unless the Court shall have entered an order approving the Disclosure Statement on or before seventy (70) days after the Petition Date, the Debtors shall have (i) delivered bid packages to liquidators with respect to the liquidation of all or substantially all of the assets of the Debtors based on a fee and equity basis, which bid packages shall include a request for bids to be received by the Debtors within five days and (ii) provided the DIP Agent and the DIP Lenders with the names of such prospective liquidators;
- (l) on or before one hundred-and-five (105) days after the Petition Date, the Court shall have entered the Confirmation Order (the Milestones set forth in paragraphs (j), (k), (l) and (m), collectively, the “Sale Milestones”); and
- (m) on or before one hundred and twenty (120) days after the Petition Date, the Acceptable Plan shall be effective and the Debtors shall have emerged from the Cases.

TAB X

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 Stay, (VI) Scheduling a Final Hearing, and (VII) Granting Related Relief



ENTERED
08/03/2020

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

In re:

TAILORED BRANDS, INC., *et al.*,¹

Debtors.

)
) Chapter 11
)
) Case No. 20-33900 (MI)
)
) (Joint Administration Requested)
) (Emergency Hearing Requested)

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 STAY, (VI) SCHEDULING A FINAL HEARING, AND (VII) GRANTING RELATED RELIEF

Upon the motion (the “DIP Motion”)² of Tailored Brands, Inc. (the “Parent”), The Men’s Wearhouse, Inc. (the “Lead Borrower”), certain subsidiaries, and Moores the Suit People Corp. (the “Canadian Borrower” or “Canadian Debtor”), each as a debtor and debtor in possession (collectively, with the Parent and the Lead Borrower, the “Debtors”) in the above-captioned chapter 11 cases (collectively, the “Cases”), seeking entry of an order (this “Interim Order”) pursuant to sections 105, 361, 362, 363, 364(c)(1), 364(c)(2), 364(c)(3), 364(d), 364(e), and 507 of chapter 11 of title 11 of the United States Code (the “Bankruptcy Code”), Rules 2002, 4001, 6004, and 9014 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”) and

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 herein but not otherwise defined shall have the meanings ascribed to such terms in the DIP Motion, the DIP ABL Credit Agreement, or the Prepetition Term Loan Documents, as applicable.

Rules 1075-1, 4002-1 and 9013-1 of the Local Rules of Bankruptcy Practice and Procedure for the Southern District of Texas (the “Local Rules”) *inter alia*:

(i) authorizing the Debtors to obtain senior secured postpetition financing on a superpriority basis consisting of a senior secured superpriority revolving credit facility in the aggregate principal amount of up to \$500,000,000 (the “DIP ABL Facility,” and all amounts extended under the DIP ABL Facility, the “DIP ABL Loans”), pursuant to the terms and conditions of that certain *Senior Secured, Super-Priority Debtor-In-Possession Credit Agreement* (as the same may be amended, restated, supplemented, waived or otherwise modified from time to time, the “DIP ABL Credit Agreement”), by and among the Parent, the Lead Borrower, the Canadian Borrower, the U.S. Subsidiary Borrowers (as defined in the DIP ABL Credit Agreement, the “U.S. Subsidiary Borrowers” and, together with Parent, the Lead Borrower and the Canadian Borrower, the “Borrowers”) from time to time party thereto, the Canadian Guarantors (as defined in the DIP ABL Credit Agreement) from time to time party thereto, JPMorgan Chase Bank, N.A., as administrative agent and collateral agent (in such capacities, the “DIP Agent” and, through its Canada branch, the “Canadian DIP Agent”) for and on behalf of itself and the other lenders party thereto (collectively, including the DIP Agent, the “DIP Lenders,” and the DIP Lenders, the Canadian DIP Agent and the DIP Agent, and the other Lender Parties (as defined in the DIP Credit Agreement), together, the “DIP Secured Parties”), substantially in the form of **Exhibit 1**, attached hereto;³

(ii) authorizing the Debtors to execute and deliver the DIP ABL Credit Agreement and any other agreements, instruments, pledge agreements, guarantees, control agreements and

³ Upon entry of this Interim Order, the Prepetition ABL Obligations (as defined below) shall be refinanced by the DIP ABL Loans, and any remaining Prepetition ABL Obligations shall constitute DIP Obligations.

other Loan Documents (as defined in the DIP ABL Credit Agreement) and documents related thereto (including any security agreements, mortgages, intellectual property security agreements, control agreements, or notes) (as amended, restated, supplemented, waived, and/or modified from time to time, and collectively, with the DIP ABL Credit Agreement, the “DIP Documents”) and to perform such other acts as may be necessary or desirable in connection with the DIP Documents;

(iii) granting the DIP ABL Facility and all obligations owing thereunder and under, or secured by, the DIP Documents to the DIP Secured Parties (collectively, and including all “Obligations” as described in the DIP ABL Credit Agreement, the “DIP Obligations”) allowed superpriority administrative expense claim status in each of the Cases and any Successor Cases (as defined herein);

(iv) granting to the DIP Agent, for the benefit of itself and the DIP Lenders and the other Lender Parties (as defined in the DIP ABL Credit Agreement) under the applicable DIP Documents automatically perfected security interests in and liens on all of the DIP Collateral (as defined herein), including, without limitation, all property constituting “Cash Collateral” as defined in section 363(a) of the Bankruptcy Code (“Cash Collateral”), which liens shall be subject to the priorities set forth herein;

(v) authorizing and directing the Debtors to pay the principal, interest, fees, expenses and other amounts payable under the DIP Documents as such become earned, due and payable, including, without limitation, letter of credit fees (including issuance and other related charges), continuing commitment fees, closing fees, audit fees, appraisal fees, valuation fees, liquidator fees, structuring fees, arrangement fees, upfront fees, administrative agent’s fees, the reasonable fees and disbursements of the DIP Agent’s attorneys, advisors, accountants and other consultants, all to the extent provided in, and in accordance with, the DIP Documents;

(vi) authorizing the Debtors to use, on the terms described herein, the Prepetition Collateral (as defined herein), including the Cash Collateral of the Prepetition ABL Parties under the Prepetition ABL Documents and the Prepetition Term Loan Parties under the Prepetition Term Loan Documents (each as defined herein);

(vii) providing adequate protection to the Prepetition ABL Parties and Prepetition Term Loan Parties for any diminution in value of their interests in the Prepetition Collateral, including Cash Collateral, for any reason provided for under the Bankruptcy Code, including the imposition of the automatic stay, the Debtors' use, sale, or lease of the Prepetition Collateral, including Cash Collateral, and the priming of their respective interests in the Prepetition Collateral (including by the Carve Out) pursuant to the terms and conditions set forth herein ("Diminution in Value");

(viii) vacating and modifying the automatic stay imposed by section 362 of the Bankruptcy Code to the extent necessary to implement and effectuate the terms and provisions of the DIP Documents and this Interim Order; and

(ix) scheduling a final hearing (the "Final Hearing") to consider the relief requested in the DIP Motion on a final basis and approving the form of notice with respect to the Final Hearing.

The Court having considered the DIP Motion, the exhibits attached thereto, the *Declaration of Holly Etlin in Support of Debtors' Emergency Motion for Entry of Interim and Final Orders (I) Authorizing the Debtors to Obtain Postpetition Financing, (II) Authorizing the Debtors to Use Cash Collateral, (III) Authorizing the Debtors to Obtain Exit Financing, (IV) Granting Liens and Providing Superpriority Administrative Expense Status, (V) Granting Adequate Protection to the Prepetition Secured Parties, (VI) Modifying the Automatic Stay, (VII) Scheduling a Final Hearing,*

and (VII) Granting Related Relief (the “Etlin Declaration”) and the Declaration of Jamie Baird in Support of Debtors’ Emergency Motion for Entry of Interim and Final Orders (I) Authorizing the Debtors to Obtain Postpetition Financing, (II) Authorizing the Debtors to Use Cash Collateral, (III) Authorizing the Debtors to Obtain Exit Financing, (IV) Granting Liens and Providing Superpriority Administrative Expense Status, (V) Granting Adequate Protection to the Prepetition Secured Parties, (VI) Modifying the Automatic Stay, (VII) Scheduling a Final Hearing, and (VII) Granting Related Relief (the “Baird Declaration,” and together with the Etlin Declaration, the “DIP Declarations”), 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”), the DIP Documents, and the evidence submitted and argument made at the interim hearing held on August 3, 2020 (the “Interim Hearing”); and notice of the Interim Hearing having been given in accordance with Bankruptcy Rules 2002, 4001(b), (c) and (d), and all applicable Local Rules; and the Interim Hearing having been held and concluded; and all objections, if any, to the interim relief requested in the DIP Motion having been withdrawn, resolved or overruled by the Court; and it appearing that approval of the interim relief requested in the DIP Motion is necessary to avoid immediate and irreparable harm to the Debtors and their estates pending the Final Hearing, and otherwise is fair and reasonable and in the best interests of the Debtors, their estates, and all parties in interest, and is essential for the continued operation of the Debtors’ businesses and the maximization of the value of the Debtors’ assets; and it appearing that the Debtors’ entry into the DIP ABL Credit Agreement is a sound and prudent exercise of the Debtors’ business judgment; and after due deliberation and consideration, and good and sufficient cause appearing therefor;

BASED UPON THE RECORD ESTABLISHED AT THE INTERIM HEARING, THE COURT MAKES THE FOLLOWING FINDINGS OF FACT AND CONCLUSIONS OF LAW:⁴

A. **Petition Date.** On August 2, 2020 (the “Petition Date”), each of the Debtors filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code with the United States Bankruptcy Court for the Southern District of Texas (the “Court”).

B. **Debtors in Possession.** The Debtors have continued in the management and operation of their businesses and properties as debtors in possession pursuant to sections 1107 and 1108 of the Bankruptcy Code.

C. **Jurisdiction and Venue.** This Court has jurisdiction over the Cases, the DIP Motion, and the parties and property affected hereby pursuant to 28 U.S.C. §§ 157 and 1334. Venue for the Cases and proceedings on the DIP Motion is proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409.

D. **Committee Formation.** As of the date hereof, the United States Trustee for the Southern District of Texas (the “U.S. Trustee”) has not appointed an official committee of unsecured creditors in these Cases pursuant to section 1102 of the Bankruptcy Code (a “Committee”).

E. **Notice.** Notice of the DIP Motion and the Interim Hearing have been provided in accordance with the Bankruptcy Code, the Bankruptcy Rules, and the Local Rules.

F. **Debtors’ Stipulations.** After consultation with their attorneys and financial

⁴ The findings and conclusions set forth herein constitute the Court’s findings of fact and conclusions of law pursuant to Bankruptcy Rule 7052, made applicable to this proceeding pursuant to Bankruptcy Rule 9014. To the extent that any of the following findings of fact constitute conclusions of law, they are adopted as such. To the extent any of the following conclusions of law constitute findings of fact, they are adopted as such.

advisors, and without prejudice to the rights of parties in interest as set forth in paragraph 50 herein, the Debtors, on their behalf and on behalf of their estates, admit, stipulate, acknowledge, and agree as follows (paragraphs F(i) through F(xii) below are referred to herein, collectively, as the “Debtors’ Stipulations”):

(i) *Prepetition ABL Facility.* Pursuant to that certain *Credit Agreement* dated as of June 18, 2014 (as amended, restated, supplemented, or otherwise modified from time to time, the “Prepetition ABL Agreement,” and collectively with the Loan Documents (as defined in the Prepetition ABL Agreement) and any other agreements and documents executed or delivered in connection therewith, each as may be amended, restated, supplemented, waived or otherwise modified from time to time, the “Prepetition ABL Documents”), among (a) the Borrowers (the “Prepetition ABL Borrowers”), (b) the guarantors party thereto (the “Prepetition ABL Guarantors”), (c) JPMorgan Chase Bank, N.A., as administrative agent and collateral agent (in such capacity, the “Prepetition ABL Agent” and, through its Canada branch, the “Canadian Agent”), and (d) the lenders party thereto (collectively, including the Prepetition ABL Agent and the Canadian Agent, the “Prepetition ABL Lenders,” and together with the Prepetition ABL Lenders, the Prepetition ABL Agent and the Canadian Agent, the “Prepetition ABL Parties”), the Prepetition ABL Lenders provided revolving credit, and other financial accommodations to, and issued letters of credit for the account of, the Prepetition ABL Borrowers and the Canadian Borrower pursuant to the Prepetition ABL Documents (the “Prepetition ABL Facility”). The Canadian Borrower and Canadian Guarantors each jointly and severally guaranteed all obligations of the Canadian Borrower pursuant to the Canadian Guarantee under the Prepetition ABL Agreement.

(ii) *Prepetition ABL Obligations.* The Prepetition ABL Facility

provided the Prepetition ABL Borrowers with, among other things, up to \$550,000,000.00 aggregate principal amount of Revolving Loans (as defined in the Prepetition ABL Agreement). As of the Petition Date, the aggregate principal amount outstanding under the Prepetition ABL Facility was not less than approximately \$397,900,000.00 (collectively, together with accrued and unpaid interest, outstanding letters of credit and bankers' acceptances, any reimbursement obligations (contingent or otherwise) in respect of letters of credit and bankers' acceptances, any fees, expenses and disbursements (including, without limitation, attorneys' fees, accountants' fees, auditor fees, appraisers' fees and financial advisors' fees, and related expenses and disbursements), treasury, cash management, bank product and derivative obligations, indemnification obligations, guarantee obligations (including the Canadian Borrower's and Canadian Guarantors' guarantee of the Canadian Borrower's obligations under the Prepetition ABL Agreement), and other charges, amounts and costs of whatever nature owing, whether or not contingent, whenever arising, accrued, accruing, due, owing, or chargeable in respect of any of the Prepetition ABL Borrowers' or the Prepetition ABL Guarantors' obligations pursuant to, or secured by, the Prepetition ABL Documents, including all "Obligations") as defined in the Prepetition ABL Agreement, and all interest, fees, prepayment premiums, costs and other charges allowable under section 506(b) of the Bankruptcy Code, the "Prepetition ABL Obligations").⁵

(iii) *Prepetition ABL Liens and Prepetition ABL Priority Collateral.* As more fully set forth in the Prepetition ABL Documents, prior to the Petition Date, the Prepetition

⁵ Prior to the Petition Date, obligations were owed to the Prepetition ABL Agent pursuant to certain interest rate swaps (the "Swaps"), which were terminated upon filing. The parties estimate that as of the termination, the Debtors owed to the Prepetition ABL Agent approximately \$41.5 million on account of the Swaps (the "Swap Termination Liability"). The Swaps are secured by the same collateral that secures other Prepetition ABL Obligations. The exact amount of the Swap Termination Liability will be paid in cash in full upon emergence pursuant to the plan of reorganization and the Court order confirming such plan.

ABL Borrowers and the Prepetition ABL Guarantors granted to the Prepetition ABL Agent, for the benefit of itself and the Prepetition ABL Lenders, a security interest in and continuing lien on (the “Prepetition ABL Liens”) substantially all of their assets and property (with certain exceptions set out in the Prepetition ABL Documents), including (a) a first priority security interest in and continuing lien on the ABL Priority Collateral (as defined in that certain Intercreditor Agreement referred to in paragraph F(vii) below) and all proceeds, products, accessions, rents, and profits thereof, in each case whether then owned or existing or thereafter acquired or arising (collectively, the “Prepetition ABL Priority Collateral”), and (b) a second priority security interest in and continuing lien on the Term Priority Collateral (as defined in the Intercreditor Agreement) and proceeds, products, accessions, rents, and profits of any of the foregoing, in each case whether then owned or existing or thereafter acquired or arising (collectively, the “Prepetition Term Priority Collateral,” and together with the Prepetition ABL Priority Collateral, the “Prepetition Collateral”), subject only to the liens of the Prepetition Term Loan Agent on the Prepetition Term Priority Collateral and subject, in each case, to the Prepetition ABL Permitted Prior Liens (as defined herein). In addition, as more fully set forth in the Prepetition ABL Documents, prior to the Petition Date, the Canadian Borrower granted to the Canadian Agent, for the benefit of itself and the Prepetition ABL Parties, a security interest in and continuing lien on substantially all of its asset and property (the “Canadian Liens”) to secure the Canadian Obligations.

(iv) *Prepetition Term Loan Facility.* Pursuant to that certain *Term Credit Agreement* dated as of June 18, 2014 (as amended, restated, supplemented, waived or otherwise modified from time to time, the “Prepetition Term Loan Agreement,” and collectively with the Loan Documents (as defined in the Prepetition Term Loan Agreement) and any other agreements and documents executed or delivered in connection therewith, each as may be

amended, restated, supplemented, waived or otherwise modified from time to time, the “Prepetition Term Loan Documents,” and together with the Prepetition ABL Documents, the “Prepetition Documents”), among (a) the Lead Borrower (in such capacity, the “Prepetition Term Loan Borrower” and together with the Prepetition ABL Borrowers, the “Prepetition Borrowers”), (b) Wilmington Savings Fund Society, FSB, as successor administrative agent (in such capacities, the “Prepetition Term Loan Agent,” and together with the Prepetition ABL Agent, the “Prepetition Agents”), (c) the guarantors thereunder (the “Prepetition Term Loan Guarantors” and, together with the Prepetition ABL Guarantors, the “Prepetition Guarantors”), and (d) the lenders party thereto (the “Prepetition Term Loan Lenders,” and collectively with the Prepetition Term Loan Agent, the “Prepetition Term Loan Parties,” and together with the Prepetition ABL Parties, the “Prepetition Secured Parties”), the Prepetition Term Loan Lenders provided term loans and other financial accommodations to the Prepetition Term Loan Borrower (the “Prepetition Term Loan Facility,” and together with the Prepetition ABL Facility, the “Prepetition Secured Facilities”).

(v) *Prepetition Term Loan Obligations.* The Prepetition Term Loan Facility provided the Prepetition Term Loan Borrower with, among other things, Loans (as defined in the Prepetition Term Loan Agreement) in the aggregate principal amount of \$900,000,000.00. As of the Petition Date, the aggregate principal amount outstanding under the Prepetition Term Loan Facility was not less than \$877,400,000.00 (collectively, together with accrued and unpaid interest, any fees, expenses and disbursements (including, without limitation, attorneys’ fees, accountants’ fees, auditors fees, appraisers’ fees, and financial advisors’ fees and related expenses and disbursements payable or reimbursable thereunder), indemnification obligations, and other charges, amounts, and costs of whatever nature owing, whether or not contingent, whenever arising, accrued, accruing, due, owing, or chargeable in respect of any of the Prepetition Term

Loan Borrower's and the Prepetition Term Loan Guarantors' obligations pursuant to, or secured by, the Prepetition Term Loan Documents, including all "Secured Obligations" as defined in the Prepetition Term Loan Agreement, and all interest, fees, prepayment premiums, costs and other charges allowable under section 506(b) of the Bankruptcy Code, the "Prepetition Term Loan Obligations," and together with the Prepetition ABL Obligations, the "Prepetition Secured Obligations").

(vi) *Prepetition Term Loan Liens and Prepetition Term Priority Collateral.* As more fully set forth in the Prepetition Term Loan Documents, prior to the Petition Date, the Prepetition Term Loan Borrower and the Prepetition Term Loan Guarantors granted to the Prepetition Term Loan Agent the benefit of itself and the Prepetition Term Loan Lenders, a security interest in and continuing lien on (the "Prepetition Term Loan Liens," and together with the Prepetition ABL Liens, the "Prepetition Liens") substantially all of their assets and property (with certain exceptions set out in the Prepetition Term Loan Documents), including (a) a first priority security interest in and continuing lien on the Prepetition Term Priority Collateral, and (b) a second priority security interest in and continuing lien on the Prepetition ABL Priority Collateral, subject only to the liens of the Prepetition ABL Agent on the Prepetition ABL Priority Collateral and subject, in each case, to the Prepetition Term Loan Permitted Prior Liens (as defined herein).

(vii) *Priority of Prepetition Liens; Intercreditor Agreement.* The Prepetition ABL Agent and the Prepetition Term Loan Agent entered into that certain Intercreditor Agreement dated as of June 18, 2014 (as amended, restated, supplemented, waived or otherwise modified from time to time, the "Intercreditor Agreement") to govern the respective rights, interests, obligations, priority, and positions of the Prepetition Secured Parties with respect

to the assets and properties of the Debtors and other obligors. Each of the Prepetition Borrowers and Prepetition Guarantors under the Prepetition Documents acknowledged and agreed to the Intercreditor Agreement.

(viii) *Validity, Perfection, and Priority of Prepetition ABL Liens and Prepetition ABL Obligations.* The Debtors acknowledge and agree that as of the Petition Date (a) the Prepetition ABL Liens on the Prepetition Collateral were valid, binding, enforceable, non-avoidable, and properly perfected and were granted to, or for the benefit of, the Prepetition ABL Parties for fair consideration and reasonably equivalent value; (b) the Prepetition ABL Liens were senior in priority over any and all other liens on the Prepetition Collateral, subject only to (1) the Prepetition Term Loan Liens on the Prepetition Term Priority Collateral, and (2) certain liens senior by operation of law (solely to the extent such liens were valid, non-avoidable, and senior in priority to the Prepetition ABL Liens as of the Petition Date and properly perfected prior to the Petition Date or perfected subsequent to the Petition Date as permitted by section 546(b) of the Bankruptcy Code) or otherwise permitted by the Prepetition ABL Documents (the “Prepetition ABL Permitted Prior Liens”); (c) the Prepetition ABL Obligations constitute legal, valid, binding, and non-avoidable obligations of the Debtors enforceable in accordance with the terms of the applicable Prepetition ABL Documents; (d) no offsets, recoupments, challenges, objections, defenses, claims, or counterclaims of any kind or nature to any of the Prepetition ABL Liens or Prepetition ABL Obligations exist, and no portion of the Prepetition ABL Liens or Prepetition ABL Obligations is subject to any challenge or defense including, without limitation, avoidance, disallowance, disgorgement, recharacterization, or subordination (equitable or otherwise) pursuant to the Bankruptcy Code or applicable non-bankruptcy law; (e) the Debtors and their estates have no claims, objections, challenges, causes of action, and/or choses in action, including, without

limitation, avoidance claims under Chapter 5 of the Bankruptcy Code or applicable state law equivalents or actions for recovery or disgorgement, against any of the Prepetition ABL Parties or any of their respective affiliates, agents, attorneys, advisors, professionals, officers, directors, and employees arising out of, based upon or related to the Prepetition ABL Facility; (f) the Debtors waive, discharge, and release any right to challenge any of the Prepetition ABL Obligations, the priority of the Debtors' obligations thereunder, and the validity, extent, and priority of the liens securing the Prepetition ABL Obligations; and (g) the aggregate value of the Prepetition ABL Priority Collateral exceeds the amount of the Prepetition ABL Obligations and the Prepetition ABL Obligations constitute allowed, secured claims within the meaning of sections 502 and 506 of the Bankruptcy Code.

(ix) *Validity, Perfection, and Priority of Prepetition Term Loan Liens and Prepetition Term Loan Obligations.* The Debtors further acknowledge and agree that, as of the Petition Date, (a) the Prepetition Term Loan Liens on the Prepetition Collateral were valid, binding, enforceable, non-avoidable, and properly perfected and were granted to, or for the benefit of, the Prepetition Term Loan Parties for fair consideration and reasonably equivalent value; (b) the Prepetition Term Loan Liens were senior in priority over any and all other liens on the Prepetition Collateral, subject only to (1) the Prepetition ABL Liens on the Prepetition ABL Priority Collateral, and (2) certain liens senior by operation of law (solely to the extent such liens were valid, non-avoidable, and senior in priority to the Prepetition Term Loan Liens as of the Petition Date and properly perfected prior to the Petition Date or perfected subsequent to the Petition Date as permitted by section 546(b) of the Bankruptcy Code) or otherwise permitted by the Prepetition Term Loan Documents (the "Prepetition Term Loan Permitted Prior Liens") and,

together with the Prepetition ABL Permitted Prior Liens, the “Permitted Prior Liens”);⁶ (c) the Prepetition Term Loan Obligations constitute legal, valid, binding, and non-avoidable obligations of the Debtors enforceable in accordance with the terms of the applicable Prepetition Term Loan Documents; (d) no offsets, recoupments, challenges, objections, defenses, claims, or counterclaims of any kind or nature to any of the Prepetition Term Loan Liens or Prepetition Term Loan Obligations exist, and no portion of the Prepetition Term Loan Liens or Prepetition Term Loan Obligations is subject to any challenge or defense, including, without limitation, avoidance, disallowance, disgorgement, recharacterization, or subordination (equitable or otherwise) pursuant to the Bankruptcy Code or applicable non-bankruptcy law; (e) the Debtors and their estates have no claims, objections, challenges, causes of action, and/or choses in action, including, without limitation, avoidance claims under Chapter 5 of the Bankruptcy Code or applicable state law equivalents or actions for recovery or disgorgement, against any of the Prepetition Term Loan Parties, or any of their respective affiliates, agents, attorneys, advisors, professionals, officers, directors, and employees arising out of, based upon or related to the Prepetition Term Loan Facility; (f) the Debtors waive, discharge, and release any right to challenge any of the Prepetition Term Loan Obligations, the priority of the Debtors’ obligations thereunder, and the validity, extent, and priority of the liens securing the Prepetition Term Loan Obligations; and (g) the Prepetition Term Loan Obligations constitute allowed, secured claims within the meaning of sections 502 and 506 of the Bankruptcy Code.

(x) *Release.* The Debtors hereby stipulate and agree that they forever and irrevocably release, discharge, and acquit the DIP Agent, DIP Secured Parties, the Prepetition

⁶ As used in this Interim Order, no reference to the Prepetition ABL Permitted Prior Liens, the Prepetition Term Loan Permitted Prior Liens, or the Permitted Prior Liens shall refer to or include the Prepetition ABL Liens or the Prepetition Term Loan Liens.

Secured Parties, all former, current and future DIP Lenders, and each of their respective successors, assigns, affiliates, subsidiaries, parents, officers, shareholders, directors, employees, attorneys and agents, past, present and future, and their respective heirs, predecessors, successors and assigns (collectively, the “Releasees”) of and from any and all claims, controversies, disputes, liabilities, obligations, demands, damages, expenses (including reasonable attorneys’ fees), debts, liens, actions and causes of action of any and every nature whatsoever relating to, as applicable, the DIP ABL Facility, the DIP Documents, the Prepetition Secured Facilities, the Prepetition Documents, and/or the transactions contemplated hereunder or thereunder occurring prior to entry of this Interim Order, including (x) any so-called “lender liability” or equitable subordination or recharacterization claims or defenses, (y) any and all claims and causes of action arising under the Bankruptcy Code, and (z) any and all claims and causes of action with respect to the validity, priority, perfection or avoidability of the liens or claims of the Prepetition Agents, the Prepetition Secured Parties, the DIP Agent, and the DIP Lenders. The Debtors further waive and release any defense, right of counterclaim, right of set-off or deduction to the payment of the Prepetition Secured Obligations and the DIP Obligations which the Debtors may now have or may claim to have against the Releasees, arising out of, connected with or relating to any and all acts, omissions or events occurring prior to this Court entering this Interim Order.

(xi) *Default by the Debtors.* The Debtors acknowledge and stipulate that an Event of Default has occurred under the Prepetition Documents as a result of the Cases and that, as a result, the Debtors are in default of their obligations under the Prepetition Documents. As of the Petition Date, therefore, interest will be accruing on the Prepetition Secured Obligations at the rate in accordance with the provisions of the Prepetition Documents.

(xii) *Cash Collateral.* All of the Debtors’ cash, including any cash in

deposit accounts of the Debtors, wherever located, constitutes Cash Collateral of the Prepetition Secured Parties.

G. **Permitted Prior Liens.** Nothing herein shall constitute a finding or ruling by this Court that any alleged Permitted Prior Lien is valid, senior, enforceable, prior, perfected, or non-avoidable. Moreover, nothing shall prejudice the rights of any party-in-interest, including, but not limited to the Debtors, the DIP Secured Parties, the Prepetition Secured Parties, or a Committee (if appointed), to challenge the validity, priority, enforceability, seniority, avoidability, perfection, or extent of any alleged Permitted Prior Lien and/or security interests. The right of a seller of goods to reclaim such goods under section 546(c) of the Bankruptcy Code is not a Permitted Prior Lien, rather, any such alleged claim arising or asserted as a right of reclamation (whether asserted under section 546(c) of the Bankruptcy Code or otherwise) shall have the same rights and priority with respect to the DIP Liens as such claims had with respect to the Prepetition ABL Liens.

H. **Continuation of Prepetition Liens.** In light of the integrated nature of the DIP ABL Facility, the DIP Documents, and the Prepetition Documents, the Prepetition Liens, and the DIP Liens that prime certain of the Prepetition Liens, are continuing liens, and the DIP Collateral is and will continue to be encumbered by such liens.

I. **Intercreditor Agreement.** Pursuant to section 510 of the Bankruptcy Code, the Intercreditor Agreement and any other applicable intercreditor or subordination provisions contained in any of the Prepetition Documents (i) shall remain in full force and effect, (ii) shall continue to govern the relative priorities, rights, and remedies of the Prepetition Secured Parties (including, without limitation, the relative priorities, rights and remedies of such parties with respect to the replacement liens and administrative expense claims

and superpriority administrative expense claims granted, or amounts payable, by the Debtors under this Interim Order or otherwise and the modification of the automatic stay), (iii) shall govern the relative priorities, rights, and remedies of the DIP Secured Parties and the Prepetition Secured Parties, and (iv) shall not be deemed to be amended, altered, or modified by the terms of this Interim Order or the DIP Documents, unless as expressly set forth herein or therein. The DIP ABL Facility is deemed a “Refinancing” of the Prepetition ABL Facility as such term is used in the Intercreditor Agreement, and any repayment of the Prepetition ABL Obligations pursuant to this Interim Order shall not be deemed to constitute a “Discharge of Senior Obligations” (as defined in the Intercreditor Agreement).

J. **Findings Regarding Corporate Authority.** Each Debtor has all requisite corporate power and authority to execute and deliver the DIP Documents to which it is a party and to perform its obligations thereunder.

K. **Findings Regarding Postpetition Financing**

(i) *Request for Postpetition Financing.* The Debtors seek authority to (a) enter into, and borrow under, the DIP ABL Facility on the terms described herein and in the DIP Documents, and (b) use Cash Collateral on the terms described herein, to administer their Cases and fund their operations. At the Final Hearing, the Debtors will seek final approval of the DIP ABL Facility and use of Cash Collateral pursuant to a proposed final order (the “Final Order”), which shall be in form and substance acceptable to the Debtors, the DIP Agent, the Prepetition Agents, and, provided the RSA (as defined below) has not been terminated on or prior to the Final Hearing, holders of Prepetition Term Loan Obligations who are signatories to the RSA (defined below) and hold an aggregate principal amount greater than 50% of the aggregate principal amount of Prepetition Term Loan Obligations held by all signatories to the Restructuring Support

Agreement dated August 2, 2020 (the “RSA”), attached to the First Day Declaration (the “Requisite Prepetition Term Loan Lenders”). Notice of the Final Hearing and Final Order will be provided in accordance with this Interim Order.

(ii) *Priming of the Prepetition Liens.* The priming of the Prepetition Liens on the Prepetition Collateral under section 364(d) of the Bankruptcy Code, as contemplated by the DIP ABL Facility and as further described below, will enable the Debtors to obtain the DIP ABL Facility and to continue to operate their businesses to the benefit of their estates and creditors. The Prepetition Agents, for the benefit of themselves and the other Prepetition Secured Parties, are entitled to receive adequate protection as set forth in this Interim Order pursuant to sections 361, 363, and 364 of the Bankruptcy Code, for any Diminution in Value of each of the Prepetition Secured Parties’ respective interests in the Prepetition Collateral (including Cash Collateral).

(iii) *Need for Postpetition Financing and Use of Cash Collateral.* The Debtors have an immediate and critical need to use Cash Collateral on an interim basis and to obtain credit on an interim basis pursuant to the DIP ABL Facility in order to, among other things, enable the orderly continuation of their operations and to administer and preserve the value of their estates. The ability of the Debtors to maintain business relationships with their vendors, suppliers, and customers, to pay their employees, and otherwise finance their operations requires the availability of working capital from the DIP ABL Facility and the use of Cash Collateral, the absence of either of which would immediately and irreparably harm the Debtors, their estates, and parties in interest. The Debtors do not have sufficient available sources of working capital and financing to operate their businesses or maintain their properties in the ordinary course of business in the Interim Period without the DIP ABL Facility and authorized use of Cash Collateral.

(iv) *No Credit Available on More Favorable Terms.* The DIP ABL

Facility is the best source of debtor-in-possession financing available to the Debtors. Given their current financial condition, financing arrangements, and capital structure, the Debtors have been and continue to be unable to obtain financing from sources other than the DIP Lenders on terms more favorable than the DIP ABL Facility. The Debtors are unable to obtain unsecured credit allowable under section 503(b)(1) of the Bankruptcy Code as an administrative expense. The Debtors have also been unable to obtain: (a) unsecured credit solely having priority over that of administrative expenses of the kind specified in sections 503(b), 507(a), and 507(b) of the Bankruptcy Code; (b) credit secured solely by a lien on property of the Debtors and their estates that is not otherwise subject to a lien; or (c) credit secured solely by a junior lien on property of the Debtors and their estates that is subject to a lien. Financing on a postpetition basis on better terms is not otherwise available without granting the DIP Agent, for the benefit of itself and the DIP Secured Parties: (1) perfected security interests in and liens on (each as provided herein) all of the Debtors' existing and after-acquired assets (other than Excluded Assets) with the priorities set forth herein; (2) superpriority claims and liens; and (3) the other protections set forth in this Interim Order.

(v) *Use of Proceeds of the DIP ABL Facility.* As a condition to entry into the DIP ABL Credit Agreement, the extension of credit under the DIP ABL Facility and the authorization to use Cash Collateral, the DIP Secured Parties and the Prepetition Secured Parties require, and the Debtors have agreed, that proceeds of the DIP ABL Facility and the Cash Collateral shall be used, in each case in a manner consistent with the terms and conditions of this Interim Order and the DIP Documents and in accordance with the budget (as the same may be modified from time to time consistent with the terms of this Interim Order and the DIP Documents and subject to such variances as permitted in this Interim Order and the DIP ABL Credit

Agreement, and as set forth in paragraphs 20 and 21 hereof, the “Budget”),⁷ solely for: (a) working capital, capital expenditures and letters of credit, (b) other general corporate purposes of the Debtors; (c) permitted payment of costs of administration of the Cases; (d) payment of such other prepetition obligations as permitted under this Interim Order, the Budget, and the DIP Documents, and as approved by the Court; (e) payment of interest, fees, expenses, and other amounts (including legal and other professionals’ fees and expenses of the DIP Agent) to the extent owed under the DIP Documents; (f) payment of certain adequate protection amounts to the Prepetition Secured Parties, as set forth herein; (g) the repayment of the Prepetition ABL Obligations, subject to the rights preserved in paragraph 50 of this Interim Order; (h) payment of obligations arising from or related to the Carve Out, and making disbursements therefrom, including by funding the Carve Out Reserves; (i) payment on account of the Debtors’ guarantee of the Canadian Obligations; and (j) such other uses set forth in the Budget.

(vi) *Application of Proceeds of Collateral.* As a condition to entry into the DIP ABL Credit Agreement, the extension of credit under the DIP ABL Facility, and authorization to use Cash Collateral, the Debtors, the DIP Secured Parties, and the Prepetition Secured Parties have agreed that, as of and commencing on the date of the Interim Hearing, the Debtors shall apply the proceeds of DIP Collateral in accordance with this Interim Order and the Budget (including, without limitation, the use of DIP Secondary Collateral to reduce the DIP Obligations in accordance with the Budget and, specifically, with: (a) 10% of the Term Loan Segregated Cash (measured as of the Petition Date) being applied to reduce the DIP Obligations upon entry of the Interim Order; (b) 40% of incremental Term Loan Segregated Cash (measured as of the Petition Date) being applied to reduce the DIP Obligations upon entry of the Final Order;

⁷ A copy of the initial Budget is attached hereto as Exhibit 2.

(c) 20% of incremental Term Loan Segregated Cash (measured as of the Petition Date) being applied to reduce the DIP Obligations upon entry of an order approving a disclosure statement that is in form and substance acceptable to the Requisite Prepetition Term Loan Lenders (the “Disclosure Statement”); and (d) 30% of incremental Term Loan Segregated Cash (measured as of the Petition Date) being applied to reduce the DIP Obligations upon entry of an order confirming a joint chapter 11 plan of reorganization that is in form and substance acceptable to the Requisite Prepetition Term Loan Lenders (the “Plan”) (clauses (a)-(d) collectively, the “Term Loan Segregated Cash Release Schedule”).⁸

(vii) *Canadian Recognition Proceeding.* Substantially contemporaneously with the entry of the Interim Order, the Canadian Debtor has filed an application (the “Canadian Case”) before the Ontario Superior Court of Justice (Commercial List) (the “Canadian Court”) for entry of an initial recognition order (the “Initial Recognition Order”) and a supplemental order (the “Supplemental Order”) recognizing the Cases as a foreign main proceeding and recognizing and giving full force and effect in all provinces and territories in Canada the orders rendered in the context of the Cases, including this Interim Order.

(viii) *Refinancing of Prepetition ABL Obligations.* Upon entry of this Interim Order, without any further action by the Debtors or any other party, but subject to paragraph 50 herein, all Prepetition ABL Obligations shall be repaid (or deemed repaid) or refinanced and, to the extent remaining outstanding, shall constitute DIP Obligations (the “DIP Roll-Up Obligations”).⁹ The refinancing and repayment of the Prepetition ABL Obligations shall

⁸ As used in this Interim Order, “Term Loan Segregated Cash” shall mean that certain “restricted cash” that constitutes DIP Secondary Collateral in the amount of approximately \$89,911,000.00.

⁹ The Swap Termination Liability will be paid in cash in full at emergence, pursuant to the plan of reorganization and the Court order confirming such plan.

be authorized as compensation for, in consideration for, and solely on account of, the agreement of the Prepetition ABL Lenders to fund amounts under the DIP ABL Facility and not as adequate protection for, or otherwise on account of, any Prepetition Secured Obligations. The Prepetition ABL Parties would not otherwise consent to the use of their Cash Collateral or the subordination of their liens to the DIP Liens, and the DIP Secured Parties would not be willing to provide the DIP ABL Facility or extend credit to the Debtors thereunder without the repayment and refinancing of the Prepetition ABL Obligations by the DIP ABL Loans. Moreover, the refinancing of all outstanding Prepetition ABL Obligations will, upon entry of this Interim Order, create availability under the DIP ABL Facility and will result in interest savings to the Debtors and their estates. Because the DIP Roll-Up Obligations are subject to the reservation of rights in paragraph 50 below, they will not prejudice the right of any other party in interest.

L. **Adequate Protection.** Until such time as the Prepetition Secured Obligations (as applicable) are Paid in Full,¹⁰ the Prepetition ABL Agent, for the benefit of itself and the other Prepetition ABL Parties, and the Prepetition Term Loan Agent, for the benefit of itself and the other Prepetition Term Loan Parties, are each entitled to receive adequate protection

¹⁰ “Paid in Full” means the indefeasible repayment in full in cash of all obligations (including principal, interest, fees, prepayment premiums, expenses, indemnities, other than contingent indemnification obligations for which no claim has been asserted) under the applicable credit facility, the cash collateralization or repayment in full in cash of all treasury and cash management obligations, hedging obligations, and bank product obligations, and the cancelation, replacement, backing, or cash collateralization of letters of credit, in each case, in accordance with the terms of the applicable credit facility. No facility shall be deemed to have been Paid in Full until such time as, with respect to the applicable facility, (a) the commitments to lend thereunder have been terminated, (b) with respect to the Challenge Deadline (i) the Challenge Deadline (as defined in paragraph 50 of this Interim Order) shall have occurred without the timely and proper commencement of a Challenge or (ii) if a Challenge is timely and properly asserted prior to the Challenge Deadline, upon the final, non-appealable disposition of such Challenge; and (c) with respect to the Prepetition ABL Obligations, the Prepetition ABL Agent or the DIP Agent, as applicable, has received (i) a countersigned payoff letter in form and substance satisfactory to such Agent and (ii) releases in form and substance satisfactory to such Agent, each in its sole discretion.

to the extent of any Diminution in Value of their respective interests in the Prepetition Collateral as set forth in this Interim Order.

M. **Sections 506(c) and 552(b).** In light of: (i) the DIP Secured Parties' agreement that their liens and superpriority claims shall be subject to the Carve Out; (ii) the Prepetition ABL Parties' agreement that their liens shall be subject to the Carve Out and subordinate to the DIP Liens and, in the case of the Prepetition Term Priority Collateral, subordinate to the Prepetition Term Loan Liens and the Prepetition Term Loan Adequate Protection Liens; (iii) the Prepetition Term Loan Parties' agreement that their liens shall be subject to the Carve Out and, in the case of the Prepetition ABL Priority Collateral, subordinate to the DIP Liens, the Prepetition ABL Liens, and the Prepetition ABL Adequate Protection Liens; and (iv) the payment of prepetition claims and/or expenses as set forth in the Budget and first day motions in accordance with and subject to the terms and conditions of this Interim Order and the DIP Documents, (a) subject to entry of a Final Order, the Prepetition Secured Parties are each entitled to a waiver of any "equities of the case" exception under section 552(b) of the Bankruptcy Code, and (b) subject to entry of a Final Order, the DIP Secured Parties and the Prepetition Secured Parties are each entitled to a waiver of the provisions of section 506(c) of the Bankruptcy Code.

N. **Good Faith of the DIP Agent and DIP Lenders.**

(i) *Willingness to Provide Financing.* The DIP Lenders have indicated a willingness to provide financing to the Debtors subject to: (a) entry of this Interim Order and the Final Order; (b) approval of the terms and conditions of the DIP ABL Facility and the DIP Documents; (c) satisfaction of the closing conditions set forth in the DIP Documents; (d) entry of the Initial Recognition Order and the Supplemental Order by the Canadian Court, in a form satisfactory to the DIP Agent, commencing the Canadian Case and providing for a priority charge

against the property of the Canadian Debtor securing the DIP Obligations, as set forth herein and in the DIP Documents; and (e) findings by this Court that the DIP ABL Facility is essential to the Debtors' estates, that the DIP Secured Parties are extending credit to the Debtors pursuant to the DIP Documents in good faith, and that the DIP Secured Parties' claims, superpriority claims, security interests, and liens and other protections granted pursuant to this Interim Order and the DIP Documents will have the protections provided by section 364(e) of the Bankruptcy Code.

(ii) *Business Judgment and Good Faith Pursuant to Section 364(e) of the Bankruptcy Code.* The terms and conditions of the DIP ABL Facility and the DIP Documents, and the fees paid and to be paid thereunder, are fair, reasonable, and the best available to the Debtors under the circumstances, are ordinary and appropriate for secured financing to debtors in possession, reflect the Debtors' exercise of prudent business judgment consistent with their fiduciary duties, and are supported by reasonably equivalent value and consideration. The terms and conditions of the DIP ABL Facility and the use of Cash Collateral were negotiated in good faith and at arms' length among the Debtors, the DIP Secured Parties, and the Prepetition Secured Parties, with the assistance and counsel of their respective advisors. Use of Cash Collateral and credit to be extended under the DIP ABL Facility shall be deemed to have been allowed, advanced, made, or extended in good faith by the DIP Secured Parties and the Prepetition Secured Parties within the meaning of section 364(e) of the Bankruptcy Code.

O. **Immediate Entry.** Sufficient cause exists for immediate entry of this Interim Order pursuant to Bankruptcy Rule 4001(c)(2).

P. **Interim Hearing.** Notice of the Interim Hearing and the relief requested in the DIP Motion has been provided by the Debtors, whether by facsimile, electronic mail, overnight courier or hand delivery, to certain parties in interest, including: (i) the U.S. Trustee; (ii) those

entities or individuals included on the Debtors' list of 30 largest unsecured creditors on a consolidated basis; (iii) counsel to the Prepetition ABL Agent; (iv) counsel to the Prepetition Term Loan Agent; and (v) all other parties entitled to notice under the Local Rules. The Debtors have made reasonable efforts to afford the best notice possible under the circumstances.

Based upon the foregoing findings and conclusions, the DIP Motion, the DIP Declarations, and the record before the Court with respect to the DIP Motion, and after due consideration and good and sufficient cause appearing therefor,

IT IS HEREBY ORDERED that:

1. Interim Financing Approved. The DIP Motion is granted, the Interim Financing (as defined herein) is authorized and approved, and the use of Cash Collateral on an interim basis is authorized, in each case subject to the terms and conditions set forth in the DIP Documents and this Interim Order. Any objections to this Interim Order to the extent not withdrawn, waived, settled, or resolved are hereby denied and overruled.

DIP ABL Facility Authorization

2. Authorization of the DIP ABL Facility. The DIP ABL Facility is hereby approved. The Debtors are expressly and immediately authorized and empowered to execute and deliver the DIP Documents and to incur and to perform the DIP Obligations in accordance with, and subject to, the terms of this Interim Order and the DIP Documents, and to deliver all instruments, certificates, agreements, and documents that may be required or necessary for the performance by the Debtors under the DIP ABL Facility and the creation and perfection of the DIP Liens (as defined herein) described in and provided for by this Interim Order and the DIP Documents, including each of the Guarantors providing its joint and several guarantee of all of the DIP Obligations and such acts as shall be necessary or desirable in order to effect the repayment

and the refinancing of the Prepetition ABL Obligations. The Debtors are hereby authorized and directed to pay, in accordance with this Interim Order and the DIP Documents, the principal, interest, fees, payments, expenses, and other amounts described in the DIP Documents as such amounts become earned, due, and payable and without need to obtain further Court approval, including closing fees, letter of credit fees (including issuance, fronting, and other related charges), unused facility fees, prepayment premiums (if applicable), continuing commitment fees, servicing fees, audit fees, appraisal fees, liquidator fees, structuring fees, arrangement fees, upfront fees, administrative agent's fees, the reasonable and documented fees and disbursements of the DIP Agent's attorneys, advisors, accountants, and other consultants, in such cases, reimbursable under the DIP Documents, whether or not such fees arose before or after the Petition Date, and to take any other actions that may be necessary or appropriate, all to the extent provided in this Interim Order or the DIP Documents. All collections and proceeds, whether from ordinary course collections, asset sales, debt or equity issuances, insurance recoveries, condemnations, or otherwise, will be deposited and applied as required by this Interim Order and the DIP Documents. Upon execution and delivery, the DIP Documents shall represent valid and binding obligations of the Debtors, enforceable against each of the Debtors and their estates in accordance with their terms. The Debtors' joint and several guarantee of the Canadian Obligations under the Canadian Guarantee is and shall remain in full force and effect, including with respect to any and all Canadian Obligations arising after the Petition Date.

3. Authorization to Borrow. To prevent immediate and irreparable harm to the Debtors' estates, from the entry of this Interim Order through and including the earliest to occur of (i) entry of the Final Order or (ii) the DIP Termination Date (as defined below), and subject to the terms, conditions, limitations on availability and reserves (as applicable) set forth in the DIP

Documents and this Interim Order, the Debtors are hereby authorized to request extensions of credit (in the form of loans and letters of credit) up to an aggregate outstanding principal amount of not greater than \$500,000,000.00 at any one time outstanding under the DIP ABL Facility (the “Interim Financing”).

4. DIP Obligations. The DIP Documents and this Interim Order shall constitute and evidence the validity and binding effect of the DIP Obligations, which shall be enforceable against the Debtors, their estates, and any successors thereto, including any trustee appointed in the Cases, or in any case under Chapter 7 of the Bankruptcy Code upon the conversion of any of the Cases, or in any other proceedings superseding or related to any of the foregoing (collectively, the “Successor Cases”). Upon entry of this Interim Order, the DIP Obligations will include all loans, letter of credit reimbursement obligations, and any other indebtedness or obligations, contingent or absolute, which may now or from time to time be owing by any of the Debtors to any of the DIP Secured Parties, in each case, under, or secured by, the DIP Documents or this Interim Order, including all principal, accrued interest (at the rate set out in the DIP ABL Facility), costs, fees, expenses and other amounts as provided in the DIP Documents. Without limiting the foregoing, the DIP Obligations shall also include cash management and bank product exposure and obligations of the DIP Lenders and their affiliates to the extent described in, or secured by, the Prepetition ABL Documents and DIP Documents. Upon entry of this Interim Order, all Banking Services Obligations and Existing Letters of Credit (each as defined in the DIP ABL Credit Agreement) issued by the Prepetition ABL Parties for the account of the Debtors under the Prepetition ABL Agreement shall continue in place and all obligations under or in connection with such letters of credit shall be subject to the DIP ABL Credit Agreement and shall constitute DIP Obligations. The Debtors shall be jointly and severally liable for the DIP Obligations, which

shall be due and payable, without notice or demand, and the use of Cash Collateral shall automatically cease on the earlier of the DIP Termination Date or the Cash Collateral Termination Date (each as defined herein) in each case, except as provided in paragraph 33 herein. No obligation, payment, transfer, or grant of collateral security hereunder or under the DIP Documents (including any DIP Obligation or DIP Liens (as defined below), and including in connection with any adequate protection provided to the Prepetition Secured Parties hereunder) shall be stayed, restrained, voidable, avoidable, or recoverable, under the Bankruptcy Code or under any applicable law (including under sections 502(d), 544, and 547 to 550 of the Bankruptcy Code or under any applicable state Uniform Voidable Transactions Act, Uniform Fraudulent Transfer Act, Uniform Fraudulent Conveyance Act, or similar statute or common law), or subject to any avoidance, reduction, setoff, recoupment, offset, recharacterization, subordination (whether equitable, contractual, or otherwise), counterclaim, cross-claim, defense, or any other challenge under the Bankruptcy Code or any applicable law or regulation by any person or entity.

5. DIP Liens. Subject and subordinate to the Carve Out as set forth in this Interim Order, in order to secure the DIP Obligations, effective immediately upon entry of this Interim Order, pursuant to sections 361, 362, 364(c)(2), 364(c)(3), and 364(d) of the Bankruptcy Code, the DIP Agent, for the benefit of itself and the DIP Secured Parties, is hereby granted, continuing, valid, binding, enforceable, non-avoidable, and automatically and properly perfected postpetition security interests in and liens (collectively, the “DIP Liens”) on all real and personal property, whether now existing or hereafter arising and wherever located, tangible and intangible, of each of the Debtors (the “DIP Collateral”), other than the Term Loan Segregated Cash prior to its release in accordance with the Term Loan Segregated Cash Release Schedule, including without limitation: (a) all cash, cash equivalents, deposit accounts, securities accounts, accounts, other

receivables (including credit card receivables), chattel paper, contract rights, inventory (wherever located), instruments, documents, securities (whether or not marketable) and investment property (including, without limitation, all of the issued and outstanding capital stock or equivalents of each of its subsidiaries), hedge agreements, furniture, fixtures, equipment (including documents of title), goods, franchise rights, trade names, trademarks, servicemarks, copyrights, patents, license rights, intellectual property, general intangibles (including, for the avoidance of doubt, payment intangibles), rights to the payment of money (including, without limitation, tax refunds and any other extraordinary payments), supporting obligations, guarantees, letter of credit rights, commercial tort claims, causes of action, and all substitutions, indemnification rights, all present and future intercompany debt, books and records related to the foregoing, accessions and proceeds of the foregoing, wherever located, including insurance or other proceeds; (b) all proceeds of leased real property; (c) the proceeds of actions brought under section 549 of the Bankruptcy Code to recover any postpetition transfer of DIP Collateral; (d) subject to entry of a Final Order (other than with respect to the proceeds of actions brought pursuant to section 549 of the Bankruptcy Code, which shall constitute DIP Collateral upon entry of this Interim Order), the proceeds of any avoidance actions brought pursuant to Chapter 5 of the Bankruptcy Code or applicable state law equivalents (subparagraphs (c) and (d), the “Avoidance Actions”); (e) subject to entry of a Final Order, proceeds of the Debtors’ rights under sections 506(c) (solely to the extent such rights result from the use of the DIP ABL Facility or the DIP Collateral and are, therefore, enforceable against parties other than the DIP Agent, DIP Lenders or the Prepetition Secured Parties) and 550 of the Bankruptcy Code; and (f) all DIP Collateral that was not otherwise subject to valid, perfected, enforceable, and unavoidable liens on the Petition Date. Notwithstanding the foregoing, DIP Collateral shall not include the Debtors’ real property leases (but shall include all proceeds of

such leases). DIP Collateral that is (i) of a type that would be ABL Priority Collateral; (ii) of a type that would be ABL Priority Collateral, but that was not otherwise subject to valid, perfected, enforceable, and unavoidable liens on the Petition Date; and (iii) subject to entry of the Final Order, the proceeds of Avoidance Actions, shall, in each case, constitute “DIP Primary Collateral.” DIP Collateral that is (i) of a type that would be Prepetition Term Priority Collateral and (ii) the proceeds of the Debtors’ real property leases shall, in each case, constitute “DIP Secondary Collateral.”

6. DIP Lien Priority. The DIP Liens are valid, automatically perfected, non-avoidable, senior in priority, and superior to any security, mortgage, collateral interest, lien, or claim to any of the DIP Collateral, except that the DIP Liens shall be subject to the Carve Out as set forth in this Interim Order and shall otherwise be junior only to: (a) as to the DIP Primary Collateral, Permitted Prior Liens; and (b) as to the DIP Secondary Collateral, (i) Permitted Prior Liens; (ii) the Prepetition Term Loan Liens; and (iii) the Prepetition Term Loan Adequate Protection Liens (as defined herein). Other than as set forth herein (including the Carve Out, the Prepetition Term Loan Liens (with respect to the DIP Secondary Collateral), and the Prepetition Term Loan Adequate Protection Liens (with respect to the DIP Secondary Collateral)) or in the DIP Documents, the DIP Liens shall not be made subject to or *pari passu* with any lien or security interest heretofore or hereinafter granted in the Cases or any Successor Cases and shall be valid and enforceable against any trustee appointed in the Cases or any Successor Cases, upon the conversion of any of the Cases to a case under Chapter 7 of the Bankruptcy Code (or in any other Successor Case), and/or upon the dismissal of any of the Cases or Successor Cases. The DIP Liens shall not be subject to section 510, 549, or 550 of the Bankruptcy Code. No lien or interest avoided and preserved for the benefit of the estate pursuant to section 551 of the Bankruptcy Code shall be

pari passu with or senior to the DIP Liens.

7. DIP Superpriority Claims. Subject and subordinate to the Carve Out and, with respect to claims attributable to DIP Secondary Collateral, the Prepetition Term Loan Adequate Protection Claims (as defined herein), each as set forth in this Interim Order, upon entry of this Interim Order, the DIP Agent, on behalf of itself and the DIP Secured Parties, is hereby granted, pursuant to section 364(c)(1) of the Bankruptcy Code, an allowed superpriority administrative expense claim in each of the Cases and any Successor Cases (collectively, the “DIP Superpriority Claims”) for all DIP Obligations. The DIP Superpriority Claim shall have priority over any and all other obligations, liabilities and indebtedness of each Debtor (other than the Carve Out and, with respect to claims attributable to DIP Secondary Collateral, the Prepetition Term Loan Adequate Protection Claims) of the kind specified in section 503(b) and 507(b) of the Bankruptcy Code, including, to the extent allowed under the Bankruptcy Code, any and all administrative expense claims and unsecured claims against the Debtors or their estates in any of the Cases and any Successor Cases, at any time existing or arising, of any kind or nature whatsoever, including, without limitation, administrative expenses of the kinds specified in or ordered pursuant to sections 105, 328, 330, 331, 364, 503(a), 503(b), 507(a) (other than 507(a)(1)), 507(b), 546(c), 726 (to the extent permitted by law), 1113, and 1114 of the Bankruptcy Code, and any other provision of the Bankruptcy Code, to the extent provided under section 364(c)(1) of the Bankruptcy Code. No lien or interest avoided and preserved for the benefit of the estate pursuant to section 551 of the Bankruptcy Code shall be *pari passu* with or senior to the DIP Superpriority Claims.

8. No Obligation to Extend Credit. Except as may be required to fund the Carve Out Reserves (as defined below) as set forth in this Interim Order, the DIP Secured Parties

shall have no obligation to make any loan or advance, or to issue, amend, renew, or extend any letters of credit or bankers' acceptance under the DIP Documents, unless all of the conditions precedent to the making of such extension of credit or the issuance, amendment, renewal, or extension of such letter of credit or bankers' acceptance be deemed issued under and subject to the DIP Documents and this Interim Order have been satisfied in full or waived by the DIP Agent in accordance with the terms of the DIP ABL Credit Agreement.

9. Use of Proceeds of DIP ABL Facility. From and after the Petition Date, the Debtors shall use advances of credit under the DIP ABL Facility, in accordance with the Budget (subject to such variances as permitted in this Interim Order and the DIP ABL Credit Agreement), only for the purposes specifically set forth in this Interim Order, the DIP Documents, and the Budget and in compliance with the terms and conditions in this Interim Order and the DIP Documents.

10. DIP Roll-Up Obligations. Upon entry of this Interim Order, without any further action by the Debtors or any other party, and as a condition to the provision of liquidity under the DIP ABL Facility, the Prepetition ABL Obligations shall be refinanced and repaid by the DIP ABL Loans and shall, to the extent remaining outstanding, constitute DIP Obligations. The authorization of the DIP Roll-Up Obligations shall be subject to the reservation of rights set forth in paragraph 50 of this Interim Order.

Authorization to Use Cash Collateral

11. Authorization to Use Cash Collateral. Subject to the terms and conditions of this Interim Order, the DIP ABL Facility, and the DIP Documents and in accordance with the Budget (subject to such variances as permitted in this Interim Order and the DIP Documents), including, without limitation, the use of DIP Secondary Collateral to reduce the DIP Obligations

(without a commitment reduction) in accordance with the Budget and in accordance with the Term Loan Segregated Cash Release Schedule, the Debtors are authorized to use Cash Collateral until the earlier of the DIP Termination Date or the Cash Collateral Termination Date (each as defined herein); *provided, however*, that, upon the Termination Declaration Date, the Carve-Out shall be funded and available to satisfy then-due Allowed Professional Fees (as defined in paragraph 47 of this Interim Order); *provided, further*, that during the Remedies Notice Period (as defined herein), the Debtors may use Cash Collateral to meet payroll obligations (other than severance), sales taxes and other expenses that the DIP Agent and Prepetition Term Loan Agent approve (each in its sole discretion) as critical to keeping the Debtors' business operating subject to the Budget. Nothing in this Interim Order shall authorize the disposition of any assets of the Debtors or their estates outside the ordinary course of business, or any Debtor's use of any Cash Collateral or other proceeds resulting therefrom, except as permitted in this Interim Order (including the Carve Out), the DIP ABL Facility, the DIP Documents, and in accordance with the Budget (subject to such variances as permitted in this Interim Order and the DIP Documents). For the avoidance of doubt, other than as set forth in this paragraph 11, the Debtors shall have no authority to utilize the Term Loan Segregated Cash pursuant to this Interim Order.

12. Adequate Protection Liens.

(a) *Prepetition ABL Adequate Protection Liens.* Subject to the Carve Out as set forth in this Interim Order, pursuant to sections 361, 363(e), and 364(d) of the Bankruptcy Code, as adequate protection of the interests of the Prepetition ABL Parties in the Prepetition Collateral to the extent of any Diminution in Value of such interests in the Prepetition Collateral, the Debtors hereby grant to the Prepetition ABL Agent, for the benefit of itself and the Prepetition ABL Parties, continuing, valid, binding, enforceable, and perfected postpetition

security interests in and liens (the “Prepetition ABL Adequate Protection Liens”) on the DIP Collateral; *provided* that the foregoing collateral shall not include assets or property (other than Prepetition Collateral, including Cash Collateral and the proceeds thereof) upon which, and solely to the extent that, the grant of an Adequate Protection Lien (as defined herein) as contemplated in this Interim Order, unless otherwise expressly permitted by the terms of the applicable executory contracts and unexpired nonresidential leases, would constitute a default or event of default under any of the Debtors’ contracts or leases (and such default would not be excused or rendered ineffective by operation of the Bankruptcy Code or applicable nonbankruptcy law), but shall include the proceeds thereof.

(b) *Prepetition Term Loan Adequate Protection Liens.* Subject to the Carve Out as set forth in this Interim Order, pursuant to sections 361, 363(e), and 364(d) of the Bankruptcy Code, as adequate protection of the interests of the Prepetition Term Loan Parties in the Prepetition Collateral against any Diminution in Value of such interests in the Prepetition Collateral, the Debtors hereby grant to the Prepetition Term Loan Agent, for the benefit of itself and the Prepetition Term Loan Parties, valid, binding, enforceable, and perfected postpetition security interests in and liens (the “Prepetition Term Loan Adequate Protection Liens,” and together with the Prepetition ABL Adequate Protection Liens, the “Adequate Protection Liens”) on the DIP Collateral and the Term Loan Segregated Cash; *provided* that the foregoing collateral shall not include assets or property (other than Prepetition Collateral, including Cash Collateral and the proceeds thereof) upon which, and solely to the extent that, the grant of an Adequate Protection Lien as contemplated in this Interim Order, unless otherwise expressly permitted by the terms of the applicable executory contract or unexpired nonresidential leases would constitute a default or event of default under any of the Debtors’ contracts or leases (and such default would

not be excused or rendered ineffective by operation of the Bankruptcy Code or applicable nonbankruptcy law), but shall include the proceeds thereof.

13. Priority of Adequate Protection Liens.

(a) The Prepetition ABL Adequate Protection Liens shall be subject to the Carve Out as set forth in this Interim Order and shall otherwise be junior only to: (i) with respect to the DIP Primary Collateral, (A) the DIP Liens; (B) Permitted Prior Liens; and (C) the Prepetition ABL Liens; and (ii) with respect to the DIP Secondary Collateral, (A) Permitted Prior Liens; (B) the Prepetition Term Loan Liens; (C) the Prepetition Term Loan Adequate Protection Liens; (D) the DIP Liens; and (E) the Prepetition ABL Liens. The Prepetition ABL Adequate Protection Liens shall be senior to all other security interests in, liens on, or claims against any of the DIP Collateral, subject to the Intercreditor Agreement.

(b) The Prepetition Term Loan Adequate Protection Liens shall be subject to the Carve Out as set forth in this Interim Order and shall otherwise be junior only to: (i) with respect to the DIP Primary Collateral, (A) Permitted Prior Liens, (B) the DIP Liens, (C) the Prepetition ABL Liens, (D) the Prepetition ABL Adequate Protection Liens, and (E) the Prepetition Term Loan Liens; and (ii) with respect to the DIP Secondary Collateral, (A) Permitted Prior Liens, and (B) the Prepetition Term Loan Liens. The Prepetition Term Loan Adequate Protection Liens shall be senior to all other security interests in, liens on, or claims against any of the DIP Collateral, subject to the Intercreditor Agreement.

(c) Except as provided herein, the Adequate Protection Liens shall not be made subject to or *pari passu* with any lien or security interest heretofore or hereinafter in the Cases or any Successor Cases, and shall be valid and enforceable against any trustee appointed in any of the Cases or any Successor Cases, or upon the dismissal of any of the Cases or Successor

Cases. The Adequate Protection Liens shall not be subject to sections 510, 549, or 550 of the Bankruptcy Code. No lien or interest avoided and preserved for the benefit of the estate pursuant to section 551 of the Bankruptcy Code shall be *pari passu* with or senior to the Prepetition Liens or the Adequate Protection Liens.

14. Adequate Protection Superpriority Claims.

(a) *Prepetition ABL Superpriority Claim.* As further adequate protection of the interests of the Prepetition ABL Parties in the Prepetition Collateral against any Diminution in Value of such interests in the Prepetition Collateral, the Prepetition ABL Agent, on behalf of itself and the Prepetition ABL Parties, is hereby granted, subject to the Carve Out, as and to the extent provided by section 507(b) of the Bankruptcy Code, an allowed superpriority administrative expense claim in each of the Cases and any Successor Cases (the “Prepetition ABL Superpriority Claim”).

(b) *Prepetition Term Loan Superpriority Claim.* As further adequate protection of the interests of the Prepetition Term Loan Parties in the Prepetition Collateral against any Diminution in Value of such interests in the Prepetition Collateral, the Prepetition Term Loan Agent, on behalf of itself and the Prepetition Term Loan Parties, is hereby granted, subject to the Carve Out, as and to the extent provided by section 507(b) of the Bankruptcy Code, an allowed superpriority administrative expense claim in each of the Cases and any Successor Cases (the “Prepetition Term Loan Superpriority Claim,” and together with the Prepetition ABL Superpriority Claim, the “Adequate Protection Superpriority Claims”).

15. Priority of the Adequate Protection Superpriority Claims. Except as set forth herein, the Adequate Protection Superpriority Claims shall have priority, to the extent provided by section 507(b) of the Bankruptcy Code, over all administrative expense claims and

unsecured claims against the Debtors or their estates, now existing or hereafter arising, of any kind or nature whatsoever, including, without limitation, administrative expenses of the kinds specified in or ordered pursuant to sections 105, 328, 330, 331, 503(a), 503(b), 507(a) (other than 507(a)(1), 506(c) (subject to entry of the Final Order), 507(b), 546(c), 726 (to the extent permitted by law), 1113, and 1114 of the Bankruptcy Code; *provided, however*, the Adequate Protection Superpriority Claims shall be subject to the Carve Out and shall otherwise have priority in the following order: (a) with respect to the DIP Primary Collateral, (1) the DIP Superpriority Claim, (2) the Prepetition ABL Superpriority Claim, and (3) the Prepetition Term Loan Superpriority Claim; and (b) with respect to the DIP Secondary Collateral, (1) the Prepetition Term Loan Superpriority Claim, (2) the DIP Superpriority Claim, and (3) the Prepetition ABL Superpriority Claim.

16. Adequate Protection Payments and Protections for Prepetition ABL Parties.

As further adequate protection (the “Prepetition ABL Adequate Protection Payments”), the Debtors are authorized and directed to provide adequate protection to the Prepetition ABL Parties in the form of payment in cash (and as to fees and expenses, without the need for the filing of a formal fee application) of (a) solely to the extent that any Prepetition ABL Obligations remain outstanding after entry of this Interim Order, interest (at the rate in accordance with the provisions of the Prepetition Documents) and principal due under the Prepetition ABL Documents with respect to such remaining Prepetition ABL Obligations, subject to the rights preserved in paragraph 50 below, (b) immediately upon entry of this Interim Order, payment of the reasonable and documented fees, out-of-pocket expenses, and disbursements (including the reasonable and documented fees, out-of-pocket expenses, and disbursements of counsel, financial advisors, auditors, third-party consultants, and other vendors) incurred by the Prepetition ABL Agent arising prior to the Petition Date and reimbursable under the Prepetition ABL Documents, including

reasonable and documented fees and expenses of (1) Morgan, Lewis & Bockius LLP, (2) McMillan LLP, (3) Berkeley Research Group, LLC and (4) Winstead PC (collectively, the “ABL Advisors”), and (iii) in accordance with the procedures set forth in paragraph 43 hereof, the reasonable and documented fees, out-of-pocket expenses, and disbursements (including the reasonable and documented fees, out-of-pocket expenses, and disbursements of counsel, financial advisors, auditors, third-party consultants, and other vendors) incurred by the Prepetition ABL Agent arising subsequent to the Petition Date reimbursable under the Prepetition ABL Documents; *provided, however*, that during the continuation of a DIP Event of Default, any such payments to the Prepetition ABL Parties shall be made solely from the DIP Primary Collateral. Subject to entry of the Final Order, upon the earliest to occur of (a) entry of the Final Order, (b) the DIP Termination Date, or (c) delivery of the Carve Out Trigger Notice, the Debtors are further authorized and directed to pay (which may be made through an advance under the DIP ABL Facility) to the Prepetition ABL Agent, for the benefit of the Prepetition ABL Parties, \$500,000 into a non-interest bearing account maintained at JPMorgan Chase Bank, N.A. (the “Prepetition ABL Indemnity Reserve”) to secure contingent indemnification, reimbursement, or similar continuing obligations arising under or related to the Prepetition ABL Documents (the “Prepetition ABL Indemnity Obligations”); *provided* that the Debtors shall not be required to fund the Prepetition ABL Indemnity Reserve if, at the time of the earliest to occur of the DIP Termination Date, the delivery of the Carve Out Trigger Notice, or the entry of the Final Order, the Prepetition ABL Obligations have been (or are contemporaneously therewith) Paid in Full. The Prepetition ABL Indemnity Reserve shall secure all costs, expenses, and other amounts (including reasonable and documented attorneys’ fees) owed to or incurred by the Prepetition ABL Agent and the Prepetition ABL Lenders related to the Prepetition ABL Documents, the Prepetition ABL Obligations, or the

Prepetition ABL Liens granted to the Prepetition ABL Agent, as applicable, whether in these Cases or independently in another forum, court, or venue. The Prepetition ABL Indemnity Obligations shall be secured, and not subject to the Carve Out, by a first lien on the Prepetition ABL Indemnity Reserve and the funds therein and by a lien on the DIP Collateral and the Prepetition Collateral (subject in all respects to the Intercreditor Agreement). Subject to paragraph 43 below, payments of Prepetition ABL Indemnity Obligations shall be made as and when they arise and paid with the Prepetition ABL Indemnity Reserve, without further notice to or consent from the Debtors, a Committee (if appointed), or any other parties in interest and without further order of this Court; *provided*, that the rights of parties in interest with Requisite Standing¹¹ to object to any such indemnification claim(s) are hereby reserved in accordance with paragraph 50 hereof. The Prepetition ABL Agent (for itself and on behalf of the Prepetition ABL Parties) shall retain and maintain the Prepetition ABL Liens and the Prepetition ABL Adequate Protection Liens granted to the Prepetition ABL Agent as security for the amount of any Prepetition ABL Indemnity Obligations not capable of being satisfied from application of the funds on deposit in the Prepetition ABL Indemnity Reserve. The Prepetition ABL Indemnity Reserve (but not the Prepetition ABL Indemnity Obligations) shall be released and the funds applied in accordance with paragraph 26 of this Interim Order at such time as the Prepetition ABL Indemnity Obligations are Paid in Full.

17. Adequate Protection Payments and Protections for Prepetition Term Loan Parties. As further adequate protection (the “Prepetition Term Loan Adequate Protection Payments,” and together with the Prepetition ABL Adequate Protection Payments, the “Adequate

¹¹ As used in this Final Order, a party in interest with “Requisite Standing” shall mean a party in interest (including the Committee, if appointed) that has obtained an order of the Court granting such party derivative standing.

Protection Payments”), the Debtors are authorized and directed to provide the following adequate protection to the Prepetition Term Loan Parties in the form of payment in cash (and as to fees and expenses, without the need for the filing of a formal fee application): (a) immediately upon entry of the Interim Order, all overdue accrued and unpaid interest (at the non-default rate) and other amounts (other than principal) due under the Prepetition Term Loan Agreement (whether accrued prior to or after the Petition Date), (b) immediately upon entry of this Interim Order, payment of any unpaid reasonable and documented fees, out-of-pocket expenses, and disbursements (including the reasonable and documented fees, out-of-pocket expenses, and disbursements of counsel, financial advisors, auditors, third-party consultants, and other vendors) incurred by the Prepetition Term Loan Agent and the Prepetition Term Loan Lenders arising prior to the Petition Date and reimbursable under the Prepetition Term Loan Documents, including reasonable and documented fees and expenses of (1) Gibson, Dunn & Crutcher LLP, (2) Houlihan Lokey Capital Inc., (3) Porter Hedges LLP (collectively, the “Term Loan Advisors”); and (4) Clifford Chance (counsel to the Prepetition Term Loan Agent), (c) interest and other amounts, as and when due under the Prepetition Term Loan Agreement, in each case at the non-default rate, and (d) in accordance with the procedures set forth in paragraph 43 hereof, the reasonable and documented fees, out-of-pocket expenses, and disbursements (including the reasonable and documented fees, out-of-pocket expenses, and disbursements of the Term Loan Advisors) arising subsequent to the Petition Date; *provided, however*, that during the continuance of a DIP Event of Default, any such payments to the Prepetition Term Loan Parties shall be made solely from the DIP Secondary Collateral.

18. Additional Adequate Protection for Prepetition Term Loan Parties. As further adequate protection, the Debtors shall provide to the Term Loan Advisors, on behalf of the

Prepetition Term Loan Lenders: (a) continued periodic reporting under the Prepetition Term Loan Credit Agreement; (b) the following enhanced reporting (on a professionals' eyes only or non-cleansing basis) (1) a listing of permanently open store counts (i.e. stores not designated for permanent closure) by banner, updated on a weekly basis, (2) comp sales by banner, updated on a weekly basis, (3) a lease-by-lease summary report describing the status of negotiations and/or proposed sales for any leased properties, updated on a weekly basis, (4) inventory and borrowing base reports, updated on a weekly basis, and (5) any additional reporting delivered to either the DIP Agent or DIP Lenders (or their respective advisors), under the DIP Documents, and (c) access to management (including but not limited to the chief restructuring officer) of the Debtors no less frequently than once every week.

19. Adequate Protection Reservation. Nothing herein shall impair or modify the application of section 507(b) of the Bankruptcy Code in the event that the adequate protection provided hereunder to the Prepetition Secured Parties is insufficient to compensate for any Diminution in Value of their respective interests in the Prepetition Collateral. The receipt by the Prepetition Secured Parties of the adequate protection provided herein shall not be deemed an admission that the interests of the Prepetition Secured Parties are adequately protected. Further, this Interim Order shall not prejudice or limit the rights of the Prepetition Secured Parties to seek additional relief with respect to the use of Cash Collateral or for additional adequate protection, and all parties in interests' rights are reserved with respect thereto.

**Provisions Common to
DIP Financing and Use of Cash Collateral**

20. Amendment of the DIP Documents. The DIP Documents may from time to time be amended, modified, or supplemented by the parties thereto without further order of the Court if the amendment, modification, or supplement is (a) immaterial or non-adverse to the

Debtors and their estates and (b) in accordance with the DIP Documents. In the case of a material amendment, modification, waiver, or supplement to the DIP Documents that is adverse to the Debtors, their estates or stakeholders (including, for the avoidance of doubt, the Prepetition Term Loan Parties), the Debtors shall provide notice (which may be provided through electronic mail or facsimile) to counsel to a Committee (if appointed), the Term Loan Advisors, and the U.S. Trustee, (the “Notice Parties”) at least five (5) business days prior to the proposed effectiveness of such amendment, modification, or supplement; *provided*, that executed waivers need only be provided to such parties substantially concurrently with the effectiveness thereof; *provided, further, however*, any such material amendment, modification, or supplement that is adverse to the Debtors, their estates, or other creditors shall be filed with the Court, and waiver of compliance with any covenant or extension of the period for compliance shall not be deemed to be adverse to the Debtors or their estates.

21. Budget Maintenance. The use of borrowings and letters of credit under the DIP ABL Facility and the use of Cash Collateral shall be in accordance with the Budget, subject in all respects to the variances set forth in this Interim Order and in the DIP ABL Credit Agreement. The Budget shall depict, on a weekly basis and line item basis (i) projected cash receipts, (ii) projected cash disbursements (including ordinary course operating expenses, capital expenditures, bankruptcy-related expenses and certain other fees and expenses, and including expenses relating to the DIP Documents), (iii) net cash flow, (iv) Availability (as defined in the DIP ABL Credit Agreement, (v) total available liquidity, and (vi) professional fees and disbursements with respect to the Debtors’ professionals and other estate professionals, for the first thirteen (13) week period from the Closing Date, and such initial Budget shall be approved by, and in form and substance satisfactory to the DIP Agent, the Required Lenders (as defined in

the DIP ABL Credit Agreement), and holders of Prepetition Term Loan Obligations in an aggregate principal amount equal to or greater than two-thirds of the aggregate principal amount of Prepetition Term Loan Obligations held by all signatories to the RSA (the “Super-Majority Prepetition Term Loan Lenders”), each in their sole discretion (it being acknowledged and agreed that the initial Budget attached hereto has been approved by the DIP Agent, the Required Lenders and the Super-Majority Prepetition Term Loan Lenders). The Budget shall be updated, modified, or supplemented by the Debtors in accordance with the DIP ABL Credit Agreement, but in any event the Budget shall be updated by the Debtors not less than one time in each fiscal month, and shall be transmitted to the Lender Advisors (as defined in the DIP ABL Credit Agreement) and the Term Loan Advisors and publicly posted to the Prepetition Term Loan Agent’s website to all holders of Term Loan Obligations when approved and adopted. Each such updated, modified, or supplemented budget shall be approved in writing (including by email) by, and shall be in form and substance satisfactory to, the DIP Agent, the Required Lenders, and the Steerco-Super Majority Lenders, (each in their sole discretion), and no such updated, modified, or supplemented budget shall be effective until so approved, and once so approved shall be deemed the Budget; *provided, however*, that in the event the parties cannot agree as to an updated, modified or supplemented budget within three (3) business days of such proposed updated, modified or supplemented budget’s delivery to the Lender Advisors and the Term Loan Advisors, such disagreement shall constitute an immediate DIP Event of Default and Cash Collateral Termination Event (each as defined below) once the period covered by the prior approved Budget has terminated, unless a new Budget has been approved by the end of such period, (and at all times thereafter such then-current approved Budget shall remain in effect unless and until a new Budget

is approved by the DIP Agent, the Required Lenders, and the Steerco-Super Majority Lenders).¹²

22. Budget Compliance: Obligations of the Debtors to the DIP Secured Parties.

The Debtors shall at all times comply with the Budget, subject to the variances set forth in the DIP ABL Credit Agreement. The Debtors shall provide all reports and other information as required in the DIP ABL Credit Agreement. The Debtors' failure to comply with the Budget (including the variances set forth in the DIP ABL Credit Agreement) or to provide the reports and other information required in the DIP ABL Credit Agreement shall constitute a DIP Event of Default (as defined herein) following the expiration of any applicable cure period set forth in the DIP ABL Credit Agreement unless waived in accordance with the terms of the DIP ABL Credit Agreement.

23. Budget Compliance: Obligations of the Debtors to the Prepetition Term

Loan Parties. On Friday of each week following the Petition Date, the Debtors will deliver to the Term Loan Advisors a line-item by line-item variance report, setting forth, in reasonable detail, any variances between actual amounts for each line item in the Budget for the Variance Testing Period¹³ versus projected amounts set forth in the applicable Budget for each line-item included therein on a cumulative basis for such Variance Testing Period (for the avoidance of doubt, to be prepared by comparing the sum of the four (4) figures (or less, if the applicable Variance Testing Period has less than four weeks) for each relevant fiscal week for such corresponding line item in

¹² “Steerco-Super Majority Lenders” means as of the relevant date, one or more holders of Term Loans who are signatories to the RSA that individually or collectively hold at least two-thirds of the aggregate outstanding principal amount of Term Loans that are held by the steering committee of the ad hoc group of Prepetition Term Loan Lenders (which may in all cases be communicated by the Term Loan Advisors via e-mail).

¹³ “Variance Testing Period” means the four-fiscal week calendar period up to and through the Saturday of the fiscal week most recently ended prior to the applicable date of delivery of such variance report (provided that, if less than four-fiscal weeks have transpired since the Petition Date, the Variance Testing Period shall include the entire period from the Petition Date through the Saturday of the fiscal week most recently ended prior to the applicable Variance Testing Period).

the relevant Budget that was in effect in respect of each relevant week at the time). The variance report shall also provide a reasonably detailed explanation (including whether such variance is permanent or temporary in nature or timing related) for any negative variance in such variance report in excess of 10% in actual receipts and any positive variance in such variance report in excess of 10% in actual operating disbursements during the Variance Testing Period (unless the dollar amount corresponding to such percentage variance is less than \$1,000,000) as compared to projections for such corresponding line items during the Variance Testing Period as set forth in the Budget. The Debtors shall at all times comply with the Budget, subject to the following variances: (i) actual operating cash receipts for any four-fiscal week period up to and through the Saturday of the fiscal week most recently ended prior to the applicable variance report delivery date ("Four Week Period") must not be less than 90% of budgeted operating cash receipts for any such Four Week Period and (ii) the actual cash disbursements (excluding professional fees) for any Four Week Period shall not be greater than 110% of the budgeted cash disbursements for any such Four Week Period; *provided*, that any variance from a prior period as tested against a cumulative budget shall carry forward in the succeeding Four Week Period for purposes of the Budget. Failure to comply with the Budget (including the variances set forth herein) shall constitute an immediate Cash Collateral Termination Event, unless waived by the Requisite Prepetition Term Loan Lenders.

24. Modification of Automatic Stay. The automatic stay imposed under section 362(a)(2) of the Bankruptcy Code is hereby modified as necessary to effectuate all of the terms and provisions of this Interim Order, including, without limitation, to: (a) permit the Debtors to grant the DIP Liens, Adequate Protection Liens, DIP Superpriority Claims, and Adequate Protection Superpriority Claims; (b) permit the Debtors to perform such acts as the DIP Agent and

Prepetition Term Loan Agent may reasonably request to assure the perfection and priority of the liens granted herein; (c) permit the Debtors to incur all liabilities and obligations to the DIP Secured Parties, Prepetition ABL Parties, and the Prepetition Term Loan Parties under the DIP Documents, the DIP ABL Facility, and this Interim Order, as applicable; and (d) authorize the Debtors to pay, and the DIP Secured Parties and the Prepetition Secured Parties to retain and apply, payments made in accordance with the terms of this Interim Order.

25. Perfection of DIP Liens and Adequate Protection Liens. This Interim Order shall be sufficient and conclusive evidence of the creation, validity, perfection, and priority of all liens granted herein, including the DIP Liens and the Adequate Protection Liens, without the necessity of filing or recording any financing statement, mortgage, notice, or other instrument or document which may otherwise be required under the law or regulation of any jurisdiction or the taking of any other action (including, for the avoidance of doubt, entering into any deposit account control agreement or mortgage) to validate or perfect (in accordance with applicable non-bankruptcy law) the DIP Liens and the Adequate Protection Liens, or to evidence or entitle the DIP Secured Parties and the Prepetition Secured Parties to the priorities granted herein. Notwithstanding the foregoing, each of the DIP Agent and each Prepetition Agent is authorized to file, in the applicable registries of deeds and other appropriate public records, as it in its sole discretion deems necessary or advisable, such financing statements, security agreements, mortgages, leasehold mortgages, notices of liens, and other similar documents to perfect in accordance with applicable non-bankruptcy law or to otherwise evidence the DIP Liens and the Adequate Protection Liens, and all such financing statements, mortgages, leasehold mortgages, notices, and other documents shall be deemed to have been filed or recorded as of the Petition Date; *provided, however*, that no such filing or recordation shall be necessary or required in order

to create or perfect the DIP Liens or the Adequate Protection Liens. The Debtors are authorized and directed to execute and deliver promptly upon demand to the DIP Agent, the Prepetition ABL Agent, and the Prepetition Term Loan Agent, as applicable, all such financing statements, deposit account control agreements, mortgages, leasehold mortgages, notices, and other documents and/or applicable amendments as the DIP Agent, the Prepetition ABL Agent, or the Prepetition Term Loan Agent may reasonably request. Each of the DIP Agent, the Prepetition ABL Agent, and the Prepetition Term Loan Agent, in each of their discretion, may file a photocopy of this Interim Order as a financing statement with any filing or recording office or with any registry of deeds or similar office, in addition to or in lieu of such financing statements, notices of lien, or similar instrument. To the extent that the Prepetition ABL Agent is the secured party under any security agreement, mortgage, leasehold mortgage, landlord waiver, credit card processor notices or agreements, bailee letters, custom broker agreements, financing statement, account control agreements, or any other Prepetition Documents or is listed as loss payee or additional insured under any of the Debtors' insurance policies, the DIP Agent shall also be deemed to be the secured party under such documents or to be the loss payee or additional insured, as applicable. The Prepetition ABL Agent shall serve as agent for the DIP Agent for purposes of perfecting the DIP Agent's liens on all DIP Collateral that, without giving effect to the Bankruptcy Code and this Interim Order, is of a type such that perfection of a lien therein may be accomplished only by possession or control by a secured party.

26. Application of Proceeds of Collateral. As a condition to the entry of the DIP Documents, the extension of credit under the DIP ABL Facility, and the authorization to use Cash Collateral, the Debtors have agreed that as of and commencing on the date of the Interim Hearing, the Debtors shall apply all net proceeds of DIP Collateral (and, solely when released in

accordance with the Term Loan Segregated Cash Release Schedule, the Term Loan Segregated Cash) including whether sold in the ordinary course, liquidated pursuant to the Store Closing Motion, or otherwise, as provided in the DIP ABL Credit Agreement (without a reduction in commitments thereunder).

27. Protections of Rights of the Prepetition Secured Parties.

(a) Subject to the Intercreditor Agreement, unless the DIP Agent, Prepetition ABL Agent, and Prepetition Term Loan Agent have each provided their respective prior written consent, or all DIP Obligations, Prepetition ABL Obligations, and Prepetition Term Loan Obligations (excluding contingent indemnification obligations for which no claim has been asserted) have been, or contemporaneously will be, Paid in Full and the lending commitments under the DIP ABL Facility have terminated, in any of these Cases, any Successor Cases or the Canadian Cases, the Debtors shall neither seek entry of, nor support any motion or application seeking entry of, and otherwise shall object to any motion or application seeking entry of, any order (including any order confirming any plan of reorganization or liquidation) that authorizes any of the following: (i) the obtaining of credit or the incurring of indebtedness that is secured by a security, mortgage, or collateral interest or other lien on all or any portion of the DIP Collateral or Prepetition Collateral and/or that is entitled to administrative priority status, in each case that is superior to or *pari passu* with the DIP Liens, the DIP Superpriority Claims, the Prepetition Liens, the Adequate Protection Liens, and/or the Adequate Protection Superpriority Claims except as expressly set forth in this Interim Order or the DIP Documents; (ii) the use of Cash Collateral for any purpose other than as permitted in the DIP Documents and this Interim Order; (iii) except as set forth in the DIP Documents, the return of goods pursuant to section 546(h) of the Bankruptcy Code (or other return of goods on account of any prepetition indebtedness) to any creditor of any

Debtor or any creditor's taking any setoff or recoupment against any of its prepetition indebtedness based upon any such return of goods pursuant to section 553 of the Bankruptcy Code or otherwise; or (iv) any modification of any of the DIP Secured Parties' or the Prepetition Secured Parties' rights under this Interim Order, the DIP Documents, the Prepetition ABL Documents, or the Prepetition Term Loan Documents with respect any DIP Obligations, Prepetition ABL Obligations, or Prepetition Term Loan Obligations. It shall be an Event of Default under the DIP Documents and a Cash Collateral Termination Event under this Interim Order if, in any of these Cases or any Successor Cases, the Debtors take or fail to take any of the actions contemplated with respect to provisions (i) through (iv) of the previous sentence or if any order is entered granting any of the relief enumerated in provisions (i) through (iv) of the previous sentence.

(b) No Debtor shall object to any DIP Secured Parties, or any Prepetition Secured Parties, credit bidding up to the full amount of the applicable outstanding DIP Obligations and Prepetition Secured Obligations (as applicable), in each case including any accrued interest, fees, and expenses, in any sale of any DIP Collateral or Prepetition Collateral, as applicable, whether such sale is effectuated through sections 363 or 1129 of the Bankruptcy Code, by a Chapter 7 trustee under section 725 of the Bankruptcy Code, or otherwise.

28. Credit Bidding. In connection with any sale process authorized by the Court, (a) the DIP Secured Parties, and (b) subject to the rights preserved in paragraph 50, the Prepetition ABL Parties and Prepetition Term Loan Parties (or any such party's designee) may credit bid, consistent with the applicable DIP Documents and/or Prepetition Documents, some or all of their claims for their respective priority collateral (each a "Credit Bid") to the extent permitted by section 363(k) of the Bankruptcy Code, subject in each case to the rights, duties, and limitations, as applicable, of the parties under the Intercreditor Agreement and the Prepetition

Documents, and to the provision of consideration sufficient to pay in full in cash any senior liens on the collateral that is subject to the Credit Bid. Each of the DIP Secured Parties, Prepetition ABL Parties, and Prepetition Term Loan Parties (or any such party's designee) shall each be considered a "Qualified Bidder" with respect to its respective rights to acquire all or any of the assets by Credit Bid.

29. Proceeds of Subsequent Financing. If the Debtors, any trustee, any examiner with expanded powers, or any responsible officer subsequently appointed in these Cases or any Successor Cases, shall obtain credit or incur debt pursuant to sections 364(b), 364(c), or 364(d) of the Bankruptcy Code or in violation of the DIP Documents at any time prior to the DIP Obligations and Prepetition ABL Obligations being Paid in Full, and the termination of the DIP Secured Parties' obligation to extend credit under the DIP ABL Facility, including subsequent to the confirmation of any plan with respect to any or all of the Debtors and the Debtors' estates, and such facilities are secured by any DIP Collateral, then all the cash proceeds derived from such credit or debt shall immediately be turned over to the DIP Agent to be applied in accordance with this Interim Order and the DIP Documents.

30. Cash Collection. From and after the date of the entry of this Interim Order, all collections and proceeds of any DIP Primary Collateral or Prepetition ABL Priority Collateral and all Cash Collateral that does not constitute DIP Secondary Collateral (and except as otherwise set forth in the DIP ABL Credit Agreement) that shall at any time come into the possession, custody, or control of any Debtor, or to which any Debtor is now or shall become entitled at any time, shall, to the extent required by the DIP Documents, be promptly deposited in the same lock-box and/or deposit accounts into which the collections and proceeds of the Prepetition ABL Priority Collateral were deposited under the Prepetition Documents (or in such other accounts as

are designated by the DIP Agent from time to time) (collectively, the “Cash Collection Accounts”), which accounts (except as otherwise set forth in the DIP ABL Credit Agreement) shall be subject to the sole dominion and control of the DIP Agent in accordance with the DIP ABL Credit Agreement (and, for the avoidance of doubt, the DIP Agent shall be authorized to issue notices of exclusive control or similar notices under existing control agreements). All proceeds and other amounts in the Cash Collection Accounts shall be remitted to the DIP Agent for application in accordance with the DIP Documents and this Interim Order. Unless otherwise agreed to in writing by the DIP Agent or otherwise provided for herein, or otherwise ordered by the Court, the Debtors shall maintain no accounts except those identified in any cash management order entered by the Court (a “Cash Management Order”). The Debtors and the financial institutions where the Debtors’ Cash Collection Accounts are maintained (including those accounts identified in any Cash Management Order), are authorized and directed to remit, without offset or deduction, funds in such Cash Collection Accounts upon receipt of any direction to that effect from the DIP Agent. For the avoidance of doubt, Term Loan Segregated Cash shall only be released and deposited into the Cash Collection Accounts in accordance with the Term Loan Segregated Cash Release Schedule.

31. Maintenance of DIP Collateral. Until all DIP Obligations and all Prepetition ABL Obligations are Paid in Full, and the DIP Secured Parties’ obligation to extend credit under the DIP ABL Facility has terminated, the Debtors shall: (a) insure the DIP Collateral as required under the DIP ABL Facility; and (b) maintain the cash management system in effect as of the Petition Date, as modified by any Cash Management Order that has first been agreed to by the DIP Agent or as otherwise required by the DIP Documents or this Interim Order unless such cash management system is modified with the consent of the DIP Agent and the Prepetition Term

Loan Agent (such consents not to be unreasonably withheld) or modified as a result of entry of any order by the Court.

32. Disposition of DIP Collateral. The Debtors shall not sell, transfer, lease, encumber, or otherwise dispose of any portion of the DIP Collateral, Prepetition ABL Priority Collateral or Prepetition Term Priority Collateral other than in the ordinary course of business, without (subject to the Intercreditor Agreement) the prior written consent of the DIP Agent, Prepetition ABL Agent or (solely with respect to the DIP Secondary Collateral, including the Term Loan Segregated Cash) the Prepetition Term Loan Agent, as the case may be (and no such consent shall be implied, from any other action, inaction or acquiescence by the DIP Secured Parties, the Prepetition ABL Parties, the Prepetition Term Loan Parties, or from any order of this Court), except as otherwise provided for in the DIP Documents (subject to the Intercreditor Agreement), or otherwise ordered by the Court.

33. DIP Maturity Date. On the DIP Maturity Date: (a) all DIP Obligations shall be immediately due and payable, all commitments to extend credit under the DIP ABL Facility will terminate, other than as may be required in paragraph 47 with respect to the Carve Out, all treasury and cash management, hedging obligations and bank product obligations constituting Obligations (as defined in the DIP ABL Credit Agreement) shall be cash collateralized, and all letters of credit and bankers' acceptances outstanding shall be cash collateralized in an amount equal to 103% of the face amount thereof, and such cash collateral shall not be subject to or subordinate to the Carve Out; (b) all authority to use DIP Primary Collateral shall cease, *provided, however,* that upon the DIP Maturity Date, the Carve Out shall be funded and available to satisfy then-due Allowed Professional Fees (as defined in paragraph 47 of this Interim Order) and (c) upon the expiration of the DIP Remedies Notice Period, the DIP Agent shall be entitled to

otherwise exercise rights and remedies under the DIP Documents in accordance with this Interim Order (including paragraph 35). For the purposes of this Interim Order, the “DIP Maturity Date” shall mean the date that is the earliest of (i) six (6) months after the Effective Date, (ii) the date of the substantial consummation (as defined in Section 1101(2) of the Bankruptcy Code) of an Acceptable Plan, (iii) the date the Court converts any of the Cases to a Chapter 7 case, (iv) the date the Court dismisses any of the Cases, and (v) the date on which the Loan Parties consummate a sale of all or substantially all of the assets of the Loan Parties pursuant to section 363 of the Bankruptcy Code or otherwise,.

34. DIP Events of Default. The occurrence of any of the following events, unless waived by the DIP Agent in advance, in writing, and in accordance with the terms of the DIP ABL Credit Agreement, shall constitute an event of default (collectively, the “DIP Events of Default”): (a) the failure of the Debtors to perform, in any respect, any of the terms, provisions, conditions, covenants, or obligations under this Interim Order or any orders of the Canadian Court; (b) the occurrence of a “DIP Event of Default” or “Cash Collateral Termination Event” under this Interim Order or an “Event of Default” under the DIP ABL Credit Agreement; or (c) the failure of the Debtors to comply with the Required Milestones attached hereto as **Exhibit 4**.

35. Rights and Remedies Upon DIP Event of Default. Immediately upon the occurrence and during the continuation of a DIP Event of Default, notwithstanding the provisions of section 362 of the Bankruptcy Code, without any application, motion, or notice to, hearing before, or order from the Court, but subject to the terms of this Interim Order (and the DIP Remedies Notice Period), the DIP Agent may declare (any such declaration shall, upon delivery by electronic mail (or other electronic means) to counsel to the Debtors, counsel to the Committee (if appointed), the Term Loan Advisors, and the U.S. Trustee, be referred to herein as a “DIP

Termination Declaration”) (a) all DIP Obligations owing under the DIP Documents to be immediately due and payable, (b) the termination, reduction, or restriction of any further commitment to extend credit to the Debtors to the extent any such commitment remains under the DIP ABL Facility, (c) the termination of the DIP ABL Facility and the DIP Documents as to any future liability or obligation of the DIP Secured Parties, but without affecting any of the DIP Liens or the DIP Obligations, (d) a termination, reduction, or restriction on the ability of the Debtors to use Cash Collateral (other than Prepetition Term Priority Collateral), (e) solely in the event that the Debtors fail to meet a Sale Milestone (defined in Exhibit 4), the occurrence of the “Agreed Sale Process” (as defined below) and (f) the delivery of the Carve Out Trigger Notice (as defined herein) to the Debtors (as applicable) has occurred, (the date which is the earliest to occur of the Maturity Date and any date a DIP Termination Declaration or Carve Out Trigger Notice is delivered to the Debtors in accordance with this Interim Order shall be referred to herein as the “DIP Termination Date”); *provided* that prior to the exercise of any right set forth in clauses (a)-(e), the DIP Agent shall be required to file a motion with the Court using a CM/ECF emergency code seeking emergency relief from the automatic stay (the “Stay Relief Motion”) on at least five (5) business days’ written notice to counsel to the Debtors, counsel to the Prepetition Agents, the Term Loan Advisors, counsel to a Committee (if appointed), and the U.S. Trustee (the “DIP Remedies Notice Parties”) of the DIP Agent’s intent to exercise its rights and remedies (the “DIP Remedies Notice Period”) and, during the DIP Remedies Notice Period, the Debtors, the Prepetition Term Loan Parties, and/or the Committee may seek an emergency hearing before the Court to contest the relief requested in the Stay Relief Motion; *provided*, that the burden shall be on any party opposing the exercise of such remedies and/or the Stay Relief Motion, and the DIP Secured Parties shall not be required to satisfy the applicable standard for relief from the automatic

stay.

36. Upon the Court's ruling with respect to the Stay Relief Motion, the Court may fashion an appropriate remedy upon a determination that a DIP Event of Default occurred, including that the DIP Agent shall be entitled to exercise all rights and remedies with respect to the DIP Collateral provided for in this Interim Order, including the right to foreclose on, or otherwise exercise its rights with respect to all or any portion of the DIP Collateral, as permitted by the Court. In the event that no objections to the Stay Relief Motion are filed by any of the Debtors, the Committee, or the Prepetition Term Loan Parties within the DIP Remedies Notice Period and upon the filing of a certificate of no objection by the DIP Agent, then the DIP Termination Date shall be deemed to have occurred for all purposes and the automatic stay will automatically be modified such that: (a) the DIP Secured Parties shall be entitled to exercise their rights and remedies in accordance with the DIP Documents and this Interim Order to satisfy the DIP Obligations, DIP Superpriority Claim, and DIP Liens, subject to the Carve Out (to the extent applicable), including, for the avoidance of doubt, declaring the occurrence of an Agreed Sale Process (as defined herein, and solely in the event that the Debtors fail to meet a Sale Milestone), and (b) the Prepetition ABL Parties shall be entitled to exercise their rights and remedies in accordance with the Prepetition ABL Documents and this Interim Order to satisfy the Prepetition ABL Obligations, Prepetition ABL Superpriority Claims, and Prepetition ABL Adequate Protection Liens, subject to the Carve Out (to the extent applicable). Notwithstanding anything to the contrary herein, the DIP Secured Parties and the Prepetition ABL Agent can only enter upon a leased premises following the issuance of a DIP Termination Declaration (i) as may be ordered by this Court upon motion and notice to the applicable landlord with an opportunity to respond that is reasonable under the circumstances; (ii) with the written consent of the applicable landlord; or

(iii) pursuant to rights the DIP Secured Parties and Prepetition ABL Agent have under applicable non-bankruptcy law. Subject to the terms and conditions of this Interim Order, and in accordance with the Budget, the Debtors are authorized to use Cash Collateral (other than Prepetition Term Priority Collateral) until the DIP Termination Date; *provided, however*, that during the DIP Remedies Notice Period, the Debtors may use Cash Collateral (other than Prepetition Term Priority Collateral) solely in accordance with the terms and provisions of the Budget.

37. In the event that the DIP Agent declares the occurrence of an Agreed Sale Process (which, for the avoidance of doubt, can occur solely in the event that the Debtors fail to meet a Sale Milestone), the Debtors shall commence a process for a full-chain liquidation (the “Agreed Sale Process”) and (1) following the filing of a motion on an expedited basis, and subject to the availability of the Court, obtain, within three business days after the DIP Remedies Notice Period, entry of an order from the Court, in form and substance approved by the DIP Agent, approving sale procedures with respect to a full-chain liquidation (which, at the Debtors’ option, may include designation of a stalking horse bid, subject to approval of the Court), (2) within seven business days after the DIP Remedies Notice Period, complete an auction for the full-chain liquidation and declare a “successful bidder” for the liquidation on terms and conditions consented to by the DIP Agent, and (3) following the filing of a motion on an expedited basis, and subject to the availability of the Court, obtain, within nine business days after the DIP Remedies Notice Period, entry of an order of the Court, in form and substance approved by the DIP Agent, approving the store liquidation and commence a full-chain liquidation pursuant to the approved liquidation agreement, the applicable Court sale order and a wind-down budget approved by the Court, reflecting those costs and expenses necessary to consummate an Agreed Sale Process in accordance with applicable law.

38. Cash Collateral Termination Events. Subject to paragraph 39 herein, the Debtors' right to use the Cash Collateral (other than DIP Primary Collateral) pursuant to this Interim Order shall terminate without further notice or court proceeding on the date of the occurrence of and continuance of any of the events set forth in **Exhibit 3** attached hereto (each a "Cash Collateral Termination Event," and the date on which such Cash Collateral Termination Event occurs, the "Cash Collateral Termination Date"), unless waived in writing by the Requisite Prepetition Term Loan Lenders.

39. Remedies Upon a Cash Collateral Termination Event. Upon the occurrence or continuation of a Cash Collateral Termination Event, unless such Cash Collateral Termination Event has been waived in writing by the Prepetition Agents, the Prepetition Term Loan Agent may, and any automatic stay (whether arising under section 362 of the Bankruptcy Code or otherwise) is hereby modified, without further notice to, hearing of, or order from this Court, to the extent necessary to permit the Prepetition Term Loan Agent to, upon the delivery of written notice (which may include electronic mail) (the "Cash Collateral Termination Notice") to the counsel to the Debtors, counsel to the DIP Agent, counsel to any Committee (if appointed), and the U.S. Trustee (the "Cash Collateral Remedies Notice Parties"): (i) terminate and/or revoke the Debtors' right under this Interim Order to use any Prepetition Term Priority Collateral (including any remaining Term Loan Segregated Cash); (ii) take any act to create, validate, evidence, attach, or perfect any lien, security interest, right, or claim in the Prepetition Term Priority Collateral (including any remaining Term Loan Segregated Cash); and (iii) to take any action and exercise all rights and remedies provided to it by this Interim Order; provided that prior to the Prepetition Term Loan Agent's exercise of any right in clauses (i)-(iii) of this paragraph, the Prepetition Term Loan Agent shall be required to file a Stay Relief Motion on at least five (5) business days' prior

written notice to the Cash Collateral Remedies Notice Parties of the Prepetition Term Loan Agent's intent to exercise its rights and remedies (the "Cash Collateral Remedies Notice Period") and, during the Cash Collateral Remedies Notice Period, the Debtors and the Committee may seek an emergency hearing before the court to contest the relief requested in the Stay Relief Motion; *provided*, that the burden shall be on any party opposing the exercise of such remedies and/or the Stay Relief Motion, and the Prepetition Term Loan Parties shall not be required to satisfy the applicable standard for relief from the automatic stay.

40. Upon the Court's ruling with respect to the Stay Relief Motion, the Court may fashion an appropriate remedy upon a determination that a Cash Collateral Termination Event has occurred, including that the Prepetition Term Loan Agent shall be entitled to exercise all rights and remedies provided for in this Interim Order, as permitted by the Court. In the event that no objections to the Stay Relief Motion are filed by any of the Debtors or the Committee within the Cash Collateral Remedies Notice Period, and upon the filing of a certificate of no objection by the Prepetition Term Loan Agent, then the Cash Collateral Termination Date shall be deemed to have occurred for all purposes and the automatic stay as to the Prepetition Term Loan Parties will automatically be modified such that the Debtors' right to use Cash Collateral (other than DIP Primary Collateral) pursuant to this Interim Order shall terminate, and the Prepetition Term Loan Parties shall be permitted to exercise any right set forth in clauses (i)-(iii) of paragraph 39.

41. Notwithstanding anything to the contrary herein, the Prepetition Term Loan Agent can only enter upon a leased premises following the occurrence of a Cash Collateral Termination Event (i) as may be ordered by this Court upon motion and notice to the applicable landlord with an opportunity to respond that is reasonable under the circumstances; (ii) with the written consent of the applicable landlord; or (iii) pursuant to rights the Prepetition Term Loan

Agent has under applicable non-bankruptcy law. Subject to the terms and conditions of this Interim Order, and in accordance with the Budget, the Debtors are authorized to use Prepetition Term Priority Collateral until the Cash Collateral Termination Date; *provided, however*, that during the Cash Collateral Remedies Notice Period, the Debtors may use Prepetition Term Priority Collateral solely in accordance with the terms and provisions of the Budget.

42. Good Faith Under Section 364(e) of the Bankruptcy Code; No Modification or Stay of this Interim Order. The DIP Secured Parties and Prepetition ABL Parties have acted at arms' length in good faith in connection with this Interim Order and are entitled to, and may rely upon, the protections granted herein and by section 364(e) of the Bankruptcy Code.

43. DIP Fees, and Other Expenses. The Debtors are authorized and directed to pay all reasonable and documented prepetition and postpetition fees and out of pocket expenses of the DIP Agent in connection with the DIP ABL Facility, whether or not the transactions contemplated hereby are consummated, including reasonable and documented attorneys' fees, monitoring and appraisal fees, financial advisory fees, fees and expenses of other consultants, and indemnification and reimbursement of reasonable and documented fees and expenses of (1) Morgan, Lewis & Bockius LLP, (2) McMillan LLP, (3) Berkeley Research Group, LLC and (4) Winstead PC (the "DIP Advisors," and together with the ABL Advisors, the "Lender Advisors"), subject to the review procedures set forth in this paragraph 43. Subject to the review procedures set forth in this paragraph 43, payment of all reasonable and documented invoiced out-of-pocket fees and expenses provided for herein as adequate protection shall not be required to comply with the U.S. Trustee guidelines or file fee applications with the Court with respect to any fees or expenses payable herein, may be in summary form only (and shall not be required to contain time entries and which may be redacted or modified to the extent necessary to delete any

information subject to the attorney-client privilege, any information constituting attorney work product, or any other confidential information, and the provision of such invoices shall not constitute any waiver of the attorney-client privilege or of any benefits of the attorney work product doctrine), and shall be provided to counsel to the Debtors, any statutory committee, and the U.S. Trustee (the “Fee Notice Parties”). If no objection to payment of the requested fees and expenses is made in writing by any of the Fee Notice Parties within ten business days after delivery of such invoices (the “Fee Objection Period”), then, without further order of, or application to, the Court or notice to any other party, such fees and expenses shall be promptly paid by the Debtors and, in any case, within ten business days. If an objection is made by any of the Fee Notice Parties within the Fee Objection Period to payment of the requested fees and expenses, then only the disputed portion of such fees and expenses shall not be paid until the objection is resolved by the applicable parties in good faith or by order of the Court, and the undisputed portion shall be promptly paid by the Debtors. Payments of any amounts set forth in this paragraph 43 shall not be subject to recharacterization, subordination, or disgorgement, unless expressly provided herein.

44. Indemnification. The Debtors shall indemnify and hold harmless the DIP Secured Parties in accordance with the terms and conditions of the DIP ABL Credit Agreement. Upon the earlier of the (a) payment in full in cash of the DIP Obligations or (b) conclusion of the Remedies Notice Period, the Debtors shall pay \$500,000.00 from proceeds of the DIP Primary Collateral into an indemnity account (the “DIP Indemnity Account”) subject to first priority liens of the DIP Agent, for the benefit of the DIP Secured Parties. The DIP Indemnity Account shall be released and the funds applied in accordance with paragraph 26 of this Interim Order upon the DIP Obligations being Paid in Full.

45. Proofs of Claim. Notwithstanding any order entered by this Court in

relation to the establishment of a bar date in any of the Cases or any Successor Cases to the contrary, the DIP Secured Parties, the Prepetition ABL Parties, and the Prepetition Term Loan Parties will not be required to file proofs of claim in any of the Cases or Successor Cases for any claims arising under the DIP Documents, the Prepetition ABL Documents, or the Prepetition Term Loan Documents. The Debtors' stipulations, admissions, and acknowledgments and the provisions of this Interim Order shall be deemed to constitute a timely filed proof of claim for the DIP Secured Parties, the Prepetition ABL Parties, and the Prepetition Term Loan Parties with regard to all claims arising under the DIP Documents, the Prepetition ABL Documents, or the Prepetition Term Loan Documents, as the case may be. Notwithstanding the foregoing, the Prepetition ABL Agent on behalf of itself and the Prepetition ABL Parties, and the Prepetition Term Loan Agent on behalf of itself and the Prepetition Term Loan Parties, are hereby authorized and entitled, in their sole discretion, but not required, to file (and amend and/or supplement, as it sees fit) a proof of claim and/or aggregate or master proofs of claim in each of the Cases or Successor Cases for any claim described herein (with any such aggregate or master proof of claim filed in any of the Cases deemed to be filed in all Cases of each of the Debtors and asserted against all of the applicable Debtors). Any proof of claim filed by the Prepetition ABL Agent or the Prepetition Term Loan Agent shall be deemed to be in addition to and not in lieu of any other proof of claim that may be filed by any of the Prepetition ABL Parties or Prepetition Term Loan Parties. Any order entered by the Court in relation to the establishment of a bar date in any of the Cases or Successor Cases shall not apply to any claim of the DIP Secured Parties, the Prepetition ABL Parties, or the Prepetition Term Loan Parties. The provisions set forth in this paragraph are intended solely for the purpose of administrative convenience and shall not affect the substantive rights of any party-in-interest or their respective successors-in-interest.

46. Rights of Access and Information. Without limiting the rights of access and information afforded the DIP Secured Parties (under the DIP Documents) or the Prepetition Term Loan Parties (under the Prepetition Term Loan Documents), the Debtors shall be, and hereby are, required to afford representatives, agents and/or employees of the DIP Agent (and so long as a DIP Event of Default has occurred and is continuing, each DIP Lender) and representatives, agents, and/or employees of the Prepetition Term Loan Agent reasonable access to the Debtors' premises and their books and records in accordance with the DIP Documents and Prepetition Documents, as applicable, and shall reasonably cooperate, consult with, and provide to such persons all such information as may be reasonably requested. In addition, the Debtors authorize their independent certified public accountants, financial advisors, investment bankers and consultants to provide to the DIP Agent (and so long as a DIP Event of Default has occurred and is continuing, each DIP Lender) and Prepetition Term Loan Agent (subject to the Prepetition Term Loan Documents) all such information as may be reasonably requested with respect to the business, results of operations and financial condition of any of the Debtors.

47. Carve Out.

(a) Carve Out. As used in this Interim Order, the "Carve Out" means the sum of (i) all fees required to be paid to the Clerk of the Court and to the Office of the United States Trustee under section 1930(a) of title 28 of the United States Code plus interest at the statutory rate (without regard to the notice set forth in (iii) below); (ii) all reasonable fees and expenses up to \$100,000 incurred by a trustee under section 726(b) of the Bankruptcy Code (without regard to the notice set forth in (iii) below); (iii) to the extent allowed at any time, whether by interim order, procedural order, or otherwise, all unpaid fees and expenses, other than any restructuring, sale, success, or other transaction fee of any investment bankers or financial advisors

of the Debtors or any committee¹⁴ (the “Allowed Professional Fees”) incurred by persons or firms retained by the Debtors pursuant to section 327, 328, or 363 of the Bankruptcy Code (the “Debtor Professionals”) and the Creditors’ Committee (if appointed) pursuant to section 328 or 1103 of the Bankruptcy Code (the “Committee Professionals” and, together with the Debtor Professionals, the “Professional Persons”) at any time before or on the first business day following delivery by the DIP ABL Agent or the Prepetition Term Loan Agent of a Carve Out Trigger Notice (as defined below), whether allowed by the Court prior to or after delivery of a Carve Out Trigger Notice; and (iv) Allowed Professional Fees of Professional Persons in an aggregate amount not to exceed \$2,000,000.00 incurred after the first business day following delivery by the DIP ABL Agent or Prepetition Term Loan Agent of the Carve Out Trigger Notice, to the extent allowed at any time, whether by interim order, procedural order, or otherwise (the amounts set forth in this clause (iv) being the “Post-Carve Out Trigger Notice Cap”).¹⁵ For purposes of the foregoing, “Carve Out Trigger Notice” shall mean a written notice delivered by email (or other electronic means) by the DIP Agent or Prepetition Term Loan Agent to the Debtors, their lead restructuring counsel, counsel to the DIP Agent or Prepetition Term Loan Agent (whichever entity is not delivering the Carve Out Trigger Notice), the U.S. Trustee, and counsel to a Committee (if appointed), which notice may be delivered following the occurrence and during the continuation of a DIP Event of Default and acceleration of the DIP Obligations under the DIP Facility or during the continuation of a Cash

¹⁴ Any fee due and payable upon consummation of a transaction shall be payable solely from the proceeds received by the Debtors resulting from such transaction, and provided that the terms and amount of any such fees shall have been disclosed to the DIP Agent in writing reasonably promptly after the same are agreed to by the Debtors, such fees shall be paid free and clear of the liens of the DIP Agents and the DIP Lenders.

¹⁵ Notwithstanding the foregoing, up to \$500,000 of the Post-Carve Out Trigger Notice Cap may be used to pay Allowed Professional Fees of Professional Persons incurred prior to the delivery of a Carve Out Trigger Notice to the extent such Allowed Professional Fees exceed the ABL Professional Fee Carve Out Cap (as defined below).

Collateral Termination Event and upon termination of the Debtors' right to use Cash Collateral by the Prepetition ABL Agent (with respect to DIP Primary Collateral) and the Prepetition Term Loan Agent (with respect to DIP Secondary Collateral), stating that the Post-Carve Out Trigger Notice Cap has been invoked.

(b) Fee Estimates. Not later than 7:00 p.m. New York time on the third business day of each week starting with the first full calendar week following the Petition Date, each Professional Person shall deliver to the Debtors a statement setting forth a good-faith estimate of the amount of fees and expenses (collectively, "Estimated Fees and Expenses") incurred during the preceding week by such Professional Person (through Saturday of such week, the "Calculation Date"), along with a good-faith estimate of the cumulative total amount of unreimbursed fees and expenses incurred through the applicable Calculation Date and a statement of the amount of such fees and expenses that have been paid to date by the Debtors (each such statement, a "Weekly Statement"); *provided, that* within one business day of the occurrence of the Termination Declaration Date (as defined below), each Professional Person shall deliver one additional statement (the "Final Statement") setting forth a good-faith estimate of the amount of fees and expenses incurred during the period commencing on the calendar day after the most recent Calculation Date for which a Weekly Statement has been delivered and concluding on the Termination Declaration Date (and the Debtors shall cause such Weekly Statement and Final Statement to be delivered on the same day received to the DIP ABL Agent and Prepetition Term Loan Agent). If any Professional Person fails to deliver a Weekly Statement within three calendar days after such Weekly Statement is due, such Professional Person's entitlement (if any) to any funds in the Carve Out Reserves (as defined below) with respect to the aggregate unpaid amount of Allowed Professional Fees for the applicable period(s) for which such Professional Person failed

to deliver a Weekly Statement covering such period shall be limited to the aggregate unpaid amount of Allowed Professional Fees included in the Budget for such period for such Professional Person; *provided, that* such Professional Person shall be entitled to be paid any unpaid amount of Allowed Professional Fees in excess of Allowed Professional Fees included in the Budget for such period for such Professional Person from a reserve to be funded by the Debtors from all cash on hand as of such date and any available cash thereafter held by any Debtor pursuant to paragraph 47(c) below, to the extent of any such funds held therein. Solely as it relates to the DIP Secured Parties and the Prepetition ABL Parties, any deemed draw and borrowing pursuant to paragraph 47(c)(i)(x) for amounts under paragraph 47(a)(iii) above shall be limited to the greater of (x) the sum of (I) the aggregate unpaid amount of Estimated Fees and Expenses included in such Weekly Statements timely received by the Debtors prior to the Termination Declaration Date *plus*, without duplication, (II) the lesser of (1) the aggregate unpaid amount of Estimated Fees and Expenses included in the Final Statements timely received by the Debtors pertaining to the period through and including the Termination Declaration Date and (2) the Budgeted Cushion Amount (as defined below), and (y) the aggregate unpaid amount of Allowed Professional Fees included in the Budget for the period prior to the Termination Declaration Date (such amount, the “ABL Professional Fee Carve Out Cap”). For the avoidance of doubt, the DIP Agent shall be entitled to maintain at all times a reserve (the “Carve-Out Reserve”) in an amount (the “Carve-Out Reserve Amount”) equal to the sum of (i) the greater of (x) the aggregate unpaid amount of Estimated Fees and Expenses included in all Weekly Statements timely received by the Debtors, and (y) the aggregate amount of Allowed Professional Fees contemplated to be unpaid in the Budget at the applicable time, *plus* (ii) the Post-Carve Out Trigger Notice Cap, *plus* (iii) the amounts contemplated under paragraph 47(a)(i) and 47(a)(ii) above, *plus* (iv) an amount equal to the amount

of Allowed Professional Fees set forth in the Budget for the then current week occurring after the most recent Calculation Date and the two weeks succeeding such current week (such amount set forth in (iv), regardless of whether such reserve is maintained, the “Budgeted Cushion Amount”). In addition, the DIP Agent shall be entitled to maintain a reserve in the amount of a reasonable estimate of other amounts that may be included in the Carve Out or that are or may be payable from any proceeds of a transaction (as described in the footnote set forth above), including amounts which are or may become payable to any investment bankers or financial advisors of the Debtors or the Committee. Not later than 7:00 p.m. New York time on the fourth business day of each week starting with the first full calendar week following the Petition Date, the Debtors shall deliver to the DIP Agent a report setting forth the Carve-Out Reserve Amount as of such time, and, in setting the Carve-Out Reserve, the DIP Agent shall be entitled to rely upon such reports in accordance with the DIP ABL Credit Agreement. Prior to the delivery of the first report setting forth the Carve-Out Reserve Amount, the DIP Agent shall calculate the Carve-Out Reserve Amount by reference to the Budget for subsection (i) of the Carve-Out Reserve Amount.

(c) Carve Out Reserves. On the day on which a Carve Out Trigger Notice is given by either the DIP Agent or Prepetition Term Loan Agent to the Debtors with a copy to counsel to the Committee (the “Termination Declaration Date”), the Carve Out Trigger Notice (i) shall be deemed a draw request and notice of borrowing by the Debtors for DIP ABL Loans under the DIP ABL Credit Agreement in an amount equal to the sum of (x) the amounts set forth in paragraphs 47(a)(i) and 47(a)(ii) above, and (y) the then unpaid amounts of the Allowed Professional Fees up to the ABL Professional Fee Carve Out Cap (any such amounts actually advanced shall constitute DIP ABL Loans) and (ii) shall also constitute a demand to the Debtors, and authorization for the Debtors, to utilize all cash on hand as of such date and any available cash

thereafter held by any Debtor to fund a reserve in an amount equal to the sum of the amounts set forth in paragraphs 47(a)(i) and 47(a)(ii), and then unpaid amounts of the Allowed Professional Fees (which cash amounts shall reduce, on a dollar for dollar basis, the draw requests and applicable DIP ABL Loans pursuant to the forgoing clause (i) of this paragraph (c)). The Debtors shall deposit and hold such amounts in a segregated account at the DIP Agent in trust in respect of amounts funded by the DIP Lenders and, if applicable, the cash on hand exclusively to pay such unpaid Allowed Professional Fees (each, a “Pre-Carve Out Trigger Notice Reserve”) prior to any and all other claims. On the Termination Declaration Date, the Carve Out Trigger Notice (i) shall also be deemed a request by the Debtors for DIP ABL Loans under the DIP ABL Credit Agreement in an amount equal to the Post-Carve Out Trigger Notice Cap (any such amounts actually advanced shall constitute DIP ABL Loans), and (ii) shall also constitute a demand to the Debtors to utilize all cash on hand as of such date and any available cash thereafter held by any Debtor, after funding the Pre-Carve Out Trigger Notice Reserve, to fund a reserve in an amount equal to the Post-Carve Out Trigger Notice Cap (which cash amounts shall reduce, on a dollar for dollar basis, the draw requests and applicable DIP ABL Loans pursuant to the foregoing clause (i) of this sentence of this paragraph (c)). The Debtors shall deposit and hold such amounts in a segregated account at the DIP Agent in trust in respect of amounts funded by the DIP Lenders and, if applicable, cash on hand exclusively to pay such Allowed Professional Fees benefiting from the Post-Carve Out Trigger Notice Cap (each, a “Post-Carve Out Trigger Notice Reserve” and, together with the Pre-Carve Out Trigger Notice Reserve(s), the “Carve Out Reserves”) prior to any and all other claims. On the first business day following the Termination Declaration Date and the deemed requests for the making of DIP ABL Loans as provided in this paragraph (c), notwithstanding anything in the DIP ABL Credit Agreement to the contrary, including with respect to (1) the

existence of a Default (as defined in the DIP ABL Credit Agreement) or Event of Default, (2) the failure of the Debtors to satisfy any or all of the conditions precedent for the making of any DIP ABL Loan under the DIP ABL Credit Agreement, (3) any termination of the Commitments (as defined in the DIP ABL Credit Agreement) following an Event of Default, or (4) the occurrence of a DIP Termination Date, each DIP Lender with an outstanding Commitment shall make available to the DIP Agent, such DIP Lender's *pro rata* share of such DIP ABL Loans.

(d) Application of Carve Out Reserves.

(i) All funds in the Pre-Carve Out Trigger Notice Reserve shall be used first to pay the obligations set forth in subparagraphs (a)(i) through (a)(iii) of the definition of Carve Out set forth above (the "Pre-Carve Out Amounts"), but not, for the avoidance of doubt, the Post-Carve Out Trigger Notice Cap, until paid in full. If after payment in full of the Pre-Carve Out Amounts, the Pre-Carve Out Trigger Notice Reserve has not been reduced to zero, subject to clause (iii) below, all remaining funds in the account funded by (x) the DIP Lenders and/or from proceeds of DIP Primary Collateral shall be distributed (A) *first*, to the DIP Agent on account of the DIP Obligations until such obligations have been Paid in Full, (B) *second*, to the Prepetition ABL Agent on account of the Obligations (as defined in the Prepetition ABL Agreement) until such obligations have been Paid in Full, and (C) *third*, to the Prepetition Term Loan Agent on account of the Secured Obligations (as defined in the Prepetition Term Loan Agreement) until such obligations have been Paid in Full; and (y) the proceeds of DIP Secondary Collateral shall be distributed (A) *first*, to the Prepetition Term Loan Agent which shall apply such funds to the Secured Obligations (as defined in the Prepetition Term Loan Agreement) in accordance with the Prepetition Term Loan Agreement until such obligations have been Paid in Full, (B) *second*, to the DIP Agent on account of the DIP Obligations until such obligations have been Paid in Full, and

(C) *third*, to the Prepetition ABL Agent on account of the Obligations (as defined in the Prepetition ABL Agreement) until such obligations have been Paid in Full.

(ii) All funds in the Post-Carve Out Trigger Notice Reserve (other than up to \$500,000, which may be used to pay Pre-Carve-Out Amounts to the extent they exceed the ABL Professional Fee Carve-Out Cap) shall be used first to pay the obligations set forth in clause (iv) of the definition of Carve Out set forth in paragraph 47(a) above (the “Post-Carve Out Amounts”). If, after such application, the Post-Carve Out Trigger Notice Reserve has not been reduced to zero, subject to clause (iii) below, all remaining funds in the account funded by (x) the DIP Lenders and/or from proceeds of DIP Primary Collateral shall be distributed (A) *first*, to the DIP Agent on account of the DIP Obligations until such obligations have been Paid in Full, (B) *second*, to the Prepetition ABL Agent on account of the Obligations (as defined in the Prepetition ABL Agreement) until such obligations have been Paid in Full, and (C) *third*, to the Prepetition Term Loan Agent on account of the Secured Obligations (as defined in the Prepetition Term Loan Agreement) until such obligations have been Paid in Full; and (y) the proceeds of DIP Secondary Collateral shall be distributed (A) *first*, to the Prepetition Term Loan Agent which shall apply such funds to the Secured Obligations (as defined in the Prepetition Term Loan Agreement) in accordance with the Prepetition Term Loan Agreement until such obligations have been Paid in Full, (B) *second*, to the DIP Agent on account of the DIP Obligations until such obligations have been Paid in Full, and (C) *third*, to the Prepetition ABL Agent on account of the Obligations (as defined in the Prepetition ABL Agreement) until such obligations have been Paid in Full.

(iii) Notwithstanding anything to the contrary in the DIP Documents or this Interim Order, if either of the Carve Out Reserves is not funded in full in the amounts set forth in this paragraph 47, then, any excess funds in one of the Carve Out Reserves

following the payment of the Pre-Carve Out Amounts and Post-Carve Out Amounts, respectively, shall be used to fund the other Carve Out Reserve to the extent of any shortfall in funding prior to making any payments to the DIP Agent or the Prepetition Term Loan Lenders, as applicable.

(iv) Notwithstanding anything to the contrary in the DIP Documents or this Interim Order, following delivery of a Carve Out Trigger Notice, the DIP Agent and the Prepetition Term Loan Agent shall not sweep or foreclose on cash (including cash received as a result of the sale or other disposition of any assets) of the Debtors until the Carve Out Reserves have been fully funded, but shall have a security interest in any residual interest in the Carve Out Reserves, with any excess paid as provided in subparagraphs (i), (ii), and (iii) above of this paragraph 47(d).

(v) Notwithstanding anything to the contrary in this Interim Order, (A) the failure of the Carve Out Reserves to satisfy in full the Allowed Professional Fees shall not affect the priority of the Carve Out with respect to any shortfall (as described below), and (B) subject to the limitations with respect to the DIP Secured Parties and the Prepetition ABL Parties set forth in paragraph 47(b) above with respect to the ABL Professional Fee Carve Out Cap, in no way shall any Budget, Carve Out, Post-Carve Out Trigger Notice Cap or Carve Out Reserves be construed as a cap or limitation on the amount of the Allowed Professional Fees due and payable by the Debtors. For the avoidance of doubt and notwithstanding anything to the contrary in this Interim Order, or in the DIP ABL Facility, or in any Prepetition Secured Facilities, the Carve Out shall be senior to all liens and claims securing the DIP ABL Facility, the Adequate Protection Liens, and the Adequate Protection Superpriority Claims, and any and all other forms of adequate protection, liens, or claims securing the DIP Obligations or the obligations under the Prepetition Loan Documents.

(e) No Direct Obligation To Pay Allowed Professional Fees. None of the DIP Secured Parties and the Prepetition Secured Parties shall be responsible for the payment or reimbursement of any fees or disbursements of any Professional Person incurred in connection with the Chapter 11 Cases or any Successor Cases under any chapter of the Bankruptcy Code. Nothing in this Interim Order or otherwise shall be construed to obligate the DIP Secured Parties or Prepetition Secured Parties in any way, to pay compensation to, or to reimburse expenses of, any Professional Person or to guarantee that the Debtors have sufficient funds to pay such compensation or reimbursement.

(f) Payment of Allowed Professional Fees Prior to the Termination Declaration Date. Any payment or reimbursement made prior to the occurrence of the Termination Declaration Date in respect of any Allowed Professional Fees shall not reduce the Carve Out.

(g) Payment of Carve Out On or After the Termination Declaration Date. Following the delivery of the Carve Out Trigger Notice, all Allowed Professional Fees shall be paid from the applicable Carve Out Reserve, and no Professional Person shall seek payment of any Allowed Professional Fees from any other source until the applicable Carve Out Reserve has been exhausted. Any payment or reimbursement made on or after the occurrence of the Termination Declaration Date in respect of any Allowed Professional Fees shall permanently reduce the Carve Out on a dollar-for-dollar basis. Any funding of the Carve Out shall be added to, and made a part of, the DIP Obligations secured by the DIP Collateral and shall be otherwise entitled to the protections granted under this Interim Order, the DIP Documents, the Bankruptcy Code, and applicable law.

48. Limitations on Use of DIP Proceeds, Cash Collateral, and Carve Out. The DIP ABL Facility, the DIP Collateral, the Prepetition Collateral (including the Term Loan

Segregated Cash), the Cash Collateral, and the Carve Out may not be used in connection with:

(a) paying any prepetition claim except in accordance with the Budget, (b) preventing, hindering, or delaying any of the DIP Secured Parties or the Prepetition Secured Parties' permitted enforcement or realization upon any of the DIP Collateral or Prepetition Collateral; (c) using or seeking to use Cash Collateral except as provided for in this Interim Order and the DIP Documents; (d) selling or otherwise disposing of DIP Collateral without the consent of the DIP Agent or Prepetition Collateral without the consent of the Prepetition Agents; (e) using or seeking to use any insurance proceeds constituting DIP Collateral except as provided for in this Interim Order and the DIP Documents (subject to the Intercreditor Agreement) without the consent of the DIP Agent, Prepetition ABL Agent or the Prepetition Term Loan Agent (in the case of DIP Secondary Collateral); (f) incurring Indebtedness (as defined in the DIP ABL Credit Agreement) without (i) the prior consent of the DIP Agent, except to the extent permitted under the DIP ABL Credit Agreement and (ii) the prior written consent of the Prepetition Term Loan Agent; (g) seeking to amend or modify any of the rights granted to the DIP Secured Parties or the Prepetition Secured Parties under this Interim Order, the DIP Documents, or the Prepetition Documents, including seeking to use Cash Collateral and/or DIP Collateral on a contested basis; (h) objecting to or challenging in any way the DIP Liens, DIP Obligations, Prepetition Liens, Prepetition Secured Obligations, DIP Collateral (including Cash Collateral) or, as the case may be, Prepetition Collateral, or any other claims or liens, held by or on behalf of any of the DIP Secured Parties or the Prepetition Secured Parties, respectively; (i) asserting, commencing, or prosecuting any claims or causes of action whatsoever, including any actions under Chapter 5 of the Bankruptcy Code or applicable state law equivalents or actions to recover or disgorge payments, against any of the DIP Secured Parties, the Prepetition Secured Parties, or any of their respective affiliates, agents,

attorneys, advisors, professionals, officers, directors, and employees; (j) litigating, objecting to, challenging, or contesting in any manner, or raising any defenses to, the validity, extent, amount, perfection, priority, or enforceability of any of the DIP Obligations, the DIP Liens, the Prepetition Liens, Prepetition Secured Obligations, or any other rights or interests of any of the DIP Secured Parties or the Prepetition Secured Parties; or (k) seeking to subordinate, recharacterize, disallow, or avoid the DIP Obligations, or the Prepetition Secured Obligations; *provided, however*, that the Carve Out and such collateral proceeds and loans under the DIP Documents may be used for allowed fees and expenses, in an amount not to exceed \$50,000 in the aggregate (the “Investigation Budget Amount”), incurred solely by a Committee (if appointed), in investigating (but not prosecuting or challenging), the Prepetition Lien and Claim Matters (as defined herein).

49. Payment of Compensation. Nothing herein shall be construed as a consent to the allowance of any professional fees or expenses of any Professional Person or shall affect the right of the DIP Secured Parties or the Prepetition Secured Parties to object to the allowance and payment of such fees and expenses. The Debtors shall be permitted to pay fees and expenses allowed and payable by final order (that has not been vacated or stayed, unless the stay has been vacated) under sections 328, 330, 331, and 363 of the Bankruptcy Code, as the same may be due and payable.

50. Effect of Stipulations on Third Parties.

(a) *Generally.* The admissions, stipulations, agreements, releases, and waivers set forth in paragraph F of this Interim Order (collectively, the “Prepetition Lien and Claim Matters”) are and shall be binding on the Debtors, any subsequent trustee, responsible person, examiner with expanded powers, any other estate representative, and all creditors and parties in interest and all of their successors in interest and assigns, including a Committee (if appointed),

unless and to the extent that a party in interest with proper standing granted by order of the Bankruptcy Court (or other court of competent jurisdiction) has properly filed an adversary proceeding or contested matter under the Bankruptcy Rules (other than the Debtors, as to which any Challenge (as defined below) is irrevocably waived and relinquished) and (i) has timely filed the appropriate pleadings, and timely commenced the appropriate proceeding required under the Bankruptcy Code and Bankruptcy Rules, including as required pursuant to Part VII of the Bankruptcy Rules (in each case subject to the limitations set forth in this paragraph 50) challenging the Prepetition Lien and Claim Matters (each such proceeding or appropriate pleading commencing a proceeding or other contested matter, a “Challenge”) by no later than the earlier of (I) (a) 60 days from the date of formation of a Committee (if appointed) or (b) 75 days following the entry of the Interim Order in the case that no Committee is appointed or (II) the entry of an order confirming a plan of the Debtors or the sale of all or substantially all the assets of the Debtors (as applicable, the “Challenge Deadline”), as such applicable date may be extended in writing from time to time in the sole discretion of the Prepetition ABL Agent (with respect to the Prepetition ABL Documents) and the Prepetition Term Loan Agent (with respect to the Prepetition Term Loan Documents), or by this Court for good cause shown pursuant to an application filed by a party in interest prior to the expiration of the Challenge Deadline, and (ii) this Court enters judgment in favor of the plaintiff or movant in any such timely and properly commenced Challenge proceeding and any such judgment has become a final judgment that is not subject to any further review or appeal.

(b) *Binding Effect.* To the extent no Challenge is timely commenced by the Challenge Deadline, or to the extent such proceeding does not result in a final and non-appealable judgment or order of this Court that is inconsistent with the Prepetition Lien and

Claim Matters, then, without further notice, motion, or application to, order of, or hearing before, this Court and without the need or requirement to file any proof of claim, the Prepetition Lien and Claim Matters shall, pursuant to this Interim Order, become binding, conclusive, and final on any person, entity, or party in interest in the Cases, and their successors and assigns, and in any Successor Case for all purposes and shall not be subject to challenge or objection by any party in interest, including a trustee, responsible individual, examiner with expanded powers, or other representative of the Debtors' estates. Notwithstanding anything to the contrary herein, if any such proceeding is timely commenced, the Prepetition Lien and Claim Matters shall nonetheless remain binding on all other parties in interest and preclusive as provided in subparagraph (a) above except to the extent that any of such Prepetition Lien and Claim Matters is expressly the subject of a timely filed Challenge, which Challenge is successful as set forth in a final judgment as provided in subparagraph (a) above, and only as to plaintiffs or movants that have complied with the terms hereof. To the extent any such Challenge proceeding is timely and properly commenced, the Prepetition Secured Parties shall be entitled to payment of the related costs and expenses, including, but not limited to, reasonable attorneys' fees, incurred under the Prepetition Documents in defending themselves in any such proceeding as adequate protection. Upon a successful Challenge brought pursuant to this paragraph 50, the Court may fashion any appropriate remedy.

51. No Third Party Rights. Except as explicitly provided for herein, this Interim Order does not create any rights for the benefit of any third party, creditor, equity holder or any direct, indirect, or incidental beneficiary.

52. Section 506(c) Claims. Subject to entry of a Final Order, no costs or expenses of administration which have been or may be incurred in the Cases at any time shall be charged against the DIP Secured Parties, the Prepetition Secured Parties, or any of their respective

claims, the DIP Collateral, or the Prepetition Collateral pursuant to sections 105 or 506(c) of the Bankruptcy Code, or otherwise, without the prior written consent of the DIP Secured Parties or the Prepetition Secured Parties, as applicable, and no such consent shall be implied from any other action, inaction, or acquiescence by any such parties.

53. No Marshaling/Applications of Proceeds. Subject to entry of a Final Order, the DIP Secured Parties and the Prepetition Secured Parties shall not be subject to the equitable doctrine of “marshaling” or any other similar doctrine with respect to any of the DIP Collateral or the Prepetition Collateral, as the case may be, and proceeds shall be received and applied pursuant to this Interim Order and the DIP Documents (but subject to the Intercreditor Agreement), notwithstanding any other agreement or provision to the contrary.

54. Section 552(b). Subject to entry of a Final Order, the Prepetition Secured Parties shall each be entitled to all of the rights and benefits of section 552(b) of the Bankruptcy Code, and the “equities of the case” exception under section 552(b) of the Bankruptcy Code shall not apply to the Prepetition Secured Parties, with respect to proceeds, products, offspring or profits of any of the Prepetition Collateral.

55. Access to DIP Collateral. Subject to and effective upon entry of a Final Order, upon expiration of the Remedies Notice Period, the DIP Secured Parties and the Prepetition ABL Parties, subject to the Intercreditor Agreement, shall be permitted to (a) access and recover any and all DIP Primary Collateral, and (b) enter onto any leased premises of any Debtor that constitutes DIP Primary Collateral and exercise all of the Debtors’ rights and privileges as lessee under such lease in connection with an orderly liquidation of the DIP Primary Collateral, *provided, however*, in the case of clause (b), the DIP Secured Parties and/or Prepetition ABL Parties can only enter upon a leased premises after expiration of the DIP Remedies Notice Period

and/or DIP Event of Default in accordance with (i) a separate written agreement by and between the DIP Secured Parties or the Prepetition ABL Parties, as applicable, and any applicable landlord, (ii) pre-existing rights of the DIP Secured Parties or the Prepetition ABL Parties, as applicable, and any applicable landlord under applicable non-bankruptcy law, (iii) consent of the applicable landlord, or (iv) entry of an order of this Court obtained by motion of the applicable DIP Secured Party or Prepetition ABL Party on such notice to the landlord as shall be required by this Court; *provided, however*, solely with respect to rent due to a landlord of any such leased premises, the DIP Secured Parties and/or the Prepetition ABL Parties, as applicable, shall be obligated only to reimburse the Debtors for the payment of rent of the Debtors that first accrues after delivery of the DIP Termination Declaration in accordance with paragraph 35 herein that is payable during the period of such occupancy by the DIP Secured Parties and/or Prepetition ABL Parties, as applicable, calculated on a daily per diem basis; *provided, further*, that nothing herein shall relieve the Debtors of their obligations pursuant to section 365(d)(3) of the Bankruptcy Code for the payment of postpetition rent and other charges under any lease of non residential real property through and including any assumption and/or rejection of any lease. Nothing herein shall require the DIP Secured Parties or the Prepetition ABL Parties to assume any lease as a condition to the rights afforded in this paragraph.

56. Limits on Lender Liability. Subject to entry of a Final Order, nothing in this Interim Order, any of the DIP Documents, the Prepetition Documents, or any other documents related thereto shall in any way be construed or interpreted to impose or allow the imposition upon the DIP Secured Parties or the Prepetition Secured Parties of any liability for any claims arising from any activities by the Debtors in the operation of their businesses or in connection with the administration of these Cases. The DIP Secured Parties and the Prepetition Secured Parties shall

not, solely by reason of having made loans under the DIP ABL Facility or the Prepetition Documents or permitted the use of Cash Collateral, be deemed in control of the operations of the Debtors or to be acting as a “responsible person” or “owner or operator” with respect to the operation or management of the Debtors (as such terms, or any similar terms, are used in the United States Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§ 9601 *et seq.*, as amended, or any similar federal or state statute). Nothing in this Interim Order or the DIP Documents, shall in any way be construed or interpreted to impose or allow the imposition upon the DIP Secured Parties or any of the Prepetition Secured Parties of any liability for any claims arising from the prepetition or postpetition activities of any of the Debtors.

57. Insurance Proceeds and Policies. Upon entry of this Interim Order and to the fullest extent provided by applicable law, the DIP Agent (on behalf of the DIP Secured Parties), the Prepetition ABL Agent (on behalf of the Prepetition ABL Parties), and the Prepetition Term Loan Agent (on behalf of the Prepetition Term Loan Parties), shall be, and shall be deemed to be, without any further action or notice, named as additional insured and loss payee on each insurance policy maintained by the Debtors that in any way relates to the DIP Collateral.

58. Joint and Several Liability. Nothing in this Interim Order shall be construed to constitute a substantive consolidation of any of the Debtors’ estates, it being understood, however, that the Debtors shall be jointly and severally liable for the obligations hereunder and all DIP Obligations in accordance with the terms hereof and of the DIP ABL Facility and the DIP Documents.

59. No Superior Rights of Reclamation. Based on the findings and rulings herein regarding the integrated nature of the DIP ABL Facility and the Prepetition ABL Documents, the right of a seller of goods to reclaim such goods under section 546(c) of the

Bankruptcy Code is not a Permitted Prior Lien; rather, any such alleged claims arising or asserted as a right of reclamation (whether asserted under section 546(c) of the Bankruptcy Code or otherwise) shall have the same rights and priority with respect to the DIP Liens as such claim had with the Prepetition ABL Liens.

60. Rights Preserved. Notwithstanding anything herein to the contrary, the entry of this Interim Order is without prejudice to, and does not constitute a waiver of, expressly or implicitly, subject to the Prepetition Documents and the Intercreditor Agreement: (a) the DIP Secured Parties' and Prepetition Secured Parties' right to seek any other or supplemental relief in respect of the Debtors; (b) any of the rights of any of the DIP Secured Parties and/or the Prepetition Secured Parties under the Bankruptcy Code or under non-bankruptcy law, including the right to (i) request modification of the automatic stay of section 362 of the Bankruptcy Code, (ii) request dismissal of any of the Cases or Successor Cases, conversion of any of the Cases to cases under Chapter 7, or appointment of a Chapter 11 trustee or examiner with expanded powers, or (iii) propose, subject to the provisions of section 1121 of the Bankruptcy Code, a Chapter 11 plan or plans; or (c) any other rights, claims, or privileges (whether legal, equitable, or otherwise) of any of the DIP Secured Parties or Prepetition Secured Parties. Notwithstanding anything herein to the contrary, the entry of this Interim Order is without prejudice to, and does not constitute a waiver of, expressly or implicitly, the Debtors', a Committee's (if appointed), or any party in interest's right to oppose any of the relief requested in accordance with the immediately preceding sentence except as expressly set forth in this Interim Order

61. Taxing Authorities. Notwithstanding any other provisions included in the DIP ABL Credit Agreement, this Interim Order, any agreements approved hereby, or any other

orders in these Cases, any statutory liens (collectively, the “Tax Liens”) of the Taxing Authorities¹⁶ shall not be primed by nor made subordinate to any liens granted to any party hereby to the extent such Tax Liens are valid senior, perfected, and unavoidable, and all parties’ rights to object to the priority, validity, amount, and extent of the claims and liens asserted by the Taxing Authorities are fully preserved.

62. Consignment of Inventory. Notwithstanding anything to the contrary set forth herein, in no event shall the Prepetition Collateral include (x) any Inventory (as defined in the Uniform Commercial Code as in effect from time to time under any applicable state law or such other jurisdiction where the consigned goods have been shipped to) held by a Debtor on a consignment basis and as to which the consignor has complied with all applicable requirements of the Uniform Commercial Code or other applicable law, which Inventory is not owned by a Debtor (and would not be reflected on a consolidated balance sheet of the Debtors and their respective subsidiaries prepared in accordance with GAAP), but excluding any property right of the Debtors in such Inventory (“Consignment Inventory”) or (y) any proceeds from the sale of any Consignment Inventory that are not property of the Debtors’ estates in accordance with applicable law. The rights of consignors to seek a determination as to the validity of an asserted consignment right and/or the return of consigned goods or the proceeds from the sale thereof are expressly preserved.

63. No Waiver by Failure to Seek Relief. The failure of the DIP Secured Parties or Prepetition Secured Parties to seek relief or otherwise exercise their rights and remedies under this Interim Order, the DIP Documents, the Prepetition Documents, or applicable law, as the case may be, shall not constitute a waiver of any of the rights hereunder, thereunder, or otherwise of

¹⁶ As used in this Interim Order, “Taxing Authorities” shall include: [●].

the DIP Secured Parties, the Prepetition Secured Parties, a Committee (if appointed), or any party in interest.

64. Binding Effect of Interim Order. Immediately upon execution by this Court, the terms and provisions of this Interim Order shall become valid and binding upon and inure to the benefit of the Debtors, the DIP Secured Parties, the Prepetition Secured Parties, all other creditors of any of the Debtors, a Committee (if appointed), or any other court appointed committee, and all other parties in interest and their respective successors and assigns, including any trustee or other fiduciary hereafter appointed in any of the Cases, any Successor Cases, or upon dismissal of any Case or Successor Case.

65. No Modification of Interim Order. Until and unless the DIP Obligations and the Prepetition Secured Obligations have been Paid in Full (such payment being without prejudice to any terms or provisions contained in the DIP ABL Facility which survive such discharge by their terms) the Debtors shall not seek or consent to, directly or indirectly: (a) without the prior written consent of the DIP Agent and the Prepetition Term Loan Agent (acting at the direction of the requisite Prepetition Term Loan Lenders in accordance with the Prepetition Term Loan Documents), (i) any modification, stay, vacatur, or amendment to this Interim Order; or (ii) a priority claim for any administrative expense or unsecured claim against the Debtors (now existing or hereafter arising of any kind or nature whatsoever, including any administrative expense of the kind specified in sections 503(b), 506(c), 507(a), or 507(b) of the Bankruptcy Code) in any of the Cases or Successor Cases, equal or superior to the DIP Superpriority Claims or Adequate Protection Superpriority Claims, other than the Carve Out; (b) without the prior written consent of the DIP Agent and the Prepetition Term Loan Agent for any order allowing use of Cash Collateral (other than as permitted during the DIP Remedies Notice Period or the Cash Collateral Remedies

Notice Period, as applicable) resulting from DIP Collateral or Prepetition Collateral in a manner inconsistent with this Interim Order or the Final Order, as applicable; (c) without the prior written consent of the DIP Agent, any lien on any of the DIP Primary Collateral with priority equal or superior to the DIP Liens, except as specifically provided in the DIP Documents, other than the Carve Out; or (d) without the prior written consent of the Prepetition Agents, any lien on any of the DIP Collateral with priority equal or superior to the Prepetition Liens or Adequate Protection Liens, other than the Carve Out. The Debtors shall not seek or consent to, directly or indirectly any amendment, modification, or extension of this Interim Order without the prior written consent, as provided in the foregoing, of the DIP Agent and the Prepetition Term Loan Agent, and no such consent shall be implied by any other action, inaction or acquiescence of the DIP Agent or the Prepetition Term Loan Agent.

66. Continuing Effect of Intercreditor Agreement. The Debtors, DIP Secured Parties, and Prepetition Secured Parties each shall be bound by, and in all respects of the DIP ABL Facility shall be governed by, and be subject to all the terms, provisions and restrictions of the Intercreditor Agreement.

67. Interim Order Controls. In the event of any inconsistency between the terms and conditions of the DIP Documents and of this Interim Order, the provisions of this Interim Order shall govern and control. In the event of any inconsistency between the terms and conditions of the Intercreditor Agreement and this Interim Order (solely as between the DIP Secured Parties and Prepetition Secured Parties), the provisions of the Intercreditor Agreement shall govern and control.

68. Discharge. The DIP Obligations and the obligations of the Debtors with respect to the adequate protection provided herein shall not be discharged by the entry of an order

confirming any plan of reorganization in any of the Cases, notwithstanding the provisions of section 1141(d) of the Bankruptcy Code, unless such obligations have been Paid in Full, on or before the effective date of such confirmed plan of reorganization, or each of the DIP Secured Parties, the Prepetition ABL Agent, and Prepetition Term Loan Agent (acting at the direction of the requisite Prepetition Term Loan Lenders in accordance with the Prepetition Term Loan Documents), as applicable, has otherwise agreed in writing. None of the Debtors shall propose or support any plan of reorganization or sale of all or substantially all of the Debtors' assets, or order confirming such plan or approving such sale, that does not require that all DIP Obligations be Paid in Full (in the case of the sale of DIP Primary Collateral) or (other than provided in the RSA) that all Prepetition Term Loan Obligations be Paid in Full (in the case of the sale of DIP Secondary Collateral), and the payment of the Debtors' obligations with respect to the adequate protection provided for herein, in full in cash within a commercially reasonable period of time (and in no event later than the effective date of such plan of reorganization or sale) (a "Prohibited Plan or Sale") without the written consent of each of the DIP Secured Parties, the Prepetition ABL Agent, and Prepetition Term Loan Agent (acting at the direction of the requisite Prepetition Term Loan Lenders in accordance with the Prepetition Term Loan Documents), as applicable. For the avoidance of doubt, the Debtors' proposal or support of a Prohibited Plan or Sale, or the entry of an order with respect thereto, shall constitute a DIP Event of Default and Cash Collateral Termination Event hereunder and under the DIP Documents.

69. Survival. The provisions of this Interim Order and any actions taken pursuant hereto shall survive entry of any order which may be entered: (a) confirming any plan of reorganization in any of the Cases; (b) converting any of the Cases to a case under Chapter 7 of the Bankruptcy Code; (c) dismissing any of the Cases or any Successor Cases; or (d) pursuant to

which this Court abstains from hearing any of the Cases or Successor Cases. The terms and provisions of this Interim Order, including the claims, liens, security interests, and other protections granted to the DIP Secured Parties and Prepetition Secured Parties granted pursuant to this Interim Order and/or the DIP Documents, notwithstanding the entry of any such orders described in (a)-(d), above, shall continue in the Cases, in any Successor Cases, or following dismissal of the Cases or any Successor Cases, and shall maintain their priority as provided by this Interim Order until: (x) in respect of the DIP ABL Facility, all the DIP Obligations, pursuant to the DIP Documents and this Interim Order, have been Paid in Full (such payment being without prejudice to any terms or provisions contained in the DIP ABL Facility which survive such discharge by their terms); (y) in respect of the Prepetition ABL Facility, all of the Prepetition ABL Obligations pursuant to the Prepetition ABL Documents and this Interim Order, have been Paid in Full; and (z) in respect of the Prepetition Term Loan Agreement, all of the Prepetition Term Loan Obligations pursuant to the Prepetition Term Loan Documents and this Interim Order have been Paid in Full. The terms and provisions concerning the indemnification of the DIP Agent and DIP Lenders shall continue in the Cases, in any Successor Cases, following dismissal of the Cases or any Successor Cases, following termination of the DIP Documents and/or the indefeasible repayment of the DIP Obligations. In addition, the terms and provisions of this Interim Order shall continue in full force and effect for the benefit of the Prepetition Term Loan Parties notwithstanding the repayment in full of or termination of the DIP Obligations or the Prepetition ABL Obligations.

70. Final Hearing. The Final Hearing to consider entry of the Final Order and final approval of the DIP ABL Facility is scheduled for **August 27, 2020 at 3:30 p.m. (prevailing Central Time)** before the Honorable Marvin Isgur, United States Bankruptcy Judge

at the United States Bankruptcy Court for the Southern District of Texas. On or before August 6, 2020, the Debtors shall serve, by United States mail, first-class postage prepaid, notice of the entry of this Interim Order and of the Final Hearing (the “Final Hearing Notice”), together with copies of this Interim Order and the DIP Motion, on: (a) the parties having been given notice of the Interim Hearing; (b) any party which has filed prior to such date a request for notices with this Court; (c) counsel for a Committee (if appointed); (d) the Securities and Exchange Commission; and (e) the Internal Revenue Service. The Final Hearing Notice shall state that any party in interest objecting to the entry of the proposed Final Order shall file written objections with the Clerk of the Court no later than August 24, 2020 at 4:00 p.m.

71. This Order is effective on entry and is not stayed.

72. Retention of Jurisdiction. The Court has and will retain jurisdiction to enforce the terms of, any and all matters arising from or related to the DIP ABL Facility, and/or this Interim Order.

Signed: August 03, 2020



Marvin Isgur
United States Bankruptcy Judge

Exhibit 1

DIP ABL Credit Agreement

SENIOR SECURED SUPER-PRIORITY DEBTOR-IN-POSSESSION CREDIT AGREEMENT

dated as of

[], 2020

among

TAILORED BRANDS, INC.,
as a U.S. Borrower,

THE MEN'S WEARHOUSE, INC.,
as a U.S. Subsidiary Borrower and the Borrower Representative,

the other Domestic Subsidiaries from time to time party hereto,
as U.S. Subsidiary Borrowers,

MOORES THE SUIT PEOPLE CORP.,
as Canadian Borrower,

the other Loan Parties from time to time party hereto,

the Lenders from time to time party hereto,

JPMORGAN CHASE BANK, N.A.,
as Administrative Agent,

and

JPMORGAN CHASE BANK, N.A. TORONTO BRANCH,
as Canadian Administrative Agent

JPMORGAN CHASE BANK, N.A.,
BANK OF AMERICA, N.A., and
WELLS FARGO BANK, N.A.
as Joint Bookrunners and Joint Lead Arrangers

BANK OF AMERICA, N.A., and
WELLS FARGO BANK, N.A.
as Co-Syndication Agents

U.S. BANK, NATIONAL ASSOCIATION and
FIFTH THIRD BANK
as Co-Documentation Agents

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Annex A	—	Approved Budget

SENIOR SECURED SUPER-PRIORITY DEBTOR-IN-POSSESSION CREDIT AGREEMENT, dated as of [____], 2020, among TAILORED BRANDS, INC., a Texas corporation, THE MEN'S WEARHOUSE, INC., a Texas corporation (the "Company"), as debtor and debtor-in-possession, each of the other U.S. Subsidiary Borrowers from time to time party hereto, MOORES THE SUIT PEOPLE CORP., a Nova Scotia unlimited liability company and an applicant under the CCAA (the "Canadian Borrower") and, together with the U.S. Borrowers, the "Borrowers"), the Canadian Guarantors from time to time party hereto, the Lenders from time to time party hereto, JPMORGAN CHASE BANK, N.A., as Administrative Agent, and JPMORGAN CHASE BANK, N.A. TORONTO BRANCH, as Canadian Administrative Agent.

R E C I T A L S:

WHEREAS, on [●], 2020 (the "Petition Date"), the Borrowers (collectively, the "Debtors", and each individually, a "Debtor") commenced voluntary cases (collectively, the "US Cases" and each individually, a "Case") in the United States Bankruptcy Court for the Southern District of Texas (the "U.S. Court"). The Debtors continue to operate their businesses and manage their properties as debtors and debtors-in-possession pursuant to Sections 1107 and 1108 of the Bankruptcy Code.

WHEREAS, also on or shortly after the Petition Date, the Canadian Borrower, in its capacity a foreign representative, filed an application (the "Canadian Case" and, together with the US Cases, the "Cases") before the Ontario Superior Court of Justice (Commercial List) (the "Canadian Court") pursuant to Part IV of the Companies' Creditors Arrangement Act, R.S.C. 1985, c. C-36, as amended (the "CCAA") for the purposes of, among other things, obtaining an order of the Canadian Court recognizing the US Cases as a foreign main proceeding, imposing a stay of proceedings in respect of the Debtors and authorizing Canadian Borrower and the Canadian Guarantors to retain possession of its assets and to continue to operate its business under the CCAA;

WHEREAS, prior to the Petition Date, the Lenders provided financing to the Borrowers pursuant to that certain Credit Agreement dated as of June 18, 2014, as amended, supplemented and otherwise modified on June 18, 2014, July 28, 2014, January 31, 2016, June 30, 2016, October 25, 2017 and April 30, 2019, among the Borrowers, the other Loan Parties, the Prepetition Lenders, and JPMorgan Chase Bank, N.A., as the Prepetition Agent, and the other parties thereto (as amended, amended and restated, supplemented or otherwise modified from time to time through the date hereof, the "Prepetition Credit Agreement").

WHEREAS, as of the Petition Date, the Prepetition Lenders under the Prepetition Credit Agreement were owed approximately \$[●] in Revolving Loans and \$[●] in maximum aggregate amounts available to be drawn under outstanding Letters of Credit (as defined in the Prepetition Credit Agreement), plus interest, fees, costs and expenses and all other Prepetition Lender Obligations under the Prepetition Credit Agreement.

WHEREAS, the Obligations under and as defined in the Prepetition Credit Agreement are secured by a Lien in substantially all of the existing and after-acquired assets of the Borrowers and the other Loan Parties as more fully set forth in the Prepetition Loan Documents, and such Lien is perfected and, with certain exceptions, as described in the Prepetition Loan Documents, has priority over other Liens.

WHEREAS, the Borrowers have requested, and, upon the terms set forth in this Agreement, the Lenders have agreed to make available to the Borrowers, a senior secured super-priority revolving credit facility of up to \$500,000,000 in the aggregate with a \$150,000,000 Letter of Credit sublimit that is automatically convertible into a secured exit facility upon the satisfaction (or waiver) of certain conditions in the form of \$430,000,000 in aggregate initial principal amount of commitments to be made available to

the Borrowers at any time and from time to time until the Maturity Date subject to the terms and conditions set forth herein (the “Revolving Credit Facility”).

WHEREAS, the Borrowers and other Loan Parties have agreed to secure all of their Obligations under the Loan Documents by granting to the Administrative Agent, for the benefit of the Administrative Agent and the other Lender Parties, a Lien in and upon all of their existing and after-acquired personal and real property, subject to the limitations and priorities contained in the Loan Documents and the Interim Order, the Canadian Recognition Order and the Final Order.

NOW, THEREFORE, the parties hereto hereby agree as follows:

ARTICLE I

Definitions

SECTION 1.01 Defined Terms. As used in this Agreement, the following terms have the meanings specified below:

“ABL Priority Collateral” has the meaning set forth in the Intercreditor Agreement.

“ABR,” when used in reference to any Loan or Borrowing, refers to whether such Loan, or the Loans comprising such Borrowing, bears interest at a rate determined by reference to the Alternate Base Rate.

“Acceptable Plan” means a Plan of Reorganization that is consistent with the RSA and otherwise satisfactory to the Administrative Agent, the Required Lenders and the Loan Parties in their reasonable discretion (as the same may be amended, supplemented, or modified from time to time after entry thereof in accordance with the terms thereof); it being agreed that the Plan (as defined in the RSA) is an “Acceptable Plan” to the Administrative Agent and the Required Lenders.¹

“Account” has the meaning set forth in the applicable Security Agreement.

“Account Debtor” means any Person obligated on an Account.

“Actual Cash Receipts” means the sum of all cash receipts received by the Loan Parties (excluding any borrowings under this Agreement) during the relevant period of determination which corresponds to the budgeted cash receipts described in the line item contained in the Approved Budget across from the heading “Operating Receipts”, as determined in a manner consistent with the Approved Budget.

“Actual Disbursement Amount” means the sum of all cash expenditures made by the Loan Parties during the relevant period of determination which corresponds to each of the budgeted cash expenditures described in the line item contained in the Approved Budget across from the headings “Total Disbursements” (but excluding the line item across from the headings “Professional Fees”) determined in a manner consistent with the Approved Budget.

“Adjusted LIBO Rate” means, with respect to any Eurodollar Borrowing for any Interest Period or for any ABR Borrowing, an interest rate per annum equal to (a) the LIBO Rate for such Interest Period multiplied by (b) the Statutory Reserve Rate.

¹ Subject to review.

“Administrative Agent” means JPMCB, in its capacity as administrative agent hereunder and under the other Loan Documents, and its successors in such capacity as provided in Article VIII.

“Administrative Agents” means the Administrative Agent and the Canadian Administrative Agent.

“Administrative Questionnaire” means an Administrative Questionnaire in a form supplied by the Administrative Agent.

“Agent Fee Letter” means the Fee Letter dated August [], 2020, among Parent, the Administrative Agent and the other parties thereto, with respect to fees payable to the Administrative Agent and the other persons named therein for their respective accounts.

“Agents” means, individually and collectively as the context may require, the Administrative Agent, the Canadian Administrative Agent, the Arrangers, the Co-Syndication Agents and the Co-Documentation Agents.

“Affiliate” means, with respect to a specified Person, another Person that directly or indirectly Controls or is Controlled by or is under common Control with the Person specified.

“Aggregate Borrowing Base” means (i) the U.S. Borrowing Base *plus* (ii) the lesser of (x) the Canadian Commitments and (y) the Canadian Borrowing Base.

“Agreement” means this Senior Secured Super-Priority Debtor-in-Possession Credit Agreement, as modified, amended or restated from time to time.

“Alternate Base Rate” means, for any day, a rate per annum equal to the greatest of (a) the Prime Rate in effect on such day, (b) the NYFRB Rate in effect on such day plus ½ of 1% and (c) the Adjusted LIBO Rate for a one month Interest Period on such day (or if such day is not a Business Day, the immediately preceding Business Day) plus 1%, provided that, for the purpose of this definition, the Adjusted LIBO Rate for any day shall be based on the LIBO Screen Rate (or if the LIBO Screen Rate is not available for such one month Interest Period, the Interpolated Rate) at approximately 11:00 a.m. London time on such day. Any change in the Alternate Base Rate due to a change in the Prime Rate, the NYFRB Rate or the Adjusted LIBO Rate shall be effective from and including the effective date of such change in the Prime Rate, the NYFRB Rate or the Adjusted LIBO Rate, respectively. If the Alternate Base Rate is being used as an alternate rate of interest pursuant to Section 2.14 hereof, then the Alternate Base Rate shall be the greater of clause (a) and (b) above and shall be determined without reference to clause (c) above.

“AML Legislation” has the meaning set forth in Section 9.20.

“Anti-Corruption Laws” means all laws, rules and regulations of any jurisdiction applicable to the Borrowers or their respective Affiliates from time to time concerning or relating to bribery or corruption.

“Applicable Administrative Agent” means (a) with respect to the Canadian Facility and Canadian Letters of Credit, the Canadian Administrative Agent and (b) otherwise, the Administrative Agent.

“applicable Borrower(s)” or “applicable Loan Parties” means with respect to any amount required to be paid hereunder, the Borrowers, jointly and severally.

“Applicable Commitment Fee Rate” means 0.30% per annum.

“Applicable Percentage” means, for any Revolving Lender:

(a) with respect to payments, computations and other matters relating to the U.S. Commitments or U.S. Revolving Loans, U.S. LC Exposure, U.S. Protective Advances, U.S. Overadvances or U.S. Swingline Loans, a percentage equal to a fraction (i) the numerator of which is the U.S. Commitment of such Revolving Lender and (ii) the denominator of which is the aggregate U.S. Commitments of all the U.S. Revolving Lenders (or, if the aggregate U.S. Commitments have terminated or expired, the Applicable Percentage shall be determined based upon such Revolving Lender’s share of the aggregate U.S. Revolving Exposure);

(b) with respect to payments, computations and other matters relating to the Canadian Commitment or Canadian Revolving Loans, Canadian LC Exposure, Canadian Protective Advances or Canadian Overadvances, a percentage equal to a fraction (i) the numerator of which is the Canadian Commitment of such Revolving Lender and (ii) the denominator of which is the aggregate Canadian Commitments of all the Canadian Revolving Lenders (or, if the aggregate Canadian Commitments have terminated or expired, the Applicable Percentage shall be determined based upon such Revolving Lender’s share of the aggregate Canadian Revolving Exposure); and

(c) with respect to payments, computations and other matters relating to the Revolving Commitments generally, a percentage equal to a fraction, the numerator of which is (i) the aggregate Revolving Commitment of such Revolving Lender and (ii) the denominator of which is the aggregate Revolving Commitments of all the Revolving Lenders (or, if the aggregate Revolving Commitments have terminated or expired, the Applicable Percentage shall be determined based upon such Revolving Lender’s share of the aggregate Revolving Exposure);

provided that for purposes of Section 2.20 when a Defaulting Lender shall exist, any such Defaulting Lender’s Revolving Commitments shall be disregarded in the calculations set forth above.

“Applicable Rate” means, for any day, with respect to any Loan, as the case may be, the applicable rate per annum set forth in the pricing grid below under the caption “Adjusted LIBO/CDOR Rate Loans” or “ABR/Canadian Prime Rate Loans,” as the case may be:

ADJUSTED LIBO/CDOR RATE LOANS	ABR/CANADIAN PRIME RATE LOANS
2.50%	1.50%

“Applicable Share” has the meaning set forth in Section 10.10.

“Approved Budget” means the budget in the form of Annex A and initially furnished to the Administrative Agent on or prior to the Effective Date, as the same may be updated, modified or supplemented from time to time as provided in Section 5.01. The initial Approved Budget shall depict, on a weekly and line item basis, (i) projected cash receipts, (ii) projected cash disbursements (including ordinary course operating expenses, bankruptcy-related expenses (including professional fees of the Loan Parties’ professionals and advisors), asset sales and any other fees and expenses relating to the Loan Documents), (iii) net cash flows, (iv) Availability, (v) liquidity and (vi) professional fees and disbursements with respect to the Loan Parties’ professionals], in each case for the first thirteen (13) fiscal week period from the Petition Date, and such initial Approved Budget shall be approved by, and in form and substance reasonably satisfactory to, the Administrative Agent and the Required Lenders in their sole discretion (it being acknowledged and agreed that the initial Approved Budget attached hereto as Annex A is approved by and reasonably satisfactory to the Administrative Agent and the Required Lenders).

“Approved Fund” means any Person (other than a natural person) that is engaged in making, purchasing, holding or investing in commercial loans and similar extensions of credit in the ordinary course of its activities and that is administered or managed by (a) a Lender, (b) an Affiliate of a Lender or (c) an entity or an Affiliate of an entity that administers or manages a Lender.

“Arrangers” means, JPMCB and Bank of America, N.A., in their capacities as joint bookrunners and joint lead arrangers for the Revolving Credit Facility established hereby.

“Article 55 BRRD” means Article 55 of Directive 2014/59/EU establishing a framework for the recovery and resolution of credit institutions and investment firms.

“Asset Sale” has the meaning set forth in Section 6.05.

“Assignment and Assumption” means an assignment and assumption entered into by a Lender and an Eligible Assignee, with the consent of any Person whose consent is required by Section 9.04, and accepted by the Administrative Agent, in the form of Exhibit A or any other form approved by the Administrative Agent.

“Automatic Stay” means the automatic stay provided under Section 362 of the Bankruptcy Code.

“Availability” means, at any time, an amount equal to (a) the Line Cap at such time *minus* (b) the total Credit Exposure of all Lenders at such time.

“Availability Period” means the period from and including the Effective Date to but excluding the earlier of the Maturity Date and the date of termination of the aggregate Revolving Commitments.

“Bail-In Action” means the exercise of any Write-Down and Conversion Powers.

“Bail-In Legislation” means in relation to an EEA Member Country which has implemented, or which at any time implements, Article 55 BRRD, the relevant implementing law or regulation 13 as described in the EU Bail-In Legislation Schedule from time to time.

“Banking Services” means each and any of the following bank services provided to any Loan Party or any Subsidiary by any Lender or any of its Affiliates: (a) credit cards for commercial customers (including, without limitation, “commercial credit cards” and purchasing cards), (b) treasury management services (including, without limitation, controlled disbursement, automated clearinghouse transactions, return items, overdrafts and interstate depository network services) and (c) supply chain financing.

“Banking Services Obligations” means any and all obligations of the Loan Parties, whether absolute or contingent and howsoever and whensoever created, arising, evidenced or acquired (including all renewals, extensions and modifications thereof and substitutions therefor), in connection with Banking Services.

“Banking Services Reserves” means all Reserves that the Administrative Agent from time to time establishes in its Permitted Discretion for Banking Services then provided or Banking Services Obligations then outstanding.

“Bankruptcy Code” means title 11 of the United States Code, as amended.

“Bankruptcy Event” means, with respect to any Person, such Person becomes the subject of a bankruptcy or insolvency proceeding, or has had a receiver, conservator, trustee, administrator, custodian,

assignee for the benefit of creditors or similar Person charged with the reorganization or liquidation of its business appointed for it (including any corporate law or other law permitting a Person to obtain a stay of proceedings or compromise of claims of its creditors against it), or, in the good faith determination of the Administrative Agent, has taken any action in furtherance of, or indicating its consent to, approval of, or acquiescence in, any such proceeding or appointment, provided that a Bankruptcy Event shall not result solely by virtue of any ownership interest, or the acquisition of any ownership interest, in such Person by a Governmental Authority or instrumentality thereof, unless such ownership interest results in or provides such Person with immunity from the jurisdiction of courts within the United States or Canada or from the enforcement of judgments or writs of attachment on its assets or permit such Person (or such Governmental Authority or instrumentality) to reject, repudiate, disavow or disaffirm any contracts or agreements made by such Person.

“Bankruptcy Rules” means the Federal Rules of Bankruptcy Procedure, as the same may from time to time be in effect and applicable to the Cases.

“Board of Governors” means the Board of Governors of the Federal Reserve System of the United States of America.

“Borrower” or “Borrowers” means, individually or collectively, the U.S. Borrowers and the Canadian Borrower.

“Borrower Representative” has the meaning set forth in Section 12.01.

“Borrowing” means (a) Revolving Loans under the same Facility of the same Type and currency, made, converted or continued on the same date and, in the case of Eurodollar Loans or CDOR Rate Loans, as to which a single Interest Period is in effect, (b) a Swingline Loan, (c) a Protective Advance or (d) an Overadvance.

“Borrowing Base” means, individually and collectively as the context may require, the U.S. Borrowing Base and the Canadian Borrowing Base.

“Borrowing Base Certificate” means a certificate, signed and certified as accurate and complete by a Financial Officer of the Borrower Representative, in substantially the form of Exhibit B (with such changes thereto as may be required by the Administrative Agent in its Permitted Discretion from time to time to reflect the components of and reserves against the Borrowing Base as provided for hereunder) or another form that is acceptable to the Administrative Agent in its Permitted Discretion.

“Borrowing Request” means a request by the Borrower Representative for a Borrowing of Revolving Loans in accordance with Section 2.03, which shall be, in the case of any such written request, in the form of Exhibit C or any other form approved by the Administrative Agent.

“Budgeted Cash Receipts” means the line item contained in the Approved Budget across from the heading “Operating Receipts” during the relevant period of determination.

“Budgeted Disbursement Amount” means the sum of the expenditures described in the line item contained in the Approved Budget across from the heading “Total Disbursements” (but excluding, for the avoidance of doubt, the line items across from the headings “Professional Fees”), in each case, during the relevant period of determination.

“Business Day” means any day that is not a Saturday, Sunday or other day on which commercial banks in New York City are authorized or required by law to remain closed; provided that (a) when used

in connection with any Eurodollar Loan, the term “Business Day” shall also exclude any day on which banks are not open for dealings in dollar deposits in the London interbank market and (b) when used in connection with any Canadian Loan or any Canadian Letter of Credit, the term “Business Day” shall also exclude any day on which commercial banks in Toronto, Canada are authorized or required by law to remain closed.

“Canada” means the country of Canada and any province or territory thereof.

“Canadian Administration Charge” means the first priority charge to be granted by the Canadian Court against Collateral of the Canadian Borrower and the Canadian Guarantors to secure payment of the professional fees of the Canadian Borrower’s counsel, the Information Officer and the Information Officer’s counsel, in an aggregate amount not to exceed C\$[●].²

“Canadian Administrative Agent” means JPMorgan Chase Bank, N.A. Toronto Branch, in its capacity as administrative agent for the Canadian Revolving Lenders hereunder, and its successors and assigns in such capacity.

“Canadian Benefit Plan” means any material plan, fund, program, or policy, whether oral or written, formal or informal, funded or unfunded, insured or uninsured, providing employee benefits, including medical, hospital care, dental, sickness, accident, disability, life insurance, pension, retirement or savings benefits, under which any Loan Party or any Subsidiary of any Loan Party has any liability with respect to any employee or former employee, but excluding any Canadian Pension Plans and excluding any stock option or share purchase plan.

“Canadian Blocked Person” means any Person that is a “politically exposed foreign person” or “terrorist group” or similar person whose property or interests in property are blocked or subject to blocking pursuant to, or as described in, any Canadian Economic Sanctions and Export Control Laws.

“Canadian Borrower” has the meaning set forth in the introductory paragraph of this Agreement.

“Canadian Borrower Outstandings” means, at any time, the sum of (i) the Dollar Equivalent of the Canadian Revolving Loans and Canadian Swingline Loans to the Canadian Borrower outstanding at such time *plus* (ii) the Canadian LC Exposure in respect of Letters of Credit issued for the account of the Canadian Borrower at such time *plus* (iii) the Dollar Equivalent of the Canadian Protective Advances to the Canadian Borrower outstanding at such time.

“Canadian Borrowing Base” means, at any time (without duplication):

(a) the lesser of (x) the product of (i) 90% *multiplied by* (ii) the Net Orderly Liquidation Value of Eligible Inventory of the Canadian Loan Parties at such time and (y) the net book value of Eligible Inventory of the Canadian Loan Parties, *plus*

(b) the lesser of (i) the product of (A) 85% *multiplied by* (B) the Net Orderly Liquidation Value of Eligible Rental Inventory of the Canadian Loan Parties and (ii) the net book value of Eligible Rental Inventory of the Canadian Loan Parties; provided that in no event shall the amount included pursuant to this clause (b) exceed 20% of the Canadian Borrowing Base, *plus*

² To be provided.

(c) the product of (i) 85% *multiplied by* (ii) the Eligible Accounts of the Canadian Loan Parties at such time, *plus*

(d) the product of (i) 90% *multiplied by* (ii) the Eligible Credit Card Accounts Receivable of the Canadian Loan Parties at such time, *minus*

(e) without duplication, Reserves established by the Administrative Agent in its Permitted Discretion.

Subject to the other provisions hereof expressly permitting the Administrative Agent to adjust Reserves, the Canadian Borrowing Base at any time shall be determined by reference to the most recent Borrowing Base Certificate delivered to the Administrative Agent on or most recently prior to such day pursuant to Section 5.01(h) (or, prior to the first such delivery following the Effective Date, the Borrowing Base Certificate delivered to the Administrative Agent pursuant to Section 4.01(e)); provided, that if any Borrowing Base Certificate delivered under Section 4.01(e) or 5.01(h) shall prove to have been materially inaccurate (regardless of whether any Commitments are in effect or any amounts are outstanding hereunder when such inaccuracy is discovered), and such inaccuracy shall have resulted in the payment of any interest or fees at rates lower than those that were in fact applicable for any period (based on the actual Canadian Borrowing Base), the applicable Borrowers shall pay to the Administrative Agent, for distribution to the Lenders (or former Lenders) as their interests may appear, the accrued interest or fees that should have been paid but were not paid as a result of such inaccuracy.

“Canadian Case” has the meaning provided in the recitals.

“Canadian Collateral” means any and all property of any Canadian Loan Party covered by the Collateral Documents and any and all other property of any Canadian Loan Party, now existing or hereafter acquired, that may at any time be or become subject to a security interest or Lien in favor of the Administrative Agent to secure the Obligations.

“Canadian Commitment” means, with respect to each Canadian Revolving Lender, the commitment, if any, of such Canadian Revolving Lender to make Canadian Revolving Loans and to acquire participations in Canadian Letters of Credit and Canadian Swingline Loans hereunder, expressed as an amount representing the maximum possible aggregate amount of such Canadian Revolving Lender’s Canadian Revolving Exposure hereunder, as such commitment may be reduced or increased from time to time pursuant to (a) Section 2.09 and (b) assignments by or to such Canadian Revolving Lender pursuant to Section 9.04. The amount of each Canadian Revolving Lender’s Canadian Commitment is set forth on Schedule 2.01, or in the Assignment and Assumption pursuant to which such Canadian Revolving Lender shall have assumed its Canadian Commitment, as applicable. As of the Effective Date, the aggregate amount of the Canadian Commitments is \$50,000,000.

“Canadian Court” has the meaning provided in the recitals.

“Canadian Court Ordered Charges” means, collectively, the Canadian Administration Charge and the Canadian DIP Charge.

“Canadian Court Reserve” means an amount equal to the Canadian Administration Charge.

“Canadian Credit Exposure” means, as to any Canadian Revolving Lender at any time, the sum of (a) such Canadian Revolving Lender’s Canadian Revolving Exposure *plus* (b) a Dollar Equivalent equal to such Lender’s Applicable Percentage of the aggregate amount of Canadian Overadvances and Canadian Protective Advances outstanding.

“Canadian DIP Charge” has the meaning provided to it in Section 2.22.

“Canadian Defined Benefit Plan” means a Canadian Pension Plan, which contains a “defined benefit provision,” as defined in subsection 147.1(1) of the ITA.

“Canadian Dollars” and “Cdn\$” means dollars in the lawful currency of Canada.

“Canadian Economic Sanctions and Export Control Laws” means any Canadian laws, regulations or orders governing transactions in controlled goods or technologies or dealings with countries, entities, organizations, or individuals subject to economic sanctions and similar measures.

“Canadian Facility” means, collectively, the Canadian Commitments and the extensions of credit made thereunder.

“Canadian Guarantor” means (i) any parent entity of the Canadian Borrower formed under the laws of Canada or any province or territory thereof and (ii) each Subsidiary of the Canadian Borrower that is listed on the signature pages hereto as a Canadian Guarantor or that becomes a party hereto as a Canadian Guarantor, in each case, until such parent entity’s or such Subsidiary’s Loan Guarantee is released in accordance herewith.

“Canadian Issuing Banks” means, individually and collectively as the context may require, in the case of each Canadian Letter of Credit, JPMorgan Chase Bank, N.A. Toronto Branch and any other Lender proposed by the Borrower Representative that has agreed to act as a Canadian Issuing Bank and is reasonably acceptable to the Canadian Administrative Agent, each in its capacity as an issuer of Canadian Letters of Credit hereunder, and its successors and assigns in such capacity as provided in Section 2.06(i). Each Canadian Issuing Bank may, in its sole discretion, arrange for one or more Canadian Letters of Credit to be issued by Affiliates of such Canadian Issuing Bank, in which case the term “Canadian Issuing Bank” shall include any such Affiliate with respect to Canadian Letters of Credit issued by such Affiliate.

“Canadian LC Collateral Account” has the meaning set forth in Section 2.06(j).

“Canadian LC Exposure” means, at any time, the sum of the Commercial LC Exposure and the Standby LC Exposure, in each case, in respect of Canadian Letters of Credit. The Canadian LC Exposure of any Canadian Revolving Lender at any time shall be its Applicable Percentage of the total Canadian LC Exposure at such time.

“Canadian Letter of Credit” means any Letter of Credit issued under the Canadian Facility.

“Canadian Loan Parties” means, individually and collectively as the context may require, the Canadian Borrower and each Canadian Guarantor.

“Canadian Loans” means, individually and collectively as the context may require, the Canadian Revolving Loans, the Canadian Swingline Loans, the Canadian Protective Advances and the Canadian Overadvances.

“Canadian Obligations” means all unpaid principal of and accrued and unpaid interest on the Canadian Loans to the Canadian Borrower, all accrued and unpaid fees and all expenses, reimbursements (including pursuant to Section 2.06(a)), indemnities and other obligations of the Canadian Loan Parties to the Lenders or to any Lender, the Administrative Agent, the Canadian Administrative Agent, any Canadian Issuing Bank or any indemnified party arising under the Loan Documents (including interest, costs, fees

and other amounts accruing during the pendency of any proceeding under any Insolvency Laws, regardless of whether allowed or allowable in such proceeding).

“Canadian Overadvance” has the meaning set forth in Section 2.05(b).

“Canadian Overadvance Exposure” means, at any time, the sum of the aggregate principal amount of all outstanding Canadian Overadvances at such time. The Canadian Overadvance Exposure of any Lender at any time shall be its Applicable Percentage of the total Canadian Overadvance Exposure at such time.

“Canadian Pension Plans” means any plan, program or arrangement that is a pension plan that is required to be registered under any applicable Canadian federal or provincial pension legislation, whether or not registered under any such laws, which is, or has been, maintained or contributed to by, or to which there is or may be an obligation to contribute by, a Loan Party or Subsidiary operating in Canada in respect of any Person’s employment in Canada with such Loan Party or Subsidiary, other than Plans established by statute, including the Canada Pension Plan maintained by the government of Canada and the Quebec Pension Plan maintained by the Province of Quebec.

“Canadian Prime Rate” means, for any period, the rate per annum determined by the Canadian Administrative Agent to be the higher of (i) the rate equal to the PRIMCAN Index rate that appears on the Bloomberg screen at 10:15 a.m. Toronto time on such day (or, in the event that the PRIMCAN Index is not published by Bloomberg, any other information services that publishes such index from time to time, as selected by the Canadian Administrative Agent in its reasonable discretion) and (ii) the average rate for 30 day Canadian Dollar bankers’ acceptances that appears on the Reuters Screen CDOR Page (or, in the event such rate does not appear on such page or screen, on any successor or substitute page or screen that displays such rate, or on the appropriate page of such other information service that publishes such rate from time to time, as selected by the Canadian Administrative Agent in its reasonable discretion) at 10:15 a.m. Toronto time on such day, plus 1.00% per annum. Any change in the Canadian Prime Rate due to a change in the PRIMCAN Index or the CDOR Rate shall be effective from and including the effective date of such change in the PRIMCAN Index or CDOR Rate, respectively.

“Canadian Prime Rate Loan” means a Loan denominated in Canadian Dollars the rate of interest applicable to which is based upon the Canadian Prime Rate.

“Canadian Protective Advance” has the meaning set forth in Section 2.04(a).

“Canadian Protective Advance Exposure” means, at any time, the sum of the aggregate principal amount of all outstanding Canadian Protective Advances at such time. The Canadian Protective Advance Exposure of any Lender at any time shall be its Applicable Percentage of the total Canadian Protective Advance Exposure at such time.

“Canadian Recognition Order” means orders of the Canadian Court issued in the Canadian Case, which shall among other things, impose a stay of proceedings, recognize the US Cases, recognize the Interim Order (and when entered, the Final Order), grant the Canadian DIP Charge (as the same may be amended, supplemented, or modified from time to time after entry thereof with, to the extent adverse to the Lenders, the consent of the Administrative Agent.

“Canadian Revolving Exposure” means, with respect to any Canadian Revolving Lender at any time, the sum of (a) the outstanding principal amount of Canadian Revolving Loans of such Canadian Revolving Lender at such time *plus* (b) an amount equal to such Canadian Revolving Lender’s Canadian

Swingline Exposure *plus* (c) an amount equal to such Canadian Revolving Lender's Canadian LC Exposure at such time.

"Canadian Revolving Lenders" means the Persons listed on Schedule 2.01 (or an Affiliate or branch of any such Person that is acting on behalf of such Person, in which case the term "Canadian Revolving Lenders" shall include any such Affiliate or branch with respect to the Canadian Revolving Loans made by such Affiliate or branch) as having a Canadian Commitment and any other Person that shall acquire a Canadian Commitment, other than any such Person that ceases to be a Canadian Revolving Lender pursuant to an Assignment and Assumption.

"Canadian Revolving Loan" means a Revolving Loan made by the Canadian Revolving Lenders to the Canadian Borrower or U.S. Borrowers pursuant to the Canadian Commitment.

"Canadian Security Agreements" means, collectively, that certain Canadian Pledge and Security Agreement, to be entered into on or before the date of entry of the Final Order, among the Canadian Loan Parties and the Administrative Agent, the Quebec Security Documents, and, as the context requires, any other pledge or security agreement entered into, after the Effective Date by any other Canadian Loan Party (as required by this Agreement or any other Loan Document), as the same may be amended, restated or otherwise modified from time to time.

"Canadian Subsidiary" means any subsidiary of Parent that has been formed or is organized under the laws of Canada or any province or territory thereof.

"Canadian Swingline Exposure" means, at any time, the aggregate Dollar Equivalent of all outstanding Canadian Swingline Loans at such time. The Canadian Swingline Exposure of any Canadian Revolving Lender at any time shall be its Applicable Percentage of the total Canadian Swingline Exposure at such time.

"Canadian Swingline Lender" means JPMorgan Chase Bank, N.A. Toronto Branch, in its capacity as lender of Canadian Swingline Loans hereunder, and its successors and assigns in such capacity.

"Canadian Swingline Loan" has the meaning set forth in Section 2.05(a).

"Capital Expenditures" means, for any period, (a) the additions to property, plant and equipment and other capital expenditures of Parent and the Subsidiaries that are (or would be) set forth in a consolidated statement of cash flows of Parent for such period prepared in accordance with GAAP and the amount of expenditures by the Parent and its Subsidiaries for the acquisition of Rental Product and (b) such portion of principal payments on Capital Lease Obligations or Synthetic Lease Obligations made by Parent and its consolidated Subsidiaries during such period as is attributable to additions to property, plant and equipment that have not otherwise been reflected on the consolidated statement of cash flows as additions to property, plant and equipment for such period; provided that the term "Capital Expenditures" shall not include (i) expenditures made in connection with the replacement, substitution, restoration or repair of assets to the extent financed with (x) insurance proceeds paid on account of the loss of or damage to the assets being replaced, restored or repaired or (y) awards of compensation arising from the taking by eminent domain or condemnation of the assets being replaced, (ii) the purchase price of equipment that is purchased simultaneously with the trade-in of existing equipment to the extent that the gross amount of such purchase price is reduced by the credit granted by the seller of such equipment for the equipment being traded in at such time, (iii) the purchase of plant, property or equipment or software to the extent financed with the net proceeds of any sale, transfer, lease or other disposition (including pursuant to a Sale/Leaseback Transaction or by way of merger or consolidation) of any asset of Parent or any Subsidiary, including any sale or issuance to a Person other than Parent or any Subsidiary of Equity Interests in any Subsidiary, but

excluding sales of Inventory in the ordinary course of business, (iv) expenditures that constitute rental expenses under operating leases of real or personal property, (v) expenditures that are accounted for as capital expenditures by the Parent or any Subsidiary and that actually are paid for by a Person other than the Parent or any Subsidiary and for which neither the Parent nor any Subsidiary has provided or is required to provide or incur, directly or indirectly, any consideration or obligation to such Person or any other Person (whether before, during or after such period) or (vi) the book value of any asset owned by the Parent or any Subsidiary prior to or during such period to the extent that such book value is included as a capital expenditure during such period as a result of such Person reusing or beginning to reuse such asset during such period without a corresponding expenditure actually having been made in such period; provided that (x) any expenditure necessary in order to permit such asset to be reused shall be included as a Capital Expenditure during the period in which such expenditure actually is made and (y) such book value shall have been included in Capital Expenditures when such asset was originally acquired.

“Capital Lease Obligations” of any Person means the obligations of such Person to pay rent or other amounts under any lease of (or other arrangement conveying the right to use) real or personal property, or a combination thereof, which obligations are required to be classified and accounted for as capital leases on a balance sheet of such Person under GAAP (as in effect on December 31, 2018, notwithstanding any modification or interpretative change thereto after such date and excluding the effect to any treatment of lease under Accounting Standards Codification 842 (or any other Accounting Standards Codification or Financial Accounting Standard have a similar result or effect)), and, for the purposes of this Agreement, the amount of such obligations shall be the capitalized amount thereof determined in accordance with GAAP.

“Carve-Out” has the meaning set forth in the Interim Order (and Final Order, when applicable).

“Cases” has the meaning set forth in the Recitals.

“Cash Equivalents” means:

(a) marketable direct obligations issued or unconditionally guaranteed by the United States Government, the Government of Canada, or the UK government, or issued by an agency thereof and backed by the full faith and credit of the United States Government, the Government of Canada, or the UK government, as the case may be, in each case maturing within two years after the date of acquisition thereof;

(b) marketable direct obligations issued by any state of the United States of America, or any political subdivision of any such state or any public instrumentality thereof or by the Canadian federal government, in each case maturing within two years after the date of acquisition thereof and, at the time of acquisition, having the highest rating obtainable from either Standard & Poor’s or Moody’s (or, if at any time neither Standard & Poor’s nor Moody’s shall be rating such obligations, then from such other nationally recognized rating services acceptable to the Administrative Agent);

(c) commercial paper maturing no more than nine months after the date of creation thereof and, at the time of acquisition, having a rating of at least A-2 or P-2 from either Standard & Poor’s or Moody’s (or, if at any time neither Standard & Poor’s nor Moody’s shall be rating such obligations, then the highest rating from such other nationally recognized rating services acceptable to the Administrative Agent);

(d) certificates of deposit or bankers acceptances denominated in US Dollars, Canadian Dollars, Sterling or Euro and maturing within ninety (90) days after the date of

acquisition thereof issued by any Lender or any other commercial bank organized under the laws of the United States of America or any state thereof or the District of Columbia, or Canada or the UK, in each case having combined capital and surplus of not less than \$250,000,000 (or the foreign currency equivalent thereof);

(e) repurchase agreements of the Administrative Agent, any Lender or any other commercial bank organized under the laws of the United States of America or any state thereof or the District of Columbia, or Canada or the UK, in each case having combined capital and surplus of not less than \$250,000,000 (or the foreign currency equivalent thereof);

(f) overnight investments with the Administrative Agent, any Lender or any other commercial bank organized under the laws of the United States of America or any state thereof or the District of Columbia, or Canada or the UK, in each case having combined capital and surplus of not less than \$250,000,000 (or the foreign currency equivalent thereof);

(g) other readily marketable instruments issued or sold by the Administrative Agent, any Lender or any other commercial bank organized under the laws of the United States of America or any state thereof or the District of Columbia, or Canada or the UK, in each case having combined capital and surplus of not less than \$250,000,000 (or the foreign currency equivalent thereof); and

(h) funds invested in brokerage accounts with nationally recognized brokerage houses or money market accounts, in each case for less than thirty (30) days.

“Cash Management Order” means the order of the Court entered in the Cases after the “first day” hearing on an interim basis, together with all extensions, modifications and amendments thereto, in form and substance reasonably satisfactory to the Administrative Agent, which among other matters authorizes the Debtors to maintain their existing cash management and treasury arrangements (as set forth in the Prepetition Credit Agreement) or such other arrangements as shall be reasonably acceptable to the Administrative Agent in all material respects.

“CDOR Rate” means, for the relevant Interest Period, the Canadian deposit offered rate which, in turn means on any day the sum of (a) the annual rate of interest determined with reference to the arithmetic average of the discount rate quotations of all institutions listed in respect of the relevant Interest Period for Canadian Dollar-denominated bankers’ acceptances displayed and identified as such on the “Reuters Screen CDOR Page” as defined in the International Swaps and Derivatives Association, Inc. definitions, as modified and amended from time to time (the “**CDOR Screen Rate**”), as of 10:00 a.m. Toronto local time on the first day of the applicable Interest Period and, if such day is not a Business Day, then on the immediately preceding Business Day (as adjusted by the Canadian Administrative Agent after 10:00 a.m. Toronto local time to reflect any error in the posted rate of interest or in the posted average annual rate of interest) plus (b) 0.10% per annum; provided that (x) if the CDOR Screen Rate shall be less than 0.75%, such rate shall be deemed to be 0.75% and (y) if the CDOR Screen Rate is not available on the Reuters Screen CDOR Page on any particular day, then the Canadian deposit offered rate component of such rate on that day shall be calculated as the cost of funds quoted by the Canadian Administrative Agent to raise Canadian Dollars for the applicable Interest Period as of 10:00 a.m. Toronto local time on such day for commercial loans or other extensions of credit to businesses of comparable credit risk; or if such day is not a Business Day, then as quoted by the Canadian Administrative Agent on the immediately preceding Business Day.

“CFC” means each Person that is a “controlled foreign corporation” within the meaning of Section 957(a) of the Code.

“CFC Holdco” means a Domestic Subsidiary with no material assets other than Equity Interests of one or more Foreign Subsidiaries that are CFCs.

“Change in Control” means (a) any transaction (including a merger, amalgamation or consolidation) the result of which is that any “person” or “group” (within the meaning of Sections 13(d) and 14(d)(2) of the Exchange Act) becomes the “beneficial owner” (as defined in Rule 13d-3 under the Exchange Act) of more than 50 percent (50%) of the total voting power of all classes of the voting stock of Parent or the surviving Person and/or warrants or options to acquire such voting stock, calculated on a fully diluted basis, or (b) Parent shall cease to own, directly or indirectly, 100% of the issued and outstanding Equity Interests of the Canadian Borrower and each U.S. Subsidiary Borrower; provided, that no transaction contemplated by the RSA, an Acceptable Plan or the Confirmation Order shall constitute a Change in Control.

“Change in Law” means the occurrence, after the Effective Date, of any of the following: (a) the adoption or taking effect of any rule, regulation, treaty or other law, (b) any change in any rule, regulation, treaty or other law or in the administration, interpretation, implementation or application thereof by any Governmental Authority or (c) the making or issuance of any request, rule, guideline or directive (whether or not having the force of law) by any Governmental Authority; provided that, notwithstanding anything herein to the contrary, (i) the Dodd-Frank Wall Street Reform and Consumer Protection Act and all requests, rules, guidelines or directives thereunder or issued in connection therewith and (ii) all requests, rules, guidelines or directives promulgated by the Bank for International Settlements, the Basel Committee on Banking Supervision (or any successor or similar authority) or the United States or foreign regulatory authorities, in each case pursuant to Basel III, shall in each case be deemed to be a “Change in Law,” regardless of the date enacted, adopted, promulgated or issued.

“Charges” has the meaning set forth in Section 9.16.

“Claim” means any (a) 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) 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.

“Code” means the Internal Revenue Code of 1986, as amended.

“Collateral” means (a) any and all “Collateral” or words of similar intent as defined in any applicable Collateral Document and (b) the “DIP Collateral” referred to in the Orders, it being understood that “Collateral” shall include all such “DIP Collateral” irrespective of whether any such property was excluded pursuant to the Prepetition Loan Documents.

“Collateral Access Agreement” has the meaning set forth in the applicable Security Agreement.

“Collateral Documents” means the Orders, each Security Agreement and each other document granting a Lien upon any assets of any Loan Party as security for payment of the Secured Obligations.

“Commercial LC Exposure” means, at any time, the sum of (a) the aggregate undrawn Dollar Equivalent of all outstanding Commercial Letters of Credit at such time plus (b) the aggregate Dollar Equivalent of all LC Disbursements relating to Commercial Letters of Credit that have not yet been reimbursed by or on behalf of the Borrowers at such time. The Commercial LC Exposure of any Lender under any Facility at any time shall be its Applicable Percentage of the total Commercial LC Exposure under such Facility at such time.

“Commercial Letter of Credit” means a Letter of Credit that is (a) designated as a Commercial Letter of Credit by the Borrower Representative at the time of, or prior to, the issuance thereof, (b) issued to provide for the payment of the purchase price for goods or services purchased by Parent or any Subsidiary and (c) intended to be drawn when such purchase price is due and payable and not merely upon the occurrence of a default or other contingency.

“Commitment” means, with respect to each Lender, such Lender’s U.S. Commitment and/or Canadian Commitment.

“Commitment Letter” means the Commitment Letter dated August [___], 2020 among JPMCB, JPMorgan Chase Bank, N.A. Toronto Branch, the Lenders, the Parent, the Company and the Canadian Borrower.

“Committee” means an official committee of unsecured creditors appointed in any of the Cases by the U.S. Trustee.

“Commodity Exchange Act” means the Commodity Exchange Act (7 U.S.C. § 1 et seq.), as amended from time to time, and any successor statute.

“Communications” means, collectively, any written notice, demand, communication, information, document or other material provided by or on behalf of any Loan Party pursuant to any Loan Document or the transactions contemplated therein that is distributed to the Administrative Agent, any Lender or any Issuing Bank by means of electronic communications pursuant to Section 9.01, including through the Platform.

“Company” has the meaning set forth in the introductory paragraph of this Agreement.

“Compliance Certificate” means a Compliance Certificate in the form of Exhibit D or any other form approved by the Administrative Agent.

“Concentration Account” has the meaning set forth in the applicable Security Agreement.

“Confirmation Order” means an order of the Court entered in the US Cases pursuant to section 1129 of the Bankruptcy Code and recognized by the Canadian Court in the Canadian Case, which order (x) shall confirm an Acceptable Plan, be a final order and otherwise be in form and substance reasonably satisfactory to the Administrative Agent, together with all extensions, modifications, and amendments thereto, also in form and substance reasonably satisfactory to the Administrative Agent and (y) (i) if the Revolving Credit Facility converts to the credit facility under the Exit Facility Agreement, shall authorize and approve the extensions of credit under the Exit Facility Credit Agreement and the performance of the Borrowers’ (or the entities assuming and/or acquiring directly or indirectly the operations and assets of the Borrowers in the Acceptable Plan) and Loan Guarantors’ obligations thereunder, authorize a pro forma capital structure that satisfies the conditions precedent to the occurrence of the Conversion Date and otherwise satisfies all other conditions to the Conversion Date or (ii) if the Revolving Credit Facility is to be repaid in cash in full, shall authorize and approve such repayment, any financing the proceeds of which will be used to fund such repayment in full in cash, and the termination in full of all outstanding commitments under the Revolving Credit Facility.

“Control” means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of a Person, whether through the ability to exercise voting power, by contract or otherwise. “Controlling” and “Controlled” have meanings correlative thereto.

“Conversion Date” means the date upon which each of the conditions precedent to effectiveness of the Exit Facility Agreement set forth in the Exit Facility Term Sheet shall have been satisfied or waived.

“Court” means the U.S. Court and/or the Canadian Court, as the context may require.

“Co-Documentation Agents” means U.S. Bank National Association and Fifth Third Bank.

“Co-Syndication Agents” means Bank of America, N.A. and Wells Fargo Bank, N.A.

“Credit Card Accounts Receivable” means any Accounts (including Payment Intangibles) due to any Loan Party from a credit card issuer or a credit card processor in connection with purchases of Inventory of such Loan Party on (a) credit cards issued by Visa, MasterCard, American Express, Discover, PayPal, Wells Fargo, each of their respective Affiliates, and any other credit card issuers that are reasonably acceptable to the Administrative Agent, (b) private label credit cards of any Loan Party issued under non-recourse arrangements substantially similar to those in effect on the Effective Date or (c) debit cards and mall cards issued by issuers or providers that are reasonably acceptable to the Administrative Agent, in each case which have been earned by performance by such Loan Party but not yet paid to such Loan Party by such credit card issuer or credit card processor.

“Credit Card Agreement” means any agreement between a Loan Party, on the one hand, and a credit card issuer or a credit card processor (including any credit card processor that processes purchases of Inventory from a Loan Party through debit cards or mall cards), on the other hand.

“Credit Card Notifications” means each Credit Card Notification, in form and substance reasonably satisfactory to the Administrative Agent, executed by one or more Loan Parties and delivered by such Loan Parties to credit card issuers or credit card processors that are party to any Credit Card Agreement.

“Credit Exposure” means, as to any Lender at any time, the sum of (a) such Lender’s U.S. Credit Exposure plus (b) such Lender’s Canadian Credit Exposure.

“Cumulative Four-Week Period” means the four-fiscal week period up to and through the Saturday of the fiscal week most recently ended prior to the applicable Variance Report Date.

“Debtor” has the meaning set forth in the Recitals.

“Debtors’ Investment Banker” means PJT Partners, Inc.

“Default” means any event or condition that constitutes an Event of Default or that upon notice, lapse of time or both would, unless cured or waived, become an Event of Default.

“Defaulting Lender” means any Lender, as determined by the Administrative Agent, that has (a) failed to fund any portion of its Loans or participations in Letters of Credit, Swingline Loans, Protective Advances or Overadvances within three (3) Business Days of the date required to be funded by it hereunder, (b) notified any Borrower, the Administrative Agent, any Issuing Bank, the Swingline Lender or any Lender in writing that it does not intend to comply with any of its funding obligations under this Agreement or has made a public statement to the effect that it does not intend to comply with its funding obligations under this Agreement or under other agreements in which it commits to extend credit, (c) failed, within three (3) Business Days after request by the Administrative Agent, to confirm that it will comply with the terms of this Agreement relating to its obligations to fund prospective Loans and participations in then outstanding Letters of Credit, Swingline Loans, Protective Advances or Overadvances, (d) otherwise failed to pay over to the Administrative Agent or any other Lender any other amount required to be paid by it hereunder within

three (3) Business Days of the date when due, unless the subject of a good faith dispute, (e) (i) become or is insolvent or has a parent company that has become or is insolvent or (ii) become the subject of a bankruptcy or insolvency proceeding under any Insolvency Laws or otherwise, or has had a receiver, conservator, trustee or custodian appointed for it, or has taken any action in furtherance of, or indicating its consent to, approval of or acquiescence in any such proceeding or appointment or has a parent company that has become the subject of a bankruptcy or insolvency proceeding under any Insolvency Laws or otherwise, or has had a receiver, conservator, trustee or custodian appointed for it, or has taken any action in furtherance of, or indicating its consent to, approval of or acquiescence in any such proceeding or appointment; provided that a Lender shall not be a Defaulting Lender solely by virtue of the ownership or acquisition of any equity interest in that Lender or any direct or indirect parent company thereof by a Governmental Authority so long as such ownership interest does not result in or provide such Lender with immunity from the jurisdiction of courts within the United States or from the enforcement of judgments or writs of attachment on its assets or permit such Lender (or such Governmental Authority) to reject, repudiate, disavow or disaffirm any contracts or agreements made with such Lender, or (f) has, or has a direct or indirect parent company that has, become the subject of a Bail-In Action.

“Deposit Account” has the meaning set forth in the applicable Security Agreement.

“Deposit Account Control Agreement” has the meaning set forth in the applicable Security Agreement.

“Designated Person” means any Person listed in any Sanctions-related list of Designated Persons maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury, the U.S. Department of State, or by the United Nations Security Council, the European Union or any EU member state.

“Designated Subsidiary” means each Subsidiary other than any Excluded Subsidiary.

“Disclosed Matters” means the actions, suits and proceedings and the environmental matters disclosed in Section 3.06 of the Disclosure Letter.

“Disclosure Letter” means the letter from the Borrowers to the Lenders delivered on the Effective Date.

“Disclosure Statement” has the meaning ascribed to such term in Schedule 5.21.

“Disqualified Stock” means any Equity Interests which, by its terms (or by the terms of any security into which it is convertible or for which it is exchangeable), or upon the happening of any event, (a) matures (excluding any maturity as the result of an optional redemption by the issuer thereof) or is mandatorily redeemable, pursuant to a sinking fund obligation or otherwise, or is redeemable at the option of the holder thereof, in whole or in part, or requires the payment of any cash dividend or any other scheduled payment constituting a return of capital, in each case at any time on or prior to the first anniversary of the Maturity Date, or (b) is convertible into or exchangeable (unless at the sole option of the issuer thereof) for (i) cash, (ii) debt securities or (iii) any Equity Interests referred to in (a) above, in each case at any time prior to the first anniversary of the Maturity Date. Notwithstanding the foregoing, any Equity Interests that would constitute Disqualified Stock solely because holders of the Equity Interests have the right to require the issuer of such Equity Interests to repurchase such Equity Interests upon the occurrence of a change of control or an asset sale will not constitute Disqualified Stock if the terms of such Equity Interests provide that the issuer may not repurchase or redeem any such Equity Interests pursuant to such provisions unless such repurchase or redemption is permitted under the terms of this Agreement.

“Document” has the meaning set forth in the U.S. Security Agreement.

“Dollar Equivalent” of any amount means, at the time of determination thereof, (a) if such amount is expressed in Dollars, such amount, (b) if such amount is expressed in Canadian Dollars or an LC Alternative Currency, the equivalent of such amount in Dollars determined by using the rate of exchange for the purchase of the Dollars with Canadian Dollars or the LC Alternative Currency, as applicable, in the London foreign exchange market at or about 11:00 a.m. London time (or New York time, as applicable) on a particular day as displayed by ICE Data Services as the “ask price”, or as displayed on such other information service which publishes that rate of exchange from time to time in place of ICE Data Services (or if such service ceases to be available, the equivalent of such amount in Dollars as determined by the Agent using any method of determination it deems appropriate in its sole discretion) and (c) if such amount is denominated in any other currency, the equivalent of such amount in Dollars as determined by the Agent using any method of determination it deems appropriate in its sole discretion.

“dollars,” “Dollars” or “\$” refers to lawful money of the United States of America.

“Domestic Subsidiary” means any Subsidiary of Parent that is organized under the laws of the United States, any state of the United States or the District of Columbia.

“EEA Member Country” means any of the member states of the European Union, Iceland, Liechtenstein, and Norway.

“Effective Date” means the date on which the conditions specified in Section 4.01 are satisfied (or waived in accordance with Section 9.02), which date is [●], 2020.

“Eligible Accounts” means, at any time, each Account that satisfies the following criteria at the time of creation and continues to meet the same at the time of such determination: such Account (i) has been earned by performance and represents the bona fide amounts due to a Loan Party and in each case is originated in the ordinary course of business of such Loan Party, and (ii) in each case is not ineligible for inclusion in the calculation of the Borrowing Base pursuant to any of clauses (a) through (x) below. Without limiting the foregoing, to qualify as an Eligible Account, such Account shall indicate no Person other than a Loan Party as payee or remittance party. Any Account included within any of the following categories shall not constitute an Eligible Account:

(a) which is not subject to a first priority perfected Lien in favor of the Administrative Agent;

(b) which is subject to any Lien other than (i) a Lien in favor of the Administrative Agent, (ii) a Permitted Encumbrance which does not have priority over the Lien in favor of the Administrative Agent, (iii) Liens in respect of Prior Claims that are unregistered and that secure amounts that are not yet due and payable and (iv) Liens that are subject to the Intercreditor Agreement;

(c) (i) with respect to which the scheduled due date is more than 90 days after the date of the original invoice therefor, (ii) which is unpaid more than 90 days after the date of the original invoice therefor or more than 60 days after the original due date therefor (“Overage”) when calculating the amount under this clause (ii), for the same Account Debtor, the Administrative Agent shall include the net amount of such Overage and add back any credits, but only to the extent that such credits do not exceed the total gross receivables from such Account Debtor, or (iii) which has been written off the books of such Borrower or otherwise designated as uncollectible;

(d) which is owing by an Account Debtor for which more than 50% of the Accounts owing from such Account Debtor and its Affiliates are ineligible pursuant to clause (c) above;

(e) which is owing by an Account Debtor to the extent the aggregate amount of Accounts owing from such Account Debtor and its Affiliates to all Loan Parties exceeds 25% of the aggregate amount of Eligible Accounts of all Loan Parties;

(f) with respect to which any covenant, representation or warranty contained in this Agreement or in the applicable Security Agreement has been breached or is not true;

(g) which (i) does not arise from the sale of goods or performance of services in the ordinary course of business, (ii) is not evidenced by an invoice or other documentation (the form of which is reasonably satisfactory to the Administrative Agent) which has been sent to the Account Debtor, (iii) represents a progress billing, (iv) is contingent upon such Loan Party's completion of any further performance, (v) represents a sale on a bill-and-hold, guaranteed sale, sale-and-return, sale on approval, consignment, cash-on-delivery or any other repurchase or return basis or (vi) relates to payments of interest;

(h) for which the goods giving rise to such Account have not been shipped to the Account Debtor or for which the services giving rise to such Account have not been performed by such Loan Party or if such Account was invoiced more than once;

(i) with respect to which any check or other instrument of payment has been returned uncollected for any reason;

(j) which is owed by an Account Debtor which has (i) applied for, suffered, or consented to the appointment of any receiver, custodian, trustee, or liquidator or similar official for such Account Debtor of its assets, (ii) had possession of all or a material part of its property taken by any receiver, custodian, trustee or liquidator, (iii) filed, or had filed against it, any assignment, application, request or petition for liquidation, reorganization, arrangement, adjustment of debts, stay of proceedings, adjudication as bankrupt, winding-up, or voluntary or involuntary case or proceeding under any state, provincial or federal bankruptcy laws or any other Insolvency Laws (other than post-petition accounts payable of an Account Debtor that is a debtor-in-possession under the Bankruptcy Code and reasonably acceptable to the Administrative Agent), (iv) admitted in writing its inability, or is generally unable to, pay its debts as they become due, (v) become insolvent, or (vi) ceased operation of its business;

(k) which is owed by any Account Debtor which has sold all or substantially all of its assets;

(l) which is owed by an Account Debtor which (i) does not maintain its chief executive office in the U.S. or Canada (or its domicile, for the purposes of the Civil Code (Quebec)) (ii) is not organized under applicable law of the U.S., any state of the U.S., the District of Columbia, or Canada unless, in any such case, such Account is backed by a letter of credit acceptable to the Administrative Agent which is in the possession of, and is directly drawable by, the Administrative Agent;

(m) which is owed in any currency other than U.S. dollars or Canadian Dollars;

(n) which is owed by (i) any Governmental Authority of any country other than the U.S. or Canada unless such Account is backed by a Letter of Credit acceptable to the Administrative

Agent which is in the possession of, and is directly drawable by, the Administrative Agent, or (ii) any Governmental Authority of the U.S. or Canada, or any department, agency, public corporation, or instrumentality thereof, unless the *Financial Administration Act* (Canada), as amended, (or the equivalent law of any province of Canada, if any, in the case of a Governmental Authority of such province) or the Federal Assignment of Claims Act of 1940, as amended (31 U.S.C. § 3727 et seq. and 41 U.S.C. § 15 et seq.), as applicable and is subject to the Lien in favor of the Administrative Agent set forth in the Orders;

(o) which is owed by any Affiliate of any Loan Party or any employee, officer, director, agent or controlling stockholder of any Loan Party or any of its Affiliates;

(p) which is owed by an Account Debtor or any Affiliate of such Account Debtor to which any Loan Party is indebted, but only to the extent of such indebtedness, or is subject to any security, deposit, progress payment, retainage or other similar advance made by or for the benefit of an Account Debtor, in each case to the extent thereof;

(q) which is subject to any counterclaim, deduction, defense, setoff or dispute but only to the extent of any such counterclaim, deduction, defense, setoff or dispute;

(r) which is evidenced by any promissory note, chattel paper or instrument;

(s) which is owed by an Account Debtor located in any jurisdiction which requires filing of a "Notice of Business Activities Report" or other similar report in order to permit such Loan Party to seek judicial enforcement in such jurisdiction of payment of such Account, unless such Loan Party has filed such report or qualified to do business in such jurisdiction;

(t) with respect to which such Loan Party has made any agreement with the Account Debtor for any reduction thereof, other than discounts and adjustments given in the ordinary course of business, but only to the extent of any such reduction, or any Account which was partially paid and such Loan Party created a new receivable for the unpaid portion of such Account;

(u) which does not comply in all material respects with the requirements of all material applicable laws and regulations, whether Federal (U.S. or Canadian), state, provincial, territorial or local, including without limitation the U.S. Federal Consumer Credit Protection Act, the U.S. Federal Truth in Lending Act and Regulation Z of the Board;

(v) which is for goods that have been sold under a purchase order or pursuant to the terms of a contract or other agreement or understanding (written or oral) that indicates or purports that any Person other than such Loan Party has or has had an ownership interest in such goods, or which indicates any party other than such Loan Party as payee or remittance party;

(w) which was created on cash on delivery terms; or

(x) which the Administrative Agent determines may not be paid by reason of the Account Debtor's inability to pay or which the Administrative Agent otherwise determines is unacceptable in its Permitted Discretion.

In the event that an Account of a Loan Party which was previously an Eligible Account ceases, to the actual knowledge of a Financial Officer of Parent, to be an Eligible Account hereunder, the Borrower Representative shall notify the Administrative Agent thereof promptly, and in any event no later than the time of submission to the Administrative Agent of the next Borrowing Base Certificate. In determining the

amount of an Eligible Account of a Loan Party, the face amount of an Account may, in the Administrative Agent's Permitted Discretion, be reduced by, without duplication, to the extent not reflected in such face amount, (i) the amount of all accrued and actual discounts, claims, credits or credits pending, promotional program allowances, price adjustments or finance charges (including any amount that such Loan Party may be obligated to rebate to an Account Debtor pursuant to the terms of any agreement or understanding (written or oral)) and (ii) the aggregate amount of all cash received in respect of such Account but not yet applied by such Loan Party to reduce the amount of such Account.

"Eligible Assignee" means (a) a Lender, (b) an Affiliate of a Lender, (c) an Approved Fund and (d) any other Person, other than, in each case, a natural person or Parent, any Subsidiary or any other Affiliate of Parent.

"Eligible Credit Card Accounts Receivable" means at the time of any determination thereof, each Credit Card Accounts Receivable that satisfies the following criteria at the time of creation and continues to meet the same at the time of such determination: such Credit Card Accounts Receivable (i) has been earned by performance and represents the bona fide amounts due to a Loan Party from a credit card issuer or credit card processor, and in each case is originated in the ordinary course of business of such Loan Party, and (ii) in each case is not ineligible for inclusion in the calculation of the Borrowing Base pursuant to any of clauses (a) through (o) below. Without limiting the foregoing, to qualify as an Eligible Credit Card Accounts Receivable, such Credit Card Accounts Receivable shall indicate no Person other than a Loan Party as payee or remittance party. In determining the amount to be so included, the face amount of a Credit Card Accounts Receivable shall be reduced by, without duplication, to the extent not reflected in such face amount, (i) the amount of all accrued and actual fees and charges due to the credit card issuer or credit card processor, discounts, claims, credits or credits pending, promotional program allowances, price adjustments, finance charges or other allowances (including any amount that a Loan Party may be obligated to rebate to a customer, a credit card issuer or credit card processor pursuant to the terms of any agreement or understanding) and (ii) the aggregate amount of all cash received in respect of such Credit Card Accounts Receivable but not yet applied by the Loan Parties to reduce the amount of such Credit Card Accounts Receivable. Any Credit Card Receivable included within any of the following categories shall not constitute an Eligible Credit Card Receivable:

(a) which is not earned or does not represent the bona fide amount due to a Loan Party from a credit card processor or a credit card issuer that originated in the ordinary course of business of the applicable Loan Party;

(b) which is not owned by a Loan Party or to which a Loan Party does not have good or marketable title;

(c) in which the payee of such Credit Card Account Receivable is a Person other than a Loan Party;

(d) which does not constitute an "Account" (as defined in the UCC or the PPSA) or a Payment Intangible;

(e) which has been outstanding for more than five (5) Business Days (or, in the case of American Express, 10 Business Days) from the date of sale;

(f) with respect to which the applicable credit card issuer, credit card processor or debit card or mall card issuer or provider has (i) applied for, suffered, or consented to the appointment of any receiver, interim receiver, custodian, trustee, monitor, administrator, sequestrator or liquidator of its assets, (ii) has had possession of all or a material part of its property

taken by any receiver, interim receiver, custodian, trustee, monitor, administrator, sequestrator or liquidator, (iii) filed, or had filed against it (but only so long as any such involuntary filing has not been stayed or vacated), any request or petition for liquidation, reorganization, arrangement, adjustment of debts, adjudication as bankrupt, winding-up, or voluntary or involuntary case under any state, provincial, territorial or federal bankruptcy laws, (iv) has admitted in writing its inability, or is generally unable to, pay its debts as they become due, (v) become insolvent or (vi) ceased operation of its business;

(g) which is not a valid, legally enforceable obligation of the applicable credit card issuer or credit card processor with respect thereto;

(h) which is not subject to a properly perfected first priority Lien in favor of the Administrative Agent (for the benefit of the Lender Parties);

(i) which is subject to any Lien, other than (i) a Lien in favor of the Administrative Agent (for the benefit of the Lender Parties), (ii) any Permitted Encumbrances contemplated by the applicable processor agreements and for which appropriate Reserves (as determined by the Administrative Agent in its Permitted Discretion) have been established, (iii) Liens permitted by Section 6.02(i), (iv) Liens in respect of Prior Claims that are unregistered and secure amounts that are not yet due and payable and (v) Liens that are subject to the Intercreditor Agreement;

(j) with respect to which (i) any covenant has been breached or (ii) any representation or warranty is not true in all material respects, in each case to the extent contained in this Agreement, the applicable Security Agreement or in the Credit Card Agreements relating to such Credit Card Account Receivable; provided that each such representation and warranty shall be true and correct in all respects to the extent already qualified by a materiality standard;

(k) which is subject to risk of set-off, recoupment, non-collection or not being processed due to unpaid and/or accrued credit card processor fee balances, to the extent of the lesser of the balance of the applicable Credit Card Accounts Receivable or the unpaid credit card processor fees;

(l) which is evidenced by “chattel paper” or an “instrument” of any kind unless such “chattel paper” or “instrument” is in the possession of the Administrative Agent, and to the extent necessary or appropriate, endorsed to the Administrative Agent;

(m) which the Administrative Agent in its Permitted Discretion determines may not be paid by reason of the applicable credit card processor’s, credit card issuer’s or debit card or mall card issuer’s or provider’s inability to pay;

(n) which represents a deposit or partial payment in connection with the purchase of Inventory of such Loan Party;

(o) which is not subject to a Credit Card Notification; or

(p) which does not meet such other usual and customary eligibility criteria for Credit Card Accounts Receivable in the Loan Parties’ industry generally as the Administrative Agent in its Permitted Discretion may determine from time to time; provided, however, that the Administrative Agent shall not add any additional eligibility criteria (or amend any then-existing eligibility criteria to make the same more restrictive) without giving at least four (4) Business Days’ prior notice to the Borrower Representative.

In the event that (a) a Financial Officer of Parent has actual knowledge that any credit card issuer, credit card processor or debit card or mall card issuer or provider with respect to Eligible Credit Card Accounts Receivable ceases to comply with the requirements of clause (f) above or (b) a Credit Card Account Receivable which was previously an Eligible Credit Card Account Receivable ceases to be an Eligible Credit Card Account Receivable hereunder (other than by reason of clause (m) or (p) above), the applicable Loan Party or the Borrower Representative shall notify the Administrative Agent thereof promptly, and in any event not later than the time of submission to the Administrative Agent of the next Borrowing Base Certificate.

In determining the amount of an Eligible Credit Card Account Receivable, the face amount of a Credit Card Account Receivable may, in the Administrative Agent's Permitted Discretion, be reduced by, without duplication, to the extent not reflected in such face amount, (i) the amount of all accrued and actual discounts, credits or credits pending, price adjustments or finance charges (including any amount that any Loan Party may be obligated to rebate to an Account Debtor pursuant to the terms of any agreement or understanding (written or oral)) applicable to such Credit Card Account Receivable, (ii) the aggregate amount of all cash received in respect of such Credit Card Account Receivable but not yet applied by any Loan Party to reduce the amount of such Credit Card Account Receivable and (iii) the amount of all customary fees and expenses in connection with any credit card arrangement.

"Eligible Inventory" means, as of the date of determination thereof, without duplication, items of Inventory of a Loan Party that are finished goods or blank inventory (or, solely in the case of the U.S. Loan Parties, uncut fabric bolsters), merchantable and readily saleable in the ordinary course of the Loan Parties' business, in each case that, except as otherwise agreed by the Administrative Agent, is not excluded as ineligible by virtue of one or more of the criteria set forth below. The following items of Inventory shall not be included in Eligible Inventory:

(a) which is not subject to a first priority perfected Lien in favor of the Administrative Agent (for the benefit of the Lender Parties);

(b) which is subject to any Lien other than (i) a Lien in favor of the Administrative Agent (for the benefit of the Lender Parties), (ii) a Permitted Encumbrance which does not have priority over the Lien in favor of the Administrative Agent (for the benefit of the Lender Parties), (iii) Liens in respect of Prior Claims that are unregistered and secure amounts that are not yet due and payable, and (iv) Liens that are subject to the Intercreditor Agreement;

(c) which is unmerchantable, defective, damaged or unfit for sale (as such terms are customarily used in the Loan Parties' industry), or is not salable at prices approximating at least the cost of such Inventory in the ordinary course of business or is unacceptable due to age, type, category and/or quantity, in each case, consistent in all material respects with the usage of such terms in the most recent inventory appraisal received by the Administrative Agent (which, prior to delivery of a new appraisal (in the Borrower's sole discretion) to the Administrative Agent that is reasonably satisfactory to the Administrative Agent, shall mean the inventory appraisals most recently delivered to the Administrative Agent prior to the Effective Date pursuant to the Prepetition Credit Agreement);

(d) with respect to which any covenant, representation, or warranty contained in this Agreement or the applicable Security Agreement has been breached or is not true or which does not conform in all material respects to all standards imposed by any applicable Governmental Authority;

(e) in which any Person other than such Loan Party shall (i) have any direct or indirect ownership, interest or title to such Inventory or (ii) be indicated on any purchase order or invoice with respect to such Inventory as having or purporting to have an interest therein;

(f) which is not finished goods or blank inventory (or, solely in the case of the U.S. Loan Parties, uncut fabric bolsters) or which constitutes packaging and shipping material, samples, prototypes, displays or display items, bill-and-hold goods, goods that are returned or marked for return, repossessed goods, goods held on consignment, or goods which are not of a type held for sale in the ordinary course of business (for the avoidance of doubt, sales in the ordinary course of business includes clearance sales);

(g) which is not located in the United States or, solely in the case of Inventory of a Canadian Loan Party, Canada or is in transit with a common carrier from vendors and suppliers; provided that up to \$50,000,000 of such Inventory in transit shall not be excluded from being Eligible Inventory pursuant to this clause (g) so long as (i) the Administrative Agent shall have received (1) a true and correct copy of the bill of lading and other shipping documents for such Inventory (and, if such Inventory is in transit from outside the United States, such bill of lading is negotiable), (2) evidence of satisfactory casualty insurance naming the Administrative Agent as loss payee and otherwise covering such risks as the Administrative Agent may reasonably request, (3) confirmation that the applicable Loan Party has paid for the goods (unless such Loan Party's payment obligations are covered by a Commercial Letter of Credit or a private label letter of credit) or that the applicable Loan Party has title to such Inventory (together with such evidence thereof as the Administrative Agent may from time to time require) and (4) if the bill of lading is (A) non-negotiable, a duly executed Collateral Access Agreement or other bailee agreement reasonably satisfactory to the Administrative Agent from the applicable customs broker for such Inventory, or (B) negotiable, confirmation that the bill is issued in the name of such Loan Party and consigned to the order of the Administrative Agent, and a reasonably acceptable agreement has been executed with such Loan Party's customs broker, in which the customs broker agrees that it holds the negotiable bill as agent for the Administrative Agent and will follow instructions of the Administrative Agent with respect to the disposition thereof and of the goods, (ii) the common carrier is not an Affiliate of the applicable vendor or supplier and (iii) the customs broker is not an Affiliate of any Loan Party;

(h) which is located in any location leased by the applicable Loan Party (other than any retail store of such Loan Party located in a jurisdiction that does not provide for a common law or statutory landlord's lien on the personal property of tenants that would be prior or superior to that of the Administrative Agent) unless (i) the lessor (and any mortgagee, if applicable) has delivered to the Administrative Agent a Collateral Access Agreement or (ii) a Rent Reserve has been established by the Administrative Agent in its Permitted Discretion;

(i) which is located at an owned location subject to mortgage in favor of a Person other than the Administrative Agent, unless the mortgagee is party to the Intercreditor Agreement or has delivered a Collateral Access Agreement or other mortgagee agreement in form and substance satisfactory to the Administrative Agent in its Permitted Discretion;

(j) which is located in any third party warehouse or is in the possession of a bailee (other than a third party processor) and is not evidenced by a Document (other than bills of lading to the extent permitted pursuant to clause (g) above), unless (i) such warehouseman or bailee has delivered to the Administrative Agent a Collateral Access Agreement and such other documentation as the Administrative Agent may require or (ii) an appropriate Reserve has been established by the Administrative Agent in its Permitted Discretion; provided that up to

\$10,000,000 at any one time of such Inventory described in this clause (i) and not meeting the requirements of the preceding subclauses (i) and (ii) may be included as Eligible Inventory to the extent such Inventory is being held for not more than 60 days in a warehouse pending delivery to a store upon the initial opening thereof (including the initial opening after the renovation or remodeling of a store);

(k) which is being processed offsite at a third party location or outside processor, or is in-transit to or from said third party location or outside processor;

(l) which is the subject of a consignment by a Loan Party as consignor;

(m) which contains or bears any intellectual property rights licensed to a Loan Party unless the Administrative Agent is satisfied that it may sell or otherwise dispose of such Inventory without (i) infringing the rights of such licensor, (ii) violating any contract with such licensor or (iii) incurring any liability with respect to payment of royalties other than royalties incurred pursuant to sale of such Inventory under the current licensing agreement;

(n) which is not reflected in a current perpetual inventory report of the applicable Loan Party (unless such Inventory is reflected in a report to the Administrative Agent as “in transit” Inventory);

(o) for which reclamation rights have been asserted by the seller; and

(p) which does not meet such other eligibility criteria for Inventory as the Administrative Agent in its Permitted Discretion may determine from time to time;

provided further that in determining the value of the Eligible Inventory, such value shall be reduced by, without duplication, any amounts representing (i) Vendor Rebates; (ii) costs included in Inventory relating to advertising; (iii) to the extent determined by the Administrative Agent in its Permitted Discretion to be appropriate, the shrink reserve; (iv) the unreconciled discrepancy between the general inventory ledger and the perpetual inventory ledger, to the extent the general inventory ledger reflects less Inventory than the perpetual inventory ledger; and (v) a reserve for Inventory which is designated or demanded to be returned to or retained by the applicable vendor or which is recognized as damaged or off quality by the applicable Loan Party.

In the event that a Financial Officer of the Parent has actual knowledge that Inventory at any location having a fair market value of \$7,500,000 or more which was previously Eligible Inventory ceases to be Eligible Inventory hereunder (other than by reason of clause (o) above), such Loan Party or the Borrower Representative shall promptly notify the Administrative Agent thereof and, in any event, not later than the submission to the Administrative Agent of the next Borrowing Base Certificate hereunder; provided further that the Administrative Agent may, in its Permitted Discretion, upon receipt of such notice as set forth above, adjust the applicable Borrowing Base to reflect such change in Eligible Inventory.

“Eligible Rental Inventory” means, as of the date of determination thereof, without duplication, items of Rental Product of a Loan Party that are not excluded as ineligible by virtue of one or more of the criteria set forth below. The following items of Rental Product shall not be included in Eligible Rental Inventory:

(a) which does not meet the requirements set forth in clauses (a), (b), (d), (e), (f), (i), (j), (k), (l) or (n) of the definition of “Eligible Inventory”;

(b) which is unmerchantable, defective, damaged or unfit for rental (as such terms are customarily used in the Loan Parties' industry), or is unacceptable due to age, type, category and/or quantity, in each case, consistent in all material respects with the usage of such terms in the most recent appraisal received by the Administrative Agent (which, prior to delivery of a new appraisal (in the Borrower's sole discretion) to the Administrative Agent that is reasonably satisfactory to the Administrative Agent, shall mean the appraisals most recently delivered to the Administrative Agent prior to the Effective Date pursuant to the Prepetition Credit Agreement);

(c) which is not located in the United States or, solely in the case of Rental Product of a Canadian Loan Party, Canada, or is in transit with a common carrier from vendors and suppliers; provided that up to \$10,000,000 of such Rental Product in transit shall not be excluded from being Eligible Rental Inventory pursuant to this clause (c) so long as (i) the Administrative Agent shall have received (1) a true and correct copy of the bill of lading and other shipping documents for such Rental Product (and, if such Rental Product are in transit from outside the United States, such bill of lading is negotiable), (2) evidence of satisfactory casualty insurance naming the Administrative Agent as loss payee and otherwise covering such risks as the Administrative Agent may reasonably request, (3) confirmation that the applicable Loan Party has paid for the goods (unless such Loan Party's payment obligations are covered by a Commercial Letter of Credit or a private label letter of credit) or that the applicable Loan Party has title to such Rental Product (together with such evidence thereof as the Administrative Agent may from time to time require) and (4) if the bill of lading is (A) non-negotiable, a duly executed Collateral Access Agreement or other bailee agreement reasonably satisfactory to the Administrative Agent from the applicable customs broker for such Rental Product, or (B) negotiable, confirmation that the bill is issued in the name of such Loan Party and consigned to the order of the Administrative Agent, and a reasonably acceptable agreement has been executed with such Loan Party's customs broker, in which the customs broker agrees that it holds the negotiable bill as agent for the Administrative Agent and will follow instructions of the Administrative Agent with respect to the disposition thereof and of the goods, (ii) the common carrier is not an Affiliate of the applicable vendor or supplier and (iii) the customs broker is not an Affiliate of any Loan Party;

(d) (i) which is located in any third party warehouse or is in the possession of a bailee (other than a third party processor or rental customer) and is not evidenced by a Document (other than bills of lading to the extent permitted pursuant to clause (c) above), unless (i) such warehouseman or bailee has delivered to the Administrative Agent a Collateral Access Agreement and such other documentation as the Administrative Agent may require or (ii) an appropriate Reserve has been established by the Administrative Agent in its Permitted Discretion; provided that up to \$5,000,000 at any one time of such Rental Product described in this clause (d) and not meeting the requirements of the preceding subclauses (i) and (ii) may be included as Eligible Rental Inventory to the extent such rentals are being held for not more than 60 days in a warehouse pending delivery to a store upon the initial opening thereof (including the initial opening after the renovation or remodeling of a store);

(e) which is not reflected in a current rental inventory report of the applicable Loan Party in a form reasonably acceptable to the Administrative Agent;

(f) which is reflected in an internal report of the applicable Loan Party as "damaged", "hold", "laundry", "lost", "repair" or "ship", or such similar designation used by the Loan Parties from time to time; and

(g) which does not meet such other eligibility criteria for Rental Product as the Administrative Agent in its Permitted Discretion may determine from time to time;

provided further that in determining the value of the Eligible Rental Inventory, such value shall be reduced by, without duplication, any amounts representing (i) Vendor Rebates; (ii) costs included in Eligible Rental Inventory relating to advertising; (iii) to the extent determined by the Administrative Agent in its Permitted Discretion to be appropriate, the shrink reserve; and (iv) a reserve for Rental Product which is designated or demanded to be returned to or retained by the applicable vendor or which is recognized as damaged or off quality by the applicable U.S. Borrower.

In the event that a Financial Officer of the Borrower Representative has actual knowledge that Rental Product at any location having a fair market value of \$7,500,000 or more which was previously Eligible Rental Inventory ceases to be Eligible Rental Inventory hereunder (other than by reason of clause (f) above), such U.S. Borrower or the Borrower Representative shall promptly notify the Administrative Agent thereof and, in any event, not later than the submission to the Administrative Agent of the next Borrowing Base Certificate hereunder; provided further that the Administrative Agent may, in its Permitted Discretion, upon receipt of such notice as set forth above, adjust the U.S. Borrowing Base to reflect such change in Eligible Rental Inventory.

“Eligible Successor Agent” means (x) a bank or financial institution that is organized under the laws of the United States or any State or district thereof with an office in New York, New York which has a combined capital surplus of at least \$200,000,000 or (y) in the case of the Canadian Administrative Agent only, an Affiliate of the Administrative Agent acting through a branch or an office in Canada.

“Environment” means ambient air, indoor air, surface water, groundwater, drinking water, land surface and subsurface strata & natural resources such as wetlands, flora and fauna.

“Environmental Laws” means all applicable federal, state, and local laws (including common law), regulations, rules, ordinances, codes, decrees, judgments, directives, orders (including consent orders), orders-in-council, and binding agreements with any Governmental Authority in each case, relating to pollution or protection of the Environment, human health and safety (to the extent related to exposure to Hazardous Materials), or the presence, Release of, or exposure to, Hazardous Materials, or the generation, manufacture, processing, distribution, use, treatment, storage, transport, recycling or handling of, or the arrangement for such activities with respect to, Hazardous Materials.

“Environmental Liability” means any liability, claim, action, suit, agreement, judgment or order arising under or relating to any Environmental Law for any damages, injunctive relief, losses, fines, penalties, fees, expenses (including reasonable fees and expenses of attorneys and consultants) or costs, whether contingent or otherwise, including those arising from or relating to: (a) compliance or non-compliance with any Environmental Law or permit, license or approval issued thereunder, (b) the generation, use, handling, transportation, storage, treatment or disposal of any Hazardous Materials, (c) exposure to any Hazardous Materials, (d) the Release or threat of Release of any Hazardous Materials or (e) any contract, agreement or other consensual arrangement pursuant to which liability is assumed or imposed with respect to any of the foregoing.

“Equity Interests” means shares of capital stock, partnership interests, membership interests in a limited liability company, beneficial interests in a trust or other equity ownership interests in a Person, and any warrants, options or other rights entitling the holder thereof to purchase or acquire any such equity interest (other than, prior to the date of such conversion, any Indebtedness that is convertible into any such Equity Interests).

“ERISA” means the Employee Retirement Income Security Act of 1974.

“ERISA Affiliate” means any trade or business (whether or not incorporated) that, together with any Loan Party, is treated as a single employer under Section 414(b) or 414(c) of the Code or, solely for purposes of Section 302 of ERISA and Section 412 of the Code, is treated as a single employer under Section 414(m) or 414(o) of the Code.

“ERISA Event” means (a) any “reportable event,” as defined in Section 4043(c) of ERISA or the regulations issued thereunder with respect to a Plan (other than an event for which the 30-day notice period is waived), (b) any failure by any Plan to satisfy the minimum funding standard (within the meaning of Section 412 of the Code or Section 302 of ERISA) applicable to such Plan, in each case whether or not waived or a failure to make a required contribution to a Multiemployer Plan, (c) the filing pursuant to Section 412(c) of the Code or Section 302(c) of ERISA, of an application for a waiver of the minimum funding standard with respect to any Plan, (d) a determination that any Plan is in “at-risk” status (as defined in Section 303(i)(4) of ERISA or Section 430(i)(4) of the Code), (e) the incurrence by any Loan Party or any ERISA Affiliate of any liability under Title IV of ERISA (other than PBGC premiums due but not delinquent under Section 4007 of ERISA), (f) the receipt by any Loan Party or any ERISA Affiliate from the PBGC or a plan administrator of any notice relating to an intention to terminate any Plan or Plans or to appoint a trustee to administer any Plan under Section 4042 of ERISA, (g) an event or condition which constitutes grounds under Section 4042 of ERISA for the termination of, or the appointment of a trustee to administer, any Plan or Multiemployer Plan; (h) the incurrence by any Loan Party or any ERISA Affiliate of any liability with respect to the withdrawal or partial withdrawal from any Plan (including any liability under Section 4062(e) of ERISA) or Multiemployer Plan, (i) the receipt by any Loan Party or any ERISA Affiliate of any notice concerning the imposition of Withdrawal Liability or a determination that a Multiemployer Plan is insolvent, within the meaning of Title IV of ERISA, or in “endangered” or “critical” status, within the meaning of Section 305 of ERISA or Section 432 of the Code, (j) a failure by any Loan Party or any ERISA Affiliate to pay when due (after expiration of any applicable grace period) any installment payment with respect to Withdrawal Liability, or (k) the occurrence of a non-exempt “prohibited transaction” (as defined in Section 4975 of the Code or Section 406 of ERISA) with respect to which any Loan Party or any ERISA Affiliate is a “disqualified person” (within the meaning of Section 4975 of the Code) or a “party in interest” (within the meaning of Section 406 of ERISA) or could otherwise reasonably be expected to be liable.

“EU Bail-In Legislation Schedule” means the EU Bail-In Legislation Schedule published by the Loan Market Association (or any successor Person), as in effect from time to time.

“Euro” or “€” means the single currency of the Participating Member States.

“Eurodollar,” when used in reference to any Loan or Borrowing, refers to whether such Loan, or the Loans comprising such Borrowing, bears interest at a rate determined by reference to the Adjusted LIBO Rate.

“European Union” means the region comprised of member states of the European Union pursuant to the Treaty on the European Union.

“Events of Default” has the meaning set forth in Article VII.

“Exchange Act” means the United States Securities Exchange Act of 1934.

“Excluded Account” means any deposit account or securities account of a Loan Party of the type described in the definition of “Excluded Accounts” in the applicable Security Agreement.

“Excluded Subsidiary” means (a) any Subsidiary that is not a wholly owned Subsidiary of Parent, (b) any Foreign Subsidiary of Parent, (c) any Domestic Subsidiary that is a direct or indirect Subsidiary of a Foreign Subsidiary of Parent that is a CFC and (d) any CFC Holdco, (e) any Subsidiary that is prohibited or restricted by applicable law from providing a Loan Guarantee of the applicable Guaranteed Obligations or if such Loan Guarantee would require governmental (including regulatory) consent, approval, license or authorization unless such consent, approval, license or authorization has been received, (f) any Subsidiary that is a not-for-profit organization, (g) [reserved], (h) any Subsidiary that is an Immaterial Subsidiary (unless Parent otherwise elects), and (i) any other Subsidiary with respect to which, in the reasonable judgment of the Administrative Agent (confirmed in writing by notice to Parent), the cost or other consequences of becoming a Loan Guarantor shall be excessive in view of the benefits to be obtained by the Lenders therefrom. Notwithstanding the foregoing, no Canadian Subsidiary shall be excluded from being required to become a Loan Party pursuant to clauses (b), (c) or (d), above.

“Excluded Swap Obligation” means, with respect to any Loan Party, any Swap Obligation if, and to the extent that, all or a portion of the Loan Guarantee of such Loan Party of, or the grant by such Loan Party of a security interest to secure, such Swap Obligation (or any Loan Guarantee thereof) is or becomes illegal under the Commodity Exchange Act or any rule, regulation or order of the Commodity Futures Trading Commission (or the application or official interpretation of any thereof) by virtue of such Loan Party’s failure for any reason to constitute an “eligible contract participant” as defined in the Commodity Exchange Act and the regulations thereunder at the time the Loan Guarantee of such Loan Party or the grant of such security interest becomes effective with respect to such Swap Obligation. If a Swap Obligation arises under a master agreement governing more than one swap, such exclusion shall apply only to the portion of such Swap Obligation that is attributable to swaps for which such Loan Guarantee or security interest is or becomes illegal.

“Excluded Taxes” means any of the following Taxes imposed on or with respect to a Recipient or required to be withheld or deducted from a payment to a Recipient, (a) Taxes imposed on or measured by such Recipient’s net income (however denominated), franchise Taxes, and branch profits Taxes, in each case, imposed by a jurisdiction as a result of such Recipient being organized under the laws of, or having its principal office or, in the case of any Lender, its applicable lending office located in, such jurisdiction or as a result of any other present or former connection between such Recipient and such jurisdiction (other than connections arising from such Recipient having executed, delivered, become a party to, performed its obligations under, received payments under, received or perfected a security interest under, engaged in any other transaction pursuant to or enforced any Loan Document and/or sold or assigned an interest in any Loan Document), (b) withholding Taxes imposed on amounts payable to or for the account of any Lender with respect to an applicable interest in a Loan or Revolving Commitment pursuant to a law in effect on the date on which (i) such Lender acquires such interest in the applicable Revolving Commitment (or, to the extent a Lender acquires an interest in a Loan not funded pursuant to a prior Commitment, acquires such interest in such Loan) (in each case, other than pursuant to an assignment request under Section 2.19(b)) or (ii) such Lender changes its lending office, except in each case under clause (i) or (ii) to the extent that, pursuant to Section 2.17, amounts with respect to such Taxes were payable either to such Lender’s assignor immediately before such Lender acquired the applicable interest in such Loan or Revolving Commitment, as applicable, or to such Lender immediately before it changed its lending office, (c) any Taxes attributable to a Recipient’s failure to comply with Section 2.17(e), (d) any withholding Taxes imposed under FATCA and (e) Taxes imposed under the ITA payable by virtue of the Recipient being a Person with whom a Canadian Loan Party does not deal at arm’s length for purposes of the ITA or being a “specified nonresident shareholder” (as that term is defined in subsection 18(5) of the ITA) of a Canadian Loan Party or a Person not dealing at arm’s length with such a “specified nonresident shareholder” for purposes of the ITA (other than any such non-arm’s length relationship arising from such Recipient having executed, delivered, become a party to, performed its obligations under, received payments under, received

or perfected a security interest under, engaged in any other transaction pursuant to or enforced any Loan Document and/or sold or assigned an interest in any Loan Document).

“Existing Letters of Credit” means the letters of credit referred to in Section 2.06(k) of the Disclosure Letter.

“Exit Facility Agreement” means the credit agreement that is approved by the Confirmation Order and entered into on the Conversion Date that has been negotiated in good faith by the Loan Parties, the Administrative Agent and the Lenders and that is consistent in all material respects with the terms set forth in the Exit Facility Term Sheet and any related schedules and exhibits attached thereto; *provided*, that such credit agreement shall have been made available and is satisfactory to the Administrative Agent, the Issuing Banks and all Lenders.

“Exit Facility Term Sheet” means the term sheet attached as Exhibit G hereto, as amended, supplemented or otherwise modified from time to time in accordance with the terms of this Agreement.

“Extraordinary Receipt” means any cash received by any Person (net of all losses and expenses incurred by such Person, and all Taxes paid (or reasonably estimated to be payable) by the Parent and the Subsidiaries, in connection with the event resulting in the Extraordinary Receipt) in an aggregate amount in excess of \$5,000,000 in respect of tax refunds, pension plan reversions, indemnity payments and purchase price adjustments (but not, for the avoidance of doubt, with respect to any Prepayment Event described in clauses (a) through (c) thereof).

“Facility” means each of the U.S. Facility and the Canadian Facility.

“FATCA” means Sections 1471 through 1474 of the Code, as of the Effective Date (or any amended or successor version that is substantively comparable and not materially more onerous to comply with) and any current or future Treasury regulations or other official interpretations thereof, any agreements entered into pursuant to current Section 1471(b) of the Code (or any amended or successor version described above) and any fiscal or regulatory legislation, rules or practices adopted pursuant to any intergovernmental agreement, treaty or convention among Governmental Authorities and implementing such Sections of the Code.

“Federal Funds Effective Rate” means, for any day, the rate calculated by the NYFRB based on such day’s federal funds transactions by depository institutions, as determined in such manner as the NYFRB shall be set forth on the Federal Reserve Bank of New York’s Website from time to time, and published on the next succeeding Business Day by the NYFRB as the federal funds effective rate, provided that if the Federal Funds Effective Rate shall be less than zero, such rate shall be deemed to zero for the purposes of this Agreement.

“Fee Letters” means, collectively, the Agent Fee Letter and the Lender Fee Letter.

“Final Order” means, collectively, the order of the Court entered in the Cases after a final hearing under Bankruptcy Rule 4001(c)(2) or such other procedures as approved by the Court, which order shall be satisfactory in form and substance to the Administrative Agent and from which no appeal or motion to reconsider has been timely filed, or if timely filed, such appeal or motion to reconsider has been dismissed or denied with no further appeal and the time for filing such appeal has passed (unless Administrative Agent waives such requirement), together with all extensions, modifications, and amendments thereto, in form and substance satisfactory to the Administrative Agent, which, among other matters but not by way of limitation, authorizes the Loan Parties to obtain credit, incur (or guaranty) Indebtedness, and grant Liens

under this Agreement and the other Loan Documents, as the case may be, and provides for the super-priority of the Administrative Agent's and the Lenders' claims.

"Financial Officer" means, with respect to any Person, the chief financial officer, principal accounting officer, treasurer, assistant treasurer, chief restructuring officer or controller of such Person.

"Foreign Lender" means a Lender that is not a U.S. Person.

"Foreign Subsidiary" means any Subsidiary of Parent, other than a Domestic Subsidiary.

"Funding Accounts" means the deposit account(s) of the Borrowers to which the Administrative Agent or the Swingline Lender is authorized by the Borrowers (or by the Borrower Representative on their behalf) to transfer the proceeds of any Borrowings requested or authorized pursuant to this Agreement.

"GAAP" means generally accepted accounting principles in the United States of America, applied in accordance with the consistency requirements thereof.

"Gift Card Reserve" means, at any time, the sum of (a) 50% of the aggregate remaining amount at such time of outstanding gift certificates and gift cards sold by the Loan Parties entitling the holder thereof to use all or a portion of the certificate or gift card to pay all or a portion of the purchase price of Inventory and (b) 100% of the aggregate amount at such time of outstanding customer deposits and merchandise credits entitling the holder thereof to use all or a portion of such deposit or credit to pay all or a portion of the purchase price of Inventory or deposits for Rental Product.

"Governmental Authority" means the government of the United States of America, Canada, any other nation or any political subdivision thereof, whether provincial, territorial, state or local, and any agency, authority, instrumentality, regulatory body, court, central bank or other entity exercising executive, legislative, judicial, taxing, regulatory or administrative powers or functions of or pertaining to government (including any supra-national body exercising such powers or functions, such as the European Union or the European Central Bank).

"Guarantee" of or by any Person (the "guarantor") means any obligation, contingent or otherwise, of the guarantor guaranteeing or having the economic effect of guaranteeing any Indebtedness or other obligation of any other Person (the "primary obligor") in any manner, whether directly or indirectly, and including any obligation of the guarantor, direct or indirect, (a) to purchase or pay (or advance or supply funds for the purchase or payment of) such Indebtedness or other obligation or to purchase (or to advance or supply funds for the purchase of) any security for the payment thereof, (b) to purchase or lease property, securities or services for the purpose of assuring the owner of such Indebtedness or other obligation of the payment thereof, (c) to maintain working capital, equity capital or any other financial statement condition or liquidity of the primary obligor so as to enable the primary obligor to pay such Indebtedness or other obligation or (d) as an account party in respect of any letter of credit or letter of guaranty issued to support such Indebtedness or other obligation; provided that the term "Guarantee" shall not include endorsements for collection or deposit in the ordinary course of business. The amount, as of any date of determination, of any Guarantee shall be the principal amount outstanding on such date of Indebtedness or other obligation guaranteed thereby (or, in the case of (i) any Guarantee the terms of which limit the monetary exposure of the guarantor or (ii) any Guarantee of an obligation that does not have a principal amount, the maximum monetary exposure as of such date of the guarantor under such Guarantee (as determined, in the case of clause (i), pursuant to such terms or, in the case of clause (ii), reasonably and in good faith by a Financial Officer of Parent)).

"Guaranteed Obligations" has the meaning set forth in Section 10.01.

“Hazardous Materials” means any chemical, material, substance or waste that is prohibited, limited or regulated by or pursuant to any applicable Environmental Law, including, without limitation, any petroleum products or byproducts and all other hydrocarbons, coal ash, radon gas, asbestos-containing materials, urea formaldehyde foam insulation, polychlorinated biphenyls, chlorofluorocarbons and all other ozone-depleting substances or mold.

“Hypothecary Representative” has the meaning set forth in Article VIII.

“Immaterial Subsidiary” means, at any date of determination, any Subsidiary that, at the last day of the most recently ended fiscal quarter of Parent for which financial statements have theretofore been most recently delivered pursuant to Sections 4.01(h), 5.01(a) or 5.01(b), accounted for less than (x) 2.5% of Total Assets at such date and (y) less than 2.5% of the consolidated revenues of Parent and its Subsidiaries for the most recent four fiscal quarter period ending on or prior to such date; provided that, notwithstanding the above, “Immaterial Subsidiary” shall exclude any of the Parent’s Subsidiaries designated in writing to the Administrative Agent, by a responsible officer of Parent (which Parent shall be required to designate (and hereby undertakes to designate) to the extent necessary to ensure that Immaterial Subsidiaries, in the aggregate, accounted for, at the last day of any fiscal quarter of Parent for which financial statements have theretofore been most recently delivered pursuant to Sections 4.01(h), 5.01(a) or 5.01(b), less than 5.0% of Total Assets at such date and less than 5.0% of consolidated revenues of Parent and its Subsidiaries for the four fiscal quarter period ending on such date).

“Impacted Interest Period” has the meaning set forth in the definition of “LIBO Rate.”

“Indebtedness” of any Person means, without duplication, (a) all obligations of such Person for borrowed money or with respect to deposits or advances of any kind, (b) all obligations of such Person evidenced by bonds, debentures, notes or similar instruments, (c) all obligations of such Person under conditional sale or other title retention agreements relating to property acquired by such Person (excluding trade accounts payable incurred in the ordinary course of business), (d) all obligations of such Person in respect of the deferred purchase price of property or services (excluding (i) current accounts payable incurred in the ordinary course of business, (ii) deferred compensation payable to directors, officers or employees of Parent or any Subsidiary and (iii) any purchase price adjustment or earnout incurred in connection with an acquisition, except to the extent that the amount payable pursuant to such purchase price adjustment or earnout is, or becomes, reasonably determinable), (e) all Capital Lease Obligations and Synthetic Lease Obligations of such Person, (f) all obligations, contingent or otherwise, of such Person as an account party in respect of letters of credit and letters of guaranty, (g) all obligations, contingent or otherwise, of such Person in respect of bankers’ acceptances, (h) all Indebtedness of others secured by (or for which the holder of such Indebtedness has an existing right, contingent or otherwise, to be secured by) any Lien on property owned or acquired by such Person, whether or not the Indebtedness secured thereby has been assumed by such Person (but only to the extent of the lesser of (x) the amount of such Indebtedness and (y) the fair market value of such property, if such Indebtedness has not been assumed by such Person), and (i) all Guarantees by such Person of Indebtedness of others. The Indebtedness of any Person shall include the Indebtedness of any other Person (including any partnership in which such Person is a general partner) to the extent such Person is liable therefor by contract, as a matter of law or otherwise as a result of such Person’s ownership interest in or other relationship with such other Person, except to the extent the terms of such Indebtedness provide that such Person is not liable therefor.

“Indemnified Taxes” means (a) all Taxes, other than Excluded Taxes, imposed on or with respect to any payment made by or on account of any obligation of any Loan Party under any Loan Document and (b) to the extent not otherwise described in clause (a), all Other Taxes.

“Indemnatee” has the meaning set forth in Section 9.03(b).

“Information” has the meaning set forth in Section 9.12.

“Information Officer” shall mean Grant Thornton in its capacity as the Canadian Court-appointed information officer in the Canadian Case, and any court-appointed successor thereto.

“Insolvency Laws” means each of the Bankruptcy Code, the Bankruptcy and Insolvency Act (Canada), the Companies’ Creditors Arrangement Act (Canada), the Winding-Up and Restructuring Act (Canada), in each case as amended, and any other applicable state, provincial, territorial or federal bankruptcy laws, each as now and hereafter in effect, any successors to such statutes and any other applicable insolvency or other similar law of any jurisdiction, including any corporate law of any jurisdiction permitting a debtor to obtain a stay or a compromise of the claims of its creditors against it and including any rules and regulations pursuant thereto.

“Intercompany Subordination Agreement” means the Intercompany Subordination Agreement dated as of the Effective Date, by and among the Borrowers and Subsidiaries party thereto, as the same may be amended in accordance with the terms hereof and thereof.

“Intercreditor Acknowledgment” means that certain Acknowledgment and Agreement, dated as of the Effective Date, by and among the Administrative Agent, the Prepetition Agent and the Term Agent, and acknowledged by the Loan Parties.

“Intercreditor Agreement” means the Intercreditor Agreement, dated as of June 18, 2014, among the U.S. Borrowers, the Prepetition Agent and the administrative agent, collateral agent, collateral trustee or a similar representative for the Term Credit Agreement, as supplemented and modified by the Intercreditor Acknowledgment, and as may be further amended, amended and restated, supplemented or otherwise modified and in effect from time to time.

“Interest Election Request” means a request by the Borrower Representative to convert or continue a Revolving Borrowing in accordance with Section 2.08, which shall be, in the case of any such written request, in the form of Exhibit F or any other form approved by the Administrative Agent.

“Interest Payment Date” means (a) with respect to any ABR Loan (other than a Protective Advance or an Overadvance) or Canadian Prime Rate Loan, the first Business Day of each calendar quarter and the Maturity Date, (b) with respect to any Eurodollar Loan or CDOR Rate Loan, the last day of the Interest Period applicable to the Borrowing of which such Loan is a part and, in the case of a Eurodollar Borrowing with an Interest Period of more than three (3) months’ duration, such day or days prior to the last day of such Interest Period as shall occur at intervals of three (3) months’ duration after the first day of such Interest Period, and the Maturity Date, and (c) with respect to any Protective Advance or Overadvance, the day that such Loan is required to be repaid and the Maturity Date.

“Interest Period” means (a) with respect to any Eurodollar Borrowing, the period commencing on the date of such Borrowing and ending on the numerically corresponding day in the calendar month that is one, two, three or six months (or, with the consent of each Lender twelve months) thereafter and (b) with respect to any CDOR Rate Borrowing, the period commencing on the date of such Borrowing and ending on the date which is one, two, three or six months thereafter, in each case, as the Borrower Representative may elect; provided that (i) if any Interest Period would end on a day other than a Business Day, such Interest Period shall be extended to the next succeeding Business Day unless such next succeeding Business Day would fall in the next calendar month, in which case such Interest Period shall end on the next preceding Business Day and (ii) any Interest Period that commences on the last Business Day of a calendar month (or on a day for which there is no numerically corresponding day in the last calendar month of such Interest Period) shall end on the last Business Day of the last calendar month of such Interest Period. For

purposes hereof, the date of a Borrowing initially shall be the date on which such Borrowing is made and, in the case of a Revolving Borrowing, thereafter shall be the effective date of the most recent conversion or continuation of such Borrowing.

“Interim Order” means, collectively, the order of the Court entered in the Cases after an interim hearing (assuming satisfaction of the standard prescribed in Section 324 of the Bankruptcy Code and Bankruptcy Rule 4001 and other applicable law), together with all extensions, modifications, and amendments thereto, in each case, in form and substance satisfactory to the Administrative Agent and each Lender, which, among other matters but not by way of limitation, (i) authorizes, on an interim basis, the Loan Parties to execute and perform under the terms of this Agreement and the other Loan Documents, and (ii) approves a full roll-up of all Prepetition Lender Obligations.

“Interpolated Rate” means, at any time, (i) with respect to any Eurodollar Borrowing for any Interest Period, the rate per annum (rounded to the same number of decimal places as the LIBO Screen Rate) determined by the Administrative Agent (which determination shall be conclusive and binding absent manifest error) to be equal to the rate that results from interpolating on a linear basis between (a) the LIBO Screen Rate for the longest period for which the LIBO Screen Rate is available) that is shorter than the Impacted Interest Period; and (b) the LIBO Screen Rate for the shortest period (for which that LIBO Screen Rate is available) that exceeds the Impacted Interest Period, in each case, at such time; and (ii) with respect to any CDOR Rate Loan for any Interest Period, a rate per annum determined by the Canadian Administrative Agent (which determination shall be conclusive and binding absent manifest error) to be equal to the rate that results from interpolating on a linear basis between (a) the applicable CDOR Screen Rate for the longest period (for which such CDOR Screen Rate is available) that is shorter than the Interest Period for such CDOR Rate Loan and (b) the applicable CDOR Screen Rate for the shortest period (for which such CDOR Screen Rate is available) that is longer than the Interest Period for such CDOR Rate Loan, in each case at such time.

“Inventory” has the meaning set forth in each Security Agreement.

“Investment” means, with respect to a specified Person, any Equity Interests, evidences of Indebtedness or other securities (including any option, warrant or other right to acquire any of the foregoing) of, or any capital contribution or loans or advances (other than advances made in the ordinary course of business that would be recorded as accounts receivable on the balance sheet of the specified Person prepared in accordance with GAAP) to, Guarantees of any Indebtedness or other obligations of, or any other investment (including any investment in the form of transfer of property for consideration that is less than the fair value thereof (as determined reasonably and in good faith by a Financial Officer of Parent)) in, any other Person that are held or made by the specified Person. The amount, as of any date of determination, of (a) any Investment in the form of a loan or an advance shall be the principal amount thereof outstanding on such date, without any adjustment for write-downs or write-offs (including as a result of forgiveness of any portion thereof) with respect to such loan or advance after the date thereof, (b) any Investment in the form of a Guarantee shall be determined in accordance with the definition of the term “Guarantee,” (c) any Investment in the form of a purchase or other acquisition for value of any Equity Interests, evidences of Indebtedness or other securities of any Person shall be the fair value (as determined reasonably and in good faith by a Financial Officer of Parent) of the consideration therefor (including any Indebtedness assumed in connection therewith), plus the fair value (as so determined) of all additions, as of such date of determination, thereto, and minus the amount, as of such date of determination, of any portion of such Investment repaid to the investor in cash as a repayment of principal or a return of capital, as the case may be, but without any other adjustment for increases or decreases in value of, or write-ups, write-downs or write-offs with respect to, such Investment after the time of such Investment, (d) any Investment (other than any Investment referred to in clause (a), (b) or (c) above) in the form of a transfer of Equity Interests or other property by the investor to the investee, including any such transfer in the form of a capital

contribution, shall be the fair value (as determined reasonably and in good faith by a Financial Officer of Parent) of such Equity Interests or other property as of the time of such transfer (less, in the case of any investment in the form of transfer of property for consideration that is less than the fair value thereof, the fair value (as so determined) of such consideration as of the time of the transfer), minus the amount, as of such date of determination, of any portion of such Investment repaid to the investor in cash as a return of capital, but without any other adjustment for increases or decreases in value of, or write-ups, write-downs or write-offs with respect to, such Investment after the time of such transfer, and (e) any Investment (other than any Investment referred to in clause (a), (b), (c) or (d) above) in any Person resulting from the issuance by such Person of its Equity Interests to the investor shall be the fair value (as determined reasonably and in good faith by a Financial Officer of Parent) of such Equity Interests at the time of the issuance thereof.

“IRS” means the United States Internal Revenue Service.

“Issuing Bank” means, individually and collectively as the context may require, each U.S. Issuing Bank and each Canadian Issuing Bank.

“ITA” means the Income Tax Act (Canada), as amended.

“JPMCB” means JPMorgan Chase Bank, N.A., a national banking association, in its individual capacity, and its successors.

“LC Alternative Currency” means (a) Sterling, (b) Euros or (c) any other lawful currency (other than Dollars) acceptable to the applicable Administrative Agent, and the applicable Issuing Bank or which, in the case of this clause (c), is freely transferable and convertible into Dollars and is freely available to the applicable Issuing Bank.

“LC Disbursement” means a payment made by an Issuing Bank pursuant to a Letter of Credit. The date of an LC Disbursement shall be the date of payment by the applicable Issuing Bank under a Letter of Credit or a time draft presented thereunder, as the case may be.

“LC Exposure” means, at any time, the U.S. LC Exposure and the Canadian LC Exposure.

“Lender Advisors” means the professionals and experts retained by Administrative Agent and the Required Lenders, consisting of Berkeley Research Group, LLC, Morgan Lewis & Bockius LLP, McMillan LLP and Winstead PC.

“Lender Fee Letter” means the Fee Letter dated August [], 2020, among Parent, the Administrative Agent and the other parties thereto, with respect to fees payable to the Administrative Agent for the benefit of the Lenders.

“Lender Parent” means, with respect to any Lender, any Person as to which such Lender is, directly or indirectly, a subsidiary.

“Lender Parties” means (a) the Administrative Agent, (b) the Canadian Administrative Agent, (c) the Arrangers, (d) the Co-Syndication Agents, (e) the Co-Documentation Agents, (f) the Lenders, (g) the Issuing Banks, (h) Qualified Counterparties to whom any Banking Services Obligations are owing, (i) Qualified Counterparties to whom Swap Obligations constituting Secured Obligations hereunder are owing, (j) the beneficiaries of each indemnification obligation undertaken by any Loan Party under any Loan Document and (k) the permitted successors and assigns of the foregoing.

“Lenders” means the Persons listed on Schedule 2.01 and any other Person that shall have become a party hereto pursuant to an Assignment and Assumption, other than any such Person that shall have ceased to be a party hereto pursuant to an Assignment and Assumption. Unless the context otherwise requires, the term “Lenders” includes the Swingline Lender.

“Letter of Credit” means each Existing Letter of Credit and any letter of credit or similar instrument (including a bank guarantee) acceptable to the Applicable Administrative Agent and the applicable Issuing Bank issued pursuant to this Agreement.

“LIBO Rate” means, with respect to any Eurodollar Borrowing for any Interest Period, the London interbank offered rate as administered by ICE Benchmark Association (or any other Person that takes over the administration of such rate) for dollars for a period equal in length to such Interest Period as displayed on pages LIBOR01 or LIBOR02 of the Reuters screen that displays such rate (or, in the event such rate does not appear on a Reuters page or screen, on any successor or substitute page on such screen that displays such rate, or on the appropriate page of such other information service that publishes such rate from time to time as selected by the Administrative Agent in its reasonable discretion) (in each case the “LIBO Screen Rate”) at approximately 11:00 a.m., London time, two (2) Business Days prior to the commencement of such Interest Period; provided that, if the LIBO Screen Rate shall not be available at such time for such Interest Period (an “Impacted Interest Period”) then the LIBO Rate shall be the Interpolated Rate, provided, that, if any Interpolated Rate shall be less than 0.75%, such rate shall be deemed to be 0.75% for purposes of this Agreement. Notwithstanding the foregoing, if the LIBO Rate, determined as provided above in this definition, would be less than 0.75%, the LIBO Rate shall for all purposes of this Agreement be 0.75%.

“LIBO Screen Rate” has the meaning set forth in the definition of “LIBO Rate.”

“Lien” means, with respect to any asset, (a) any mortgage, deed of trust, lien, pledge, hypothecation, charge, security interest or other encumbrance in, on or of such asset, including the Canadian Court Ordered Charges, (b) the interest of a vendor or a lessor under any conditional sale agreement, capital lease or title retention agreement (or any financing lease having substantially the same economic effect as any of the foregoing) relating to such asset and (c) in the case of securities, any purchase option, call or similar right of a third party with respect to such securities.

“Line Cap” means, as of any date of determination thereof by the Administrative Agent, an amount equal to the lesser of (i) the total Revolving Commitments then in effect and (ii) the Aggregate Borrowing Base.

“Loan Documents” means this Agreement, the Disclosure Letter, the Collateral Documents, the Fee Letters, the Intercreditor Agreement, the Intercompany Subordination Agreement, Intercreditor Acknowledgement and, except for purposes of Section 9.02, any promissory notes issued pursuant to this Agreement, any Letter of Credit applications and all other agreements, instruments, documents and certificates identified in Section 4.01 executed and delivered to, or in favor of, the Administrative Agent, the Canadian Administrative Agent or any Lender and including all other pledges, powers of attorney, consents, assignments, contracts, notices, letter of credit agreements and all other written matter whether heretofore, now or hereafter executed by or on behalf of any Loan Party, or any employee of any Loan Party, and delivered to the Administrative Agent, the Canadian Administrative Agent or any Lender in connection with this Agreement or the transactions contemplated thereby. Any reference in this Agreement or any other Loan Document to a Loan Document shall include all appendices, exhibits or schedules thereto, and all amendments, restatements, supplements or other modifications thereto, and shall refer to this Agreement or such Loan Document as the same may be in effect at any and all times such reference becomes operative.

“Loan Guarantee” means Article X of this Agreement.

“Loan Guarantor” means each Loan Party.

“Loan Parties” means the U.S. Borrowers and the Canadian Loan Parties.

“Loans” means the loans and advances made by the Lenders or the Applicable Administrative Agent pursuant to this Agreement, including Swingline Loans, Overadvances and Protective Advances.

“Material Adverse Effect” means a material adverse effect on (a) the results of operations, assets, business or financial condition of Parent and the Subsidiaries taken as a whole, excluding in any event (i) the effect of filing the Cases, the events and conditions leading up to and customarily resulting from the commencement and continuation of the Cases, the effects thereof and any action required to be taken under the Loan Documents or the Orders and the Cases themselves, (ii) any matters publicly disclosed prior to the filing of the Cases, and (iii) any matters or transactions disclosed, contemplated or required to be taken in any “first day” orders or first day” orders on a final basis, motions related thereto or in any supporting declarations thereof, (b) the ability of the Loan Parties to perform any of their monetary obligations under the Loan Documents to which it is a party, or (c) the rights of or benefits available to the Administrative Agent, the Canadian Administrative Agent, the Issuing Banks or the Lenders under the Loan Documents.

“Material Indebtedness” means Indebtedness (other than the Loans, Letters of Credit and the Loan Guarantee), or obligations in respect of one or more Swap Agreements, of any one or more of Parent and the Subsidiaries in an aggregate principal amount exceeding \$20,000,000. For purposes of determining Material Indebtedness, the “principal amount” of the obligations of Parent or any Subsidiary in respect of any Swap Agreement at any time shall be the maximum aggregate amount (giving effect to any netting agreements) that Parent or such Subsidiary would be required to pay if such Swap Agreement were terminated at such time.

“Maturity Date” means the date that is the earliest of (i) six (6) months after the Effective Date, (ii) the date of the substantial consummation (as defined in Section 1101(2) of the Bankruptcy Code) of an Acceptable Plan, (iii) the date the Court converts any of the Cases to a Chapter 7 case, (iv) the date the Court dismisses any of the Cases, (v) the date on which the Loan Parties consummate a sale of all or substantially all of the assets of the Loan Parties pursuant to section 363 of the Bankruptcy Code or otherwise, and (vi) such earlier date on which the Loans shall become due and payable by acceleration or otherwise in accordance with the terms of this Agreement and the other Loan Documents.

“Maximum Liability” has the meaning set forth in Section 10.09.

“Maximum Rate” has the meaning set forth in Section 9.16.

“Moody’s” means Moody’s Investors Service, Inc., and any successor to its rating agency business.

“Multiemployer Plan” means a “multiemployer plan” as defined in Section 4001(a)(3) of ERISA, to which any Loan Party or any ERISA Affiliate makes or is obligated to make contributions or has any ongoing obligation with respect to withdrawal liability (within the meaning of Title IV of ERISA).

“Net Orderly Liquidation Value” means, with respect to Inventory or Rental Product of any Person, the orderly liquidation value thereof, as determined on a basis consistent in all material respects with the appraisals most recently received by the Administrative Agent (which, prior to delivery of a new appraisal (in the Borrower’s sole discretion) to the Administrative Agent that is reasonably satisfactory to the

Administrative Agent, shall mean the appraisals most recently delivered to the Administrative Agent prior to the Effective Date pursuant to the Prepetition Credit Agreement).

“Net Proceeds” means, with respect to any event, (a) the cash (which term, for purposes of this definition, shall include cash equivalents) proceeds (including, in the case of any casualty, condemnation or similar proceeding, insurance, condemnation or similar proceeds) received in respect of such event, including any cash received in respect of any noncash proceeds, but only as and when received, net of (b) the sum, without duplication, of (i) all actual fees and out-of-pocket expenses paid in connection with such event by the Parent and the Subsidiaries to Persons that are not Affiliates of the Parent or any Subsidiary, (ii) in the case of a sale, transfer or other disposition (including pursuant to a casualty or a condemnation or similar proceeding) of an asset, the amount of all payments required to be made by the Parent and the Subsidiaries as a result of such event to repay Indebtedness (other than Loans and Indebtedness under the Term Credit Agreement) secured by such asset on a basis prior to the Liens, if any, on such assets securing the Obligations and (iii) the amount of all Taxes paid (or reasonably estimated to be payable) by the Parent and the Subsidiaries, and the amount of any reserves established by the Parent and the Subsidiaries in accordance with GAAP to fund purchase price adjustment, indemnification and similar contingent liabilities (other than any earnout obligations) reasonably estimated to be payable, in each case during the year that such event occurred or the next succeeding year and that are directly attributable to the occurrence of such event (as determined reasonably and in good faith by a Financial Officer of the Borrower Representative). For purposes of this definition, in the event any contingent liability reserve established with respect to any event as described in clause (b)(iii) above shall be reduced, the amount of such reduction shall, except to the extent such reduction is made as a result of a payment having been made in respect of the contingent liabilities with respect to which such reserve has been established, be deemed to be receipt, on the date of such reduction, of cash proceeds in respect of such event.

“Non-Consenting Lender” has the meaning set forth in Section 9.02(d).

“Non-Paying Borrower” has the meaning set forth in Section 10.10.

“NYFRB” means the Federal Reserve Bank of New York.

“NYFRB Rate” means, for any day, the greater of (a) the Federal Funds Effective Rate in effect on such day and (b) the Overnight Bank Funding Rate in effect on such day (or for any day that is not a Business Day, for the immediately preceding Business Day); provided that if none of such rates are published for any day that is a Business Day, the term “NYFRB Rate” means the rate for a federal funds transaction quoted at 11:00 a.m. on such day received to the Administrative Agent from a Federal funds broker of recognized standing selected by it; provided, further, that if any of the aforesaid rates shall be less than zero, such rate shall be deemed to be zero for purposes of this Agreement.

“Obligations” means, individually and collectively as the content may require, the U.S. Obligations and the Canadian Obligations.

“Order” means, as applicable, and as the context may require, the Interim Order or the Final Order, whichever is then applicable, or the Canadian Recognition Order or the Interim Order, the Canadian Recognition Order and the Final Order as the “Orders”.

“Original Currency” has the meaning set forth in Section 9.21.

“Other Taxes” means all present or future stamp, court or documentary, intangible, recording, filing or similar Taxes or any other excise or property Taxes that arise from any payment made under any Loan

Document or from the execution, delivery, performance, enforcement or registration of, from the receipt or perfection of a security interest under, or otherwise with respect to, any Loan Document, excluding any such Taxes imposed with respect to an assignment by a Lender (other than an assignment made pursuant to Section 2.19) if such Tax is imposed as a result of a present or former connection between the assigner or assignee and the jurisdiction imposing such Tax (other than connections arising from such having executed, delivered, become a party to, performed its obligations under, received payments under, received or perfected a security interest under, engaged in any other transaction pursuant to or enforced any Loan Document, and/or sold or assigned an interest in any Loan Document).

“Overadvance” means a U.S. Overadvance or a Canadian Overadvance.

“Overadvance Exposure” means, at any time, the sum of the Canadian Overadvance Exposure and the U.S. Overadvance Exposure.

“Overnight Bank Funding Rate” means, for any day, the rate comprised of both overnight federal funds and overnight Eurodollar borrowings by U.S.-managed banking offices of depository institutions, as such composite rate shall be determined by the NYFRB as set forth on the Federal Reserve Bank of New York’s Website from time to time, and published on the next succeeding Business Day by the NYFRB as an overnight bank funding rate (from and after such date as the NYFRB shall commence to publish such composite rate).

“Parent” means Tailored Brands, Inc., a Texas corporation.

“Participant Register” has the meaning set forth in Section 9.04(c)(ii).

“Participants” has the meaning set forth in Section 9.04(c)(i).

“Participating Member State” means any member state of the European Communities that adopts or has adopted (and has not ceased to adopt) the euro as its lawful currency in accordance with legislation of the European Community relating to Economic and Monetary Union.

“Patriot Act” means the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (Title III of Pub. L. No. 107-56 (Signed into law October 26, 2001)).

“Paying Borrower” has the meaning set forth in Section 10.10.

“Payment Intangibles” has the meaning set forth in the U.S. Security Agreement.

“PBGC” means the Pension Benefit Guaranty Corporation referred to and defined in ERISA.

“Permitted Discretion” means a determination made in good faith and in the exercise of reasonable (from the perspective of a secured asset-based lender) business judgment.

“Permitted Encumbrances” means:

- (a) Liens imposed by law for Taxes (x) that are not yet delinquent, (y) (i) the validity or amount thereof is being contested in good faith by appropriate proceedings, (ii) Parent or such Subsidiary has set aside on its books reserves with respect thereto to the extent required by GAAP and (iii) such contest effectively suspends collection of the contested obligation and enforcement

of any Lien securing such obligation, or (z) the nonpayment of which is permitted or required by the Bankruptcy Code;

(b) carriers', warehousemen's, mechanics', materialmen's, repairmen's and other like Liens imposed by law (other than any Lien imposed pursuant to Section 430(k) of the Code or Section 303(k) of ERISA or a violation of Section 436 of the Code), arising in the ordinary course of business and securing obligations that are not overdue by more than 30 days or are being contested in compliance with Section 5.06;

(c) pledges and deposits made (i) in the ordinary course of business in compliance with workers' compensation, unemployment insurance and other social security laws or regulations and (ii) in respect of letters of credit, bank guarantees or similar instruments issued for the account of Parent or any Subsidiary in the ordinary course of business supporting obligations of the type set forth in clause (i) above;

(d) pledges and deposits made to secure the performance of bids, trade contracts (other than Indebtedness for borrowed money), leases (other than Capital Lease Obligations), statutory obligations, surety and appeal bonds, performance bonds and other obligations of a like nature, in each case in the ordinary course of business;

(e) judgment Liens in respect of judgments that do not constitute an Event of Default under clause (l) of Article VII;

(f) easements, zoning restrictions, rights-of-way, site plan agreements, development agreements, operating agreements, cross-easement agreements, reciprocal easement agreements and similar encumbrances and exceptions to title on real property that do not secure any monetary obligations and do not materially detract from the value of the affected property or materially interfere with the ordinary conduct of business of Parent or any Subsidiary or the ordinary operation of such real property;

(g) customary rights of setoff upon deposits of cash in favor of banks and other depository institutions and Liens of a collecting bank arising under the UCC in respect of payment items in the course of collection;

(h) Liens arising from precautionary UCC financing statement filings (or similar filings under applicable law) regarding operating leases or consignments;

(i) Liens representing any interest or title of a licensor, lessor or sublicensor or sublessor, or a licensee, lessee or sublicensee or sublessee, in the property subject to any lease (other than Capital Lease Obligations), license or sublicense or concession agreement permitted by this Agreement;

(j) Liens arising in the ordinary course of business in favor of custom and forwarding agents and similar Persons in respect of imported goods and merchandise in the custody of such Persons;

(k) Liens in favor of customs and revenue authorities arising as a matter of law to secure payment of customs duties in connection with the importation of goods;

(l) Liens or rights of setoff against credit balances of Parent or any Subsidiary with credit card issuers or credit card processors to secure obligations of Parent or such Subsidiary, as

the case may be, to any such credit card issuer or credit card processor incurred in the ordinary course of business as a result of fees and chargebacks; and

(m) other Liens that are contractual rights of set-off;

provided that the term “Permitted Encumbrances” shall not include any Lien securing Indebtedness, other than Liens referred to in clause (c) above securing letters of credit, bank guarantees or similar instruments.

“Permitted Variance” means any variance that does not violate Section 6.12(b).

“Person” means any natural person, corporation, limited liability company, trust, joint venture, association, company, partnership, Governmental Authority or other entity.

“Petition Date” has the meaning set forth in the Recitals.

“Plan” means any “employee pension benefit plan,” as defined in Section 3(2) of ERISA (other than a Multiemployer Plan), that is subject to the provisions of Title IV of ERISA or Section 412 of the Code or Section 302 of ERISA, and in respect of which any Loan Party or any ERISA Affiliate is (or, if such plan were terminated, would under Section 4069 of ERISA be deemed to be) an “employer” as defined in Section 3(5) of ERISA.

“Plan of Reorganization” means a plan of reorganization with respect to the Loan Parties and their Subsidiaries pursuant to the Cases.

“Platform” has the meaning set forth in Section 9.01(d).

“Post-Petition” means the time period commencing immediately upon the filing of the applicable US Case.

“PPSA” means the Personal Property Security Act (Ontario), including the regulations thereto, provided that if perfection or the effect of perfection or non-perfection or the priority of any Lien created hereunder or under any other Loan Document on the Collateral is governed by the personal property security legislation or other applicable legislation with respect to personal property security in effect in a jurisdiction in Canada other than the Province of Ontario, “PPSA” means the Personal Property Security Act or such other applicable legislation (including the Civil Code (Quebec)) in effect from time to time in such other jurisdiction in Canada for purposes of the provisions hereof relating to such perfection, effect of perfection or non-perfection or priority.

“Prepayment Event” means:

(a) any Asset Sale of the type described in clauses (h), (j) and (k) of Section 6.05 unless such disposition results in aggregate Net Proceeds not exceeding \$500,000 for any individual transactions or series of related transactions;

(b) any casualty or other insured damage to, or any taking under power of eminent domain or by condemnation or similar proceeding of, any asset of the Parent or any Subsidiary resulting in aggregate Net Proceeds exceeding \$500,000;

(c) the incurrence by the Parent or any Subsidiary of any Indebtedness, other than Indebtedness permitted to be incurred by Section 6.01; and

(d) the receipt by the Parent or any Subsidiary of any Extraordinary Receipt.

“Prepetition” means the time period ending immediately prior to the filing of the Cases.

“Prepetition Agent” means JPMCB, in its capacity as administrative agent under any of the Prepetition Loan Documents.

“Prepetition Aggregate Revolving Exposure” means the sum of the Prepetition Credit Exposures of all the Prepetition Lenders under the Prepetition Credit Agreement.

“Prepetition Canadian Credit Exposure” means, as to any Prepetition Lender at any time, the sum of the outstanding principal amount of such Prepetition Lender’s “Canadian Credit Exposure” (under and as defined in the Prepetition Credit Agreement) at such time.

“Prepetition Canadian Revolving Exposure” means, as to any Prepetition Lender at any time, the sum of the outstanding principal amount of such Prepetition Lender’s “Canadian Revolving Exposure” (under and as defined in the Prepetition Credit Agreement) at such time.

“Prepetition Credit Agreement” has the meaning assigned to such term in the Recitals.

“Prepetition Credit Exposure” means, as to any Prepetition Lender at any time, the sum of the outstanding principal amount of such Prepetition Lender’s “Revolving Loans” and the sum of such Prepetition Lender’s “LC Exposure,” “Swingline Exposure,” “Protective Advance Exposure” and “Overadvance Exposure” (in each case under and as defined in the Prepetition Credit Agreement) at such time.

“Prepetition Indebtedness” means the Indebtedness of the Loan Parties existing prior to the Effective Date and set forth on Section 6.01 of the Disclosure Letter.

“Prepetition Lender Obligations” means all “Obligations” as defined in the Prepetition Credit Agreement.

“Prepetition Lenders” means the lenders under the Prepetition Credit Agreement.

“Prepetition Loan Documents” means the “Loan Documents” as defined in the Prepetition Credit Agreement.

“Prepetition Revolving Loans” means Prepetition Lender Obligations in respect of principal of “Revolving Loans” under, and as defined in, the Prepetition Credit Agreement and interest, expenses, fees and other sums payable in respect thereof under the Prepetition Loan Documents.

“Prepetition Swingline Loans” means Prepetition Lender Obligations in respect of principal of “Swingline Loans” under, and as defined in, the Prepetition Credit Agreement and interest, expenses, fees and other sums payable in respect thereof under the Prepetition Loan Documents.

“Prepetition U.S. Borrower Canadian Facility Outstandings” means, at any time, the aggregate “Canadian Revolving Exposure” (under and as defined in the Prepetition Credit Agreement) at such time minus, to the extent included in such “Canadian Revolving Exposure” (under and as defined in the Prepetition Credit Agreement), the “Canadian Borrower Outstandings” (under and as defined in the Prepetition Credit Agreement) at such time.

“Prepetition U.S. Credit Exposure” means, as to any Prepetition Lender at any time, the sum of the outstanding principal amount of such Prepetition Lender’s “U.S. Credit Exposure” (under and as defined in the Prepetition Credit Agreement) at such time.

“Prepetition U.S. Revolving Exposure” means, as to any Prepetition Lender at any time, the sum of the outstanding principal amount of such Prepetition Lender’s “U.S. Revolving Exposure” (under and as defined in the Prepetition Credit Agreement) at such time.

“Prime Rate” means the rate of interest per annum publicly announced from time to time by JPMCB as its prime rate in effect at its principal office in New York City. Each change in the Prime Rate shall be effective from and including the date such change is publicly announced as being effective.

“Prior Claims” means all liabilities and obligations of any Canadian Loan Party secured by any Liens, choate or inchoate, which rank or are capable of ranking in priority to the Liens granted to the Administrative Agent to secure the Secured Obligations, including, in the Permitted Discretion of the Administrative Agent, (i) any such amounts due and not paid for wages, or vacation pay, amounts due and not paid under any legislation relating to workers’ compensation or to employment insurance, all amounts deducted or withheld and not paid and remitted when due with respect to Taxes including amounts currently or past due and not paid for realty, municipal or similar taxes (to the extent impacting personal or moveable property); and (ii) all amounts currently or past due and not yet contributed, remitted or paid to or under any Canadian Pension Plan or under the *Canada Pension Plan*, the *Quebec Pension Plan*, the *Pension Benefits Act* (Ontario) or any similar legislation.

“Protective Advance” means a U.S. Protective Advance or a Canadian Protective Advance.

“Protective Advance Exposure” means, at any time, the sum of the Canadian Protective Advance Exposure and the U.S. Protective Advance Exposure.

“Qualified Counterparties” means each Administrative Agent, each Lender, each Affiliate of a Lender and each Person that was a Lender or an Affiliate of a Lender at any time that such Person provided any Bank Products or Swap Obligations to Parent or any of its Subsidiaries.

“Quebec Security Documents” means a deed of hypothec executed by any Loan Party from time to time, and any other related documents required to perfect a Lien in favor of the Hypothecary Representative in the Province of Quebec.

“Recipient” means the Administrative Agents, any Lender, any Issuing Bank or any other recipient of any payment to be made by or on account of any obligation of any Loan Party hereunder or under any other Loan Document.

“Register” has the meaning set forth in Section 9.04(b)(iv).

“Related Parties” means, with respect to any specified Person, such Person’s Affiliates and the directors, officers, partners, members, trustees, employees, agents, administrators, managers, representatives and advisors of such Person and of such Person’s Affiliates.

“Release” means any release, spill, emission, leaking, dumping, injection, pouring, deposit, disposal, discharge, dispersal, leaching or migration into or through the environment or within or upon any building, structure, facility or fixture.

“Remedies Notice Period” has the meaning specified in the Interim Order (or Final Order, when applicable).

“Rent Reserve” means, with respect to any leased store, warehouse distribution center, regional distribution center or depot where any Inventory subject to Liens arising by operation of law is located, a reserve equal to two months’ rent at such store, warehouse distribution center, regional distribution center or depot.

“Rental Product” means any coats, pants, shirts, vests, cummerbunds, neckwear, belts, shoes and other accessories held by the Loan Parties for rental to customers.

“Report” means reports prepared by the Administrative Agent or another Person showing the results of appraisals, field examinations or audits pertaining to the Loan Parties’ assets from information furnished by or on behalf of the Loan Parties, after the Administrative Agent has exercised its rights of inspection pursuant to this Agreement, which Reports may be distributed to the Lenders by the Administrative Agent.

“Required Lenders” means, at any time, Lenders having Credit Exposure and unused Revolving Commitments representing more than 50% of the sum of the total Credit Exposure and unused Revolving Commitments at such time.

“Required Milestones” means the covenants set forth on Schedule 5.21.

“Requirement of Law” means, with respect to any Person, collectively, the common law and all federal, state, provincial, local, foreign, multinational or international laws, statutes, codes, treaties, rules and regulations, guidelines, ordinances, orders, judgments, writs, injunctions, decrees (including administrative or judicial precedents or authorities) and the determinations of, any Governmental Authority, in each case that are applicable to and binding upon such Person or any of its property or to which such Person or any of its property is subject.

“Reserves” means, without duplication of any other Reserves or items that are otherwise addressed through eligibility criteria, those reserves as specifically set forth herein which the Administrative Agent deems necessary, in its Permitted Discretion, to maintain; provided that such reserves shall only be permitted in respect of (i) the Carve-Out, (ii) reserves in respect of estimated or actual amounts that may be included in the Carve-Out, (iii) reserves (x) in the amount of a reasonable estimate of other amounts that may be included in the Carve-Out or that are or may be payable from any proceeds of a transaction (as described in footnote 14 of the Interim Order), including amounts which are or may become payable to any investment bankers or financial advisors of the Debtors or the Committee, or (y) in respect of any claims having priority over the Obligations, (iv) reserves with respect to the Canadian Court Reserve, (v) Banking Services Reserves, (vi) Rent Reserves, (vii) Gift Card Reserves, (viii) reserves for Swap Obligations, (ix) reserves for Prior Claims, and (x) reserves which are of a type that were in place under the Prepetition Credit Agreement as of July 22, 2020 (which shall include any change in such reserves due a change in underlying quantitative criteria used in the calculation of such reserve). Reserves shall not otherwise include additional reserves or any modifications to any eligibility criteria set forth in the Prepetition Credit Agreement or formulas used to compute formulaic reserves presently in effect as of the Petition Date (and no new formulaic reserves not presently in effect shall be imposed).

“Restricted Payment” means any dividend or other distribution (whether in cash, securities or other property) with respect to any Equity Interests in Parent or any Subsidiary, or any payment or distribution (whether in cash, securities or other property), including any sinking fund or similar deposit, on account of

the purchase, redemption, retirement, acquisition, exchange, conversion, cancellation or termination of any Equity Interests in Parent or any Subsidiary.

“Revolving Commitment” means, with respect to each Lender, individually and collectively as the context may require, the U.S. Commitment and the Canadian Commitment of such Lender.

“Revolving Credit Facility” has the meaning assigned to such term in the Recitals.

“Revolving Exposure” means the U.S. Revolving Exposure and the Canadian Revolving Exposure.

“Revolving Exposure Limitations” has the meaning set forth in Section 2.01.

“Revolving Lender” means a U.S. Revolving Lender or a Canadian Revolving Lender.

“Revolving Loan” means a Loan made pursuant to Sections 2.01 and 2.02(a).

“RSA” means that certain Restructuring Support Agreement, dated as of [●], 2020, executed and delivered by the Loan Parties and the other parties thereto, as such agreement may be amended, supplemented or otherwise modified from time to time in accordance with the terms thereof.

“Sale/Leaseback Transaction” means an arrangement relating to property owned by Parent or any Subsidiary whereby Parent or such Subsidiary sells or transfers such property to any Person and Parent or any Subsidiary leases such property, or other property that it intends to use for substantially the same purpose or purposes as the property sold or transferred, from such Person or its Affiliates.

“Sanctioned Country” means, at any time, a country, region or territory which is the subject or target of any Sanctions.

“Sanctioned Person” means, at any time, (a) any Designated Person, (b) a Canadian Blocked Person, (c) any Person operating, organized or resident in a Sanctioned Country or (d) any Person controlled by any such Person.

“Sanctions” means economic or financial sanctions or trade embargoes imposed, administered or enforced from time to time (a) by the U.S. government, including those administered by the Office of Foreign Assets Control of the U.S. Department of the Treasury or the U.S. Department of State, (b) by the United Nations Security Council, the European Union or Her Majesty’s Treasury of the United Kingdom, or (c) by a government of Canada pursuant to Canadian Economic Sanctions and Export Control Laws.

“SEC” means the United States Securities and Exchange Commission.

“Second Currency” has the meaning set forth in Section 9.21.

“Secured Obligations” means all U.S. Obligations and “Canadian Obligations”, together with all (a) Banking Services Obligations of the Borrowers or any Subsidiary of a Borrowers; and (b) Swap Obligations of the Borrowers or any Subsidiary of the a Borrower, owing to one or more Qualified Counterparties; provided that Excluded Swap Obligations with respect to any Loan Party shall not be Secured Obligations of such Loan Party.

“Securities Act” means the United States Securities Act of 1933.

“Security Agreement” means, individually and collectively as the context may require, the U.S. Security Agreement and the Canadian Security Agreements.

“Senior Notes” means \$600,000,000 aggregate principal amount of 7.00% senior notes due 2022 of the Company issued under the Senior Notes Indenture on June 18, 2014, as the same are in effect on the Petition Date.

“Senior Notes Indenture” means the Indenture, dated as of June 18, 2014, by and among the Company, the guarantors party thereto and The Bank of New York Mellon Trust Company, N.A., as the same is in effect on the Petition Date.

“Settlement” has the meaning set forth in Section 2.05(d).

“Settlement Date” has the meaning set forth in Section 2.05(d).

“Specified Dispositions” means (i) the closure, sale, transfer or disposition of the Loan Parties’ or their Subsidiaries’ stores, leases, warehouses, distribution centers and other real property (and all fixtures and equipment in each case in connection therewith), (ii) bulk sales or other dispositions of inventory or equipment of a Loan Party or its Subsidiaries, (iii) any other Dispositions permitted by the Approved Budget, and (iv) the termination of Leases, licenses, subleases or sublicenses, in each case, in connection therewith; provided that such Specified Dispositions (other than pursuant to clause (iii) above) are identified in writing by the Borrower Representative to the Administrative Agent and agreed to by the Administrative Agent in its reasonable discretion on or prior to the Effective Date, and as may be updated, supplemented or modified from time to time, as agreed to in writing by the Administrative Agent in its reasonable discretion.

“Specified Indebtedness” means Subordinated Indebtedness and Indebtedness described in Section 6.01(a)(ix) and (a)(x).

“Standard & Poor’s” means Standard & Poor’s Ratings Services, a division of The McGraw Hill Companies, Inc., and any successor to its rating agency business.

“Standby LC Exposure” means, at any time, the sum of (a) the aggregate undrawn amount of all outstanding Standby Letters of Credit at such time plus (b) the aggregate amount of all LC Disbursements relating to Standby Letters of Credit that have not yet been reimbursed by or on behalf of the Borrowers at such time. The Standby LC Exposure of any Lender under any Facility at any time shall be its Applicable Percentage of the total Standby LC Exposure under such Facility at such time.

“Standby Letter of Credit” means all Letters of Credit other than Commercial Letters of Credit.

“Statutory Reserve Rate” means a fraction (expressed as a decimal), the numerator of which is the number one and the denominator of which is the number one minus the aggregate of the maximum reserve percentages (including any marginal, special, emergency or supplemental reserves), expressed as a decimal, established by the Board of Governors to which the Administrative Agent is subject for eurocurrency funding (currently referred to as “Eurocurrency Liabilities” in Regulation D of the Board of Governors). Such reserve percentages shall include those imposed pursuant to such Regulation D. Eurodollar Loans shall be deemed to constitute eurocurrency funding and to be subject to such reserve requirements without benefit of or credit for proration, exemptions or offsets that may be available from time to time to any Lender under such Regulation D or any comparable regulation. The Statutory Reserve Rate shall be adjusted automatically on and as of the effective date of any change in any reserve percentage.

“Sterling” means the lawful currency of the United Kingdom.

“Subordinated Indebtedness” of a Person means any Indebtedness of such Person the payment of which is subordinated to payment of the Secured Obligations.

“subsidiary” means, with respect to any Person (the “parent”) at any date, (a) any Person the accounts of which would be consolidated with those of the parent in the parent’s consolidated financial statements if such financial statements were prepared in accordance with GAAP as of such date and (b) any other Person (i) of which Equity Interests representing more than 50% of the equity value or more than 50% of the ordinary voting power or, in the case of a partnership, more than 50% of the general partnership interests are, as of such date, owned, controlled or held, or (ii) that is, as of such date, otherwise Controlled, by the parent or one or more subsidiaries of the parent or by the parent and one or more subsidiaries of the parent.

“Subsidiary” means any direct or indirect subsidiary of Parent.

“Swap Agreement” means any agreement with respect to any swap, forward, future or derivative transaction or option or similar agreement involving, or settled by reference to, one or more rates, currencies, commodities, equity or debt instruments or securities, or economic, financial or pricing indices or measures of economic, financial or pricing risk or value or any similar transaction or any combination of these transactions and any agreement, contract or transaction that constitutes a “swap” within the meaning of Section 1a(47) of the Commodity Exchange Act; provided that no phantom stock or similar plan providing for payments only on account of services provided by current or former directors, officers, employees or consultants of Parent or any Subsidiary shall be a Swap Agreement.

“Swap Obligations” of a Person means any and all obligations of such Person, whether absolute or contingent and howsoever and whensoever created, arising, evidenced or acquired (including all renewals, extensions and modifications thereof and substitutions therefor), under (a) any and all Swap Agreements, and (b) any and all cancellations, buy backs, reversals, terminations or assignments of any Swap Agreement transaction.

“Swingline Exposure” means, at any time, the Canadian Swingline Exposure and/or the U.S. Swingline Exposure, as the context requires.

“Swingline Lender” means the Canadian Swingline Lender and/or the U.S. Swingline Lender, as the context requires.

“Swingline Loan” means a Canadian Swingline Loan and/or a U.S. Swingline Loan, as the context requires.

“Synthetic Lease” means, as to any Person, any lease (including leases that may be terminated by the lessee at any time) of any property (whether real, personal or mixed) (a) that is accounted for as an operating lease under GAAP and (b) in respect of which the lessee retains or obtains ownership of the property so leased for US federal income tax purposes, other than any such lease under which such Person is the lessor.

“Synthetic Lease Obligations” means, as to any Person, an amount equal to the sum, without duplication, of (a) the obligations of such person to pay rent or other amounts under any Synthetic Lease which are attributable to principal and (b) the amount of any purchase price payment under any Synthetic Lease assuming the lessee exercises the option to purchase the leased property at the end of the lease term. For purposes of Section 6.02, a Synthetic Lease Obligation shall be deemed to be secured by a Lien on the property being leased and such property shall be deemed to be owned by the lessee.

“Taxes” means all present or future taxes, levies, imposts, duties, deductions, withholdings (including backup withholding), assessments, fees or other charges imposed by any Governmental Authority, including any interest, additions to tax or penalties applicable thereto.

“Term Agent” means Wilmington Savings Fund Society, FSB as successor in interest to JPMorgan Chase Bank, N.A., as administrative agent under the Credit Agreement.

“Term Credit Agreement” means the Term Credit Agreement dated as of June 18, 2014, among Parent, the Term Loan Lenders and the Term Agent, as the same is in effect on the Petition Date.

“Term Loan Documents” means the “Loan Documents” under the Term Credit Agreement.

“Term Loan Lenders” means the lenders under the Term Credit Agreement.

“Term Priority Collateral” has the meaning set forth in the Intercreditor Agreement.

“Total Assets” means, at any date of determination, the consolidated total assets of Parent as of the last day of the most recent fiscal quarter of Parent for which financial statements have been delivered pursuant to Sections 4.01(h), 5.01(a) or 5.01(b).

“Transactions” means the (a) execution, delivery and performance by the Loan Parties of this Agreement, the borrowing of the Loans, the use of the proceeds thereof and the issuance of Letters of Credit hereunder, (b) the creation and perfection of the Liens provided for in the Collateral Documents, (c) the documentation and delivery of certain documents and instruments with respect to the Term Loan Documents in connection with the foregoing and (d) the payment of all fees, commissions, costs and expenses in connection with the foregoing.

“Treaty on the European Union” means the Treaty of Rome of March 25, 1957, as amended by the Single European Act 1986 and the Maastricht Treaty (signed February 7, 1992), as amended from time to time.

“Type,” when used in reference to any Loan or Borrowing, refers to whether the rate of interest on such Loan, or on the Loans comprising such Borrowing, is determined by reference to the Adjusted LIBO Rate or the Alternate Base Rate.

“UCC” means the Uniform Commercial Code as in effect from time to time in the State of New York or any other state the laws of which are required to be applied in connection with the perfection of the Liens created by the Collateral Documents.

“UK Bail-In Legislation” means (to the extent that the United Kingdom is not an EEA Member Country which has implemented, or implements, Article 55 BRRD) Part I of the United Kingdom Banking Act 2009 and any other law or regulation applicable in the United Kingdom relating to the resolution of unsound or failing banks, investment firms or other financial institutions or their affiliates (otherwise than through liquidation, administration or other insolvency proceedings).

“United States” or “U.S.” means the United States of America.

“Unliquidated Obligations” means, at any time, any Secured Obligations (or portion thereof) that are contingent in nature or unliquidated at such time, including any Secured Obligation that is: (a) an obligation to reimburse a bank for drawings not yet made under a letter of credit issued by it; (b) any other

obligation (including any guarantee) that is contingent in nature at such time; or (c) an obligation to provide collateral to secure any of the foregoing types of obligations.

“U.S. Borrower Canadian Facility Outstandings” means, at any time, the aggregate Canadian Revolving Exposure at such time minus, to the extent included in the Canadian Revolving Exposure, the Canadian Borrower Outstandings at such time.

“U.S. Borrowers” means, individually and collectively as the context may require, Parent and each U.S. Subsidiary Borrower.

“U.S. Borrowing Base” means, at any time (without duplication), the sum of:

(a) the lesser of (x) the product of (i) 90% *multiplied by* (ii) the Net Orderly Liquidation Value of Eligible Inventory of the U.S. Borrowers at such time and (y) the net book value of Eligible Inventory of the U.S. Borrowers; provided that in no event shall the amount included pursuant to this clause (a) attributable to uncut fabric bolsters exceed \$10,000,000 at any time, *plus*

(b) the lesser of (i) the product of (A) 85% *multiplied by* (B) the Net Orderly Liquidation Value of Eligible Rental Inventory of the U.S. Borrowers and (ii) the net book value of Eligible Rental Inventory of the U.S. Borrowers; provided that in no event shall the amount included pursuant to this clause (b) exceed 20% of the U.S. Borrowing Base, *plus*

(c) the product of (i) 85% *multiplied by* (ii) the Eligible Accounts of the U.S. Borrowers at such time, *plus*

(d) the product of (i) 90% *multiplied by* (ii) the Eligible Credit Card Accounts Receivable of the U.S. Borrowers at such time, *minus*

(e) without duplication, Reserves established by the Administrative Agent in its Permitted Discretion.

Subject to the other provisions hereof expressly permitting the Administrative Agent to adjust the U.S. Borrowing Base, the U.S. Borrowing Base at any time shall be determined by reference to the most recent Borrowing Base Certificate delivered to the Administrative Agent on or most recently prior to such day pursuant to Section 5.01(h) (or, prior to the first such delivery following the Effective Date, the Borrowing Base Certificate delivered to the Administrative Agent pursuant to Section 4.01(e)); provided, that if any Borrowing Base Certificate delivered under Section 4.01(e) or 5.01(h) shall prove to have been materially inaccurate (regardless of whether any Commitments are in effect or any amounts are outstanding hereunder when such inaccuracy is discovered), and such inaccuracy shall have resulted in the payment of any interest or fees at rates lower than those that were in fact applicable for any period (based on the actual U.S. Borrowing Base), the applicable Borrowers shall pay to the Administrative Agent, for distribution to the Lenders (or former Lenders) as their interests may appear, the accrued interest or fees that should have been paid but were not paid as a result of such inaccuracy.

Any changes after the Effective Date in how the Borrowers value their Inventory in accordance with their historical practices prior to the Effective Date shall be subject to the reasonable approval of the Administrative Agent.

“U.S. Collateral” means any and all property owned, leased or operated by a Person covered by the Collateral Documents and any and all other property of any U.S. Borrower, now existing or hereafter

acquired, that may at any time be or become subject to a security interest or Lien in favor of the Administrative Agent to secure the Secured Obligations.

“U.S. Commitment” means, with respect to each U.S. Revolving Lender, the commitment, if any, of such U.S. Revolving Lender to make U.S. Revolving Loans and to acquire participations in U.S. Letters of Credit and U.S. Swingline Loans hereunder, expressed as an amount representing the maximum possible aggregate amount of such U.S. Revolving Lender’s U.S. Revolving Exposure hereunder, as such commitment may be reduced or increased from time to time pursuant to (a) Section 2.09 and (b) assignments by or to such U.S. Revolving Lender pursuant to Section 9.04. The amount of each U.S. Revolving Lender’s U.S. Commitment is set forth on Schedule 2.01, or in the Assignment and Assumption pursuant to which such U.S. Revolving Lender shall have assumed its U.S. Commitment, as applicable. As of the Effective Date, the aggregate amount of the U.S. Commitments is \$450,000,000.

“U.S. Court” has the meaning provided in the recitals.

“U.S. Credit Exposure” means, as to any U.S. Revolving Lender at any time, the sum of (a) such Lender’s U.S. Revolving Exposure *plus* (b) such Lender’s Applicable Percentage of the aggregate amount of U.S. Overadvances and U.S. Protective Advances outstanding.

“U.S. Facility” means, collectively, the U.S. Commitments and the extensions of credit made thereunder.

“U.S. Issuing Banks” means, individually and collectively as the context may require, in the case of each U.S. Letter of Credit, JPMorgan Chase Bank, N.A. and any other Lender proposed by the Borrower Representative that has agreed to act as a U.S. Issuing Bank and is reasonably acceptable to the Administrative Agent, each in its capacity as an issuer of U.S. Letters of Credit hereunder, and its successors and assigns in such capacity as provided in Section 2.06(j). Each U.S. Issuing Bank may, in its sole discretion, arrange for one or more U.S. Letters of Credit to be issued by Affiliates of such U.S. Issuing Bank, in which case the term “U.S. Issuing Bank” shall include any such Affiliate with respect to U.S. Letters of Credit issued by such Affiliate. Additionally, each Person that has issued any Existing Letter of Credit shall be deemed to be an Issuing Bank for purposes of such Existing Letter of Credit but shall be under no obligation to issue any additional Letters of Credit unless otherwise specified herein.

“U.S. LC Collateral Account” has the meaning set forth in Section 2.06(j).

“U.S. LC Exposure” means, at any time, the sum of the Commercial LC Exposure and the Standby LC Exposure under the U.S. Facility. The U.S. LC Exposure of any U.S. Revolving Lender at any time shall be its Applicable Percentage of the total U.S. LC Exposure at such time.

“U.S. Lender” means a Lender that is a U.S. Person.

“U.S. Letter of Credit” means any Letter of Credit or similar instrument (including a bank guarantee) acceptable to the applicable Issuing Bank issued for the purpose of providing credit support for the U.S. Borrowers.

“U.S. Obligations” means, with respect to the U.S. Borrowers, all unpaid principal of and accrued and unpaid interest on the Loans to the U.S. Borrowers, all LC Exposure in respect of Letters of Credit issued for the account of the U.S. Borrowers, all accrued and unpaid fees and all expenses, reimbursements (including pursuant to Section 2.06(a)), indemnities and other obligations of the U.S. Borrowers to the Lenders or to any Lender, the Administrative Agent, any Issuing Bank or any indemnified party arising under the Loan Documents (including interest, costs, fees and other amounts accruing during the pendency

of any proceeding under any Insolvency Laws, regardless of whether allowed or allowable in such proceeding).

“U.S. Overadvance” has the meaning set forth in Section 2.05(b).

“U.S. Overadvance Exposure” means, at any time, the sum of the aggregate principal amount of all outstanding U.S. Overadvances at such time. The U.S. Overadvance Exposure of any Lender at any time shall be its Applicable Percentage of the total U.S. Overadvance Exposure at such time.

“U.S. Person” means a “United States person” within the meaning of Section 7701(a)(30) of the Code.

“U.S. Protective Advance Exposure” means, at any time, the sum of the aggregate principal amount of all outstanding U.S. Protective Advances at such time. The U.S. Protective Advance Exposure of any Lender at any time shall be its Applicable Percentage of the total U.S. Protective Advance Exposure at such time.

“U.S. Protective Advance” has the meaning set forth in Section 2.04(a).

“U.S. Revolving Exposure” means, with respect to any U.S. Revolving Lender at any time, the sum of (a) the outstanding principal amount of U.S. Revolving Loans of such U.S. Revolving Lender at such time, *plus* (b) an amount equal to such U.S. Revolving Lender’s U.S. Swingline Exposure at such time, *plus* (c) an amount equal to such U.S. Revolving Lender’s U.S. LC Exposure at such time.

“U.S. Revolving Lenders” means the Persons listed on the Schedule 2.01 as having a U.S. Commitment and any other Person that shall acquire a U.S. Commitment pursuant to an Assignment and Assumption, other than any such Person that ceases to be such a Person hereto pursuant to an Assignment and Assumption.

“U.S. Revolving Loan” means a Revolving Loan made to the U.S. Borrowers by the U.S. Revolving Lenders.

“U.S. Security Agreement” means that certain Pledge and Security Agreement, dated as of the Effective Date, between the U.S. Borrowers and the Administrative Agent, and, as the context requires, any other pledge or security agreement entered into, after the Effective Date by any other U.S. Borrower (as required by this Agreement or any other Loan Document), or any other Person, as the same may be amended, restated or otherwise modified from time to time.

“U.S. Subsidiary Borrowers” means, collectively (i) each Domestic Subsidiary of Parent that is a party to this Agreement on the Effective Date and (ii) each Domestic Subsidiary of Parent that becomes a party to this Agreement following the Effective Date, in each case, until such time as such Domestic Subsidiary is released from its obligations under the Loan Documents in accordance with this Agreement.

“U.S. Swingline Exposure” means, at any time, the sum of the aggregate principal amount of all outstanding U.S. Swingline Loans at such time. The U.S. Swingline Exposure of any U.S. Revolving Lender at any time shall be its Applicable Percentage of the total U.S. Swingline Exposure at such time.

“U.S. Swingline Lender” means JPMorgan Chase Bank, N.A., in its capacity as lender of U.S. Swingline Loans hereunder, and its successors and assigns in such capacity.

“U.S. Swingline Loan” has the meaning set forth in Section 2.05(a).

“U.S. Tax Compliance Certificate” has the meaning set forth in Section 2.17(e).

“U.S. Trustee” means the United States Trustee applicable in the Cases.

“Variance Report” shall have the meaning assigned to such term in Section 5.01(m).

“Variance Report Date” shall have the meaning assigned to such term in Section 5.01(m).

“Variance Testing Period” shall mean the four-fiscal week calendar period up to and through the Saturday of the fiscal week most recently ended prior to the applicable Variance Report Date (provided that, the first Variance Testing Period shall include the entire period from the Petition Date through the Saturday of the fiscal week most recently ended prior to the applicable Variance Testing Period).

“Vendor Rebates” means credits earned from vendors for volume purchases that reduce net inventory costs for the Loan Parties.

“wholly-owned,” when used in reference to a subsidiary of any Person, means that all the Equity Interests in such subsidiary (other than directors’ qualifying shares and other nominal amounts of Equity Interests that are required to be held by other Persons under applicable law) are owned, beneficially and of record, by such Person, another wholly-owned subsidiary of such Person or any combination thereof.

“Withdrawal Liability” means liability to a Multiemployer Plan as a result of a complete or partial withdrawal from such Multiemployer Plan, as such terms are defined in Part I of Subtitle E of Title IV of ERISA.

“Write-Down and Conversion Powers” means:

(a) in relation to any Bail-In Legislation described in the EU Bail-In Legislation Schedule from time to time, the powers described as such in relation to that Bail-In Legislation in the EU Bail-In Legislation Schedule; and

(b) in relation to any UK Bail-In Legislation:

(i) any powers under that UK Bail-In Legislation to cancel, transfer or dilute shares issued by a person that is a bank or investment firm or other financial institution or affiliate of a bank, investment firm or other financial institution, to cancel, reduce, modify or change the form of a liability of such a person or any contract or instrument under which that liability arises, to convert all or part of that liability into shares, securities or obligations of that person or any other person, to provide that any such contract or instrument is to have effect as if a right had been exercised under it or to suspend any obligation in respect of that liability or any of the powers under that UK Bail-In Legislation that are related to or ancillary to any of those powers; and

(ii) any similar or analogous powers under that UK Bail-In Legislation.

SECTION 1.02 Classification of Loans and Borrowings. For purposes of this Agreement, Loans and Borrowings may be classified and referred to by Type (e.g., a “Eurodollar Loan” or a “Eurodollar Borrowing”) or by Facility and Type (e.g., a “Eurodollar U.S. Revolving Loan”).

SECTION 1.03 Terms Generally. The definitions of terms herein shall apply equally to the singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms. The words “include,” “includes” and

“including” shall be deemed to be followed by the phrase “without limitation.” The word “will” shall be construed to have the same meaning and effect as the word “shall.” The words “asset” and “property” shall be construed to have the same meaning and effect and to refer to any and all real and personal, tangible and intangible assets and properties, including cash, securities, accounts and contract rights. The word “law” shall be construed as referring to all statutes, rules, regulations, codes and other laws (including official rulings and interpretations thereunder having the force of law or with which affected Persons customarily comply), and all judgments, orders, writs and decrees, of all Governmental Authorities. Except as otherwise provided herein and unless the context requires otherwise, (a) any definition of or reference to any agreement, instrument or other document (including this Agreement and the other Loan Documents) shall be construed as referring to such agreement, instrument or other document as from time to time amended, supplemented or otherwise modified (subject to any restrictions on such amendments, supplements or modifications set forth herein), (b) any definition of or reference to any statute, rule or regulation shall be construed as referring thereto as from time to time amended, supplemented or otherwise modified (including by succession of comparable successor laws), and all references to any statute shall be construed as referring to all rules, regulations, rulings and official interpretations promulgated or issued thereunder, (c) any reference herein to any Person shall be construed to include such Person’s successors and permitted assigns (subject to any restrictions on assignment set forth herein) and, in the case of any Governmental Authority, any other Governmental Authority that shall have succeeded to any or all functions thereof, (d) the words “herein,” “hereof” and “hereunder,” and words of similar import, shall be construed to refer to this Agreement in its entirety and not to any particular provision hereof and (e) all references herein to Articles, Sections, Exhibits and Schedules shall be construed to refer to Articles and Sections of, and Exhibits and Schedules to, this Agreement.

SECTION 1.04 Accounting Terms; GAAP. Except as otherwise expressly provided herein, all terms of an accounting or financial nature used herein shall be construed in accordance with GAAP, as in effect from time to time; provided that (a) if the Borrower Representative notifies the Administrative Agent that the Borrowers request an amendment to any provision hereof to eliminate the effect of any change occurring after the Effective Date in GAAP or in the application thereof on the operation of such provision (or if the Administrative Agent notifies the Borrower Representative that the Required Lenders request an amendment to any provision hereof for such purpose), regardless of whether any such notice is given before or after such change in GAAP or in the application thereof, then such provision shall be interpreted on the basis of GAAP as in effect and applied immediately before such change shall have become effective until such notice shall have been withdrawn or such provision amended in accordance herewith; provided that the Borrower Representative, on the one hand, and the Administrative Agent and Lenders, on the other hand, agree to negotiate in good faith with respect to any proposed amendment to eliminate or adjust for the effect of any such change in GAAP at no cost to the Loan Parties other than the reimbursement of the Administrative Agent’s costs and expenses; and (b) notwithstanding any other provision contained herein, all terms of an accounting or financial nature used herein shall be construed, and all computations of amounts and ratios referred to herein shall be made, without giving effect to (i) any election under Statement of Financial Accounting Standards 159, The Fair Value Option for Financial Assets and Financial Liabilities, or any successor thereto (including pursuant to the Accounting Standards Codification), to value any Indebtedness of Parent or any Subsidiary at “fair value,” as defined therein, and (ii) any change in GAAP occurring after December 31, 2018 as a result of the adoption of any proposals set forth in the Proposed Accounting Standards Update, Leases (Topic 840), issued by the Financial Accounting Standards Board on August 17, 2010, or any other proposals issued by the Financial Accounting Standards Board in connection therewith, in each case if such change would require treating any lease (or similar arrangement conveying the right to use) as a capital lease where such lease (or similar arrangement) was not required to be so treated under GAAP as in effect on December 31, 2018.

SECTION 1.05 Currency Matters.

(a) Without limiting the other terms of this Agreement, the calculations and determinations under this Agreement of any amount in any currency other than Dollars shall be deemed to refer to the Dollar Equivalent thereof, as the case may be, and all certificates delivered under this Agreement shall express such calculations or determinations in Dollars or the Dollar Equivalent thereof, as the case may be. The permissibility of actions taken under Article VI on any date based on the requisite currency translation calculated as of such date shall not be affected by subsequent fluctuations in exchange rates.

(b) Unless otherwise prohibited by law, if more than one currency or currency unit are at the same time recognized by the central bank of any country as the lawful currency of that country, then:

(i) any reference in the Loan Documents to, and any obligations arising under the Loan Documents in, the currency of that country shall be translated into, or paid in, the currency or currency unit of that country designated by the Administrative Agent; and

(ii) any translation from one currency or currency unit to another shall be at the official rate of exchange recognized by the central bank for the conversion of that currency or currency unit into the other, rounded up or down by the Administrative Agent.

(c) If a change in any currency of a country occurs, this Agreement will, to the extent the Administrative Agent reasonably determines necessary, be amended to comply with any generally accepted conventions and market practice in the relevant interbank market and otherwise to reflect the change in currency.

SECTION 1.06 Classification of Actions. For purposes of determining compliance at any time with the covenants set forth in Article VI (or, in each case, any defined terms used therein), in the event that the subject transaction meets the criteria of more than one of the categories of transactions permitted pursuant to the Sections (or related defined terms) in Article VI, the Borrowers may, in its sole discretion, classify the applicable transaction (or any portion thereof) under such Section (or defined term); it being understood that (i) the Borrowers may divide and include such transaction under one or more of the clause of such Section (or any relevant portion thereof or of the applicable related defined term) that permit such transaction and (ii) notwithstanding anything in this Section 1.04 to the contrary for purposes of this Agreement, (x) Indebtedness incurred under the Term Credit Agreement shall only be permitted to be incurred or be outstanding under Section 6.01(a)(x) and (y) Indebtedness uncured under the Loan Documents or the Prepetition Loan Documents shall only be permitted to be incurred or be outstanding under Section 6.01(a)(i).

SECTION 1.07 Divisions. For all purposes under the Loan Documents, in connection with any division or plan of division under Delaware law (or any comparable event under a different jurisdiction's laws): (a) if any asset, right, obligation or liability of any Person becomes the asset, right, obligation or liability of a different Person, then it shall be deemed to have been transferred from the original Person to the subsequent Person, and (b) if any new Person comes into existence, such new Person shall be deemed to have been organized on the first date of its existence by the holders of its Equity Interests at such time.

ARTICLE II

The Credits

SECTION 2.01 Commitments; Full-Roll of Prepetition Obligations. Subject to the terms and conditions set forth herein, each U.S. Revolving Lender severally agrees to make U.S. Revolving Loans to the U.S. Borrowers from time to time during the Availability Period and each Canadian Revolving Lender

severally agrees to make Canadian Revolving Loans to the Canadian Borrower or the U.S. Borrowers from time to time during the Availability Period in an aggregate principal amount that will not result in:

- (i) the sum of the U.S. Revolving Exposure and Prepetition U.S. Revolving Exposure of any U.S. Revolving Lender exceeding such U.S. Revolving Lender's U.S. Commitment;
- (ii) the sum of the Canadian Revolving Exposure and Prepetition Canadian Revolving Exposure of any Canadian Revolving Lender exceeding such Canadian Revolving Lender's Canadian Commitment;
- (iii) the sum of (w) the aggregate U.S. Revolving Exposure plus (x) the U.S. Borrower Canadian Facility Outstandings plus (y) the aggregate Prepetition U.S. Revolving Exposure plus (z) the Prepetition U.S. Borrower Canadian Facility Outstandings, collectively, exceeding the Borrowing Base; or
- (iv) the sum of the aggregate Revolving Exposure and the Prepetition Aggregate Revolving Exposure exceeding the Aggregate Borrowing Base;

subject to the Administrative Agent's and Canadian Administrative Agent's authority, in their sole discretion, to make Protective Advances pursuant to the terms of Section 2.04. The limitations on Borrowings referred to in clauses (i) through (iv) are referred to collectively as the "Revolving Exposure Limitations." Within the foregoing limits and subject to the terms and conditions set forth herein, the Borrowers may borrow, prepay and reborrow Revolving Loans. Notwithstanding anything to the contrary contained herein or in any other Loan Document, (i) on the Effective Date, (x) each Existing Letter of Credit shall constitute a "Letter of Credit" for all purposes of this Agreement and shall be deemed issued under this Agreement on the Effective Date and all LC Exposure (as such term is defined in the Prepetition Credit Agreement) shall constitute "LC Exposure" for all purposes of this Agreement and (y) all Prepetition Lender Obligations constituting "Banking Services Obligations" (as such term is defined in the Prepetition Credit Agreement) shall constitute Secured Obligations under the Loan Documents and (ii) upon the entry of the Interim Order, the total outstanding amount of the Prepetition Lender Obligations shall constitute Secured Obligations hereunder, with (x) the outstanding amount of all Prepetition Revolving Loans and/or Prepetition Swingline Loans, if any, as of the date of the entry of the Interim Order being refinanced as Loans hereunder immediately upon the entry of the Interim Order and (y) all unpaid interest and fees thereon accrued through the entry of the Interim Order to be paid on the next scheduled date for payment of interest and fees under this Agreement.

SECTION 2.02 Loans and Borrowings.

(a) Each Loan (other than a Swingline Loan) shall be made as part of a Borrowing consisting of Loans of the same Facility and Type made by the Lenders ratably in accordance with their respective Revolving Commitments under the applicable Facility. Any Protective Advance, any Swingline Loan and any Overadvance shall be made in accordance with the procedures set forth in Section 2.04 or 2.05, as applicable.

(b) All Borrowings under the U.S. Commitment shall be denominated in Dollars. Borrowings under the Canadian Commitment may be in Dollars or Canadian Dollars. Subject to Section 2.14, (i) each Borrowing that is denominated in Dollars shall be comprised entirely of ABR Loans or Eurodollar Loans as the Borrower Representative may request in accordance herewith and (ii) each Borrowing that is denominated in Canadian Dollars shall be comprised entirely of Canadian Prime Rate Loans or CDOR Rate Loans as the Borrower Representative may request in accordance herewith. Each Swingline Loan or Overadvance shall be an ABR Loan or Canadian Prime Rate Loan, as applicable. Each Lender at its option

may make any Eurodollar Loan by causing any domestic or foreign branch or Affiliate of such Lender to make such Loan; provided that any exercise of such option shall not affect the obligation of the Borrowers to repay such Loan in accordance with the terms of this Agreement.

(c) At the commencement of each Interest Period for any Eurodollar Borrowing, such Borrowing shall be in an aggregate amount that is an integral multiple of \$1,000,000 and not less than \$5,000,000; provided that a Eurodollar Borrowing that results from a continuation of an outstanding Eurodollar Borrowing may be in an aggregate amount that is equal to such outstanding Borrowing. At the commencement of each Interest Period for any CDOR Rate Borrowing, such Borrowing shall be in an aggregate principal amount that is an integral multiple of Cdn\$1,000,000 and not less than Cdn\$5,000,000; provided that a CDOR Borrowing that results from a continuation of an outstanding CDOR Borrowing may be in an aggregate amount that is equal to such outstanding Borrowing. Borrowings of more than one Type may be outstanding at the same time; provided that there shall not at any time be more than a total of 10 Eurodollar Borrowings and/or CDOR Rate Borrowings outstanding.

(d) Notwithstanding any other provision of this Agreement, the Borrower Representative shall not be entitled to request, or to elect to convert to or continue, any Eurodollar Borrowing or CDOR Borrowing if the Interest Period requested with respect thereto would end after the Maturity Date.

SECTION 2.03 Requests for Revolving Borrowings. To request a Borrowing of Revolving Loans, the Borrower Representative shall notify the Administrative Agent (in the case of a requested Borrowing under the U.S. Facility) or the Canadian Administrative Agent with a copy to the Administrative Agent (in the case of a requested Borrowing under the Canadian Facility), of such request either in writing (delivered by hand or electronic transmission) in a form approved by the Applicable Administrative Agent and signed by the Borrower Representative or by telephone (i) with respect to U.S. Revolving Loans, not later than (a) in the case of a Eurodollar Borrowing, 11:00 a.m., New York City time, three (3) Business Days before the date of the proposed Borrowing or (b) in the case of an ABR Borrowing, 12:00 p.m., New York City time, on the date of the proposed Borrowing and (ii) with respect to Canadian Revolving Loans, not later than (a) in the case of CDOR Rate Borrowings or Eurodollar Borrowings, 11:00 a.m., Toronto time, three (3) Business Days prior to the date of the proposed Borrowing and (b) in the case of Canadian Prime Rate Borrowings or ABR Borrowings, 11:00 a.m., Toronto time, one (1) Business Day before the date of the proposed Borrowing. Each such telephonic Borrowing Request shall be irrevocable and shall be confirmed promptly by hand delivery or electronic transmission to the Administrative Agent (if a U.S. Revolving Loan) or the Canadian Administrative Agent with a copy to the Administrative Agent (if a Canadian Revolving Loan), of a written Borrowing Request in a form approved by the Applicable Administrative Agent and signed by the Borrower Representative. Each such telephonic and written Borrowing Request shall specify the following information in compliance with Section 2.01:

- (i) whether such Loans are being made to the U.S. Borrowers or the Canadian Borrower;
- (ii) the aggregate amount of the requested Borrowing and the manner in which the proceeds of such Borrowing are to be disbursed (which shall be consistent with Section 2.07);
- (iii) the date of such Borrowing, which shall be a Business Day;
- (iv) whether such Borrowing is to be a Borrowing under the U.S. Facility or the Canadian Facility;
- (v) the currency of the requested Borrowing;

(vi) whether such Borrowing is to be an ABR Borrowing, a Eurodollar Borrowing, a Canadian Prime Rate Borrowing or a CDOR Rate Borrowing; and

(vii) in the case of a Eurodollar Borrowing or CDOR Rate Borrowing, the initial Interest Period to be applicable thereto, which shall be a period contemplated by the definition of the term "Interest Period."

If no election as to the Type of Borrowing is specified, then (A) a Borrowing of U.S. Revolving Loans or Canadian Revolving Loans requested in Dollars shall be an ABR Borrowing and (B) a Borrowing of Canadian Revolving Loans requested in Canadian Dollars shall be a Canadian Prime Rate Borrowing. If no Interest Period is specified with respect to any requested Eurodollar Borrowing or CDOR Rate Borrowing, then the applicable Borrower(s) shall be deemed to have selected an Interest Period of one month's or 30 days', as applicable, duration. Promptly following receipt of a Borrowing Request in accordance with this Section, the Applicable Administrative Agent shall advise each Lender of the details thereof and of the amount of such Lender's Revolving Loan to be made as part of the requested Borrowing.

SECTION 2.04 Protective Advances.

(a) Subject to the limitations set forth below, the Applicable Administrative Agent is authorized by the Borrowers and the Lenders, from time to time in the Applicable Administrative Agent's sole discretion (but shall have absolutely no obligation), to make (i) in the case of the Administrative Agent, Loans to the U.S. Borrowers in Dollars on behalf of the U.S. Revolving Lenders (each such Loan, a "U.S. Protective Advance") or (ii) in the case of the Canadian Administrative Agent, Loans to the Canadian Borrower or the U.S. Borrowers in Canadian Dollars or Dollars on behalf of the Canadian Revolving Lenders (each such Loan, a "Canadian Protective Advance") which the Applicable Administrative Agent, in its Permitted Discretion, deems necessary or appropriate (A) to preserve or protect the Collateral, or any portion thereof, (B) to enhance the likelihood of, or maximize the amount of, repayment of the Loans and other Obligations, or (C) to pay any other amount chargeable to or required to be paid by the applicable Borrower(s) pursuant to the terms of this Agreement, including payments of reimbursable expenses (including costs, fees, and expenses as described in Section 9.03) and other sums payable under the Loan Documents; provided that (i) the aggregate principal amount of outstanding U.S. Protective Advances shall not, at any time, exceed (x) 5% of the total U.S. Commitment then in effect or (y) when aggregated with the aggregate outstanding principal amount of U.S. Overadvances, 7.5% of the total U.S. Commitment then in effect; provided further that no U.S. Protective Advance shall be made if after giving effect thereto, the sum of any Lender's U.S. Credit Exposure and Prepetition U.S. Credit Exposure shall exceed such Lender's U.S. Commitment and (ii) the aggregate Dollar Equivalent of outstanding Canadian Protective Advances shall not, at any time, exceed (x) 5% of the total Canadian Commitment then in effect or (y) when aggregated with the aggregate outstanding principal amount of Canadian Overadvances, 7.5% of the total Canadian Commitment then in effect; provided further that no Canadian Protective Advance shall be made if after giving effect thereto, the sum of any Lender's Canadian Credit Exposure and Prepetition Canadian Credit Exposure shall exceed such Lender's Canadian Commitment. Protective Advances may be made even if the conditions precedent set forth in Section 4.02 have not been satisfied. All Protective Advances shall be ABR Borrowings (in the case of Dollar denominated amounts) or Canadian Prime Rate Borrowings (in the case of Canadian Dollar denominated amounts). The Applicable Administrative Agent's authorization to make Protective Advances may be revoked at any time by the Required Lenders. Any such revocation must be in writing and shall become effective prospectively upon the Applicable Administrative Agent's receipt thereof. At any time that the making of such U.S. Revolving Loan would not violate the Revolving Exposure Limitations and the conditions precedent set forth in Section 4.02 have been satisfied, the Administrative Agent may request the U.S. Revolving Lenders to make a U.S. Revolving Loan in Dollars to repay a U.S. Protective Advance. At any other time the Administrative Agent may require the U.S. Revolving Lenders to fund in Dollars their risk participations described in Section 2.04(b). At any

time the making of such Canadian Revolving Loan would not violate the Revolving Exposure Limitations and the conditions precedent set forth in Section 4.02 have been satisfied, the Canadian Administrative Agent may request the Canadian Revolving Lenders to make a Canadian Revolving Loan to the applicable Borrower(s) in the currency in which any Canadian Protective Advance is denominated to repay such Canadian Protective Advance. At any other time the Canadian Administrative Agent may require the Canadian Revolving Lenders to fund their risk participations described in Section 2.04(b) in any Canadian Protective Advance in the currency in which such Canadian Protective Advance is denominated.

(b) The Administrative Agent may by notice given not later than 12:00 p.m., New York City time, on any Business Day require the U.S. Revolving Lenders to acquire participations on such Business Day in all or a portion of any U.S. Protective Advance outstanding. The Canadian Administrative Agent may by notice given not later than 12:00 p.m., Toronto time, on any Business Day require the Canadian Revolving Lenders to acquire participations on such Business Day in all or a portion of any Canadian Protective Advance outstanding. Each such notice shall specify the aggregate principal amount of the Protective Advance in which the Lenders will be required to participate, the currency thereof and each Lender's Applicable Percentage of such Protective Advance. Each Lender hereby absolutely and unconditionally agrees to pay, upon receipt of notice as provided above, to the Administrative Agent such Lender's Applicable Percentage of each such Protective Advance. Each Lender acknowledges and agrees that its obligation to acquire participations in Protective Advances pursuant to this paragraph is absolute and unconditional and shall not be affected by any circumstance whatsoever, including nonsatisfaction of any of the conditions precedent set forth in Section 4.02, the occurrence and continuance of a Default or any reduction or termination of the Revolving Commitments, and that each such payment shall be made without any offset, abatement, withholding or reduction whatsoever. Each Lender shall comply with its obligation under this paragraph by wire transfer of immediately available funds, in the same manner as provided in Section 2.07 with respect to Revolving Loans made by such Lender (and Section 2.07 shall apply, mutatis mutandis, to the payment obligations of the Lenders pursuant to this paragraph). From and after the date, if any, on which any Lender has paid in full for its participation in any Protective Advance purchased hereunder, the Applicable Administrative Agent shall promptly distribute to such Lender its Applicable Percentage of all payments of principal and interest and all proceeds of Collateral received by the Applicable Administrative Agent in respect of such Protective Advance; provided that any such payment or proceeds so distributed shall be repaid to the Applicable Administrative Agent if and to the extent such payment or proceeds is required to be refunded to the applicable Borrower(s) for any reason. The purchase of participations in any Protective Advance pursuant to this paragraph shall not constitute a Loan and shall not relieve the Borrowers of their respective obligations to repay such Protective Advance.

SECTION 2.05 Swingline Loans and Overadvances.

(a) The Administrative Agent, the U.S. Swingline Lender and the U.S. Revolving Lenders agree that in order to facilitate the administration of this Agreement and the other Loan Documents, promptly after the Borrower Representative requests an ABR Revolving Borrowing under the U.S. Facility, the Swingline Lender may, in its discretion, elect to have the terms of this Section 2.05(a) apply to such Borrowing Request by advancing, on behalf of the U.S. Revolving Lenders and in the amount and on the date requested, same day funds to the U.S. Borrowers to the Funding Account(s) (each such Loan made solely by the U.S. Swingline Lender pursuant to this Section 2.05(a) is referred to in this Agreement as a "U.S. Swingline Loan"), with settlement among the U.S. Swingline Lender and the other U.S. Revolving Lenders as to the U.S. Swingline Loans to take place on a periodic basis as set forth in Section 2.05(d). Each U.S. Swingline Loan shall be subject to all the terms and conditions applicable to other ABR Loans funded by the U.S. Revolving Lenders, except that all payments thereon shall be payable to the U.S. Swingline Lender solely for its own account. The Administrative Agent, the Canadian Swingline Lender and the Canadian Revolving Lenders agree that in order to facilitate the administration of this Agreement and the other Loan Documents, promptly after the Borrower Representative requests an ABR Revolving

Borrowing or Canadian Prime Rate Borrowing under the Canadian Facility, the Canadian Swingline Lender may, in its discretion, elect to have the terms of this Section 2.05(a) apply to such Borrowing Request by advancing, on behalf of the Canadian Revolving Lenders and in the amount and on the date requested, same day funds to the Canadian Borrower to the Funding Account(s) (each such Loan made solely by the Canadian Swingline Lender pursuant to this Section 2.05(a) is referred to in this Agreement as a “Canadian Swingline Loan”), with settlement among the Canadian Swingline Lender and the Canadian Revolving Lenders as to the Canadian Swingline Loans to take place on a periodic basis as set forth in Section 2.05(d). Each Canadian Swingline Loan shall be subject to all the terms and conditions applicable to other ABR Loans or Canadian Prime Rate Loans funded by the Canadian Revolving Lenders, except that all payments thereon shall be payable to the Canadian Swingline Lender solely for its own account. The aggregate Dollar Equivalent of U.S. Swingline Loans outstanding at any time shall not exceed 10% of the aggregate U.S. Commitment in effect at such time. The aggregate Dollar Equivalent of Canadian Swingline Loans outstanding at any time shall not exceed 10% of the aggregate Canadian Commitment in effect at such time. No Swingline Lender shall make any Swingline Loan if the requested Swingline Loan would not comply with the Revolving Exposure Limitations. All Swingline Loans denominated in dollars shall be ABR Borrowings and all Canadian Swingline Loans denominated in Canadian Dollars shall be Canadian Prime Rate Loans.

(b) Any provision of this Agreement to the contrary notwithstanding, at the request of the Borrower Representative, the Administrative Agent may in its sole discretion (but shall have absolutely no obligation) make (i) in the case of the Administrative Agent, Loans to the U.S. Borrowers in Dollars on behalf of the U.S. Revolving Lenders (each such Loan, a “U.S. Overadvance”) or (ii) in the case of the Canadian Administrative Agent, Loans to the Canadian Borrower or the U.S. Borrowers in Canadian Dollars or Dollars on behalf of the Canadian Revolving Lenders (each such Loan, a “Canadian Overadvance”); provided that (1) the aggregate amount of outstanding U.S. Overadvances shall not, at any time, exceed (x) 5% of the total U.S. Commitment then in effect or (y) when aggregated with the aggregate outstanding amount of U.S. Protective Advances then outstanding, 7.5% of the total U.S. Commitment then in effect; provided further that no U.S. Overadvance shall be made if after giving effect thereto, the sum of any Lender’s U.S. Credit Exposure and Prepetition U.S. Credit Exposure shall exceed such Lender’s U.S. Commitment; and (2) the aggregate Dollar Equivalent of outstanding Canadian Overadvances shall not, at any time, exceed (x) 5% of the total Canadian Commitment then in effect or (y) when aggregated with the aggregate Dollar Equivalent of Canadian Protective Advances shall not at any time exceed 7.5% of the Canadian Commitment then in effect; provided further that no Canadian Overadvance shall be made if after giving effect thereto, the sum of any Lender’s Canadian Credit Exposure and Prepetition Canadian Credit Exposure shall exceed such Lender’s Canadian Commitment. Overadvances may be made even if the conditions precedent set forth in Section 4.02 have not been satisfied. All Overadvances denominated in dollars shall be ABR Borrowings and all Canadian Overadvances denominated in Canadian Dollars shall be Canadian Prime Rate Loans. The applicable Borrowers shall be required to repay each Overadvance no later than the 30th day after the date of the making thereof. The Applicable Administrative Agent’s authorization to make Overadvances may be revoked at any time by the Required Lenders. Any such revocation must be in writing and shall become effective prospectively upon the Administrative Agent’s receipt thereof.

(c) The U.S. Swingline Lender and the Administrative Agent may by notice given not later than 12:00 p.m., New York City time, on any Business Day require the U.S. Revolving Lenders to acquire participations on such Business Day in all or a portion of any U.S. Swingline Loan or U.S. Overadvance, respectively, outstanding. The Canadian Administrative Agent may by notice given not later than 12:00 p.m. Toronto time, on any Business Day require the Canadian Revolving Lenders to acquire participations on such Business Day in all or a portion of any Canadian Swingline Loan and Canadian Overadvance outstanding. Each such notice shall specify the aggregate principal amount of the Swingline Loan or Overadvance, respectively, in which the Lenders will be required to participate, including the currency

thereof, and each Lender's Applicable Percentage of such Swingline Loan or Overadvance. Each Lender hereby absolutely and unconditionally agrees to pay, upon receipt of notice as provided above, to the Administrative Agent, for the account of the applicable Swingline Lender or the account of the Applicable Administrative Agent, as applicable, such Lender's Applicable Percentage of such Swingline Loan or Overadvance. Each Lender acknowledges and agrees that its obligation to acquire participations in Swingline Loans and Overadvances pursuant to this paragraph is absolute and unconditional and shall not be affected by any circumstance whatsoever, including nonsatisfaction of any of the conditions precedent set forth in Section 4.02, the occurrence and continuance of a Default or any reduction or termination of the Revolving Commitments, and that each such payment shall be made without any offset, abatement, withholding or reduction whatsoever. Each Lender shall comply with its obligation under this paragraph by wire transfer of immediately available funds, in the same manner as provided in Section 2.07 with respect to Revolving Loans made by such Lender (and Section 2.07 shall apply, mutatis mutandis, to the payment obligations of the Lenders pursuant to this paragraph). From and after the date, if any, on which any Lender has paid in full for its participation in any Swingline Loan or Overadvance purchased hereunder, the applicable Swingline Lender or the Applicable Administrative Agent, as applicable, shall promptly distribute to such Lender its Applicable Percentage of all payments of principal and interest and all proceeds of Collateral received by the Swingline Lender or the Applicable Administrative Agent, as applicable, in respect of such Swingline Loan or Overadvance; provided that any such payment or proceeds so distributed shall be repaid to the Swingline Lender or the Applicable Administrative Agent, as applicable, if and to the extent such payment or proceeds is required to be refunded to the applicable Borrowers for any reason. The purchase of participation in any Swingline Loan or Overadvance pursuant to this paragraph shall not constitute a Loan and shall not relieve the applicable Borrowers of their obligation to repay such Swingline Loan or Overadvance.

(d) The Applicable Administrative Agent, on behalf of each Swingline Lender, shall request settlement (a "Settlement") with the Revolving Lenders on at least a weekly basis or on any earlier date that the Administrative Agent elects, by notifying the applicable Revolving Lenders of such requested Settlement by electronic transmission, telephone, or e-mail no later than 1:00 p.m., New York City time, on the date of such requested Settlement (the "Settlement Date"). Each Revolving Lender (other than the applicable Swingline Lender) shall transfer the amount of such Lender's Applicable Percentage of the outstanding principal amount of the applicable Swingline Loan in the currency in which such Swingline Loan is denominated with respect to which Settlement is requested to the Applicable Administrative Agent, to such account of the Applicable Administrative Agent as the Administrative Agent may designate, not later than 3:00 p.m., New York City time, on such Settlement Date. Settlements may occur during the existence of a Default and whether or not the applicable conditions precedent set forth in Section 4.02 have then been satisfied. Such amounts transferred to the Administrative Agent shall be applied against the amounts of the Swingline Lender's Swingline Loans and, together with Swingline Lender's Applicable Percentage of such Swingline Loan, shall constitute Revolving Loans of such Lenders, respectively. If any such amount is not transferred to the Administrative Agent by any Revolving Lender on such Settlement Date, the Swingline Lender shall be entitled to recover such amount on demand from such Lender together with interest thereon as specified in Section 2.07.

SECTION 2.06 Letters of Credit.

(a) General. Subject to the terms and conditions set forth herein, the Borrower Representative may request the issuance of Letters of Credit denominated in Dollars or an LC Alternative Currency (in the case of U.S. Letters of Credit) for the account of the U.S. Borrowers or Letters of Credit denominated in Dollars, Canadian Dollars or an LC Alternative Currency (in the case of any Canadian Letter of Credit) for the account of the U.S. Borrowers or the Canadian Borrower, in a form reasonably acceptable to the Applicable Administrative Agent and the applicable Issuing Bank, at any time and from time to time during the Availability Period. In the event of any inconsistency between the terms and conditions of this

Agreement and the terms and conditions of any form of letter of credit application or other agreement submitted by any Borrower to, or entered into by any Borrower with, an Issuing Bank relating to any Letter of Credit, the terms and conditions of this Agreement shall control. For the avoidance of doubt, subject to Section 2.06(n) any Letter of Credit hereunder for the account of the U.S. Borrowers or the Canadian Borrower may be for the benefit of any Subsidiary whether or not a U.S. Borrower or a Canadian Borrower.

(b) Notice of Issuance, Amendment, Renewal, Extension; Certain Conditions. To request the issuance of a Letter of Credit or the amendment, renewal or extension of an outstanding Letter of Credit (other than an automatic renewal permitted pursuant to paragraph (c) of this Section), the Borrower Representative shall deliver by hand or electronic transmission (or transmit by electronic communication, if arrangements for doing so have been approved by the recipient) to the applicable Issuing Bank and the Applicable Administrative Agent (reasonably in advance of the requested date of issuance, amendment, renewal or extension) a notice requesting the issuance of a Letter of Credit, or identifying the Letter of Credit to be amended, renewed or extended, specifying whether such Letter of Credit is a U.S. Letter of Credit or a Canadian Letter of Credit, the Borrower(s) for whose account such Letter of Credit is to be issued, and specifying the date of issuance, amendment, renewal or extension (which shall be a Business Day), the date on which such Letter of Credit is to expire (which shall comply with paragraph (c) of this Section), the amount of such Letter of Credit, the currency in which such Letter of Credit will be denominated (which (x) shall be Dollars in the case of U.S. Letters of Credit and (y) shall be Dollars, Canadian Dollars or any LC Alternative Currency in the case of Canadian Letters of Credit) the name and address of the beneficiary thereof and such other information as shall be necessary to prepare, amend, renew or extend such Letter of Credit. If requested by the applicable Issuing Bank, the Borrower Representative also shall submit a letter of credit application on such Issuing Bank's standard form in connection with any request for a Letter of Credit. A Letter of Credit shall be issued, amended, renewed or extended only if (and upon issuance, amendment, renewal or extension of each Letter of Credit the Borrowers shall be deemed to represent and warrant that), after giving effect to such issuance, amendment, renewal or extension (i) the total U.S. LC Exposure shall not exceed \$135,000,000 and the total Canadian LC Exposure shall not exceed \$15,000,000, (ii) the total U.S. Standby LC Exposure shall not exceed \$70,000,000 and the total Canadian Standby LC Exposure shall not exceed \$5,000,000 and (iii) the Revolving Exposure Limitations shall be complied with.

(c) Expiration Date. Each Letter of Credit shall expire at or prior to the close of business on the earlier of (i) the date one year after the date of the issuance of such Letter of Credit (or, in the case of any renewal or extension thereof, one year after such renewal or extension) and (ii) the date that is five (5) Business Days prior to the date set forth in clause (i) of the definition of "Maturity Date". Any Letter of Credit may provide by its terms that it may be automatically extended for additional successive one year periods on terms reasonably acceptable to the applicable Issuing Bank. Any Letter of Credit providing for automatic extension shall be extended upon the then current expiration date without any further action by any Person unless the applicable Issuing Bank shall have given notice to the applicable beneficiary (with a copy to the applicable Borrower) of the election by such Issuing Bank not to extend such Letter of Credit, such notice to be given not fewer than 30 days prior to the then current expiration date of such Letter of Credit; provided that no Letter of Credit may be extended automatically or otherwise beyond the date that is five (5) Business Days prior to the date set forth in clause (i) of the definition of "Maturity Date".

(d) Participations. By the issuance of a Letter of Credit (or an amendment to a Letter of Credit increasing the amount thereof) under any Facility and without any further action on the part of the applicable Issuing Bank or the Lenders under such Facility, such Issuing Bank hereby grants to each Lender under such Facility, and each Lender under such Facility hereby acquires from such Issuing Bank, a participation in such Letter of Credit equal to such Lender's Applicable Percentage of the aggregate amount available to be drawn under such Letter of Credit. In consideration and in furtherance of the foregoing, (i) with respect to each U.S. Letter of Credit, each U.S. Revolving Lender hereby absolutely and unconditionally agrees to

pay in Dollars to the Administrative Agent, and (ii) with respect to any Canadian Letters of Credit, each applicable Canadian Revolving Lender hereby absolutely and unconditionally promises to pay, in Dollars, to the Canadian Administrative Agent, in each case for the account of the applicable Issuing Bank, such Lender's Applicable Percentage of the Dollar Equivalent of each LC Disbursement made by such Issuing Bank and not reimbursed by the applicable Borrower(s) on the date due as provided in paragraph (e) of this Section, or of any reimbursement payment required to be refunded to such Borrower(s) for any reason. Each Lender acknowledges and agrees that its obligation to acquire participations pursuant to this paragraph in respect of Letters of Credit is absolute and unconditional and shall not be affected by any circumstance whatsoever, including any amendment, renewal or extension of any Letter of Credit or the occurrence and continuance of a Default, reduction or termination of the Revolving Commitments or any force majeure or other event that under any rule of law or uniform practices to which any Letter of Credit is subject (including Section 3.14 of ISP 98 or any successor publication of the International Chamber of Commerce) permits a drawing to be made under such Letter of Credit after the expiration thereof or of the Revolving Commitments, and that each such payment shall be made without any offset, abatement, withholding or reduction whatsoever.

(e) Reimbursement. If an Issuing Bank shall make any LC Disbursement in respect of a Letter of Credit, the applicable Borrower(s) shall, following notice of such LC Disbursement to the Borrower Representative, reimburse such LC Disbursement by paying to the Applicable Administrative Agent in Dollars an amount equal to the Dollar Equivalent of such LC Disbursement not later than 2:00 p.m., New York City time, on the date that such LC Disbursement is made, if the Borrower Representative shall have received notice of such LC Disbursement prior to 10:00 a.m., New York City time, on such date, or, if such notice has not been received by the Borrower Representative prior to such time on such date, then not later than 2:00 p.m., New York City time, on (i) the Business Day that the Borrower Representative receives such notice, if such notice is received prior to 10:00 a.m., New York City time, on the day of receipt, or (ii) the Business Day immediately following the Business Day that the Borrower Representative receives such notice, if such notice is not received prior to such time on the day of receipt; provided that the Borrowers may, subject to the conditions to borrowing set forth herein, request in accordance with Section 2.03 that such payment be financed with an ABR Revolving Borrowing in an equivalent amount and, to the extent so financed, the applicable Borrower(s)' obligation to make such payment shall be discharged and replaced by the resulting ABR Revolving Borrowing, or, if the applicable Swingline Lender shall have elected to apply the terms of Section 2.05(a) to such requested Borrowing, the resulting Swingline Loan. If the applicable Borrower(s) fail to make such payment when due, the Applicable Administrative Agent shall notify each applicable Lender of the Dollar Equivalent of the applicable LC Disbursement, the payment then due from the applicable Borrower(s) in respect thereof and such Revolving Lender's Applicable Percentage thereof. Promptly following receipt of such notice, each applicable Revolving Lender shall pay to the Applicable Administrative Agent in Dollars its Applicable Percentage of the payment then due from the applicable Borrower(s), in the same manner as provided in Section 2.07 with respect to Loans made by such Lender (and Section 2.07 shall apply, mutatis mutandis, to the payment obligations of the Lenders), and the Applicable Administrative Agent shall promptly pay to such Issuing Bank the amounts so received by it from the applicable Revolving Lenders. Promptly following receipt by the Applicable Administrative Agent of any payment from the Borrower(s) pursuant to this paragraph, the Applicable Administrative Agent shall distribute such payment to the applicable Issuing Bank or, to the extent that any Revolving Lender has made payments pursuant to this paragraph to reimburse such Issuing Bank, then to each such Revolving Lender and such Issuing Bank as their interests may appear. Any payment made by a Revolving Lender pursuant to this paragraph to reimburse an Issuing Bank for any LC Disbursement (other than the funding of ABR Revolving Loans or a Swingline Loan as contemplated above) shall not constitute a Loan and shall not relieve the applicable Borrower(s) of their obligation to reimburse such LC Disbursement.

(f) Obligations Absolute. The Borrowers' obligations to reimburse LC Disbursements as provided in paragraph (e) of this Section is absolute, unconditional and irrevocable, and shall be performed

strictly in accordance with the terms of this Agreement under any and all circumstances whatsoever and irrespective of (i) any lack of validity or enforceability of any Letter of Credit or this Agreement, or any term or provision therein, (ii) any draft or other document presented under a Letter of Credit proving to be forged, fraudulent or invalid in any respect or any statement therein being untrue or inaccurate in any respect, (iii) payment by any Issuing Bank under a Letter of Credit against presentation of a draft or other document that does not substantially comply with the terms of such Letter of Credit, (iv) any force majeure or other event that under any rule of law or uniform practices to which any Letter of Credit is subject (including Section 3.14 of ISP 98 or any successor publication of the International Chamber of Commerce) permits a drawing to be made under such Letter of Credit after the stated expiration date thereof or of the Revolving Commitments or (v) any other event or circumstance whatsoever, whether or not similar to any of the foregoing, that might, but for the provisions of this paragraph, constitute a legal or equitable discharge of, or provide a right of setoff against, the Borrowers' obligations hereunder. No Lender Party, nor any of their Related Parties, shall have any liability or responsibility by reason of or in connection with the issuance or transfer of any Letter of Credit or any payment or failure to make any payment thereunder (irrespective of any of the circumstances referred to in the preceding sentence), or any error, omission, interruption, loss or delay in transmission or delivery of any draft, notice or other communication under or relating to any Letter of Credit (including any document required to make a drawing thereunder), any error in interpretation of technical terms or any other act, failure to act or other event or circumstance; provided that the foregoing shall not be construed to excuse any Issuing Bank from liability to the applicable Borrower(s) to the extent of any direct damages (as opposed to special, indirect, consequential or punitive damages, claims in respect of which are hereby waived by the Borrowers to the extent permitted by applicable law) suffered by such Borrower(s) that are caused by such Issuing Bank's failure to exercise care when determining whether drafts and other documents presented under a Letter of Credit comply with the terms thereof. The parties hereto expressly agree that, in the absence of bad faith, gross negligence or willful misconduct on the part of an Issuing Bank (with such absence to be presumed unless otherwise determined by a court of competent jurisdiction in a final and nonappealable judgment), such Issuing Bank shall be deemed to have exercised care in each such determination. In furtherance of the foregoing and without limiting the generality thereof, the parties agree that, with respect to documents presented which appear on their face to be in substantial compliance with the terms of a Letter of Credit, an Issuing Bank may, in its sole discretion, either accept and make payment upon such documents without responsibility for further investigation, regardless of any notice or information to the contrary, or refuse to accept and make payment upon such documents if such documents are not in strict compliance with the terms of such Letter of Credit.

(g) Disbursement Procedures. Each Issuing Bank shall, promptly following its receipt thereof, examine all documents purporting to represent a demand for payment under a Letter of Credit. Each Issuing Bank shall promptly notify the Applicable Administrative Agent and the Borrower Representative by telephone (confirmed by electronic transmission) of such demand for payment and whether such Issuing Bank has made or will make an LC Disbursement thereunder; provided that any failure to give or delay in giving such notice shall not relieve the Borrowers of their obligation to reimburse such Issuing Bank and the applicable Revolving Lenders with respect to any such LC Disbursement.

(h) Interim Interest. If any Issuing Bank shall make any LC Disbursement, then, unless the applicable Borrower(s) shall reimburse such LC Disbursement in full in cash on the date such LC Disbursement is made, the unpaid Dollar Equivalent thereof shall bear interest, for each day from and including the date such LC Disbursement is made to but excluding the date that such Borrower(s) reimburse such LC Disbursement in full in cash, at the rate per annum then applicable to Canadian Prime Rate Revolving Loans (if the LC Disbursement is in Cdn\$) or ABR Revolving Loans (if the LC Disbursement is in US\$); provided that, if the Borrowers fail to reimburse such LC Disbursement when due pursuant to paragraph (e) of this Section, then Section 2.13(f) shall apply. Interest accrued pursuant to this paragraph shall be paid to the Applicable Administrative Agent for the account of the applicable Issuing Bank, except that interest accrued on and after the date of payment by any Revolving Lender pursuant to paragraph (e)

of this Section to reimburse the Issuing Bank shall be for the account of such Revolving Lender to the extent of such payment, and shall be payable on demand or, if no demand has been made, on the date on which the applicable Borrower(s) reimburse the applicable LC Disbursement in full in cash.

(i) Replacement of the Issuing Banks. Any Issuing Bank may be replaced at any time by written agreement among the Borrower Representative, the Applicable Administrative Agent, the replaced Issuing Bank and the successor Issuing Bank. The Applicable Administrative Agent shall notify the Lenders of any such replacement of an Issuing Bank. At the time any such replacement shall become effective, the applicable Borrower(s) shall pay all unpaid fees accrued for the account of the replaced Issuing Bank pursuant to Section 2.12(b). From and after the effective date of any such replacement, (i) the successor Issuing Bank shall have all the rights and obligations of an Issuing Bank under this Agreement with respect to Letters of Credit to be issued thereafter and (ii) references herein to the term "Issuing Bank" shall be deemed to refer to such successor or to any previous Issuing Bank, or to such successor and all previous Issuing Banks, as the context shall require. After the replacement of an Issuing Bank hereunder, the replaced Issuing Bank shall remain a party hereto and shall continue to have all the rights and obligations of an Issuing Bank under this Agreement with respect to Letters of Credit issued by it prior to such replacement, but shall not be required to issue additional Letters of Credit.

(j) Cash Collateralization. If any Event of Default shall occur and be continuing, on the Business Day that the Borrower Representative receives notice from the Administrative Agent or the Required Lenders demanding the deposit of cash collateral pursuant to this paragraph, (i) the Borrowers shall deposit in an account with the Administrative Agent, in the name of the Administrative Agent and for the benefit of the Revolving Lenders (the "U.S. LC Collateral Account"), an amount in cash in the currencies in which such LC Exposure is denominated equal to 103% of the LC Exposure in respect of Letters of Credit issued for the account of the U.S. Borrowers as of such date plus accrued and unpaid interest thereon and (ii) the Canadian Borrower shall deposit in an account with the Administrative Agent, in the name of the Administrative Agent and for the benefit of the Canadian Lenders (the "Canadian LC Collateral Account"), an amount in the currencies in which such LC Exposure is denominated equal to 103% of the LC Exposure in respect of Letters of Credit issued for the account of the Canadian Borrower as of such date plus accrued and unpaid interest thereon as of such date plus accrued and unpaid interest thereon. Such deposits, (A) if made into the U.S. LC Collateral Account shall be held by the Administrative Agent as collateral for the payment and performance of the U.S. Obligations arising from LC Exposure in respect of Letters of Credit issued for the account of the U.S. Borrowers and (B) if made into the Canadian LC Collateral Account shall be held by the Administrative Agent as collateral for the payment and performance of the Canadian Obligations arising from LC Exposure in respect of Letters of Credit issues for the account of the Canadian Borrower, in each case, as further set forth in the applicable Collateral Documents. The Administrative Agent shall have exclusive dominion and control, including the exclusive right of withdrawal, over such accounts. Other than any interest earned on the investment of such deposits, which investments shall be made at the option and sole discretion of the Administrative Agent and at the applicable Borrower(s)' risk and expense, such deposits shall not bear interest. Interest or profits, if any, on such investments shall accumulate in such account. Moneys in each such account shall, notwithstanding anything to the contrary herein or in the Collateral Documents, be applied by the Administrative Agent to reimburse the applicable Issuing Banks for LC Disbursements for which they have not been reimbursed and, to the extent not so applied, shall be held for the satisfaction of the reimbursement obligations of the applicable Borrower(s) for the LC Exposure in respect of Letters of Credit issued for the account of such Borrower(s) at such time or, if the maturity of the Loans has been accelerated (but subject to the consent of Required Lenders), be applied, in the case of moneys in the U.S. LC Collateral Account, to satisfy the Secured Obligation or, in the case of moneys in the Canadian LC Collateral Account, to satisfy the Canadian Secured Obligations, be applied to satisfy other Secured Obligations (but subject to, in the case of any such application at a time when any Lender is a Defaulting Lender (but only if, after giving effect thereto, the remaining cash collateral shall be less than the aggregate LC Exposure of all the Defaulting Lenders that

has not been reallocated to non-Defaulting Lenders pursuant to Section 2.20), the consent of each Issuing Bank). If any Borrower is required to provide an amount of cash collateral hereunder as a result of the occurrence of an Event of Default, such amount (to the extent not applied as aforesaid) shall be returned to such Borrower within three (3) Business Days after all Events of Default have been cured or waived.

(k) Existing Letters of Credit. Each Existing Letter of Credit that is (i) a Canadian Letter of Credit (as defined in the Prepetition Credit Agreement) shall constitute a “Canadian Letter of Credit” for all purposes of this Agreement and shall be deemed issued under this Agreement on the Effective Date and (ii) a U.S. Letter of Credit (as defined in the Prepetition Credit Agreement) shall constitute a “U.S. Letter of Credit” for all purposes of this Agreement and shall be deemed issued under this Agreement on the Effective Date. All (i) Canadian LC Exposure (as defined in the Prepetition Credit Agreement) shall constitute “Canadian LC Exposure” for all purposes of this Agreement and (ii) U.S. LC Exposure (as defined in the Prepetition Credit Agreement) shall constitute “U.S. LC Exposure” for all purposes of this Agreement, and, in each case, no issuance or similar fees (as distinguished from ongoing participation or fronting fees) will be required in connection with the deemed issuance of the Existing Letters of Credit on the Effective Date.

(l) Issuing Bank Reports to the Administrative Agent. Unless otherwise agreed by the Applicable Administrative Agent, each Issuing Bank shall, in addition to its notification obligations set forth elsewhere in this Section, report in writing to the Applicable Administrative Agent (i) periodic activity (for such period or recurrent periods as shall be requested by the Applicable Administrative Agent) in respect of Letters of Credit issued by such Issuing Bank, including all issuances, extensions, amendments and renewals, all expirations and cancelations and all disbursements and reimbursements, (ii) reasonably prior to the time that such Issuing Bank issues, amends, renews or extends any Letter of Credit, the date of such issuance, amendment, renewal or extension, and the stated amount and currency of the Letters of Credit issued, amended, renewed or extended by it and outstanding after giving effect to such issuance, amendment, renewal or extension (and whether the amounts thereof shall have changed), (iii) on each Business Day on which such Issuing Bank makes any LC Disbursement, the date and amount and currency of such LC Disbursement, (iv) on any Business Day on which the applicable Borrower(s) fail to reimburse an LC Disbursement required to be reimbursed to such Issuing Bank on such day, the date of such failure and the amount due and (v) on any other Business Day, such other information as the Applicable Administrative Agent shall reasonably request as to the Letters of Credit issued by such Issuing Bank.

(m) LC Exposure Determination. For all purposes of this Agreement, the amount of a Letter of Credit that, by its terms or the terms of any document related thereto, provides for one or more automatic increases in the stated amount thereof shall be deemed to be the maximum stated amount of such Letter of Credit after giving effect to all such increases, whether or not such maximum stated amount is in effect at the time of determination.

(n) Letters of Credit Issued for Subsidiaries. Notwithstanding that a Letter of Credit issued or outstanding hereunder is in support of any obligations of, or is for the account of, a Subsidiary, the U.S. Borrowers (in the case of a Letter of Credit issued for the account of the U.S. Borrowers) or the Canadian Borrower (in the case of a Letter of Credit issued for the account of the Canadian Borrower) shall be obligated to reimburse the applicable Issuing Bank hereunder for any and all drawings under such Letter of Credit. Each Borrower hereby acknowledges that the issuance of Letters of Credit requested by such Borrower for the account of Subsidiaries inures to the benefit of such Borrower, and that such Borrower's business derives substantial benefits from the businesses of such Subsidiaries.

SECTION 2.07 Funding of Borrowings.

(a) Each Lender shall make each Revolving Loan to be made by it hereunder on the proposed date thereof by wire transfer of immediately available funds by 1:00 p.m., New York City time, to the account of the Applicable Administrative Agent most recently designated by it for such purpose by notice to the Revolving Lenders. The Applicable Administrative Agent will make such Loans available to the applicable Borrower(s) by promptly crediting the amounts so received, in like funds, to the Funding Account(s); provided that (I) ABR Revolving Loans made to finance the reimbursement of (i) an LC Disbursement as provided in Section 2.06(e) shall be remitted by the Applicable Administrative Agent to the applicable Issuing Bank and (ii) a U.S. Protective Advance or US. Overadvance shall be retained by the Administrative Agent and (II) ABR Loans made to finance the reimbursement of (i) a Canadian LC Disbursement as provided in Section 2.06(f) shall be remitted by the Canadian Administrative Agent to the applicable Canadian Issuing Bank and (ii) a Canadian Protective Advance or Canadian Overadvance shall be retained by the Canadian Administrative Agent.

(b) Unless the Applicable Administrative Agent shall have received notice from a Lender prior to the proposed date of any Revolving Borrowing that such Lender will not make available to the Applicable Administrative Agent such Lender's Applicable Percentage of such Borrowing, the Applicable Administrative Agent may assume that such Lender has made such share available on such date in accordance with paragraph (a) of this Section and may, in reliance on such assumption, make available to the applicable Borrower(s) a corresponding amount. In such event, if a Lender has not in fact made its share of the applicable Borrowing available to the Applicable Administrative Agent, then the applicable Lender and the applicable Borrower(s) severally agree to pay to the Applicable Administrative Agent forthwith on demand such corresponding amount with interest thereon, for each day from and including the date such amount is made available to the applicable Borrower(s) to but excluding the date of payment to the Applicable Administrative Agent, at (i) in the case of a payment to be made by such Lender, the greater of (x) the Federal Funds Effective Rate (in the case of Dollar-denominated amounts) or the Canadian Prime Rate (in the case of Canadian Dollar-denominated amounts) and (y) a rate determined by the Administrative Agent in accordance with banking industry rules on interbank compensation or (ii) in the case of Loans denominated in Dollars, the interest rate applicable to ABR Loans and in the case of Loans denominated in Canadian Dollars, the interest rate applicable to Canadian Prime Rate Loans. If the applicable Borrower(s) and such Lender shall pay such interest to the Administrative Agent for the same or an overlapping period, the Administrative Agent shall promptly remit to the applicable Borrower(s) the amount of such interest paid by the Borrowers for such period. If such Lender pays such amount to the Applicable Administrative Agent, then such amount shall constitute such Lender's Revolving Loan included in such Borrowing. Any payment by any Borrower(s) pursuant to this paragraph (b) shall be without prejudice to any claim such Borrower(s) may have against a Lender that shall have failed to make such payment to the Applicable Administrative Agent.

SECTION 2.08 Interest Elections.

(a) Each Revolving Borrowing initially shall be of the Type and, in the case of a Eurodollar Revolving Borrowing or CDOR Rate Borrowing, shall have an initial Interest Period as specified in the applicable Borrowing Request or as otherwise provided in Section 2.03. Thereafter, the Borrower Representative may elect to convert such Borrowing to a Borrowing of a different Type or to continue such Borrowing and, in the case of a Eurodollar Revolving Borrowing or CDOR Rate Borrowing, may elect Interest Periods therefor, all as provided in this Section. The Borrower Representative may elect different options with respect to different portions of the affected Borrowing, in which case each such portion shall be allocated ratably among the Lenders holding the Loans comprising such Borrowing, and the Loans comprising each such portion shall be considered a separate Borrowing. This Section shall not apply to Swingline Borrowings, Overadvances or Protective Advances, which may not be converted or continued.

(b) To make an election pursuant to this Section, the Borrower Representative shall notify (i) the Administrative Agent with respect to each U.S. Revolving Borrowing and (ii) the Canadian Administrative Agent (with a copy to the Administrative Agent), with respect to each Canadian Revolving Borrowing, in each case of such election by telephone by the time that a Borrowing Request would be required under Section 2.03 if the Borrowers were requesting a Revolving Borrowing of the Type resulting from such election to be made on the effective date of such election. Each such telephonic Interest Election Request shall be irrevocable and shall be confirmed promptly by hand delivery or electronic transmission to the Administrative Agent (and, in the case of a Canadian Revolving Borrowing, the Canadian Administrative Agent) of an executed written Interest Election Request. Each telephonic and written Interest Election Request shall specify the following information in compliance with Section 2.02:

(i) the Borrowing to which such Interest Election Request applies and, if different options are being elected with respect to different portions thereof, the portions thereof to be allocated to each resulting Borrowing (in which case the information to be specified pursuant to clauses (iii) and (iv) below shall be specified for each resulting Borrowing);

(ii) the effective date of the election made pursuant to such Interest Election Request, which shall be a Business Day;

(iii) whether the resulting Borrowing is to be an ABR Borrowing, a Eurodollar Borrowing, a Canadian Prime Rate Borrowing or a CDOR Rate Borrowing; and

(iv) if the resulting Borrowing is a Eurodollar Borrowing or CDOR Rate Borrowing, the Interest Period to be applicable thereto after giving effect to such election, which shall be a period contemplated by the definition of the term "Interest Period."

If any such Interest Election Request requests a Eurodollar Borrowing or CDOR Rate Borrowing but does not specify an Interest Period, then the Borrowers shall be deemed to have selected an Interest Period of one month's duration, in the case of a Eurodollar Borrowing, or 30 days, in the case of a CDOR Rate Borrowing.

(c) Promptly following receipt of an Interest Election Request in accordance with this Section, the Administrative Agent shall advise each applicable Lender of the details thereof and of such Lender's portion of each resulting Borrowing.

(d) If the Borrower Representative fails to deliver a timely Interest Election Request with respect to a Eurodollar Revolving Borrowing prior to the end of the Interest Period applicable thereto, then, unless such Borrowing is repaid as provided herein, at the end of such Interest Period such Borrowing shall be converted to an ABR Borrowing. If the Borrower Representative fails to deliver a timely Interest Election Request with respect to a CDOR Rate Borrowing prior to the end of the Interest Period applicable thereto, then, unless such Borrowing is repaid as provided herein, at the end of such Interest Period such Borrowing shall be converted to a Canadian Prime Rate Borrowing. Notwithstanding any contrary provision hereof, if an Event of Default has occurred and is continuing and the Administrative Agent, at the request of the Required Lenders, so notifies the Borrower Representative, then, so long as an Event of Default is continuing (i) no outstanding Revolving Borrowing may be converted to or continued as a Eurodollar Borrowing or CDOR Rate Borrowing, (ii) unless repaid, each Eurodollar Revolving Borrowing shall be converted to an ABR Borrowing at the end of the Interest Period applicable thereto and (iii) unless repaid, each CDOR Rate Borrowing shall be converted into a Canadian Prime Rate Borrowing at the end of the Interest Period applicable thereto.

SECTION 2.09 Termination and Reduction of Revolving Commitments; Increase in Revolving Commitments.

(a) Unless previously terminated, the Revolving Commitments shall automatically terminate at 5:00 p.m., New York City time, on the Maturity Date, or any earlier date on which the Revolving Commitments are reduced to zero or otherwise terminated pursuant to the terms hereof.

(b) The Borrower Representative may at any time terminate the Commitments under the U.S. Facility and/or the Canadian Facility upon (i) the payment in full in cash of all outstanding Loans, together with accrued and unpaid interest thereon and on any LC Disbursements, in each case, under the applicable Facility, (ii) the cancellation and return of all outstanding Letters of Credit (or alternatively, with respect to each such Letter of Credit, (x) the furnishing to the Administrative Agent of a cash deposit (or at the discretion of the Administrative Agent a backup standby letter of credit reasonably satisfactory to the Administrative Agent) equal to 103% of the portion of the LC Exposure attributable to all Letters of Credit, as determined by the applicable Issuing Banks) or (y) such other alternative arrangement with respect to any such Letters of Credit that is satisfactory to the Administrative Agent and the Issuing Bank), and such cash deposit shall not be subject to or subordinate to the Carve-Out or the Canadian DIP Charge, (iii) the payment in full in cash of all accrued and unpaid fees owing in respect of such Facility and (iv) the payment in full in cash of all reimbursable expenses and all other Obligations outstanding at such time in respect of such Facility; provided that, upon the termination of the Revolving Commitments pursuant to this clause (b), all obligations of the Administrative Agent and the Lenders to provide the credit facility to the Borrowers described in the Exit Facility Term Sheet and the rights and obligations of the parties hereto under Section 2.23 shall automatically terminate without any further consent or action required by any Person.

(c) The Borrower Representative may from time to time reduce the Commitments under the U.S. Facility and/or the Canadian Facility; provided that (i) each reduction of the Revolving Commitments shall be in an amount that is an integral multiple of \$1,000,000 and not less than \$5,000,000 and (ii) the Borrower Representative shall not reduce the Revolving Commitments under any Facility if, after giving effect to any concurrent prepayment of the Loans in accordance with Section 2.11, the Borrowers would not be in compliance with the Revolving Exposure Limitations.

(d) The Borrower Representative shall notify the Administrative Agent of any election to terminate or reduce the Revolving Commitments under paragraph (b) or (c) of this Section at least three (3) Business Days prior to the effective date of such termination or reduction, specifying such election and the effective date thereof. Promptly following receipt of any such notice, the Administrative Agent shall advise the Revolving Lenders of the contents thereof. Each notice delivered by the Borrower Representative pursuant to this Section shall be irrevocable; provided that a notice of termination of the Revolving Commitments delivered by the Borrower Representative may state that such notice is conditioned upon the effectiveness of other credit facilities, in which case such notice may be revoked by the Borrower Representative (by notice to the Administrative Agent on or prior to specified effective date) if such condition is not satisfied. Any termination or reduction of the Revolving Commitments shall be permanent. Each reduction of the Revolving Commitments under any Facility shall be made ratably among the Lenders under such Facility in accordance with their respective Revolving Commitments thereunder.

SECTION 2.10 Repayment of Loans; Evidence of Debt.

(a) The U.S. Borrowers hereby, jointly and severally, unconditionally promise to pay to (i) the Administrative Agent, for the account of each U.S. Revolving Lender the principal amount of all outstanding U.S. Revolving Loans, (ii) the Canadian Administrative Agent, for the account of each Canadian Revolving Lender the principal amount of all outstanding Canadian Revolving Loans to the U.S.

Borrowers, (iii) the Applicable Administrative Agent the then unpaid amount of each Protective Advance to the U.S. Borrowers and Overadvance to the U.S. Borrowers, (iv) the U.S. Swingline Lender, the principal amount of each U.S. Swingline Loan and (v) the Canadian Swingline Lender, the principal amount of each Canadian Swingline Loan to the U.S. Borrowers, in each case, on the earliest of (A) the Maturity Date, (B) in the case of any Overadvance, the earlier of the 60th day after the date of the making thereof and demand by the Administrative Agent and (C) in the case of any Protective Advance, demand by the Administrative Agent. The Canadian Borrower hereby unconditionally promises to pay to (i) the Canadian Administrative Agent, for the account of each Canadian Revolving Lender the principal amount of all outstanding Canadian Revolving Loans to the Canadian Borrower, (ii) the Canadian Administrative Agent the then unpaid amount of each Canadian Protective Advance to the Canadian Borrower and Canadian Overadvance to the Canadian Borrower and (iii) the Canadian Swingline Lender, the principal amount of each Canadian Swingline Loan to the Canadian Borrower, in each case, on the earliest of (A) the Maturity Date, (B) in the case of any Canadian Overadvance, the 60th day after the date of the making thereof and demand by the Administrative Agent and (C) in the case of any Canadian Protective Advance, demand by the Canadian Administrative Agent.

(b) On each Business Day, the Administrative Agent shall apply all funds credited to a Concentration Account of the Borrowers on such Business Day or the immediately preceding Business Day (at the discretion of the Administrative Agent, whether or not immediately available), first, to prepay the Prepetition Revolving Loans and/or Prepetition Swingline Loans, if any, that may be outstanding in the order and manner provided in the Prepetition Credit Agreement, second, to prepay any U.S. Protective Advances, U.S. Overadvance, Canadian Protective Advances and Canadian Overadvances that may be outstanding, third, to prepay the Revolving Loans, Swingline Loans, Canadian Revolving Loans and Canadian Swingline Loans, fourth to cash collateralize outstanding U.S. LC Exposure and Canadian LC Exposure with respect to U.S. Letters of Credit and Canadian Letters of Credit issued for the account of the Borrowers at such time in accordance with Section 2.06(j), and fifth, as the Borrower Representative may direct.

(c) Each Lender shall maintain in accordance with its usual practice an account or accounts evidencing the indebtedness of the applicable Borrower(s) to such Lender resulting from each Loan made by such Lender to such Borrower(s), including the amounts of principal and interest payable and paid to such Lender from time to time hereunder.

(d) The Administrative Agent shall maintain accounts in which it shall record (i) the amount of each Loan made hereunder to the applicable Borrower(s), the Type thereof and the Interest Period applicable thereto, (ii) the amount of any principal or interest due and payable or to become due and payable from the applicable Borrowers to each Lender hereunder and (iii) the amount of any sum received by the Applicable Administrative Agent hereunder for the account of the Lenders and each Lender's share thereof.

(e) The entries made in the accounts maintained pursuant to paragraph (c) or (d) of this Section shall be prima facie evidence of the existence and amounts of the obligations recorded therein; provided that the failure of any Lender or the Administrative Agent to maintain such accounts or any error therein shall not in any manner affect the obligation of the Borrowers to pay any amounts due hereunder in accordance with the terms of this Agreement.

(f) Any Lender may request that Loans made by it be evidenced by a promissory note. In such event, the applicable Borrowers shall prepare, execute and deliver to such Lender a promissory note payable to the order of such Lender (or, if requested by such Lender, to such Lender and its registered assigns) and in a form approved by the Administrative Agent.

SECTION 2.11 Prepayment of Loans.

(a) The Borrowers shall have the right at any time and from time to time to prepay any Borrowing in whole or in part, subject to prior notice in accordance with paragraph (c) of this Section; *provided* that, any such prepayments shall be applied, first, to the Prepetition Revolving Loans and/or Prepetition Swingline Loans then outstanding (in the order and manner provided in the Prepetition Credit Agreement) and then to the Revolving Loans.

(b) Except to the extent such excess arises from Protective Advances permitted under Section 2.04 or Overadvances permitted under Section 2.05, in the event and on each occasion that the Borrowers are not in compliance with the Revolving Exposure Limitations, the Canadian Borrower and the U.S. Borrowers shall immediately and severally prepay first, the Prepetition Revolving Loans and/or Prepetition Swingline Loans then outstanding (in the order and in the manner provided in the Prepetition Credit Agreement) and, second, the Revolving Loans and/or Swingline Loans (or, if no such Borrowings are outstanding, deposit cash collateral in the LC Collateral Account in accordance with Section 2.06(j)) of such Borrower(s) in an aggregate amount that, after giving effect to such prepayments or cash collateralizations the Borrowers shall be in compliance with the Revolving Exposure Limitations.

(c) Subject to the priority of Liens and application of funds set forth in the Orders with respect to the Collateral that is sold pursuant to an Asset Sale, in the event and on each occasion that (i) any Net Proceeds are received by or on behalf of the Parent or any Subsidiary in respect of any Prepayment Event and (ii) the Loan Parties receive designated “restricted cash” in accordance with the milestones set forth in Section 5.21(e), the Borrowers shall, on each day such Net Proceeds and designated “restricted cash” are received, prepay Borrowings in an amount equal to 100% of such Net Proceeds or such designated “restricted cash” (without a reduction in Revolving Commitments); provided that in the case of a Prepayment Event described in clauses (a), (b) or (d) of the definition thereof, any Net Proceeds in respect of Term Priority Collateral received by the Borrowers as a result of such Prepayment Event shall be applied (A) unless waived in accordance with the Term Credit Agreement or as provided in the Orders, first, to the “Obligations” under and as defined in the Term Credit Agreement, until paid in full, and (B) second, as set forth in Section 2.11(d) below. Notwithstanding the foregoing (except as described in the proviso to the immediately preceding sentence), the Loan Parties or any Subsidiary shall be permitted to reinvest the Net Proceeds of any Prepayment Event described in clauses (a), (b) or (d) of the definition of Prepayment Event with the prior written consent of the Administrative Agent and the Required Lenders (in their sole and absolute discretion).

(d) The Borrower Representative shall notify the Applicable Administrative Agent (and, in the case of prepayment of a Swingline Loan, the applicable Swingline Lender), with a copy to the Administrative Agent in the case of a prepayment of a Canadian Loan, by telephone (confirmed by hand delivery or electronic transmission) of any prepayment hereunder (i) in the case of prepayment of a Eurodollar Revolving Borrowing or CDOR Rate Borrowing, not later than 11:00 a.m., New York City time, three (3) Business Days before the date of prepayment or (ii) in the case of prepayment of an ABR Revolving Borrowing or a Canadian Prime Rate Borrowing, not later than 11:00 a.m., New York City time, on the date of prepayment. Each such notice shall be irrevocable and shall specify the prepayment date and the principal amount of each Borrowing or portion thereof to be prepaid; provided that, if a notice of prepayment is given in connection with a conditional notice of termination of the Revolving Commitments as contemplated by Section 2.09, then such notice of prepayment may be revoked if such notice of termination is revoked in accordance with Section 2.09. Promptly following receipt of any such notice relating to a Revolving Borrowing, the Administrative Agent shall advise the Lenders of the contents thereof. Each partial prepayment of any Revolving Borrowing shall be in an amount that would be permitted in the case of an advance of a Revolving Borrowing of the same Type as provided in Section 2.02. Each prepayment of a Revolving Borrowing shall be applied ratably to the Revolving Loans included

in the prepaid Borrowing. Prepayments shall be accompanied by accrued interest to the extent required by Section 2.13.

(e) Notwithstanding any provisions of this Section 2.11 to the contrary, if any prepayment would otherwise be required to be made pursuant to clause (c) of this Section 2.11, solely as it relates to the portion of such Net Proceeds generated outside of the United States, so long as (x) the applicable local law will not permit or would delay repatriation of such Net Proceeds to the United States or (y) adverse tax consequences (other than de minimis consequences) to the Borrower Representative or any of its Subsidiaries would result from such repatriation, such Net Proceeds so affected shall not be required to be included in the mandatory prepayments referred to in such clause (c), but may be retained by the Borrowers or the applicable Subsidiary for so long, but only so long, as the applicable local law will not permit or would otherwise delay repatriation to the United States.

SECTION 2.12 Fees.

(a) The U.S. Borrowers, jointly and severally, agree to pay to the Administrative Agent for the account of each U.S. Revolving Lender a commitment fee in dollars, which shall accrue at the Applicable Commitment Fee Rate on the daily amount by which such Lender's U.S. Commitment exceeds the amount of such Lender's U.S. Revolving Loans and U.S. LC Exposure during the period from and including the Effective Date to but excluding the date on which the Lenders' U.S. Commitment terminates. The Canadian Borrowers agree to pay to the Canadian Administrative Agent in dollars for the account of each Canadian Revolving Lender a commitment fee, which shall accrue at the Applicable Commitment Fee Rate on the daily amount by which such Lender's Canadian Commitment exceeds the Dollar Equivalent of such Lender's Canadian Revolving Loans and Canadian LC Exposure during the period from and including the Effective Date to but excluding the date on which the Lenders' Canadian Commitment terminates. Accrued commitment fees shall be payable in arrears on the first Business Day of each January, April, July and October, commencing on the first such date to occur after the Effective Date, and on the date on which the Revolving Commitments terminate. All commitment fees shall be computed on the basis of a year of 360 days and shall be payable for the actual number of days elapsed. For purposes of computing commitment fees, the Revolving Commitment of a Lender shall be deemed to be used to the extent of the outstanding Revolving Loans, Swingline Exposure, Protective Advances, Overadvances and LC Exposure of such Lender.

(b) The (i) U.S. Borrowers agree to pay to the Applicable Administrative Agent for the account of each U.S. Revolving Lender a letter of credit fee with respect to its participations in U.S. Letters of Credit and for the account of each Canadian Revolving Lender a letter of credit fee with respect to Canadian Letters of Credit issued for the account of the U.S. Borrowers and (ii) the Canadian Borrower agrees to pay to the Canadian Administrative Agent for the account of each Canadian Revolving Lender a letter of credit fee with respect to its participation in Canadian Letters of Credit issued for the account of the Canadian Borrower which, in each case, shall accrue at the same Applicable Rate used to determine the interest rate applicable to Eurodollar Loans (as in effect from time to time) on the average daily Dollar Equivalent of such Lender's applicable LC Exposure in respect of such Letters of Credit (excluding any portion thereof attributable to unreimbursed LC Disbursements) during the period from and including the Effective Date to but excluding the later of the date on which such Lender's Revolving Commitment terminates and the date on which such Revolving Lender ceases to have any LC Exposure in respect of such Borrower(s)' Letters of Credit. In addition, (x) the U.S. Borrowers, jointly and severally, agrees to pay to each Issuing Bank a fronting fee, which shall accrue at a rate per annum equal to 0.125% of the average daily Dollar Equivalent of the LC Exposure attributable to Letters of Credit issued for the account of the U.S. Borrowers by such Issuing Bank (excluding any portion thereof attributable to unreimbursed LC Disbursements) during the period from and including the Effective Date to but excluding the later of the date of termination of the Revolving Commitments and the date on which there ceases to be any LC Exposure in respect of

Letters of Credit issued for the account of the U.S. Borrowers, as well as such Issuing Bank's standard fees with respect to the issuance, amendment, renewal or extension of any such Letter of Credit or processing of drawings thereunder and (y) the Canadian Borrower agrees to pay to each Issuing Bank a fronting fee, which shall accrue at a rate per annum equal to 0.125% of the average daily Dollar Equivalent of the LC Exposure attributable to Letters of Credit issued for the account of the Canadian Borrower by such Issuing Bank (excluding any portion thereof attributable to unreimbursed LC Disbursements) during the period from and including the Effective Date to but excluding the later of the date of termination of the Revolving Commitments and the date on which there ceases to be any LC Exposure in respect of Letters of Credit issued for the account of the Canadian Borrower, as well as such Issuing Bank's standard fees with respect to the issuance, amendment, renewal or extension of any such Letter of Credit or processing of drawings thereunder. Participation fees and fronting fees accrued through and including the last day of each calendar quarter shall be payable on the first Business Day of each January, April, July and October, commencing on the first such date to occur after the Effective Date; provided that all such fees shall be payable on the date on which the Revolving Commitments terminate and any such fees accruing after the date on which the Revolving Commitments terminate shall be payable on demand. Any other fees payable to the Issuing Banks pursuant to this paragraph shall be payable within 10 days after demand. All participation fees and fronting fees shall be computed on the basis of a year of 360 days and shall be payable for the actual number of days elapsed.

(c) The U.S. Borrowers agree to pay to the fees in the amounts and payable at the times separately agreed upon in the Fee Letters or as otherwise agreed between the Borrowers and the Administrative Agent.

(d) All fees payable hereunder shall be paid on the dates due, in immediately available funds, to the Applicable Administrative Agent (or to the applicable Issuing Bank, in the case of fees payable to it) for distribution, in the case of commitment fees and participation fees, to the Lenders. Fees paid shall not be refundable under any circumstances (absent manifest error in the amount paid).

SECTION 2.13 Interest.

(a) The Loans comprising each ABR Borrowing (including each Swingline Loan, but excluding Protective Advances and Overadvances) shall bear interest at the Alternate Base Rate plus the Applicable Rate.

(b) The Loans comprising each Eurodollar Borrowing shall bear interest at the Adjusted LIBO Rate for the Interest Period in effect for such Borrowing plus the Applicable Rate.

(c) The Loans comprising each Canadian Prime Rate Borrowing shall bear interest at the Canadian Prime Rate plus the Applicable Rate.

(d) The Loans comprising each CDOR Rate Borrowing shall bear interest at the CDOR Rate for the Interest Period in effect for such Borrowing plus the Applicable Rate.

(e) Each (i) U.S. Protective Advance and U.S. Overadvance shall bear interest at the Alternate Base Rate plus the Applicable Rate for ABR Revolving Loans plus 2% per annum and each Canadian Protective Advance and Canadian Overadvance shall bear interest at the Canadian Prime Rate plus the Applicable Rate for Canadian Prime Rate Loans plus 2% per annum.

(f) Notwithstanding the foregoing, during the occurrence and continuance of an Event of Default, (i) all past due amounts in respect of the principal of any Loan shall bear interest at 2% plus the rate otherwise applicable to such Loans as provided in the preceding paragraphs of this Section or (ii) in

the case of any other amount that is past due, such amount shall bear interest at 2% per annum plus the rate applicable to Base Rate Revolving Loans hereunder (or, in the case of amounts denominated in Canadian Dollars, 2% per annum plus the rate applicable to Canadian Prime Rate Loans hereunder).

(g) Accrued interest on each Loan (for ABR Loans and Canadian Prime Rate Loans, accrued through the last day of the prior calendar quarter) shall be payable in arrears on each Interest Payment Date for such Loan and upon termination of the Revolving Commitments; provided that (i) interest accrued pursuant to paragraph (f) of this Section shall be payable on demand, (ii) in the event of any repayment or prepayment of any Loan (other than a prepayment of an ABR Revolving Loan or Canadian Prime Rate Loan prior to the end of the Availability Period), accrued interest on the principal amount repaid or prepaid shall be payable on the date of such repayment or prepayment and (iii) in the event of any conversion of any Eurodollar Revolving Loan or CDOR Rate Loan prior to the end of the current Interest Period therefor, accrued interest on such Loan shall be payable on the effective date of such conversion.

(h) All interest hereunder shall be computed on the basis of a year of 360 days, except that interest computed by reference to the Alternate Base Rate shall be computed on the basis of a year of 365 days (or 366 days in a leap year), and in each case shall be payable for the actual number of days elapsed (including the first day but excluding the last day). The applicable Alternate Base Rate, Adjusted LIBO Rate, the Canadian Prime Rate or the CDOR Rate shall be determined by the Applicable Administrative Agent, and such determination shall be conclusive absent manifest error.

(i) *Interest Act (Canada)*. For purposes of disclosure pursuant to the *Interest Act (Canada)*, the annual rates of interest or fees to which the rates of interest or fees provided in this Agreement and the other Loan Documents (and stated herein or therein, as applicable, to be computed on the basis of 360 days or any other period of time less than a calendar year) are equivalent are the rates so determined multiplied by the actual number of days in the applicable calendar year and divided by 360 or such other period of time, respectively.

(j) *Limitation on Interest*. If any provision of this Agreement or of any of the other Loan Documents would obligate any Loan Party to make any payment of interest or other amount payable to the Lenders in an amount or calculated at a rate which would be prohibited by law or would result in a receipt by the Lenders of interest at a criminal rate (as such terms are construed under the *Criminal Code (Canada)*) then, notwithstanding such provisions, such amount or rate shall be deemed to have been adjusted with retroactive effect to the maximum amount or rate of interest, as the case may be, as would not be so prohibited by law or so result in a receipt by the Lenders of interest at a criminal rate, such adjustment to be effected, to the extent necessary, as follows: (1) firstly, by reducing the amount or rate of interest required to be paid to the Lenders under this Section 2.13, and (2) thereafter, by reducing any fees, commissions, premiums and other amounts required to be paid to the Lenders which would constitute “interest” for purposes of Section 347 of the *Criminal Code (Canada)*. Notwithstanding the foregoing, and after giving effect to all adjustments contemplated thereby, if the Lenders shall have received an amount in excess of the maximum permitted by that section of the *Criminal Code (Canada)*, the Loan Parties shall be entitled, by notice in writing to the Administrative Agent, to obtain reimbursement from the Lenders in an amount equal to such excess and, pending such reimbursement, such amount shall be deemed to be an amount payable by the Lenders to the Borrowers. Any amount or rate of interest referred to in this Section 2.13(j) shall be determined in accordance with generally accepted actuarial practices and principles as an effective annual rate of interest over the term that the applicable Loan remains outstanding on the assumption that any charges, fees or expenses that fall within the meaning of “interest” (as defined in the *Criminal Code (Canada)*) shall, if they relate to a specific period of time, be pro-rated over that period of time and otherwise be pro-rated over the period from the Effective Date to the Maturity Date and, in the event of a dispute, a certificate of a Fellow of the Canadian Institute of Actuaries appointed by the Administrative Agent shall be conclusive for the purposes of such determination.

SECTION 2.14 Alternate Rate of Interest; Illegality. (a) If prior to the commencement of any Interest Period for a Eurodollar Borrowing or CDOR Rate Borrowing:

(i) the Applicable Administrative Agent determines in good faith (which determination shall be conclusive absent manifest error) that adequate and reasonable means do not exist for ascertaining the Adjusted LIBO Rate or the CDOR Rate, as applicable (including, without limitation, by means of an Interpolated Rate or because the LIBO Screen Rate or the CDOR Rate is not available or published on a current basis) for such Interest Period; or

(ii) the Administrative Agent is advised by the Required Lenders that the Adjusted LIBO Rate or the CDOR Rate for such Interest Period will not adequately and fairly reflect the cost to such Lenders (or Lender) of making or maintaining their Loans (or its Loan) included in such Borrowing for such Interest Period;

then the Applicable Administrative Agent shall give notice thereof to the Borrower Representative and the Lenders through the Platform as provided in Section 9.01 as promptly as practicable thereafter and, until the Applicable Administrative Agent notifies the Borrower Representative and the Lenders that the circumstances giving rise to such notice no longer exist (which notification shall be made promptly after the Applicable Administrative Agent obtains knowledge of the cessation of such circumstances), (A) any Interest Election Request that requests the conversion of any Revolving Borrowing to, or continuation of any Revolving Borrowing as, a Eurodollar Borrowing or a CDOR Rate Borrowing shall be ineffective, and any such Revolving Borrowing shall be repaid or converted into an ABR Borrowing or Canadian Prime Rate Borrowing, as applicable, on the last day of the then current Interest Period applicable thereto, and (B) if any Borrowing Request requests a Eurodollar Borrowing or CDOR Rate Borrowing, such Borrowing shall be made as an ABR Borrowing or Canadian Prime Rate Borrowing, respectively.

(b) If any Lender determines that any Requirement of Law has made it unlawful, or if any Governmental Authority has asserted that it is unlawful, for any Lender or its applicable lending office to make, maintain, fund or continue any Eurodollar Borrowing or CDOR Rate Borrowing, or any Governmental Authority has imposed material restrictions on the authority of such Lender to purchase or sell, or to take deposits of, dollars in the London interbank market, then, on notice thereof by such Lender to the Borrowers through the Administrative Agent, any obligations of such Lender to make, maintain, fund or continue Eurodollar Loans or to convert ABR Borrowings to Eurodollar Borrowings or to convert Canadian Prime Rate Borrowings to CDOR Rate Borrowings will be suspended until such Lender notifies the Administrative Agent and the Borrowers that the circumstances giving rise to such determination no longer exist. Upon receipt of such notice, the Borrowers will upon demand from such Lender (with a copy to the Applicable Administrative Agent), either prepay all Eurodollar Borrowings and CDOR Rate Borrowings of such Lender or convert all Eurodollar Borrowings and CDOR Rate Borrowings of such Lender to ABR Borrowings and Canadian Prime Rate Borrowings, respectively, either on the last day of the Interest Period therefor, if such Lender may lawfully continue to maintain such Eurodollar Borrowings or CDOR Rate Borrowings to such day, or immediately, if such Lender may not lawfully continue to maintain such Loans. Upon any such conversion or prepayment, the Borrowers will also pay accrued interest on the amount so converted or prepaid.

(c) If at any time (i) the Administrative Agent determines (which determination shall be conclusive absent manifest error) that the circumstances set forth with respect to the Adjusted LIBO Rate in clause (a)(i) have arisen and such circumstances are unlikely to be temporary or (ii) the circumstances set forth in clause (a)(i) have not arisen but the supervisor for the administrator of the LIBO Screen Rate or a Governmental Authority having jurisdiction over the Administrative Agent has made a public statement identifying a specific date after which the LIBO Screen Rate shall no longer be used for determining interest rates for loans, then the Administrative Agent and the Borrowers (A) shall endeavor to establish an alternate

benchmark rate of interest to the LIBO Rate that gives due consideration to the then prevailing market convention for determining a rate of interest for syndicated loans in the United States at such time (which may include a margin to be applied thereto); provided that, if such alternate rate of interest shall be less than zero, such rate shall be deemed to be zero for the purposes of this Agreement, and (B) shall enter into an amendment to this Agreement, at no cost to the Loan Parties other than the reimbursement of the Administrative Agent's costs and expenses as contemplated by Section 9.03 of this Agreement, to reflect such alternate rate of interest and such other related changes to this Agreement as may be applicable; *provided*, that any such amendment shall meet the standards set forth in Proposed United States Treasury Regulation Section 1.1001-6 or any amended, temporary or final version thereof so as not to be treated as a "modification" (and therefore an exchange) for purpose of United States Treasury Regulation Section 1.1001-3. Notwithstanding anything to the contrary in Section 9.02, such amendment shall become effective without any further action or consent of any other party to this Agreement so long as the Administrative Agent shall not have received, within five (5) Business Days of the date notice of such alternate rate of interest is provided to the Lenders, a written notice from the Required Lenders stating that such Required Lenders object to such amendment. Until an alternate rate of interest shall be determined in accordance with this clause (c) (but, in the case of the circumstances described in clause (ii) of the first sentence of this Section 2.14(c), only to the extent the LIBO Screen Rate for such Interest Period is not available or published at such time on a current basis), (x) any Interest Election Request that requests the conversion of any Revolving Borrowing to, or continuation of any Revolving Borrowing as, a Eurodollar Borrowing shall be ineffective, and (y) if any Borrowing Request requests a Eurodollar Borrowing, such Borrowing shall be made as an ABR Borrowing.

SECTION 2.15 Increased Costs.

(a) If any Change in Law shall:

(i) impose, modify or deem applicable any reserve, special deposit, compulsory loan, insurance charge or similar requirement against assets of, deposits with or for the account of, or credit extended or participated in by, any Lender (except any such reserve requirement reflected in the Adjusted LIBO Rate) or any Issuing Bank;

(ii) impose on any Lender or any Issuing Bank or the London interbank market or Canadian interbank market any other condition, cost or expense (other than Taxes) affecting this Agreement or Eurodollar Loans or CDOR Rate Loans made by such Lender or any Letter of Credit or participation therein; or

(iii) subject any Recipient to any Taxes (other than any (A) Indemnified Taxes or (B) Excluded Taxes) on or with respect to its loans, loan principal, letters of credit, commitments or other obligations, or its deposits, reserves, other liabilities or capital attributable thereto;

and the result of any of the foregoing shall be to increase the cost to such Lender or other Recipient of making, converting to, continuing or maintaining any Loan or of maintaining its obligation to make any such Loan, or to increase the cost to such Lender or other Recipient of participating in, issuing or maintaining any Letter of Credit (or of maintaining its obligation to participate in or to issue any Letter of Credit), or to reduce the amount of any sum received or receivable by such Lender or other Recipient hereunder (whether of principal, interest or any other amount) then, from time to time upon request of such Lender or other Recipient, the applicable Borrower(s) will pay to such Lender or other Recipient, as the case may be, such additional amount or amounts as will compensate such Lender or other Recipient, as the case may be, for such additional costs or expenses incurred or reduction suffered.

(b) If any Lender or any Issuing Bank determines that any Change in Law regarding capital or liquidity requirements has had or would have the effect of reducing the rate of return on such Lender's or such Issuing Bank's capital or on the capital of such Lender's or such Issuing Bank's holding company, if any, as a consequence of this Agreement, the Revolving Commitments of such Lender or the Loans made by, or participations in Letters of Credit or Loans held by, such Lender, or the Letters of Credit issued by such Issuing Bank, to a level below that which such Lender or such Issuing Bank or such Lender's or such Issuing Bank's holding company could have achieved but for such Change in Law (taking into consideration such Lender's or such Issuing Bank's policies and the policies of such Lender's or such Issuing Bank's holding company with respect to capital adequacy or liquidity), then, from time to time upon request of such Lender or such Issuing Bank, the applicable Borrower(s) will pay to such Lender or such Issuing Bank, as the case may be, such additional amount or amounts as will compensate such Lender or such Issuing Bank or such Lender's or such Issuing Bank's holding company for any such reduction suffered.

(c) A certificate of a Lender or an Issuing Bank setting forth the amount or amounts necessary to compensate such Lender or such Issuing Bank or its holding company, as the case may be, as specified in paragraph (a) or (b) of this Section delivered to the Borrower Representative shall be conclusive absent manifest error. The applicable Borrower(s) shall pay such Lender or such Issuing Bank, as the case may be, the amount shown as due on any such certificate within 10 days after receipt thereof.

(d) Failure or delay on the part of any Lender or any Issuing Bank to demand compensation pursuant to this Section shall not constitute a waiver of such Lender's or such Issuing Bank's right to demand such compensation; provided that the Borrowers shall not be required to compensate a Lender or an Issuing Bank pursuant to this Section for any increased costs or expenses incurred or reductions suffered more than 270 days prior to the date that such Lender or such Issuing Bank, as the case may be, notifies the Borrower Representative of the Change in Law giving rise to such increased costs or expenses or reductions and of such Lender's or such Issuing Bank's intention to claim compensation therefor; provided further that, if the Change in Law giving rise to such increased costs or expenses or reductions is retroactive, then the 270-day period referred to above shall be extended to include the period of retroactive effect thereof.

(e) Notwithstanding the above, a Lender will not be entitled to demand compensation for any increased cost or reduction set forth in this Section 2.15 at any time if it is not the general practice and policy of such Lender to demand such compensation from similarly situated borrowers in similar circumstances under agreements containing provisions permitting such compensation to be claimed at such time.

SECTION 2.16 Break Funding Payments. In the event of (a) the payment of any principal of any Eurodollar Loan other than on the last day of an Interest Period applicable thereto (including as a result of an Event of Default), (b) the conversion of any Eurodollar Loan or CDOR Rate Loan other than on the last day of the Interest Period applicable thereto, (c) the failure to borrow, convert, continue or prepay any Eurodollar Loan or CDOR Rate Loan on the date specified in any notice delivered pursuant hereto (regardless of whether such notice may be revoked under Section 2.11(d) and is revoked in accordance therewith), or (d) the assignment of any Eurodollar Loan or CDOR Rate Loan other than on the last day of the Interest Period applicable thereto as a result of a request by the Borrower Representative pursuant to Section 2.19, then, in any such event, the Borrowers shall compensate each Lender for the loss, cost and expense (excluding any loss of margin) attributable to such event. Such loss, cost or expense to any Lender shall be deemed to include an amount determined by such Lender to be the excess, if any, of (i) the amount of interest that would have accrued on the principal amount of such Loan had such event not occurred, at the Adjusted LIBO Rate or CDOR Rate that would have been applicable to such Loan (but not including the Applicable Rate applicable thereto), for the period from the date of such event to the last day of the then current Interest Period therefor (or, in the case of a failure to borrow, convert or continue, for the period

that would have been the Interest Period for such Loan), over (ii) the amount of interest that would accrue on such principal amount for such period at the interest rate such Lender would bid if it were to bid, at the commencement of such period, for dollar deposits of a comparable amount and period from other banks in the London interbank market or CDOR Rate market, as applicable. A certificate of any Lender delivered to the Borrower Representative and setting forth and explaining in reasonable detail any amount or amounts that such Lender is entitled to receive pursuant to this Section shall be conclusive absent manifest error. The applicable Borrower(s) shall pay such Lender the amount shown as due on any such certificate within 30 days after receipt thereof.

SECTION 2.17 Taxes.

(a) Payments Free of Taxes. Any and all payments by or on account of any obligation of any Loan Party under any Loan Document shall be made without deduction or withholding for any Taxes, except as required by applicable law. If any applicable law (as determined in the good faith discretion of an applicable withholding agent) requires the deduction or withholding of any Tax from any such payment by any applicable withholding agent, then the applicable withholding agent shall be entitled to make such deduction or withholding and shall timely pay the full amount deducted or withheld to the relevant Governmental Authority in accordance with applicable law and, if such Tax is an Indemnified Tax, then the sum payable by the applicable Loan Party shall be increased as necessary so that after such deduction or withholding has been made (including such deductions and withholdings applicable to additional sums payable under this Section 2.17) the applicable Lender (or, in the case of payments made to any Administrative Agent for its own account, such Administrative Agent) receives an amount equal to the sum it would have received had no such deduction or withholding been made.

(b) Payment of Other Taxes by the Loan Parties. The Loan Parties shall timely pay to the relevant Governmental Authority in accordance with applicable law, or at the option of the Applicable Administrative Agent, timely reimburse it for the payment of, any Other Taxes.

(c) Evidence of Payment. As soon as practicable after any payment of Taxes by any Loan Party to a Governmental Authority pursuant to this Section 2.17, such Loan Party shall deliver to the Applicable Administrative Agent the original or a certified copy of a receipt issued by such Governmental Authority evidencing such payment, a copy of the return reporting such payment or other evidence of such payment reasonably satisfactory to the Applicable Administrative Agent.

(d) Indemnification by the Loan Parties. The applicable Loan Parties shall jointly and severally indemnify each Recipient, within 10 days after written demand therefor, for the full amount of any Indemnified Taxes (including Indemnified Taxes imposed or asserted on or attributable to amounts payable under this Section 2.17) payable or paid by such Recipient and any reasonable expenses arising therefrom or with respect thereto, whether or not such Indemnified Taxes were correctly or legally imposed or asserted by the relevant Governmental Authority. A certificate as to the amount of such payment or liability delivered to the Borrower Representative by a Lender (with a copy to the Applicable Administrative Agent), or by the Applicable Administrative Agent on its own behalf or on behalf of a Lender, shall be conclusive absent manifest error.

(e) Status of Recipients.

(i) Any Lender that is entitled to an exemption from or reduction of withholding Tax with respect to payments made under any Loan Document shall deliver to the Borrower Representative and the Applicable Administrative Agent, at the time or times reasonably requested by the Borrower Representative or the Applicable Administrative Agent, such properly completed and executed documentation reasonably requested by the Borrower Representative or the

Applicable Administrative Agent as will permit such payments to be made without withholding or at a reduced rate of withholding. In addition, any Lender, if reasonably requested by the Borrower Representative or the Applicable Administrative Agent, shall deliver such other documentation prescribed by applicable law or reasonably requested by the Borrower Representative or the Applicable Administrative Agent as will enable the Borrower Representative or the Applicable Administrative Agent to determine whether or not such Lender is subject to backup withholding or information reporting requirements. Notwithstanding anything to the contrary in the preceding two sentences, the completion, execution and submission of such documentation (other than such documentation set forth in Section 2.17(e)(ii)(A), (ii)(B) and (ii)(D) below) shall not be required if in the Lender's reasonable judgment such completion, execution or submission would subject such Lender to any material unreimbursed cost or expense or would materially prejudice the legal or commercial position of such Lender.

(ii) Without limiting the generality of the foregoing:

(A) any Lender to a U.S. Borrower that is a U.S. Person shall deliver to the Borrower Representative and the Applicable Administrative Agent on or prior to the date on which such Lender becomes a Lender under this Agreement (and from time to time thereafter upon the reasonable request of the Borrower Representative or the Administrative Agent), two executed originals of IRS Form W-9 certifying that such Lender is exempt from U.S. federal backup withholding;

(B) any Foreign Lender to a U.S. Borrower shall deliver to the Borrower Representative and the Applicable Administrative Agent on or prior to the date on which such Foreign Lender becomes a Lender under this Agreement (and from time to time thereafter upon the reasonable request of the Borrower Representative or the Administrative Agent), whichever of the following is applicable (in such number of copies as shall be requested by the recipient):

(1) executed originals of IRS Form W-8BEN or W-8BEN-E (or any successor forms) in the case of a Foreign Lender claiming eligibility for the benefits of an income tax treaty to which the United States is a party;

(2) executed originals of IRS Form W-8ECI (or any successor forms);

(3) in the case of a Foreign Lender claiming the benefits of the exemption for portfolio interest under Section 881(c) of the Code, (x) a certificate substantially in the form of Exhibit I to the effect that such Foreign Lender is not a "bank" within the meaning of Section 881(c)(3)(A) of the Code, a "10 percent shareholder" of any U.S. Borrower within the meaning of Section 881(c)(3)(B) of the Code, or a "controlled foreign corporation" related to any Borrower described in Section 881(c)(3)(C) of the Code and that no payments in connection with any Loan Document are effectively connected with the Foreign Lender's conduct of a U.S. trade or business (a "U.S. Tax Compliance Certificate") and (y) executed originals of IRS Form W-8BEN or W-8BEN-E (or any successor forms); or

(4) to the extent a Foreign Lender is not the beneficial owner (for example, where the Foreign Lender is a partnership or a participating Lender), executed originals of IRS Form W-8IMY (or any successor forms), accompanied by IRS Form W-8ECI, IRS Form W-8BEN or W-8BEN-E, a U.S. Tax Compliance Certificate substantially in the form of Exhibit I, IRS Form W-9, and/or other certification documents from each beneficial owner, as applicable; provided that if the Foreign Lender is a partnership (and not a

participating Lender) and one or more direct or indirect partners of such Foreign Lender are claiming the portfolio interest exemption, such Foreign Lender may provide a U.S. Tax Compliance Certificate substantially in the form of Exhibit I on behalf of each such direct and indirect partner;

(C) any Foreign Lender to a U.S. Borrower shall deliver to the Borrower Representative and the Applicable Administrative Agent (in such number of copies as shall be requested by the recipient) on or prior to the date on which such Foreign Lender becomes a Lender under this Agreement (and from time to time thereafter upon the reasonable request of the Borrower Representative or the Applicable Administrative Agent), executed originals of any other form prescribed by applicable law as a basis for claiming exemption from or a reduction in U.S. federal withholding Tax, duly completed, together with such supplementary documentation as may be prescribed by applicable law to permit the Borrower Representative or the Applicable Administrative Agent to determine the withholding or deduction required to be made; and

(D) if a payment made to a Recipient under any Loan Document would be subject to U.S. federal withholding Tax imposed by FATCA if such Recipient were to fail to comply with the applicable reporting requirements of FATCA (including those contained in Section 1471(b) or 1472(b) of the Code, as applicable), such Recipient shall deliver to the Borrower Representative and the Administrative Agents at the time or times prescribed by law and at such time or times reasonably requested by the Borrower Representative or the Administrative Agents such documentation prescribed by applicable law (including as prescribed by Section 1471(b)(3)(C)(i) of the Code) and such additional documentation reasonably requested by the Borrower Representative or the Administrative Agents as may be necessary for the Borrower Representative and the Administrative Agents to comply with their obligations under FATCA, to determine whether such Recipient has complied with such Recipient's obligations under FATCA and to determine, if any, the amount to deduct and withhold from such payment. Solely for purposes of this clause (D), "FATCA" shall include any amendments made to FATCA after the Effective Date.

(E) Any Lender to the Canadian Borrower shall deliver to the Canadian Borrower and the Canadian Administrative Agent on or prior to the date on which such Lender becomes a Lender under this Agreement (and from time to time thereafter upon the reasonable request of the Canadian Borrower or the Canadian Administrative Agent), (1) two executed originals of IRS Form W-9 certifying that such Lender is exempt from U.S. federal backup withholding or (2) two executed originals of an applicable IRS Form W-8 certifying such Lender's non-U.S. status.

(F) Each Agent that is a U.S. Person, on or before the date on which it (and any successor or replacement Administrative Agent) becomes the Administrative Agent hereunder, shall deliver to the Borrower Representative and the Administrative Agents two executed copies of either (i) IRS Form W-9, or (ii) IRS Form W-8ECI (with respect to any payments to be received on its own behalf) and IRS Form W-8IMY (for all other payments), establishing that the Borrower can make payments to the Administrative Agent without deduction or withholding of any Taxes imposed by the United States, including Taxes imposed under FATCA.

Each Recipient agrees that if any form or certification it previously delivered (including any specific documentation required in this Section 2.17(e) expires or becomes obsolete or inaccurate in any respect, it shall deliver promptly to the Borrower Representative or the Applicable Administrative Agent updated or other appropriate documentation (including any new documentation reasonably request by the Borrower or the Applicable Administrative Agent) or promptly notify the Borrower Representative and the Applicable Administrative Agent in writing of its legal ineligibility to do so.

Each Lender hereby authorizes the Applicable Administrative Agent to deliver to the Loan Parties and to any other successor Applicable Administrative Agent any documentation provided by such Lender pursuant to this Section 2.17(e).

Notwithstanding any other provision of this Section 2.17(e), a Lender shall not be required to deliver any documentation that such Lender is not legally eligible to deliver.

(f) Treatment of Certain Refunds. If any Recipient determines, in its sole discretion exercised in good faith, that it has received a refund of any Indemnified Taxes as to which it has been indemnified pursuant to this Section 2.17 (including by the payment of additional amounts pursuant to this Section 2.17), it shall pay to the indemnifying party an amount equal to such refund (but only to the extent of indemnity payments made under this Section 2.17 with respect to the Taxes giving rise to such refund), net of all out-of-pocket expenses (including Taxes) of such indemnified party and without interest (other than any interest paid by the relevant Governmental Authority with respect to such refund). Such indemnifying party, upon the request of such indemnified party, shall repay to such indemnified party the amount paid over pursuant to this Section 2.17 (plus any penalties, interest or other charges imposed by the relevant Governmental Authority) in the event that such indemnified party is required to repay such refund to such Governmental Authority. Notwithstanding anything to the contrary in this Section 2.17, in no event will the indemnified party be required to pay any amount to an indemnifying party pursuant to this Section 2.17 the payment of which would place the indemnified party in a less favorable net after-Tax position than the indemnified party would have been in if the Tax subject to indemnification and giving rise to such refund had not been deducted, withheld or otherwise imposed and the indemnification payments or additional amounts with respect to such Tax had never been paid. This Section 2.17 shall not be construed to require any indemnified party to make available its Tax returns (or any other information relating to its Taxes that it deems confidential) to any Loan Party or any other Person.

(g) Defined Terms. For the avoidance of doubt, for purposes of this Section 2.17, the term “Lender” includes any Issuing Bank and any Swingline Lender and the term “applicable law” includes FATCA.

(h) For purposes of FATCA, from and after the Effective Date, the Loan Parties and the Administrative Agents shall treat (and the Lenders hereby authorize the Administrative Agents to treat) this Agreement and any Loans made hereunder (including any Loans already outstanding) as not qualifying as “grandfathered obligations” within the meaning of Treasury Regulation Section 1.1471-2(b)(2)(i).

SECTION 2.18 Payments Generally; Allocation of Proceeds; Sharing of Set-offs.

(a) The Borrowers shall make each payment required to be made by them hereunder or under any other Loan Document on or prior to the time expressly required hereunder or under such other Loan Document for such payment or, if no such time is expressly required, on or prior to 2:00 p.m., New York City time, on the date when due, in immediately available funds, without any defense, setoff, recoupment or counterclaim. All payments (i) in respect of any Loan (and interest thereon) shall be made in the same currency in which such Loan was made and (ii) in respect of all fees, in respect of reimbursement of LC Disbursements and in respect of any other amounts payable hereunder or under other Loan Documents shall be paid in Dollars. All such payments in respect of Revolving Loans and LC Exposure under any Facility shall be made and allocated, pro rata in accordance with the respective unpaid principal amounts of such Loans and the LC Exposure of each Lender under such Facility. Any amounts received after such time on any date may, in the discretion of the Administrative Agent, be deemed to have been received on the next succeeding Business Day for purposes of calculating interest thereon. All such payments shall be made to the Administrative Agent at its offices at 10 South Dearborn Street, 22nd Floor, Chicago, Illinois, except that (i) payments required to be made directly to an Issuing Bank or the Swingline Lender shall be so made

and except that payments pursuant to Sections 2.15, 2.16, 2.17 and 9.03 shall be made directly to the Persons entitled thereto and payments pursuant to other Loan Documents shall be made to the Persons specified therein and (ii) payments of Canadian Loans and LC Disbursements or fronting fees that are payable to any Canadian Issuing Bank, shall be made to the Canadian Administrative Agent at its offices at Suite 4500, 66 Wellington St., W. Toronto, ON M5K 1A1 Canada. The Applicable Administrative Agent shall distribute any such payment received by it for the account of any other Person to the appropriate recipient promptly following receipt thereof. If any payment hereunder or under any other Loan Document shall be due on a day that is not a Business Day, the date for payment shall be extended to the next succeeding Business Day and, in the case of any payment accruing interest, interest thereon shall be payable for the period of such extension.

(b) (i) Any proceeds of Collateral received by the Administrative Agent (i) not constituting (A) a specific payment of principal, interest, fees or other sum payable under the Loan Documents (which shall be applied as specified by the Borrower Representative), (B) a mandatory prepayment (which shall be applied in accordance with Section 2.11) or (C) amounts to be applied from a Concentration Account (which shall be applied in accordance with Section 2.10(b)) or (ii) after an Event of Default has occurred and is continuing and the Administrative Agent so elects or the Required Lenders so direct, shall be applied ratably first, to permanently reduce the fees, interest and principal in respect of the Prepetition Lender Obligations then outstanding (if any) constituting fees, interest and principal in accordance with Section 2.18(b) of the Prepetition Credit Agreement, until paid in full in cash, second to permanently reduce the other Prepetition Lender Obligations then outstanding (if any) in accordance with Section 2.18(b) of the Prepetition Credit Agreement until paid in full in cash, third, to pay any fees, indemnities, or expense reimbursements then due to the Administrative Agent, the Canadian Administrative Agent and each Issuing Bank from the Borrowers (other than in connection with Banking Services or Swap Obligations); fourth, to pay any fees or expense reimbursements then due to the Lenders from the Borrowers (other than in connection with Banking Services or Swap Obligations); fifth, to pay interest due in respect of the Protective Advances and Overadvances; sixth, to pay the principal of the Protective Advances and Overadvances; seventh, to pay interest then due and payable on the Loans (other than the Protective Advances and Overadvances) ratably; eighth, to prepay principal on the Loans (other than the Protective Advances and Overadvances) and unreimbursed LC Disbursements ratably; ninth, to deposit in the U.S. LC Collateral Account and the Canadian LC Collateral Account cash collateral (in accordance with 2.06(j)); tenth, to payment of any amounts owing with respect to Banking Services (other than supply chain financing) and Swap Obligations; eleventh, to the payment of any other Secured Obligations due to any Lender Party by the Borrowers; twelfth, to the payment of amounts owing with respect to Banking Services comprising supply chain financing and thirteenth any excess to be returned to Borrower Representative to be used in accordance with the Approved Budget. Notwithstanding anything to the contrary contained in this Agreement, unless so directed by the Borrower Representative, or unless a Default is in existence, no Agent nor any Lender shall apply any payment which it receives to any Eurodollar Loan or ABR Loan, except (a) on the expiration date of the Interest Period applicable to such Eurodollar Loan or ABR Loan or (b) in the event, and only to the extent, that there are no outstanding ABR Loans or Canadian Prime Rate Loans, respectively and, in any such event, the applicable Borrower(s) shall pay the break funding payment required in accordance with Section 2.16.

(c) All payments of principal, interest, LC Disbursements, fees, reimbursable expenses (including, without limitation, all reimbursements of fees and expenses pursuant to Section 9.03) and other sums payable under the Loan Documents or in respect of the Prepetition Lender Obligations may be paid from the proceeds of Borrowings made hereunder, whether made following a request by the Borrower Representative pursuant to Section 2.03 or a deemed request as provided in this Section or may be deducted from any deposit account of any Borrower maintained with the Administrative Agent. Each Borrower hereby irrevocably authorizes (i) the Applicable Administrative Agent to request a Borrowing on its behalf for the purpose of paying each payment referred to in the preceding sentence and agrees that all such

amounts charged shall constitute Loans (including Swingline Loans and Overadvances, but such a Borrowing may only constitute a Protective Advance if it is to reimburse costs, fees and expenses pursuant to Section 9.03) and that all such Borrowings shall be deemed to have been requested pursuant to Section 2.03, 2.04 or 2.05, as applicable, and (ii) the Applicable Administrative Agent to charge any deposit account of any Borrower (other than, so long as no Event of Default shall have occurred or be continuing, any Excluded Account; provided that in no event shall this clause (ii) permit any payroll, trust or tax account to be charged) maintained with the Administrative Agent for each payment of principal, interest, fees or any other amount due under the Loan Documents or in respect of the Prepetition Lender Obligations referred to in the previous sentence.

(d) If any Lender under any Facility shall, by exercising any right of set-off or counterclaim or otherwise, obtain payment in respect of any principal of or interest on any of its Loans or participations in LC Disbursements, Swingline Loans, Protective Advances or Overadvances under such Facility resulting in such Lender receiving payment of a greater proportion of the aggregate amount of its Loans and participations in LC Disbursements, Swingline Loans, Protective Advances or Overadvances and accrued interest thereon under such Facility than the proportion received by any other Lender under such Facility, then the Lender receiving such greater proportion shall notify the Applicable Administrative Agent of such fact and shall purchase (for cash at face value) participations in the Loans and participations in LC Disbursements, Swingline Loans, Protective Advances and Overadvances of other Lenders under such Facility to the extent necessary so that the amount of all such payments shall be shared by the Lenders under such Facility ratably in accordance with the aggregate amounts of principal of and accrued interest on their respective Loans and participations in LC Disbursements, Swingline Loans, Protective Advances and Overadvances under such Facility; provided that (i) if any such participations are purchased and all or any portion of the payment giving rise thereto is recovered, such participations shall be rescinded and the purchase price restored to the extent of such recovery, without interest and (ii) the provisions of this paragraph shall not be construed to apply to any payment made by the Borrowers pursuant to and in accordance with the express terms of this Agreement (for the avoidance of doubt, as in effect from time to time) or any payment obtained by a Lender as consideration for the assignment of or sale of a participation in any of its Loans or participations in LC Disbursements, Swingline Loans, Protective Advances or Overadvances to any Person that is an Eligible Assignee (as such term is defined from time to time). Each Borrower consents to the foregoing and agrees, to the extent it may effectively do so under applicable law, that any Lender acquiring a participation pursuant to the foregoing arrangements may exercise against such Borrower rights of set-off and counterclaim with respect to such participation as fully as if such Lender were a direct creditor of such Borrower in the amount of such participation. For purposes of subclause (b)(i) of the definition of Excluded Taxes, a Lender that acquires a participation pursuant to this Section 2.18(d) shall be treated as having acquired such participation on the earlier date(s) on which such Lender acquired the applicable interest(s) in the Commitment(s) and/or Loan(s) to which such participation relates.

(e) Unless the Applicable Administrative Agent shall have received notice from the Borrower Representative prior to the date on which any payment is due to the Applicable Administrative Agent for the account of any of the Lenders or the Issuing Banks hereunder that the applicable Borrower(s) will not make such payment, the Applicable Administrative Agent may assume that the applicable Borrower(s) have made such payment on such date in accordance herewith and may, in reliance upon such assumption, distribute to the applicable Lenders or Issuing Banks, as the case may be, the amount due. In such event, if the applicable Borrower(s) have not in fact made such payment, then each of the Lenders or Issuing Banks, as the case may be, severally agrees to repay to the Applicable Administrative Agent forthwith on demand the amount so distributed to such Lender or Issuing Bank with interest thereon, for each day from and including the date such amount is distributed to it to but excluding the date of payment to each Applicable Administrative Agent, at the greater of the Federal Funds Effective Rate and a rate determined by each Applicable Administrative Agent in accordance with banking industry rules on interbank compensation.

(f) If any Lender shall fail to make any payment required to be made by it hereunder to or for the account of the Applicable Administrative Agent, then the Applicable Administrative Agent may, in its discretion (notwithstanding any contrary provision hereof), (i) apply any amounts thereafter received by the Applicable Administrative Agent for the account of such Lender to satisfy such Lender's obligations in respect of such payment until all such unsatisfied obligations have been discharged and/or (ii) hold any such amounts in a segregated account as cash collateral for, and apply any such amounts to, any future payment obligations of such Lender hereunder to or for the account of the Applicable Administrative Agent.

SECTION 2.19 Mitigation Obligations: Replacement of Lenders.

(a) If any Lender requests compensation under Section 2.15, or if any Borrower is required to pay any Indemnified Taxes or additional amounts to any Lender or to any Governmental Authority for the account of any Lender pursuant to Section 2.17, then such Lender shall use reasonable efforts to designate a different lending office for funding or booking its Loans hereunder or to assign and delegate its rights and obligations hereunder to another of its offices, branches or Affiliates, if, in the judgment of such Lender, such designation or assignment and delegation (i) would eliminate or reduce amounts payable pursuant to Section 2.15 or 2.17, as the case may be, in the future and (ii) would not subject such Lender to any unreimbursed cost or expense and would not otherwise be disadvantageous to such Lender. The applicable Borrower(s) hereby agree to pay all reasonable costs and expenses incurred by any Lender in connection with any such designation or assignment and delegation.

(b) If any Lender requests compensation under Section 2.15, or if any Borrower is required to pay any Indemnified Taxes or additional amounts to any Lender or any Governmental Authority for the account of any Lender pursuant to Section 2.17, or if any Lender becomes a Defaulting Lender, then the Borrower Representative may, at the sole expense and effort of the applicable Borrower(s), upon notice to such Lender and the Administrative Agent by the Borrower Representative, require such Lender to assign and delegate, without recourse (in accordance with and subject to the restrictions contained in Section 9.04), all its interests, rights (other than its existing rights to payments pursuant to Section 2.15 or 2.17) and obligations under this Agreement and the other Loan Documents to an Eligible Assignee that shall assume such obligations (which Eligible Assignee may be another Lender, if a Lender accepts such assignment and delegation); provided that (i) the Borrower Representative shall have received the prior written consent of the Administrative Agent, each Issuing Bank and each Swingline Lender, which consents shall not unreasonably be withheld, (ii) such Lender shall have received payment of an amount equal to the outstanding principal of its Loans and participations in LC Disbursements, Swingline Loans, Protective Advances and Overadvances, accrued interest thereon, accrued fees and all other amounts payable to it hereunder, from the assignee (to the extent of such outstanding principal and accrued interest and fees) or the applicable Borrower(s) (in the case of all other amounts), (iii) in the case of any such assignment and delegation resulting from a claim for compensation under Section 2.15 or payments required to be made pursuant to Section 2.17, such assignment will result in a reduction in such compensation or payments and (iv) such assignment and delegation does not conflict with applicable law. A Lender shall not be required to make any such assignment and delegation if, prior thereto, as a result of a waiver by such Lender or otherwise, the circumstances entitling the applicable Borrower(s) to require such assignment and delegation have ceased to apply. Each party hereto agrees that an assignment and delegation required pursuant to this paragraph may be effected pursuant to an Assignment and Assumption executed by the Borrower Representative, the Administrative Agent and the assignee (subject to any required consents referred to above) and that the Lender required to make such assignment and delegation need not be a party thereto.

SECTION 2.20 Defaulting Lenders. Notwithstanding any provision of this Agreement to the contrary, if any Lender becomes a Defaulting Lender, then the following provisions shall apply for so long as such Lender is a Defaulting Lender under any Facility:

(a) commitment fees shall cease to accrue on the unused portion of the Revolving Commitment of such Defaulting Lender of such Facility pursuant to Section 2.12(a);

(b) the Revolving Commitment and Credit Exposure of such Defaulting Lender shall not be included in determining whether all Lenders or all affected Lenders or the Required Lenders have taken or may take any action hereunder (including any consent to any amendment, waiver or modification pursuant to Section 9.02); provided that any waiver, amendment or modification requiring the consent of all Lenders or each affected Lender which affects such Defaulting Lender differently than other affected Lenders shall require the consent of such Defaulting Lender;

(c) if any Swingline Exposure, LC Exposure, Protective Advance Exposure and Overadvance Exposure exists under any Facility under which such Lender has a Revolving Commitment at the time such Lender becomes a Defaulting Lender, then:

(i) such Defaulting Lender's Swingline Exposure (other than any portion thereof with respect to which such Defaulting Lender shall have funded its participation as contemplated by Section 2.05(c)), LC Exposure (other than any portion thereof attributable to unreimbursed LC Disbursements with respect to which such Defaulting Lender shall have funded its participation as contemplated by Section 2.06(d)), Protective Advance Exposure (other than any portion thereof with respect to which such Defaulting Lender shall have funded its participation as contemplated by Section 2.04(b)) and Overadvance Exposure (other than any portion thereof with respect to which such Defaulting Lender shall have funded its participation as contemplated by Section 2.05(c)) under such Facility shall be reallocated among the non-Defaulting Lenders under such Facility in accordance with their respective Applicable Percentages, but only to the extent the sum of all non-Defaulting Lenders' Revolving Exposures under such Facility plus such Defaulting Lender's Swingline Exposures under such Facility, LC Exposure under such Facility, Protective Advance Exposure under such Facility and Overadvance Exposure under such Facility does not exceed the total of all non-Defaulting Lenders' Revolving Commitments under such Facility;

(ii) if the reallocation described in clause (i) above cannot, or can only partially, be effected, the applicable Borrower(s) shall within one (1) Business Day following notice by the Administrative Agent, without prejudice to any rights or remedies of the Borrowers against such Defaulting Lender, (A) first, prepay the portion of such Defaulting Lender's Overadvance Exposure under such Facility that has not been so reallocated, (B) second, prepay the portion of such Defaulting Lender's Protective Advance Exposure under such Facility that has not been so reallocated, (C) third, prepay the portion of such Defaulting Lender's Swingline Exposure under such Facility that has not been so reallocated and (D) fourth, cash collateralize such Defaulting Lender's LC Exposure under such Facility that has not been so reallocated in accordance with the procedures set forth in Section 2.06(j) for so long as such LC Exposure is outstanding;

(iii) if any Borrower cash collateralizes any portion of such Defaulting Lender's LC Exposure pursuant to clause (ii) above, the applicable Borrower(s) shall not be required to pay any letter of credit participation fees to such Defaulting Lender pursuant to Section 2.12(b) with respect to such Defaulting Lender's cash collateralized LC Exposure under such Facility during the period such Defaulting Lender's LC Exposure under such Facility is cash collateralized;

(iv) if any portion of the LC Exposure under such Facility of such Defaulting Lender is reallocated pursuant to clause (c)(i) above, then the fees payable to the Lenders pursuant to Section 2.12(b) shall be adjusted to give effect to such reallocation; or

(v) if any portion of such Defaulting Lender's LC Exposure under such Facility is neither cash collateralized nor reallocated pursuant to clause (c)(i) or (c)(ii) above, then, without prejudice to any rights or remedies of the applicable Issuing Bank or any Lender hereunder, all letter of credit participation fees payable under Section 2.12(b) with respect to such Defaulting Lender's LC Exposure under such Facility shall be payable to the Issuing Banks (and allocated among them ratably based on the amount of such Defaulting Lender's LC Exposure under such Facility attributable to Letters of Credit issued by each Issuing Bank) until such LC Exposure is cash collateralized and/or reallocated; and

(d) the Swingline Lender under such Facility shall not be required to fund any Swingline Loan and no Issuing Bank under such Facility shall be required to issue, amend, renew, extend or increase any Letter of Credit, in each case, unless it is satisfied that the related exposure will be 100% covered by the Revolving Commitments of the non-Defaulting Lenders under such Facility and/or cash collateral provided by the Borrowers in accordance with clause (c) of this Section, and participating interests in any such newly issued, amended, renewed, extended or increased Letter of Credit under such Facility or newly made Swingline Loan under such Facility shall be allocated among non-Defaulting Lenders in a manner consistent with clause (c)(i) of this Section (and Defaulting Lenders shall not participate therein).

In the event and on the date that each of the Administrative Agent, Parent, each of the Issuing Banks and each of the Swingline Lenders agrees that a Defaulting Lender has adequately remedied all matters that caused such Lender to be a Defaulting Lender, then the Swingline Exposure, LC Exposure, Protective Advance Exposure and Overadvance Exposure of the other Lenders shall be readjusted to reflect the inclusion of such Lender's Revolving Commitment under the applicable Facility and on such date such Lender shall purchase at par such of the Revolving Loans of the other Lenders under such Facility as the Administrative Agent shall determine may be necessary in order for such Lender to hold Revolving Loans under such Facility in accordance with its Applicable Percentage.

If (i) a Bankruptcy Event or a Bail-In Action with respect to a Lender Parent shall occur following the date hereof and for so long as such event shall continue or (ii) any Swingline Lender or any Issuing Bank has a good faith belief that any Lender has defaulted in fulfilling its obligations under one or more other agreements in which such Lender commits to extend credit, no Swingline Lender shall be required to fund any Swingline Loan and the Issuing Bank shall not be required to issue, amend or increase any Letter of Credit, unless the Swingline Lenders or the Issuing Bank, as the case may be, shall have entered into arrangements with the Borrower or such Lender, satisfactory to each Swingline Lender or the Issuing Bank, as the case may be, to defease any risk to it in respect of such Lender hereunder.

SECTION 2.21 Returned Payments. If after receipt of any payment which is applied to the payment of all or any part of the Obligations, any Lender Party is for any reason compelled to surrender such payment or proceeds to any Person because such payment or application of proceeds is invalidated, declared fraudulent, set aside or determined to be void or voidable as a preference, impermissible setoff, or a diversion of trust funds, or for any other reason, then the Obligations or part thereof intended to be satisfied shall be revived and continued and this Agreement and the other Loan Documents shall continue in full force as if such payment or proceeds had not been received by the Administrative Agent, such Issuing Bank or such Lender. The provisions of this Section shall be and remain effective notwithstanding any contrary action which may have been taken by the Administrative Agent, any Issuing Bank or any Lender in reliance upon such payment or application of proceeds. The provisions of this Section shall survive the termination of this Agreement.

SECTION 2.22 Super-Priority Nature of Obligations and Administrative Agent's Liens; Payment of Obligations.

(a) The priority of Administrative Agent's Liens on the Collateral, claims and other interests shall be as set forth in the Interim Order, the Canadian Recognition Order (in the case of the Obligations of the Canadian Borrower, such claim shall be a valid, binding, continuing, enforceable, fully-perfected superpriority (subject only to the Canadian Administration Charge) senior priming charge, security interest in and lien upon all property of the Canadian Borrower, whether now existing or hereafter acquired (the "Canadian DIP Charge")) and the Final Order.

(b) Upon the maturity (whether by acceleration or otherwise) of any of the Secured Obligations, the Administrative Agent and Lenders shall be entitled to immediate payment of such Secured Obligations without further application to or order of the Court.

SECTION 2.23 Conversion to Exit Facility Agreement. Upon the satisfaction or waiver by the Administrative Agents and each Lender of each of the conditions precedent to the Conversion Date set forth in the section entitled "Conditions Precedent to Conversion Date" in the Exit Facility Term Sheet on or prior to the Maturity Date, automatically and without any further consent or action required by the Administrative Agents, any Lender, or any other Lender Party, (i) the Borrowers (or the entities assuming and/or acquiring directly or indirectly the operations and assets of the Borrowers in the Acceptable Plan, and each Loan Guarantor and each entity assuming the operations and assets of each Loan Guarantor that is a Debtor in the Acceptable Plan, to the extent such Person is required under the Exit Facility Term Sheet to continue to be a guarantor thereunder), shall assume all obligations in respect of the Revolving Commitments, Loans and Letters of Credit hereunder and all other monetary obligations in respect hereof, (ii) each Loan and Letter of Credit hereunder shall be continued as a Loan or Letter of Credit under the Exit Facility Agreement, (iii) each Lender hereunder shall be a Lender under the Exit Facility Agreement and (iv) this Agreement shall terminate and be superseded and replaced in its entirety by, and deemed amended and restated in its entirety in the form of, the Exit Facility Agreement (with such changes and insertions thereto, as are reasonably satisfactory to the Administrative Agents and the Borrower, incorporated as necessary to make any technical changes necessary to effectuate the intent of this Section 2.23), and each of the Revolving Commitments hereunder shall automatically be Revolving Commitments under the Exit Facility Agreement. Notwithstanding the foregoing, all obligations of the Borrowers and the Loan Guarantors to the Administrative Agents, the Issuing Banks and the Lenders under this Agreement and any other Loan Document which are expressly stated in this Agreement or such other Loan Document as surviving such agreement's termination shall, as so specified, survive without prejudice and remain in full force and effect. Each of the Loan Parties, the Administrative Agents, the Lenders and the Issuing Banks shall take such actions and execute and deliver such agreements, instruments or other documents as the Administrative Agents may reasonably request to give effect to the provisions of this Section 2.23 and as are required to complete the schedules to the Exit Facility Agreement or other agreements contemplated thereby; provided, however, that any such action by the Administrative Agent, any of the Lenders or the Issuing Banks shall not be a condition precedent to the effectiveness of the Exit Facility Agreement if and to the extent so provided in the Confirmation Order. Each Lender and Issuing Bank party hereto hereby agrees that, on the Conversion Date, the Administrative Agents may execute and deliver the security documents and intercreditor agreement contemplated by the Exit Facility Term Sheet.

ARTICLE III

Representations and Warranties

Each Loan Party represents and warrants to the Lenders as follows:

SECTION 3.01 Organization; Powers. Parent and each Subsidiary is duly organized, validly existing and (to the extent the concept is applicable in such jurisdiction and, in the case of any Subsidiary other than any Borrower, except where the failure to be so, individually or in the aggregate, would not reasonably be expected to result in a Material Adverse Effect) in good standing under the laws of the jurisdiction of its organization, has all requisite power and authority to, subject to the entry of the Interim Order and the Canadian Recognition Order (and Final Order, when applicable), carry on its business as now conducted and, except where the failure to do so, individually or in the aggregate, would not reasonably be expected to result in a Material Adverse Effect, is qualified to do business in, and is in good standing in, every jurisdiction where such qualification is required.

SECTION 3.02 Authorization; Enforceability; Benefit to Loan Parties.

(a) Subject to entry of the Interim Order and the Canadian Recognition Order (and Final Order, when applicable), the Transactions, insofar as they are to be carried out by each Loan Party, are within such Loan Party's corporate or other organizational powers and have been duly authorized by all necessary corporate or other organizational and, if required, shareholder or other equityholder action. Subject to entry of the Interim Order and the Canadian Recognition Order (and Final Order, when applicable), this Agreement has been duly executed and delivered by each Loan Party and constitutes, and each other Loan Document to which any Loan Party is to be a party, when executed and delivered by such Loan Party, will constitute, a legal, valid and binding obligation of such Loan Party, enforceable against it in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium or other laws affecting creditors' rights generally and to general principles of equity, regardless of whether considered in a proceeding in equity or at law.

(b) Each Loan Party expects to derive benefit (and its board of directors or other governing body has determined that it may reasonably be expected to derive benefit), directly and indirectly, from (i) successful operations of each of the other Loan Parties and (ii) the credit extended by the Lenders to the Borrowers hereunder. Each Loan Party has determined that, subject to entry of the Interim Order and the Canadian Recognition Order (and Final Order, when applicable), the execution, delivery, and performance of this Agreement and any other Loan Documents to be executed by such Loan Party is within its purpose, will be of direct and indirect benefit to such Loan Party, and is in its best interest.

SECTION 3.03 Governmental Approvals; No Conflicts. Except for the entry of, and pursuant to the terms of, the Interim Order and the Canadian Recognition Order (and Final Order, when and as applicable), the Transactions (a) do not require any consent or approval of, registration or filing with, or any other action by, any Governmental Authority, except such as have been obtained or made and are (or will so be) in full force and effect, (b) will not violate any applicable law, including any order of any Governmental Authority, (c) will not violate the charter, bylaws or other organizational documents of Parent or any Subsidiary, (d) will not violate or result in a default under any indenture or agreement (including the Term Credit Agreement, the Senior Notes Indenture or other material instrument binding upon Parent or any Subsidiary or any of their assets), or give rise to a right thereunder to require any payment to be made by Parent or any Subsidiary, and (e) will not result in the creation or imposition of any Lien on any asset of Parent or any Subsidiary, except Liens created pursuant to the Loan Documents, Liens created in connection with the Term Credit Agreement or Liens created in connection with the Prepetition

Credit Agreement; in the case of clause (b) and (d) above, except for a violation or creation, as applicable, which would not reasonably be expected to result in a Material Adverse Effect.

SECTION 3.04 Financial Condition; No Material Adverse Effect.

(a) Parent has heretofore furnished to the Lenders (i) the audited consolidated balance sheets and related consolidated statements of operations, shareholders' equity and cash flows of Parent and its consolidated Subsidiaries as of and for the fiscal year ended February 1, 2020 audited by and accompanied by the unqualified opinion of Deloitte & Touche LLP, independent registered public accounting firm, and (ii) the unaudited consolidated balance sheets and related statements of operations, shareholders' equity and cash flows of the U.S. Borrower and its consolidated Subsidiaries as of and for the fiscal quarter ended May 2, 2020. Such financial statements (x) present fairly, in all material respects, the financial position and results of operations and cash flows of Parent and its consolidated Subsidiaries as of such dates and for such periods in accordance with GAAP, subject to year-end audit adjustments and the absence of footnotes in the case of the statements referred to in clause (ii) above and (y) comply in all material respects with the requirements of Regulation S-X under the Securities Act.

(b) [Reserved].

(c) Since the Effective Date, other than those customarily resulting from the commencement of the Cases and changes contemplated in Parent's business plan delivered to the Administrative Agent, there has been no event, development or circumstance that has had, or would reasonably be expected to have, a Material Adverse Effect on the business, assets, results of operations or financial condition of Parent and its subsidiaries, taken as a whole.

SECTION 3.05 Properties.

(a) Parent and each Subsidiary has good title to, or valid leasehold interests in, all its property material to its business, except for minor defects in title that do not materially interfere with its ability to conduct its business as currently conducted or to utilize such properties for their intended purposes and Liens expressly permitted by Section 6.02.

(b) Parent and each Subsidiary owns, or is licensed to use, all trademarks, service marks, tradenames, trade dress, copyrights, patents, industrial designs and other intellectual property material to its business, and the conduct of their respective businesses, including the use thereof, by Parent and the Subsidiaries does not infringe upon the rights of any other Person, except for any such failure to own or license or infringements that, individually or in the aggregate, would not reasonably be expected to result in a Material Adverse Effect.

SECTION 3.06 Litigation and Environmental Matters.

(a) Except for the Disclosed Matters and the Cases, there are no actions, suits or proceedings by or before any arbitrator or Governmental Authority pending against or, to the knowledge of Parent, threatened against or affecting Parent or any Subsidiary (i) as to which there is a reasonable possibility of an adverse determination and that, if adversely determined, would reasonably be expected, individually or in the aggregate, to result in a Material Adverse Effect or (ii) that involve any of the Loan Documents or the Transactions.

(b) Except for the Disclosed Matters or matters that, individually or in the aggregate, would not reasonably be expected to result in a Material Adverse Effect, neither Parent nor any Subsidiary (i) has failed to comply with any Environmental Law or to obtain, maintain or comply with any permit, license or

other approval required under any Environmental Law, (ii) has become subject to any Environmental Liability, (iii) has received written notice of any claim with respect to any Environmental Liability or (iv) knows of any basis for any Environmental Liability.

(c) Since the Effective Date, there has been no change in the status of the Disclosed Matters that, individually or in the aggregate, has resulted in a Material Adverse Effect.

SECTION 3.07 Compliance with Laws and Agreements.

(a) Parent and each Subsidiary is in compliance with all laws, including all orders of Governmental Authorities, applicable to it or its property and all indentures, agreements and other instruments binding upon it or its property, except (i) where the failure to do so, individually or in the aggregate, would not reasonably be expected to result in a Material Adverse Effect (it being agreed that this Section does not apply to any law which is specifically addressed in Section 3.06(b), 3.07(b), 3.08, 3.09, 3.10 or 3.14), (ii) any non-compliance arising solely as a result of the commencement of the Cases or (iii) to the extent subject to the Automatic Stay.

(b) Parent has implemented and maintains in effect policies and procedures designed to ensure compliance in all material respects by Parent, its Subsidiaries and their respective directors, officers, employees and agents with Anti-Corruption Laws and applicable Sanctions, and Parent, its Subsidiaries and their respective officers and employees and to the knowledge of Parent its directors and agents, are in compliance with Anti-Corruption Laws and applicable Sanctions in all material respects. None of (a) Parent, any Subsidiary or, to the knowledge of Parent, any of their respective directors, officers or employees, or (b) to the knowledge of Parent, any agent of Parent or any Subsidiary that will act in any capacity in connection with or benefit from the credit facility established hereby, is a Sanctioned Person. No Borrowing, Letter of Credit use of proceeds or other transaction contemplated by this Agreement will violate Anti-Corruption Laws or applicable Sanctions.

SECTION 3.08 Investment Company Status, etc. No Loan Party is (a) an “investment company” as defined in, or subject to regulation under, the Investment Company Act of 1940 or (b) a “holding company” as defined in, or subject to regulation under, the Public Utility Holding Company Act of 1935.

SECTION 3.09 Taxes. Parent and each Subsidiary has timely filed or caused to be filed all Tax returns and reports required to have been filed and has paid or caused to be paid all Taxes required to have been paid by it (including in its capacity as withholding agent), except (a) any Taxes that are being contested in good faith by appropriate proceedings diligently conducted and for which Parent or such Subsidiary has set aside on its books reserves with respect thereto to the extent required by GAAP, (b) to the extent that the failure to do so would not, individually or in the aggregate, reasonably be expected to result in a Material Adverse Effect or (c) any Taxes the nonpayment of which is permitted or required by the Bankruptcy Code. There is no current or proposed tax assessment, deficiency or other claim against Parent or any of the Subsidiaries that would, individually or in the aggregate, reasonably be expected to result in a Material Adverse Effect. Each Loan Party and each of their respective Subsidiaries has withheld all material employee withholdings and has made all employer contributions to be withheld and made by it pursuant to applicable law on account of the Canadian Pension Plans and the Canada Benefit Plans, employment insurance and employee income taxes.

SECTION 3.10 ERISA; Labor Matters; Canadian Pension Plans and Canadian Benefit Plans.

(a) Except as could not reasonably be expected, individually or in the aggregate, to result in a Material Adverse Effect, (i) no ERISA Event has occurred or is reasonably expected to occur, (ii) neither

any Loan Party nor any ERISA Affiliate has engaged in a transaction that could be subject to Section 4069 or 4212(c) of ERISA and (iii) on the Effective Date, the present value of all accumulated benefit obligations under each Plan that is subject to Title IV of ERISA (based on the assumptions used for purposes of Statement of Accounting Standards Topic No. 715) did not, as of the date of the most recent financial statements reflecting such amounts, exceed the fair value of the assets of such Plan, and the present value of all accumulated benefit obligations of all underfunded Plans that are subject to Title IV of ERISA (based on the assumptions used for purposes of Statement of Accounting Standards Topic No. 715) did not, as of the date or dates of the most recent financial statements reflecting such amounts, exceed the fair value of the assets of all such underfunded Plans.

(b) Except as could not reasonably be expected, individually or in the aggregate, to result in a Material Adverse Effect, (i) there are no strikes, lockouts, slowdowns or any other labor disputes against Parent or any Subsidiary pending or, to the knowledge of Parent, threatened, (ii) the hours worked by and payments made to employees of Parent and the Subsidiaries have not been in violation of the Fair Labor Standards Act of 1938, the *Employee Standards Act* (Ontario) or any other applicable federal, state, provincial, territorial, local or foreign law dealing with such matters and (iii) all payments due from Parent or any Subsidiary, or for which any claim may be made against Parent or any Subsidiary, on account of wages and employee health and welfare insurance and other benefits, have been paid or accrued as a liability on the books of Parent or such Subsidiary to the extent required by GAAP. The consummation of the Transactions will not give rise to any right of termination or right of renegotiation on the part of any union under any collective bargaining agreement to which Parent or any Subsidiary is bound.

(c) Section 3.10(c) of the Disclosure Letter lists all Canadian Benefit Plans and Canadian Pension Plans currently maintained or contributed to by the Loan Parties and their Subsidiaries. As of the Closing Date, none of the Canadian Pension Plans are Canadian Defined Benefit Plans. The Canadian Pension Plans are duly registered under the ITA and all other applicable laws which require registration. Except as could not reasonably be expected, individually or in the aggregate, to result in a Material Adverse Effect, each Loan Party and each of their Subsidiaries has complied with and performed all of its obligations under and in respect of the Canadian Pension Plans and Canadian Benefit Plans under the terms thereof, any funding agreements and all applicable laws (including any fiduciary, funding, investment and administration obligations). All employer and employee payments, contributions or premiums to be remitted, paid to or in respect of each Canadian Pension Plan or Canadian Benefit Plan have been paid in a timely fashion in accordance with the terms thereof, any funding agreement and all applicable laws. Except as could not reasonably be expected, individually or in the aggregate, to result in a Material Adverse Effect, there have been no improper withdrawals or applications of the assets of the Canadian Pension Plans or the Canadian Benefit Plans. To the knowledge of the Loan Parties, no facts or circumstances have occurred or existed that could result, or be reasonably anticipated to result, in the declaration of a termination of any Canadian Pension Plan by any Governmental Authority under applicable laws. No promises of benefit improvements under the Canadian Pension Plans or the Canadian Benefit Plans have been made except where such improvement could not be reasonably expected to have a Material Adverse Effect and, in any event, no such improvements will result in a solvency deficiency or going concern unfunded liability in the affected Canadian Pension Plans. The pension fund under each Canadian Pension Plan is exempt from the payment of any income tax and there are no taxes, penalties or interest owing in respect of any such pension fund. All material reports and disclosures relating to the Canadian Pension Plans required by such plans and any Requirement of Law to be filed or distributed have been filed or distributed. Except as could not reasonably be expected, individually or in the aggregate, to result in a Material Adverse Effect, (i) no Canadian Benefit Plans provide for benefits beyond retirement or other termination of service to employees or former employees or to the beneficiaries or dependents of such employees, (ii) there are no outstanding disputes concerning the assets of the Canadian Pension Plans or the Canadian Benefit Plans, and (iii) each of the Canadian Pension Plans is fully funded on both a going concern and on a solvency basis (using

actuarial methods and assumptions which are consistent with the valuations last filed with the applicable Governmental Authorities and which are consistent with generally accepted actuarial principles).

SECTION 3.11 Disclosure. None of the reports, financial statements, certificates or other information furnished by or on behalf of Parent or any Subsidiary to the Administrative Agent, any Arranger or any Lender in connection with the negotiation of this Agreement or any other Loan Document or delivered hereunder or thereunder, taken as a whole (as modified or supplemented by other information so furnished) contains any material misstatement of fact or omits to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading; provided that, with respect to forecasts and projected financial information, the Loan Parties represent only that such information was prepared in good faith based upon assumptions believed by them to be reasonable at the time made and at the time so furnished and, if furnished prior to the Effective Date, as of the Effective Date.

SECTION 3.12 Subsidiaries and Joint Ventures. Section 3.12 of the Disclosure Letter sets forth, as of the Effective Date, the name, type of organization and jurisdiction of organization of, and the percentage of each class of Equity Interests owned by Parent or any Subsidiary in, (a) each Subsidiary and (b) each joint venture in which Parent or any Subsidiary owns any Equity Interests, and identifies each Designated Subsidiary. All the issued and outstanding Equity Interests in each Subsidiary owned by any Loan Party have been (to the extent such concepts are relevant with respect to such Equity Interests) duly authorized and validly issued and are fully paid and non-assessable (except as such rights may arise under mandatory provisions of applicable statutory law that may not be waived and not as a result of any rights contained in organizational documents). Except as set forth in Section 3.12 of the Disclosure Letter, as of the Effective Date, there is no existing option, warrant, call, right, commitment or other agreement to which Parent or any Subsidiary is a party requiring, and there are no Equity Interests in any Subsidiary outstanding that upon exercise, conversion or exchange would require, the issuance by any Subsidiary of any additional Equity Interests or other securities exercisable for, convertible into, exchangeable for or evidencing the right to subscribe for or purchase any Equity Interests in any Subsidiary.

SECTION 3.13 Insurance. Section 3.13 of the Disclosure Letter sets forth a description of all insurance maintained by or on behalf of Parent and the Subsidiaries as of the Effective Date. As of the Effective Date, all premiums due and payable in respect of such insurance have been paid. Parent believes that the insurance maintained by or on behalf of Parent and the Subsidiaries is adequate.

SECTION 3.14 Federal Reserve Regulations. Neither Parent nor any Subsidiary is principally, or as one of its important activities, in the business of extending credit for the purpose of purchasing or carrying margin stock (within the meaning of Regulation U of the Board of Governors), or extending credit for the purpose of purchasing or carrying margin stock. No part of the proceeds of any Loan or any Letter of Credit will be used, whether directly or indirectly, and whether immediately, incidentally or ultimately, in any manner or for any purpose that would entail a violation of Regulations T, U or X of the Board of Governors.

SECTION 3.15 Reserved.

SECTION 3.16 Collateral Matters.

(a) Subject to the entry of the Interim Order and the Canadian Recognition Order, upon the entry of, and subject to, the Interim Order and the Canadian Recognition Order (and, when entered, the Final Order) and subject to the Carve-Out in all respects, the Security Agreements and the Interim Order and the Canadian Recognition Order (and, when entered, the Final Order) are effective to create in favor of the Administrative Agent

(for the benefit of the Lender Parties) legal, valid, enforceable and perfected Liens on the Collateral described therein (with such priority as provided for therein).

(b) Except for the entry of the Interim Order and the Canadian Recognition Order (and Final Order, when applicable), no filing or other action will be necessary to perfect such Liens.

(c) The Interim Order and the Canadian Recognition Order (and Final Order, when applicable) is (or will be, as applicable) effective to create in favor of the Administrative Agent, for the benefit of the Lender Parties, a legal, valid, binding and enforceable perfected Lien in the Collateral without the necessity of the execution of mortgages, security agreements, pledge agreements, financing statements or other agreements or documents except to the extent set forth in such Order.

SECTION 3.17 Use of Proceeds. The Borrowers will use the proceeds of the Loans and will request the issuance of Letters of Credit only for purposes set forth in Section 5.11.

SECTION 3.18 Credit Card Agreements. Section 3.18 of the Disclosure Letter (as updated from time to time as permitted by Section 5.16) sets forth a list of all Credit Card Agreements to which any Loan Party is a party. A true and complete copy of each Credit Card Agreement listed on Section 3.18 of the Disclosure Letter has been delivered to the Administrative Agent, together with all material amendments, waivers and other modifications thereto. All such Credit Card Agreements are in full force and effect, currently binding upon each Loan Party that is a party thereto and, to the knowledge of the Loan Parties, binding upon other parties thereto in accordance with their terms. The Loan Parties are in compliance in all material respects with each such Credit Card Agreement.

SECTION 3.19 Approved Budget. As of the Effective Date, the Borrowers have furnished to the Administrative Agent the initial Approved Budget. Each Approved Budget was prepared in good faith based upon assumptions the Borrowers believed to be reasonable assumptions on the date of delivery of such Approved Budget.

SECTION 3.20 Chapter 11 Cases.

(a) The Cases were commenced on the Petition Date in each case in accordance with applicable laws and proper notice thereof was given for (i) the motion seeking approval of the Loan Documents and the Interim Order, the Canadian Recognition Order and the Final Order, and (ii) the hearing for the entry of the Interim Order and the Canadian Recognition Order. The Debtors shall give, on a timely basis as specified in the Interim Order, the Canadian Recognition Order or the Final Order, as applicable, all notices required to be given to all parties specified in such orders, as applicable.

(b) After the entry of the Interim Order, and pursuant to and to the extent permitted in the Interim Order and the Final Order, the Obligations will constitute allowed administrative expense claims in the Cases having priority over all administrative expense claims and unsecured claims against the Debtors now existing or hereafter arising, of any kind whatsoever, including all administrative expense claims of the kind specified in Sections 105, 326, 330, 331, 503(b), 506(c), 507(a), 507(b), 546(c), 726, 1114 or any other provision of the Bankruptcy Code or otherwise, as provided under Section 364(c)(1) of the Bankruptcy Code, subject to (i) the Carve-Out and (ii) the priorities set forth in the Interim Order or Final Order, as applicable.

(c) After the entry of the Interim Order and the Canadian Recognition Order and pursuant to and to the extent provided in the Interim Order, the Canadian Recognition Order and the Final Order, the Obligations will be secured by a valid and perfected first priority Lien on all of the Collateral subject, as to priority, only to (i) the Carve-Out, (ii) the Liens pursuant to Section 6.02(i), subject to the terms of such Section 6.02(i), (iii) the Canadian Administration Charge and (iv) to the extent set forth in the Interim Order or the Final Order.

(d) The Interim Order (with respect to the period on and after entry of the Interim Order and prior to entry of the Final Order), the Final Order (with respect to the period on and after entry of the Final Order) and the Canadian Recognition Order have not been vacated, or, without the Administrative Agent's consent, modified or amended. The Loan Parties are in compliance in all material respects with the applicable Order and the Canadian Recognition Order.

(e) Notwithstanding the provisions of Section 362 of the Bankruptcy Code, and subject to the applicable provisions of the Final Order, as the case may be, upon the Maturity Date (whether by acceleration or otherwise) of any of the Obligations, to the extent the Conversion Date has not occurred, the Administrative Agent and Lenders shall, subject to the Remedies Notice Period, be entitled to immediate payment of such Obligations and to enforce the remedies provided for hereunder or under applicable laws, without further notice, motion or application to, hearing before, or order from, the Court.

ARTICLE IV

Conditions to Effectiveness of Agreement

SECTION 4.01 Effective Date. The effectiveness of this Agreement is subject to the satisfaction or waiver of the following conditions precedent:

(a) Credit Agreement. The Administrative Agent (or its counsel) shall have received from each party hereto either (i) a counterpart of this Agreement signed on behalf of such party or (ii) evidence satisfactory to the Administrative Agent (which may include PDF or electronic transmission of a signed signature page of this Agreement acceptable to the Administrative Agent in its sole discretion) that such party has signed a counterpart of this Agreement.

(b) Reserved.

(c) Organization and Good Standing Documents. The Administrative Agent shall have received such documents and certificates as the Administrative Agent may reasonably request relating to the organization, existence and good standing (or equivalent) of each Loan Party as of a recent date prior to or as of the Effective Date, the authorization of the Transactions and any other legal matters relating to the Loan Parties, the Loan Documents or the Transactions, all in form and substance reasonably satisfactory to the Administrative Agent.

(d) Representations and Warranties. (i) The representations and warranties of the Loan Parties set forth in the Loan Documents shall be true and correct (A) in the case of the representations and warranties qualified as to materiality, in all respects and (B) otherwise, in all material respects, in each case on and as of the Effective Date, except in the case of any such representation and warranty that expressly relates to a prior date, in which case such representation and warranty shall be so true and correct on and as of such prior date and (ii) at the time of and immediately after giving effect to the Transactions to occur on the Effective Date, no Event of Default shall have occurred and be continuing.

(e) Borrowing Base Certificate. The Administrative Agent shall have received a completed Borrowing Base Certificate, which shall be dated the Effective Date and signed by a Financial Officer of the Company and shall set forth information required therein as of the last day of the fiscal month ended July 25, 2020.

(f) Financial Statements; Approved Budget; RSA. The Lenders shall have received (i) unaudited interim consolidated financial statements of the Parent for each fiscal month ended after the fiscal quarter ending February 1, 2020 through the end of June 2020, (ii) satisfactory projections (including the Borrowing Base and Availability forecasts) and the Approved Budget and (iii) a copy of the fully executed and effective RSA, in form and substance reasonably satisfactory to the Administrative Agent.

(g) Perfected Liens. Subject to the Interim Order and the Canadian Recognition Order, the Administrative Agent, for its benefit and the benefit of each other Lender Party, shall have been granted a perfected Lien on the Collateral by the Interim Order and the Canadian Recognition Order on the terms and conditions set forth herein and in the other Loan Documents, with the priority set forth in the Interim Order and the Canadian Recognition Order (and, upon entry of the Final Order, the Final Order) and the terms thereof.

(h) Closing Certificate. The Administrative Agent shall have received a certificate, dated the Effective Date and signed by the chief financial officer of the Company, certifying satisfaction of the conditions set forth in paragraphs (d) and (j) of this Section 4.01.

(i) Lien Searches. The Administrative Agent shall have received the results of a search of the UCC and PPSA (or equivalent) filings made with respect to the Loan Parties in the jurisdictions reasonably requested by the Administrative Agent.

(j) Material Adverse Effect. Since the Petition Date, there has been no event or circumstance, either individually or in the aggregate, that has or could reasonably be expected to have a Material Adverse Effect.

(k) Bankruptcy Court Orders. (i) The Court shall have entered the Interim Order and the Canadian Recognition Order by no later than five (5) days after the Petition Date and (ii) all motions, orders (including any “first day” orders on an interim basis and the Cash Management Order) and other documents shall be in form and substance reasonably satisfactory to the Administrative Agent, and the Court shall have approved and entered all “first day” orders on an interim basis, including, without limitation, the Cash Management Order and all such orders shall not have been vacated, stayed, reversed, modified or amended in any manner adverse to the Administrative Agent without the Administrative Agent’s consent and shall otherwise be in full force and effect. No order shall have been issued by the Canadian Court terminating the Canadian Case or converting the Canadian Case to, bankruptcy proceedings or converting or augmenting the Canadian Case to or with receivership proceedings.

(l) First Day Pleadings. The Administrative Agent shall have received drafts of the “first day” pleadings for the Cases, in each case, in form and substance reasonably satisfactory to the Administrative Agent.

(m) Payment of Fees. The Administrative Agent and the Arrangers shall have received all fees and other amounts due and payable on or prior to the Effective Date, including, to the extent invoiced three (3) Business Days prior to the Effective Date, payment or reimbursement of all fees and expenses (including fees, charges and disbursements of counsel) required to be paid or

reimbursed by any Loan Party under the Commitment Letter, the Fee Letters or any Loan Document.

(n) Know Your Customer Information. The Lenders shall have received all documentation and other information required by bank regulatory authorities under applicable “know your customer” and anti-money laundering rules and regulations, including the USA Patriot Act, at least five (5) Business Days prior to the Effective Date to the extent such information was requested at least ten (10) Business Days prior to the Effective Date.

(o) Documents. The Intercreditor Acknowledgment and the other Loan Documents each shall have been duly executed and delivered by each party thereto, and shall be in full force and effect.

Notwithstanding the foregoing, solely with respect to the matters expressly identified in Section 5.14, the satisfaction of the foregoing conditions shall not be required on the Effective Date, and shall not be a condition to the obligations of the Lenders to make Loans hereunder, but shall be required to be accomplished in accordance with Section 5.14.

The Administrative Agent shall notify the Borrowers and the Lenders of the Effective Date, and such notice shall be conclusive and binding.

SECTION 4.02 Each Credit Event. The obligation of each Lender to make a Loan on the occasion of any Borrowing (other than any Borrowing made on the Effective Date), and of each Issuing Bank to issue, amend, renew or extend any Letter of Credit, is subject to receipt of the request therefor in accordance herewith and to the satisfaction of the following conditions:

(a) The representations and warranties of the Loan Parties set forth in this Agreement shall be true and correct in all material respects on and as of the date of such Borrowing or the date of issuance, amendment or extension of such Letter of Credit, as applicable.

(b) At the time of and immediately after giving effect to such Borrowing or the issuance, amendment or extension of such Letter of Credit, as applicable, no Default shall have occurred and be continuing.

(c) After giving effect to such Borrowing or the issuance, amendment or extension of such Letter of Credit, the Borrowers shall be in compliance with the Revolving Exposure Limitations.

(d) (i) The Final Order shall have been entered following the expiration of the Interim Order; (ii) the Interim Order, the Canadian Recognition Order or the Final Order, as applicable, shall not have been vacated, stayed, reversed, modified, or amended in any manner adverse to the Administrative Agent without the Administrative Agent’s consent and shall otherwise be in full force and effect; and (iii) no motion for reconsideration of the Interim Order or the Final Order, as applicable, shall have been timely filed by a Debtor of any of their Subsidiaries.

Each Borrowing and each issuance, amendment or extension of a Letter of Credit shall be deemed to constitute a representation and warranty by the Borrowers on the date thereof as to the matters specified in paragraphs (a), (b), (c) and (d) of this Section.

Notwithstanding the failure to satisfy the conditions precedent set forth in paragraph (a) or (b) of this Section, unless otherwise directed by the Required Lenders, the Applicable Administrative Agent may, but shall have no obligation to, continue to make Loans and an Issuing Bank may, but shall have no obligation to, issue or cause to be issued any Letter of Credit for the ratable account and risk of Lenders from time to time if the Applicable Administrative Agent believes that making such Loans or issuing or causing to be issued any such Letter of Credit is in the best interests of the Lenders.

ARTICLE V

Affirmative Covenants

Until the earlier to occur of the date on which (a) the Commitments have expired or terminated and the principal of and interest on each Loan and all fees, expenses and other amounts payable under any Loan Document (other than Banking Services Obligations, Swap Obligations and contingent or indemnity obligations for which no claim has been made) have been paid in full in cash and all Letters of Credit have expired or terminated and all LC Disbursements shall have been reimbursed, or (b) the Conversion Date shall have occurred, the Loan Parties covenant and agree, jointly and severally, with the Lenders that:

SECTION 5.01 Financial Statements: Borrowing Base and Other Information. The Borrowers will furnish to the Administrative Agent, for distribution to each Lender:

(a) within 90 days after the end of each fiscal year of Parent, its consolidated balance sheet and related consolidated statements of operations, shareholders' equity and cash flows as of the end of and for such fiscal year, setting forth in each case in comparative form the figures for the previous fiscal year, all certified by a Financial Officer of the Parent to the effect that such consolidated financial statements present fairly, in all material respects, the financial position, results of operations and cash flows of Parent and its consolidated Subsidiaries as of the end of and for such fiscal year on a consolidated basis in accordance with GAAP;

(b) within 45 days after the end of each of the first three fiscal quarters of each fiscal year of Parent, its consolidated balance sheet as of the end of such fiscal quarter, the related consolidated statements of operations for such fiscal quarter and the then elapsed portion of the fiscal year and the related consolidated statement of cash flows for the then elapsed portion of the fiscal year, setting forth in each case in comparative form the figures for the corresponding period or periods of (or, in the case of the balance sheet, as of the end of) the previous fiscal year, all certified by a Financial Officer of Parent as presenting fairly in all material respects the financial position, results of operations and cash flows of Parent and its consolidated Subsidiaries as of the end of and for such fiscal quarter and such portion of the fiscal year on a consolidated basis in accordance with GAAP, subject to normal year-end audit adjustments and the absence of footnotes;

(c) within 30 days after the end of each of the first two fiscal months of each fiscal quarter of Parent, the consolidated balance sheet and related statements of operations and cash flows of Parent as of the end of and for such fiscal month and the then elapsed portion of the fiscal year, setting forth in each case in comparative form the figures for the corresponding period or periods of (or, in the case of the balance sheet, as of the end of) the previous fiscal year, all certified by a Financial Officer of Parent as presenting fairly in all material respects the financial position, results of operations and cash flows of Parent and its consolidated Subsidiaries as of the end of and for such fiscal month and such portion of the fiscal year on a consolidated basis in accordance with GAAP, subject to normal year-end audit adjustments and the absence of footnotes;

(d) concurrently with each delivery of financial statements under clauses (a) through (c) above, a completed Compliance Certificate signed by a Financial Officer of Parent (i) certifying, in the case of the financial statements delivered under clauses (a) through (c) above that such financial statements present fairly in all material respects the financial position, results of operations and cash flows of Parent and its consolidated Subsidiaries on a consolidated basis in accordance with GAAP, subject to normal year end audit adjustments and the absence of footnotes, (ii) certifying as to whether a Default has occurred and, if a Default has occurred, specifying the details thereof and any action taken or proposed to be taken with respect thereto, (iii) [reserved], (iv) [reserved], (v) if any change in GAAP or in the application thereof has occurred since the date of the audited financial statements referred to in Section 3.04, specifying the effect of such change on the financial statements accompanying such certificate and (vi) certifying that all notices required to be provided under Section 5.04 have been provided;

(e) [reserved];

(f) [reserved];

(g) [reserved];

(h) as soon as available but in any event not later than Friday of each week, a Borrowing Base Certificate setting forth a computation of the Borrowing Base as of the Saturday of the immediately preceding week, together with supporting information and any additional reports with respect to the Borrowing Base that the Administrative Agent may reasonably request;

(i) as soon as available but in any event not later than Friday of each week, and at such other times as may be requested by the Administrative Agent, the following information as of the Saturday of the immediately preceding week, all delivered electronically in a text formatted file in form reasonably acceptable to the Administrative Agent:

(i) (A) a reasonably detailed aging of the Loan Parties' Accounts (1) including all invoices' invoice date and payment terms) and (2) reconciled to the Borrowing Base Certificate delivered as of such date in a form reasonably acceptable to the Administrative Agent and (B) a summary aging of the Loan Parties' Accounts specifying the name, address and balance due for each Account Debtor;

(ii) a reasonably detailed aging of the Loan Parties' Credit Card Accounts Receivables (A) including aging by each credit card issuer and credit card processor and (B) reconciled to the Borrowing Base Certificate delivered as of such date, in a form reasonably acceptable to the Administrative Agent, together with a summary specifying the balance due from each credit card issuer or credit card processor;

(iii) a schedule reasonably detailing the Loan Parties' Rental Product, in form reasonably satisfactory to the Administrative Agent, (A) by location (showing Rental Product in transit, any Rental Product located with a third party under any consignment, bailee arrangement or warehouse agreement), by product type and by volume on hand, which Rental Product shall be valued at the lower of cost (determined on a first-in, first-out basis) or market and adjusted for Reserves as the Administrative Agent has previously indicated to the Borrower Representative are deemed by the Administrative Agent to be appropriate, (B) including a report of any variances or other results of Rental Product counts performed by the Loan Parties since the last Rental Product schedule (including information regarding sales or other reductions, additions, returns, credits

issued by the Loan Parties), and (C) reconciled to the Borrowing Base Certificate delivered as of such date;

(iv) a schedule detailing the Loan Parties' Inventory, in form reasonably satisfactory to the Administrative Agent, (A) by location (showing Inventory in transit, any Inventory located with a third party under any consignment, bailee arrangement or warehouse agreement), by product type and by volume on hand, which Inventory shall be valued at the lower of cost (determined on a first-in, first-out basis) or market and adjusted for Reserves as the Administrative Agent has previously indicated to the Borrower Representative are deemed by the Administrative Agent to be appropriate, (B) including a report of any variances or other results of Inventory counts performed by the Loan Parties since the last Inventory schedule (including information regarding sales or other reductions, additions, returns, credits issued by the Loan Parties), and (C) reconciled to the Borrowing Base Certificate delivered as of such date;

(v) a worksheet of calculations prepared by the Loan Parties to determine Eligible Credit Card Accounts Receivables, Eligible Accounts, Eligible Rental Inventory and Eligible Inventory, such worksheets detailing the Credit Card Accounts Receivables, Accounts, Rental Product and Inventory excluded from Eligible Credit Card Accounts Receivables, Eligible Accounts, Eligible Rental Inventory and Eligible Inventory and the reasons for such exclusion;

(vi) a reconciliation of the Loan Parties' Credit Card Accounts Receivables, Accounts, Rental Product and Inventory between the amounts shown in the Loan Parties' general ledger and financial statements and the reports delivered pursuant to clauses (i), (ii), (iii) and (iv) above; and

(vii) a reconciliation of the loan balance per the Loan Parties' general ledger to the loan balance under this Agreement;

(j) as soon as available but in any event within 15 Business Days after the end of each fiscal month, a schedule and aging of the Loan Parties' accounts payable as of the month then ended, delivered electronically in a text formatted file in a form reasonably acceptable to the Administrative Agent;

(k) by no later than 5:00 p.m. New York City time on August 30, 2020 (or such later time as agreed to in writing (including via e-mail) by the Administrative Agent in its sole discretion), and by no later than 5:00 p.m. New York City time by the end of the following fiscal month after the end of each fiscal month occurring thereafter, an updated budget substantially consistent with the form and level of detail set forth in the initial Approved Budget, including the same line-items provided with the initial Approved Budget, and otherwise in form and substance reasonably acceptable to the Lender Advisors in their reasonable discretion. Upon, and subject to, the approval of any such updated budget by the Lender Advisors in their reasonable discretion, such supplemented budget shall constitute the then-approved Approved Budget, effective as of the beginning of the fiscal week immediately following the fiscal week in which it was delivered; *provided* that unless and until the Lender Advisors approve such supplemental budget in their reasonable discretion, the then-current Approved Budget shall remain in effect;

(l) by no later than 5:00 p.m. New York City time on the last Business Day of each fiscal week (or such later time as agreed to in writing (including via e-mail) by the Administrative Agent in its sole discretion) commencing on the date that is the last Business Day following the third full fiscal week after the Effective Date (which date is August [●], 2020), (i) a line-item by line-item report setting forth for each line item in the Approved Budget, in reasonable detail, the actual receipts received and operating disbursements (including any professional fees) made during

the prior week then-ended and (ii) a rolling thirteen (13) fiscal week cash flow forecast substantially consistent in form with the Approved Budget and in form and substance reasonably satisfactory to the Lender Advisors (which, for the avoidance of doubt, shall not be used for covenant testing purposes hereunder and shall not constitute the Approved Budget);

(m) by no later than 5:00 p.m. New York City time on the Friday of each fiscal week (or such later time as agreed to in writing (including via e-mail) by the Administrative Agent in its sole discretion) of each fiscal week commencing on the date that is the Friday following the third full fiscal week after the Effective Date (which date is August [●], 2020) (each such Friday or later time, a “Variance Report Date”), a line-item by line-item variance report (each, a “Variance Report”), substantially in the form attached hereto as Exhibit J or otherwise as reasonably acceptable to the Lender Advisors in their sole discretion, setting forth, in reasonable detail: (x) any variances between actual amounts for each line item in the Approved Budget for the Variance Testing Period versus projected amounts set forth in the applicable Approved Budget for each line item included therein on a cumulative basis for such Variance Testing Period (for the avoidance of doubt, to be prepared by comparing the sum of the four (4) figures for each relevant fiscal week for such corresponding line item in the relevant Approved Budget that was in effect in respect of each relevant week at the time) and (y) the computations necessary to determine compliance with Section 6.12, together with a statement from a Financial Officer certifying the information contained in the report. The Variance Report shall also provide a reasonably detailed explanation (including whether such variance is permanent or temporary in nature or timing related) for any negative variance in such Variance Report in excess of 10% in actual receipts and any positive variance in such Variance Report in excess of 10% in actual operating disbursements during the Variance Testing Period (unless the dollar amount corresponding to such percentage variance is less than \$1,000,000) as compared to projections for such corresponding line items during the Variance Testing Period as set forth in the Approved Budget;

(n) [reserved];

(o) promptly after the same become publicly available, copies of all periodic and other reports, proxy statements and other materials filed by Parent or any Subsidiary with the SEC or any Canadian federal or provincial securities commission, or with any national securities exchange, or distributed by Parent to its shareholders generally, as the case may be; provided that the U.S. Borrower shall be deemed to have satisfied the requirements of this Section 5.01(o) upon the filing of such reports, statements or materials through the SEC’s EDGAR system or the publication by Parent of such reports, statements or materials on its website;

(p) promptly after any reasonable written request therefor by the Administrative Agent, copies of (x)(i) each Schedule B (Actuarial Information) to the most recent annual report (Form 5500 Series) filed by any Loan Party or any ERISA Affiliate with the Internal Revenue Service with respect to each Plan; (ii) the most recent actuarial valuation report for each Plan; (iii) such other documents or governmental reports or filings relating to any Plan and concerning any ERISA Event as the Administrative Agent shall reasonably request and (y)(i) any material documents described in Section 101(k)(1) of ERISA that the Loan Parties or any ERISA Affiliate may request with respect to any Multiemployer Plan and (ii) any notices described in Section 101(1)(1) of ERISA that the Loan Parties or any ERISA Affiliate may request with respect to any Multiemployer Plan; provided that if the Loan Parties or any ERISA Affiliate have not requested such material documents or notices from the administrator or sponsor of the applicable Multiemployer Plan, upon request by the Administrative Agent, the applicable Loan Party or ERISA Affiliate shall promptly make a request for such documents and notices from such administrator or sponsor and shall provide copies of such documents and notices to the

Administrative Agent promptly after receipt thereof; provided, further that notwithstanding anything herein the rights of the Administrative Agent under Section 5.01(p)(y)(ii) shall be exercised not more than once with respect to the same Multiemployer Plan during any applicable plan year;

(q) promptly after any request therefor following the filing thereof with any Governmental Authority, a copy of each actuarial valuation report and, upon request of the Canadian Administrative Agent, Annual Information Return in respect of any Canadian Benefit Plan or Canadian Pension Plan; and

(r) promptly after any request therefor, such other information regarding the operations, business affairs and financial condition of Parent or any Subsidiary, or compliance with the terms of any Loan Document, as the Administrative Agent or any Lender may reasonably request.

Information required to be delivered pursuant to clause (a), (b) or (o) of this Section shall be deemed to have been delivered if such information, or one or more annual or quarterly reports containing such information, shall have been posted by the Administrative Agent on an IntraLinks or similar site to which the Lenders have been granted access or shall be available on the website of the SEC at <http://www.sec.gov>. Information required to be delivered pursuant to this Section may also be delivered by electronic communications pursuant to procedures approved by the Administrative Agent.

SECTION 5.02 Notices of Material Events. Parent will furnish to the Administrative Agent (for distribution to the Lenders) written notice promptly upon any Financial Officer, or other officer or employee responsible for compliance with the Loan Documents, of Parent or any Subsidiary becoming aware of any of the following:

- (a) the occurrence of any Default;
- (b) the filing or commencement of any action, suit or proceeding by or before any arbitrator or Governmental Authority (other than in connection with the Cases) against or affecting Parent or any Subsidiary, or any adverse development in any such pending action, suit or proceeding not previously disclosed in writing by Parent to the Administrative Agent and the Lenders, that in each case would reasonably be expected to result in a Material Adverse Effect or that in any manner questions the validity of any Loan Document;
- (c) [reserved];
- (d) the occurrence of an ERISA Event that has resulted, or would reasonably be expected to result, in a Material Adverse Effect;
- (e) any other development that has resulted, or would reasonably be expected to result, in a Material Adverse Effect; or
- (f) as soon as practicable in advance of filing with the Court or delivering to the Committee appointed in a Case, if any, or to the U.S. Trustee, as the case may be, the Final Order, all other material proposed orders and pleadings related to (x) the Cases (all of which must be in form and substance reasonably satisfactory to the Administrative Agent) or (y) the Prepetition Credit Agreement and this Agreement and the credit facilities contemplated thereby and/or any sale contemplated in accordance with any Plan of Reorganization and/or any disclosure statement related thereto (all of which must be in form and substance reasonably satisfactory to the

Administrative Agent), and (ii) substantially simultaneously with the filing with the Court or delivering to the Committee appointed in any Case, if any, or to the U.S. Trustee, as the case may be, monthly operating reports and all other notices, filings, motions, pleadings or other information concerning the financial condition of the Loan Parties or their Subsidiaries or the Cases that may be filed with the Court or delivered to the Committee appointed in any Case, if any, or to the U.S. Trustee.

Each notice delivered under clauses (a) through (e) shall be accompanied by a statement of a Financial Officer or other executive officer of Parent setting forth the details of the event or development requiring such notice and any action taken or proposed to be taken with respect thereto.

SECTION 5.03 Reserved.

SECTION 5.04 Information Regarding Collateral.

(a) Each Loan Party will furnish to the Administrative Agent prompt written notice (and in any event within 60 days thereof) of any change in (i) its legal name, as set forth in its organizational documents, (ii) its jurisdiction of organization or the form of its organization (including as a result of any merger, amalgamation or consolidation), (iii) the location of its chief executive office, (iv) the jurisdiction in which it maintains any Collateral, or (v) its organizational identification number, if any and the Federal Taxpayer Identification Number of such Loan Party, in each case of this subclause (v), only with respect to any Loan Party organized under the laws of a jurisdiction that requires such information to be set forth on the face of a UCC financing statement. Each Loan Party agrees not to effect or permit any change referred to in the preceding sentence unless all filings or registrations have been made under the UCC or the PPSA, as applicable or otherwise that are required in order for the Administrative Agent to continue at all times following such change to have a valid, legal and perfected Lien on all the Collateral affected thereby. Each Loan Party also agrees promptly to notify the Administrative Agent if any material portion of the Collateral is damaged or destroyed.

(b) If any material assets are acquired by any Loan Party after the Effective Date (other than assets constituting Collateral under the Collateral Documents that become subject to the Lien in favor of the Administrative Agent set forth in the Collateral Documents upon the acquisition thereof), Parent will promptly notify the Administrative Agent thereof and will cause such assets to be subjected to a Lien securing the Secured Obligations and will take such actions as shall be necessary or reasonably requested by the Administrative Agent to grant and perfect such Lien, all at the expense of the Loan Parties. It is understood and agreed that, notwithstanding anything to the contrary set forth in this Agreement or in any Collateral Document, Parent and, to the extent required by the Collateral Documents, any other Loan Party, shall not be required to (A) grant mortgages, (B) obtain landlord lien waivers, estoppels, Collateral Access Agreements or bailee agreements with respect to any of their retail operating store locations or (C) enter into Deposit Account Control Agreements in respect of any Excluded Account.

SECTION 5.05 Existence; Conduct of Business. Subject to any required approval by the Court, each Loan Party will, and will cause each Subsidiary to, do or cause to be done all things reasonably necessary to preserve, renew and keep in full force and effect (i) its legal existence and (ii) the rights, licenses, permits, privileges, franchises, patents, copyrights, trademarks and trade names material to the conduct of its business, except in the case of clause (ii) where failure to do so, individually or in the aggregate, would not reasonably be expected to result in a Material Adverse Effect; provided that the foregoing shall not prohibit any merger, amalgamation, consolidation, liquidation, dissolution, disposition or other transaction permitted under Section 6.03 or 6.05.

SECTION 5.06 Payment of Obligations. Subject to the Orders and the terms thereof, each Loan Party will, and will cause each Subsidiary to, pay or discharge all its material obligations, including Tax liabilities (whether or not shown on a Tax return), before the same shall become delinquent or in default, subject to the Approved Budget (and the Permitted Variances) except where (a) (i) the validity or amount thereof is being contested in good faith by appropriate proceedings, (ii) Parent or such Subsidiary has set aside on its books reserves with respect thereto to the extent required by GAAP and (iii) such contest effectively suspends collection of the contested obligation and the enforcement of any Lien securing such obligation, (b) the failure to make payment would not, individually or in the aggregate, reasonably be expected to result in a Material Adverse Effect or (c) the nonpayment of which is permitted or required by the Bankruptcy Code.

SECTION 5.07 Maintenance of Properties. Parent will, and will cause each Subsidiary (other than an Immaterial Subsidiary) to, keep and maintain all property material to the conduct of its business in good working order and condition, ordinary wear and tear excepted, except where the failure to do so, individually or in the aggregate, would not reasonably be expected to result in a Material Adverse Effect.

SECTION 5.08 Insurance. Parent will, and will cause each Subsidiary to, maintain, with financially sound and reputable insurance companies having a financial strength rating of at least A- by A.M. Best Company (a) insurance in such amounts (with no greater risk retention) and against such risks as are customarily maintained by companies of established repute engaged in the same or similar businesses operating in the same or similar locations and (b) all insurance required to be maintained pursuant to the Collateral Documents. Parent will furnish to the Lenders, upon request of the Administrative Agent, information in reasonable detail as to the insurance so maintained. Each such policy of liability or casualty insurance maintained by or on behalf of Loan Parties shall (a) in the case of each liability insurance policy (other than workers' compensation, director and officer liability or other policies in which such endorsements are not customary), name the Administrative Agent, as an additional insured thereunder, (b) in the case of each casualty insurance policy, contain a loss payable clause or endorsement that names the Administrative Agent, as a loss payee thereunder.

SECTION 5.09 Books and Records; Inspection Rights. Each Loan Party will, and will cause each Subsidiary to, (a) keep proper books of record and account in which full, true and correct (in all material respects) entries in accordance with GAAP and applicable law are made of all dealings and transactions in relation to its business and activities and (b) permit any representatives designated by the Administrative Agent or any Lender (including employees of the Administrative Agent, any Lender or any consultants, accountants, lawyers and appraisers retained by the Administrative Agent), upon reasonable prior notice (but in no event more than once each fiscal year of Parent unless an Event of Default has occurred and is continuing), to visit and inspect its properties, to examine and make extracts from its books and records and to discuss its affairs, finances and condition with its officers and, accompanied by one or more such officers or their designees if requested by Parent, independent accountants, all at such reasonable times during normal business hours and as often as reasonably requested. The Borrower shall have the right to have a representative present at any and all inspections. Notwithstanding anything herein to the contrary, neither the Administrative Agent nor any Lender shall conduct an appraisal or field examination under this Section 5.09.

SECTION 5.10 Compliance with Laws.

(a) Each Loan Party will, and will cause each Subsidiary to, comply with all laws (including Environmental Laws and all orders of any Governmental Authority) applicable to it or its property, except (i) where the failure to do so, individually or in the aggregate, would not reasonably be expected to result in a Material Adverse Effect or (ii) to the extent subject to the Automatic Stay.

(b) Canadian Pension Plans and Canadian Benefit Plans.

(i) For each existing, or hereafter adopted, Canadian Pension Plan and Canadian Benefit Plan, each Loan Party will, and will cause each Subsidiary to, in a timely fashion comply with and perform all of its obligations under and in respect of such Canadian Pension Plan or Canadian Benefit Plan, including under any funding agreements and all applicable laws (including any fiduciary, funding, investment and administration obligations), except where the failure to do so, individually or in the aggregate, would not reasonably be expected to result in a Material Adverse Effect.

(ii) All employer or employee payments, contributions or premiums required to be remitted, paid to or in respect of each Canadian Pension Plan or Canadian Benefit Plan shall be paid or remitted by each Loan Party and each Subsidiary of each Loan Party in a timely fashion in accordance with the terms thereof, any funding agreements and all applicable laws.

SECTION 5.11 Use of Proceeds. The proceeds of Loans made, and Letters of Credit issued, on or after the Effective Date will be used in accordance with the Approved Budget (subject to Permitted Variances) and the applicable Order for the following: (i) fund the Cases and repay Prepetition Indebtedness, (ii) for working capital, Capital Expenditures, letters of credit and other lawful corporate purposes of the Borrowers and their Subsidiaries (including payment of certain fees and expenses of professionals retained by the Loan Parties subject to the Carve-Out and for certain other Prepetition and pre-filing expenses that are approved by the Court and permitted by the Approved Budget). No part of the proceeds of any Loan and no Letter of Credit will be used in contravention of the provisions of the applicable Order, including any restrictions or limitations on the use of proceeds contained therein. Nothing in this Agreement shall prohibit the Post-Petition payment of Prepetition Lender Obligations, including principal, interest, fees, penalties or recoverable costs, due and payable in connection with the Prepetition Credit Agreement with the proceeds of the Collateral (as defined herein) or Collateral (as defined in the Prepetition Credit Agreement).

SECTION 5.12 Reserved.

SECTION 5.13 Reserved.

SECTION 5.14 Depository Banks.

(a) Subject to Section 5.18, the Loan Parties will maintain the Administrative Agent or one or more Lenders acceptable to the Administrative Agent as their principal depository bank, including for the maintenance of operating, administrative, cash management, collection activity, and other Deposit Accounts for the conduct of their business; provided that the Loan Parties shall not be required to satisfy the foregoing requirement with respect to any Deposit Account (i) that is an Excluded Account or (ii) with respect to which the applicable Loan Parties have entered into a Deposit Account Control Agreement in accordance with the applicable Security Agreement, Sections 5.15 and 5.18, as applicable, in favor of the Administrative Agent.

SECTION 5.15 Further Assurances. The Loan Parties will execute any and all further documents, financing statements, agreements and instruments, and take all such further actions that are required under the Collateral Documents or this Agreement to effectuate the transactions contemplated by the Loan Documents or to grant, preserve, protect or perfect the Liens created or intended to be created by the Collateral Documents or the validity or priority of any such Lien. The Loan Parties also agree to provide to the Administrative Agent, from time to time upon reasonable request, evidence reasonably satisfactory

to the Administrative Agent as to the perfection and priority of the Liens created or intended to be created by the Collateral Documents.

SECTION 5.16 Credit Card Agreements and Notifications. Each Loan Party will (a) comply in all material respects with all its obligations under each Credit Card Agreement to which it is party and (b) maintain credit card arrangements solely with the credit card issuers and credit card processors identified in Section 3.18 of the Disclosure Letter; provided, however, that the U.S. Borrower may amend Section 3.18 of the Disclosure Letter to remove any credit card issuer or credit card processor identified on such Section 3.18 of the Disclosure Letter or to add additional credit card issuers and credit card processors that are reasonably satisfactory to the Administrative Agent, and concurrently with the making of any such amendment the Loan Party shall provide to the Administrative Agent evidence that a Credit Card Notification shall have been delivered to any credit card issuer or credit card processor added to such Section 3.18 of the Disclosure Letter.

SECTION 5.17 Reserved.

SECTION 5.18 Deposit Accounts. The Loan Parties shall, at all times, comply with the provisions of Section 4.04(b) of the U.S. Security Agreement and Section 4.04(b) of the Canadian Security Agreement.

SECTION 5.19 Loan Party Advisors.

(a) The Loan Parties shall continue to retain the Debtors' Investment Banker. The Loan Parties and their representatives will fully cooperate with the Debtors' Investment Banker and grant them full and complete access to the books and records of the Loan Parties. The Loan Parties hereby (i) authorize the Administrative Agent (or their respective agents or advisors) to communicate directly with the Debtors' Investment Banker regarding any and all matters related to the Loan Parties and their Affiliates, and (ii) authorize the Debtors' Investment Banker to provide the Administrative Agent (or their respective agents or advisors) with reports and other information or materials prepared or reviewed by the Debtors' Investment Banker as the Administrative Agent may reasonably request (in the case of each of clauses (i) and (ii), subject to protection as necessary in respect of information that is subject to attorney-client or similar privilege or constitutes attorney work-product, and entry by the Administrative Agent (or its respective agents or advisors) into customary non-reliance/confidentiality arrangements in form reasonably satisfactory to the Debtors' Investment Banker).

(b) The Loan Parties shall host a monthly conference call for Lenders to discuss financial information delivered pursuant to Section 5.01. The Loan Parties will hold such conference call following the delivery of the required financial information for such month pursuant to Section 5.01(c) and not later than five (5) Business Days from the time the Borrowers are required to deliver the financial information as set forth in Section 5.01(c).

(c) The Loan Parties shall host semi-monthly conference calls for the Lender Advisors to discuss financial information delivered pursuant to Section 5.01(k).

(d) Such monthly and semi-monthly calls in clauses (b) and (c) will occur as a standing appointment at a time to be mutually agreed upon by the Borrower Representative and the Lenders or the Lender Advisors, as applicable.

(e) Notwithstanding anything to the contrary contained in this Section 5.19, none of the Loan Parties or their respective professionals (including the Debtor's Investment Banker) will be required to disclose or permit access to any document, information or other matter (i) in respect of which disclosure to the Administrative Agent, any Lender or any Lender Advisor (or their respective representatives or contractors) by the Loan Parties or their respective professionals (including the Debtor's Investment Banker) is prohibited by applicable law or any binding agreement or (ii) that is subject to attorney client or similar privilege or constitutes attorney-work product.

SECTION 5.20 Lender Advisors. The Administrative Agent, on behalf of itself and the Lenders, shall be entitled to retain or to continue to retain (either directly or through counsel) any Lender Advisors to provide advice, analysis and reporting for the benefit of the Administrative Agent and the Lenders. The Loan Parties shall pay all fees and expenses of each Lender Advisor and all such fees and expenses shall constitute Obligations and be secured by the Collateral. The Loan Parties shall use commercially reasonable efforts to grant access to, and cooperate with, the Administrative Agent, the Lenders, the Lender Advisors, and any other representatives of the foregoing and provide all information that such parties may request in a timely manner.

SECTION 5.21 Bankruptcy Matters. The Loan Parties shall:

(a) cause all proposed (i) "first day" orders on an interim and final basis, (ii) any order of the Canadian Court in the Canadian Case, (iii) orders (other than the Interim Order or Final Order) related to or affecting the Loans and other Obligations and the Loan Documents, any other financing or use of cash collateral, any sale or other disposition of Collateral outside the ordinary course, cash management, adequate protection, any Plan of Reorganization and/or any disclosure statement related thereto, (iv) orders concerning the financial condition of the Borrowers or any of their respective Subsidiaries or other Indebtedness of the Loan Parties or seeking relief under section 363, 365, 1113 or 1114 of the Bankruptcy Code or section 9019 of the Federal Rules of Bankruptcy Procedure, and (v) orders establishing procedures for administration of the Cases or approving significant transactions submitted to the Court, in each case, proposed by the Loan Parties to be in accordance with and permitted by the terms of this Agreement and acceptable to the Administrative Agent in its reasonable discretion in all respects, it being understood and agreed that the forms of orders approved by the Administrative Agent (and with respect to any provision that affects the rights, obligations, liabilities or duties of the Administrative Agent) prior to the Petition Date are in accordance with and permitted by the terms of this Agreement and are reasonably acceptable in all respects;

(b) comply in a timely manner with their obligations and responsibilities as debtors-in-possession under the Orders;

(c) except as otherwise permitted by an Acceptable Plan or this Agreement, provide prior written notice as soon as reasonably practicable to the Administrative Agent prior to any assumption or rejection of any Loan Party's or any Subsidiary's material contracts or material non-residential real property Leases pursuant to Section 365 of the Bankruptcy Code;

(d) deliver to the Administrative Agent all documents required to be delivered to creditors under the RSA or any case stipulation; provided that the Borrower shall not be required to deliver any such documents provided by any party in interest to the extent that any such document is confidential or filed under seal; provided, further, that such documents that are filed under seal, to the extent permitted by applicable law or applicable contractual requirement, shall be provided to the advisors to the Administrative Agent on a professional eyes' only basis;

(e) receive designated "restricted cash" that is held by the Administrative Agent from the proceeds of dispositions consummated by the Loan Parties prior to the Petition Date in amounts equal to: (i) upon entry of the Interim Order, 10.0% of such "restricted cash"; (ii) upon entry of the Final Order, an incremental 40.0% of such "restricted cash" (measured as of the Petition Date); (iii) upon the entry of an order approving the Disclosure Statement, an incremental 20.0% (measured as of the Petition Date) of such "restricted cash"; and (iv) upon the entry the Confirmation Order, the remainder of such "restricted cash", and, in each case, prepay Borrowings with the proceeds thereof in accordance with Section 2.11(c);³ and

(f) comply with each of the Required Milestones contained on Schedule 5.21 upon the terms and at the times provided for therein.

ARTICLE VI

Negative Covenants

Until the earlier to occur of the date on which (a) the Commitments have expired or terminated and the principal of and interest on each Loan and all fees, expenses and other amounts payable under any Loan Document (other than Banking Services Obligations, Swap Obligations and contingent or indemnity obligations for which no claim has been made) have been paid in full in cash and all Letters of Credit have expired or terminated and all LC Disbursements shall have been reimbursed, or (b) the Conversion Date shall have occurred, the Loan Parties covenant and agree, jointly and severally, with the Lenders that:

SECTION 6.01 Indebtedness; Certain Equity Securities.

(a) The Loan Parties will not, and will not permit any Subsidiary to, create, incur, assume or permit to exist any Indebtedness, except:

(i) Indebtedness created under the Loan Documents (including, for the avoidance of doubt, the Carve-Out and the Canadian Court Ordered Charges) and the Prepetition Loan Documents;

(ii) Indebtedness existing on the Effective Date and set forth in Section 6.01 of the Disclosure Letter;

(iii) Indebtedness of Parent to any Subsidiary and of any Subsidiary to Parent or any other Subsidiary; provided that (A) such Indebtedness shall not have been transferred to any Person

³ To match agreed order when final.

other than Parent or any Subsidiary, (B) any such Indebtedness owing by (x) a Loan Party to a Subsidiary that is not a Loan Party and (y) any Canadian Loan Party to a U.S. Borrower shall, in each case be unsecured and subordinated in right of payment to the applicable Secured Obligations and the Prepetition Lender Obligations on terms customary for intercompany subordinated Indebtedness, as reasonably determined by the Administrative Agent and (C) any such Indebtedness shall be incurred in compliance with Section 6.04;

(iv) Guarantees incurred in compliance with Section 6.04;

(v) Indebtedness of Parent or any Subsidiary permitted by the Approved Budget (including with respect to any Permitted Variances) (A) incurred to finance the acquisition, construction or improvement of any fixed or capital assets, including Capital Lease Obligations and Synthetic Lease Obligations, provided that such Indebtedness is incurred prior to or within 180 days after such acquisition or the completion of such construction or improvement and the principal amount of such Indebtedness does not exceed the cost of acquiring, constructing or improving such fixed or capital assets or (B) assumed in connection with the acquisition of any fixed or capital assets; provided that the aggregate principal amount of Indebtedness permitted by this clause (v) shall not exceed \$10,000,000 at any time outstanding;

(vi) Indebtedness in respect of netting services, overdraft protections and otherwise in connection with deposit and checking accounts, in each case, in the ordinary course of business;

(vii) Indebtedness in respect of letters of credit, bank guarantees and similar instruments issued for the account of Parent or any Subsidiary in the ordinary course of business supporting obligations under workers' compensation, unemployment insurance and other social security laws;

(viii) [reserved];

(ix) the Senior Notes;

(x) Indebtedness under the Term Credit Agreement in an aggregate principal amount not to exceed \$[●]⁴ at any time outstanding, provided that such Indebtedness shall at all times be subject to the Intercreditor Agreement as supplemented by the Intercreditor Acknowledgment;

(xi) Indebtedness of Loan Parties in respect of surety bonds (whether bid performance or otherwise) and performance and completion guarantees and other obligations of a like nature, in each case incurred in the ordinary course of business;

(xii) [reserved];

(xiii) Indebtedness incurred under leases of real property in respect of tenant improvements;

(xiv) [reserved];

(xv) Indebtedness of Foreign Subsidiaries (other than any Canadian Subsidiary) in an amount not to exceed \$5,000,000 at any one time outstanding;

⁴ NTD - To equal amount outstanding as of Petition Date.

(xvi) other Indebtedness in an aggregate principal amount not to exceed \$10,000,000 at any time outstanding permitted by the Approved Budget (including with respect to any Permitted Variances);

(xvii) Indebtedness consisting of (a) the financing of insurance premiums and (b) take-or-pay obligations contained in supply arrangements, in each case, in the ordinary course of business;

(xviii) obligations under any agreement governing the provision of treasury or cash management services, including deposit accounts, overnight draft, credit cards, debit cards, p-cards (including purchasing cards and commercial cards), funds transfer, automated clearinghouse, zero balance accounts, returned check concentration, controlled disbursement, lockbox, account reconciliation and reporting and trade finance services and other cash management services;

(xix) Indebtedness in the form of Swap Agreements permitted under Section 6.07; and

(xx) Indebtedness expressly permitted by the Approved Budget (subject to any Permitted Variances).

(b) The accrual of interest, the accretion of accreted value and the payment of interest or dividends in the form of additional Indebtedness or Disqualified Stock, as applicable, the accretion of original issue discount, the accretion of liquidation preference and increases in the amount of Indebtedness outstanding solely as a result of fluctuations in the exchange rate of currencies shall not be deemed to be an incurrence of Indebtedness or Disqualified Stock for purposes of Section 6.01(a).

(c) Parent will not, and will not permit any Subsidiary to, issue any Disqualified Stock, other than, in the case of the Subsidiaries, to Parent or a Subsidiary; provided that any issuance of Equity Interests of any Subsidiary that is not a Loan Party to any Loan Party shall be subject to Section 6.04.

(d) Notwithstanding any of the foregoing, no Indebtedness permitted under this Section 6.01 shall be permitted to have an administrative expense claim status under the Bankruptcy Code senior to or *pari passu* with the superpriority administrative expense claims of (i) the Administrative Agent and the Lenders and (ii) to the extent provided by section 507(b) of the Bankruptcy Code, the Prepetition Agent and the Prepetition Lenders, in each case, as set forth herein and in the applicable Order, other than, solely with respect to Collateral that is not ABL Priority Collateral, Indebtedness under the Term Credit Agreement permitted under Section 6.01(a)(x).

SECTION 6.02 Liens. The Loan Parties will not, and will not permit any Subsidiary to, create, incur, assume or permit to exist any Lien on any asset now owned or hereafter acquired, or assign or sell any income or revenues (including accounts receivable) or rights in respect of any thereof, except:

(a) Liens granted by the Interim Order and the Final Order (in each case, including the Carve-Out) or created under the Loan Documents or Prepetition Loan Documents;

(b) Permitted Encumbrances;

(c) any Lien on any asset of Parent or any Subsidiary existing on the Effective Date and set forth in Section 6.02 of the Disclosure Letter; provided that (i) such Lien shall not apply to any other asset of Parent or any Subsidiary and (ii) such Lien shall secure only

those obligations that it secures on the Effective Date and any extensions, renewals and refinancings thereof that do not increase the outstanding principal amount thereof;

(d) [reserved];

(e) Liens on fixed or capital assets (other than Rental Product) acquired, constructed or improved by Parent or any Subsidiary; provided that (i) such Liens secure only Indebtedness permitted by Section 6.01(a)(v) and obligations relating thereto not constituting Indebtedness and (ii) such Liens shall not apply to any other asset of Parent or any Subsidiary (other than the proceeds and products thereof); provided further that in the event purchase money obligations are owed to any Person with respect to financing of more than one purchase of any fixed or capital assets (other than Rental Product), such Liens may secure all such purchase money obligations and may apply to all such fixed or capital assets financed by such Person;

(f) in connection with the sale or transfer of any Equity Interests or other assets in a transaction permitted under Section 6.05, customary rights and restrictions contained in agreements relating to such sale or transfer pending the completion thereof, solely to the extent such sale or transfer would have been permitted on the date of the creation of such Lien;

(g) in the case of (i) any Subsidiary that is not a wholly-owned Subsidiary or (ii) the Equity Interests in any Person that is not a Subsidiary, any encumbrance or restriction, including any put and call arrangements, related to Equity Interests in such Subsidiary or such other Person set forth in the organizational documents of such Subsidiary or such other Person or any related joint venture, shareholders' or similar agreement, in each case, so long as such encumbrance or restriction is in existence on the Petition Date;

(h) Liens solely on any cash earnest money deposits, escrow arrangements or similar arrangements made by Parent or any Subsidiary in connection with the purchase or other acquisition of equipment or inventory in the ordinary course of business;

(i) Liens securing (i) Indebtedness permitted by Section 6.01(a)(x), (ii) obligations relating thereto not constituting Indebtedness and (iii) Swap Obligations secured on a pari passu basis with the Indebtedness referred to in clause (i); provided that any such Liens are subject to the Orders;

(j) any Lien on assets of any Foreign Subsidiary (other than a Canadian Loan Party) securing Indebtedness of such Foreign Subsidiary (other than a Canadian Loan Party) permitted by Section 6.01(a) and obligations relating thereto not constituting Indebtedness;

(k) other Liens securing Indebtedness or other obligations in an aggregate principal amount not to exceed \$10,000,000 at any time outstanding (it being understood that in the event any such Liens extend to Accounts, Credit Card Accounts Receivable, Rental Product or Inventory, such Accounts, Credit Card Accounts Receivable, Rental Product or Inventory shall, to the extent otherwise included therein, cease to be Eligible

Accounts, Eligible Credit Card Accounts Receivable, Eligible Rental Inventory or Eligible Inventory, as applicable);

(l) Liens in favor of the Prepetition Lenders or other Prepetition secured parties as adequate protection granted pursuant to the Orders;

(m) licenses of intellectual property or data granted in the ordinary course of business or which do not materially interfere with the business of the Parent and any Subsidiary (taken as a whole); and

(n) the Canadian Court Ordered Charges and any other charge granted by the Canadian Court with the consent of the Canadian Administrative Agent, acting reasonably;

Notwithstanding the foregoing, (i) none of the Liens permitted pursuant to this Section 6.02 may at any time attach to any Collateral included in the Borrowing Base, other than those permitted under clauses (a) and (b) of the definition of Permitted Encumbrances and clause (a), (c), (h), (i), (l) and (n) above, and (ii) Liens permitted under this Section 6.02, other than the Liens securing the credit facility under the Term Credit Agreement on Term Priority Collateral (solely to the extent set forth in the Orders) shall at all times be junior and subordinate to the Liens under the Loan Documents and the applicable Order securing the Secured Obligations. The prohibition provided for in this Section 6.02 specifically includes any material step by any Debtor, the Committee or any other party in interest in the Cases, as applicable, to prime any claims, Liens or interests of (x) the Administrative Agent and the Lenders or (y) for so long as the Prepetition Lender Obligations have not been indefeasibly paid in full in cash, the Prepetition Agent and the Prepetition Lenders, any Lien, in each case, other than as set forth in the applicable Order and irrespective of whether such claims, Liens or interests may be “adequately protected.”

SECTION 6.03 Fundamental Changes; Business Activities.

(a) Parent will not, and will not permit any Subsidiary to, merge into, amalgamate with or consolidate with any other Person, or permit any other Person to merge into, amalgamate with or consolidate with it, or liquidate or dissolve, except that, if at the time thereof and immediately after giving effect thereto no Default shall have occurred and be continuing (i) any Subsidiary (other than the Company) may merge into or amalgamate with Parent in a transaction in which Parent is the surviving corporation, (ii) any Person (other than the Company) may merge into, amalgamate with or consolidate with any Subsidiary in a transaction in which the surviving entity is a Subsidiary and (A) if any party to such merger, amalgamation or consolidation is a Borrower, a Borrower, and (B) if any party to such merger, amalgamation or consolidation is a Loan Party, a Loan Party, (iii) [reserved] and (iv) any Subsidiary (other than a Borrower) may liquidate or dissolve if Parent determines in good faith that such liquidation or dissolution is in the best interests of Parent and is not materially disadvantageous to the Lenders; provided that any such merger, amalgamation or consolidation involving a Person that is not a wholly owned Subsidiary immediately prior to such merger, amalgamation or consolidation shall not be permitted unless it is also permitted by Section 6.04.

(b) Parent will not, and will not permit any of its Subsidiaries to, engage to any material extent in any business other than businesses of the type conducted by the Parent and the Subsidiaries on the Effective Date and businesses reasonably related or complementary thereto.

SECTION 6.04 Investments, Loans, Advances, Guarantees and Acquisitions. Parent will not, and will not permit any Subsidiary to, purchase, hold, acquire (including pursuant to any merger,

amalgamation or consolidation), make or otherwise permit to exist any Investment in any other Person, or purchase or otherwise acquire (in one transaction or a series of transactions) all or substantially all the assets of any other Person or of a business unit, division, product line or line of business of any other Person, except:

- (a) Investments in cash and Cash Equivalents;
- (b) Investments existing on the Effective Date and set forth in Section 6.04 of the Disclosure Letter (but not any additions thereto (including any capital contributions) made after the Effective Date);
- (c) Investments by Parent and the Subsidiaries in Equity Interests in their respective Subsidiaries; provided that (i) such Subsidiaries are Subsidiaries prior to such Investments, (ii) the aggregate amount of such Investments by the Loan Parties in, and loans and advances by the Loan Parties to, and Guarantees by the Loan Parties of Indebtedness and other obligations of, Subsidiaries that are not Loan Parties (excluding all such Investments, loans, advances and Guarantees existing on the Effective Date and permitted by clause (b) above) permitted pursuant to this clause (c) and pursuant to clauses (d) and (e) below shall not exceed \$10,000,000 at any time outstanding, and (iii) such Investments are permitted by the Approved Budget (subject to Permitted Variances);
- (d) loans or advances made by Parent to any Subsidiary or made by any Subsidiary to Parent or any other Subsidiary; provided that (i) the Indebtedness resulting therefrom is permitted by Section 6.01(a)(iii) and (ii) the amount of such loans and advances made by the Loan Parties to Subsidiaries that are not Loan Parties shall be subject to the limitation set forth in clause (c) above and shall be permitted by the Approved Budget (subject to Permitted Variances);
- (e) Guarantees by Parent or any Subsidiary of Indebtedness or other obligations of Parent or any Subsidiary (including any such Guarantees (i) arising as a result of any such Person being a joint and several co-applicant with respect to any letter of credit or letter of guaranty or (ii) of any leases of retail store locations and related obligations arising thereunder); provided that the aggregate amount of Indebtedness and other obligations of Subsidiaries that are not Loan Parties that is Guaranteed by any Loan Party shall be subject to the limitation set forth in clause (c) above and shall be permitted by the Approved Budget (subject to Permitted Variances);
- (f) Investments contemplated by the Approved Budget (subject to Permitted Variances);
- (g) Investments received in connection with the bankruptcy or reorganization of, or settlement of delinquent accounts and disputes with, customers and suppliers, in each case in the ordinary course of business;
- (h) [reserved];
- (i) deposits, prepayments and other credits to suppliers, lessors and landlords made in the ordinary course of business;
- (j) advances by Parent or any Subsidiary to employees in the ordinary course of business consistent with past practices for travel and entertainment expenses, relocation costs and similar purposes to the extent permitted by the Approved Budget (subject to Permitted Variances);

(k) [reserved];

(l) Investments in the form of Swap Agreements permitted under Section 6.07;

(m) investments constituting deposits described in clauses (c) and (d) of the definition of “Permitted Encumbrances” and endorsements of instruments for collection or deposit in the ordinary course of business; and

(n) other Investments in an aggregate amount not to exceed \$1,000,000 at any time outstanding to the extent permitted by the Approved Budget (subject to Permitted Variances).

For the purposes of this Section 6.04, any payment by Parent or any Subsidiary for goods and services delivered to any Subsidiary not required to be reimbursed shall be deemed an Investment in such Subsidiary.

SECTION 6.05 Asset Sales. The Loan Parties will not, and will not permit any Subsidiary to, sell, transfer, lease or otherwise dispose of any asset, including any Equity Interest owned by it, nor will Parent permit any Subsidiary to issue any additional Equity Interests in such Subsidiary (other than to Parent or any other Subsidiary in compliance with Section 6.04, and other than directors’ qualifying shares and other nominal amounts of Equity Interests that are required to be held by other Persons under applicable law) (each of the foregoing, an “Asset Sale”), except:

(a) (i) sales of inventory, (ii) sales, transfers and other dispositions of used, surplus, obsolete or outmoded machinery or equipment and (iii) dispositions of cash and Cash Equivalents in accordance with the Approved Budget, in each case (other than in the case of clause (iii)) in the ordinary course of business;

(b) sales, transfers, leases and other dispositions to Parent or any Subsidiary in the ordinary course of business; provided that any such sales, transfers, leases or other dispositions involving (x) a Loan Party and a Subsidiary that is not a Loan Party or (y) a U.S. Borrower and a Canadian Loan Party shall be made in compliance with Sections 6.04 and 6.09;

(c) the sale or discount of accounts receivable arising in the ordinary course of business, but only in connection with the compromise or collection thereof and not in connection with any financing transaction;

(d) dispositions of assets subject to any casualty or condemnation proceeding (including in lieu thereof);

(e) leases or subleases of real property granted by Parent or any Subsidiary to third Persons not interfering in any material respect with the business of Parent or any Subsidiary, including, without limitation, retail store lease assignments and surrenders;

(f) the sale, transfer or other disposition of patents, trademarks, copyrights and other intellectual property (i) in the ordinary course of business, including pursuant to non-exclusive licenses of intellectual property; provided that no such sale, transfer or other disposition could reasonably be expected to adversely affect in any material respect the fair value of any Eligible Inventory or the ability of the Administrative Agent to dispose of or otherwise realize upon any Eligible Inventory, or (ii) which, in the reasonable judgment of Parent or any Subsidiary, are determined to be uneconomical, negligible or obsolete in the conduct of business;

(g) [reserved];

(h) sales, transfers and other dispositions of assets provided for in the Approved Budget that are not permitted by any other clause of this Section in an aggregate amount equal to a fair market value, as determined by a Financial Officer of the Parent Borrower reasonably and acting in good faith, of not more than \$5,000,000;

(i) Restricted Payments permitted by Section 6.08(a);

(j) other sales, transfers or dispositions pursuant to an order of the Court which sale, transfer or disposition are consistent with the Restructuring Support Agreement and the Approved Budget;

(k) the abandonment or let lapse of patents, trademarks, copyrights or other intellectual property, (i) in the ordinary course of business or (ii) which, in the reasonable business judgment of the Parent or any Subsidiary, are determined to be uneconomical, not material, negligible or obsolete;

(l) licenses of intellectual property or data granted in the ordinary course of business or which do not materially interfere with the business of the Parent and any Subsidiary (taken as a whole); and

(m) Specified Dispositions;

provided that all sales, transfers, leases and other dispositions permitted hereby (other than those permitted by clause (a)(ii), (a)(iii), (b), (d), (e), (f), (i), (j), (k), (l) and (m) above) shall be made for fair value. Notwithstanding the foregoing, other than in connection with a Specified Disposition or dispositions to the Company or any Subsidiary in compliance with Section 6.05, and other than directors' qualifying shares and other nominal amounts of Equity Interests that are required to be held by other Persons under applicable requirements of law, no such sale, transfer or other disposition of any Equity Interests in any Borrower shall be permitted.

SECTION 6.06 Sale/Leaseback Transactions. The Loan Parties will not, and will not permit any Subsidiary to, enter into any Sale/Leaseback Transaction, except to the extent such Sale/Leaseback Transaction is entered into in connection with a Specified Disposition.

SECTION 6.07 Swap Agreements. The Loan Parties will not, and will not permit any Subsidiary to, enter into any Swap Agreement, other than Swap Agreements entered into in the ordinary course of business to hedge or mitigate risks to which a Loan Party or a Subsidiary is exposed in the conduct of its business or the management of its liabilities and not for speculative purposes.

SECTION 6.08 Restricted Payments; Certain Payments of Indebtedness.

(a) The Loan Parties will not, and will not permit any Subsidiary to, declare or make, or agree to pay or make, directly or indirectly, any Restricted Payment, or incur any obligation (contingent or otherwise) to do so, except that (i) Parent may declare and pay dividends with respect to its Equity Interests payable solely in additional Equity Interests (other than Disqualified Stock), (ii) any Subsidiary may declare and pay dividends or make other distributions with respect to its capital stock, partnership or membership interests or other similar Equity Interests, or make other Restricted Payments in respect of its Equity Interests, in each case ratably to the holders of such Equity Interests (or, if not ratably, on a basis more favorable to Parent and the Subsidiaries), (iii) the Parent and its Subsidiaries may make Restricted Payments to the extent provided for in the Approved Budget (including Permitted Variances thereto), (iv) [reserved], (v) the Parent may make cash payments in lieu of the issuance of fractional shares representing insignificant

interests in the Parent in connection with the exercise of warrants, options or other securities convertible into or exchangeable for shares of common stock in the Parent, (vi) the Loan Parties may make Restricted Payments to Borrower Representative on or around and upon the execution and effectiveness of the RSA to pay fees and expenses in accordance therewith to the extent permitted in the applicable Orders, (vii) to the extent constituting a Restricted Payment, the Parent and its Subsidiaries may consummate transactions permitted by Section 6.05; and (viii) the Loan Parties may make Restricted Payments to permit payment of franchise and similar taxes, administrative and maintenance expenses, and foreign independent director (or foreign independent member or manager) fees and expenses and related expenses, in each case, of certain non-Debtor affiliate entities to the extent provided in the “first day” orders on a final basis entered by the Court in respect of ongoing cash management in the ordinary course of business consistent with past practice and to the extent provided for in the Approved Budget (including Permitted Variances thereto).

(b) Parent will not, and will not permit any Subsidiary to, make or agree to pay or make, directly or indirectly, any payment or other distribution (whether in cash, securities or other property) of or in respect any Specified Indebtedness (including any sinking fund or similar deposit, on account of the purchase, redemption, retirement, acquisition, cancellation or termination of any Specified Indebtedness), or any payment or other distribution (whether in cash, securities or other property), except:

(i) payments or other distributions in respect of any Specified Indebtedness to the extent provided for in the Approved Budget (including Permitted Variances thereto) and/or permitted by the applicable Orders;

(ii) [reserved];

(iii) to the extent not subject to any mandatory prepayment of the Loans or reinvestment required pursuant to the mandatory prepayment provisions and/or reinvestment provisions of Section 2.11(c), payment of secured Specified Indebtedness that becomes due as a result of (A) any voluntary sale or transfer of any assets (other than assets included in any Borrowing Base) securing such Indebtedness or (B) any casualty or condemnation proceeding (including a disposition in lieu thereof) of any assets (other than assets included in any Borrowing Base) securing such Indebtedness;

(iv) payments of or in respect of Specified Indebtedness solely by issuance of the common stock of Parent;

(v) payments of or in respect of Specified Indebtedness incurred by any Subsidiary that is not a Debtor;

(vi) [reserved];

(vii) [reserved]; and

(viii) other payments or distributions to the extent provided for in the Approved Budget (including Permitted Variances thereto) and/or permitted by the applicable Orders.

SECTION 6.09 Transactions with Affiliates. The Loan Parties will not, and will not permit any Subsidiary to, sell, lease, license or otherwise transfer any assets to, or purchase, lease, license or otherwise acquire any assets from, or otherwise engage in any other transactions with, any of its Affiliates, except (a) transactions in the ordinary course of business at prices and on terms and conditions not less favorable to Parent or such Subsidiary than those that would prevail in an arm’s-length transaction with unrelated third parties, (b) transactions between or among Parent and the Subsidiaries not involving any

other Affiliate, (c) any Restricted Payment permitted by Section 6.08, (d) the payment of reasonable fees and compensation to, and the providing of reasonable indemnities on behalf of, directors and officers of Parent or any Subsidiary, as determined by the board of directors of Parent in good faith, (e) employment contracts or subscription, put/call arrangements with employees, officers or directors, (f) transactions necessary to make adequate protection payments on account of secured Prepetition Indebtedness pursuant to the Final Order and (g) the transactions described in Section 6.09 of the Disclosure Letter.

SECTION 6.10 Restrictive Agreements. The Loan Parties will not, and will not permit any Subsidiary to, directly or indirectly, enter into, incur or permit to exist any agreement or other arrangement that restricts or imposes any condition upon (a) the ability of Parent or any Subsidiary to create, incur or permit to exist any Lien upon any of its assets to secure any Secured Obligations or (b) the ability of any Subsidiary to pay dividends or other distributions with respect to its Equity Interests or to make or repay loans or advances to Parent or any Subsidiary or to Guarantee Indebtedness of Parent or any Subsidiary; provided that (i) the foregoing shall not apply to (A) restrictions and conditions imposed by law or by any Loan Document, (B) restrictions and conditions existing on the Effective Date identified in Section 6.10 of the Disclosure Letter or set forth in any Orders (but shall apply to any amendment or modification), (C) customary restrictions and conditions contained in agreements relating to the sale of a Subsidiary pending such sale, provided that such restrictions and conditions apply only to the Subsidiary that is to be sold and such sale is permitted hereunder, (D) in the case of any Subsidiary that is not a wholly-owned Subsidiary, restrictions and conditions imposed by its organizational documents or any related joint venture or similar agreement, provided that such restrictions and conditions apply only to such Subsidiary and to any Equity Interests in such Subsidiary, (E) restrictions and conditions set forth in the definitive documentation governing the Term Credit Agreement and the Senior Notes, provided that, in the case of clause (a) above, such restrictions and conditions are no more onerous than those set forth in the Term Credit Agreement as in effect on the Effective Date and the Senior Notes Indenture as in effect on the Effective Date, (F) restrictions and conditions imposed by agreements relating to Indebtedness of Subsidiaries that are not Loan Parties permitted under Section 6.01(a) and (G) cash to secure letters of credit and other segregated deposits that are permitted pursuant to Section 6.02(h), provided that such restrictions and conditions apply only to such Subsidiaries that are not Loan Parties, (ii) clause (a) of the foregoing shall not apply to (A) restrictions or conditions imposed by any agreement relating to secured Indebtedness permitted by Section 6.01(a)(v) if such restrictions or conditions apply only to the assets securing such Indebtedness and (B) customary provisions in leases and other agreements restricting the assignment thereof and (iii) clause (b) of the foregoing shall not apply to restrictions and conditions imposed by agreements relating to Indebtedness of any Subsidiary in existence at the time such Subsidiary became a Subsidiary and otherwise permitted under Section 6.01(a) (but shall apply to any amendment or modification expanding the scope of, any such restriction or condition), provided that such restrictions and conditions apply only to such Subsidiary. Nothing in this paragraph shall be deemed to modify the obligations of the Loan Parties under Sections 5.04 or 5.15 or under the Collateral Documents.

SECTION 6.11 Amendment of Organizational Documents and Documents Governing Specified Indebtedness. The Loan Parties will not, and will not permit any Subsidiary to, amend, modify or waive any of its rights under its certificate of incorporation, by-laws or other organizational documents, in either case, to the extent such amendment, modification or waiver would be adverse to the rights or interests of the Lenders hereunder or under any other Loan Document. The Loan Parties will not, and will not permit any Subsidiary to, amend, modify or change in any manner adverse to the interest of the Lender any term or condition of any documentation governing Specified Indebtedness except as contemplated by the RSA; provided that immaterial amendment of an administrative, ministerial or technical nature may be made so long as contemporaneous written notice thereof is provided to the Administrative Agent. The Loan Parties will not, and will permit any Subsidiary to, amend, modify or waive any of its rights under its certificate of incorporation, by-laws or other organizational documents, in either case, to the extent such

amendment, modification or waiver would be adverse to the rights or interests of the Lenders hereunder or under any other Loan Document.

SECTION 6.12 Financial Covenants.

(a) Minimum Availability. The Loan Parties will not permit Availability at any time to be less than the greater of (i) 10% of the Line Cap and (ii) \$40,000,000.

(b) Variances. Commencing at the end of the fourth full fiscal week following the Petition Date and for each fiscal week thereafter, the Loan Parties shall not permit (i) Actual Cash Receipts for any Cumulative Four-Week Period to be less than 90% of Budgeted Cash Receipts for any such Cumulative Four-Week Period and (ii) the Actual Disbursement Amount for any Cumulative Four-Week Period to be greater than 110% of the Budgeted Disbursement Amount for any such Cumulative Four Week Period.

SECTION 6.13 Changes in Fiscal Periods. Parent will not change its fiscal year or its method of determining fiscal quarters without the written consent of the Administrative Agent.

SECTION 6.14 Canadian Pension Plans. The Loan Parties shall not (a) contribute to or assume an obligation to contribute to any Canadian Defined Benefit Plan, without the prior written consent of the Administrative Agent, (b) acquire an interest in any Person if such Person sponsors, maintains or contributes to, or at any time in the five-year period preceding such acquisition has sponsored, maintained, or contributed to a Canadian Defined Benefit Plan, without the prior written consent of the Administrative Agent; or (c) wind-up any Canadian Defined Benefit Plan, in whole or in part, unless it has obtained written advice from the actuary for such plan that the plan (or part thereof in the case of a partial windup) is fully funded or has no unfunded liability at the effective date of the windup, without the prior written consent of the Administrative Agent.

SECTION 6.15 Sanctions. The Parent and its Subsidiaries will not, directly or, to its knowledge, indirectly, use the proceeds of any Borrowing or any Letter of Credit, or lend, contribute or otherwise make available such proceeds to any Subsidiary, joint venture partner or other individual or entity, to fund any activities of or business with any individual or entity, or in any Sanctioned Country, that, at the time of such funding, is the subject of Sanctions, or in any other manner that will result in a violation by an individual or entity (including any individual or entity participating in the transaction, whether as Lender, Arranger, Administrative Agent, or otherwise) of Sanctions.

SECTION 6.16 Anti-Corruption Laws. The Parent and its Subsidiaries will not, directly or indirectly, use the proceeds of any Borrowing or any Letter of Credit for any purpose which would breach any Anti-Corruption Laws.

SECTION 6.17 Reclamation Claims. No Loan Party shall enter into any agreement to return any of its Inventory to any of its creditors for application against any Prepetition Indebtedness, Prepetition trade payables or other Prepetition claims under Section 546(c) of the Bankruptcy Code or allow any creditor to take any setoff or recoupment against any of its Prepetition Indebtedness, Prepetition trade payables or other Prepetition claims based upon any such return pursuant to Section 553(b)(1) of the Bankruptcy Code or otherwise if, after giving effect to any such agreement, setoff or recoupment, the aggregate amount applied to Prepetition Indebtedness, Prepetition trade payables and other Prepetition claims subject to all such agreements, setoffs and recoupments since the Petition Date would exceed \$1,500,000.

SECTION 6.18 Insolvency Proceeding Claims. No Loan Party shall incur, create, assume, suffer to exist or permit any other superpriority administrative claim which is *pari passu* with or senior to the claim of the Administrative Agent or the Lenders against the Debtors, except as set forth in the Interim Order or Final Order or with the written consent of the Administrative Agent.

SECTION 6.19 [Reserved.]

SECTION 6.20 Subrogation. No Loan Party shall assert any right of subrogation or contribution with respect to the Secured Obligations against any other Loan Party.

ARTICLE VII

Events of Default

If any of the following events ("Events of Default") shall occur:

(a) any Borrower shall fail to pay any principal of any Loan or any reimbursement obligation in respect of any LC Disbursement when and as the same shall become due and payable, whether at the due date thereof or at a date fixed for prepayment thereof or otherwise;

(b) any Borrower shall fail to pay any interest on any Loan or any fee or any other amount (other than an amount referred to in clause (a) of this Article) payable under this Agreement, when and as the same shall become due and payable, and such failure shall continue unremedied for a period of three (3) Business Days;

(c) any representation, warranty or certification made or deemed made by or on behalf of Parent or any Subsidiary in or in connection with this Agreement or any other Loan Document or any amendment or modification thereof or waiver thereunder, or in any report, certificate, financial statement or other document furnished pursuant to or in connection with this Agreement or any other Loan Document or any amendment or modification thereof or waiver thereunder, shall prove to have been materially incorrect when made or deemed made (or, in the case of any representation, warranty or certification qualified by materiality, incorrect);

(d) any Loan Party shall fail to observe or perform any covenant, condition or agreement contained in Sections 5.01, 5.02(a), 5.05 (with respect to the existence of any Borrower), 5.11, 5.19, 5.20 or 5.21 or in Article VI;

(e) (i) any Loan Party shall fail to comply with Sections 5.08 or 5.14 or Section 4.04(b) of either Security Agreement and any such failure shall continue unremedied for a period of four (4) Business Days or more or (ii) any Loan Party shall fail to observe or perform any other covenant, condition or agreement contained in this Agreement or any other Loan Document (other than those specified in clause (a), (b) or (d) of this Article or in the preceding provisions of this clause (e)), and such failure shall continue unremedied for a period of twenty (20) days after the earlier of (i) any Loan Party's knowledge of such breach or (ii) notice thereof from the Administrative Agent;

(f) except as a result of commencement of the Cases or entry into this Agreement, unless the payment, acceleration and/or the exercise of remedies with respect to any such Indebtedness is stayed by the Court or unless any of the following results from obligations with respect to which the Court prohibits or does not permit any Loan Party from applicable compliance, Parent or any Subsidiary shall fail to make any payment (whether of principal, interest, termination payment or other payment obligation and regardless of amount) in respect of any Material

Indebtedness (other than the Obligations) when and as the same shall become due and payable (after giving effect to any applicable grace period);

(g) except as a result of commencement of the Cases or entry into this Agreement, unless the payment, acceleration and/or the exercise of remedies with respect to any such Indebtedness is stayed by the Court or unless any of the following results from obligations with respect to which the Court prohibits or does not permit any Loan Party from applicable compliance, (i) any event or condition shall occur that results in any Material Indebtedness becoming due, or being terminated or required to be prepaid, repurchased, redeemed or defeased, prior to its scheduled maturity, or that enables or permits (with or without the giving of notice, the lapse of time or both) the holder or holders of any Material Indebtedness or any trustee or agent on its or their behalf, or, in the case of any Swap Agreement, the applicable counterparty, to cause any Material Indebtedness to become due, or to terminate or to require the prepayment, repurchase, redemption or defeasance thereof, prior to its scheduled maturity; provided that this clause (g) shall not apply to any secured Indebtedness that becomes due as a result of the voluntary sale or transfer of the assets securing such Indebtedness;

(h) [reserved];

(i) [reserved];

(j) [reserved];

(k) [reserved];

(l) except for any order of the Court fixing the amount of any Claim in the Cases, one or more judgments for the payment of money in an aggregate amount in excess of \$20,000,000 (to the extent not covered by independent third-party insurance as to which the insurer has been notified of such judgment and has not denied coverage) shall be rendered against Parent or any Subsidiary, or any combination thereof, and the same shall remain undischarged for a period of thirty (30) consecutive days during which execution shall not be effectively stayed, or any action shall be legally taken by a judgment creditor to attach or levy upon any assets of Parent or any Subsidiary to enforce any such judgment;

(m) one or more ERISA Events shall have occurred that would, individually or in the aggregate, reasonably be expected to result in a Material Adverse Effect;

(n) a Change in Control shall occur;

(o) any Loan Guarantee or the Loan Guarantee (as defined in the Prepetition Credit Agreement) shall fail to remain in full force or effect or any action shall be taken to discontinue or to assert the invalidity or unenforceability of any Loan Guarantee or the Loan Guarantee (as defined in the Prepetition Credit Agreement), or any Loan Guarantor shall fail to comply in any material respect with any of the terms or provisions of the Loan Guarantee or the Loan Guarantee (as defined in the Prepetition Credit Agreement) to which it is a party, or any Loan Guarantor shall deny that it has any further liability under the Loan Guarantee or the Loan Guarantee (as defined in the Prepetition Credit Agreement) to which it is a party, or shall give notice to such effect (except as a result of the release thereof as provided herein);

(p) any Lien purported to be created under any Collateral Document or any Collateral Document (as defined in the Prepetition Credit Agreement) and the Orders shall cease to be, or

shall be asserted by any Loan Party not to be, a valid and perfected Lien on any material Collateral, with the priority required by the applicable Collateral Document or applicable Collateral Document (as defined in the Prepetition Credit Agreement), except (i) as a result of the sale or other disposition of the applicable Collateral in a transaction permitted under the Loan Documents, (ii) the release thereof as provided in the applicable Collateral Document or applicable Collateral Document (as defined in the Prepetition Credit Agreement) or Section 9.02(c) or (iii) as a result of the failure of the Administrative Agent to (A) maintain possession of any stock certificates, promissory notes or other instruments delivered to it under the Security Agreements or (B) continue in accordance with applicable law the effectiveness of any UCC or PPSA financing statement; or

(q) the Intercreditor Agreement, as supplemented and modified by the Intercreditor Acknowledgment, is not or ceases to be binding on or enforceable against any party thereto (or against any Person on whose behalf any such party makes any covenant or agreements therein), or shall otherwise not be effective to create the rights and obligations purported to be created thereunder, in each case in any respect material to the Administrative Agent or the other Lender Parties, or any Loan Party, the Term Agent, any Term Loan Lender or any Affiliate of any of the foregoing shall have commenced a suit or an action, including any motion or adversary proceeding in the Cases, contesting in any manner the validity or enforceability thereof or deny that it has any further liability or obligation thereunder, or the Obligations, for any reason shall not have the priority contemplated by this Agreement, the Prepetition Credit Agreement or the Intercreditor Agreement, as supplemented and modified by the Intercreditor Acknowledgment;

(r) any Loan Party or any of its Subsidiaries is enjoined, restrained or in any way prevented by the order of any court or any Governmental Authority from conducting, or otherwise ceases to conduct for any reason whatsoever, all or any material part of its business for more than thirty (30) consecutive days (other than in connection with Specified Dispositions);

(s) the Loan Parties attempt to consummate a sale of substantially all of its assets via a Plan of Reorganization (other than an Acceptable Plan) or a 363 sale without the prior written consent of the Required Lenders;

(t) the RSA is terminated for any reason, or is modified, amended or waived in any manner materially adverse to the Lender Parties without the prior written consent of the Administrative Agent and the Required Lenders;

(u) any Loan Party or any Subsidiary, or any Person claiming by or through any Loan Party or any Subsidiary, shall file a motion in the Cases or take any action or file any Plan of Reorganization or disclosure statement attendant thereto without the express written consent of the Required Lenders (or the Administrative Agent at the direction of the Required Lenders), (i) to obtain additional financing under Section 364(d) of the Bankruptcy Code not otherwise permitted under this Agreement or (ii) except as provided in the Interim Order, the Canadian Recognition Order or Final Order, as the case may be, to use cash collateral of the Administrative Agent, the Lenders and the other Lender Parties or the Prepetition Agent, the Prepetition Lenders or the Lender Parties (as defined under the Prepetition Credit Agreement) under Section 363(c) of the Bankruptcy Code, that, in each case, is ABL Priority Collateral and does not either have the prior written consent of the Required Lenders (or the Administrative Agent at the direction of the Required Lenders) or provide for the payment of the Obligations and the Prepetition Lender Obligations in full in cash and in cash upon the incurrence of such additional financing;

(v) an order with respect to any of the Cases shall be entered by the Court or the Canadian Court (i) appointing a trustee under Section 1104, (ii) appointing an examiner with

enlarged powers relating to the operation of the business (powers beyond those set forth in section 1106(a)(3) and (4) of the Bankruptcy Code) under Section 1106(b) of the Bankruptcy Code, (iii) converting the Cases to cases under Chapter 7 of the Bankruptcy Code (but excluding for the avoidance of doubt, in each case, the Monitor) or (iv) lifting the stay of proceedings in the Canadian Case to permit the appointment of a receiver, interim receiver or similar official, an assignment in bankruptcy, or the making of a bankruptcy order or receiving order against or in respect of the Canadian Borrower (but excluding for the avoidance of doubt, in each case, the appointment of the Information Officer);

(w) an order shall be entered by the Court or the Canadian Court dismissing any of the Cases which does not contain a provision for termination of all Revolving Commitments, and payment in full in cash of all Obligations and Prepetition Lender Obligations upon entry thereof;

(x) an order with respect to any of the Cases shall be entered by the Court or the Canadian Court without the express prior written consent of the Required Lenders (and with respect to any provisions that affect the rights or duties of the Administrative Agent) (i) to revoke, reverse, stay, modify, supplement or amend the Orders or the Canadian Recognition Order in a manner materially adverse to the Lenders and/or the Administrative Agent or (ii) to permit, unless otherwise contemplated by the Orders or the Canadian or (iv) lifting the stay of proceedings in the Canadian Case to permit the appointment of a receiver, interim receiver or similar official, an assignment in bankruptcy, or the making of a bankruptcy order or receiving order against or in respect of the Canadian Borrower or the Canadian Guarantors (but excluding for the avoidance of doubt, in each case, the appointment of the Information Officer) Order, any administrative expense or any Claim (now existing or hereafter arising, of any kind or nature whatsoever) to have administrative priority equal or superior to the administrative priority of the Loan Parties' Claims in respect of the Obligations (other than the Carve-Out or the Canadian Administration Charge);

(y) (i) an application for any of the orders described in clause (v) above shall be made by a Loan Party or any such application shall be made by a Person other than the Loan Parties and such application is not contested by the Loan Parties in good faith or the relief requested is not withdrawn, dismissed or denied within forty-five (45) days after the filing or (ii) any Person obtains an order under Section 506(c) of the Bankruptcy Code against the Administrative Agent, any Lender or any of the Collateral or against the Prepetition Agent, any Prepetition Lender or any Collateral (as defined in the Prepetition Credit Agreement);

(z) (i) the entry of an order by the Court terminating or modifying the exclusive right of any Loan Party to file a Plan of Reorganization pursuant to Section 1121 of the Bankruptcy Code, without the prior written consent of the Required Lenders or (ii) any Loan Parties' exclusive right to file a Plan of Reorganization expires;

(aa) any Loan Party shall fail to comply with the Interim Order, the Canadian Recognition Order or Final Order, as the case may be;

(bb) any order by the Court or the Canadian Court is entered granting any superpriority claim that is *pari passu* with or senior to those of the Lender Parties or any Lien that is senior to or *pari passu* with the Liens securing the Obligations, other than the Canadian Administration Charge or otherwise in accordance with the applicable Order or the Canadian Recognition Order;

(cc) the Court enters an order that is adverse in any material respect, when taken as a whole, to the interests of the Administrative Agent and the Lenders or the Prepetition Agent and the Prepetition

Lenders or their respective rights and remedies in their capacities as such under this Agreement or the Prepetition Credit Agreement or in any of the Cases;

(dd) the Loan Parties or any of their Subsidiaries, or any Person claiming by or through the Loan Parties or any of their Subsidiaries, obtain court authorization to commence, or commence, join in, assist or otherwise participate as an adverse party in any suit or other proceeding against any of the Administrative Agent or the Lenders in each case relating to this Agreement, in each case other than as permitted by the Orders or the Canadian Recognition Order;

(ee) the Court or the Canadian Court enters an order in the Cases avoiding or permitting recovery of any portion of the payments made on account of the Obligations owing under this Agreement or the other Loan Documents or the Prepetition Lender Obligations owing under the Prepetition Loan Documents;

(ff) the filing by any of the Loan Parties of a Plan of Reorganization other than an Acceptable Plan or any order in any of the Cases is entered by the Court or the Canadian Court confirming or sanctioning a Plan of Reorganization other than an Acceptable Plan;

(gg) any Loan Party shall challenge, support (in any such case by way of any motion or other pleading filed with the Court) any other Person's motion to, disallow in whole or in part, any payments made to the Administrative Agent or any other Lender Party with respect to the Obligations or the Prepetition Agent or the Prepetition Lenders with respect to the Prepetition Lender Obligations, or without the consent of the Administrative Agent, the filing of any motion by the Loan Parties seeking approval of (or the entry of an order by any Court approving) adequate protection to any Prepetition agent that is not permitted by Section 6.02; or

(hh) any Loan Party shall file a motion seeking, or the Court shall enter an order granting, relief from or modifying the Automatic Stay (other than in connection with the Specified Disposition or in accordance with Approved Budget) to permit actions that would have a Material Adverse Effect on the Debtors or their estates (taken as a whole);

then, notwithstanding anything in Section 362 of the Bankruptcy Code, but subject to the Remedies Notice Period and the Orders and the Canadian Recognition Order, and in every such event, and at any time thereafter during the continuance of such event, the Administrative Agent may, and at the request of the Required Lenders shall, by notice to the Borrower Representative, take either or both of the following actions, at the same or different times: (i) terminate the Revolving Commitments, and thereupon the Revolving Commitments shall terminate immediately, (ii) terminate the "Exit Revolving Commitments" under and as defined in the Exit Facility Term Sheet and (iii) declare the Loans then outstanding to be due and payable in whole (or in part, in which case any principal not so declared to be due and payable may thereafter be declared to be due and payable), and thereupon the principal of the Loans so declared to be due and payable, together with accrued interest thereon and all fees and other obligations of the Borrowers accrued hereunder, shall become due and payable immediately, in each case without presentment, demand, protest or other notice of any kind, all of which are hereby waived by the Borrowers, and, subject to the Remedies Notice Period, the Automatic Stay shall be deemed automatically vacated without further action or order of the Court and the Administrative Agent shall be entitled to (A) exercise on behalf of itself and the Lender Parties all rights and remedies available to it and the Lender Parties under the Loan Documents or applicable law (including, without limitation, the right to direct any or all of the Loan Parties to sell or otherwise dispose of any or all of the Collateral (subject to the Intercreditor Agreement)) or (B) take any and all actions described in the Orders and the Canadian Recognition Order, including, without limitation, those actions specified in the Orders and the Canadian Recognition Order after the occurrence of any Event of Default.

At any hearing during the Remedies Notice Period to contest the enforcement of remedies, the only issue that may be raised by any party in opposition thereto shall be whether, in fact, an Event of Default has occurred, and the Loan Parties hereby waive their right to and shall not be entitled to seek relief, including, without limitation, under Section 105 of the Bankruptcy Code, to the extent that such relief would in any way impair or restrict the rights and remedies of the Administrative Agent or the Lender Parties, as set forth in this Agreement, the Orders, the Canadian Recognition Order or other Loan Documents. It is agreed and understood that the Administrative Agent may not charge default interest pursuant to this Agreement during such time as the occurrence of such Event of Default is being contested during the Remedies Notice Period but once determined that such Event of Default exists, the Administrative Agent may charge default interest pursuant to this Agreement retroactively to cover the period from which the Event of Default exists through the date of determination.

ARTICLE VIII

The Administrative Agents

Each of the Lenders and each of the Issuing Banks hereby irrevocably appoints the Administrative Agent and, as applicable, the Canadian Administrative Agent and their respective successors to serve in such capacities under the Loan Documents (and in the case of the Administrative Agent, to serve as collateral agent), and authorizes each such Agent to take such actions on its behalf, including execution of the other Loan Documents, and to exercise such powers as are delegated to such Agent by the terms of the Loan Documents, together with such actions and powers as are reasonably incidental thereto. Without limiting the generality of the foregoing, each Lender hereby authorizes the Administrative Agent to consent, on behalf of each Lender, to the Interim Order, the Final Order and the Canadian Recognition Order, each to be negotiated between the Loan Parties, the Administrative Agent, certain other parties and the statutory committees appointed pursuant to Sections 327 and 1103 of the Bankruptcy Code, as applicable.

For greater certainty, and without limiting the powers of the Administrative Agent under this Agreement or under any of the other Loan Documents, for the purposes of holding any security granted by any Loan Party pursuant to the laws of the Province of Québec, each Lender and Issuing Bank hereby irrevocably appoints and authorizes the Administrative Agent to act as the hypothecary representative (in such capacity, the "Hypothecary Representative") of the Lender Parties, as contemplated under Article 2692 of the Civil Code of Québec. The Hypothecary Representative shall (i) have exclusive right and authority to exercise, except as may be otherwise specifically restricted by the terms hereof, all rights and remedies given to the Hypothecary Representative pursuant to any hypothec, (ii) benefit from and be subject to all provisions hereof with respect to the Administrative Agent, mutatis mutandis, including without limitation, all such provisions with respect to the liability or responsibility to and indemnification by the Lender Parties, (iii) be entitled to delegate from time to time any of its powers or duties under any hypothec, on such terms and conditions as it may determine from time to time. Any person who becomes a Lender Party shall be deemed to have consented to and confirmed the Hypothecary Representative as the hypothecary representative and to have ratified, as of the date it becomes a Lender Party, all actions taken by the Hypothecary Representative in such capacity. The substitution of the Administrative Agent pursuant to the provisions of Article VIII hereto shall also constitute the substitution of the Hypothecary Representative.

Each bank serving as the Administrative Agent or Canadian Administrative Agent hereunder shall have the same rights and powers in its capacity as a Lender as any other Lender or Issuing Bank and may exercise the same as though it were not the Administrative Agent or Canadian Administrative Agent, and such bank and its Affiliates may accept deposits from, lend money to, own securities of, act as the financial advisor or in any other advisory capacity for and generally engage in any kind of business with any Loan Party or any Subsidiary or other Affiliate thereof as if it were not the Administrative Agent or Canadian

Administrative Agent hereunder and without any duty to account therefor to the Lenders or the Issuing Banks.

Neither of the Administrative Agents shall have any duties or obligations except those expressly set forth in the Loan Documents. Without limiting the generality of the foregoing, (a) neither of the Administrative Agents shall be subject to any fiduciary or other implied duties, regardless of whether a Default has occurred and is continuing (and it is understood and agreed that the use of the term “agent” herein or in any other Loan Documents (or any other similar term) with reference to the Administrative Agents is not intended to connote any fiduciary or other implied (or express) obligations arising under agency doctrine of any applicable law, and that such term is used as a matter of market custom and is intended to create or reflect only an administrative relationship between contracting parties), (b) neither of the Administrative Agents shall have any duty to take any discretionary action or to exercise any discretionary power, except discretionary rights and powers expressly contemplated by the Loan Documents that the Applicable Administrative Agent is required to exercise as directed in writing by the Required Lenders (or such other number or percentage of the Lenders as shall be necessary, or as the Applicable Administrative Agent shall believe in good faith to be necessary, under the circumstances as provided in the Loan Documents); provided that the Applicable Administrative Agent shall not be required to take any action that, in its opinion, could expose such Administrative Agent to liability or be contrary to any Loan Document or applicable law, and (c) except as expressly set forth in the Loan Documents, neither of the Administrative Agents shall have any duty to disclose and shall be liable for the failure to disclose, any information relating to any Loan Party or any Subsidiary or other Affiliate thereof that is communicated to or obtained by such bank serving as Administrative Agent or Canadian Administrative Agent or any of their respective Affiliates in any capacity. Neither of the Administrative Agents shall be liable for any action taken or not taken by it with the consent or at the request of the Required Lenders (or such other number or percentage of the Lenders as shall be necessary, or as the Applicable Administrative Agent shall believe in good faith to be necessary, under the circumstances as provided in the Loan Documents) or in the absence of its own bad faith, gross negligence or willful misconduct (such absence to be presumed unless otherwise determined by a court of competent jurisdiction by a final and nonappealable judgment). Neither of the Administrative Agents shall be deemed to have knowledge of any Default unless and until written notice thereof (stating that it is a “notice of default”) is given to the such Person by the Borrower Representative or a Lender, and such Person shall not be responsible for or have any duty to ascertain or inquire into (i) any statement, warranty or representation made in or in connection with any Loan Document, (ii) the contents of any certificate, report or other document delivered hereunder or in connection with any Loan Document, (iii) the performance or observance of any of the covenants, agreements or other terms or conditions set forth in any Loan Document or the occurrence of any Default, (iv) the sufficiency, validity, enforceability, effectiveness or genuineness of any Loan Document or any other agreement, instrument or document, (v) the creation, perfection or priority of Liens on the Collateral or the existence of the Collateral, or (vi) the satisfaction of any condition set forth in Article IV or elsewhere in any Loan Document, other than to confirm receipt of items expressly required to be delivered to the Applicable Administrative Agent.

Each of the Administrative Agents shall be entitled to rely, and shall not incur any liability for relying, upon any notice, request, certificate, consent, statement, instrument, document or other writing (including any electronic message, Internet or intranet website posting or other distribution) believed by it to be genuine and to have been signed, sent or otherwise authenticated by the proper Person (whether or not such Person in fact meets the requirements set forth in the Loan Documents for being the signatory, sender or authenticator thereof). Each of the Administrative Agents also shall be entitled to rely, and shall not incur any liability for relying, upon any statement made to it orally or by telephone and believed by it to be made by the proper Person (whether or not such Person in fact meets the requirements set forth in the Loan Documents for being the signatory, sender or authenticator thereof), and may act upon any such statement prior to receipt of written confirmation thereof. In determining compliance with any condition hereunder to the making of a Loan, or the issuance, extension, renewal or increase of a Letter of Credit, that

by its terms must be fulfilled to the satisfaction of a Lender or an Issuing Bank, the Applicable Administrative Agent may presume that such condition is satisfactory to such Lender or Issuing Bank unless such Applicable Administrative Agent shall have received notice to the contrary from such Lender or Issuing Bank prior to the making of such Loan or the issuance of such Letter of Credit. Each of the Administrative Agents may consult with legal counsel (who may be counsel for the Borrowers), independent accountants and other experts selected by it, and shall not be liable for any action taken or not taken by it in accordance with the advice of any such counsel, accountants or experts.

Each of the Administrative Agents may perform any and all of its duties and exercise its rights and powers hereunder or under any other Loan Document by or through any one or more sub-agents appointed by such Person. Each of the Administrative Agents and any such sub-agent may perform any and all of its duties and exercise its rights and powers through their respective Related Parties. The exculpatory provisions of this Article shall apply to any such sub-agent and to the Related Parties of each of the Administrative Agents and any such sub-agent, and shall apply to their respective activities in connection with the syndication of the credit facilities provided for herein as well as activities as each of the Administrative Agents. Neither of the Administrative Agents shall be responsible for the bad faith, negligence or misconduct of any sub-agents except to the extent that a court of competent jurisdiction determines in a final and nonappealable judgment that such Agent acted with bad faith, gross negligence or willful misconduct in the selection of such sub-agents.

Subject to the appointment and acceptance of a successor Agent as provided in this paragraph, each of the Administrative Agents may resign at any time by notifying the Lenders, the Issuing Banks and the Borrower Representative. Upon any such resignation, the Required Lenders shall have the right, in consultation with the Borrowers, to appoint a successor that is an Eligible Successor Agent. If no successor shall have been so appointed by the Required Lenders and shall have accepted such appointment within 30 days after the retiring Agent gives notice of its resignation, then the retiring Agent may, in consultation with the Borrower Representative, on behalf of the Lenders and the Issuing Banks, appoint a successor Administrative Agent or Canadian Administrative Agent, as applicable, which is an Eligible Successor Agent. Upon the acceptance of its appointment as an Administrative Agent or Canadian Administrative Agent, as applicable, hereunder by a successor, such successor shall succeed to and become vested with all the rights, powers, privileges and duties of the retiring Administrative Agent or Canadian Administrative Agent, as applicable, and the retiring Administrative Agent or Canadian Administrative Agent, as applicable, shall be discharged from its duties and obligations hereunder. The fees payable by the Borrowers to a successor Administrative Agent or Canadian Administrative Agent, as applicable, shall be the same as those payable to its predecessor unless otherwise agreed between the Borrowers and such successor. After an Administrative Agent or Canadian Administrative Agent, as applicable, resigns hereunder, the provisions of this Article, Section 2.17(d) and Section 9.03 shall continue in effect for the benefit of such retiring Person, its sub-agents and their respective Related Parties in respect of any actions taken or omitted to be taken by any of them while it was acting as Agent.

Each Lender and Issuing Bank acknowledges that it has, independently and without reliance upon either of the Administrative Agents, the Arrangers, any Lender or any Issuing Bank, the Debtors' Investment Banker or any of the Related Parties of any of the foregoing, and based on such documents and information as it has deemed appropriate, made its own credit analysis and decision to enter into this Agreement. Each Lender and Issuing Bank also acknowledges that it will, independently and without reliance upon either of the Administrative Agents, the Arrangers, any Lender or any Issuing Bank, or any of the Related Parties of any of the foregoing, and based on such documents and information as it shall from time to time deem appropriate, continue to make its own decisions in taking or not taking action under or based upon this Agreement, any other Loan Document or any related agreement or any document furnished hereunder or thereunder.

The Loan Parties acknowledge and agree that the Administrative Agent may prepare and distribute to the Lenders Reports containing information obtained by the Administrative Agent through the exercise of its inspection rights under Section 5.09. Each Lender hereby agrees that (a) it has requested a copy of each Report prepared by or on behalf of the Administrative Agent; (b) the Administrative Agent (i) makes no representation or warranty, express or implied, as to the completeness or accuracy of any Report or any of the information contained therein or any inaccuracy or omission contained in or relating to a Report and (ii) shall not be liable for any information contained in any Report; (c) the Reports are not comprehensive audits or examinations and that the Administrative Agent undertakes no obligation to update, correct or supplement the Reports; (d) it will keep all Reports confidential and strictly for its internal use, not share the Report with any Loan Party or any other Person except as otherwise permitted pursuant to this Agreement; and (e) without limiting the generality of any other indemnification provision contained in this Agreement, it will pay and protect, and indemnify, defend, and hold the Administrative Agent and any such other Person preparing a Report harmless from and against, the claims, actions, proceedings, damages, costs, expenses, and other amounts (including reasonable attorney fees) incurred by as the direct or indirect result of any third parties who might obtain all or part of any Report through the indemnifying Lender.

To the extent required by any applicable laws (as determined in good faith by the Administrative Agents), the Administrative Agents may withhold from any payment to any Lender under any Loan Document an amount equivalent to any applicable withholding Tax. Without limiting or expanding the provisions of Section 2.17, each Lender shall indemnify and hold harmless the Administrative Agents against, and shall make payable in respect thereof within 10 days after demand therefor, any and all Taxes and any and all related losses, claims, liabilities and expenses (including fees, charges and disbursements of any counsel for the Administrative Agents) incurred by or asserted against the Administrative Agents by the IRS or any other Governmental Authority as a result of the failure of the Administrative Agents to properly withhold Tax from amounts paid to or for the account of such Lender for any reason (including because the appropriate form was not delivered or not properly executed, or because such Lender failed to notify the Administrative Agents of a change in circumstance that rendered the exemption from, or reduction of withholding Tax ineffective). A certificate as to the amount of such payment or liability delivered to any Lender by the Administrative Agents shall be conclusive absent manifest error. Each Lender hereby authorizes the Administrative Agent to set off and apply any and all amounts at any time owing to such Lender under this Agreement or any other Loan Document against any amount due the Administrative Agents under this paragraph. The agreements in this paragraph shall survive the resignation and/or replacement of the Administrative Agents, any assignment of rights by, or the replacement of, a Lender, the termination of the Commitments and the repayment, satisfaction or discharge of all other Obligations.

The provisions of this Article are solely for the benefit of each of the Agents, the Lenders and the Issuing Banks, and, except solely to the extent of the Borrowers' rights to consent pursuant to and subject to the conditions set forth in this Article, none of the Borrowers or any other Loan Party shall have any rights as a third party beneficiary of any such provisions. Each Lender Party, whether or not a party hereto, will be deemed, by its acceptance of the benefits of the Collateral and of the Loan Guarantee provided under the Loan Documents, to have agreed to the provisions of this Article.

Notwithstanding anything herein to the contrary, none of the Arrangers, any Person named on the cover page of this Agreement as a Co-Syndication Agent or a Co-Documentation Agent and the Debtors' Investment Banker shall have any duties or obligations under this Agreement or any other Loan Document (except in its capacity, as applicable, as a Lender or an Issuing Bank), but all such Persons shall have the benefit of the indemnities to the extent referenced and provided for hereunder.

ARTICLE IX

Miscellaneous

SECTION 9.01 Notices.

(a) Except in the case of notices and other communications expressly permitted to be given by telephone (and subject to paragraph (b) of this Section), all notices and other communications provided for herein shall be in writing and shall be delivered by hand or overnight courier service, mailed by certified or registered mail or sent by electronic transmission, as follows:

- (i) if to any Loan Party, to the Borrower Representative at:

[_____]
[_____]
[_____]
Attention: [_____]
Facsimile No: [●]
Email: [_____]

and

[_____]
[_____]
[_____]
Attention: [_____]
Facsimile No: [●]
Email: [_____]5

With a copy to (which shall not constitute notice):

Kirkland & Ellis LLP
2049 Century Park East, Suite 3700
Los Angeles, CA 90067
Attention: David M. Nemecek, P.C.
E-mail: david.nemecek@kirkland.com

- (ii) if to the Administrative Agent, JPMCB in its capacity as an Issuing Bank or the Swingline Lender, to JPMorgan Chase Bank, N.A. at:

2200 Ross Avenue, 9th Floor
Dallas, Texas 75201
Attention: Jon Eckhouse
Facsimile No: (214) 965-2594
Email: jon.eckhouse@jpmorgan.com

With a copy to:
Morgan Lewis & Bockius LLP
One Federal Street

5 To be provided.

Boston, Massachusetts 02110
Attention: Matthew F. Furlong, Esq.
Facsimile No. (617) 341-7701
E-mail: matthew.furlong@morganlewis.com

(iii) if to the Canadian Administrative Agent, to JPMorgan Chase Bank, N.A. Toronto Branch, at:

Suite 4500, 66 Wellington St W.
Toronto, ON M5K 1A1
Attention: Agostino Marchetti
Facsimile No: (416) 981-2375
Email: agostino.a.marchetti@jpmorgan.com

(iv) if to any other Issuing Bank, to it at its address or electronic transmission address most recently specified by it in a notice delivered to the Administrative Agent and the Borrower Representative; and

(v) if to any other Lender, to it at its address or electronic transmission address set forth in its Administrative Questionnaire.

All such notices and other communications (i) sent by hand or overnight courier service, or mailed by certified or registered mail, shall be deemed to have been given when received, (ii) sent by electronic transmission shall be deemed to have been given when sent (or, if not given during normal business hours for the recipient, at the opening of business on the next Business Day for the recipient) and (iii) delivered through electronic communications to the extent provided in paragraph (b) of this Section shall be effective as provided in such paragraph.

(b) Notices and other communications to the Lenders and Issuing Banks hereunder may be delivered or furnished by electronic communications (including e-mail and internet or intranet websites) pursuant to procedures approved by the Administrative Agent; provided that the foregoing shall not apply to notices under Article II to any Lender or Issuing Bank if such Lender or Issuing Bank, as applicable, has notified the Administrative Agent that it is incapable of receiving notices under such Article by electronic communication. The Administrative Agent or the Borrower Representative (on behalf of the Loan Parties) may, in its discretion, agree to accept notices and other communications to it hereunder by electronic communications pursuant to procedures approved by it; provided that approval of such procedures may be limited to particular notices or communications. All such notices and other communications (i) sent to an e-mail address shall be deemed received upon the sender's receipt of an acknowledgement from the intended recipient (such as by return e-mail or other written acknowledgement), provided that if not given during the normal business hours of the recipient, such notice or communication shall be deemed to have been given at the opening of business on the next Business Day for the recipient, and (ii) posted to an Internet or intranet website shall be deemed received upon the deemed receipt by the intended recipient at its e-mail address as described in the foregoing clause (b)(i) of notification that such notice or communication is available and identifying the website address therefor.

(c) Any party hereto may change its address or electronic transmission address for notices and other communications hereunder by notice to the other parties hereto.

(d) The Loan Parties agree that the Administrative Agent and the Canadian Administrative Agent may, but shall not be obligated to, make any Communication by posting such Communication on Debt Domain, Intralinks, Syndtrak or a similar electronic transmission system (the "Platform"). The

Platform is provided “as is” and “as available.” Neither of the Administrative Agents nor any of their Related Parties warrants, or shall be deemed to warrant, the adequacy of the Platform and expressly disclaim liability for errors or omissions in the Communications. No warranty of any kind, express, implied or statutory, including any warranty of merchantability, fitness for a particular purpose, non-infringement of third-party rights or freedom from viruses or other code defects, is made, or shall be deemed to be made, by either of the Administrative Agents or any of their Related Parties in connection with the Communications or the Platform.

SECTION 9.02 Waivers; Amendments.

(a) No failure or delay by the Administrative Agent, the Canadian Administrative Agent, any Issuing Bank or any Lender in exercising any right or power hereunder or under any other Loan Document shall operate as a waiver thereof, nor shall any single or partial exercise of any such right or power, or any abandonment or discontinuance of steps to enforce such a right or power, preclude any other or further exercise thereof or the exercise of any other right or power. The rights and remedies of the Administrative Agent, the Canadian Administrative Agent, the Issuing Banks and the Lenders hereunder and under any other Loan Document are cumulative and are not exclusive of any rights or remedies that they would otherwise have. No waiver of any provision of any Loan Document or consent to any departure by any Loan Party therefrom shall in any event be effective unless the same shall be permitted by paragraph (b) of this Section, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given. Without limiting the generality of the foregoing, the making of a Loan or issuance of a Letter of Credit shall not be construed as a waiver of any Default, regardless of whether the Administrative Agent, the Canadian Administrative Agent, any Lender or any Issuing Bank may have had notice or knowledge of such Default at the time.

(b) Except as provided in Sections 5.16, 9.02(e) and 9.18 (and, except as specifically provided in any Loan Document with respect to the Schedule thereto), and subject to Section 2.14(c), none of this Agreement, any other Loan Document or any provision hereof or thereof may be waived, amended or modified except (i) in the case of this Agreement, pursuant to an agreement or agreements in writing entered into by the Borrowers and the Required Lenders or (ii) in the case of any other Loan Document, pursuant to an agreement or agreements in writing entered into by the Administrative Agent (if a party to the original agreement), the Canadian Administrative Agent (if a party to the original agreement) and the Loan Party or Loan Parties that are parties thereto, with the consent of the Required Lenders; provided that (A) any provision of this Agreement or any other Loan Document may be amended by an agreement in writing entered into by the Borrowers, the Administrative Agent and the Canadian Administrative Agent to cure any technical error, ambiguity, omission, defect or inconsistency so long as, in each case, the Lenders shall have received at least five (5) Business Days’ prior written notice thereof and the Administrative Agent shall not have received, within five (5) Business Days of the date of such notice to the Lenders, a written notice from the Required Lenders stating that the Required Lenders object to such amendment and (B) no such agreement shall (1) increase the Revolving Commitment of any Lender without the written consent of such Lender (provided that the Applicable Administrative Agent may make Protective Advances and Overadvances as set forth in Section 2.04 or 2.05, as applicable), (2) reduce or forgive the principal amount of any Loan or LC Disbursement or reduce the rate of interest thereon, or reduce or forgive any interest or fees payable hereunder, without the written consent of each Lender directly affected thereby, (3) postpone any scheduled date of payment of the principal amount of any Loan or LC Disbursement, or any date for the payment of any interest, fees or other Obligations payable hereunder, or reduce the amount of, waive or excuse any such payment, or postpone the scheduled date of expiration of any Revolving Commitment, without the written consent of each Lender directly affected thereby, (4) change Section 2.18(b) or 2.18(d) in a manner that would alter the manner in which payments are shared, without the written consent of each Lender, (5) increase the advance rates set forth in the definition of U.S. Borrowing Base or Canadian Borrowing Base or add new categories of eligible assets, without the written consent of the each Lender,

(6) change any of the provisions of this Section or the percentage set forth in the definition of the term "Required Lenders" or any other provision of any Loan Document specifying the number or percentage of Lenders required to waive, amend or modify any rights thereunder or make any determination or grant any consent thereunder, without the written consent of each Lender, (7) change Section 2.20 without the consent of each Lender (other than any Defaulting Lender) adversely affected thereby, (8) release all or substantially all of the value of the Loan Guarantee (except as otherwise permitted herein or in the other Loan Documents), without the written consent of each Lender, or (9) except as provided in paragraph (c) of this Section or in any Collateral Document, release all or substantially all of the Collateral without the written consent of each Lender; provided further that no such agreement shall amend, modify or otherwise affect the rights or duties of the Administrative Agent, the Canadian Administrative Agent, any Issuing Bank or the Swingline Lender hereunder or under any other Loan Document without the prior written consent of the Administrative Agent, the Canadian Administrative Agent such Issuing Bank or the Swingline Lender, as the case may be (it being understood that any change to Section 2.20 shall require the consent of the Administrative Agent, the Canadian Administrative Agent, the Swingline Lender and each Issuing Bank).

(c) The Lenders and the Issuing Banks hereby irrevocably authorize the Administrative Agent, at its option and in its sole discretion, (i) to release any Liens granted to the Administrative Agent by the Loan Parties on any Collateral (A) upon the termination of (x) all the Revolving Commitments, payment and satisfaction in full in cash of all Obligations (other than Unliquidated Obligations) and the cash collateralization of all Unliquidated Obligations in respect of Letters of Credit in a manner satisfactory to each applicable Issuing Bank and the Administrative Agent and (y) solely in the case of the Canadian Collateral, upon termination in full of all the Canadian Commitments and payment and satisfaction in full in cash of all Canadian Obligations (other than Unliquidated Obligations) and the cash collateralization of all Canadian Letters of Credit in a manner satisfactory to each applicable Issuing Bank and the Administrative Agent, (B) constituting property being sold or disposed of if the Loan Party disposing of such property certifies to the Administrative Agent that the sale or disposition is made in compliance with the terms of this Agreement (and the Administrative Agent may rely conclusively on any such certificate, without further inquiry), and to the extent that the property being sold or disposed of constitutes 100% of the Equity Interest of a Subsidiary, the Administrative Agent is authorized to release any Loan Guarantee provided by such Subsidiary, (C) constituting property leased to a Loan Party under a lease which has expired or been terminated in a transaction not prohibited under this Agreement, (D) as required to effect any sale or other disposition of such Collateral in connection with any exercise of remedies of the Administrative Agent and the Lenders pursuant to Article VII and (E) constituting property of a Loan Guarantor that is being released as a Loan Guarantor (and, in the case of a U.S. Subsidiary Borrower, as a U.S. Subsidiary Borrower) as provided below and (ii) to release any Loan Guarantee provided by any U.S. Subsidiary Borrower or Canadian Loan Party that is (A) dissolved pursuant to Section 6.03(a)(iv) in connection with a voluntary liquidation or dissolution thereof permitted by such Section, (B) upon the disposition of all of the outstanding Equity Interests of a Subsidiary of the Borrower (other than the Canadian Borrower) to a Person other than the Borrower or a Subsidiary in a transaction permitted by Section 6.05, (C) [reserved] or (D) in the case of the Canadian Loan Parties, upon any release of all the Canadian Collateral pursuant to clause (i)(A) above and, in connection therewith, to release any Liens granted to the Administrative Agent by such Subsidiary on any Collateral, if the U.S. Borrower certifies to the Administrative Agent that such liquidation or dissolution is made in compliance with the terms of this Agreement (and the Administrative Agent may rely conclusively on any such certificate, without further inquiry). The Lenders and the Issuing Banks hereby further irrevocably authorize the release or subordination of Liens on the Term Priority Collateral as provided in the Intercreditor Agreement. Any such release or subordination shall not in any manner discharge, affect, or impair the Obligations or any Liens (other than those expressly being released) upon (or obligations of the Loan Parties in respect of) all interests retained by the Loan Parties, including the proceeds of any sale, all of which shall continue to constitute part of the Collateral.

(d) If, in connection with any proposed amendment, waiver or consent requiring the consent of “each Lender” or “each Lender affected thereby,” the consents of Lenders having Credit Exposure and unused Revolving Commitments representing more than 66% of the sum of the total Credit Exposure and unused Revolving Commitments at such time are obtained, but the consents of other necessary Lenders are not obtained (any such Lender whose consent is necessary but not obtained being referred to herein as a “Non-Consenting Lender”), then the Borrower Representative may elect to replace any Non-Consenting Lender as a Lender party to this Agreement; provided that, concurrently with such replacement, (i) an Eligible Assignee which is reasonably satisfactory to the Borrower Representative and the Administrative Agent shall agree, as of such date, to purchase for cash the Loans and other Obligations due to the Non-Consenting Lender pursuant to an Assignment and Assumption and to become a Lender for all purposes under this Agreement and to assume all obligations of the Non-Consenting Lender to be terminated as of such date and to comply with the requirements of paragraph (b) of Section 9.04, and (ii) the applicable Borrower(s) shall pay to such Non-Consenting Lender in same day funds on the day of such replacement (A) all interest, fees and other amounts then accrued but unpaid to such Non-Consenting Lender by such Borrowers hereunder to and including the date of termination, including without limitation payments due to such Non-Consenting Lender under Sections 2.15 and 2.17, and (B) an amount, if any, equal to the payment which would have been due to such Lender on the day of such replacement under Section 2.16 had the Loans of such Non-Consenting Lender been prepaid on such date rather than sold to the replacement Lender.

(e) Notwithstanding the foregoing, Exhibit G to this Agreement, the definitions of “Exit Facility Agreement” and “Exit Facility Term Sheet” and Section 2.23 (or any other provision which would result in an amendment, restatement, waiver or modification of any of the foregoing) may be amended, restated, waived or otherwise modified with the prior written consent of the Lenders, the Administrative Agent and the Borrower Representative; provided that the Lenders hereby authorize the Administrative Agent to enter into any amendments to this Agreement and the other Loan Documents as may be necessary, in the reasonable opinion of the Administrative Agent and the Borrower, to give effect to the transaction contemplated by Section 2.23 and such other technical or immaterial amendments as may be necessary or appropriate in the reasonable opinion of the Administrative Agent and the Borrower Representative in connection therewith.

SECTION 9.03 Expenses; Indemnity; Damage Waiver.

(a) The Borrowers shall pay (i) all reasonable and documented out-of-pocket expenses incurred by the Administrative Agent, the Canadian Administrative Agent, the Arrangers and their respective Affiliates, including the reasonable and documented fees, charges and disbursements of one primary U.S. and one primary Canadian counsel for the Administrative Agent, the Canadian Administrative Agent, the Arrangers and their Affiliates, and if deemed necessary by the Administrative Agent, one local counsel in each applicable jurisdiction, in connection with the syndication and distribution (including, without limitation, via the internet or through a service such as Intralinks) of the credit facility provided for herein, the preparation and administration of the Loan Documents or any amendments, modifications or waivers of the provisions of the Loan Documents (whether or not the transactions contemplated hereby or thereby shall be consummated), (ii) all reasonable and documented out-of-pocket expenses incurred by each Issuing Bank in connection with the issuance, amendment, renewal or extension of any Letter of Credit or any demand for payment thereunder and (iii) all reasonable and documented out-of-pocket expenses incurred by the Administrative Agent, the Canadian Administrative Agent, the Arrangers, any Issuing Bank or any Lender, including the fees, charges and disbursements of any counsel for the Administrative Agent, the Canadian Administrative Agent, the Arrangers, any Issuing Bank or any Lender, in connection with the enforcement, collection or protection of its rights in connection with the Loan Documents, including its rights under this Section, or in connection with the Loans made or Letters of Credit issued hereunder, including all such out-of-pocket expenses incurred during any workout, restructuring or negotiations in

respect of such Loans or Letters of Credit. Subject to the provisions of Sections 5.09, expenses subject to reimbursement by the Borrowers under this Section include, without limiting the generality of the foregoing, reasonable and documented out-of-pocket costs and expenses incurred in connection with:

- (i) insurance reviews;
- (ii) [reserved];
- (iii) taxes, fees and other charges for (A) lien searches and (B) filing financing statements and continuations, and other actions to perfect, protect, and continue the Administrative Agent's Liens;
- (iv) sums paid or incurred to take any action required of any Loan Party under the Loan Documents that such Loan Party fails to pay or take; and
- (v) forwarding loan proceeds, collecting checks and other items of payment, and establishing and maintaining the accounts and lock boxes, and costs and expenses of preserving and protecting the Collateral.

All of the foregoing costs and expenses may be charged to the applicable Borrower(s) as Revolving Loans or to another deposit account, all as described in Section 2.18(c).

(b) The Borrowers agree, jointly and severally, to indemnify the Administrative Agent (or any sub-agent thereof), the Canadian Administrative Agent (or any sub-agent thereof), the Arrangers, the Co-Syndication Agents, the Co-Documentation Agents, each Issuing Bank and each Lender, and each Related Party of any of the foregoing Persons (each such Person being called an "Indemnatee"), against, and hold each Indemnatee harmless from, any and all losses, claims, damages, penalties, liabilities and related expenses, including the reasonable fees, charges and disbursements of any counsel for any Indemnatee, incurred by or asserted against any Indemnatee arising out of, in connection with, or as a result of (i) syndication of the credit facility provided for herein and the execution or delivery of the Loan Documents or any agreement or instrument contemplated thereby, the performance by the parties hereto of their respective obligations thereunder or the consummation of the Transactions or any other transactions contemplated hereby, (ii) any Loan or Letter of Credit or the use of the proceeds therefrom (including any refusal by an Issuing Bank to honor a demand for payment under a Letter of Credit if the documents presented in connection with such demand do not strictly comply with the terms of such Letter of Credit), (iii) any actual or alleged presence or Release of Hazardous Materials on at, under, to or from any property currently or formerly owned or operated by the any Loan Party or any of the Subsidiaries, or any other Environmental Liability related in any way to any Loan Party or any of the Subsidiaries, or (iv) any actual or prospective claim, litigation, investigation or proceeding relating to any of the foregoing, whether based on contract, tort or any other theory and regardless of whether such proceeding is initiated against or by any party to this Agreement, or any Affiliate thereof, by an Indemnatee or any third party or whether any Indemnatee is a party thereto; provided that such indemnity shall not, as to any Indemnatee, be available to the extent that such losses, claims, damages, penalties, liabilities or related expenses (A) are determined by a court of competent jurisdiction by a final and non-appealable judgment to have resulted from the bad faith, gross negligence or willful misconduct of such Indemnatee or (B) have arisen from a proceeding by an Indemnatee against another Indemnatee not involving any act or omission of the Parent or any Subsidiary (other than a proceeding against the Administrative Agent, any Arranger or an Issuing Bank in its capacity or in fulfilling its role as such). This Section 9.03(b) shall not apply to any Taxes (other than any Taxes that represent losses, claims, damages or related expenses arising from any non-Tax claim).

(c) To the extent the Borrowers fail to pay any amount required to be paid by them to the Administrative Agent (or any sub-agent thereof), the Canadian Administrative Agent (or any sub-agent thereof), any Issuing Bank or the Swingline Lender, or any Related Party of any of the foregoing, under paragraph (a) or (b) of this Section, each Lender severally agrees to pay to the Administrative Agent, the Canadian Administrative Agent, such Issuing Bank, Swingline Lender or such Related Party, as the case may be, such Lender's Applicable Percentage (determined as of the time that the applicable unreimbursed expense or indemnity payment is sought) of such unpaid amount; provided that the unreimbursed expense or indemnified loss, claim, damage, penalty, liability or related expense, as the case may be, was incurred by or asserted against the Administrative Agent (or such sub-agent), the Canadian Administrative Agent (or such sub-agent), such Issuing Bank or the Swingline Lender in its capacity as such, or against any Related Party of any of the foregoing acting for the Administrative Agent (or any such sub-agent), the Canadian Administrative Agent (or any such sub-agent), any Issuing Bank or the Swingline Lender in connection with such capacity.

(d) To the extent permitted by applicable law, no Loan Party shall assert, and each hereby waives, any claim against any Indemnitee (i) for any damages arising from the use by others of information or other materials obtained through telecommunications, electronic or other information transmission systems (including the Internet) or (ii) on any theory of liability, for special, indirect, consequential or punitive damages (as opposed to direct or actual damages) arising out of, in connection with, or as a result of, this Agreement, any other Loan Document, or any agreement or instrument contemplated hereby or thereby, the Transactions, any Loan or Letter of Credit or the use of the proceeds thereof.

(e) All amounts due under this Section shall be payable not later than 10 days after written demand therefor.

SECTION 9.04 Successors and Assigns.

(a) The provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns permitted hereby (including any Affiliate of any Issuing Bank that issues any Letter of Credit), except that (i) no Borrower may assign or otherwise transfer any of its rights or obligations hereunder without the prior written consent of each Lender (and any attempted assignment or transfer by a Borrower without such consent shall be null and void) and (ii) no Lender may assign or otherwise transfer its rights or obligations hereunder except in accordance with this Section. Nothing in this Agreement, expressed or implied, shall be construed to confer upon any Person (other than the parties hereto, their respective successors and assigns permitted hereby (including any Affiliate of any Issuing Bank that issues any Letter of Credit), Participants (to the extent provided in paragraph (c) of this Section), the Debtors' Investment Banker (to the extent provided in Article VIII), the Arrangers, the Co-Syndication Agents, the Co-Documentation Agents and, to the extent expressly contemplated hereby, the sub-agents of the Administrative Agent and the Canadian Administrative Agent and the Related Parties of any of the Administrative Agent, the Canadian Administrative Agent, the Arrangers, the Co-Syndication Agents, the Co-Documentation Agents, the Issuing Banks and the Lenders) any legal or equitable right, remedy or claim under or by reason of this Agreement.

(b) (i) Subject to the conditions set forth in paragraph (b)(ii) below, any Lender may assign to one or more Eligible Assignees all or a portion of its rights and obligations under this Agreement (including all or a portion of its Revolving Commitment and the Loans at the time owing to it) with the prior written consent (such consent not to be unreasonably withheld) of:

(A) the Borrower Representative; provided that no consent of the Borrower Representative shall be required for an assignment to a Lender, an Affiliate of a Lender, an Approved Fund or, if an Event of Default under clause (a) or (b) of Article VII has occurred and is

continuing, any other assignee; provided further that the Borrower Representative shall be deemed to have consented to any such assignment unless it shall object thereto by written notice to the Administrative Agent within 10 Business Days after having received notice thereof;

(B) the Administrative Agent;

(C) the Swingline Lender under any Facility under which a Revolving Commitment is being assigned; and

(D) each Issuing Bank under any Facility under which a Revolving Commitment is being assigned.

(ii) Assignments shall be subject to the following additional conditions:

(A) except in the case of an assignment to a Lender or an Affiliate of a Lender or an assignment of the entire remaining amount of the assigning Lender's Revolving Commitment or Loans under a Facility, the amount of the Revolving Commitment or Loans of the assigning Lender subject to each such assignment (determined as of the date the Assignment and Assumption with respect to such assignment is delivered to the Administrative Agent) shall not be less than \$5,000,000 unless each of the Borrower Representative and the Administrative Agent otherwise consent; provided that no such consent of the Borrower Representative shall be required if an Event of Default under clause (a) or (b) of Article VII has occurred and is continuing;

(B) each partial assignment shall be made as an assignment of a proportionate part of all the assigning Lender's rights and obligations under this Agreement;

(C) the parties to each assignment shall execute and deliver to the Administrative Agent an Assignment and Assumption, together with a processing and recordation fee of \$3,500; and

(D) the assignee, if it shall not be a Lender, shall deliver to the Administrative Agent an Administrative Questionnaire in which the assignee designates one or more credit contacts to whom all lender-group-level information (which may contain material non-public information about the U.S. Borrower, the Subsidiaries and other Affiliates thereof or their respective securities) will be made available and who may receive such information in accordance with the assignee's compliance procedures and applicable law, including federal, state, provincial, territorial and foreign securities laws.

(iii) Subject to acceptance and recording thereof pursuant to paragraph (b)(iv) of this Section, from and after the effective date specified in each Assignment and Assumption the assignee thereunder shall be a party hereto and, to the extent of the interest assigned by such Assignment and Assumption, have the rights and obligations of a Lender under this Agreement, and the assigning Lender thereunder shall, to the extent of the interest assigned by such Assignment and Assumption, be released from its obligations under this Agreement (and, in the case of an Assignment and Assumption covering all of the assigning Lender's rights and obligations under this Agreement, such Lender shall cease to be a party hereto but shall continue to be entitled to the benefits of Sections 2.15, 2.16, 2.17 and 9.03 with respect to facts and circumstances occurring prior to the effective date of such assignment). Any assignment or transfer by a Lender of rights or obligations under this Agreement that does not comply with this Section shall be treated for purposes of this Agreement as a sale by such Lender of a participation in such rights and obligations in accordance with paragraph (c) of this Section.

(iv) The Applicable Administrative Agent, acting solely for this purpose as non-fiduciary agent of the Borrowers, shall maintain at one of its offices a copy of each Assignment and Assumption delivered to it and a register for the recordation of the names and addresses of the Lenders, and the Commitment of, and principal amount (and stated interest) of the Loans and LC Disbursements owing to, each Lender pursuant to the terms hereof from time to time under each Facility (the “Register”). The entries in the Register shall be conclusive absent manifest error, and the Borrowers, the Administrative Agent, the Canadian Administrative Agent, the Issuing Banks and the Lenders shall treat each Person whose name is recorded in the Register pursuant to the terms hereof as a Lender hereunder for all purposes of this Agreement, notwithstanding notice to the contrary. The Register shall be available for inspection by the Borrowers, any Issuing Bank and any Lender, at any reasonable time and from time to time upon reasonable prior notice.

(v) Upon its receipt of a duly completed Assignment and Assumption executed by an assigning Lender and an assignee, the assignee’s completed Administrative Questionnaire (unless the assignee shall already be a Lender hereunder), the processing and recordation fee referred to in paragraph (b) of this Section and any written consent to such assignment required by paragraph (b) of this Section, the Administrative Agent shall accept such Assignment and Assumption and record the information contained therein in the Register; provided that if either the assigning Lender or the assignee shall have failed to make any payment required to be made by it pursuant to Section 2.05, 2.06(d) or (e), 2.07(b), the ninth paragraph of Article VI or 9.03(c), the Administrative Agent shall have no obligation to accept such Assignment and Assumption and record the information therein in the Register unless and until such payment shall have been made in full, together with all accrued interest thereon. No assignment shall be effective for purposes of this Agreement unless it has been recorded in the Register as provided in this paragraph.

(c) (i) Any Lender may, without the consent of the Borrowers, the Administrative Agent, the Canadian Administrative Agent, the Issuing Banks or the Swingline Lender, sell participations to one or more Eligible Assignees (“Participants”) in all or a portion of such Lender’s rights and obligations under this Agreement (including all or a portion of its Revolving Commitment and the Loans owing to it); provided that (A) such Lender’s obligations under this Agreement shall remain unchanged, (B) such Lender shall remain solely responsible to the other parties hereto for the performance of such obligations and (C) the Borrowers, the Administrative Agent, the Canadian Administrative Agent, the Issuing Banks and the other Lenders shall continue to deal solely and directly with such Lender in connection with such Lender’s rights and obligations under the Loan Documents. Any agreement or instrument pursuant to which a Lender sells such a participation shall provide that such Lender shall retain the sole right to enforce the Loan Documents and to approve any amendment, modification or waiver of any provision of the Loan Documents; provided that such agreement or instrument may provide that such Lender will not, without the consent of the Participant, agree to any amendment, modification or waiver described in the first proviso to Section 9.02(b) that affects such Participant or requires the approval of all the Lenders. The Borrowers agree that each Participant shall be entitled to the benefits of Sections 2.15, 2.16 and 2.17 (subject to the requirements and limitations therein, including the requirements under Section 2.17(e) (it being understood that the documentation required under Section 2.17(e) shall be delivered solely to the participating Lender)) to the same extent as if it were a Lender and had acquired its interest by assignment pursuant to paragraph (b) of this Section; provided that such Participant (x) agrees to be subject to the provisions of Sections 2.18 and 2.19 as if it were an assignee under paragraph (b) of this Section and (y) shall not be entitled to receive any greater payment under Section 2.15 or 2.17, with respect to any participation, than its participating Lender would have been entitled to receive, except to the extent such entitlement to receive a greater payment results from a Change in Law that occurs after the Participant acquired the applicable participation. To the extent permitted by law, each Participant also shall be entitled to the benefits of Section 9.08 as though it were a Lender; provided that such Participant agrees to be subject to Section 2.16(c) as though it were a Lender.

(ii) Each Lender that sells a participation shall, acting solely for this purpose as a non-fiduciary agent of the Borrowers, maintain a register for the recordation of the name and address of each Participant and the principal amounts (and stated interest) of each participant's interest in the Loans or other obligations under this Agreement (the "Participant Register"); provided that no Lender shall have any obligation to disclose all or any portion of the Participant Register (including the identity of any Participant or any information relating to a Participant's interest in any Revolving Commitments or Revolving Loans or its other obligations under this Agreement or any other Loan Document) to any Person except to the extent that such disclosure is necessary to establish that such Revolving Commitment or Revolving Loan or other obligation is in registered form under Section 5f.103-1(c) of the United States Treasury Regulations. The entries in the Participant Register shall be conclusive absent manifest error, and the Borrower and such Lender shall treat each Person whose name is recorded in the Participant Register as the owner of such participation for all purposes of this Agreement notwithstanding any notice to the contrary. For the avoidance of doubt, the Administrative Agents (in their capacity as Administrative Agents) shall have no responsibility for maintaining a Participant Register.

(d) Any Lender may at any time pledge or assign a security interest in all or any portion of its rights under this Agreement to secure obligations of such Lender, including any pledge or assignment to secure obligations to a Federal Reserve Bank, and this Section shall not apply to any such pledge or assignment of a security interest; provided that no such pledge or assignment of a security interest shall release a Lender from any of its obligations hereunder or substitute any such pledgee or assignee for such Lender as a party hereto.

SECTION 9.05 Survival. All covenants, agreements, representations and warranties made by the Loan Parties in the Loan Documents and in the certificates or other instruments delivered in connection with or pursuant to this Agreement or any other Loan Document shall be considered to have been relied upon by the other parties hereto and shall survive the execution and delivery of the Loan Documents and the making of any Loans and issuance of any Letters of Credit, regardless of any investigation made by any such other party or on its behalf and notwithstanding that the Administrative Agent, the Canadian Administrative Agent, the Arrangers, the Co-Syndication Agents, the Co-Documentation Agents, any Issuing Bank, any Lender or any Affiliate of any of the foregoing may have had notice or knowledge of any Default or incorrect representation or warranty at the time any Loan Document is executed and delivered or any credit is extended hereunder, and shall continue in full force and effect as long as the principal of or any accrued interest on any Loan or any fee or any other amount payable under this Agreement is outstanding and unpaid or any LC Exposure is outstanding and so long as the Revolving Commitments have not expired or terminated. The provisions of Sections 2.15, 2.16, 2.17 and 9.03 and Article VIII shall survive and remain in full force and effect regardless of the consummation of the transactions contemplated hereby, the repayment of the Loans, the expiration or termination of the Letters of Credit and the Revolving Commitments or the termination of this Agreement or any provision hereof.

SECTION 9.06 Counterparts; Integration; Effectiveness. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. This Agreement, the other Loan Documents and any separate letter agreements with respect to fees payable to the Administrative Agent constitute the entire contract among the parties relating to the subject matter hereof and supersede any and all previous agreements and understandings, oral or written, relating to the subject matter hereof. This Agreement shall become effective when it shall have been executed by the Administrative Agent and the Canadian Administrative Agent and when the Administrative Agent and the Canadian Administrative Agent shall have received counterparts hereof which, when taken together, bear the signatures of each of the other parties hereto, and thereafter shall be binding upon and inure to the benefit of the parties hereto and their respective permitted successors and assigns. Delivery of an executed counterpart of a signature

page of this Agreement by electronic transmission or other electronic imaging shall be effective as delivery of a manually executed counterpart of this Agreement.

SECTION 9.07 Severability. Any provision of any Loan Document held to be invalid, illegal or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such invalidity, illegality or unenforceability without affecting the validity, legality and enforceability of the remaining provisions thereof; and the invalidity of a particular provision in a particular jurisdiction shall not invalidate such provision in any other jurisdiction.

SECTION 9.08 Right of Setoff. If an Event of Default shall have occurred and be continuing, each Lender is hereby authorized (notwithstanding the provisions of Section 362 of the Bankruptcy Code, without any application, motion or notice to, hearing before, or order from, the Court) at any time and from time to time, to the fullest extent permitted by law, to set off and apply any and all deposits (general or special, time or demand, provisional or final) (other than payroll, trust and tax accounts) at any time held and other obligations at any time owing by such Lender to or for the credit or the account of any Borrower or any Loan Guarantor against any of and all the Secured Obligations held by such Lender, irrespective of whether or not such Lender shall have made any demand under the Loan Documents and although such obligations may be unmaturing. The applicable Lender shall notify the Borrower Representative and the Administrative Agent of such setoff or application; provided that any failure to give or any delay in giving such notice shall not affect the validity of any such set off or application under this Section. The rights of each Lender under this Section are in addition to other rights and remedies (including other rights of setoff) which such Lender may have.

SECTION 9.09 Governing Law: Jurisdiction; Consent to Service of Process.

(a) EXCEPT TO THE EXTENT SUPERSEDED BY THE BANKRUPTCY CODE, THE LOAN DOCUMENTS (OTHER THAN THOSE CONTAINING A CONTRARY EXPRESS CHOICE OF LAW PROVISION) SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK, BUT GIVING EFFECT TO FEDERAL LAWS APPLICABLE TO NATIONAL BANKS; PROVIDED THAT APPOINTMENT OF THE APPLICABLE ADMINISTRATIVE AGENT AS *FONDÉ DE POUVOIR* IN ACCORDANCE WITH ARTICLE VIII SHALL BE GOVERNED BY THE LAWS OF THE PROVINCE OF QUEBEC.

(b) Each party hereto hereby irrevocably and unconditionally submits, for itself and its property, to the non-exclusive jurisdiction of the Court or the Supreme Court of the State of New York sitting in New York County and of the United States District Court of the Southern District of New York, and any appellate court from any thereof, in any action or proceeding arising out of or relating to this Agreement or any other Loan Document, or for recognition or enforcement of any judgment, and each Loan Party hereby irrevocably and unconditionally agrees that all claims arising out of or relating to this Agreement or any other Loan Document brought by it or any of its Affiliates shall be brought, and shall be heard and determined, in the Court, such New York State or, to the extent permitted by law, in such Federal court. Each party hereto agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. Nothing in this Agreement shall affect any right that the Administrative Agent, the Canadian Administrative Agent, any Issuing Bank or any Lender may otherwise have to bring any action or proceeding relating to this Agreement or any other Loan Document against any Loan Party or any of its properties in the courts of any jurisdiction.

(c) Each Loan Party hereby irrevocably and unconditionally waives, to the fullest extent it may legally and effectively do so, any objection that it may now or hereafter have to the laying of venue of any suit, action or proceeding arising out of or relating to this Agreement or any other Loan Document in any

court referred to in paragraph (b) of this Section. Each of the parties hereto hereby irrevocably waives, to the fullest extent permitted by law, the defense of an inconvenient forum to the maintenance of such action or proceeding in any such court.

(d) Each party to this Agreement irrevocably consents to service of process in the manner provided for notices in Section 9.01. Nothing in this Agreement or any other Loan Document will affect the right of any party to this Agreement to serve process in any other manner permitted by law.

SECTION 9.10 WAIVER OF JURY TRIAL. EACH PARTY HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT, ANY OTHER LOAN DOCUMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

SECTION 9.11 Headings. Article and Section headings and the Table of Contents used herein are for convenience of reference only, are not part of this Agreement and shall not affect the construction of, or be taken into consideration in interpreting, this Agreement.

SECTION 9.12 Confidentiality. Each of the Administrative Agent, the Canadian Administrative Agent, the Issuing Banks and the Lenders agrees to maintain the confidentiality of the Information (as defined below) with the same degree of care that it uses to protect its own confidential information, but in no event less than a commercially reasonable degree of care, except that Information may be disclosed (a) to its Related Parties, including accountants, legal counsel and other agents and advisors (it being understood that the Persons to whom such disclosure is made will be informed of the confidential nature of such Information and instructed to keep such Information confidential), (b) to the extent required or requested by any regulatory authority purporting to have jurisdiction over such Person or its Related Parties (including any self-regulatory authority, such as the National Association of Insurance Commissioners), (c) to the extent required by applicable law or by any subpoena or similar legal process, (d) to any other party to this Agreement, (e) in connection with the exercise of any remedies under this Agreement or any other Loan Document or any suit, action or proceeding relating to this Agreement or any other Loan Document or the enforcement of rights hereunder or thereunder, (f) subject to an agreement containing confidentiality undertakings substantially similar to those of this Section, to (i) any assignee of or Participant in, or any prospective assignee of or Participant in, any of its rights or obligations under this Agreement or (ii) any actual or prospective counterparty (or its Related Parties) to any swap or derivative transaction relating to any Loan Party or any Subsidiary or its obligations, (g) on a confidential basis to any rating agency in connection with rating the Borrowers or the Subsidiaries or the credit facilities provided for herein, (h) with the consent of the Borrower Representative, or (i) to the extent such Information (i) becomes publicly available other than as a result of a breach of this Section or (ii) becomes available to the Administrative Agent, the Canadian Administrative Agent, any Issuing Bank or any Lender, or any Affiliate of any of the foregoing, on a non-confidential basis from a source other than the Borrowers; provided that, in the case of clause (c) above, the party disclosing such information shall provide to the Borrower Representative prior written notice of such disclosure to the extent permitted by applicable law (and to the extent commercially feasible under the circumstances) and shall cooperate with the Borrower Representative, at the Borrower Representative's sole expense, in obtaining a protective order for, or other

confidential treatment of, such disclosure, in each case at the Borrower Representative's sole expense. For the purposes of this Section, "Information" means all information received from the Borrowers relating to Parent or any Subsidiary or their businesses or the Collateral, other than any such information that is available to the Administrative Agent, the Canadian Administrative Agent, any Issuing Bank or any Lender, or any Affiliate of any of the foregoing, on a non-confidential basis prior to disclosure by the Borrowers; provided that, in the case of information received from the Borrowers after the Effective Date, such information is clearly identified at the time of delivery as confidential.

EACH LENDER ACKNOWLEDGES THAT INFORMATION AS DEFINED IN SECTION 9.12 FURNISHED TO IT PURSUANT TO THIS AGREEMENT MAY INCLUDE MATERIAL NON-PUBLIC INFORMATION CONCERNING PARENT, THE SUBSIDIARIES AND ITS OTHER AFFILIATES AND THEIR RESPECTIVE SECURITIES, AND CONFIRMS THAT IT HAS DEVELOPED COMPLIANCE PROCEDURES REGARDING THE USE OF MATERIAL NON-PUBLIC INFORMATION AND THAT IT WILL HANDLE SUCH MATERIAL NON-PUBLIC INFORMATION IN ACCORDANCE WITH THOSE PROCEDURES AND APPLICABLE LAW, INCLUDING FEDERAL AND STATE SECURITIES LAWS.

ALL INFORMATION, INCLUDING REQUESTS FOR WAIVERS AND AMENDMENTS, FURNISHED BY THE BORROWERS OR THE APPLICABLE ADMINISTRATIVE AGENT PURSUANT TO, OR IN THE COURSE OF ADMINISTERING, THIS AGREEMENT WILL BE LENDER-GROUP-LEVEL INFORMATION, WHICH MAY CONTAIN MATERIAL NON-PUBLIC INFORMATION CONCERNING PARENT, THE SUBSIDIARIES AND ITS OTHER AFFILIATES AND THEIR RESPECTIVE SECURITIES. ACCORDINGLY, EACH LENDER REPRESENTS TO THE BORROWERS AND THE APPLICABLE ADMINISTRATIVE AGENT THAT IT HAS IDENTIFIED IN ITS ADMINISTRATIVE QUESTIONNAIRE A CREDIT CONTACT WHO MAY RECEIVE INFORMATION THAT MAY CONTAIN SUCH MATERIAL NONPUBLIC INFORMATION IN ACCORDANCE WITH ITS COMPLIANCE PROCEDURES AND APPLICABLE LAW, INCLUDING FEDERAL AND STATE SECURITIES LAWS.

SECTION 9.13 Several Obligations; Nonreliance; Violation of Law. The respective obligations of the Lenders hereunder are several and not joint and the failure of any Lender to make any Loan or perform any of its obligations hereunder shall not relieve any other Lender from any of its obligations hereunder. Anything contained in this Agreement to the contrary notwithstanding, neither any Issuing Bank nor any Lender shall be obligated to extend credit to the Borrowers in violation of applicable law.

SECTION 9.14 USA PATRIOT Act. Each Lender that is subject to the requirements of the Patriot Act hereby notifies the Borrowers and the Loan Guarantors that pursuant to the requirements of the Patriot Act, it is required to obtain, verify and record information that identifies the Borrowers and the Loan Guarantors, which information includes the names and addresses of the Borrowers and the Loan Guarantors and other information that will allow such Lender to identify the Borrowers and the Loan Guarantors in accordance with the Patriot Act.

SECTION 9.15 Appointment for Perfection. Each Lender hereby appoints each other Lender as its agent for the purpose of perfecting Liens, for the benefit of the Administrative Agent and the Lenders, in assets which, in accordance with Article 9 of the UCC, the PPSA or any other applicable law can be perfected only by possession. Should any Lender (other than the Administrative Agent) obtain possession of any such Collateral, such Lender shall notify the Administrative Agent thereof, and, promptly upon the Administrative Agent's request therefor shall deliver such Collateral to the Administrative Agent or otherwise deal with such Collateral in accordance with the Administrative Agent's instructions.

SECTION 9.16 Interest Rate Limitation. Notwithstanding anything herein to the contrary, if at any time the interest rate applicable to any Loan, together with all fees, charges and other amounts that are treated as interest on such Loan under applicable law (collectively the “Charges”), shall exceed the maximum lawful rate (the “Maximum Rate”) which may be contracted for, charged, taken, received or reserved by the Lender holding such Loan in accordance with applicable law, the rate of interest payable in respect of such Loan hereunder, together with all Charges payable in respect thereof, shall be limited to the Maximum Rate and, to the extent lawful, the interest and Charges that would have been payable in respect of such Loan but were not payable as a result of the operation of this Section shall be cumulated and the interest and Charges payable to such Lender in respect of other Loans or periods shall be increased (but not above the Maximum Rate therefor) until such cumulated amount, together with interest thereon at the Federal Funds Effective Rate to the date of repayment, shall have been received by such Lender.

SECTION 9.17 No Fiduciary Relationship. Each Loan Party, on behalf of itself and its subsidiaries, agrees that in connection with all aspects of the transactions contemplated hereby and any communications in connection therewith, the Loan Parties, the Subsidiaries and their other respective Affiliates, on the one hand, and the Administrative Agent, the Canadian Administrative Agent, the Arrangers, the Co-Syndication Agents, the Co-Documentation Agents, the Lenders, the Issuing Banks and their Affiliates, on the other hand, will have a business relationship that does not create, by implication or otherwise, any fiduciary duty on the part of the Administrative Agent, the Canadian Administrative Agent, the Arrangers, the Co-Syndication Agents, the Co-Documentation Agents, the Lenders, the Issuing Banks or their Affiliates, and no such duty will be deemed to have arisen in connection with any such transactions or communications. The Administrative Agent, the Canadian Administrative Agent, the Arrangers, the Co-Syndication Agents, the Co-Documentation Agents, the Lenders, the Issuing Banks and their Affiliates may be engaged, for their own accounts or the accounts of customers, in a broad range of transactions that involve interests that differ from those of the Loan Parties, the Subsidiaries and their other respective Affiliates, and none of the Administrative Agent, the Canadian Administrative Agent, the Arrangers, the Co-Syndication Agents, the Co-Documentation Agents, the Lenders, the Issuing Banks or their Affiliates has any obligation to disclose any of such interests to the Loan Parties, the Subsidiaries or their other respective Affiliates. To the fullest extent permitted by law, each Loan Party hereby agrees not to assert any claims against the Administrative Agent, the Canadian Administrative Agent, the Arrangers, the Co-Syndication Agents, the Co-Documentation Agents, the Lenders, the Issuing Banks and their Affiliates based on any breach or alleged breach of agency or fiduciary duty in connection with any aspect of any transaction contemplated hereby.

SECTION 9.18 Intercreditor Agreement. The Lenders and the Issuing Banks acknowledge that the obligations of the U.S. Borrowers under the Term Credit Agreement are secured by Liens on assets of the U.S. Borrowers that constitute Collateral and that the relative Lien priority and other creditor rights of the Lender Parties hereunder and the secured parties under the Term Credit Agreement will be set forth in the Intercreditor Agreement. Each Lender and Issuing Bank hereby acknowledges that it has received a copy of the Intercreditor Agreement and the Intercreditor Acknowledgment. Each Lender and Issuing Bank hereby irrevocably (a) consents to the subordination of the Liens on the Term Priority Collateral securing the Secured Obligations on the terms set forth in the Intercreditor Agreement, (b) authorizes and directs the Administrative Agent to execute and deliver the Intercreditor Agreement, the Intercreditor Acknowledgment and any documents relating thereto, in each case on behalf of such Lender or Issuing Bank and without any further consent, authorization or other action by such Lender or Issuing Bank, (c) agrees that, upon the execution and delivery thereof, such Lender or Issuing Bank will be bound by the provisions of the Intercreditor Agreement as if it were a signatory thereto and will take no actions contrary to the provisions of the Intercreditor Agreement and (d) agrees that no Lender or Issuing Bank shall have any right of action whatsoever against the Administrative Agent as a result of any action taken by the Administrative Agent pursuant to this Section or in accordance with the terms of the Intercreditor Agreement. Each Lender and Issuing Bank hereby further irrevocably authorizes and directs the

Administrative Agent (i) to take such actions as shall be required to release Liens on the Collateral in accordance with the terms of the Intercreditor Agreement and (ii) to enter into such amendments, supplements or other modifications to the Intercreditor Agreement and the Intercreditor Acknowledgment in connection with any extension, renewal, refinancing or replacement of any Secured Obligations or the Term Credit Agreement as are reasonably acceptable to the Administrative Agent to give effect thereto, in each case on behalf of such Lender or Issuing Bank and without any further consent, authorization or other action by such Lender or Issuing Bank. The Administrative Agent shall have the benefit of the provisions of Article VIII with respect to all actions taken by it pursuant to this Section or in accordance with the terms of the Intercreditor Agreement to the full extent thereof. The foregoing provisions are intended as an inducement to the secured parties under the Term Credit Agreement to extend credit to the U.S. Borrowers and such secured parties are intended third party beneficiaries of such provisions.

SECTION 9.19 [Reserved.]

SECTION 9.20 Anti-Money Laundering Legislation.

(a) Each Loan Party acknowledges that, pursuant to the Proceeds of Crime Act and other applicable anti-money laundering, anti-terrorist financing, government sanction and “know your client” laws in each relevant jurisdiction (collectively, including any guidelines or orders thereunder, “AML Legislation”), the Administrative Agent, the Canadian Administrative Agent, the Lenders and the Issuing Banks may be required to obtain, verify and record information regarding the Loan Parties and their respective directors, authorized signing officers and the transactions contemplated hereby. Each Loan Party shall promptly provide all such information, including supporting documentation and other evidence, as may be reasonably requested by any Lender or any prospective assignee or participant of a Lender, any Issuing Bank, the Administrative Agent or the Canadian Administrative Agent, in order to comply with any applicable AML Legislation, whether now or hereafter in existence.

(b) If the Administrative Agent or Canadian Administrative Agent has ascertained the identity of any Loan Party or any authorized signatories of such Loan Party for the purposes of applicable AML Legislation, then the Administrative Agent or Canadian Administrative Agent:

(i) shall be deemed to have done so as an agent for each Issuing Bank and each Lender, and this Agreement shall constitute a “written agreement” in such regard between such Issuing Bank or such Lender and the Administrative Agent or Canadian Administrative Agent within the meaning of the applicable AML Legislation; and

(ii) shall provide to each Issuing Bank and each Lender copies of all information obtained in such regard without any representation or warranty as to its accuracy or completeness.

(c) Notwithstanding the preceding sentence and except as may otherwise be agreed in writing, each Lender and each Issuing Bank agrees that neither the Administrative Agent nor the Canadian Administrative Agent have any obligation to ascertain the identity of the Loan Parties or any authorized signatories of the Loan Parties on behalf of any Lender or Issuing Bank, or to confirm the completeness or accuracy of any information it obtains from any Loan Party or any such authorized signatory in doing so.

SECTION 9.21 Judgment Currency. If for the purpose of obtaining judgment in any court it is necessary to convert an amount due hereunder in the currency in which it is due (the “Original Currency”) into another currency (the “Second Currency”), the rate of exchange applied shall be that at which, in accordance with normal banking procedures, the Administrative Agent could purchase the Original Currency with the Second Currency on the date two (2) Business Days preceding that on which judgment is given. Each Loan Party agrees that its obligation in respect of any Original Currency due from it

hereunder shall, notwithstanding any judgment or payment in any Second Currency, be discharged only to the extent that, on the Business Day following the date the Administrative Agent receives payment of any sum so adjudged to be due hereunder in the Second Currency, the Administrative Agent may, in accordance with normal banking procedures, purchase, in the New York foreign exchange market, the Original Currency with the amount of the Second Currency so paid; and if the amount of the Original Currency so purchased, or that could have been so purchased, is less than the amount originally due in the Original Currency after any premium and costs of exchange payable in connection with such purchase, each Loan Party agrees as a separate obligation and notwithstanding any such payment or judgment to indemnify the Administrative Agent against such loss.

SECTION 9.22 Waiver of Immunity. To the extent that any Loan Party has, or hereafter may be entitled to claim or may acquire, for itself, any Collateral or other assets of the Loan Parties, any immunity (whether sovereign or otherwise) from suit, jurisdiction of any court or from any legal process (whether through service of notice, attachment prior to judgment, attachment in aid of execution or otherwise) with respect to itself, any Collateral or any other assets of the Loan Parties, such Loan Party hereby waives such immunity in respect of its obligations hereunder and under any promissory notes evidencing the Loans hereunder and any other Loan Document to the fullest extent permitted by applicable law and, without limiting the generality of the foregoing, agrees that the waivers set forth in this Section shall be effective to the fullest extent now or hereafter permitted under the Foreign Sovereign Immunities Act of 1976 (as amended, and together with any successor legislation) and are, and are intended to be, irrevocable for purposes thereof.

SECTION 9.23 Process Agent. Each Canadian Loan Party hereby irrevocably designates and appoints the Borrower Representative, in the case of any suit, action or proceeding brought in the United States as its designee, appointee and agent to receive, accept and acknowledge for and on its behalf, and in respect of its property, service of any and all legal process, summons, notices and documents that may be served in any action or proceeding arising out of or in connection with this Agreement or any other Loan Document. Such service may be made by mailing (by registered or certified mail, postage prepaid) or delivering a copy of such process to such Canadian Loan Party in care of the Borrower Representative at the Borrower Representative's address set forth in Section 9.01, and each such Canadian Loan Party hereby irrevocably authorizes and directs the Borrower Representative to accept such service on its behalf. As an alternative method of service, each Canadian Loan Party irrevocably consents to the service of any and all process in any such action or proceeding by the mailing (by registered or certified mail, postage prepaid) of copies of such process to the Borrower Representative or such Canadian Loan Party at its address specified in Section 9.01. Each Canadian Loan Party agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

SECTION 9.24 Acknowledgement and Consent to Bail-In. Notwithstanding anything to the contrary in any Loan Document or in any related agreement, arrangement or understanding among the parties hereto, each party hereto acknowledges that any liability of any party to any other party under or in connection with the Loan Documents may be subject to Bail-In Action by the relevant Resolution Authority and acknowledges and accepts to be bound by the effect of:

- (a) any Bail-In Action in relation to any such liability, including (without limitation):
 - (i) a reduction, in full or in part, in the principal amount, or outstanding amount due (including any accrued but unpaid interest) in respect of any such liability;
 - (ii) a conversion of all, or part of, any such liability into shares or other instruments of ownership that may be issued to, or conferred on, it; and

(iii) a cancellation of any such liability; and

(b) a variation of any term of any Loan Document to the extent necessary to give effect to any Bail-In Action in relation to any such liability.

ARTICLE X

Loan Guarantee

SECTION 10.01 Guarantee. Each Borrower and each other Loan Party hereby agrees that it is jointly and severally liable for, and absolutely, irrevocably and unconditionally guarantees to the Administrative Agent, the Canadian Administrative Agent, the Lenders, the Issuing Banks and the other Lender Parties the prompt payment and performance when due, whether at stated maturity, upon acceleration or otherwise, and at all times thereafter, of the Secured Obligations and all reasonable costs and expenses including, without limitation, all court costs and attorneys' and paralegals' fees and expenses paid or incurred by the Administrative Agent, the Issuing Banks and the Lenders in endeavoring to collect all or any part of the Secured Obligations from, or in prosecuting any action against, any Borrower, any Loan Guarantor or any other guarantor of all or any part of the Secured Obligations (such costs and expenses, together with the Secured Obligations, being collectively called the "Guaranteed Obligations"). Each Borrower and each other Loan Party further agrees that the Guaranteed Obligations may be extended or renewed in whole or in part without notice to or further assent from it, and that it remains bound upon its guarantee notwithstanding any such extension or renewal. All terms of this Guarantee apply to and may be enforced by or on behalf of any domestic or foreign branch or Affiliate of any Lender or Issuing Bank that extended any portion of the Guaranteed Obligations.

SECTION 10.02 Guarantee of Payment. This Guarantee is a Guarantee of payment and not of collection. Each Borrower and each other Loan Party waives any right to require the Administrative Agent, the Canadian Administrative Agent, any Issuing Bank, any Lender or any other Lender Party to sue any Borrower, any other Borrower, any other guarantor, or any other Person obligated for all or any part of the Guaranteed Obligations (each, a "Obligated Party"), or to enforce its rights against any collateral securing all or any part of the Guaranteed Obligations.

SECTION 10.03 No Discharge or Diminishment of Guarantee.

(a) Except as otherwise provided for herein, the obligations of each Borrower and each other Loan Party hereunder are unconditional and absolute and not subject to any reduction, limitation, impairment or termination for any reason (other than the payment in full in cash of the Guaranteed Obligations), including: (i) any claim of waiver, release, extension, renewal, settlement, surrender, alteration, or compromise of any of the Guaranteed Obligations, by operation of law or otherwise; (ii) any change in the corporate existence, structure or ownership of any Borrower or any other Loan Party or any other guarantor of or other Person liable for any of the Guaranteed Obligations; (iii) any insolvency, bankruptcy, reorganization or other similar proceeding affecting any Obligated Party or its assets or any resulting release or discharge of any obligation of any Obligated Party; or (iv) the existence of any claim, setoff or other right which any Borrower may have at any time against any Obligated Party, the Administrative Agent, the Canadian Administrative Agent, any Issuing Bank, any Lender, or any other Person, whether in connection herewith or in any unrelated transaction.

(b) The obligations of each Borrower and each other Loan Party hereunder are not subject to any defense or setoff, counterclaim, recoupment, or termination whatsoever by reason of the invalidity, illegality, or unenforceability of any of the Guaranteed Obligations or otherwise, or any provision of

applicable law or regulation purporting to prohibit payment by any Obligated Party, of the Guaranteed Obligations or any part thereof.

(c) Further, the obligations of any Borrower and each other Loan Party hereunder are not discharged or impaired or otherwise affected by: (i) the failure of the Administrative Agent, the Canadian Administrative Agent, any Issuing Bank, any Lender or any other Lender Party to assert any claim or demand or to enforce any remedy with respect to all or any part of the Guaranteed Obligations; (ii) any waiver or modification of or supplement to any provision of any agreement relating to the Guaranteed Obligations; (iii) any release, non-perfection or invalidity of any indirect or direct security for the obligations of any Borrower for all or any part of the Guaranteed Obligations or any obligations of any other guarantor of or other Person liable for any of the Guaranteed Obligations; (iv) any action or failure to act by the Administrative Agent, the Canadian Administrative Agent, any Issuing Bank, any Lender or any other Lender Party with respect to any collateral securing any part of the Guaranteed Obligations; or (v) any default, failure or delay, willful or otherwise, in the payment or performance of any of the Guaranteed Obligations, or any other circumstance, act, omission or delay that might in any manner or to any extent vary the risk of such Borrower, such other Loan Party or that would otherwise operate as a discharge of any Borrower as a matter of law or equity (other than the payment in full in cash of the Guaranteed Obligations).

SECTION 10.04 Defenses Waived. To the fullest extent permitted by applicable law, each Borrower and each other Loan Party hereby waives any defense based on or arising out of any defense of any Borrower or the unenforceability of all or any part of the Guaranteed Obligations from any cause, or the cessation from any cause of the liability of any Borrower or such other Loan Party, other than the payment in full in cash of the Guaranteed Obligations. Without limiting the generality of the foregoing, each Borrower and each other Loan Party irrevocably waives acceptance hereof, presentment, demand, protest and, to the fullest extent permitted by law, any notice not provided for herein, as well as any requirement that at any time any action be taken by any Person against any Obligated Party or any other Person. Each Borrower and each other Loan Party confirms that it is not a surety under any state law and shall not raise any such law as a defense to its obligations hereunder. The Administrative Agent may, at its election, foreclose on any Collateral held by it by one or more judicial or nonjudicial sales, accept an assignment of any such Collateral in lieu of foreclosure or otherwise act or fail to act with respect to any collateral securing all or a part of the Guaranteed Obligations, compromise or adjust any part of the Guaranteed Obligations, make any other accommodation with any Obligated Party or exercise any other right or remedy available to it against any Obligated Party, without affecting or impairing in any way the liability of such Borrower or such other Loan Party under this Guarantee except to the extent the Guaranteed Obligations have been fully and paid in cash. To the fullest extent permitted by applicable law, each Borrower and each other Loan Party waives any defense arising out of any such election even though that election may operate, pursuant to applicable law, to impair or extinguish any right of reimbursement or subrogation or other right or remedy of any Borrower or of any other Loan Party against any Obligated Party or any security.

SECTION 10.05 Rights of Subrogation. No Loan Party will assert any right, claim or cause of action, including, without limitation, a claim of subrogation, contribution or indemnification that it has against any Obligated Party, or any Collateral, until the Loan Parties have fully performed all their obligations to the Administrative Agent, the Canadian Administrative Agent, the Issuing Banks, the Lenders and the other Lender Parties.

SECTION 10.06 Reinstatement; Stay of Acceleration. If at any time any payment of any portion of the Guaranteed Obligations is rescinded or must otherwise be restored or returned upon the insolvency, bankruptcy or reorganization of any Borrower, any other Loan Party or otherwise, such Borrower's and such other Loan Party's obligations under this Guarantee with respect to that payment shall be reinstated at such time as though the payment had not been made and whether or not the Administrative Agent, the

Canadian Administrative Agent, the Issuing Banks, the Lenders or the other Lender Parties are in possession of this Guarantee. If acceleration of the time for payment of any of the Guaranteed Obligations is stayed upon the insolvency, bankruptcy or reorganization of any Borrower or any other Loan Party, all such amounts otherwise subject to acceleration under the terms of any agreement relating to the Guaranteed Obligations shall nonetheless be payable by the Borrowers forthwith on demand by the Administrative Agent.

SECTION 10.07 Information. Each Borrower and each other Loan Party assumes all responsibility for being and keeping itself informed of the other Borrowers' financial condition and assets, and of all other circumstances bearing upon the risk of nonpayment of the Guaranteed Obligations and the nature, scope and extent of the risks that each Borrower assumes and incurs under this Guarantee, and agrees that none of the Administrative Agent, any Issuing Bank or any Lender shall have any duty to advise any Borrower of information known to it regarding those circumstances or risks.

SECTION 10.08 Taxes. The provisions of Section 2.17 shall apply mutatis mutandis to all payments by the Borrowers of the Guaranteed Obligations.

SECTION 10.09 Maximum Liability. The provisions of this Guarantee are severable, and in any action or proceeding involving any state corporate law, or any state, federal or foreign bankruptcy, insolvency, reorganization or other law affecting the rights of creditors generally, if the obligations of any Borrower under this Guarantee would otherwise be held or determined to be avoidable, invalid or unenforceable on account of the amount of such Borrower's liability under this Guarantee, then, notwithstanding any other provision of this Guarantee to the contrary, the amount of such liability shall, without any further action by the Borrower or the Lenders, be automatically limited and reduced to the highest amount that is valid and enforceable as determined in such action or proceeding (such highest amount determined hereunder being the relevant Borrower's "Maximum Liability"). This Section with respect to the Maximum Liability of each Borrower is intended solely to preserve the rights of the Lenders to the maximum extent not subject to avoidance under applicable law, and no Borrower nor any other Person or entity shall have any right or claim under this Section with respect to such Maximum Liability, except to the extent necessary so that the obligations of any Borrower hereunder shall not be rendered voidable under applicable law. Each Borrower agrees that the Guaranteed Obligations may at any time and from time to time exceed the Maximum Liability of each Borrower without impairing this Guarantee or affecting the rights and remedies of the Lenders hereunder; provided that nothing in this sentence shall be construed to increase any Borrower's obligations hereunder beyond its Maximum Liability.

SECTION 10.10 Contribution. In the event any Borrower (a "Paying Borrower") shall make any payment or payments under this Guarantee or shall suffer any loss as a result of any realization upon any collateral granted by it to secure its obligations under this Guarantee, each other Borrower (each a "Non-Paying Borrower") shall contribute to such Paying Borrower an amount equal to such Non-Paying Borrower's Applicable Share of such payment or payments made, or losses suffered, by such Paying Borrower. For purposes of this Section, each Non-Paying Borrower's "Applicable Share" with respect to any such payment or loss by a Paying Borrower shall be determined as of the date on which such payment or loss was made by reference to the ratio of (a) such Non-Paying Borrower's Maximum Liability as of such date (without giving effect to any right to receive, or obligation to make, any contribution hereunder) or, if such Non-Paying Borrower's Maximum Liability has not been determined, the aggregate amount of all monies received by such Non-Paying Borrower from the other Borrowers after the Effective Date (whether by loan, capital infusion or by other means) to (b) the aggregate Maximum Liability of all Borrowers hereunder (including such Paying Borrower) as of such date (without giving effect to any right to receive, or obligation to make, any contribution hereunder), or to the extent that a Maximum Liability has not been determined for any Borrower, the aggregate amount of all monies received by such Borrowers from the other Borrowers after the Effective Date (whether by loan, capital infusion or by other means).

Nothing in this provision shall affect any Borrower's several liability for the entire amount of the Guaranteed Obligations (up to such Borrower's Maximum Liability). Each of the Borrowers covenants and agrees that its right to receive any contribution under this Guarantee from a Non-Paying Borrower shall be subordinate and junior in right of payment to the payment in full in cash of the Guaranteed Obligations. This provision is for the benefit of both the Administrative Agent, the Canadian Administrative Agent, the Issuing Banks, the Lenders and the Borrowers and may be enforced by any one, or more, or all of them in accordance with the terms hereof.

SECTION 10.11 Liability Cumulative. The liability of each Borrower and each other Loan Party under this Article X is in addition to and shall be cumulative with all other liabilities of each Borrower and each other Loan Party to the Administrative Agent, the Canadian Administrative Agent, the Issuing Banks and the Lenders under this Agreement and the other Loan Documents to which such Borrower or such other Loan Party is a party or in respect of any obligations or liabilities of the other Borrowers or other Loan Parties, without any limitation as to amount, unless the instrument or agreement evidencing or creating such other liability specifically provides to the contrary.

ARTICLE XI

[Reserved.]

ARTICLE XII

The Borrower Representative

SECTION 12.01 Appointment; Nature of Relationship. The Company is hereby appointed by each of the Borrowers as its contractual representative (herein referred to as the "Borrower Representative") hereunder and under each other Loan Document, and each of the Borrowers irrevocably authorizes the Borrower Representative to act as the contractual representative of such Borrower with the rights and duties expressly set forth herein and in the other Loan Documents. The Borrower Representative agrees to act as such contractual representative upon the express conditions contained in this Article XII. Additionally, the Borrowers hereby appoint the Borrower Representative as their agent to receive all of the proceeds of the Loans in the Funding Account(s), at which time the Borrower Representative shall promptly disburse such Loans to the appropriate Borrower. The Administrative Agent, the Canadian Administrative Agent, the Issuing Banks and the Lenders, and their respective Related Parties, shall not be liable to the Borrower Representative or any Borrower for any action taken or omitted to be taken by the Borrower Representative or the Borrowers pursuant to this Section.

SECTION 12.02 Powers. The Borrower Representative shall have and may exercise such powers under the Loan Documents as are specifically delegated to the Borrower Representative by the terms of each thereof, together with such powers as are reasonably incidental thereto. The Borrower Representative shall have no implied duties to the Borrowers, or any obligation to the Lenders to take any action thereunder except any action specifically provided by the Loan Documents to be taken by the Borrower Representative.

SECTION 12.03 Employment of Agents. The Borrower Representative may execute any of its duties as the Borrower Representative hereunder and under any other Loan Document by or through authorized officers.

SECTION 12.04 Notices. Each Borrower shall immediately notify the Borrower Representative of the occurrence of any Default hereunder referring to this Agreement describing such Default and stating that such notice is a "notice of default." In the event that the Borrower Representative

receives such a notice, the Borrower Representative shall give prompt notice thereof to the Administrative Agent and the Lenders. Any notice provided to the Borrower Representative hereunder shall constitute notice to each Borrower on the date received by the Borrower Representative.

SECTION 12.05 Successor Borrower Representative. Upon the prior written consent of the Administrative Agent, the Borrower Representative may resign at any time, such resignation to be effective upon the appointment of a successor Borrower Representative. The Administrative Agent shall give prompt written notice of such resignation to the Lenders.

SECTION 12.06 Execution of Loan Documents; Borrowing Base Certificate. The Borrowers hereby empower and authorize the Borrower Representative, on behalf of the Borrowers, to execute and deliver to the Administrative Agent, the Canadian Administrative Agent and the Lenders the Loan Documents and all related agreements, certificates, documents, or instruments as shall be necessary or appropriate to effect the purposes of the Loan Documents, including without limitation, the Borrowing Base Certificates and the Compliance Certificates. Each Borrower agrees that any action taken by the Borrower Representative or the Borrowers in accordance with the terms of this Agreement or the other Loan Documents, and the exercise by the Borrower Representative of its powers set forth therein or herein, together with such other powers that are reasonably incidental thereto, shall be binding upon all of the Borrowers.

SECTION 12.07 Reporting. Each Borrower hereby agrees that such Borrower shall furnish promptly after each fiscal month to the Borrower Representative any certificate or report requested by the Borrower Representative, on which the Borrower Representative shall rely to prepare the Borrowing Base Certificates and Compliance Certificates required pursuant to the provisions of this Agreement.

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Schedule 5.21
Required Milestones

The Loan Parties shall use their reasonable best efforts to pursue and implement the Restructuring Transactions as defined in, and in accordance with, the RSA and shall, as such time periods may be extended by the Required Lenders, achieve the following milestones, all in form and substance satisfactory to the Administrative Agent:

- (a) on or before five (5) days after the Petition Date, the Court shall have entered the Interim Order;
- (b) on or before ten (10) days after the Petition Date, the Loan Parties shall file with the Court a motion to seeking to implement procedures for store closings;
- (c) on or before ten (10) Business Days after the Petition Date, the Loan Parties shall file with the Court a motion to requesting an order of the Court extending the lease assumption/rejection period such that the lease assumption/rejection period shall be two hundred and ten (210) days from the Petition Date;
- (d) on or before fourteen (14) days after the Petition Date, the Loan Parties shall have delivered to the Administrative Agent a plan for optimization of the leased property portfolio and real estate portfolio (the “Lease Optimization Plan”);
- (e) on or before fifteen (15) days after the Petition Date, the Loan Parties shall file with the Court an Acceptable Plan and a disclosure statement with respect to such Acceptable Plan (the “Disclosure Statement”); provided, that the Loan Parties’ compliance with this milestone shall not be affected by technical and immaterial changes and other changes, modifications and supplements to such Acceptable Plan and Disclosure Statement that are reasonably acceptable to the Administrative Agent and Required Lenders filed with the Court subsequent to the original filing of such Acceptable Plan and Disclosure Statement;
- (f) on or before thirty-five (35) days after the Petition Date, the Court shall have entered the Final Order;
- (g) on or before forty (40) days after the Petition Date, the Court shall have entered an order implementing procedures for store closings;
- (h) on or before fifty (50) days after the Petition Date, the Court shall have entered an order extending the lease assumption/rejection period such that the lease assumption/rejection period shall be two hundred and ten (210) days from the Petition Date;
- (i) on or before seventy (70) days after the Petition Date, the Court shall have entered an order approving the Disclosure Statement;

(j) on or before seventy (70) days after the Petition Date, the Loan Parties shall have achieved results/outcome of the implementation of the Lease Optimization Plan acceptable to the Administrative Agent;

(k) on or before seventy-five (75) days after the Petition Date, unless the Court shall have entered an order approving the Disclosure Statement on or before seventy (70) days after the Petition Date, the Loan Parties shall have (i) delivered bid packages to liquidators with respect to the liquidation of all or substantially all of the assets of the Loan Parties based on a fee and equity basis, which bid packages shall include a request for bids to be received by the Loan Parties within five days and (ii) provided the Administrative Agent and the Lenders with the names of such prospective liquidators;

(l) on or before one hundred and five (105) days after the Petition Date, the Court shall have entered the Confirmation Order; and

(m) on or before one hundred and twenty (120) days after the Petition Date, the Acceptable Plan shall be effective and the Debtors shall have emerged from the Cases.

Exhibit 2

Initial Budget

Tailored Brands, Inc.

DIP Detail

Week Ending Period Week # (\$ in 000s)	Q3 2020													13 Week CF
	8/8	8/15	8/22	8/29	9/5	9/12	9/19	9/26	10/3	10/10	10/17	10/24	10/31	Total
	M7W1	M7W2	M7W3	M7W4	M8W1	M8W2	M8W3	M8W4	M8W5	M9W1	M3W2	M9W3	M9W4	M7W1-M9W4
	27	28	29	30	31	32	33	34	35	36	37	38	39	27-39
	Forecast	Forecast	Forecast	Forecast	Forecast	Forecast	Forecast	Forecast	Forecast	Forecast	Forecast	Forecast	Forecast	Forecast
BEGINNING CASH BALANCE (Bank)	\$ 100,356	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 100,356
RECEIPTS														
Operating Receipts	21,698	26,014	26,881	27,729	30,546	33,098	33,501	36,621	36,952	37,811	39,294	38,403	41,334	429,883
Other	800	-	-	468	1,545	10,450	-	-	2,375	-	-	-	11,802	27,439
Total Receipts	22,498	26,014	26,881	28,197	32,091	43,548	33,501	36,621	39,327	37,811	39,294	38,403	53,136	457,322
DISBURSEMENTS														
Payroll & Benefits	(11,192)	(4,564)	(12,714)	(4,448)	(10,657)	(4,769)	(11,195)	(6,320)	(11,474)	(5,060)	(11,659)	(7,309)	(11,456)	(112,818)
Merchandise	-	(7,231)	(3,615)	(3,615)	(11,004)	(11,004)	(11,004)	(11,004)	(10,684)	(6,608)	(6,608)	(6,608)	(6,608)	(95,593)
Rent (incl. Property Taxes)	-	-	-	-	(19,762)	-	-	-	(19,762)	-	-	-	-	(39,525)
Rental / Custom Deposit Refunds	(3,000)	(3,500)	(3,500)	(3,500)	(3,500)	(3,500)	(1,500)	-	-	-	-	-	-	(22,000)
Marketing & Advertising	-	(4,755)	(432)	(432)	(4,018)	(799)	(799)	(799)	(734)	(6,902)	(758)	(758)	(758)	(21,943)
Utilities/Telecom	-	(1,763)	(882)	(2,632)	(735)	(735)	(735)	(851)	(2,117)	(836)	(836)	(836)	(836)	(13,793)
Freight/Parcel & US Customs	-	(2,094)	(1,112)	(1,264)	(1,165)	(1,276)	(933)	(974)	(928)	(948)	(993)	(956)	(938)	(13,580)
Capex & Rental Product	-	(583)	(542)	(542)	(1,015)	(1,339)	(1,339)	(1,339)	(1,265)	(592)	(592)	(592)	(592)	(10,329)
Sales & Use Tax	(37)	(863)	(5,608)	-	(47)	(1,101)	(7,877)	-	-	-	(12,740)	-	-	(28,274)
Other Operating Disbursements	(1,000)	(1,000)	(1,000)	(1,500)	(6,570)	(1,000)	(1,000)	(1,000)	(1,500)	(1,286)	(1,000)	(1,000)	(1,500)	(20,356)
Total Disbursements	(15,229)	(26,352)	(29,405)	(17,933)	(58,474)	(25,523)	(36,382)	(22,288)	(48,464)	(22,231)	(35,186)	(18,058)	(22,688)	(378,211)
OPERATING CASH FLOW	7,269	(338)	(2,524)	10,264	(26,383)	18,025	(2,881)	14,334	(9,137)	15,580	4,109	20,345	30,448	79,111
Total Financing & Debt Service	(4,767)	-	-	-	(4,697)	-	-	-	(5,031)	-	-	-	-	(14,495)
Release of Restricted Cash	8,991	-	-	-	35,964	-	-	-	-	17,982	-	-	-	62,938
Total Net Baseline Cash Flow	11,494	(338)	(2,524)	10,264	4,885	18,025	(2,881)	14,334	(14,168)	33,562	4,109	20,345	30,448	127,554
Restructuring Professional Fees	-	-	-	-	(9,218)	-	-	-	-	(7,226)	-	-	-	(16,444)
Restructuring Other	(6,853)	(2,103)	(12,357)	(8,857)	(4,700)	(13,774)	(4,700)	(4,700)	-	(3,565)	-	-	(261)	(61,870)
TOTAL NET CASH FLOW	4,641	(2,441)	(14,882)	1,407	(9,033)	4,251	(7,581)	9,634	(14,168)	22,772	4,109	20,345	30,187	49,240
DIP Borrowings / (Paydown)	(94,996)	2,441	14,882	(1,407)	9,033	(4,251)	7,581	(9,634)	14,168	(22,772)	(4,109)	(20,345)	(30,187)	(139,596)
ENDING CASH BALANCE	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000
Liquidity Overview														
Borrowing Base	439,861	438,877	437,414	435,255	444,590	442,095	438,351	430,648	423,496	425,528	417,927	409,722	400,146	400,146
Drawn Revolver - Ending	(280,004)	(282,444)	(297,326)	(295,919)	(304,952)	(300,701)	(308,282)	(298,649)	(312,816)	(290,045)	(285,936)	(265,591)	(235,404)	(235,404)
LC's	(22,944)	(22,944)	(22,944)	(22,944)	(22,944)	(22,944)	(22,944)	(22,944)	(22,944)	(22,944)	(22,944)	(22,944)	(22,944)	(22,944)
Total Availability	136,913	133,488	117,144	116,392	116,693	118,449	107,124	109,055	87,735	112,539	109,047	121,186	141,797	141,797
TOTAL LIQUIDITY	\$ 146,913	\$ 143,488	\$ 127,144	\$ 126,392	\$ 126,693	\$ 128,449	\$ 117,124	\$ 119,055	\$ 97,735	\$ 122,539	\$ 119,047	\$ 131,186	\$ 151,797	\$ 151,797

Exhibit 3

Cash Collateral Termination Events

1. Any Event of Default (as defined in the DIP ABL Facility) has occurred and is continuing under the DIP ABL Facility.
2. The failure by the Debtors to comply with any material provision of the Interim Order or the Final Order.
3. The appointment of a trustee or an examiner with expanded powers.
4. The conversion or dismissal of any of the Cases.
5. The entry of an order reversing, staying, vacating, or otherwise modifying in any material respect the Interim Order or the Final Order, or the Interim Order or Final Order shall otherwise cease to be in full force or effect.
6. The Debtors' filing of an application, motion, or other pleading seeking to amend, modify, supplement or extend the Interim Order or the Final Order without the consent of the Requisite Prepetition Term Loan Lenders.
7. The Debtors' filing of an application, motion or other pleading seeking authorization to obtain post-petition financing without the consent of the Requisite Prepetition Term Loan Lenders.
8. The entry of an order approving post-petition financing that is not acceptable to the Requisite Prepetition Term Loan Lenders.
9. The Debtors take any action against any of the Prepetition Term Loan Parties challenging the validity, enforceability, perfection, or priority of their liens or claims.
10. The termination of the RSA, or the RSA otherwise ceases to be in full force and effect.
11. In respect of the Budget, (i) actual aggregate operating cash receipts for any Four Week Period shall be less than 90% of aggregate budgeted cash receipts for any such Four Week Period or (ii) the actual aggregate cash disbursements (excluding professional fees) for any Four Week Period shall be greater than 110% of the budgeted aggregate cash disbursements for any such Four Week Period; provided, that any variance from a prior period as tested against a cumulative budget shall carry forward in the succeeding Four Week Period for purposes of the Budget.
12. Any default arises under any material prepetition indebtedness of the Debtors that is not stayed by the automatic stay in these Cases.
13. Any motion is filed seeking to terminate any Debtor's exclusive right to file a chapter 11 plan (unless actively contested by the Debtors), or the expiration of any Debtor's exclusive right to file a chapter 11 plan.

14. The payment of, or application by the Debtors for authority to pay, any prepetition claim unless (i) in accordance with the Budget, and (ii) with the consent of the Requisite Prepetition Term Loan Lenders, which consent shall be deemed to have been provided with respect to relief set forth in the “first day” and “second day” orders.
15. The Debtors shall have entered into, or made any payment in respect of, any critical vendor agreements or otherwise entered into the agreement to pay, or made on a postpetition basis, any payment in respect of critical vendor trade obligations, in each instance for an amount in excess of \$100,000 to any one vendor (in one or multiple payments), except with the written consent of the Requisite Prepetition Term Loan Lenders.
16. The existence of any claim or charges, or the entry of any order of the Court authorizing any claims or charges, entitled to superpriority administrative expense claim status in any of the Cases pursuant to section 364(c)(1) of the Bankruptcy Code *pari passu* with or senior to the claims of the Prepetition Term Loan Parties under the Interim Order or the Final Order, or there shall arise or be granted by the Court (i) any claim having priority over any or all administrative expenses of the kind specified in clause (b) of section 503 or clause (b) of section 507 of the Bankruptcy Code or (ii) any lien on the Prepetition Collateral having a priority senior to or *pari passu* with the liens and security interests granted to the Prepetition Term Loan Parties under the Interim Order or the Final Order, except as provided in the Interim Order or the Final Order.
17. The automatic stay shall be modified, reversed, revoked or vacated in a manner that has a material adverse impact on the rights and interests of the Prepetition Term Loan Parties.
18. The Debtors (A) shall have filed a motion with the Court seeking entry of an order avoiding, disallowing, subordinating or recharacterizing any claim, lien or interest held by any Prepetition Secured Party arising under the Prepetition Term Loan Documents, or (B) shall fail to contest any Challenge filed by a third party (including any Committee), unless, in either case, the Prepetition Term Loan Agent has consented to such motion.
19. The failure to satisfy any of the following milestones (which milestones may be extended by the written consent of the Requisite Prepetition Term Loan Lenders):
 - a. Entry of Interim Order that is acceptable to the Requisite Prepetition Term Loan Lenders: 5 days after the Petition Date.
 - b. Debtors to file a motion (acceptable to the Requisite Prepetition Term Loan Lenders) seeking to extend the lease assumption/rejection period to 210 days: 10 days after the Petition Date.
 - c. Debtors to file a motion (acceptable to the Requisite Prepetition Term Loan Lenders) seeking to implement procedures for store closings: 10 days after the Petition Date.

- d. Delivery to the Term Loan Advisors of a plan for optimization of the leased property portfolio and real estate portfolio that is acceptable to the Requisite Prepetition Term Loan Lenders (the “Lease Optimization Plan”): 14 days after the Petition Date.
- e. Filing of a plan of reorganization that is acceptable to the Requisite Prepetition Term Loan Lenders (an “Acceptable Plan”) and disclosure statement with respect to the Acceptable Plan (the “Disclosure Statement”) with the Court: 15 days after the Petition Date; provided, that the Debtors’ compliance with this milestone shall not be affected by technical and immaterial changes and other changes, modifications and supplements to such Acceptable Plan and Disclosure Statement that are reasonably acceptable to the Requisite Prepetition Term Loan Lenders filed with the Court subsequent to the original filing of such Acceptable Plan and Disclosure Statement.
- f. Entry of Final Order that is acceptable to the Requisite Prepetition Term Loan Lenders: 40 days after the Petition Date.
- g. Entry of an order that is acceptable to the Requisite Prepetition Term Loan Lenders implementing procedures for store closings: 40 days after the Petition Date.
- h. Entry of an order that is acceptable to the Requisite Prepetition Term Loan Lenders extending the lease assumption/rejection period to 210 days: 50 days after the Petition Date.
- i. Entry by the Court of an order approving the Disclosure Statement that is acceptable to the Requisite Prepetition Term Loan Lenders: 70 days after the Petition Date.
- j. Results/outcome of implementation of Lease Optimization Plan to be acceptable to the Requisite Prepetition Term Loan Lenders: 70 days after the Petition Date.
- k. Entry by Court of an order (acceptable to the Requisite Prepetition Term Loan Lenders) confirming an Acceptable Plan (the “Confirmation Order”): 105 days after the Petition Date.
- l. Consummation of the Acceptable Plan: 120 days after the Petition Date.

Exhibit 4
Required Milestones

The Debtors shall use their reasonable best efforts to pursue and implement the Restructuring Transactions as defined in, and in accordance with, the RSA and shall, as such time periods may be extended by the Required Lenders, achieve the following milestones, all in form and substance satisfactory to the DIP Agent:

- (a) on or before five (5) days after the Petition Date, the Court shall have entered the Interim Order;
- (b) on or before ten (10) days after the Petition Date, the Debtors shall file with the Court a motion to seeking to implement procedures for store closings;
- (c) on or before ten (10) Business Days after the Petition Date, the Debtors shall file with the Court a motion to requesting an order of the Court extending the lease assumption/rejection period such that the lease assumption/rejection period shall be two hundred and ten (210) days from the Petition Date;
- (d) on or before fourteen (14) days after the Petition Date, the Debtors shall have delivered to the DIP Agent a plan for optimization of the leased property portfolio and real estate portfolio (the "Lease Optimization Plan");
- (e) on or before fifteen (15) days after the Petition Date, the Debtors shall file with the Court an Acceptable Plan (notwithstanding the DIP Credit Agreement, for the purposes of this Interim Order, an Acceptable Plan is a "Plan of Reorganization that is satisfactory to the Administrative Agent, the Required Lenders and the Loan Parties, each in their reasonable discretion.") and a disclosure statement with respect to such Acceptable Plan (the "Disclosure Statement"); provided, that the Debtors' compliance with this milestone shall not be affected by technical and immaterial changes and other changes, modifications and supplements to such Acceptable Plan and Disclosure Statement that are reasonably acceptable to the Administrative Agent and Required Lenders filed with the Court subsequent to the original filing of such Acceptable Plan and Disclosure Statement;
- (f) on or before thirty-five (35) days after the Petition Date, the Court shall have entered the Final Order;
- (g) on or before forty (40) days after the Petition Date, the Court shall have entered an order implementing procedures for store closings;
- (h) on or before fifty (50) days after the Petition Date, the Court shall have entered an order extending the lease assumption/rejection period such that the lease assumption/rejection period shall be two hundred and ten (210) days from the Petition Date;
- (i) on or before seventy (70) days after the Petition Date, the Debtors shall have achieved results/outcome of the implementation of Lease Optimization Plan acceptable to the DIP Agent;

- (j) on or before seventy (70) days after the Petition Date, the Court shall have entered an order approving the Disclosure Statement;
- (k) on or before seventy-five (75) days after the Petition Date, unless the Court shall have entered an order approving the Disclosure Statement on or before seventy (70) days after the Petition Date, the Debtors shall have (i) delivered bid packages to liquidators with respect to the liquidation of all or substantially all of the assets of the Debtors based on a fee and equity basis, which bid packages shall include a request for bids to be received by the Debtors within five days and (ii) provided the DIP Agent and the DIP Lenders with the names of such prospective liquidators;
- (l) on or before one hundred-and-five (105) days after the Petition Date, the Court shall have entered the Confirmation Order (the Milestones set forth in paragraphs (j), (k), (l) and (m), collectively, the “Sale Milestones”); and
- (m) on or before one hundred and twenty (120) days after the Petition Date, the Acceptable Plan shall be effective and the Debtors shall have emerged from the Cases.

TAB Y

***Debtors' Emergency Motion for Entry of an Order Authorizing
Moore's the Suit People Corp. to Act as Foreign
Representative Pursuant to 11 U.S.C. § 1505***

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

In re:

TAILORED BRANDS, INC., *et al.*,¹

Debtors.

)
) Chapter 11
)
) Case No. 20-33900 (MI)
)
) (Joint Administration Requested)
) (Emergency Hearing Requested)

**DEBTORS' EMERGENCY MOTION SEEKING ENTRY OF AN
ORDER AUTHORIZING MOORES THE SUIT PEOPLE CORP. TO
ACT AS FOREIGN REPRESENTATIVE PURSUANT TO 11 U.S.C. § 1505**

EMERGENCY RELIEF HAS BEEN REQUESTED. A HEARING WILL BE CONDUCTED ON THIS MATTER ON AUGUST 3, 2020 AT 4:30 P.M. (CENTRAL TIME) IN COURTROOM 404, 4TH FLOOR, 515 RUSK STREET, HOUSTON, TEXAS 77002. IF YOU OBJECT TO THE RELIEF REQUESTED OR YOU BELIEVE THAT EMERGENCY CONSIDERATION IS NOT WARRANTED, YOU MUST EITHER APPEAR AT THE HEARING OR FILE A WRITTEN RESPONSE PRIOR TO THE HEARING. OTHERWISE, THE COURT MAY TREAT THE PLEADING AS UNOPPOSED AND GRANT THE RELIEF REQUESTED.

RELIEF IS REQUESTED NOT LATER THAN AUGUST 3, 2020.

PLEASE NOTE THAT ON MARCH 24, 2020, THROUGH THE ENTRY OF GENERAL ORDER 2020-10, THE COURT INVOKED THE PROTOCOL FOR EMERGENCY PUBLIC HEALTH OR SAFETY CONDITIONS.

IT IS ANTICIPATED THAT ALL PERSONS WILL APPEAR TELEPHONICALLY AND ALSO MAY APPEAR VIA VIDEO AT THIS HEARING.

AUDIO COMMUNICATION WILL BE BY USE OF THE COURT'S DIAL-IN FACILITY. YOU MAY ACCESS THE FACILITY AT (832) 917-1510. YOU WILL BE RESPONSIBLE FOR YOUR OWN LONG-DISTANCE CHARGES. ONCE CONNECTED, YOU WILL BE ASKED TO ENTER THE CONFERENCE ROOM NUMBER. JUDGE ISGUR'S CONFERENCE ROOM NUMBER IS 954554.

YOU MAY VIEW VIDEO VIA GOTOMEETING. TO USE GOTOMEETING, THE COURT RECOMMENDS THAT YOU DOWNLOAD THE FREE GOTOMEETING APPLICATION. TO CONNECT, YOU SHOULD ENTER THE MEETING CODE "JUDGEISGUR" IN THE GOTOMEETING APP OR CLICK THE LINK ON JUDGE ISGUR'S HOME PAGE ON THE SOUTHERN DISTRICT OF TEXAS WEBSITE. ONCE CONNECTED, CLICK THE SETTINGS ICON IN THE UPPER RIGHT CORNER AND ENTER YOUR NAME UNDER THE PERSONAL INFORMATION SETTING.

HEARING APPEARANCES MUST BE MADE ELECTRONICALLY IN ADVANCE OF THE HEARING. TO MAKE YOUR ELECTRONIC APPEARANCE, GO TO THE SOUTHERN DISTRICT OF TEXAS WEBSITE AND SELECT "BANKRUPTCY COURT" FROM THE TOP MENU. SELECT "JUDGES' PROCEDURES & SCHEDULES," THEN "VIEW HOME PAGE" FOR JUDGE ISGUR. UNDER "ELECTRONIC APPEARANCE" SELECT "CLICK HERE TO SUBMIT

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.

ELECTRONIC APPEARANCE”. SELECT “TAILORED BRANDS, INC. ET AL.”, COMPLETE THE REQUIRED FIELDS AND CLICK “SUBMIT” TO COMPLETE YOUR APPEARANCE.

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”), authorizing Moores The Suit People Corp. (“MSP”) to act as the Foreign Representative on behalf of the Canadian Debtors’ estates in the Canadian Proceeding.

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 and 1505 of the Bankruptcy Code and rules 1075-1 and 9013-1 of the Local Bankruptcy 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 1400 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.

Appointment of Foreign Representative

7. Debtors MSP and Moores Retail Group Corp. ("Moores Retail") and, together with MSP, the "Canadian Debtors") are Nova Scotia unlimited liability corporations. MSP, as the proposed Foreign Representative (as defined herein), will seek ancillary relief in Canada shortly on behalf of the Canadian Debtors' estates in a court of proper jurisdiction in Ontario, Canada (the "Canadian Court") pursuant to the Companies' Creditors Arrangement Act (Canada) R.S.C. 1985, c. C-36 (as amended, the CCAA"). The purpose of the ancillary proceeding (the "Canadian Proceeding") is to request that the Canadian Court recognize the Canadian Debtors' chapter 11 cases as "foreign main proceedings" under the applicable provisions of the CCAA to, among other things, protect the Debtors' assets—as well as the interests of any putative creditors—in Canada.

The Canadian Proceeding will allow potential parties in interest in Canada the opportunity to be heard in a convenient forum and ensures coordination and consistency between these proceedings and the Canadian Proceeding.

8. The CCAA provides that MSP requires authority to act as the “foreign representative”³ on behalf of its estate (the “Foreign Representative”) in connection with the Canadian Proceeding in order for the Canadian Proceeding to be commenced. Section 46 of the CCAA provides as follows:

- a. **Application for recognition of a foreign proceeding.** — A foreign representative may apply to the court for recognition of the foreign proceeding in respect of which he or she is a foreign representative.
- b. **Documents that must accompany application.** — . . . the application must be accompanied by . . . (b) a certified copy of the instrument, however designated, authorizing the foreign representative to act in that capacity or a certificate from the foreign court affirming the foreign representative’s authority to act in that capacity

CCAA, R.S.C. 1985, c. C-36, s. 46 (Can.).

9. The Debtors seek entry of an order authorizing MSP to act as Foreign Representative so that it can seek recognition as representative in the Canadian Proceeding, which will allow the Canadian Court to recognize the Canadian Debtors’ chapter 11 cases. If the order is granted, MSP will be able to file the order with the Canadian Court as the instrument authorizing MSP to act as the Foreign Representative pursuant to section 46 of the CCAA.

Basis for Relief

10. Section 1505 of the Bankruptcy Code provides that “[a] trustee or another entity (including an examiner) may be authorized by the court to act in a foreign country on behalf of an

³ A “foreign representative” is defined in section 45(1) of the CCAA to mean “a person or body, including one appointed on an interim basis, who is authorized, in a foreign proceeding respect of a debtor company, to (a) monitor the debtor company’s business and financial affairs for the purpose of reorganization; or (b) act as a representative in respect of the foreign proceeding.”

estate created under section 541. An entity authorized to act under this section may act in any way permitted by the applicable foreign law.” 11 U.S.C. § 1505. Section 1107(a) of the Bankruptcy Code provides, in relevant part, that “a debtor in possession shall have all the rights . . . and powers, and shall perform all the functions and duties . . . of a trustee serving in a case under this chapter.” 11 U.S.C. § 1107(a).

11. Section 1107 of the Bankruptcy Code confers upon Moores, as a debtor in possession, sufficient rights, powers, and duties to act as a Foreign Representative of its estate in the Canadian Proceeding. Entry of an order pursuant to section 1505 of the Bankruptcy Code that explicitly authorizes MSP to act as the Foreign Representative of its estate in the Canadian Proceeding will avoid any possible confusion or doubt regarding its authority and complies with the requirements in section 46 of the CCAA. The relief requested in this Motion allows for coordination between these chapter 11 cases and the Canadian Proceeding, which provides an effective mechanism to protect and maximize the value of the Canadian Debtors’ assets and estates.

12. The relief requested herein is necessary and appropriate, is in the best interests of the Debtors’ estates and creditors, and should be granted in all respects.

Emergency Consideration

13. The Debtors request emergency consideration of this Motion pursuant to Bankruptcy Rule 6003, which empowers a court to grant relief within the first 21 days after the commencement of a chapter 11 case “to the extent that relief is necessary to avoid immediate and irreparable harm.” An immediate and orderly transition into chapter 11 is critical to the viability of their operations and that any delay in granting the relief requested could hinder the Debtors’ operations and cause irreparable harm. Failure to receive the requested relief during the first 21 days of these chapter 11 cases would severely disrupt the Debtors’ operations at this critical

juncture and imperil the Debtors' restructuring. The Debtors have satisfied the "immediate and irreparable harm" standard of Bankruptcy Rule 6003 and request that the Court approve the relief requested in this Motion on an emergency basis.

Waiver of Bankruptcy Rule 6004(a) and 6004(h)

14. 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

15. 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.

Notice

16. 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.

WHEREFORE, the Debtors request that the Court enter the Order, granting the relief requested herein and such other relief as the Court deems appropriate under the circumstances.

Houston, Texas
August 2, 2020

/s/ Matthew D. Cavanaugh

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-and-

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

Certificate of Accuracy

I certify that the foregoing statements are true and accurate to the best of my knowledge.
This statement is being made pursuant to Bankruptcy Local Rule 9013-1(i).

/s/ Matthew D. Cavanaugh

Matthew D. Cavanaugh

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. Cavanaugh

Matthew D. Cavanaugh

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

In re:	)	
	)	Chapter 11
	)	
TAILORED BRANDS, INC., <i>et al.</i> , ¹	)	Case No. 20-33900 (MI)
	)	
Debtors.	)	(Joint Administration Requested)
	)	
	)	Re: Docket No. _____

**ORDER AUTHORIZING MOORES THE SUIT PEOPLE CORP. TO
ACT AS FOREIGN REPRESENTATIVE PURSUANT TO 11 U.S.C. § 1505**

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 Moores The Suit People Corp. (“MSP”) to act as foreign representative on behalf of the Canadian Debtors’ estates pursuant to 11 U.S.C. § 1505; all as more fully set forth in the Motion; 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

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.

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 in the declaration 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. MSP is hereby authorized to act as the Foreign Representative on behalf of the Canadian Debtors’ estates in connection with the Canadian Proceeding. As Foreign Representative, MSP shall be authorized and shall have the power to act in any way permitted by applicable foreign law, including (a) seeking recognition of the Canadian Debtors’ chapter 11 cases in the Canadian Proceeding, (b) requesting that the Canadian Court lend assistance to this Court in protecting their property, and (c) seeking any other appropriate relief from the Canadian Court that MSP deems just and proper in the furtherance of the protection of the Canadian Debtors’ estates.

2. This Court requests the aid and assistance of the Canadian Court to recognize these chapter 11 cases as a “foreign main proceeding” and MSP as a “foreign representative” pursuant to the CCAA, and to recognize and give full force and effect in all provinces and territories of Canada to this Order.

3. 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 any order

granting the relief requested in the 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.

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

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

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

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

Houston, Texas

Dated: _____, 2020

UNITED STATES BANKRUPTCY JUDGE

TAB Z

***Authorizing Moores the Suit People Corp. to Act as Foreign
Representative Pursuant to 11 U.S.C. § 1505***



ENTERED
08/03/2020

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

In re:

TAILORED BRANDS, INC., *et al.*,¹

Debtors.

)
) Chapter 11
)
) Case No. 20-33900 (MI)
)
) (Joint Administration Requested)
)
) **Re: Docket No. 8**

**ORDER AUTHORIZING MOORES THE SUIT PEOPLE CORP. TO
ACT AS FOREIGN REPRESENTATIVE PURSUANT TO 11 U.S.C. § 1505**

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 Moores The Suit People Corp. (“MSP”) to act as foreign representative on behalf of the Canadian Debtors’ estates pursuant to 11 U.S.C. § 1505; all as more fully set forth in the Motion; 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

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.

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 in the declaration 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. MSP is hereby authorized to act as the Foreign Representative on behalf of the Canadian Debtors’ estates in connection with the Canadian Proceeding. As Foreign Representative, MSP shall be authorized and shall have the power to act in any way permitted by applicable foreign law, including (a) seeking recognition of the Canadian Debtors’ chapter 11 cases in the Canadian Proceeding, (b) requesting that the Canadian Court lend assistance to this Court in protecting their property, and (c) seeking any other appropriate relief from the Canadian Court that MSP deems just and proper in the furtherance of the protection of the Canadian Debtors’ estates.

2. This Court requests the aid and assistance of the Canadian Court to recognize these chapter 11 cases as a “foreign main proceeding” and MSP as a “foreign representative” pursuant to the CCAA, and to recognize and give full force and effect in all provinces and territories of Canada to this Order.

3. 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 any order

granting the relief requested in the 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.

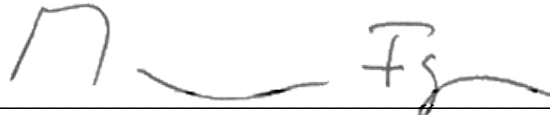
4. Notice of the Motion satisfies the requirements of Bankruptcy Rule 6004(a) and the Bankruptcy Local Rules are satisfied by such notice.

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

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

7. 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 03, 2020



Marvin Isgur
United States Bankruptcy Judge

TAB AA

***Debtors' Emergency Motion Seeking Entry of an Order
Authorizing the Debtors to (I) Pay Their Obligations Under
Insurance Policies Entered into Prepetition, (II) Continue to
Pay Brokerage Commissions, (III) Renew, Supplement,
Modify, or Purchase Insurance Coverage, and (IV) Continue to
Pay Workers' Compensation Coverage Fees***

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

In re:

TAILORED BRANDS, INC., *et al.*,¹

Debtors.

)
) Chapter 11
)
) Case No. 20-33900 (MI)
)
) (Joint Administration Requested)
) (Emergency Hearing Requested)

**DEBTORS' EMERGENCY MOTION SEEKING
ENTRY OF AN ORDER AUTHORIZING THE
DEBTORS TO (I) PAY THEIR OBLIGATIONS UNDER
INSURANCE POLICIES ENTERED INTO PREPETITION,
(II) CONTINUE TO PAY BROKERAGE COMMISSIONS, (III) RENEW,
SUPPLEMENT, MODIFY, OR PURCHASE INSURANCE COVERAGE,
AND (IV) CONTINUE TO PAY WORKERS' COMPENSATION COVERAGE FEES**

EMERGENCY RELIEF HAS BEEN REQUESTED. A HEARING WILL BE CONDUCTED ON THIS MATTER ON AUGUST 3, 2020 AT 4:30 P.M. (CENTRAL TIME) IN COURTROOM 404, 4TH FLOOR, 515 RUSK STREET, HOUSTON, TEXAS 77002. IF YOU OBJECT TO THE RELIEF REQUESTED OR YOU BELIEVE THAT EMERGENCY CONSIDERATION IS NOT WARRANTED, YOU MUST EITHER APPEAR AT THE HEARING OR FILE A WRITTEN RESPONSE PRIOR TO THE HEARING. OTHERWISE, THE COURT MAY TREAT THE PLEADING AS UNOPPOSED AND GRANT THE RELIEF REQUESTED.

RELIEF IS REQUESTED NOT LATER THAN AUGUST 3, 2020.

PLEASE NOTE THAT ON MARCH 24, 2020, THROUGH THE ENTRY OF GENERAL ORDER 2020-10, THE COURT INVOKED THE PROTOCOL FOR EMERGENCY PUBLIC HEALTH OR SAFETY CONDITIONS.

IT IS ANTICIPATED THAT ALL PERSONS WILL APPEAR TELEPHONICALLY AND ALSO MAY APPEAR VIA VIDEO AT THIS HEARING.

AUDIO COMMUNICATION WILL BE BY USE OF THE COURT'S DIAL-IN FACILITY. YOU MAY ACCESS THE FACILITY AT (832) 917-1510. YOU WILL BE RESPONSIBLE FOR YOUR OWN LONG-DISTANCE CHARGES. ONCE CONNECTED, YOU WILL BE ASKED TO ENTER THE CONFERENCE ROOM NUMBER. JUDGE ISGUR'S CONFERENCE ROOM NUMBER IS 954554.

YOU MAY VIEW VIDEO VIA GOTOMEETING. TO USE GOTOMEETING, THE COURT RECOMMENDS THAT YOU DOWNLOAD THE FREE GOTOMEETING APPLICATION. TO CONNECT, YOU SHOULD ENTER THE MEETING CODE "JUDGEISGUR" IN THE GOTOMEETING APP OR CLICK THE LINK ON JUDGE ISGUR'S HOME PAGE ON THE SOUTHERN DISTRICT OF TEXAS WEBSITE. ONCE CONNECTED, CLICK THE SETTINGS ICON IN THE UPPER RIGHT CORNER AND ENTER YOUR NAME UNDER THE PERSONAL INFORMATION SETTING.

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.

HEARING APPEARANCES MUST BE MADE ELECTRONICALLY IN ADVANCE OF THE HEARING. TO MAKE YOUR ELECTRONIC APPEARANCE, GO TO THE SOUTHERN DISTRICT OF TEXAS WEBSITE AND SELECT "BANKRUPTCY COURT" FROM THE TOP MENU. SELECT "JUDGES' PROCEDURES & SCHEDULES," THEN "VIEW HOME PAGE" FOR JUDGE ISGUR. UNDER "ELECTRONIC APPEARANCE" SELECT "CLICK HERE TO SUBMIT ELECTRONIC APPEARANCE". SELECT "TAILORED BRANDS, INC. ET AL.", COMPLETE THE REQUIRED FIELDS AND CLICK "SUBMIT" TO COMPLETE YOUR APPEARANCE.

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 forms attached hereto (the "Order"): (a) authorizing, but not directing, the Debtors to (i) continue honoring their obligations under the prepetition Insurance Policies (as defined herein) and satisfy payment of prepetition obligations related thereto, including the payment of Brokerage Commissions (as defined herein); (ii) renew, supplement, modify, extend, or purchase insurance coverage in the ordinary course of business on a postpetition basis; and (iii) pay the Workers' Compensation Coverage Fees (as defined herein); 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.

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.

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) and 363(b) of the Bankruptcy Code, Bankruptcy Rule, 11 U.S.C. §§ 101–1532, Bankruptcy Rules 6003 and 6004, and rule 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’ Insurance Policies

7. The Debtors maintain approximately 38 insurance policies (collectively, the “Insurance Policies”) administered by multiple third-party insurance carriers (collectively, the “Insurance Carriers”). The Insurance Policies provide coverage for, among other things, the Debtors’ directors’ and officers’ liability, worker’s compensation, commercial property,

automobile liability, crime liability, and cyber liability.³ A schedule of the Insurance Policies is attached to the Order as Exhibit A. During the 12 months preceding the Petition Date, the Debtors paid approximately \$5.6 million in the aggregate on account of premiums in relation to Insurance Policies.

8. The Debtors pay all premium obligations associated with their Insurance Policies (the “Insurance Premiums”) either on a quarterly basis or in full on an annual basis. The Insurance Policies renew throughout the year, either on May 1 or November 1. The Debtors estimate that, as of the Petition Date, there are no outstanding Insurance Premiums due.

9. Under certain Insurance Policies, the Insurance Carriers and third-party administrators may pay claimants directly and then invoice the Debtors or draw funds directly from the Debtors’ bank accounts for reimbursement of such paid claims (collectively, the “Insurance Deductibles”). The Insurance Carriers, therefore, may have prepetition claims against the Debtors due to the prepetition payment of the claims without a corresponding Insurance Deductible. As of the Petition Date, the Debtors do not believe that there are any material prepetition obligations owed to Insurance Carriers relating to Insurance Deductibles, but, out of an abundance of caution, the Debtors seek authority to satisfy any prepetition amounts outstanding in connection with the Insurance Deductibles.

10. Certain of the Insurance Policies are subject to regular audits (the “Insurance Policy Audits”), which may result in an adjustment of Insurance Premiums owed on account thereof. Insurance Policy Audits for prepetition Insurance Premium payments will not conclude until after the Petition Date. As a result, the aggregate amount of the Debtors’ obligation arising from the

³ The descriptions of the Insurance Policies set forth in this Motion constitute a summary only. The actual terms of the Insurance Policies and related agreements will govern in the event of any inconsistency with the descriptions set forth in this Motion.

Insurance Policy Audits is not known at this time. Accordingly, the Debtors seek the authority, but not the direction, to honor any amounts owed on account of any Insurance Policy Audits in the ordinary course of business, subject to applicable caps.

11. Pursuant to this Motion, the Debtors are seeking authority to honor prepetition obligations related to their Insurance Policies, to extend or reduce those Insurance Policies, or to enter into new insurance policies in the ordinary course of business. The ability to maintain the Insurance Policies, to extend or reduce those Insurance Policies, and to enter into new insurance policies, as needed in the ordinary course of business, is essential to the preservation of the value of the Debtors' business, operations, and assets. Moreover, in many instances, coverage provided by the Insurance Policies is required by the regulations, laws, and contracts governing the Debtors' commercial activities, including the requirements of the Office of the United States Trustee for the Southern District of Texas (the "U.S. Trustee") that a debtor maintain adequate coverage given the circumstances of its chapter 11 case.

12. Accordingly, the Debtors request authority to maintain their existing Insurance Policies to the extent appropriate with respect to the Debtors' go-forward operations, to pay prepetition obligations related thereto, to extend or reduce those Insurance Policies, or to enter into new insurance policies in the ordinary course of business.

Workers' Compensation Program

13. The Debtors maintain workers' compensation insurance for their employees at the statutorily required level for each jurisdiction in which the Debtors have employees (collectively, the "Workers' Compensation Program").⁴ The insurance coverage for the Workers'

⁴ Certain states have unique workers' compensation requirements: Ohio requires bimonthly installments; Washington requires quarterly installments; North Dakota requires an annual payment; and Wyoming requires quarterly payments. As more fully described in the Debtors' Emergency Motion Seeking Entry of an Order Authorizing the Debtors to Pay Prepetition Employee Wages, Salaries, Other Compensation, and Reimbursable

Compensation Program is maintained and administered by Safety National Casualty Corp. (“Safety National”). The Debtors pay approximately \$630,000 in premiums and fees annually to maintain the Workers’ Compensation Program (the “Workers’ Compensation Coverage Fees”). As of the Petition Date, the Debtors estimate that there are no outstanding amounts due on account of Workers’ Compensation Coverage Fees but, out of an abundance of caution, the Debtors seek authority to satisfy any prepetition amounts outstanding in connection with the Workers’ Compensation Coverage Fees.

Brokerage Commissions

14. In connection with the Insurance Policies, the Debtors obtain insurance brokerage services from Aon plc (“AON”), Marsh & McLennan Companies, and Willis Towers Watson (collectively, the “Brokers”). The Brokers assist the Debtors in obtaining comprehensive insurance coverage for the Debtors’ operations by aiding with the procurement and negotiation of the Insurance Policies and enabling the Debtors to obtain those policies on advantageous terms at competitive rates. In connection with these services, the Debtors pay the Brokers approximately \$979,000 per year in commissions related to all Insurance Policies (the “Brokerage Commissions”). The Brokerage Commissions constitute part of the Insurance Premiums the Debtors pay associated with their Insurance Policies. In the twelve months immediately preceding the Petition Date, the Debtors paid an aggregate amount of approximately \$1.2 million in Brokerage Commissions to the Brokers. As of the Petition Date, the Debtors estimate that there are no outstanding amounts due on account of the Brokerage Commissions.

Employee Expenses and Continue Employee Programs (the “Wages Motion”), under the Workers Compensation Policy, Safety National negotiates and settles claims against the Debtors by employees. Pursuant to the Wages Motion, the Debtors are seeking authority to continue to administer the Workers’ Compensation Program and modify the automatic stay of Section 362 of the Bankruptcy Code to allow for the continued administration of the Workers’ Compensation Program.

15. Continuation of the services of the Brokers is necessary to assure the Debtors' ability to secure Insurance Policies on advantageous terms at competitive rates, facilitate the proper maintenance of the Debtors' Insurance Policies postpetition, and ensure adequate protection of the Debtors' property for any party in interest. Accordingly, the Debtors request authority to continue paying the Brokerage Commissions, and, to the extent any such prepetition amounts are determined to remain outstanding, the Debtors seek authority to honor any Brokerage Commissions in full to ensure uninterrupted coverage under their Insurance Policies.

Basis for Relief

I. Continuation of the Insurance Policies Is Required by the Bankruptcy Code and the U.S. Trustee Operating Guidelines.

16. Section 1112(b) of the Bankruptcy Code provides that "failure to maintain appropriate insurance that poses a risk to the estate or to the public" is "cause" for mandatory conversion or dismissal of a chapter 11 case. 11 U.S.C. § 1112(b)(4)(C). In addition, in many instances, the coverage provided under the Insurance Policies is required by the regulations, laws, certain credit agreements, and contracts that govern the Debtors' commercial activities, including the operating guidelines issued by the United States Trustee for Region 7 (the "U.S. Trustee Operating Guidelines"). It is essential to their estates, and consistent with the Bankruptcy Code and the U.S. Trustee Operating Guidelines, that the Debtors maintain and continue to make all payments required under their Insurance Policies and have the authority to supplement, amend, extend, renew, or replace their Insurance Policies as needed, in the ordinary course of business, without further order of the Court.⁵

⁵ The Debtors believe that continuation of the Insurance Policies and the ability to supplement, amend, extend, renew, or replace such Insurance Policies is authorized in the ordinary course. 11 U.S.C. § 363(c)(1). The Debtors, therefore, seek such relief out of an abundance of caution given the importance of the Insurance Policies to the protection of their estates.

II. Renewing, Supplementing, Purchasing, or Entering Into New Policies, and Paying Obligations Under the Insurance Policies and Maintaining Insurance Coverage in the Ordinary Course Are Each Warranted.

17. Payment of prepetition obligations is appropriate where necessary to protect and preserve the estate, including an operating business's going-concern value. *See, e.g., In re CoServ*, 273 B.R. 487, 497 (Bankr. N.D. Tex. 2002); *see also In re Ionosphere Clubs, Inc.*, 98 B.R. 174, 175 (Bankr. S.D.N.Y. 1989) ("The ability of a Bankruptcy Court to authorize the payment of pre-petition debt when such payment is needed to facilitate the rehabilitation of the debtor is not a novel concept."). In doing so, these courts acknowledge that several legal theories rooted in sections 105(a), 363(b), and 1107(a) of the Bankruptcy Code support the payment of prepetition claims as provided herein.

18. Section 363(b) of the Bankruptcy Code permits a debtor, subject to court approval, to pay prepetition obligations where a sound business purpose exists for doing so. *See Ionosphere Clubs*, 98 B.R. at 175 (noting that section 363(b) of the Bankruptcy Code provides "broad flexibility" to authorize a debtor to honor prepetition claims where supported by an appropriate business justification). In addition, under section 1107(a) of the Bankruptcy Code, a debtor in possession has, among other things, the "implied duty . . . 'protect and preserve the estate, including an operating business' going-concern value.'" *In re CEI Roofing, Inc.*, 315 B.R. 50, 59 (Bankr. N.D. Tex. 2004) (quoting *In re CoServ*, 273 B.R. at 497).

19. Under section 105(a) of the Bankruptcy Code, "the Court may issue any order, process, or judgment that is necessary or appropriate to carry out the provisions of the Bankruptcy Code." 11 U.S.C. § 105(a). The Court's power under section 105(a) to authorize payment of prepetition obligations is popularly referred to as the "necessity of payment" rule (also referred to as the "doctrine of necessity") and has long been recognized as precedent within the Fifth Circuit.

See CoServ, 273 B.R. at 492–93. Today, the rationale for the necessity of payment rule—the rehabilitation of a debtor in reorganization cases—is the paramount policy and goal of chapter 11. *See id.* at 497 (finding that, where claims require satisfaction for the debtor in possession to perform its obligations, the bankruptcy court is able to use section 105 of the Bankruptcy Code to authorize satisfaction of prepetition claims in aid of preservation or enhancement of the estate). Satisfying possible outstanding or future obligations related to the Insurance Policies and the Brokerage Commissions is warranted under the doctrine of necessity.

20. Paying obligations under the Insurance Policies and the Brokerage Commissions is warranted under section 363(b) and the doctrine of necessity. Maintaining the Insurance Policies is necessary to preserve the value of the Debtors’ assets, thereby ensuring the adequate protection of the Debtors’ property for any party in interest, and to minimize exposure to risk. Failing to maintain the Insurance Policies would have a material adverse effect on the ability of the Debtors to maximize the value of their estates.

Processing of Checks and Electronic Fund Transfers Should Be Authorized

21. The Debtors have sufficient funds to pay the amounts described in this Motion in the ordinary course of business by virtue of expected cash flows from ongoing business operations and anticipated access to cash collateral and debtor in possession financing. Under the Debtors’ existing cash management system, the Debtors can readily identify checks or wire transfer requests as relating to an authorized payment in respect of the Insurance Policies or Brokerage Commissions, as applicable. Accordingly, the Debtors believe that checks or wire transfer requests, other than those relating to authorized payments, will not be honored inadvertently. The Debtors respectfully request that the Court authorize and direct all applicable financial

institutions, when requested by the Debtors, to receive, process, honor, and pay any and all checks or wire transfer requests in respect of the relief requested in this Motion.

Emergency Consideration

22. The Debtors request emergency consideration of this Motion pursuant to Bankruptcy Rule 6003, which empowers a court to grant relief within the first 21 days after the commencement of a chapter 11 case “to the extent that relief is necessary to avoid immediate and irreparable harm.” An immediate and orderly transition into chapter 11 is critical to the viability of their operations and that any delay in granting the relief requested could hinder the Debtors’ operations and cause irreparable harm. Failure to receive the requested relief during the first 21 days of these chapter 11 cases would severely disrupt the Debtors’ operations at this critical juncture and imperil the Debtors’ restructuring. The Debtors have satisfied the “immediate and irreparable harm” standard of Bankruptcy Rule 6003 and request that the Court approve the relief requested in this Motion on an emergency basis.

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

23. 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

24. 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 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

25. 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 Brokers; and (m) 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 2, 2020

/s/ Matthew D. Cavanaugh

Matthew D. Cavanaugh (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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and Debtors in Possession*

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

Certificate of Accuracy

I certify that the foregoing statements are true and accurate to the best of my knowledge.
This statement is being made pursuant to Bankruptcy Local Rule 9013-1(i).

/s/ Matthew D. Cavanaugh

Matthew D. Cavanaugh

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. Cavanaugh

Matthew D. Cavanaugh

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

In re:	)	
	)	Chapter 11
	)	
TAILORED BRANDS, INC., <i>et al.</i> , ¹	)	Case No. 20-33900 (MI)
	)	
Debtors.	)	(Joint Administration Requested)
	)	
	)	Re: Docket No. _____

**ORDER AUTHORIZING THE DEBTORS
TO (I) PAY THEIR OBLIGATIONS UNDER
INSURANCE POLICIES ENTERED INTO PREPETITION,
(II) CONTINUE TO PAY BROKERAGE COMMISSIONS, (III) RENEW,
SUPPLEMENT, MODIFY, OR PURCHASE INSURANCE COVERAGE, AND
(IV) CONTINUE TO PAY WORKERS' COMPENSATION COVERAGE FEES**

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, but not directing, the Debtors to (i) continue honoring their obligations under prepetition Insurance Policies and satisfy payment of prepetition obligations related thereto, including the payment of Brokerage Commissions, (ii) renew, supplement, modify, extend, or purchase insurance coverage in the ordinary course of business on a postpetition basis, and (iii) pay the Workers' Compensation Coverage Fees 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; 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:

1. The Debtors are authorized, but not directed, on a final basis, to:
 - (i) continue the Insurance Policies identified on Exhibit A here and to pay amounts in connection with any prepetition or postpetition obligations under the Insurance Policies, the Brokerage Commissions, and any other amounts related to the Insurance Policies, including any amounts owed to the Brokers;
 - (ii) renew, amend, supplement, extend, reduce, purchase, or enter into new insurance policies to the extent that the Debtors determine that such action is in the best interest of their estates; *provided*, however, the Debtors will notify the United States Trustee and any statutory committee appointed in these chapter 11 cases if Debtors renew, amend, supplement, extend, terminate, replace, increase, or decrease existing insurance coverage or change insurance carriers, enter into any new premium financing agreements, or obtain additional insurance.
 - (iii) pay the Workers' Compensation Coverage Fees; and
 - (iv) honor any amounts owed on account of any Insurance Policy Audits in the ordinary course of business.
2. The Debtors shall maintain a matrix/schedule of payments made pursuant to this Order, including the following information: (a) the names of the payee; (b) the nature, date and amount of the payment; (c) the category or type of payment, as further described and classified in

the Motion; and (d) the Debtor or Debtors that made the payment. The Debtors shall provide a copy of such matrix/schedule to the U.S. Trustee and any statutory committee appointed in these chapter 11 cases every other 30 days beginning upon entry of this Order.

3. The banks and financial institutions on which checks were drawn or electronic fund transfer requests made in payment of the prepetition obligations approved herein are authorized to receive, process, honor, and pay all such checks and electronic fund transfer requests when presented for payment, and all such banks and financial institutions are authorized to rely on the Debtors' designation of any particular check or electronic fund transfer requests as approved by this Order.

4. 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.

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. 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 Insurance Policies.

7. The contents of the Motion satisfy the requirements of Bankruptcy Rule 6003(b).

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

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

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

11. 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

Insurance Policies

Insurance Carrier	Coverage Type	Expiration Date	Policy Number	Approx. Annualized Gross Insurance Premium ¹
XL	Global Property Policy	5/1/2021	US00090970PR20A	2,539,050.00
XL	Canada Property Policy	5/1/2021	CA00009903PR20A	195,000.07
Hiscox	Terrorism	5/1/2021	UTS255765820	27,842.00
The Hartford	Flood Coverage - 661-689 Belleville	1/10/2021	8706148409	2,395.00
Safety National Casualty Corp	Primary Casualty	5/1/2021	LDC4041920	253,877.00
Chubb	Primary Umbrella	5/1/2021	XOOG71123169003	305,000.00
C.N.A.	\$25M xs \$25M Umbrella	5/1/2021	6057015112	51,353.00
Liberty Mutual	\$25M of \$50M xs \$50M Umbrella	5/1/2021	ECO2161272870	25,250.00
Navigators	\$25M of \$50M xs \$50M Umbrella	5/1/2021	NY20RXS930299IV	25,750.00
Safety National Casualty Corp	Auto Liability	5/1/2021	CA6675601	324,494.00
Safety National Casualty Corp	Workers Compensation (AOS)	5/1/2021	LDC4041920	562,910.00
Safety National Casualty Corp	Workers Compensation (WI only)	5/1/2021	PS4041921	Included Above
Safety National Casualty Corp	Workers Compensation (TX Non-Sub)	5/1/2021	Pending	67,013.00
Safety National Casualty Corp	Employers Liability	5/1/2021	incl in WC policies above	Included Above
Chubb	Master Foreign Commercial Package	5/1/2021	CXCD37941748003	15,564.00

¹ Approximate annualized gross Insurance Premium amounts are inclusive of the corresponding Brokerage Commissions.

Insurance Carrier	Coverage Type	Expiration Date	Policy Number	Approx. Annualized Gross Insurance Premium ¹
Chubb	Local Canada Auto Liability	5/1/2021	CXCD37941748003	3,064.00
Chubb	Local Canada General Liability	5/1/2021	CXCD37941748003	12,500.00
Allianz Global Risks US Insurance Company	D&O - Primary	11/15/2020	USF00081719	333,586.00
ACE American Ins. Co. (Chubb)	D&O - 1st Excess	11/15/2020	G25579525 003	213,754.00
Continental Casualty Company	D&O - 2nd Excess	11/15/2020	652016879	143,611.00
Endurance American Insurance Co. (Sompo)	D&O - 3rd Excess	11/15/2020	DOX10004888305	100,528.00
Freedom Specialty Insurance Company	D&O - 4th Excess	11/15/2020	XMF1909161	75,284.00
Travelers Casualty and Surety Company of America	D&O - 5th Excess	11/15/2020	106952989	60,386.00
Beazley Insurance Company	D&O - 6th Excess - Lead Side A	11/15/2020	V15A26180601	52,285.00
ACE American Ins. Co. (Chubb)	D&O - 7th Excess - Excess Side A	11/15/2020	DOXG3133276A0	34,398.00
Allianz Global Risks US Insurance Company	D&O - 8th Excess - Excess Side A	11/15/2020	USF00082619	30,828.00
Allianz Global Risks US Insurance Company	D&O - D&O-Moores the Suit People	11/15/2020	CAF000346180	4,000.00
Federal Insurance Company	D&O - Willie Lopez Emergency Assistance Fund, and its Subsidiaries	11/15/2020	81853938	3,625.00

Insurance Carrier	Coverage Type	Expiration Date	Policy Number	Approx. Annualized Gross Insurance Premium ¹
Ironshore Indemnity Inc.	Employment Practices Liability - Primary	11/15/2020	4137000	142,780.00
ACE American Ins. Co. (Chubb)	Employment Practices Liability - 1st Excess	11/15/2020	DOXG25579537003	65,043.00
Federal Insurance Company	Fiduciary - Primary	11/15/2020	8171-3381	37,841.00
United States Fire (Crum & Forster)	Crime - Primary	9/13/2020	626-0372064	50,688.00
Illinois National Insurance Company (AIG)	Crime - 1st Excess	9/13/2020	01-6925089	15,463.00
Beazley	Cyber Liability - Primary	11/1/2020	W2333C190201	247,000.00
AIG	Cyber Liability - 1st Excess	11/1/2020	02-419-73-29	144,000.00
Safety National	Cyber Liability - 2nd Excess	11/1/2020	CY 6675329	81,500.00
Allianz	Marine Cargo (Primary)	5/1/2021	OC91744200	173,500.00
Ironshore Specialty Insurance Co.	Pollution Legal Liability	5/1/2021	P000093404	104,986.00

TAB BB

Order Authorizing the Debtors to (I) Pay Their Obligations Under Insurance Policies Entered into Prepetition, (II) Continue to Pay Brokerage Commissions, (III) Renew, Supplement, Modify, or Purchase Insurance Coverage, and (IV) Continue to Pay Workers' Compensation Coverage Fees



ENTERED
08/03/2020

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

In re:

TAILORED BRANDS, INC., *et al.*,¹

Debtors.

)
) Chapter 11
)
) Case No. 20-33900 (MI)
)
) (Joint Administration Requested)
)
) **Re: Docket No. 10**

**ORDER AUTHORIZING THE DEBTORS
TO (I) PAY THEIR OBLIGATIONS UNDER
INSURANCE POLICIES ENTERED INTO PREPETITION,
(II) CONTINUE TO PAY BROKERAGE COMMISSIONS, (III) RENEW,
SUPPLEMENT, MODIFY, OR PURCHASE INSURANCE COVERAGE, AND
(IV) CONTINUE TO PAY WORKERS' COMPENSATION COVERAGE FEES**

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, but not directing, the Debtors to (i) continue honoring their obligations under prepetition Insurance Policies and satisfy payment of prepetition obligations related thereto, including the payment of Brokerage Commissions, (ii) renew, supplement, modify, extend, or purchase insurance coverage in the ordinary course of business on a postpetition basis, and (iii) pay the Workers' Compensation Coverage Fees 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; 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:

1. The Debtors are authorized, but not directed, on a final basis, to:
 - (i) continue the Insurance Policies identified on Exhibit A here and to pay amounts in connection with any prepetition or postpetition obligations under the Insurance Policies, the Brokerage Commissions, and any other amounts related to the Insurance Policies, including any amounts owed to the Brokers;
 - (ii) renew, amend, supplement, extend, reduce, purchase, or enter into new insurance policies to the extent that the Debtors determine that such action is in the best interest of their estates; *provided*, however, the Debtors will notify the United States Trustee and any statutory committee appointed in these chapter 11 cases if Debtors renew, amend, supplement, extend, terminate, replace, increase, or decrease existing insurance coverage or change insurance carriers, enter into any new premium financing agreements, or obtain additional insurance.
 - (iii) pay the Workers' Compensation Coverage Fees; and
 - (iv) honor any amounts owed on account of any Insurance Policy Audits in the ordinary course of business.
2. The Debtors shall maintain a matrix/schedule of payments made pursuant to this Order, including the following information: (a) the names of the payee; (b) the nature, date and amount of the payment; (c) the category or type of payment, as further described and classified in

the Motion; and (d) the Debtor or Debtors that made the payment. The Debtors shall provide a copy of such matrix/schedule to the U.S. Trustee and any statutory committee appointed in these chapter 11 cases every other 30 days beginning upon entry of this Order.

3. The banks and financial institutions on which checks were drawn or electronic fund transfer requests made in payment of the prepetition obligations approved herein are authorized to receive, process, honor, and pay all such checks and electronic fund transfer requests when presented for payment, and all such banks and financial institutions are authorized to rely on the Debtors' designation of any particular check or electronic fund transfer requests as approved by this Order.

4. 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.

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. 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 Insurance Policies.

7. The contents of the Motion satisfy the requirements of Bankruptcy Rule 6003(b).

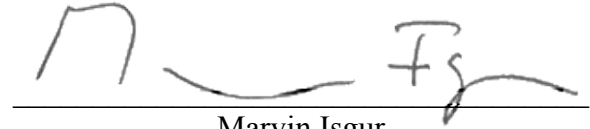
8. Notice of the Motion satisfies the requirements of Bankruptcy Rule 6004(a) and the Bankruptcy Local Rules are satisfied by such notice.

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

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

11. 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 03, 2020



Marvin Isgur
United States Bankruptcy Judge

Exhibit A

Insurance Policies

Insurance Carrier	Coverage Type	Expiration Date	Policy Number	Approx. Annualized Gross Insurance Premium ¹
XL	Global Property Policy	5/1/2021	US00090970PR20A	2,539,050.00
XL	Canada Property Policy	5/1/2021	CA00009903PR20A	195,000.07
Hiscox	Terrorism	5/1/2021	UTS255765820	27,842.00
The Hartford	Flood Coverage - 661-689 Belleville	1/10/2021	8706148409	2,395.00
Safety National Casualty Corp	Primary Casualty	5/1/2021	LDC4041920	253,877.00
Chubb	Primary Umbrella	5/1/2021	XOOG71123169003	305,000.00
C.N.A.	\$25M xs \$25M Umbrella	5/1/2021	6057015112	51,353.00
Liberty Mutual	\$25M of \$50M xs \$50M Umbrella	5/1/2021	ECO2161272870	25,250.00
Navigators	\$25M of \$50M xs \$50M Umbrella	5/1/2021	NY20RXS930299IV	25,750.00
Safety National Casualty Corp	Auto Liability	5/1/2021	CA6675601	324,494.00
Safety National Casualty Corp	Workers Compensation (AOS)	5/1/2021	LDC4041920	562,910.00
Safety National Casualty Corp	Workers Compensation (WI only)	5/1/2021	PS4041921	Included Above
Safety National Casualty Corp	Workers Compensation (TX Non-Sub)	5/1/2021	Pending	67,013.00
Safety National Casualty Corp	Employers Liability	5/1/2021	incl in WC policies above	Included Above
Chubb	Master Foreign Commercial Package	5/1/2021	CXCD37941748003	15,564.00

¹ Approximate annualized gross Insurance Premium amounts are inclusive of the corresponding Brokerage Commissions.

Insurance Carrier	Coverage Type	Expiration Date	Policy Number	Approx. Annualized Gross Insurance Premium ¹
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Allianz Global Risks US Insurance Company	D&O - Primary	11/15/2020	USF00081719	333,586.00
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Continental Casualty Company	D&O - 2nd Excess	11/15/2020	652016879	143,611.00
Endurance American Insurance Co. (Sompo)	D&O - 3rd Excess	11/15/2020	DOX10004888305	100,528.00
Freedom Specialty Insurance Company	D&O - 4th Excess	11/15/2020	XMF1909161	75,284.00
Travelers Casualty and Surety Company of America	D&O - 5th Excess	11/15/2020	106952989	60,386.00
Beazley Insurance Company	D&O - 6th Excess - Lead Side A	11/15/2020	V15A26180601	52,285.00
ACE American Ins. Co. (Chubb)	D&O - 7th Excess - Excess Side A	11/15/2020	DOXG3133276A0	34,398.00
Allianz Global Risks US Insurance Company	D&O - 8th Excess - Excess Side A	11/15/2020	USF00082619	30,828.00
Allianz Global Risks US Insurance Company	D&O - D&O-Moores the Suit People	11/15/2020	CAF000346180	4,000.00
Federal Insurance Company	D&O - Willie Lopez Emergency Assistance Fund, and its Subsidiaries	11/15/2020	81853938	3,625.00

Insurance Carrier	Coverage Type	Expiration Date	Policy Number	Approx. Annualized Gross Insurance Premium ¹
Ironshore Indemnity Inc.	Employment Practices Liability - Primary	11/15/2020	4137000	142,780.00
ACE American Ins. Co. (Chubb)	Employment Practices Liability - 1st Excess	11/15/2020	DOXG25579537003	65,043.00
Federal Insurance Company	Fiduciary - Primary	11/15/2020	8171-3381	37,841.00
United States Fire (Crum & Forster)	Crime - Primary	9/13/2020	626-0372064	50,688.00
Illinois National Insurance Company (AIG)	Crime - 1st Excess	9/13/2020	01-6925089	15,463.00
Beazley	Cyber Liability - Primary	11/1/2020	W2333C190201	247,000.00
AIG	Cyber Liability - 1st Excess	11/1/2020	02-419-73-29	144,000.00
Safety National	Cyber Liability - 2nd Excess	11/1/2020	CY 6675329	81,500.00
Allianz	Marine Cargo (Primary)	5/1/2021	OC91744200	173,500.00
Ironshore Specialty Insurance Co.	Pollution Legal Liability	5/1/2021	P000093404	104,986.00

TAB CC

***Debtors' Emergency Motion Seeking Entry of an Order
Directing Joint Administration of Their Related Chapter 11
Cases***

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

In re:	)	
	)	Chapter 11
TAILORED BRANDS, INC.,	)	Case No. 20-33900 (MI)
	)	
Debtor.	)	
	)	
Tax I.D. No. 47-4908760	)	
In re:	)	
	)	Chapter 11
JA APPAREL CORP.,	)	Case No. 20-33901 (MI)
	)	
Debtor.	)	
	)	
Tax I.D. No. 13-3452715	)	
In re:	)	
	)	Chapter 11
JOS. A. BANK CLOTHIERS, INC.,	)	Case No. 20-33903 (MI)
	)	
Debtor.	)	
	)	
Tax I.D. No. 36-3189198	)	
In re:	)	
	)	Chapter 11
JOSEPH ABBOUD MANUFACTURING CORP.,	)	Case No. 20-33904 (MI)
	)	
Debtor.	)	
	)	
Tax I.D. No. 13-3413757	)	
In re:	)	
	)	Chapter 11
K&G MEN'S COMPANY, INC.,	)	Case No. 20-33902 (MI)
	)	
Debtor.	)	
	)	
Tax I.D. No. 58-2527726	)	

	)	
In re:	)	Chapter 11
	)	
MOORES RETAIL GROUP CORP.,	)	Case No. 20-33906 (MI)
	)	
Debtor.	)	
	)	
Tax I.D. No. 894382464RC	)	
	)	
In re:	)	Chapter 11
	)	
MOORES THE SUIT PEOPLE CORP.,	)	Case No. 20-33910 (MI)
	)	
Debtor.	)	
	)	
Tax I.D. No. 890131246	)	
	)	
In re:	)	Chapter 11
	)	
MWDC HOLDING INC.,	)	Case No. 20-33908 (MI)
	)	
Debtor.	)	
	)	
Tax I.D. No. 20-1402643	)	
	)	
In re:	)	Chapter 11
	)	
NASHAWENA MILLS CORP.,	)	Case No. 20-33905 (MI)
	)	
Debtor.	)	
	)	
Tax I.D. No. 04-3276845	)	
	)	
In re:	)	Chapter 11
	)	
RENWICK TECHNOLOGIES, INC.,	)	Case No. 20-33909 (MI)
	)	
Debtor.	)	
	)	
Tax I.D. No. 76-0556365	)	
	)	

	)	
In re:	)	Chapter 11
	)	
TAILORED BRANDS GIFT CARD CO LLC,	)	Case No. 20-33914 (MI)
	)	
Debtor.	)	
	)	
Tax I.D. No. 36-4839484	)	
	)	
In re:	)	Chapter 11
	)	
TAILORED BRANDS PURCHASING LLC,	)	Case No. 20-33912 (MI)
	)	
Debtor.	)	
	)	
Tax I.D. No. 35-2564219	)	
	)	
In re:	)	Chapter 11
	)	
TAILORED BRANDS WORLDWIDE	)	Case No. 20-33907 (MI)
PURCHASING CO.,	)	
	)	
Debtor.	)	
	)	
Tax I.D. No. 98-1480881	)	
	)	
In re:	)	Chapter 11
	)	
TAILORED SHARED SERVICES, LLC,	)	Case No. 20-33913 (MI)
	)	
Debtor.	)	
	)	
Tax I.D. No. 47-4894752	)	
	)	
In re:	)	Chapter 11
	)	
TB UK HOLDING LIMITED,	)	Case No. 20-33917 (MI)
	)	
Debtor.	)	
	)	
Tax I.D. No. 98-1481185	)	
	)	

In re:

THE JOSEPH A. BANK MFG. CO., INC.,

Debtor.

Tax I.D. No. 36-3026727

In re:

THE MEN'S WEARHOUSE, INC.,

Debtor.

Tax I.D. No. 74-1790172

In re:

TMW MERCHANTS LLC,

Debtor.

Tax I.D. No. 76-0627595

)
) Chapter 11
)
) Case No. 20-33915 (MI)
)
)
)
)
)
)
) Chapter 11
)
) Case No. 20-33911 (MI)
)
)
)
)
)
)
) Chapter 11
)
) Case No. 20-33916 (MI)
)
)
)
)
)
)
)

**DEBTORS' EMERGENCY MOTION
SEEKING ENTRY OF AN ORDER DIRECTING
JOINT ADMINISTRATION OF THEIR RELATED CHAPTER 11 CASES**

EMERGENCY RELIEF HAS BEEN REQUESTED. A HEARING WILL BE CONDUCTED ON THIS MATTER ON AUGUST 3 2020 AT 4:30 P.M. (CENTRAL TIME) IN COURTROOM 404, 4TH FLOOR, 515 RUSK STREET, HOUSTON, TEXAS 77002. IF YOU OBJECT TO THE RELIEF REQUESTED OR YOU BELIEVE THAT EMERGENCY CONSIDERATION IS NOT WARRANTED, YOU MUST EITHER APPEAR AT THE HEARING OR FILE A WRITTEN RESPONSE PRIOR TO THE HEARING. OTHERWISE, THE COURT MAY TREAT THE PLEADING AS UNOPPOSED AND GRANT THE RELIEF REQUESTED.

RELIEF IS REQUESTED NOT LATER THAN AUGUST 3, 2020.

PLEASE NOTE THAT ON MARCH 24, 2020, THROUGH THE ENTRY OF GENERAL ORDER 2020-10, THE COURT INVOKED THE PROTOCOL FOR EMERGENCY PUBLIC HEALTH OR SAFETY CONDITIONS.

IT IS ANTICIPATED THAT ALL PERSONS WILL APPEAR TELEPHONICALLY AND ALSO MAY APPEAR VIA VIDEO AT THIS HEARING.

AUDIO COMMUNICATION WILL BE BY USE OF THE COURT'S DIAL-IN FACILITY. YOU MAY ACCESS THE FACILITY AT (832) 917-1510. YOU WILL BE RESPONSIBLE FOR YOUR OWN LONG-DISTANCE CHARGES. ONCE CONNECTED, YOU WILL BE ASKED TO ENTER THE CONFERENCE ROOM NUMBER. JUDGE ISGUR'S CONFERENCE ROOM NUMBER IS 954554.

YOU MAY VIEW VIDEO VIA GOTOMEETING. TO USE GOTOMEETING, THE COURT RECOMMENDS THAT YOU DOWNLOAD THE FREE GOTOMEETING APPLICATION. TO CONNECT, YOU SHOULD ENTER THE MEETING CODE "JUDGEISGUR" IN THE GOTOMEETING APP OR CLICK THE LINK ON JUDGE ISGUR'S HOME PAGE ON THE SOUTHERN DISTRICT OF TEXAS WEBSITE. ONCE CONNECTED, CLICK THE SETTINGS ICON IN THE UPPER RIGHT CORNER AND ENTER YOUR NAME UNDER THE PERSONAL INFORMATION SETTING.

HEARING APPEARANCES MUST BE MADE ELECTRONICALLY IN ADVANCE OF THE HEARING. TO MAKE YOUR ELECTRONIC APPEARANCE, GO TO THE SOUTHERN DISTRICT OF TEXAS WEBSITE AND SELECT "BANKRUPTCY COURT" FROM THE TOP MENU. SELECT "JUDGES' PROCEDURES & SCHEDULES," THEN "VIEW HOME PAGE" FOR JUDGE ISGUR]. UNDER "ELECTRONIC APPEARANCE" SELECT "CLICK HERE TO SUBMIT ELECTRONIC APPEARANCE". SELECT "TAILORED BRANDS, INC. ET AL.", COMPLETE THE REQUIRED FIELDS AND CLICK "SUBMIT" TO COMPLETE YOUR APPEARANCE.

The above-captioned debtors and debtors in possession (collectively, the "Debtors")¹ 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) directing procedural consolidation and joint administration of these chapter 11 cases; and (b) granting related relief. Specifically, the Debtors request that the Court maintain one file and one docket be maintained for all of the jointly-administered cases under the case of Tailored Brands, Inc., Case No. 20-33900 (MI), and that these chapter 11 cases be administered under a consolidated caption, as follows:

¹ 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.

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

In re:	)	
	)	Chapter 11
	)	
TAILORED BRANDS, INC., <i>et al.</i> , ¹	)	Case No. 20-33900 (MI)
	)	
Debtors.	)	(Jointly Administered)
	)	

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. The Debtors further request that this Court order that the foregoing caption satisfies the requirements set forth in section 342(c)(1) of the Bankruptcy Code.

3. The Debtors also request that a docket entry, substantially similar to the following, be entered on the docket of each of the Debtors, other than Tailored Brands, Inc., to reflect the joint administration of these chapter 11 cases:

An order has been entered in accordance with Rule 1015(b) of the Federal Rules of Bankruptcy Procedure and Rule 1015-1 of the Local Rules of Bankruptcy Practice and Procedure of the United States Bankruptcy Court for the Southern District of Texas directing joint administration for procedural purposes only of the chapter 11 cases of: Tailored Brands, Inc., Case No. 20-33900; JA Apparel Corp., Case No. 20-33901; Jos. A. Bank Clothiers, Inc., Case No. 20-33903; Joseph Abboud Manufacturing Corp., Case No. 20-33904; K&G Men's Company Inc., Case No. 20-33902; Moores Retail Group Corp., Case No. 20-33906; Moores The Suit People Corp., Case No. 20-33910; MWDC Holding Inc., Case No. 20-33908; Nashawena Mills Corp., Case No. 20-33905; Renwick Technologies, Inc., Case No. 20-33909; Tailored Brands Gift Card Co LLC, Case No. 20-33914; Tailored Brands Purchasing LLC, Case No. 20-33912; Tailored Shared Services, LLC, Case No. 20-33913; Tailored Brands Worldwide Purchasing Co., Case No. 20-33907; TB UK Holding Limited, Case No. 20-33917; The Joseph A. Bank Mfg. Co., Inc., Case No. 20-33915; The Men's Wearhouse, Inc., Case No. 20-33911; TMW Merchants LLC, Case No. 20-33916. The docket in Case No. 20-33900 (MI) should be consulted for all matters affecting this case. **All further pleadings**

and other papers shall be filed in and all further docket entries shall be made in Tailored Brands, Inc., Case No. 20-33900 (MI).

Jurisdiction and Venue

4. 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.

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

6. The bases for the relief requested herein are sections 105(a) and 342(c) of the Bankruptcy Code, Bankruptcy Rule 1015(b), and rules 1015-1 and 9013-1(b) of the Bankruptcy Local Rules for the Southern District of Texas (the “Bankruptcy Local Rules”).

Background

7. 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.

8. 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 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.

Basis for Relief

9. Bankruptcy Rule 1015(b) provides, in pertinent part, that “[i]f . . . two or more petitions are pending in the same court by or against . . . a debtor and an affiliate, the court may order a joint administration of the estates.” Fed. R. Bankr. P. 1015. The 18 Debtor entities that commenced chapter 11 cases are “affiliates” as that term is defined in section 101(2) of the Bankruptcy Code. Accordingly, the Bankruptcy Code and Bankruptcy Rules authorize the Court to grant the relief requested herein.

10. Further, Bankruptcy Local Rule 1015-1 provides additional authority for the Court to order joint administration of these chapter 11 cases:

An order of joint administration may be entered, without notice and an opportunity for hearing, upon the filing of a motion for joint administration pursuant to Fed. R. Bankr. P. 1015, supported by an affidavit, declaration or verification, which establishes that the joint administration of two or more cases pending in this Court under title 11 is warranted and will ease the administrative burden for the Court and the parties. An order of joint administration entered in accordance with this Local Rule may be reconsidered upon motion of any party in interest at any time. An order of joint administration under this Local Rule is for procedural purposes only and shall not cause a “substantive” consolidation of the respective debtors’ estates.

Bankruptcy Local Rule 1015-1.

11. Given the integrated nature of the Debtors’ operations, joint administration of these chapter 11 cases will provide significant administrative convenience without harming the substantive rights of any party in interest. Many of the motions, hearings, and orders in these chapter 11 cases will affect each and every Debtor entity. The entry of the Order directing joint administration of these chapter 11 cases will reduce fees and costs by avoiding duplicative filings and objections. Joint administration also will allow the United States Trustee for the Southern District of Texas and all parties in interest to monitor these chapter 11 cases with greater ease and efficiency.

12. Joint administration will not adversely affect the Debtors' respective constituencies because this Motion seeks only administrative, not substantive, consolidation of the Debtors' estates. Parties in interest will not be harmed by the relief requested; instead, parties in interest will benefit from the cost reductions associated with the joint administration of these chapter 11 cases. Joint administration of these chapter 11 cases is in the best interests of the Debtors' estates, their creditors, and all other parties in interest.

Emergency Consideration

13. Pursuant to Bankruptcy Local Rule 9013-1(i), the Debtors respectfully request emergency consideration of this Motion pursuant to Bankruptcy Rule 6003, which empowers a court to grant relief within the first 21 days after the commencement of a chapter 11 case "to the extent that relief is necessary to avoid immediate and irreparable harm." The Motion requests relief from procedural rules and requirements that pertain to matters of immediate significance or which involve deadlines sooner than 21 days after the Petition Date. The relief will save costs and avoid undue administrative burden and confusion only if granted before the applicable deadlines. The Debtors have satisfied the "immediate and irreparable harm" standard of Bankruptcy Rule 6003 and, therefore, respectfully request that the Court approve the relief requested in this Motion on an emergency basis.

Notice

14. 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 2, 2020

/s/ Matthew D. Cavanaugh

Matthew D. Cavanaugh (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*

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-and-

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

Certificate of Accuracy

I certify that the foregoing statements are true and accurate to the best of my knowledge.
This statement is being made pursuant to Bankruptcy Local Rule 9013-1(i).

/s/ Matthew D. Cavanaugh

Matthew D. Cavanaugh

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. Cavanaugh

Matthew D. Cavanaugh

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

	)	
In re:	)	Chapter 11
	)	
TAILORED BRANDS, INC.,	)	Case No. 20-33900 (MI)
	)	
Debtor.	)	
	)	
Tax I.D. No. 47-4908760	)	
	)	
In re:	)	Chapter 11
	)	
JA APPAREL CORP.,	)	Case No. 20-33901 (MI)
	)	
Debtor.	)	
	)	
Tax I.D. No. 13-3452715	)	
	)	
In re:	)	Chapter 11
	)	
JOS. A. BANK CLOTHIERS, INC.,	)	Case No. 20-33903 (MI)
	)	
Debtor.	)	
	)	
Tax I.D. No. 36-3189198	)	
	)	
In re:	)	Chapter 11
	)	
JOSEPH ABBOD MANUFACTURING CORP.,	)	Case No. 20-33904 (MI)
	)	
Debtor.	)	
	)	
Tax I.D. No. 13-3413757	)	
	)	
In re:	)	Chapter 11
	)	
K&G MEN'S COMPANY, INC.,	)	Case No. 20-33902 (MI)
	)	
Debtor.	)	
	)	
Tax I.D. No. 58-2527726	)	
	)	

	)	
In re:	)	Chapter 11
	)	
MOORES RETAIL GROUP CORP.,	)	Case No. 20-33906 (MI)
	)	
Debtor.	)	
	)	
Tax I.D. No. 894382464RC	)	
	)	
In re:	)	Chapter 11
	)	
MOORES THE SUIT PEOPLE CORP.,	)	Case No. 20-33910 (MI)
	)	
Debtor.	)	
	)	
Tax I.D. No. 890131246	)	
	)	
In re:	)	Chapter 11
	)	
MWDC HOLDING INC.,	)	Case No. 20-33908 (MI)
	)	
Debtor.	)	
	)	
Tax I.D. No. 20-1402643	)	
	)	
In re:	)	Chapter 11
	)	
NASHAWENA MILLS CORP.,	)	Case No. 20-33905 (MI)
	)	
Debtor.	)	
	)	
Tax I.D. No. 04-3276845	)	
	)	
In re:	)	Chapter 11
	)	
RENWICK TECHNOLOGIES, INC.,	)	Case No. 20-33909 (MI)
	)	
Debtor.	)	
	)	
Tax I.D. No. 76-0556365	)	
	)	

	)	
In re:	)	Chapter 11
	)	
TAILORED BRANDS GIFT CARD CO LLC,	)	Case No. 20-33914 (MI)
	)	
Debtor.	)	
	)	
Tax I.D. No. 36-4839484	)	
	)	
In re:	)	Chapter 11
	)	
TAILORED BRANDS PURCHASING LLC,	)	Case No. 20-33912 (MI)
	)	
Debtor.	)	
	)	
Tax I.D. No. 35-2564219	)	
	)	
In re:	)	Chapter 11
	)	
TAILORED BRANDS WORLDWIDE	)	Case No. 20-33907 (MI)
PURCHASING CO.,	)	
	)	
Debtor.	)	
	)	
Tax I.D. No. 98-1480881	)	
	)	
In re:	)	Chapter 11
	)	
TAILORED SHARED SERVICES, LLC,	)	Case No. 20-33913 (MI)
	)	
Debtor.	)	
	)	
Tax I.D. No. 47-4894752	)	
	)	
In re:	)	Chapter 11
	)	
TB UK HOLDING LIMITED,	)	Case No. 20-33917 (MI)
	)	
Debtor.	)	
	)	
Tax I.D. No. 98-1481185	)	
	)	

	)	
In re:	)	Chapter 11
	)	
THE JOSEPH A. BANK MFG. CO., INC.,	)	Case No. 20-33915 (MI)
	)	
Debtor.	)	
	)	
Tax I.D. No. 36-3026727	)	
	)	
In re:	)	Chapter 11
	)	
THE MEN’S WEARHOUSE, INC.,	)	Case No. 20-33911 (MI)
	)	
Debtor.	)	
	)	
Tax I.D. No. 74-1790172	)	
	)	
In re:	)	Chapter 11
	)	
TMW MERCHANTS LLC,	)	Case No. 20-33916 (MI)
	)	
Debtor.	)	
	)	
Tax I.D. No. 76-0627595	)	
	)	

**ORDER DIRECTING JOINT ADMINISTRATION
OF THE DEBTORS’ RELATED CHAPTER 11 CASES**

Upon the motion (the “Motion”)¹ of the above-captioned debtors and debtors in possession (collectively, the “Debtors”) for entry of an order (this “Order”) (a) directing procedural consolidation and joint administration of the Debtors’ related chapter 11 cases 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

¹ Capitalized terms used but not otherwise defined herein have the meanings ascribed to them in the Motion.

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 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 above-captioned chapter 11 cases are consolidated for procedural purposes only and shall be jointly administered by this Court under Case No. 20-33900 (MI). All of the jointly administered cases not previously assigned to Judge Isgur are transferred to Judge Isgur.
2. Additionally, the following checked items are ordered:
 - a. ☒ One disclosure statement and plan of reorganization may be filed for all cases by any plan proponent.
 - b. ☒ Parties may request joint hearings on matters pending in any of the jointly administered cases.
 - c. ☒ Other: See below.
3. The caption of the jointly administered cases shall read as follows:

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

In re: TAILORED BRANDS, INC., <i>et al.</i> , ¹ Debtors.	)))))))	Chapter 11 Case No. 20-33900 (MI) (Jointly Administered)
---	---------------------------------	--

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.

4. The foregoing caption satisfies the requirements set forth in section 342(c)(1) of the Bankruptcy Code.

5. A docket entry, substantially similar to the following, shall be entered on the docket of each of the Debtors, other than Tailored Brands, Inc., to reflect the joint administration of these chapter 11 cases:

An order has been entered in accordance with Rule 1015(b) of the Federal Rules of Bankruptcy Procedure and Rule 1015-1 of the Local Rules of Bankruptcy Practice and Procedure of the United States Bankruptcy Court for the Southern District of Texas directing joint administration for procedural purposes only of the chapter 11 cases of: Tailored Brands, Inc., Case No. 20-33900; JA Apparel Corp., Case No. 20-33901; Jos. A. Bank Clothiers, Inc., Case No. 20-33903; Joseph Abboud Manufacturing Corp., Case No. 20-33904; K&G Men's Company Inc., Case No. 20-33902; Moores Retail Group Corp., Case No. 20-33906; Moores The Suit People Corp., Case No. 20-33910; MWDC Holding Inc., Case No. 20-33908; Nashawena Mills Corp., Case No. 20-33905; Renwick Technologies, Inc., Case No. 20-33909; Tailored Brands Gift Card Co LLC, Case No. 20-33914; Tailored Brands Purchasing LLC, Case No. 20-33912; Tailored Shared Services, LLC, Case No. 20-33913; Tailored Brands Worldwide Purchasing Co., Case No. 20-33907; TB UK Holding Limited, Case No. 20-33917; The Men's Wearhouse, Inc., Case No. 20-33911; The Joseph A. Bank Mfg. Co., Inc., Case No. 20-33915; TMW Merchants LLC, Case No. 20-33916. The docket in Case No. 20-33900 (MI) should be consulted for all matters affecting this case. **All further pleadings**

and other papers shall be filed in and all further docket entries shall be made in Tailored Brands, Inc., Case No. 20-33900 (MI).

6. The Debtors shall maintain, and the Clerk of the United States Bankruptcy Court for the Southern District of Texas shall keep, one consolidated docket, one file, and one consolidated service list for these chapter 11 cases.

7. Any party in interest may request joint hearings on matters pending in any of these chapter 11 cases.

8. Nothing contained in the Motion or this Order shall be deemed or construed as directing or otherwise effecting a substantive consolidation of these chapter 11 cases and this Order shall be without prejudice to the rights of the Debtors to seek entry of an order substantively consolidating their respective cases.

9. The Debtors shall be permitted to file their monthly operating reports required by the United States Trustee Operating Guidelines on a consolidated basis; *provided* that disbursements will be listed on a Debtor by Debtor basis.

10. Notwithstanding any Bankruptcy Rule to the contrary, the terms and conditions of this Order are immediately effective and enforceable upon its entry.

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

12. 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

TAB DD

*Order Directing Joint Administration of Their Related Chapter
11 Cases*



ENTERED
08/03/2020

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

	)	
In re:	)	Chapter 11
	)	
TAILORED BRANDS, INC.,	)	Case No. 20-33900 (MI)
	)	
Debtor.	)	
	)	
Tax I.D. No. 47-4908760	)	
	)	
In re:	)	Chapter 11
	)	
JA APPAREL CORP.,	)	Case No. 20-33901 (MI)
	)	
Debtor.	)	
	)	
Tax I.D. No. 13-3452715	)	
	)	
In re:	)	Chapter 11
	)	
JOS. A. BANK CLOTHIERS, INC.,	)	Case No. 20-33903 (MI)
	)	
Debtor.	)	
	)	
Tax I.D. No. 36-3189198	)	
	)	
In re:	)	Chapter 11
	)	
JOSEPH ABBOD MANUFACTURING CORP.,	)	Case No. 20-33904 (MI)
	)	
Debtor.	)	
	)	
Tax I.D. No. 13-3413757	)	
	)	
In re:	)	Chapter 11
	)	
K&G MEN'S COMPANY, INC.,	)	Case No. 20-33902 (MI)
	)	
Debtor.	)	
	)	
Tax I.D. No. 58-2527726	)	
	)	

	)	
In re:	)	Chapter 11
	)	
MOORES RETAIL GROUP CORP.,	)	Case No. 20-33906 (MI)
	)	
Debtor.	)	
	)	
Tax I.D. No. 894382464RC	)	
	)	
In re:	)	Chapter 11
	)	
MOORES THE SUIT PEOPLE CORP.,	)	Case No. 20-33910 (MI)
	)	
Debtor.	)	
	)	
Tax I.D. No. 890131246	)	
	)	
In re:	)	Chapter 11
	)	
MWDC HOLDING INC.,	)	Case No. 20-33908 (MI)
	)	
Debtor.	)	
	)	
Tax I.D. No. 20-1402643	)	
	)	
In re:	)	Chapter 11
	)	
NASHAWENA MILLS CORP.,	)	Case No. 20-33905 (MI)
	)	
Debtor.	)	
	)	
Tax I.D. No. 04-3276845	)	
	)	
In re:	)	Chapter 11
	)	
RENWICK TECHNOLOGIES, INC.,	)	Case No. 20-33909 (MI)
	)	
Debtor.	)	
	)	
Tax I.D. No. 76-0556365	)	
	)	

	)	
In re:	)	Chapter 11
	)	
TAILORED BRANDS GIFT CARD CO LLC,	)	Case No. 20-33914 (MI)
	)	
Debtor.	)	
	)	
Tax I.D. No. 36-4839484	)	
	)	
In re:	)	Chapter 11
	)	
TAILORED BRANDS PURCHASING LLC,	)	Case No. 20-33912 (MI)
	)	
Debtor.	)	
	)	
Tax I.D. No. 35-2564219	)	
	)	
In re:	)	Chapter 11
	)	
TAILORED BRANDS WORLDWIDE	)	Case No. 20-33907 (MI)
PURCHASING CO.,	)	
	)	
Debtor.	)	
	)	
Tax I.D. No. 98-1480881	)	
	)	
In re:	)	Chapter 11
	)	
TAILORED SHARED SERVICES, LLC,	)	Case No. 20-33913 (MI)
	)	
Debtor.	)	
	)	
Tax I.D. No. 47-4894752	)	
	)	
In re:	)	Chapter 11
	)	
TB UK HOLDING LIMITED,	)	Case No. 20-33917 (MI)
	)	
Debtor.	)	
	)	
Tax I.D. No. 98-1481185	)	
	)	

	)	
In re:	)	Chapter 11
	)	
THE JOSEPH A. BANK MFG. CO., INC.,	)	Case No. 20-33915 (MI)
	)	
Debtor.	)	
	)	
Tax I.D. No. 36-3026727	)	
	)	
In re:	)	Chapter 11
	)	
THE MEN’S WEARHOUSE, INC.,	)	Case No. 20-33911 (MI)
	)	
Debtor.	)	
	)	
Tax I.D. No. 74-1790172	)	
	)	
In re:	)	Chapter 11
	)	
TMW MERCHANTS LLC,	)	Case No. 20-33916 (MI)
	)	
Debtor.	)	
	)	
Tax I.D. No. 76-0627595	)	
	)	

**ORDER DIRECTING JOINT ADMINISTRATION
OF THE DEBTORS’ RELATED CHAPTER 11 CASES**

Upon the motion (the “Motion”)¹ of the above-captioned debtors and debtors in possession (collectively, the “Debtors”) for entry of an order (this “Order”) (a) directing procedural consolidation and joint administration of the Debtors’ related chapter 11 cases 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 ex parte relief being appropriate, the Court orders:

¹ Capitalized terms used but not otherwise defined herein have the meanings ascribed to them in the Motion.

1. The above-captioned chapter 11 cases are jointly administered by this Court under Case No. 20-33900 (MI). All of the jointly administered cases not previously assigned to Judge Isgur are transferred to Judge Isgur.

2. Additionally, the following checked items are ordered:

- a. ☒ One disclosure statement and plan of reorganization may be filed for all cases by any plan proponent.
- b. ☒ Parties may request joint hearings on matters pending in any of the jointly administered cases.
- c. ☒ Other: See below.

3. The caption of the jointly administered cases shall read as follows:

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

In re:	)	
	)	Chapter 11
TAILORED BRANDS, INC., <i>et al.</i> , ¹	)	
	)	Case No. 20-33900 (MI)
Debtors.	)	(Jointly Administered)
	)	

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.

4. The foregoing caption satisfies the requirements set forth in section 342(c)(1) of the Bankruptcy Code.

5. A docket entry, substantially similar to the following, shall be entered on the docket of each of the Debtors, other than Tailored Brands, Inc., to reflect the joint administration of these chapter 11 cases:

An order has been entered in accordance with Rule 1015(b) of the Federal Rules of Bankruptcy Procedure and Rule 1015-1 of the Local Rules of Bankruptcy Practice and Procedure of the United States Bankruptcy Court for the Southern District of Texas directing joint administration for procedural purposes only of the chapter 11 cases of: Tailored Brands, Inc., Case No. 20-33900; JA Apparel Corp., Case No. 20-33901; Jos. A. Bank Clothiers, Inc., Case No. 20-33903; Joseph Abboud Manufacturing Corp., Case No. 20-33904; K&G Men's Company Inc., Case No. 20-33902; Moores Retail Group Corp., Case No. 20-33906; Moores The Suit People Corp., Case No. 20-33910; MWDC Holding Inc., Case No. 20-33908; Nashawena Mills Corp., Case No. 20-33905; Renwick Technologies, Inc., Case No. 20-33909; Tailored Brands Gift Card Co LLC, Case No. 20-33914; Tailored Brands Purchasing LLC, Case No. 20-33912; Tailored Shared Services, LLC, Case No. 20-33913; Tailored Brands Worldwide Purchasing Co., Case No. 20-33907; TB UK Holding Limited, Case No. 20-33917; The Men's Wearhouse, Inc., Case No. 20-33911; The Joseph A. Bank Mfg. Co., Inc., Case No. 20-33915; TMW Merchants LLC, Case No. 20-33916. The docket in Case No. 20-33900 (MI) should be consulted for all matters affecting this case. **All further pleadings**

and other papers shall be filed in and all further docket entries shall be made in Tailored Brands, Inc., Case No. 20-33900 (MI).

6. The Debtors shall maintain, and the Clerk of the United States Bankruptcy Court for the Southern District of Texas shall keep, one consolidated docket, one file, and one consolidated service list for these chapter 11 cases.

7. Nothing contained in the Motion or this Order shall be deemed or construed as directing or otherwise effecting a substantive consolidation of these chapter 11 cases and this Order shall be without prejudice to the rights of any party to seek entry of an order substantively consolidating the cases.

8. The Debtors shall be permitted to file their monthly operating reports required by the United States Trustee Operating Guidelines on a consolidated basis; *provided* that disbursements will be listed on a Debtor by Debtor basis.

9. Notwithstanding any Bankruptcy Rule to the contrary, the terms and conditions of this Order are immediately effective and enforceable upon its entry.

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

11. 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 03, 2020



Marvin Isgur
United States Bankruptcy Judge

TAB EE

***Debtors' Emergency Motion Seeking Entry of Interim and
Final Orders Approving Notification and Hearing Procedures
for Certain Transfers of and Declarations of Worthlessness
with Respect to Common Stock***

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

In re:	)	
	)	Chapter 11
	)	
TAILORED BRANDS, INC., <i>et al.</i> , ¹	)	Case No. 20-33900 (MI)
	)	
Debtors.	)	(Joint Administration Requested)
	)	(Emergency Hearing Requested)

**DEBTORS' EMERGENCY MOTION SEEKING ENTRY OF
INTERIM AND FINAL ORDERS APPROVING NOTIFICATION
AND HEARING PROCEDURES FOR CERTAIN TRANSFERS OF AND
DECLARATIONS OF WORTHLESSNESS WITH RESPECT TO COMMON STOCK**

EMERGENCY RELIEF HAS BEEN REQUESTED. A HEARING WILL BE CONDUCTED ON THIS MATTER ON AUGUST 3, 2020 AT 4:30 P.M. (CENTRAL TIME) IN COURTROOM 404, 4TH FLOOR, 515 RUSK STREET, HOUSTON, TEXAS 77002. IF YOU OBJECT TO THE RELIEF REQUESTED OR YOU BELIEVE THAT EMERGENCY CONSIDERATION IS NOT WARRANTED, YOU MUST EITHER APPEAR AT THE HEARING OR FILE A WRITTEN RESPONSE PRIOR TO THE HEARING. OTHERWISE, THE COURT MAY TREAT THE PLEADING AS UNOPPOSED AND GRANT THE RELIEF REQUESTED.

RELIEF IS REQUESTED NOT LATER THAN AUGUST 3, 2020.

PLEASE NOTE THAT ON MARCH 24, 2020, THROUGH THE ENTRY OF GENERAL ORDER 2020-10, THE COURT INVOKED THE PROTOCOL FOR EMERGENCY PUBLIC HEALTH OR SAFETY CONDITIONS.

IT IS ANTICIPATED THAT ALL PERSONS WILL APPEAR TELEPHONICALLY AND ALSO MAY APPEAR VIA VIDEO AT THIS HEARING.

AUDIO COMMUNICATION WILL BE BY USE OF THE COURT'S DIAL-IN FACILITY. YOU MAY ACCESS THE FACILITY AT (832) 917-1510. YOU WILL BE RESPONSIBLE FOR YOUR OWN LONG-DISTANCE CHARGES. ONCE CONNECTED, YOU WILL BE ASKED TO ENTER THE CONFERENCE ROOM NUMBER. JUDGE ISGUR'S CONFERENCE ROOM NUMBER IS 954554.

YOU MAY VIEW VIDEO VIA GOTOMEETING. TO USE GOTOMEETING, THE COURT RECOMMENDS THAT YOU DOWNLOAD THE FREE GOTOMEETING APPLICATION. TO CONNECT, YOU SHOULD ENTER THE MEETING CODE "JUDGEISGUR" IN THE GOTOMEETING APP OR CLICK THE LINK ON JUDGE ISGUR'S HOME PAGE ON THE SOUTHERN DISTRICT OF TEXAS WEBSITE. ONCE CONNECTED, CLICK THE SETTINGS ICON IN THE UPPER RIGHT CORNER AND ENTER YOUR NAME UNDER THE PERSONAL INFORMATION SETTING.

HEARING APPEARANCES MUST BE MADE ELECTRONICALLY IN ADVANCE OF THE HEARING. TO MAKE YOUR ELECTRONIC APPEARANCE, GO TO THE SOUTHERN DISTRICT OF TEXAS WEBSITE AND SELECT "BANKRUPTCY COURT" FROM THE TOP MENU. SELECT "JUDGES' PROCEDURES & SCHEDULES," THEN "VIEW HOME PAGE" FOR JUDGE ISGUR. UNDER "ELECTRONIC APPEARANCE" SELECT "CLICK HERE TO SUBMIT

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.

ELECTRONIC APPEARANCE”. SELECT “TAILORED BRANDS, INC. ET AL.”, COMPLETE THE REQUIRED FIELDS AND CLICK “SUBMIT” TO COMPLETE YOUR APPEARANCE.

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 interim and final orders, substantially in the forms attached hereto (respectively, the “Interim Order” and “Final Order”): (a) approving certain notification and hearing procedures related to certain transfers of, or declarations of worthlessness with respect to, Debtor Tailored Brands, Inc.’s existing common stock or any Beneficial Ownership³ therein (any such record or Beneficial Ownership of common stock, the “Common Stock”), as detailed in **Annex 1** to the Interim Order and Final Order (the “Procedures”); (b) directing that any purchase, sale, other transfer of, or declaration of worthlessness with respect to Common Stock in violation of the Procedures shall be null and void *ab initio*; and (c) granting related relief.

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.

³ “Beneficial Ownership” will be determined in accordance with the applicable rules of sections 382 and 383 of the Internal Revenue Code of 1986, 26 U.S.C. §§ 1–9834, as amended (the “IRC”), and the Treasury Regulations thereunder (other than Treasury Regulations section 1.382-2T(h)(2)(i)(A)), and includes direct, indirect, and constructive ownership (*e.g.*, (1) a holding company would be considered to beneficially own all equity securities owned by its subsidiaries, (2) a partner in a partnership would be considered to beneficially own its proportionate share of any equity securities owned by such partnership, (3) an individual and such individual’s family members may be treated as one individual, (4) persons and entities acting in concert to make a coordinated acquisition of equity securities may be treated as a single entity, and (5) a holder would be considered to beneficially own equity securities that such holder has an Option to acquire). An “Option” to acquire stock includes all interests described in Treasury Regulations section 1.382-4(d)(9), including any contingent purchase right, warrant, convertible debt, put, call, stock subject to risk of forfeiture, contract to acquire stock, or similar interest, regardless of whether it is contingent or otherwise not currently exercisable.

2. The Debtors also request that the Court schedule a final hearing within 21 days of the commencement of these chapter 11 cases, or as soon thereafter as is convenient for the Court, to consider approval of this Motion on a final basis.

Jurisdiction and Venue

3. 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.

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

5. The bases for the relief requested herein are sections 105, 345, 362, 363, 503, 507, and 541 of the Bankruptcy Code, Bankruptcy Rules 6003 and 6004, and rule 9013-1(b) of the Bankruptcy Local Rules for the Southern District of Texas (the “Bankruptcy Local Rules”).

Background

6. 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.

7. 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 Tax Attributes

8. Generally, a company generates net operating losses (“NOLs”) if the operating expenses it has incurred exceed the revenues it has earned during a single tax year. A company may apply, or “carry forward,” NOLs, tax credits and certain other tax attributes to reduce future tax payments (subject to certain conditions as discussed below).⁴ See IRC §§ 39, 172.

9. The Debtors currently estimate that, as of the Petition Date, they have approximately \$46.9 million of federal NOLs, \$21.1 million of U.S. capital loss carryforwards, \$15.8 million of foreign tax credit carryforwards, \$54.4 million of charitable contribution deduction carryforwards, \$300,000 of Work Opportunity Credit carryforwards and certain other tax attributes (collectively, the “Tax Attributes”).⁵ The Debtors further expect to generate significant additional Tax Attributes in the 2020 tax year. The Tax Attributes are potentially of significant value to the Debtors and their estates because the Debtors may be able to carry forward certain Tax Attributes to offset future taxable income or utilize the Tax Attributes to offset any taxable income generated by transactions consummated during these chapter 11 cases. Accordingly, the value of the Tax Attributes will inure to the benefit of all of the Debtors’ stakeholders.

⁴ In addition, under certain circumstances, certain NOLs may be “carried back” to offset taxable income in prior years.

⁵ Amounts are estimates and are subject to change. The NOL figure includes amounts that the Debtors anticipate may be carried back to prior years. The Tax Attributes also include certain alternative minimum tax loss carryforwards. These carryforwards are not discussed further herein as a result of changes to the treatment of such carryforwards in U.S. federal income tax legislation that was enacted in December 2017.

I. An “Ownership Change” May Negatively Impact the Debtors’ Utilization of the Tax Attributes.

10. Sections 382 and 383 of the IRC limit the amount of federal taxable income and federal tax liability, respectively, that can be offset by a corporation’s tax attributes in taxable years (or portions thereof) following an “ownership change.” Generally, an “ownership change” occurs if the percentage (by value) of the stock of a corporation owned by one or more five-percent shareholders has increased by more than 50 percentage points over the lowest percentage of stock owned by such shareholders at any time during the three-year testing period ending on the date of the ownership change. The total percentage point increases of stock owned by one or more five-percent shareholders within the measuring period is generally referred to as the amount of the “ownership shift.” For example, an ownership change would occur in the following situation:

An individual (“A”) owns 50.1 percent of the stock of corporation XYZ. A sells her 50.1 percent interest to another individual (“B”), who owns 5 percent of XYZ’s stock. Under section 382, an ownership change has occurred because B’s interest in XYZ has increased more than 50 percentage points (from 5 percent to 55.1 percent) during the testing period. The same result would follow even if B owned no XYZ stock prior to the transaction with A because B both becomes a 5-percent shareholder and increases his ownership by more than 50 percentage points during the testing period.

11. It is critical to understand that under these rules, a company can be harmed as a result of actions by parties that are unknown to the company. As noted above, if a person unknown to the company were to acquire more than five percent of the company’s stock, the company would experience an “ownership shift” that could lead to an ownership change. By the time the company discovered who the unidentified shareholder was, the shareholder would have already purchased

the shares and the harm would be done.⁶ Accordingly, for the Procedures (as defined below) to be effective, the Procedures must bind all unknown parties.

12. All parties potentially subject to the procedural relief requested herein are receiving publication notice of the relief. In matters of corporate affairs, publication notice through the filing of Form 8-Ks and similar materials with the SEC is commonplace. As one particularly salient example, companies in certain instances enact charter restrictions to protect their tax attributes. Those charter restrictions impose **substantive** limitations on sales and purchases of equity that are similar to the procedural limitations requested in this Motion. Although such charter restrictions are put to a shareholder vote before being enacted, they always bind unknown parties, in the form of persons that are not shareholders at the time the vote is taken, and do so via the public information that is issued by the company in connection with the adoption of such charter restrictions. The relief requested in this Motion is not being put to a shareholder vote—nor should it be, because the requested relief is intended to maximize the value of the Debtors for all stakeholders—but unlike charter restrictions, the relief requested in this Motion merely implements **procedures** that must be observed before relevant actions are taken.

13. The Debtors appreciate the due process concerns associated with the application of equity trading limitations and procedures of the kind sought by this Motion to unknown parties. However, that is the very dilemma presented by section 382 of the IRC: an unknown person—inherently unidentifiable in advance—can unilaterally buy shares, create an ownership change,

⁶ In general, for purposes of Section 382 of the IRC, companies (including the Debtors) put significant weight on certain reports of equity ownership that are required to be filed with the SEC on a periodic basis. These filings occur *after* stock acquisitions happen, not before, and generally are not required unless and until a shareholder has crossed a 5 percent ownership threshold. Accordingly, companies (including the Debtors) generally have no way to know whether the relevant threshold has been crossed until after the fact. One of the primary purposes of the procedural relief requested herein is to change this dynamic and provide the Debtors with prospective notice and an opportunity to prevent a damaging transaction.

and cause the Debtors to lose a valuable asset. The mechanical operation of the rules under section 382 of the IRC therefore makes it *critical* to the preservation of the Debtors' Tax Attributes that *all* persons—regardless of whether they are known to the Debtors—are bound by the equity trading limitations outlined herein. Indeed, the fact that an unknown person can potentially destroy a debtor's tax assets is a key reason that bankruptcy courts across the country routinely issue equity trading limitations that apply to both known and unknown shareholders.

14. An “ownership change” can also occur as a result of a “worthless stock deduction” claimed by any “50-percent shareholder.” A 50-percent shareholder is any person (or group of people that is treated as a single entity under the applicable rules) that owned 50 percent or more of a corporation's stock “at any time during the 3-year period ending on the last day of the taxable year” with respect to which the worthless stock deduction is claimed. IRC § 382(g)(4)(D). If the 50-percent shareholder still owns the corporation's stock at the end of the taxable year, sections 382 and 383 of the IRC essentially treat the person as newly purchasing the stock on the first day of the next taxable year. For example, if a person with 50 percent of a corporation's stock claims a worthless stock deduction in 2019 (or with respect to the 2019 tax year) but does not sell such stock that year, that person is treated: (a) as not having owned the stock at the end of 2019, and (b) as having purchased the stock on the first day of the 2020 tax year. That deemed purchase would cause an ownership change, because the 50-percent shareholder would be deemed to have a 50-percentage-point increase in its stock ownership. Notably, while the seminal case of *Official Comm. of Unsecured Creditors v. PSS S.S. Co. (In re Prudential Lines Inc.)*, 928 F.2d 565, 573 (2d Cir. 1991), is generally relied upon to support equity trading motions in general, the specific issue in *Prudential Lines* was, in fact, a worthless stock deduction.

15. If an ownership change occurs, section 382 of the IRC limits the amount of a corporation's future taxable income that may be offset by its "pre-change losses" and section 383 of the IRC limits the amount of a corporation's future tax liability that may be offset by its "excess credits," in each case, to an annual amount based on the fair market value of all of the stock of the corporation prior to the ownership change multiplied by the long-term tax exempt rate that applies to the month of the ownership change.⁷ See IRC §§ 382(b) and 383(a). Pre-change losses and excess credits include the Debtors' Tax Attributes and any so-called "realized built-in losses" (as defined in section 382(h)(3) of the IRC). The rules relating to potential limitations on the ability to offset taxable income with such realized built-in losses are highly complex and depend on, among other things, the extent (if any) of a debtor's "net unrealized built-in loss." A net unrealized built-in loss is equal to the excess of the aggregate adjusted basis of all of a corporation's applicable assets over their fair market value (as determined for purposes of section 382 of the IRC) immediately prior to the ownership change. IRC § 382(h)(1)(B). Once a Tax Attribute is limited under section 382 or 383 of the IRC, its use is generally limited forever, or for five years in the case of a net unrealized built-in loss.⁸ Thus, certain transfers or worthless stock deductions with respect to Beneficial Ownership of Common Stock effected before the effective date of the Debtors' emergence from chapter 11 protection may trigger an "ownership change" for IRC purposes, severely endangering the Debtors' ability to utilize the Tax Attributes and causing substantial damage to the Debtors' estates.

⁷ The applicable long-term tax exempt rate changes from month-to-month. For ownership changes occurring in August 2020, the applicable long-term tax exempt rate is 0.89 percent.

⁸ Realized built-in losses that are deducted beginning after the expiration of this five-year "recognition period" are no longer subject to limitation, but any realized built-in losses that are deducted prior to the expiration of such period are limited forever.

16. The Debtors have limited the relief requested herein to the extent necessary to preserve estate value. The proposed Interim Order and Final Order will affect only: (a) holders of the equivalent of Beneficial Ownership of more than 2,200,494 shares of Common Stock⁹ (*i.e.*, 4.5 percent or more of outstanding Common Stock); (b) parties who are interested in purchasing sufficient Common Stock to result in such party becoming a holder of 4.5 percent or more of Beneficial Ownership of outstanding Common Stock; and (c) any “50-percent shareholder” seeking to claim a worthless stock deduction.¹⁰

17. The Debtors seek limited relief that will enable them to closely monitor certain transfers of Beneficial Ownership of Common Stock and certain worthless stock deductions with respect to Beneficial Ownership of Common Stock so as to be in a position to act expeditiously to prevent such transfers or worthlessness deductions, if necessary, with the purpose of preserving the Tax Attributes. By establishing and implementing such Procedures, the Debtors will be in a position to object to “ownership changes” that threaten their ability to preserve the value of their Tax Attributes for the benefit of the estates.

II. Proposed Procedures for Transfers of or Declarations of Worthlessness with Respect to Common Stock.

18. The Procedures are the mechanism by which the Debtors propose that they will monitor and, if necessary, object to certain transfers of Beneficial Ownership of Common Stock and declarations of worthlessness with respect to Beneficial Ownership of Common Stock to

⁹ Based on approximately 48,899,867 shares of Common Stock outstanding for purposes of section 382 of the IRC as of the Petition Date.

¹⁰ The Interim Order provides for an emergency hearing on shortened notice if a specific party wishes to pursue a transaction that would run afoul of the limitations imposed by this Motion. This provision mirrors similar provisions approved by this Court in other cases while still having the relief requested in this Motion apply to both identifiable and unidentifiable parties.

ensure preservation of the Tax Attributes. The Procedures, which are fully set forth in **Annex 1** to the Interim Order and Final Order, are summarized below.¹¹

Procedures for Transfers of Common Stock

- a. Any person or entity (as defined in section 101(15) of the Bankruptcy Code) who currently is or becomes a Substantial Shareholder (as defined herein) must file with the Court, and serve upon: (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 Street, Suite 1900, Houston, Texas 77010, Attn: Matthew D. Cavanaugh and Victoria Argeroplos; (iv) the United States Trustee for the Southern District of Texas, 515 Rusk Street, 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 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, Emmet, Marvin & Martin, LLP, 120 Broadway, 32nd Floor, New York, New York 1027 1, Attn: Elizabeth M. Clark; and (ix) to the extent not listed herein, those parties requesting notice pursuant to Bankruptcy 20002 (collectively, the "Notice Parties"), a declaration of such status, substantially in the form of **Annex 1A** attached to these Procedures (each, a "Declaration of Status as a Substantial Shareholder"), on or before the later of (A) twenty calendar days after the date of the Notice of Interim Order (as defined herein), or (B) ten calendar days after becoming a Substantial Shareholder; *provided* that, for the avoidance of doubt, the other procedures set forth herein shall apply to any Substantial Shareholder even if no Declaration of Status as a Substantial Shareholder has been filed.
- b. Prior to effectuating any transfer of Beneficial Ownership of Common Stock that would result in an increase in the amount of Common Stock of which a Substantial Shareholder has Beneficial Ownership or would result in an entity or individual becoming a Substantial Shareholder, the parties to

¹¹ Capitalized terms used in this section but not otherwise defined herein have the meanings ascribed to them in the Procedures. To the extent that this summary and the terms of the Procedures are inconsistent, the terms of the Procedures control.

such transaction must file with the Court, and serve upon the Notice Parties, an advance written declaration of the intended transfer of Common Stock, substantially in the form of Annex 1B attached to these Procedures (each, a “Declaration of Intent to Accumulate Common Stock”).

- c. Prior to effectuating any transfer of Beneficial Ownership of Common Stock that would result in a decrease in the amount of Common Stock of which a Substantial Shareholder has Beneficial Ownership or would result in an entity or individual ceasing to be a Substantial Shareholder, the parties to such transaction must file with the Court, and serve upon the Notice Parties, an advance written declaration of the intended transfer of Common Stock, substantially in the form of Annex 1C attached to these Procedures (each, a “Declaration of Intent to Transfer Common Stock,” and together with a Declaration of Intent to Accumulate Common Stock, each a “Declaration of Proposed Transfer”).
- d. The Debtors shall have twenty calendar days after receipt of a Declaration of Proposed Transfer to file with the Court and serve on such Substantial Shareholder or potential Substantial Shareholder an objection to any proposed transfer of Beneficial Ownership of Common Stock described in the Declaration of Proposed Transfer on the grounds that such transfer might adversely affect the Debtors’ ability to utilize their Tax Attributes. If the Debtors timely file an objection, such transaction will remain ineffective unless such objection is withdrawn by the Debtors or such transaction is approved by a final and non-appealable order of the Court. If the Debtors do not object within such 20-day period, such transaction can proceed solely as set forth in the Declaration of Proposed Transfer. Further transactions within the scope of this paragraph must be the subject of additional notices in accordance with the procedures set forth herein, with an additional 20-day waiting period for each Declaration of Proposed Transfer.
- e. For purposes of these Procedures a “Substantial Shareholder” is any entity or individual that has direct or indirect Beneficial Ownership of at least 2,200,494 shares of Common Stock (representing approximately 4.5 percent of all issued and outstanding shares of Common Stock).¹²

Procedures for Declarations of Worthlessness of Common Stock

- a. Any person or entity that currently is or becomes a 50-Percent Shareholder¹³ must file with the Court and serve upon the Notice Parties a

¹² Based on approximately 48,899,867 shares of Common Stock outstanding for purposes of section 382 of the IRC as of the Petition Date.

¹³ For purposes of the Procedures, a “50-Percent Shareholder” is any person or entity that at any time since December 31, 2016, has owned Beneficial Ownership of 50 percent or more of the Common Stock of the Debtors (determined in accordance with section 382(g)(4)(D) of the IRC and the applicable Treasury Regulations thereunder).

declaration of such status as a 50-Percent Shareholder, substantially in the form attached to these Procedures as **Annex 1D** (each, a “Declaration of Status as a 50-Percent Shareholder”), on or before the later of (i) twenty calendar days after the date of the Notice of Interim Order, and (ii) ten calendar days after becoming a 50-Percent Shareholder; *provided* that, for the avoidance of doubt, the other procedures set forth herein shall apply to any 50-Percent Shareholder even if no Declaration of Status as a 50-Percent Shareholder has been filed.

- b. Prior to filing any federal or state tax return, or any amendment to such a return, or taking any other action that claims any deduction for worthlessness of Beneficial Ownership of Common Stock for a taxable year ending before the Debtors’ emergence from chapter 11 protection, such 50-Percent Shareholder must file with the Court and serve upon the Notice Parties a declaration of intent to claim a worthless stock deduction (a “Declaration of Intent to Claim a Worthless Stock Deduction”), substantially in the form attached to the Procedures as **Annex 1E**.
 - i. The Debtors shall have twenty calendar days after receipt of a Declaration of Intent to Claim a Worthless Stock Deduction to file with the Court and serve on such 50-Percent Shareholder an objection to any proposed claim of worthlessness described in the Declaration of Intent to Claim a Worthless Stock Deduction on the grounds that such claim might adversely affect the Debtors’ ability to utilize their Tax Attributes.
 - ii. If the Debtors timely object, the filing of the tax return or amendment thereto with such claim will not be permitted unless approved by a final and non-appellable order of the Court, unless the Debtors withdraw such objection.
 - iii. If the Debtors do not object within such 20-day period, the filing of the return or amendment with such claim will be permitted solely as described in the Declaration of Intent to Claim a Worthless Stock Deduction. Additional returns and amendments within the scope of this section must be the subject of additional notices as set forth herein, with an additional 20-day waiting period. To the extent that the Debtors receive an appropriate Declaration of Intent to Claim a Worthless Stock Deduction and determine in their business judgment not to object, they shall provide notice of that decision as soon as is reasonably practicable to any statutory committee(s) appointed in these chapter 11 cases.

Notice Procedures

- a. No later than two business days following entry of the Interim Order, the Debtors shall serve a notice by first class mail, substantially in the form of

Annex 1F attached to these Procedures (the “Notice of Interim Order”), on: (i) the United States Trustee for the Southern District of Texas; (ii) the holders of the 30 largest unsecured claims against the Debtors (on a consolidated basis); (iii) the Internal Revenue Service; (iv) the United States Securities and Exchange Commission; (v) the Prepetition ABL Agent and the DIP Agent; (vi) any official committees appointed in these chapter 11 cases; (vii) the Office of the United States Attorney for the Southern District of Texas; (viii) the state attorneys general for states in which the Debtors conduct business; (ix) the registered and nominee holders of the Common Stock (with instructions to serve down to the beneficial holders of Common Stock, as applicable); (x) any known beneficial holders of common stock; (xi) any other parties served with notice of the motion; and (xii) any party who has entered a notice of appearance in this case. Additionally, no later than two business days following entry of the Final Order, the Debtors shall serve a Notice of Interim Order modified to reflect that the Final Order has been entered (as modified, the “Notice of Final Order”) on the same entities that received the Notice of Interim Order.¹⁴

- b. All registered and nominee holders of Common Stock shall be required to serve the Notice of Interim Order or Notice of Final Order, as applicable, on any holder for whose benefit such registered or nominee holder holds such Common Stock down the chain of ownership for all such holders of Common Stock.
- c. Any entity, individual or broker or agent acting on such entity’s or individual’s behalf who sells Common Stock to another entity shall be required to serve a copy of the Notice of Interim Order or Notice of Final Order, as applicable, on such purchaser of such Common Stock, or any broker or agent acting on such purchaser’s behalf.
- d. As soon as is practicable following entry of the Interim Order, the Debtors shall (i) submit a copy of the Notice of Interim Order (modified for publication) for publication in *The New York Times* (national edition) and (ii) file a Form 8-K with a reference to the entry of the Interim Order.
- e. To the extent confidential information is required in any declaration described in these Procedures, such confidential information may be filed and served in redacted form; *provided* that any such declarations served on

¹⁴ The notice provisions in the Procedures satisfy due process and the strictures of Bankruptcy Rule 9014 by providing the relevant counterparties with notice and an opportunity to object and attend a hearing. See, e.g., *Harada v. DBL Liquidating Trust (In re Drexel Burnham Lambert Group, Inc.)*, 160 B.R. 729, 733 (S.D.N.Y. 1993) (indicating that an opportunity to present objections satisfies due process); *In re Waterman Steamship Corp.*, 157 B.R. 220, 221 (S.D.N.Y. 1993) (quoting *Mullane v. Central Hanover Bank & Trust Co.*, 339 U.S. 306, 314, 70 S.Ct. 652, 657, 94 L.Ed. 865 (1950)) (“An elementary and fundamental requirement of due process in any proceeding which is to be accorded finality is notice, reasonably calculated, under all the circumstances, to apprise interested parties of the pendency of the action and afford them an opportunity to present their objections.”).

the Debtors ***shall not*** be in redacted form. The Debtors shall keep all information provided in such declarations strictly confidential and shall not disclose the contents thereof to any person except (i) to the extent necessary to respond to a petition or objection filed with the Court; (ii) to the extent otherwise required by law; or (iii) to the extent that the information contained therein is already public; *provided* that the Debtors may disclose the contents thereof to their professional advisors, who shall keep all such notices strictly confidential and shall not disclose the contents thereof to any other person, subject to further Court order. To the extent confidential information is necessary to respond to a petitioner objection filed with the Court, such confidential information shall be filed under seal or in a redacted form.

Basis for Relief

19. Section 541 of the Bankruptcy Code provides that property of the estate comprises, among other things, “all legal or equitable interests of the debtor in property as of the commencement of the case.” 11 U.S.C. § 541. The Tax Attributes are property of the Debtors’ estates. *Official Comm. of Unsecured Creditors v. PSS Steamship Co. (In re Prudential Lines Inc.)*, 928 F.2d 565, 573 (2d Cir. 1991) (“We hold that the right to a carryforward attributable to its . . . NOL was property of [the debtor’s] bankruptcy estate.”), *cert. denied*, 502 U.S. 821 (1991); *In re Delta Air Lines, Inc.*, No. 05-17923 (PCB) (Bankr. S.D.N.Y. Sept. 16, 2005) (finding that NOLs are property of the debtors’ estates). Section 362(a)(3) of the Bankruptcy Code stays “any act to obtain possession of property of the estate or of property from the estate or to exercise control over property of the estate.” 11 U.S.C. § 362(a)(3). Accordingly, any act of a holder of a debtor’s equity securities that causes the termination or limits use of the Tax Attributes violates the automatic stay. *See, e.g., Prudential Lines*, 928 F.2d at 574 (holding that causing the termination of or adversely affecting the value of a debtor’s NOL violates the automatic stay); *In re Phar-Mor, Inc.*, 152 B.R. 924, 927 (Bankr. N.D. Ohio 1993) (“[T]he sale of stock is prohibited by § 362(a)(3) as an exercise of control over the NOL, which is property of the estate”).

20. Implementation of the Procedures is necessary and appropriate to enforce the automatic stay and, critically, to preserve the value of the Tax Attributes for the benefit of the Debtors' estates. Under section 382 and 383 of the IRC, certain transfers of or declarations of worthlessness with respect to Beneficial Ownership of Common Stock prior to the consummation of a chapter 11 plan could cause the termination or limit the use of the Tax Attributes. The Tax Attributes described above may provide the potential for material future tax savings (including in post-emergence years) or other tax structuring possibilities in these chapter 11 cases. The termination or limitation of the Tax Attributes could be materially detrimental to all parties in interest, including by potentially limiting the Debtors' ability to utilize certain structures to consummate a plan. Thus, the relief requested herein will preserve the Debtors' flexibility in operating the Debtors' business during the pendency of these chapter 11 cases and implementing a transaction that makes full and efficient use of the Tax Attributes and maximizes the value of the Debtors' estates.

21. The Procedures do not bar all transfers of or declarations of worthlessness with respect to Beneficial Interests of Common Stock. The Debtors seek to establish procedures only to monitor those types of transactions that would pose a serious risk under the ownership change test pursuant to sections 382 and 383 of the IRC, and to preserve the Debtors' ability to seek substantive relief if it appears that a proposed transfer or declaration of worthlessness could jeopardize the Debtors' utilization of the Tax Attributes. Because of the Tax Attributes' importance to the Debtors' restructuring, and thus all parties in interest, the benefits of implementing the Procedures outweigh subjecting a limited subset of transfers to the Procedures.

Emergency Consideration

22. The Debtors request emergency consideration of this Motion pursuant to Bankruptcy Rule 6003, which empowers a court to grant relief within the first 21 days after the commencement of a chapter 11 case “to the extent that relief is necessary to avoid immediate and irreparable harm.” An immediate and orderly transition into chapter 11 is critical to the viability of their operations and that any delay in granting the relief requested could hinder the Debtors’ operations and cause irreparable harm. Failure to receive the requested relief during the first 21 days of these chapter 11 cases would severely disrupt the Debtors’ operations at this critical juncture and imperil the Debtors’ restructuring. The Debtors have satisfied the “immediate and irreparable harm” standard of Bankruptcy Rule 6003 and request that the Court approve the relief requested in this Motion on an emergency basis..

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

23. 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

24. 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

25. 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 official committees appointed in these chapter 11 cases; (m) the registered and nominee holders of the Common Stock (with instructions to serve down to the beneficial holders of Common Stock, as applicable); and (n) 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 Interim Order and Final 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. Cavanaugh

Matthew D. Cavanaugh (TX Bar No. 24062656)
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*Proposed Co-Counsel to the Debtors
and Debtors in Possession*

Certificate of Accuracy

I certify that the foregoing statements are true and accurate to the best of my knowledge.
This statement is being made pursuant to Bankruptcy Local Rule 9013-1(i).

/s/ Matthew D. Cavanaugh

Matthew D. Cavanaugh

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. Cavanaugh

Matthew D. Cavanaugh

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

In re:

TAILORED BRANDS, INC., *et al.*,¹

Debtors.

)
) Chapter 11
)
) Case No. 20-33900 (MI)
)
) (Joint Administration Requested)
)
) **Re: Docket No. _____**

**INTERIM ORDER APPROVING NOTIFICATION
AND HEARING PROCEDURES FOR CERTAIN TRANSFERS OF AND
DECLARATIONS OF WORTHLESSNESS WITH RESPECT TO COMMON STOCK**

Upon the motion (the “Motion”)² of the above-captioned debtors and debtors in possession (collectively, the “Debtors”) for entry of an interim order (this “Interim Order”) (a) approving the Procedures related to transfers of Beneficial Ownership of and declarations of worthlessness with respect to Common Stock, (b) directing that any purchase, sale, other transfer of, or declaration of worthlessness with respect to Common Stock in violation of the Procedures shall be null and void *ab initio*, (c) granting related relief, and (d) scheduling a final hearing to consider approval of the Motion on a final basis, 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 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

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.

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. The final hearing (the "Final Hearing") on the Motion shall be held on _____, 2020, at ____:____.m., prevailing Central Time. Any objections or responses to entry of a final order on the Motion shall be filed on or before 4:00 p.m., prevailing Central Time, on _____, 2020. In the event no objections to entry of the Final Order on the Motion are timely received, this Court may enter such Final Order without need for the Final Hearing.

2. The Procedures, as set forth in Annex 1 attached hereto, are approved.

3. Any transfer of or declaration of worthlessness with respect to Beneficial Ownership of Common Stock in violation of the Procedures, including but not limited to the notice requirements, shall be null and void *ab initio*.

4. In the case of any such transfer of Beneficial Ownership of Common Stock in violation of the Procedures, including but not limited to the notice requirements, the person or entity making such transfer shall be required to take remedial actions specified by the Debtors, which may include the actions specified in Private Letter Ruling 201010009 (Dec. 4, 2009), to appropriately reflect that such transfer is null and void *ab initio*.

5. In the case of any such declaration of worthlessness with respect to Beneficial Ownership of Common Stock in violation of the Procedures, including the notice requirements,

the person or entity making such declaration shall be required to file an amended tax return revoking such declaration and any related deduction to appropriately reflect that such declaration is void *ab initio*.

6. Pending the Final Hearing on [_____], 2020, any person or entity subject to the Procedures (*e.g.*, any person who is a Substantial Shareholder or would become a Substantial Shareholder and any person who is or becomes a 50-Percent Shareholder) may file a motion and request an emergency hearing to obtain relief from this Interim Order. The Court may consider any such request for emergency relief on less than twenty-four hours' notice.

7. The Debtors may retroactively or prospectively waive any and all restrictions, stays, and notification procedures set forth in the Procedures.

8. To the extent that this Interim Order is inconsistent with any prior order or pleading with respect to the Motion in these chapter 11 cases (not including the DIP Order (as defined below)), the terms of this Interim Order shall govern.

9. Notwithstanding anything to the contrary in this Interim Order, any payment made or action taken by any of the Debtors pursuant to the authority granted in this Interim 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 Interim Order, the terms of the DIP Order shall control.

10. The requirements set forth in this Interim Order are in addition to the requirements of all applicable law and do not excuse compliance therewith.

11. Notwithstanding the relief granted in this Interim Order and any actions taken pursuant to such relief, nothing in this Interim 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 Interim 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 Interim 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.

12. The contents of the Motion satisfy the requirements of Bankruptcy Rule 6003(b).

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

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

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

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

Dated: _____, 2020
Houston, Texas

UNITED STATES BANKRUPTCY JUDGE

Annex 1

**Procedures for Transfers of and Declarations of
Worthlessness with Respect to Beneficial Ownership of Common Stock**

**PROCEDURES FOR TRANSFERS OF AND DECLARATIONS
OF WORTHLESSNESS WITH RESPECT TO COMMON STOCK**

The following procedures apply to transfers of Common Stock:¹

- a. Any person or entity (as defined in section 101(15) of the Bankruptcy Code) who currently is or becomes a Substantial Shareholder (as defined herein) must file with the Court, and serve upon: (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 Street, Suite 1900, Houston, Texas 77010, Attn: Matthew D. Cavanaugh and Victoria Argeroplos; (iv) the United States Trustee for the Southern District of Texas, 515 Rusk Street, 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 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, Emmet, Marvin & Martin, LLP, 120 Broadway, 32nd Floor, New York, New York 1027 1, Attn: Elizabeth M. Clark; and (ix) to the extent not listed herein, those parties requesting notice pursuant to Bankruptcy Rule 20002 (collectively, the "Notice Parties"), a declaration of such status, substantially in the form of Annex 1A attached to these Procedures (each, a "Declaration of Status as a Substantial Shareholder"), on or before the later of (A) twenty calendar days after the date of the Notice of Interim Order (as defined herein), or (B) ten calendar days after becoming a Substantial Shareholder; *provided* that, for the avoidance of doubt, the other procedures set forth herein shall apply to any Substantial Shareholder even if no Declaration of Status as a Substantial Shareholder has been filed.
- b. Prior to effectuating any transfer of Beneficial Ownership of Common Stock that would result in an increase in the amount of Common Stock of which a Substantial Shareholder has Beneficial Ownership or would result in an entity or individual becoming a Substantial Shareholder, the parties to such transaction must file with the Court, and serve upon the Notice Parties, an advance written declaration of the intended transfer of Common Stock,

¹ Capitalized terms used but not otherwise defined herein have the meanings ascribed to them in the Motion.

substantially in the form of **Annex 1B** attached to these Procedures (each, a “Declaration of Intent to Accumulate Common Stock”).

- c. Prior to effectuating any transfer of Beneficial Ownership of Common Stock that would result in a decrease in the amount of Common Stock of which a Substantial Shareholder has Beneficial Ownership or would result in an entity or individual ceasing to be a Substantial Shareholder, the parties to such transaction must file with the Court, and serve upon the Notice Parties, an advance written declaration of the intended transfer of Common Stock, substantially in the form of **Annex 1C** attached to these Procedures (each, a “Declaration of Intent to Transfer Common Stock,” and together with a Declaration of Intent to Accumulate Common Stock, each a “Declaration of Proposed Transfer”).
- d. The Debtors shall have twenty calendar days after receipt of a Declaration of Proposed Transfer to file with the Court and serve on such Substantial Shareholder or potential Substantial Shareholder an objection to any proposed transfer of Beneficial Ownership of Common Stock described in the Declaration of Proposed Transfer on the grounds that such transfer might adversely affect the Debtors’ ability to utilize their Tax Attributes. If the Debtors timely file an objection, such transaction will remain ineffective unless such objection is withdrawn by the Debtors or such transaction is approved by a final and non-appealable order of the Court. If the Debtors do not object within such 20-day period, such transaction can proceed solely as set forth in the Declaration of Proposed Transfer. Further transactions within the scope of this paragraph must be the subject of additional notices in accordance with the procedures set forth herein, with an additional 20-day waiting period for each Declaration of Proposed Transfer.
- e. For purposes of these Procedures a “Substantial Shareholder” is any entity or individual that has direct or indirect Beneficial Ownership of at least 2,200,494 shares of Common Stock (representing approximately 4.5 percent of all issued and outstanding shares of Common Stock).²

Procedures for Declarations of Worthlessness of Common Stock

- a. Any person or entity that currently is or becomes a 50-Percent Shareholder³ must file with the Court and serve upon the Notice Parties a declaration of such status as a 50-Percent Shareholder, substantially in the form attached to these Procedures as **Annex 1D** (each, a “Declaration of Status as a

² Based on approximately 48,899,867 shares of Common Stock outstanding for purposes of section 382 of the IRC as of the Petition Date.

³ For purposes of the Procedures, a “50-Percent Shareholder” is any person or entity that at any time since December 31, 2016, has owned Beneficial Ownership of 50 percent or more of the Common Stock of the Debtors (determined in accordance with section 382(g)(4)(D) of the IRC and the applicable Treasury Regulations thereunder).

50-Percent Shareholder”), on or before the later of (i) twenty calendar days after the date of the Notice of Interim Order, and (ii) ten calendar days after becoming a 50-Percent Shareholder; *provided* that, for the avoidance of doubt, the other procedures set forth herein shall apply to any 50-Percent Shareholder even if no Declaration of Status as a 50-Percent Shareholder has been filed.

- b. Prior to filing any federal or state tax return, or any amendment to such a return, or taking any other action that claims any deduction for worthlessness of Beneficial Ownership of Common Stock for a taxable year ending before the Debtors’ emergence from chapter 11 protection, such 50-Percent Shareholder must file with the Court and serve upon the Notice Parties a declaration of intent to claim a worthless stock deduction (a “Declaration of Intent to Claim a Worthless Stock Deduction”), substantially in the form attached to the Procedures as **Annex 1E**.
 - i. The Debtors shall have twenty calendar days after receipt of a Declaration of Intent to Claim a Worthless Stock Deduction to file with the Court and serve on such 50-Percent Shareholder an objection to any proposed claim of worthlessness described in the Declaration of Intent to Claim a Worthless Stock Deduction on the grounds that such claim might adversely affect the Debtors’ ability to utilize their Tax Attributes.
 - ii. If the Debtors timely object, the filing of the tax return or amendment thereto with such claim will not be permitted unless approved by a final and non-appealable order of the Court, unless the Debtors withdraw such objection.
 - iii. If the Debtors do not object within such 20-day period, the filing of the return or amendment with such claim will be permitted solely as described in the Declaration of Intent to Claim a Worthless Stock Deduction. Additional returns and amendments within the scope of this section must be the subject of additional notices as set forth herein, with an additional 20-day waiting period. To the extent that the Debtors receive an appropriate Declaration of Intent to Claim a Worthless Stock Deduction and determine in their business judgment not to object, they shall provide notice of that decision as soon as is reasonably practicable to any statutory committee(s) appointed in these chapter 11 cases.

Notice Procedures

- a. No later than two business days following entry of the Interim Order, the Debtors shall serve a notice by first class mail, substantially in the form of **Annex 1F** attached to these Procedures (the “Notice of Interim Order”), on: (i) the United States Trustee for the Southern District of Texas; (ii) the

holders of the 30 largest unsecured claims against the Debtors (on a consolidated basis); (iii) the Internal Revenue Service; (iv) the United States Securities and Exchange Commission; (v) the Prepetition ABL Agent and the DIP Agent; (vi) any official committees appointed in these chapter 11 cases; (vii) the Office of the United States Attorney for the Southern District of Texas; (viii) the state attorneys general for states in which the Debtors conduct business; (ix) the registered and nominee holders of the Common Stock (with instructions to serve down to the beneficial holders of Common Stock, as applicable); (x) known beneficial holders of common stock; (xi) any other parties served with notice of the motion; and (xii) any party who has entered a notice of appearance in this case. Additionally, no later than two business days following entry of the Final Order, the Debtors shall serve a Notice of Interim Order modified to reflect that the Final Order has been entered (as modified, the “Notice of Final Order”) on the same entities that received the Notice of Interim Order.

- b. All registered and nominee holders of Common Stock shall be required to serve the Notice of Interim Order or Notice of Final Order, as applicable, on any holder for whose benefit such registered or nominee holder holds such Common Stock down the chain of ownership for all such holders of Common Stock.
- c. Any entity, individual or broker or agent acting on such entity’s or individual’s behalf who sells Common Stock to another entity shall be required to serve a copy of the Notice of Interim Order or Notice of Final Order, as applicable, on such purchaser of such Common Stock, or any broker or agent acting on such purchaser’s behalf.
- d. As soon as is practicable following entry of the Interim Order, the Debtors shall (i) submit a copy of the Notice of Interim Order (modified for publication) for publication in *The New York Times* (national edition); (ii) file a Form 8-K with a reference to the entry of the Interim Order; and (iii) post the notice of the website for Debtors’ noticing agent, <http://cases.primeclerk.com/TailoredBrands>.
- e. To the extent confidential information is required in any declaration described in these Procedures, such confidential information may be filed and served in redacted form; *provided* that any such declarations served on the Debtors **shall not** be in redacted form. The Debtors shall keep all information provided in such declarations strictly confidential and shall not disclose the contents thereof to any person except (i) to the extent necessary to respond to a petition or objection filed with the Court; (ii) to the extent otherwise required by law; or (iii) to the extent that the information contained therein is already public; *provided* that the Debtors may disclose the contents thereof to their professional advisors, who shall keep all such notices strictly confidential and shall not disclose the contents thereof to any other person, subject to further Court order. To the extent confidential

information is necessary to respond to a petitioner objection filed with the Court, such confidential information shall be filed under seal or in a redacted form.

Annex 1A

Declaration of Status as a Substantial Shareholder

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

In re:

TAILORED BRANDS, INC., *et al.*,¹

Debtors.

)
) Chapter 11
)
) Case No. 20-33900 (MI)
)
) (Joint Administration Requested)
)
) **Re: Docket No. _____**

DECLARATION OF STATUS AS A SUBSTANTIAL SHAREHOLDER²

PLEASE TAKE NOTICE that the undersigned party is/has become a Substantial Shareholder with respect to the common stock of Tailored Brands, Inc. or of any Beneficial Ownership therein (the “Common Stock”). Tailored Brands, Inc. is a debtor and debtor in possession in Case No. 20-33900 (MI) pending in the United States Bankruptcy Court for the Southern District of Texas (the “Court”).

PLEASE TAKE FURTHER NOTICE that, as of _____, 2020, the undersigned party currently has Beneficial Ownership of _____ shares of Common Stock. The following

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 For purposes of these Procedures: (i) a “Substantial Shareholder” is any entity or individual that has Beneficial Ownership of at least 2,200,494 shares of Common Stock (representing approximately 4.5 percent of all issued and outstanding shares of Common Stock); (ii) “Beneficial Ownership” will be determined in accordance with the applicable rules of sections 382 and 383 of the Internal Revenue Code of 1986, 26 U.S.C. §§ 1–9834, as amended, and the Treasury Regulations thereunder (other than Treasury Regulations section 1.382-2T(h)(2)(i)(A)), and includes direct, indirect, and constructive ownership (*e.g.*, (1) a holding company would be considered to beneficially own all equity securities owned by its subsidiaries, (2) a partner in a partnership would be considered to beneficially own its proportionate share of any equity securities owned by such partnership, (3) an individual and such individual’s family members may be treated as one individual, (4) persons and entities acting in concert to make a coordinated acquisition of equity securities may be treated as a single entity, and (5) a holder would be considered to beneficially own equity securities that such holder has an Option to acquire). An “Option” to acquire stock includes all interests described in Treasury Regulations section 1.382-4(d)(9), including any contingent purchase right, warrant, convertible debt, put, call, stock subject to risk of forfeiture, contract to acquire stock, or similar interest, regardless of whether it is contingent or otherwise not currently exercisable.

table sets forth the date(s) on which the undersigned party acquired Beneficial Ownership of such Common Stock:

Number of Shares	Date Acquired

(Attach additional page or pages if necessary)

PLEASE TAKE FURTHER NOTICE that the last four digits of the taxpayer identification number of the undersigned party are _____.

PLEASE TAKE FURTHER NOTICE that, pursuant to that certain *Interim Order Approving Notification and Hearing Procedures for Certain Transfers of and Declarations of Worthlessness with Respect to Common Stock* [Docket No. ____] (the “Order”), this declaration (this “Declaration”) is being filed with the Court and served upon the Notice Parties (as defined in the Order).

PLEASE TAKE FURTHER NOTICE that, pursuant to 28 U.S.C. § 1746, under penalties of perjury, the undersigned party hereby declares that he or she has examined this Declaration and accompanying attachments (if any), and, to the best of his or her knowledge and belief, this Declaration and any attachments hereto are true, correct, and complete.

Respectfully submitted,

(Name of Substantial Shareholder)

By:

Name: _____

Address: _____

Telephone: _____

Facsimile: _____

Dated: _____, 2020

_____, _____

(City)

(State)

Annex 1B

Declaration of Intent to Accumulate Common Stock

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

In re:

TAILORED BRANDS, INC., *et al.*,¹

Debtors.

)
) Chapter 11
)
) Case No. 20-33900 (MI)
)
) (Joint Administration Requested)
)
) **Re: Docket No. _____**

DECLARATION OF INTENT TO ACCUMULATE COMMON STOCK²

PLEASE TAKE NOTICE that the undersigned party hereby provides notice of its intention to purchase, acquire, or otherwise accumulate (the “Proposed Transfer”) one or more shares of common stock of Tailored Brands, Inc. or of any Beneficial Ownership therein (the “Common Stock”). Tailored Brands, Inc. is a debtor and debtor in possession in Case No. 20-33900 (MI) pending in the United States Bankruptcy Court for the Southern District of Texas (the “Court”).

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 For purposes of these Procedures: (i) a “Substantial Shareholder” is any entity or individual that has Beneficial Ownership of at least 2,200,494 shares of Common Stock (representing approximately 4.5 percent of all issued and outstanding shares of Common Stock); (ii) “Beneficial Ownership” will be determined in accordance with the applicable rules of sections 382 and 383 of the Internal Revenue Code of 1986, 26 U.S.C. §§ 1–9834, as amended, and the Treasury Regulations thereunder (other than Treasury Regulations section 1.382-2T(h)(2)(i)(A)), and includes direct, indirect, and constructive ownership (*e.g.*, (1) a holding company would be considered to beneficially own all equity securities owned by its subsidiaries, (2) a partner in a partnership would be considered to beneficially own its proportionate share of any equity securities owned by such partnership, (3) an individual and such individual’s family members may be treated as one individual, (4) persons and entities acting in concert to make a coordinated acquisition of equity securities may be treated as a single entity, and (5) a holder would be considered to beneficially own equity securities that such holder has an Option to acquire). An “Option” to acquire stock includes all interests described in Treasury Regulations section 1.382-4(d)(9), including any contingent purchase right, warrant, convertible debt, put, call, stock subject to risk of forfeiture, contract to acquire stock, or similar interest, regardless of whether it is contingent or otherwise not currently exercisable.

PLEASE TAKE FURTHER NOTICE that, if applicable, on _____, 2020, the undersigned party filed a Declaration of Status as a Substantial Shareholder with the Court and served copies thereof as set forth therein.

PLEASE TAKE FURTHER NOTICE that the undersigned party currently has Beneficial Ownership of _____ shares of Common Stock.

PLEASE TAKE FURTHER NOTICE that, pursuant to the Proposed Transfer, the undersigned party proposes to purchase, acquire, or otherwise accumulate Beneficial Ownership of _____ shares of Common Stock or an Option with respect to _____ shares of Common Stock. If the Proposed Transfer is permitted to occur, the undersigned party will have Beneficial Ownership of _____ shares of Common Stock.

PLEASE TAKE FURTHER NOTICE that the last four digits of the taxpayer identification number of the undersigned party are _____.

PLEASE TAKE FURTHER NOTICE that, pursuant to that certain *Interim Order Approving Notification and Hearing Procedures for Certain Transfers of and Declarations of Worthlessness with Respect to Common Stock* [Docket No. [___]] (the “Order”), this declaration (this “Declaration”) is being filed with the Court and served upon the Notice Parties (as defined in the Order).

PLEASE TAKE FURTHER NOTICE that, pursuant to the Order, the undersigned party acknowledges that it is prohibited from consummating the Proposed Transfer unless and until the undersigned party complies with the Procedures set forth therein.

PLEASE TAKE FURTHER NOTICE that the Debtors have twenty calendar days after receipt of this Declaration to object to the Proposed Transfer described herein. If the Debtors timely file an objection, such Proposed Transfer will remain ineffective unless such objection is

withdrawn by the Debtors or such transaction is approved by a final and non-appealable order of the Court. If the Debtors do not object within such 20-day period, then after expiration of such period the Proposed Transfer may proceed solely as set forth in this Declaration.

PLEASE TAKE FURTHER NOTICE that any further transactions contemplated by the undersigned party that may result in the undersigned party purchasing, acquiring, or otherwise accumulating Beneficial Ownership of additional shares of Common Stock will each require an additional notice filed with the Court to be served in the same manner as this Declaration.

PLEASE TAKE FURTHER NOTICE that, pursuant to 28 U.S.C. § 1746, under penalties of perjury, the undersigned party hereby declares that he or she has examined this Declaration and accompanying attachments (if any), and, to the best of his or her knowledge and belief, this Declaration and any attachments hereto are true, correct, and complete.

Respectfully submitted,

(Name of Declarant)

By:

Name: _____

Address: _____

Telephone: _____

Facsimile: _____

Dated: _____, 20__

_____, _____

(City)

(State)

Annex 1C

Declaration of Intent to Transfer Common Stock

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

In re:

TAILORED BRANDS, INC., *et al.*,¹

Debtors.

)
) Chapter 11
)
) Case No. 20-33900 (MI)
)
) (Joint Administration Requested)
)
) **Re: Docket No. _____**

DECLARATION OF INTENT TO TRANSFER COMMON STOCK²

PLEASE TAKE NOTICE that the undersigned party hereby provides notice of its intention to sell, trade, or otherwise transfer (the “Proposed Transfer”) one or more shares of common stock of Tailored Brands, Inc., or of any Beneficial Ownership therein (the “Common Stock”). Tailored Brands, Inc., is a debtor and debtor in possession in Case No. 20-33900 (MI) pending in the United States Bankruptcy Court for the Southern District of Texas (the “Court”).

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 For purposes of these Procedures: (i) a “Substantial Shareholder” is any entity or individual that has Beneficial Ownership of at least 2,200,494 shares of Common Stock (representing approximately 4.5 percent of all issued and outstanding shares of Common Stock) ; (ii) “Beneficial Ownership” will be determined in accordance with the applicable rules of sections 382 and 383 of the Internal Revenue Code of 1986, 26 U.S.C. §§ 1–9834, as amended, and the Treasury Regulations thereunder (other than Treasury Regulations section 1.382-2T(h)(2)(i)(A)), and includes direct, indirect, and constructive ownership (*e.g.*, (1) a holding company would be considered to beneficially own all equity securities owned by its subsidiaries, (2) a partner in a partnership would be considered to beneficially own its proportionate share of any equity securities owned by such partnership, (3) an individual and such individual’s family members may be treated as one individual, (4) persons and entities acting in concert to make a coordinated acquisition of equity securities may be treated as a single entity, and (5) a holder would be considered to beneficially own equity securities that such holder has an Option to acquire). An “Option” to acquire stock includes all interests described in Treasury Regulations section 1.382-4(d)(9), including any contingent purchase right, warrant, convertible debt, put, call, stock subject to risk of forfeiture, contract to acquire stock, or similar interest, regardless of whether it is contingent or otherwise not currently exercisable.

PLEASE TAKE FURTHER NOTICE that, if applicable, on _____, 2020, the undersigned party filed a Declaration of Status as a Substantial Shareholder with the Court and served copies thereof as set forth therein.

PLEASE TAKE FURTHER NOTICE that the undersigned party currently has Beneficial Ownership of _____ shares of Common Stock.

PLEASE TAKE FURTHER NOTICE that, pursuant to the Proposed Transfer, the undersigned party proposes to sell, trade, or otherwise transfer Beneficial Ownership of _____ shares of Common Stock or an Option with respect to _____ shares of Common Stock. If the Proposed Transfer is permitted to occur, the undersigned party will have Beneficial Ownership of _____ shares of Common Stock.

PLEASE TAKE FURTHER NOTICE that the last four digits of the taxpayer identification number of the undersigned party are _____.

PLEASE TAKE FURTHER NOTICE that, pursuant to that certain *Interim Order Approving Notification and Hearing Procedures for Certain Transfers of and Declarations of Worthlessness with Respect to Common Stock* [Docket No. ____] (the “Order”), this declaration (this “Declaration”) is being filed with the Court and served upon the Notice Parties (as defined in the Order).

PLEASE TAKE FURTHER NOTICE that, pursuant to the Order, the undersigned party acknowledges that it is prohibited from consummating the Proposed Transfer unless and until the undersigned party complies with the Procedures set forth therein.

PLEASE TAKE FURTHER NOTICE that the Debtors have twenty calendar days after receipt of this Declaration to object to the Proposed Transfer described herein. If the Debtors timely file an objection, such Proposed Transfer will remain ineffective unless such objection is

withdrawn by the Debtors or such transaction is approved by a final and non-appealable order of the Court. If the Debtors do not object within such 20-day period, then after expiration of such period the Proposed Transfer may proceed solely as set forth in this Declaration.

PLEASE TAKE FURTHER NOTICE that any further transactions contemplated by the undersigned party that may result in the undersigned party selling, trading, or otherwise transferring Beneficial Ownership of additional shares of Common Stock will each require an additional notice filed with the Court to be served in the same manner as this Declaration.

PLEASE TAKE FURTHER NOTICE that, pursuant to 28 U.S.C. § 1746, under penalties of perjury, the undersigned party hereby declares that he or she has examined this Declaration and accompanying attachments (if any), and, to the best of his or her knowledge and belief, this Declaration and any attachments hereto are true, correct, and complete.

Respectfully submitted,

(Name of Declarant)

By:

Name: _____

Address: _____

Telephone: _____

Facsimile: _____

Dated: _____, 20__

_____, _____

(City)

(State)

Annex 1D

Declaration of Status as a 50-Percent Shareholder

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

In re:	)	
	)	Chapter 11
	)	
TAILORED BRANDS, INC., <i>et al.</i> , ¹	)	Case No. 20-33900 (MI)
	)	
Debtors.	)	(Joint Administration Requested)
	)	
	)	Re: Docket No. _____

DECLARATION OF STATUS AS A 50-PERCENT SHAREHOLDER²

PLEASE TAKE NOTICE that the undersigned party is/has become a 50-Percent Shareholder with respect to the common stock of Tailored Brands, Inc., or of any Beneficial Ownership therein (the “Common Stock”). Tailored Brands, Inc. is a debtor and debtor in possession in Case No. 20-33900 (MI) pending in the United States Bankruptcy Court for the Southern District of Texas (the “Court”).

PLEASE TAKE FURTHER NOTICE that, as of _____, 2020, the undersigned party currently has Beneficial Ownership of _____ shares of Common Stock. The following table

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 For purposes of this Declaration: (i) a “50-Percent Shareholder” is any person or entity that at any time since December 31, 2016, has had Beneficial Ownership of 50 percent or more of the Common Stock (determined in accordance with section 382(g)(4)(D) of the Internal Revenue Code of 1986, 26 U.S.C. §§ 1–9834, as amended (the “ICR”) and the applicable Treasury Regulations); (ii) “Beneficial Ownership” will be determined in accordance with the applicable rules of sections 382 and 383 of the IRC, and the Treasury Regulations thereunder (other than Treasury Regulations section 1.382-2T(h)(2)(i)(A)) and includes direct, indirect, and constructive ownership (*e.g.*, (1) a holding company would be considered to beneficially own all equity securities owned by its subsidiaries, (2) a partner in a partnership would be considered to beneficially own its proportionate share of any equity securities owned by such partnership, (3) an individual and such individual’s family members may be treated as one individual, (4) persons and entities acting in concert to make a coordinated acquisition of equity securities may be treated as a single entity, and (5) a holder would be considered to beneficially own equity securities that such holder has an Option (as defined herein) to acquire); and (iii) an “Option” to acquire stock includes all interests described in Treasury Regulations section 1.382-4(d)(9), including any contingent purchase right, warrant, convertible debt, put, call, stock subject to risk of forfeiture, contract to acquire stock, or similar interest, regardless of whether it is contingent or otherwise not currently exercisable.

sets forth the date(s) on which the undersigned party acquired Beneficial Ownership of such Common Stock:

Number of Shares	Date Acquired

(Attach additional page or pages if necessary)

PLEASE TAKE FURTHER NOTICE that the last four digits of the taxpayer identification number of the undersigned party are _____.

PLEASE TAKE FURTHER NOTICE that, pursuant to that certain *Interim Order Approving Notification and Hearing Procedures for Certain Transfers of and Declarations of Worthlessness with Respect to Common Stock* (the “Order”), this declaration (this “Declaration”) is being filed with the Court and served upon the Notice Parties (as defined in the Order).

PLEASE TAKE FURTHER NOTICE that, pursuant to 28 U.S.C. § 1746, under penalties of perjury, the undersigned party hereby declares that he or she has examined this Declaration and accompanying attachments (if any), and, to the best of his or her knowledge and belief, this Declaration and any attachments hereto are true, correct, and complete.

Respectfully submitted,

(Name of 50-Percent Shareholder)

By:

Name: _____

Address: _____

Telephone: _____

Facsimile: _____

Dated: _____, 20__

_____, _____

(City)

(State)

Annex 1E

Declaration of Intent to Claim a Worthless Stock Deduction

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

In re:

TAILORED BRANDS, INC., *et al.*,¹

Debtors.

)
) Chapter 11
)
) Case No. 20-33900 (MI)
)
) (Joint Administration Requested)
)
) **Re: Docket No. _____**

DECLARATION OF INTENT TO CLAIM A WORTHLESS STOCK DEDUCTION²

PLEASE TAKE NOTICE that the undersigned party hereby provides notice of its intention to claim a worthless stock deduction (the “Proposed Worthlessness Claim”) with respect to one or more shares of common stock of Tailored Brands, Inc. or of any Beneficial Ownership therein (the “Common Stock”). Tailored Brands, Inc. is a debtor and debtor in possession in Case No. 20-33900 (MI) pending in the United States Bankruptcy Court for the Southern District of Texas (the “Court”).

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 For purposes of this Declaration: (i) a “50-Percent Shareholder” is any person or entity that at any time since December 31, 2016, has had Beneficial Ownership of 50 percent or more of the Common Stock (determined in accordance with section 382(g)(4)(D) of the Internal Revenue Code of 1986, 26 U.S.C. §§ 1–9834, as amended (the “ICR”) and the applicable Treasury Regulations); (ii) “Beneficial Ownership” will be determined in accordance with the applicable rules of sections 382 and 383 of the IRC, and the Treasury Regulations thereunder (other than Treasury Regulations section 1.382-2T(h)(2)(i)(A)) and includes direct, indirect, and constructive ownership (*e.g.*, (1) a holding company would be considered to beneficially own all equity securities owned by its subsidiaries, (2) a partner in a partnership would be considered to beneficially own its proportionate share of any equity securities owned by such partnership, (3) an individual and such individual’s family members may be treated as one individual, (4) persons and entities acting in concert to make a coordinated acquisition of equity securities may be treated as a single entity, and (5) a holder would be considered to beneficially own equity securities that such holder has an Option (as defined herein) to acquire); and (iii) an “Option” to acquire stock includes all interests described in Treasury Regulations section 1.382-4(d)(9), including any contingent purchase right, warrant, convertible debt, put, call, stock subject to risk of forfeiture, contract to acquire stock, or similar interest, regardless of whether it is contingent or otherwise not currently exercisable.

PLEASE TAKE FURTHER NOTICE that, if applicable, on _____, 2020, the undersigned party filed a Declaration of Status as a 50-Percent Shareholder with the Court and served copies thereof as set forth therein.

PLEASE TAKE FURTHER NOTICE that the undersigned party currently has Beneficial Ownership of _____ shares of Common Stock.

PLEASE TAKE FURTHER NOTICE that, pursuant to the Proposed Worthlessness Claim, the undersigned party proposes to declare that _____ shares of Common Stock became worthless during the tax year ending _____.

PLEASE TAKE FURTHER NOTICE that the last four digits of the taxpayer identification number of the undersigned party are _____.

PLEASE TAKE FURTHER NOTICE that, pursuant to that certain *Interim Order Approving Notification and Hearing Procedures for Certain Transfers of and Declarations of Worthlessness with Respect to Common Stock* [Docket No. ____] (the “Order”), this declaration (this “Declaration”) is being filed with the Court and served upon the Debtors, Kirkland & Ellis LLP, counsel to the Debtors, and the other Notice Parties (as defined in the Order).

PLEASE TAKE FURTHER NOTICE that, pursuant to the Order, the undersigned party acknowledges that the Debtors have twenty calendar days after receipt of this Declaration to object to the Proposed Worthlessness Claim described herein. If the Debtors timely file an objection, such Proposed Worthlessness Claim will not be effective unless such objection is withdrawn by the Debtors or such action is approved by a final and non-appealable order of the Bankruptcy Court. If the Debtors do not object within such 20-day period, then after expiration of such period the Proposed Worthlessness Claim may proceed solely as set forth in this Declaration.

PLEASE TAKE FURTHER NOTICE that any further claims of worthlessness contemplated by the undersigned party will each require an additional notice filed with the Court to be served in the same manner as this Declaration and are subject to an additional 20-day waiting period.

PLEASE TAKE FURTHER NOTICE that, pursuant to 28 U.S.C. § 1746, under penalties of perjury, the undersigned party hereby declares that he or she has examined this Declaration and accompanying attachments (if any), and, to the best of his or her knowledge and belief, this Declaration and any attachments hereto are true, correct, and complete.

Respectfully submitted,

(Name of Declarant)

By:

Name: _____

Address: _____

Telephone: _____

Facsimile: _____

Dated: _____, 20__

_____, _____

(City)

(State)

Annex 1F

Notice of Interim Order

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

In re:

TAILORED BRANDS, INC., *et al.*,¹

Debtors.

)
) Chapter 11
)
) Case No. 20-33900 (MI)
)
) (Joint Administration Requested)
)
) **Re: Docket No. _____**

**NOTICE OF INTERIM ORDER (I) APPROVING NOTIFICATION AND HEARING
PROCEDURES FOR CERTAIN TRANSFERS OF AND DECLARATIONS OF WORTH
WORTHLESSNESS WITH RESPECT TO COMMON STOCK, AND (II) SCHEDULING
A FINAL HEARING ON THE APPLICATION THEREOF**

**TO: ALL ENTITIES (AS DEFINED BY SECTION 101(15) OF THE BANKRUPTCY
CODE) THAT MAY HOLD BENEFICIAL OWNERSHIP OF COMMON STOCK OF
TAILORED BRANDS, INC. (THE “COMMON STOCK”):**

PLEASE TAKE NOTICE that, on August 2, 2020 (the “Petition Date”), the above-captioned debtors and debtors in possession (collectively, the “Debtors”) filed petitions with the United States Bankruptcy Court for the Southern District of Texas (the “Court”) under chapter 11 of title 11 of the United States Code (the “Bankruptcy Code”). Subject to certain exceptions, section 362 of the Bankruptcy Code operates as a stay of any act to obtain possession of property of or from the Debtors’ estates or to exercise control over property of or from the Debtors’ estates.

PLEASE TAKE FURTHER NOTICE that on the Petition Date, the Debtors filed the *Debtors’ Emergency Motion Seeking Entry of Interim and Final Orders Approving Notification*

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.

and Hearing Procedures for Certain Transfers of and Declarations of Worthlessness with Respect to Common Stock [Docket No. [___]] (the “Motion”).

PLEASE TAKE FURTHER NOTICE that on [____], 2020, the Court entered the *Interim Order Approving Notification and Hearing Procedures for Certain Transfers of and Declarations of Worthlessness with Respect to Common Stock* [Docket No. [___]] (the “Order”) approving procedures for certain transfers of and declarations of worthlessness with respect to Common Stock, set forth in **Annex 1** attached to the Order (the “Procedures”).²

PLEASE TAKE FURTHER NOTICE that, pursuant to the Order, a Substantial Shareholder may not consummate any purchase, sale, or other transfer of Common Stock or Beneficial Ownership of Common Stock in violation of the Procedures, any such transaction in violation of the Procedures shall be null and void *ab initio*, and certain remedial actions (including mandatory purchases or sales of Common Stock) may be required to restore the status quo.

PLEASE TAKE FURTHER NOTICE that, pursuant to the Order, the Procedures shall apply to the holding and transfers of Common Stock or any Beneficial Ownership therein by a Substantial Shareholder or someone who may become a Substantial Shareholder.

PLEASE TAKE FURTHER NOTICE that, pursuant to the Order, a 50-Percent Shareholder may not claim a worthless stock deduction with respect to Common Stock or Beneficial Ownership of Common Stock, in violation of the Procedures, any such deduction in violation of the Procedures shall be null and void *ab initio*, and the 50-Percent Shareholder shall be required to file an amended tax return revoking such proposed deduction.

² Capitalized terms used but not otherwise defined herein have the meanings ascribed to them in the Order or the Motion, as applicable.

PLEASE TAKE FURTHER NOTICE that, upon the request of any person or entity, the proposed notice, claims, and solicitation agent for the Debtors, Prime Clerk LLC, will provide a copy of the Order and a form of each of the declarations required to be filed by the Procedures in a reasonable period of time. Such declarations are also available via PACER on the Court's website at <https://ecf.txsb.uscourts.gov> for a fee, or free of charge by accessing the Debtors' restructuring website at <http://cases.primeclerk.com/TailoredBrands>.

PLEASE TAKE FURTHER NOTICE that the final hearing (the "Final Hearing") on the Motion shall be held on _____, 2020, at __:___.m., prevailing Central Time. Any objections or responses to entry of a final order on the Motion shall be filed on or before 4:00 p.m., prevailing Central Time, on _____, 2020, and shall be served on: (a) the Debtors 6100 Stevenson Boulevard, Fremont, California 94538, Attn: A. Alexander Rhodes; (b) 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; (c) proposed co-counsel to the Debtors, Jackson Walker LLP, 1401 McKinney Street, Suite 1900, Houston, Texas 77010, Attn: Matthew D. Cavanaugh and Victoria Argeroplos; (d) the United States Trustee for the Southern District of Texas, 515 Rusk Street, Suite 3516, Houston Texas 77002, Attn: Hector Duran and Stephen Statham; (e) counsel to any statutory committee appointed in these chapter 11 cases; (f) counsel to the Prepetition ABL Agent and the DIP Agent, (i) Morgan Lewis & Bockius LLP, One Federal Street, Boston, Massachusetts 02110, Attn: Matthew F. Furlong, Julia Frost-Davies and Christopher L. Carter, and (ii) Winstead PC, 600 Travis Street, Suite 5200, Houston, Texas 77002, Attn: Sean Davis; (g) counsel to 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; (h) counsel to the indenture trustee for The Men's Wearhouse,

Inc. 7.00% Senior Notes due 2022, Emmet, Marvin & Martin, LLP, 120 Broadway, 32nd Floor, New York, New York 1027 1, Attn: Elizabeth M. Clark; and (i) to the extent not listed herein, those parties requesting notice pursuant to Bankruptcy Rule 20002. In the event no objections to entry of the Final Order on the Motion are timely received, the Court may enter such Final Order without need for the Final Hearing.

PLEASE TAKE FURTHER NOTICE that failure to follow the Procedures set forth in the Order shall constitute a violation of, among other things, the automatic stay provisions of Section 362 of the Bankruptcy Code.

PLEASE TAKE FURTHER NOTICE that any prohibited purchase, sale, other transfer of, or declaration of worthlessness with respect to Common Stock, beneficial ownership thereof, or option with respect thereto in violation of the order is prohibited and shall be null and void *ab initio* and may be subject to additional sanctions as this court may determine.

PLEASE TAKE FURTHER NOTICE that the requirements set forth in the Order are in addition to the requirements of applicable law and do not excuse compliance therewith.

Houston, Texas
[●], 2020

/s/

Matthew D. Cavanaugh (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*

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

In re:

TAILORED BRANDS, INC., *et al.*,¹

Debtors.

)
) Chapter 11
)
) Case No. 20-33900 (MI)
)
) (Joint Administration Requested)
)
) **Re: Docket No. _____**

**FINAL ORDER APPROVING NOTIFICATION AND
HEARING PROCEDURES FOR CERTAIN TRANSFERS OF AND
DECLARATIONS OF WORTHLESSNESS WITH RESPECT TO COMMON STOCK**

Upon the motion (the “Motion”)² of the above-captioned debtors and debtors in possession (collectively, the “Debtors”) for entry of a final order (this “Final Order”) (a) approving the Procedures related to transfers of Beneficial Ownership of and declarations of worthlessness with respect to Common Stock, (b) directing that any purchase, sale, other transfer of, or declaration of worthlessness with respect to, Common Stock in violation of the Procedures shall be null and void *ab initio*, and (c) 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

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.

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:

1. The Procedures, as set forth in Annex 1 attached hereto, are approved.
2. Any transfer of or declaration of worthlessness with respect to Beneficial Ownership of Common Stock in violation of the Procedures, including but not limited to the notice requirements, shall be null and void *ab initio*.
3. In the case of any such transfer of Beneficial Ownership of Common Stock in violation of the Procedures, including but not limited to the notice requirements, the person or entity making such transfer shall be required to take remedial actions specified by the Debtors, which may include the actions specified in Private Letter Ruling 201010009 (Dec. 4, 2009), to appropriately reflect that such transfer is null and void *ab initio*.
4. In the case of any such declaration of worthlessness with respect to Beneficial Ownership of Common Stock in violation of the Procedures, including the notice requirements, the person or entity making such declaration shall be required to file an amended tax return revoking such declaration and any related deduction to appropriately reflect that such declaration is void *ab initio*.
5. The Debtors may retroactively or prospectively waive any and all restrictions, stays, and notification procedures set forth in the Procedures.

6. To the extent that this Final Order is inconsistent with any prior order or pleading with respect to the Motion in these chapter 11 cases (not including the DIP Order (as defined below)), the terms of this Final Order shall govern.

7. Notwithstanding anything contrary in this Final Order, any payment made or action taken by any Debtors pursuant to the authority granted in this Final 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 Final Order, the terms of the DIP Order shall control.

8. Nothing herein shall preclude any person desirous of acquiring Common Stock from requesting relief from this Final Order from this Court, subject to the Debtors' rights to oppose such relief.

9. The requirements set forth in this Final Order are in addition to the requirements of applicable law and do not excuse compliance therewith.

10. Notwithstanding the relief granted in this Final Order and any actions taken pursuant to such relief, nothing in this Final 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 Final 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 requested authorized in this Final 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.

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

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

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

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

Dated: _____, 2020
Houston, Texas

UNITED STATES BANKRUPTCY JUDGE

Annex 1

**Procedures for Transfers of and Declarations of
Worthlessness with Respect to Beneficial Ownership of Common Stock**

**PROCEDURES FOR TRANSFERS OF AND DECLARATIONS
OF WORTHLESSNESS WITH RESPECT TO COMMON STOCK**

The following procedures apply to transfers of Common Stock:¹

- a. Any person or entity (as defined in section 101(15) of the Bankruptcy Code) who currently is or becomes a Substantial Shareholder (as defined herein) must file with the Court, and serve upon: (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 Street, Suite 1900, Houston, Texas 77010, Attn: Matthew D. Cavanaugh and Victoria Argeroplos; (iv) the United States Trustee for the Southern District of Texas, 515 Rusk Street, 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 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, Emmet, Marvin & Martin, LLP, 120 Broadway, 32nd Floor, New York, New York 1027 1, Attn: Elizabeth M. Clark; and (ix) to the extent not listed herein, those parties requesting notice pursuant to Bankruptcy 20002 (collectively, the "Notice Parties"), a declaration of such status, substantially in the form of **Annex 1A** attached to these Procedures (each, a "Declaration of Status as a Substantial Shareholder"), on or before the later of (A) twenty calendar days after the date of the Notice of Interim Order (as defined herein), or (B) ten calendar days after becoming a Substantial Shareholder; *provided* that, for the avoidance of doubt, the other procedures set forth herein shall apply to any Substantial Shareholder even if no Declaration of Status as a Substantial Shareholder has been filed.
- b. Prior to effectuating any transfer of Beneficial Ownership of Common Stock that would result in an increase in the amount of Common Stock of which a Substantial Shareholder has Beneficial Ownership or would result in an entity or individual becoming a Substantial Shareholder, the parties to such transaction must file with the Court, and serve upon the Notice Parties, an advance written declaration of the intended transfer of Common Stock,

¹ Capitalized terms used but not otherwise defined herein have the meanings ascribed to them in the Motion.

substantially in the form of **Annex 1B** attached to these Procedures (each, a “Declaration of Intent to Accumulate Common Stock”).

- c. Prior to effectuating any transfer of Beneficial Ownership of Common Stock that would result in a decrease in the amount of Common Stock of which a Substantial Shareholder has Beneficial Ownership or would result in an entity or individual ceasing to be a Substantial Shareholder, the parties to such transaction must file with the Court, and serve upon the Notice Parties, an advance written declaration of the intended transfer of Common Stock, substantially in the form of **Annex 1C** attached to these Procedures (each, a “Declaration of Intent to Transfer Common Stock,” and together with a Declaration of Intent to Accumulate Common Stock, each a “Declaration of Proposed Transfer”).
- d. The Debtors shall have twenty calendar days after receipt of a Declaration of Proposed Transfer to file with the Court and serve on such Substantial Shareholder or potential Substantial Shareholder an objection to any proposed transfer of Beneficial Ownership of Common Stock described in the Declaration of Proposed Transfer on the grounds that such transfer might adversely affect the Debtors’ ability to utilize their Tax Attributes. If the Debtors timely file an objection, such transaction will remain ineffective unless such objection is withdrawn by the Debtors or such transaction is approved by a final and non-appealable order of the Court. If the Debtors do not object within such 20-day period, such transaction can proceed solely as set forth in the Declaration of Proposed Transfer. Further transactions within the scope of this paragraph must be the subject of additional notices in accordance with the procedures set forth herein, with an additional 20-day waiting period for each Declaration of Proposed Transfer.
- e. For purposes of these Procedures a “Substantial Shareholder” is any entity or individual that has direct or indirect Beneficial Ownership of at least 2,200,494 shares of Common Stock (representing approximately 4.5 percent of all issued and outstanding shares of Common Stock).²

Procedures for Declarations of Worthlessness of Common Stock

- a. Any person or entity that currently is or becomes a 50-Percent Shareholder³ must file with the Court and serve upon the Notice Parties a declaration of such status as a 50-Percent Shareholder, substantially in the form attached to these Procedures as **Annex 1D** (each, a “Declaration of Status as a 50-

² Based on approximately 48,899,867 shares of Common Stock outstanding for purposes of section 382 of the IRC as of the Petition Date.

³ For purposes of the Procedures, a “50-Percent Shareholder” is any person or entity that at any time since December 31, 2016, has owned Beneficial Ownership of 50 percent or more of the Common Stock of the Debtors (determined in accordance with section 382(g)(4)(D) of the IRC and the applicable Treasury Regulations thereunder).

Percent Shareholder”), on or before the later of (i) twenty calendar days after the date of the Notice of Interim Order, and (ii) ten calendar days after becoming a 50-Percent Shareholder; *provided* that, for the avoidance of doubt, the other procedures set forth herein shall apply to any 50-Percent Shareholder even if no Declaration of Status as a 50-Percent Shareholder has been filed.

- b. Prior to filing any federal or state tax return, or any amendment to such a return, or taking any other action that claims any deduction for worthlessness of Beneficial Ownership of Common Stock for a taxable year ending before the Debtors’ emergence from chapter 11 protection, such 50-Percent Shareholder must file with the Court and serve upon the Notice Parties a declaration of intent to claim a worthless stock deduction (a “Declaration of Intent to Claim a Worthless Stock Deduction”), substantially in the form attached to the Procedures as **Annex 1E**.
 - i. The Debtors shall have twenty calendar days after receipt of a Declaration of Intent to Claim a Worthless Stock Deduction to file with the Court and serve on such 50-Percent Shareholder an objection to any proposed claim of worthlessness described in the Declaration of Intent to Claim a Worthless Stock Deduction on the grounds that such claim might adversely affect the Debtors’ ability to utilize their Tax Attributes.
 - ii. If the Debtors timely object, the filing of the tax return or amendment thereto with such claim will not be permitted unless approved by a final and non-appealable order of the Court, unless the Debtors withdraw such objection.
 - iii. If the Debtors do not object within such 20-day period, the filing of the return or amendment with such claim will be permitted solely as described in the Declaration of Intent to Claim a Worthless Stock Deduction. Additional returns and amendments within the scope of this section must be the subject of additional notices as set forth herein, with an additional 20-day waiting period. To the extent that the Debtors receive an appropriate Declaration of Intent to Claim a Worthless Stock Deduction and determine in their business judgment not to object, they shall provide notice of that decision as soon as is reasonably practicable to any statutory committee(s) appointed in these chapter 11 cases.

Notice Procedures

- a. No later than two business days following entry of the Final Order, the Debtors shall serve a notice by first class mail, substantially in the form of **Annex 1F** attached to these Procedures (the “Notice of Final Order”), on: (i) the United States Trustee for the Southern District of Texas; (ii) the

holders of the 30 largest unsecured claims against the Debtors (on a consolidated basis); (iii) the Internal Revenue Service; (iv) the United States Securities and Exchange Commission; (v) the Prepetition ABL Agent and the DIP Agent; (vi) any official committees appointed in these chapter 11 cases; (vii) the Office of the United States Attorney for the Southern District of Texas; (viii) the state attorneys general for states in which the Debtors conduct business; (ix) the registered and nominee holders of the Common Stock (with instructions to serve down to the beneficial holders of Common Stock, as applicable); (x) known beneficial holders of common stock; (xi) any other parties served with notice of the motion; and (xii) any party who has entered a notice of appearance in this case.

- b. All registered and nominee holders of Common Stock shall be required to serve the Notice of Final Order on any holder for whose benefit such registered or nominee holder holds such Common Stock down the chain of ownership for all such holders of Common Stock.
- c. Any entity, individual or broker or agent acting on such entity's or individual's behalf who sells Common Stock to another entity shall be required to serve a copy of the Notice of Final Order on such purchaser of such Common Stock, or any broker or agent acting on such purchaser's behalf.
- d. To the extent confidential information is required in any declaration described in these Procedures, such confidential information may be filed and served in redacted form; *provided* that any such declarations served on the Debtors ***shall not*** be in redacted form. The Debtors shall keep all information provided in such declarations strictly confidential and shall not disclose the contents thereof to any person except (i) to the extent necessary to respond to a petition or objection filed with the Court; (ii) to the extent otherwise required by law; or (iii) to the extent that the information contained therein is already public; *provided* that the Debtors may disclose the contents thereof to their professional advisors, who shall keep all such notices strictly confidential and shall not disclose the contents thereof to any other person, subject to further Court order. To the extent confidential information is necessary to respond to a petitioner objection filed with the Court, such confidential information shall be filed under seal or in a redacted form.

Annex 1A

Declaration of Status as a Substantial Shareholder

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

In re:

TAILORED BRANDS, INC., *et al.*,¹

Debtors.

)
) Chapter 11
)
) Case No. 20-33900 (MI)
)
) (Joint Administration Requested)
)
) **Re: Docket No. _____**

DECLARATION OF STATUS AS A SUBSTANTIAL SHAREHOLDER²

PLEASE TAKE NOTICE that the undersigned party is/has become a Substantial Shareholder with respect to the common stock of Tailored Brands, Inc. or of any Beneficial Ownership therein (the “Common Stock”). Tailored Brands, Inc. is a debtor and debtor in possession in Case No. 20-33900 (MI) pending in the United States Bankruptcy Court for the Southern District of Texas (the “Court”).

PLEASE TAKE FURTHER NOTICE that, as of _____, 2020, the undersigned party currently has Beneficial Ownership of _____ shares of Common Stock. The following

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 For purposes of these Procedures: (i) a “Substantial Shareholder” is any entity or individual that has Beneficial Ownership of at least 2,200,494 shares of Common Stock (representing approximately 4.5 percent of all issued and outstanding shares of Common Stock); (ii) “Beneficial Ownership” will be determined in accordance with the applicable rules of sections 382 and 383 of the Internal Revenue Code of 1986, 26 U.S.C. §§ 1–9834, as amended, and the Treasury Regulations thereunder (other than Treasury Regulations section 1.382-2T(h)(2)(i)(A)), and includes direct, indirect, and constructive ownership (*e.g.*, (1) a holding company would be considered to beneficially own all equity securities owned by its subsidiaries, (2) a partner in a partnership would be considered to beneficially own its proportionate share of any equity securities owned by such partnership, (3) an individual and such individual’s family members may be treated as one individual, (4) persons and entities acting in concert to make a coordinated acquisition of equity securities may be treated as a single entity, and (5) a holder would be considered to beneficially own equity securities that such holder has an Option to acquire). An “Option” to acquire stock includes all interests described in Treasury Regulations section 1.382-4(d)(9), including any contingent purchase right, warrant, convertible debt, put, call, stock subject to risk of forfeiture, contract to acquire stock, or similar interest, regardless of whether it is contingent or otherwise not currently exercisable.

table sets forth the date(s) on which the undersigned party acquired Beneficial Ownership of such Common Stock:

Number of Shares	Date Acquired

(Attach additional page or pages if necessary)

PLEASE TAKE FURTHER NOTICE that the last four digits of the taxpayer identification number of the undersigned party are _____.

PLEASE TAKE FURTHER NOTICE that, pursuant to that certain *Final Order Approving Notification and Hearing Procedures for Certain Transfers of and Declarations of Worthlessness with Respect to Common Stock* [Docket No. ____] (the “Order”), this declaration (this “Declaration”) is being filed with the Court and served upon the Notice Parties (as defined in the Order).

PLEASE TAKE FURTHER NOTICE that, pursuant to 28 U.S.C. § 1746, under penalties of perjury, the undersigned party hereby declares that he or she has examined this Declaration and accompanying attachments (if any), and, to the best of his or her knowledge and belief, this Declaration and any attachments hereto are true, correct, and complete.

Respectfully submitted,

(Name of Substantial Shareholder)

By:

Name: _____

Address: _____

Telephone: _____

Facsimile: _____

Dated: _____, 20____
_____, _____

(City)

(State)

Annex 1B

Declaration of Intent to Accumulate Common Stock

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

In re:

TAILORED BRANDS, INC., *et al.*,¹

Debtors.

)
) Chapter 11
)
) Case No. 20-33900 (MI)
)
) (Joint Administration Requested)
)
) **Re: Docket No. _____**

DECLARATION OF INTENT TO ACCUMULATE COMMON STOCK²

PLEASE TAKE NOTICE that the undersigned party hereby provides notice of its intention to purchase, acquire, or otherwise accumulate (the "Proposed Transfer") one or more shares of common stock of Tailored Brands, Inc. or of any Beneficial Ownership therein (the "Common Stock"). Tailored Brands, Inc. is a debtor and debtor in possession in Case No. 20-33900 (MI) pending in the United States Bankruptcy Court for the Southern District of Texas (the "Court").

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 For purposes of these Procedures: (i) a "Substantial Shareholder" is any entity or individual that has Beneficial Ownership of at least 2,200,494 shares of Common Stock (representing approximately 4.5 percent of all issued and outstanding shares of Common Stock); (ii) "Beneficial Ownership" will be determined in accordance with the applicable rules of sections 382 and 383 of the Internal Revenue Code of 1986, 26 U.S.C. §§ 1-9834, as amended, and the Treasury Regulations thereunder (other than Treasury Regulations section 1.382-2T(h)(2)(i)(A)), and includes direct, indirect, and constructive ownership (*e.g.*, (1) a holding company would be considered to beneficially own all equity securities owned by its subsidiaries, (2) a partner in a partnership would be considered to beneficially own its proportionate share of any equity securities owned by such partnership, (3) an individual and such individual's family members may be treated as one individual, (4) persons and entities acting in concert to make a coordinated acquisition of equity securities may be treated as a single entity, and (5) a holder would be considered to beneficially own equity securities that such holder has an Option to acquire). An "Option" to acquire stock includes all interests described in Treasury Regulations section 1.382-4(d)(9), including any contingent purchase right, warrant, convertible debt, put, call, stock subject to risk of forfeiture, contract to acquire stock, or similar interest, regardless of whether it is contingent or otherwise not currently exercisable.

PLEASE TAKE FURTHER NOTICE that, if applicable, on _____, 2020, the undersigned party filed a Declaration of Status as a Substantial Shareholder with the Court and served copies thereof as set forth therein.

PLEASE TAKE FURTHER NOTICE that the undersigned party currently has Beneficial Ownership of _____ shares of Common Stock.

PLEASE TAKE FURTHER NOTICE that, pursuant to the Proposed Transfer, the undersigned party proposes to purchase, acquire, or otherwise accumulate Beneficial Ownership of _____ shares of Common Stock or an Option with respect to _____ shares of Common Stock. If the Proposed Transfer is permitted to occur, the undersigned party will have Beneficial Ownership of _____ shares of Common Stock.

PLEASE TAKE FURTHER NOTICE that the last four digits of the taxpayer identification number of the undersigned party are _____.

PLEASE TAKE FURTHER NOTICE that, pursuant to that certain *Final Order Approving Notification and Hearing Procedures for Certain Transfers of and Declarations of Worthlessness with Respect to Common Stock* [Docket No. ____] (the “Order”), this declaration (this “Declaration”) is being filed with the Court and served upon the Notice Parties (as defined in the Order).

PLEASE TAKE FURTHER NOTICE that, pursuant to the Order, the undersigned party acknowledges that it is prohibited from consummating the Proposed Transfer unless and until the undersigned party complies with the Procedures set forth therein.

PLEASE TAKE FURTHER NOTICE that the Debtors have twenty calendar days after receipt of this Declaration to object to the Proposed Transfer described herein. If the Debtors timely file an objection, such Proposed Transfer will remain ineffective unless such objection is

withdrawn by the Debtors or such transaction is approved by a final and non-appealable order of the Court. If the Debtors do not object within such 20-day period, then after expiration of such period the Proposed Transfer may proceed solely as set forth in this Declaration.

PLEASE TAKE FURTHER NOTICE that any further transactions contemplated by the undersigned party that may result in the undersigned party purchasing, acquiring, or otherwise accumulating Beneficial Ownership of additional shares of Common Stock will each require an additional notice filed with the Court to be served in the same manner as this Declaration.

PLEASE TAKE FURTHER NOTICE that, pursuant to 28 U.S.C. § 1746, under penalties of perjury, the undersigned party hereby declares that he or she has examined this Declaration and accompanying attachments (if any), and, to the best of his or her knowledge and belief, this Declaration and any attachments hereto are true, correct, and complete.

Respectfully submitted,

(Name of Declarant)

By:

Name: _____

Address: _____

Telephone: _____

Facsimile: _____

Dated: _____, 20__

_____, _____

(City)

(State)

Annex 1C

Declaration of Intent to Transfer Common Stock

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

In re:	)	
	)	Chapter 11
	)	
TAILORED BRANDS, INC., <i>et al.</i> , ¹	)	Case No. 20-33900 (MI)
	)	
Debtors.	)	(Joint Administration Requested)
	)	
	)	Re: Docket No. _____

DECLARATION OF INTENT TO TRANSFER COMMON STOCK²

PLEASE TAKE NOTICE that the undersigned party hereby provides notice of its intention to sell, trade, or otherwise transfer (the “Proposed Transfer”) one or more shares of common stock of Tailored Brands, Inc. or of any Beneficial Ownership therein (the “Common Stock”). Tailored Brands, Inc. is a debtor and debtor in possession in Case No. 20-33900 (MI) pending in the United States Bankruptcy Court for the Southern District of Texas (the “Court”).

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 For purposes of these Procedures: (i) a “Substantial Shareholder” is any entity or individual that has Beneficial Ownership of at least 2,200,494 shares of Common Stock (representing approximately 4.5 percent of all issued and outstanding shares of Common Stock); (ii) “Beneficial Ownership” will be determined in accordance with the applicable rules of sections 382 and 383 of the Internal Revenue Code of 1986, 26 U.S.C. §§ 1–9834, as amended, and the Treasury Regulations thereunder (other than Treasury Regulations section 1.382-2T(h)(2)(i)(A)), and includes direct, indirect, and constructive ownership (*e.g.*, (1) a holding company would be considered to beneficially own all equity securities owned by its subsidiaries, (2) a partner in a partnership would be considered to beneficially own its proportionate share of any equity securities owned by such partnership, (3) an individual and such individual’s family members may be treated as one individual, (4) persons and entities acting in concert to make a coordinated acquisition of equity securities may be treated as a single entity, and (5) a holder would be considered to beneficially own equity securities that such holder has an Option to acquire). An “Option” to acquire stock includes all interests described in Treasury Regulations section 1.382-4(d)(9), including any contingent purchase right, warrant, convertible debt, put, call, stock subject to risk of forfeiture, contract to acquire stock, or similar interest, regardless of whether it is contingent or otherwise not currently exercisable.

PLEASE TAKE FURTHER NOTICE that, if applicable, on _____, 2020, the undersigned party filed a Declaration of Status as a Substantial Shareholder with the Court and served copies thereof as set forth therein.

PLEASE TAKE FURTHER NOTICE that the undersigned party currently has Beneficial Ownership of _____ shares of Common Stock.

PLEASE TAKE FURTHER NOTICE that, pursuant to the Proposed Transfer, the undersigned party proposes to sell, trade, or otherwise transfer Beneficial Ownership of _____ shares of Common Stock or an Option with respect to _____ shares of Common Stock. If the Proposed Transfer is permitted to occur, the undersigned party will have Beneficial Ownership of _____ shares of Common Stock after such transfer becomes effective.

PLEASE TAKE FURTHER NOTICE that the last four digits of the taxpayer identification number of the undersigned party are _____.

PLEASE TAKE FURTHER NOTICE that, pursuant to that certain *Final Order Notification and Hearing Procedures for Certain Transfers of and Declarations of Worthlessness with Respect to Common Stock* [Docket No. ____] (the “Order”), this declaration (this “Declaration”) is being filed with the Court and served upon the Notice Parties (as defined in the Order).

PLEASE TAKE FURTHER NOTICE that, pursuant to the Order, the undersigned party acknowledges that it is prohibited from consummating the Proposed Transfer unless and until the undersigned party complies with the Procedures set forth therein.

PLEASE TAKE FURTHER NOTICE that the Debtors have twenty calendar days after receipt of this Declaration to object to the Proposed Transfer described herein. If the Debtors timely file an objection, such Proposed Transfer will remain ineffective unless such objection is

withdrawn by the Debtors or such transaction is approved by a final and non-appealable order of the Court. If the Debtors do not object within such 20-day period, then after expiration of such period the Proposed Transfer may proceed solely as set forth in this Declaration.

PLEASE TAKE FURTHER NOTICE that any further transactions contemplated by the undersigned party that may result in the undersigned party selling, trading, or otherwise transferring Beneficial Ownership of additional shares of Common Stock will each require an additional notice filed with the Court to be served in the same manner as this Declaration.

PLEASE TAKE FURTHER NOTICE that, pursuant to 28 U.S.C. § 1746, under penalties of perjury, the undersigned party hereby declares that he or she has examined this Declaration and accompanying attachments (if any), and, to the best of his or her knowledge and belief, this Declaration and any attachments hereto are true, correct, and complete.

Respectfully submitted,

(Name of Declarant)

By:

Name: _____

Address: _____

Telephone: _____

Facsimile: _____

Dated: _____, 20__

_____, _____

(City)

(State)

Annex 1D

Declaration of Status as a 50-Percent Shareholder

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

In re:	)	
	)	Chapter 11
	)	
TAILORED BRANDS, INC., <i>et al.</i> , ¹	)	Case No. 20-33900 (MI)
	)	
Debtors.	)	(Joint Administration Requested)
	)	
	)	Re: Docket No. _____

DECLARATION OF STATUS AS A 50-PERCENT SHAREHOLDER²

PLEASE TAKE NOTICE that the undersigned party is/has become a 50-Percent Shareholder with respect to the common stock of Tailored Brands, Inc., or of any Beneficial Ownership therein (the “Common Stock”). Tailored Brands, Inc. is a debtor and debtor in possession in Case No. 20-33900 (MI) pending in the United States Bankruptcy Court for the Southern District of Texas (the “Court”).

PLEASE TAKE FURTHER NOTICE that, as of _____, 2020, the undersigned party currently has Beneficial Ownership of _____ shares of Common Stock. The following table

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 For purposes of this Declaration: (i) a “50-Percent Shareholder” is any person or entity that at any time since December 31, 2016, has had Beneficial Ownership of 50 percent or more of the Common Stock (determined in accordance with section 382(g)(4)(D) of the Internal Revenue Code of 1986, 26 U.S.C. §§ 1–9834, as amended (the “ICR”), and the applicable Treasury Regulations); (ii) “Beneficial Ownership” will be determined in accordance with the applicable rules of sections 382 and 383 of the IRC, and the Treasury Regulations thereunder (other than Treasury Regulations section 1.382-2T(h)(2)(i)(A)) and includes direct, indirect, and constructive ownership (*e.g.*, (1) a holding company would be considered to beneficially own all equity securities owned by its subsidiaries, (2) a partner in a partnership would be considered to beneficially own its proportionate share of any equity securities owned by such partnership, (3) an individual and such individual’s family members may be treated as one individual, (4) persons and entities acting in concert to make a coordinated acquisition of equity securities may be treated as a single entity, and (5) a holder would be considered to beneficially own equity securities that such holder has an Option (as defined herein) to acquire); and (iii) an “Option” to acquire stock includes all interests described in Treasury Regulations section 1.382-4(d)(9), including any contingent purchase right, warrant, convertible debt, put, call, stock subject to risk of forfeiture, contract to acquire stock, or similar interest, regardless of whether it is contingent or otherwise not currently exercisable.

sets forth the date(s) on which the undersigned party acquired Beneficial Ownership of such Common Stock:

Number of Shares	Date Acquired

(Attach additional page or pages if necessary)

PLEASE TAKE FURTHER NOTICE that the last four digits of the taxpayer identification number of the undersigned party are _____.

PLEASE TAKE FURTHER NOTICE that, pursuant to that certain *Final Order Approving Notification and Hearing Procedures for Certain Transfers of and Declarations of Worthlessness with Respect to Common Stock* [Docket No. ____] (the “Order”), this declaration (this “Declaration”) is being filed with the Court and served upon the Notice Parties (as defined in the Order).

PLEASE TAKE FURTHER NOTICE that, pursuant to 28 U.S.C. § 1746, under penalties of perjury, the undersigned party hereby declares that he or she has examined this Declaration and accompanying attachments (if any), and, to the best of his or her knowledge and belief, this Declaration and any attachments hereto are true, correct, and complete.

Respectfully submitted,

(Name of 50-Percent Shareholder)

By:

Name: _____

Address: _____

Telephone: _____

Facsimile: _____

Dated: _____, 20__
_____, _____

(City)

(State)

Annex 1E

Declaration of Intent to Claim a Worthless Stock Deduction

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

In re:	)	
	)	Chapter 11
	)	
TAILORED BRANDS, INC., <i>et al.</i> , ¹	)	Case No. 20-33900 (MI)
	)	
Debtors.	)	(Joint Administration Requested)
	)	
	)	Re: Docket No. _____

DECLARATION OF INTENT TO CLAIM A WORTHLESS STOCK DEDUCTION²

PLEASE TAKE NOTICE that the undersigned party hereby provides notice of its intention to claim a worthless stock deduction (the “Proposed Worthlessness Claim”) with respect to one or more shares of common stock of Tailored Brands, Inc. or of any Beneficial Ownership therein (the “Common Stock”). Tailored Brands, Inc. is a debtor and debtor in possession in Case No. 20-33900 (MI) pending in the United States Bankruptcy Court for the Southern District of Texas (the “Court”).

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 For purposes of this Declaration: (i) a “50-Percent Shareholder” is any person or entity that at any time since December 31, 2016, has had Beneficial Ownership of 50 percent or more of the Common Stock (determined in accordance with section 382(g)(4)(D) of the Internal Revenue Code of 1986, 26 U.S.C. §§ 1–9834, as amended (the “ICR”), and the applicable Treasury Regulations); (ii) “Beneficial Ownership” will be determined in accordance with the applicable rules of sections 382 and 383 of the IRC, and the Treasury Regulations thereunder (other than Treasury Regulations section 1.382-2T(h)(2)(i)(A)) and includes direct, indirect, and constructive ownership (*e.g.*, (1) a holding company would be considered to beneficially own all equity securities owned by its subsidiaries, (2) a partner in a partnership would be considered to beneficially own its proportionate share of any equity securities owned by such partnership, (3) an individual and such individual’s family members may be treated as one individual, (4) persons and entities acting in concert to make a coordinated acquisition of equity securities may be treated as a single entity, and (5) a holder would be considered to beneficially own equity securities that such holder has an Option (as defined herein) to acquire); and (iii) an “Option” to acquire stock includes all interests described in Treasury Regulations section 1.382-4(d)(9), including any contingent purchase right, warrant, convertible debt, put, call, stock subject to risk of forfeiture, contract to acquire stock, or similar interest, regardless of whether it is contingent or otherwise not currently exercisable.

PLEASE TAKE FURTHER NOTICE that, if applicable, on _____, 2020, the undersigned party filed a Declaration of Status as a 50-Percent Shareholder with the Court and served copies thereof as set forth therein.

PLEASE TAKE FURTHER NOTICE that the undersigned party currently has Beneficial Ownership of _____ shares of Common Stock.

PLEASE TAKE FURTHER NOTICE that, pursuant to the Proposed Worthlessness Claim, the undersigned party proposes to declare that _____ shares of Common Stock became worthless during the tax year ending _____.

PLEASE TAKE FURTHER NOTICE that the last four digits of the taxpayer identification number of the undersigned party are _____.

PLEASE TAKE FURTHER NOTICE that, pursuant to that certain *Final Order Approving Notification and Hearing Procedures for Certain Transfers of and Declarations of Worthlessness with Respect to Common Stock* [Docket No. ____] (the "Order"), this declaration (this "Declaration") is being filed with the Court and served upon the Debtors, Kirkland & Ellis LLP, counsel to the Debtors, and the other Notice Parties (as defined in the Order).

PLEASE TAKE FURTHER NOTICE that, pursuant to the Order, the undersigned party acknowledges that the Debtors have twenty calendar days after receipt of this Declaration to object to the Proposed Worthlessness Claim described herein. If the Debtors timely file an objection, such Proposed Worthlessness Claim will not be effective unless such objection is withdrawn by the Debtors or such action is approved by a final and non-appealable order of the Bankruptcy Court. If the Debtors do not object within such 20-day period, then after expiration of such period the Proposed Worthlessness Claim may proceed solely as set forth in this Declaration.

PLEASE TAKE FURTHER NOTICE that any further claims of worthlessness contemplated by the undersigned party will each require an additional notice filed with the Court to be served in the same manner as this Declaration and are subject to an additional 20-day waiting period.

PLEASE TAKE FURTHER NOTICE that, pursuant to 28 U.S.C. § 1746, under penalties of perjury, the undersigned party hereby declares that he or she has examined this Declaration and accompanying attachments (if any), and, to the best of his or her knowledge and belief, this Declaration and any attachments hereto are true, correct, and complete.

Respectfully submitted,

(Name of Declarant)

By:

Name: _____

Address: _____

Telephone: _____

Facsimile: _____

Dated: _____, 20__

_____, _____

(City)

(State)

Annex 1F

Notice of Final Order

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

In re:

TAILORED BRANDS, INC., *et al.*,¹

Debtors.

)
) Chapter 11
)
) Case No. 20-33900 (MI)
)
) (Joint Administration Requested)
)
) **Re: Docket No. _____**

**NOTICE OF FINAL ORDER APPROVING NOTIFICATION
AND HEARING PROCEDURES FOR CERTAIN TRANSFERS OF AND
DECLARATIONS OF WORTHLESSNESS WITH RESPECT TO COMMON STOCK**

TO: ALL ENTITIES (AS DEFINED BY SECTION 101(15) OF THE BANKRUPTCY CODE) THAT MAY HOLD BENEFICIAL OWNERSHIP OF COMMON STOCK OF TAILORED BRANDS, INC. (THE “COMMON STOCK”):

PLEASE TAKE NOTICE that on August 2, 2020 (the “Petition Date”), the above-captioned debtors and debtors in possession (collectively, the “Debtors”), filed petitions with the United States Bankruptcy Court for the Southern District of Texas (the “Court”) under chapter 11 of title 11 of the United States Code (the “Bankruptcy Code”). Subject to certain exceptions, section 362 of the Bankruptcy Code operates as a stay of any act to obtain possession of property of or from the Debtors’ estates or to exercise control over property of or from the Debtors’ estates.

PLEASE TAKE FURTHER NOTICE that on the Petition Date, the Debtors filed the Debtors’ Emergency Motion Seeking Entry of Interim and Final Orders Approving Notification

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.

and Hearing Procedures for Certain Transfers of and Declarations of Worthlessness with Respect to Common Stock [Docket No. ____] (the “Motion”).

PLEASE TAKE FURTHER NOTICE that on [____], 2020, the Court entered the *Final Order Approving Notification and Hearing Procedures for Certain Transfers of and Declarations of Worthlessness with Respect to Common Stock* [Docket No. ____] (the “Order”) approving procedures for certain transfers of and declarations of worthlessness with respect to Common Stock, set forth in **Annex 1** attached to the Order (the “Procedures”).²

PLEASE TAKE FURTHER NOTICE that, pursuant to the Order, a Substantial Shareholder may not consummate any purchase, sale, or other transfer of Common Stock or Beneficial Ownership of Common Stock in violation of the Procedures, any such transaction in violation of the Procedures shall be null and void *ab initio*, and certain remedial actions (including mandatory purchases or sales of Common Stock) may be required to restore the status quo.

PLEASE TAKE FURTHER NOTICE that, pursuant to the Order, the Procedures shall apply to the holding and transfers of Common Stock or any Beneficial Ownership therein by a Substantial Shareholder or someone who may become a Substantial Shareholder.

PLEASE TAKE FURTHER NOTICE that pursuant to the Order, a 50-Percent Shareholder may not claim a worthless stock deduction with respect to Common Stock, or Beneficial Ownership of Common Stock, in violation of the Procedures, and any such deduction in violation of the Procedures shall be null and void *ab initio*, and the 50-Percent Shareholder shall be required to file an amended tax return revoking such proposed deduction.

PLEASE TAKE FURTHER NOTICE that, upon the request of any person or entity, the notice, claims, and solicitation agent for the Debtors, Prime Clerk LLC, will provide a copy of the

² Capitalized terms used but not otherwise defined herein have the meanings ascribed to them in the Order or the Motion, as applicable.

Order and a form of each of the declarations required to be filed by the Procedures in a reasonable period of time. Such declarations are also available via PACER on the Court's website at <https://ecf.txsb.uscourts.gov> for a fee, or free of charge by accessing the Debtors' restructuring website at <http://cases.primeclerk.com/TailoredBrands>.

PLEASE TAKE FURTHER NOTICE THAT FAILURE TO FOLLOW THE PROCEDURES SET FORTH IN THE ORDER SHALL CONSTITUTE A VIOLATION OF, AMONG OTHER THINGS, THE AUTOMATIC STAY PROVISIONS OF SECTION 362 OF THE BANKRUPTCY CODE.

PLEASE TAKE FURTHER NOTICE THAT ANY PROHIBITED PURCHASE, SALE, OTHER TRANSFER OF, OR DECLARATION OF WORTHLESSNESS WITH RESPECT TO COMMON STOCK, BENEFICIAL OWNERSHIP THEREOF, OR OPTION WITH RESPECT THERETO IN VIOLATION OF THE ORDER IS PROHIBITED AND SHALL BE NULL AND VOID *AB INITIO* AND MAY BE SUBJECT TO ADDITIONAL SANCTIONS AS THIS COURT MAY DETERMINE.

PLEASE TAKE FURTHER NOTICE that the requirements set forth in the Order are in addition to the requirements of applicable law and do not excuse compliance therewith.

Houston, Texas
[●], 2020

/s/

Matthew D. Cavanaugh (TX Bar No. 24062656)
Kristhy Peguero (TX Bar No. 24102776)
Veronica A. Polnick (TX Bar No. 24079148)
Victoria Argeroplos (TX Bar No. 24105799)
JACKSON WALKER L.L.P.
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Email: mcavanaugh@jw.com
kpeguero@jw.com
vpolnick@jw.com
vargeroplos@jw.com

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

KIRKLAND & ELLIS LLP
KIRKLAND & ELLIS INTERNATIONAL LLP
Joshua A. Sussberg, P.C. (*pro hac vice* pending)
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-and-

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

TAB FF

*Interim Order Approving Notification and Hearing Procedures
for Certain Transfers of and Declarations of Worthlessness
with Respect to Common Stock*



ENTERED
08/03/2020

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

In re:

TAILORED BRANDS, INC., *et al.*,¹

Debtors.

)
) Chapter 11
)
) Case No. 20-33900 (MI)
)
) (Joint Administration Requested)
)
) **Re: Docket No. 19**

**INTERIM ORDER APPROVING NOTIFICATION
AND HEARING PROCEDURES FOR CERTAIN TRANSFERS OF AND
DECLARATIONS OF WORTHLESSNESS WITH RESPECT TO COMMON STOCK**

Upon the motion (the “Motion”)² of the above-captioned debtors and debtors in possession (collectively, the “Debtors”) for entry of an interim order (this “Interim Order”) (a) approving the Procedures related to transfers of Beneficial Ownership of and declarations of worthlessness with respect to Common Stock, (b) directing that any purchase, sale, other transfer of, or declaration of worthlessness with respect to Common Stock in violation of the Procedures shall be null and void *ab initio*, (c) granting related relief, and (d) scheduling a final hearing to consider approval of the Motion on a final basis, 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 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

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.

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. The final hearing (the "Final Hearing") on the Motion shall be held on August 27, 2020, at 3:30 p.m., prevailing Central Time. Any objections or responses to entry of a final order on the Motion shall be filed on or before 4:00 p.m., prevailing Central Time, on August 27, 2020. In the event no objections to entry of the Final Order on the Motion are timely received, this Court may enter such Final Order without need for the Final Hearing.

2. The Procedures, as set forth in Annex 1 attached hereto, are approved.

3. Any transfer of or declaration of worthlessness with respect to Beneficial Ownership of Common Stock in violation of the Procedures, including but not limited to the notice requirements, shall be null and void *ab initio*.

4. In the case of any such transfer of Beneficial Ownership of Common Stock in violation of the Procedures, including but not limited to the notice requirements, the person or entity making such transfer shall be required to take remedial actions specified by the Debtors, which may include the actions specified in Private Letter Ruling 201010009 (Dec. 4, 2009), to appropriately reflect that such transfer is null and void *ab initio*.

5. In the case of any such declaration of worthlessness with respect to Beneficial Ownership of Common Stock in violation of the Procedures, including the notice requirements,

the person or entity making such declaration shall be required to file an amended tax return revoking such declaration and any related deduction to appropriately reflect that such declaration is void *ab initio*.

6. Pending the Final Hearing on August 27, 2020, any person or entity subject to the Procedures (*e.g.*, any person who is a Substantial Shareholder or would become a Substantial Shareholder and any person who is or becomes a 50-Percent Shareholder) may file a motion and request an emergency hearing to obtain relief from this Interim Order. The Court may consider any such request for emergency relief on less than twenty-four hours' notice.

7. The Debtors may retroactively or prospectively waive any and all restrictions, stays, and notification procedures set forth in the Procedures.

8. To the extent that this Interim Order is inconsistent with any prior order or pleading with respect to the Motion in these chapter 11 cases (not including the DIP Order (as defined below)), the terms of this Interim Order shall govern.

9. Notwithstanding anything to the contrary in this Interim Order, any payment made or action taken by any of the Debtors pursuant to the authority granted in this Interim 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 Interim Order, the terms of the DIP Order shall control.

10. The requirements set forth in this Interim Order are in addition to the requirements of all applicable law and do not excuse compliance therewith.

11. Notwithstanding the relief granted in this Interim Order and any actions taken pursuant to such relief, nothing in this Interim 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 Interim 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 Interim 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.

12. The contents of the Motion satisfy the requirements of Bankruptcy Rule 6003(b).

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

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

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

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

Signed: August 03, 2020

A handwritten signature in black ink, appearing to read 'M. Isgur', is written over a horizontal line.

Marvin Isgur
United States Bankruptcy Judge

Annex 1

**Procedures for Transfers of and Declarations of
Worthlessness with Respect to Beneficial Ownership of Common Stock**

**PROCEDURES FOR TRANSFERS OF AND DECLARATIONS
OF WORTHLESSNESS WITH RESPECT TO COMMON STOCK**

The following procedures apply to transfers of Common Stock:¹

- a. Any person or entity (as defined in section 101(15) of the Bankruptcy Code) who currently is or becomes a Substantial Shareholder (as defined herein) must file with the Court, and serve upon: (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 Street, Suite 1900, Houston, Texas 77010, Attn: Matthew D. Cavanaugh and Victoria Argeroplos; (iv) the United States Trustee for the Southern District of Texas, 515 Rusk Street, 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 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, Emmet, Marvin & Martin, LLP, 120 Broadway, 32nd Floor, New York, New York 1027 1, Attn: Elizabeth M. Clark; and (ix) to the extent not listed herein, those parties requesting notice pursuant to Bankruptcy Rule 20002 (collectively, the "Notice Parties"), a declaration of such status, substantially in the form of Annex 1A attached to these Procedures (each, a "Declaration of Status as a Substantial Shareholder"), on or before the later of (A) twenty calendar days after the date of the Notice of Interim Order (as defined herein), or (B) ten calendar days after becoming a Substantial Shareholder; *provided* that, for the avoidance of doubt, the other procedures set forth herein shall apply to any Substantial Shareholder even if no Declaration of Status as a Substantial Shareholder has been filed.
- b. Prior to effectuating any transfer of Beneficial Ownership of Common Stock that would result in an increase in the amount of Common Stock of which a Substantial Shareholder has Beneficial Ownership or would result in an entity or individual becoming a Substantial Shareholder, the parties to such transaction must file with the Court, and serve upon the Notice Parties, an advance written declaration of the intended transfer of Common Stock,

¹ Capitalized terms used but not otherwise defined herein have the meanings ascribed to them in the Motion.

substantially in the form of **Annex 1B** attached to these Procedures (each, a “Declaration of Intent to Accumulate Common Stock”).

- c. Prior to effectuating any transfer of Beneficial Ownership of Common Stock that would result in a decrease in the amount of Common Stock of which a Substantial Shareholder has Beneficial Ownership or would result in an entity or individual ceasing to be a Substantial Shareholder, the parties to such transaction must file with the Court, and serve upon the Notice Parties, an advance written declaration of the intended transfer of Common Stock, substantially in the form of **Annex 1C** attached to these Procedures (each, a “Declaration of Intent to Transfer Common Stock,” and together with a Declaration of Intent to Accumulate Common Stock, each a “Declaration of Proposed Transfer”).
- d. The Debtors shall have twenty calendar days after receipt of a Declaration of Proposed Transfer to file with the Court and serve on such Substantial Shareholder or potential Substantial Shareholder an objection to any proposed transfer of Beneficial Ownership of Common Stock described in the Declaration of Proposed Transfer on the grounds that such transfer might adversely affect the Debtors’ ability to utilize their Tax Attributes. If the Debtors timely file an objection, such transaction will remain ineffective unless such objection is withdrawn by the Debtors or such transaction is approved by a final and non-appealable order of the Court. If the Debtors do not object within such 20-day period, such transaction can proceed solely as set forth in the Declaration of Proposed Transfer. Further transactions within the scope of this paragraph must be the subject of additional notices in accordance with the procedures set forth herein, with an additional 20-day waiting period for each Declaration of Proposed Transfer.
- e. For purposes of these Procedures a “Substantial Shareholder” is any entity or individual that has direct or indirect Beneficial Ownership of at least 2,200,494 shares of Common Stock (representing approximately 4.5 percent of all issued and outstanding shares of Common Stock).²

Procedures for Declarations of Worthlessness of Common Stock

- a. Any person or entity that currently is or becomes a 50-Percent Shareholder³ must file with the Court and serve upon the Notice Parties a declaration of such status as a 50-Percent Shareholder, substantially in the form attached to these Procedures as **Annex 1D** (each, a “Declaration of Status as a

² Based on approximately 48,899,867 shares of Common Stock outstanding for purposes of section 382 of the IRC as of the Petition Date.

³ For purposes of the Procedures, a “50-Percent Shareholder” is any person or entity that at any time since December 31, 2016, has owned Beneficial Ownership of 50 percent or more of the Common Stock of the Debtors (determined in accordance with section 382(g)(4)(D) of the IRC and the applicable Treasury Regulations thereunder).

50-Percent Shareholder”), on or before the later of (i) twenty calendar days after the date of the Notice of Interim Order, and (ii) ten calendar days after becoming a 50-Percent Shareholder; *provided* that, for the avoidance of doubt, the other procedures set forth herein shall apply to any 50-Percent Shareholder even if no Declaration of Status as a 50-Percent Shareholder has been filed.

- b. Prior to filing any federal or state tax return, or any amendment to such a return, or taking any other action that claims any deduction for worthlessness of Beneficial Ownership of Common Stock for a taxable year ending before the Debtors’ emergence from chapter 11 protection, such 50-Percent Shareholder must file with the Court and serve upon the Notice Parties a declaration of intent to claim a worthless stock deduction (a “Declaration of Intent to Claim a Worthless Stock Deduction”), substantially in the form attached to the Procedures as **Annex 1E**.
 - i. The Debtors shall have twenty calendar days after receipt of a Declaration of Intent to Claim a Worthless Stock Deduction to file with the Court and serve on such 50-Percent Shareholder an objection to any proposed claim of worthlessness described in the Declaration of Intent to Claim a Worthless Stock Deduction on the grounds that such claim might adversely affect the Debtors’ ability to utilize their Tax Attributes.
 - ii. If the Debtors timely object, the filing of the tax return or amendment thereto with such claim will not be permitted unless approved by a final and non-appealable order of the Court, unless the Debtors withdraw such objection.
 - iii. If the Debtors do not object within such 20-day period, the filing of the return or amendment with such claim will be permitted solely as described in the Declaration of Intent to Claim a Worthless Stock Deduction. Additional returns and amendments within the scope of this section must be the subject of additional notices as set forth herein, with an additional 20-day waiting period. To the extent that the Debtors receive an appropriate Declaration of Intent to Claim a Worthless Stock Deduction and determine in their business judgment not to object, they shall provide notice of that decision as soon as is reasonably practicable to any statutory committee(s) appointed in these chapter 11 cases.

Notice Procedures

- a. No later than two business days following entry of the Interim Order, the Debtors shall serve a notice by first class mail, substantially in the form of **Annex 1F** attached to these Procedures (the “Notice of Interim Order”), on: (i) the United States Trustee for the Southern District of Texas; (ii) the

holders of the 30 largest unsecured claims against the Debtors (on a consolidated basis); (iii) the Internal Revenue Service; (iv) the United States Securities and Exchange Commission; (v) the Prepetition ABL Agent and the DIP Agent; (vi) any official committees appointed in these chapter 11 cases; (vii) the Office of the United States Attorney for the Southern District of Texas; (viii) the state attorneys general for states in which the Debtors conduct business; (ix) the registered and nominee holders of the Common Stock (with instructions to serve down to the beneficial holders of Common Stock, as applicable); (x) known beneficial holders of common stock; (xi) any other parties served with notice of the motion; and (xii) any party who has entered a notice of appearance in this case. Additionally, no later than two business days following entry of the Final Order, the Debtors shall serve a Notice of Interim Order modified to reflect that the Final Order has been entered (as modified, the “Notice of Final Order”) on the same entities that received the Notice of Interim Order.

- b. All registered and nominee holders of Common Stock shall be required to serve the Notice of Interim Order or Notice of Final Order, as applicable, on any holder for whose benefit such registered or nominee holder holds such Common Stock down the chain of ownership for all such holders of Common Stock.
- c. Any entity, individual or broker or agent acting on such entity’s or individual’s behalf who sells Common Stock to another entity shall be required to serve a copy of the Notice of Interim Order or Notice of Final Order, as applicable, on such purchaser of such Common Stock, or any broker or agent acting on such purchaser’s behalf.
- d. As soon as is practicable following entry of the Interim Order, the Debtors shall (i) submit a copy of the Notice of Interim Order (modified for publication) for publication in *The New York Times* (national edition); (ii) file a Form 8-K with a reference to the entry of the Interim Order; and (iii) post the notice of the website for Debtors’ noticing agent, <http://cases.primeclerk.com/TailoredBrands>.
- e. To the extent confidential information is required in any declaration described in these Procedures, such confidential information may be filed and served in redacted form; *provided* that any such declarations served on the Debtors **shall not** be in redacted form. The Debtors shall keep all information provided in such declarations strictly confidential and shall not disclose the contents thereof to any person except (i) to the extent necessary to respond to a petition or objection filed with the Court; (ii) to the extent otherwise required by law; or (iii) to the extent that the information contained therein is already public; *provided* that the Debtors may disclose the contents thereof to their professional advisors, who shall keep all such notices strictly confidential and shall not disclose the contents thereof to any other person, subject to further Court order. To the extent confidential

information is necessary to respond to a petitioner objection filed with the Court, such confidential information shall be filed under seal or in a redacted form.

Annex 1A

Declaration of Status as a Substantial Shareholder

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

In re:

TAILORED BRANDS, INC., *et al.*,¹

Debtors.

)
) Chapter 11
)
) Case No. 20-33900 (MI)
)
) (Joint Administration Requested)
)
) **Re: Docket No. _____**

DECLARATION OF STATUS AS A SUBSTANTIAL SHAREHOLDER²

PLEASE TAKE NOTICE that the undersigned party is/has become a Substantial Shareholder with respect to the common stock of Tailored Brands, Inc. or of any Beneficial Ownership therein (the “Common Stock”). Tailored Brands, Inc. is a debtor and debtor in possession in Case No. 20-33900 (MI) pending in the United States Bankruptcy Court for the Southern District of Texas (the “Court”).

PLEASE TAKE FURTHER NOTICE that, as of _____, 2020, the undersigned party currently has Beneficial Ownership of _____ shares of Common Stock. The following

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 For purposes of these Procedures: (i) a “Substantial Shareholder” is any entity or individual that has Beneficial Ownership of at least 2,200,494 shares of Common Stock (representing approximately 4.5 percent of all issued and outstanding shares of Common Stock); (ii) “Beneficial Ownership” will be determined in accordance with the applicable rules of sections 382 and 383 of the Internal Revenue Code of 1986, 26 U.S.C. §§ 1–9834, as amended, and the Treasury Regulations thereunder (other than Treasury Regulations section 1.382-2T(h)(2)(i)(A)), and includes direct, indirect, and constructive ownership (*e.g.*, (1) a holding company would be considered to beneficially own all equity securities owned by its subsidiaries, (2) a partner in a partnership would be considered to beneficially own its proportionate share of any equity securities owned by such partnership, (3) an individual and such individual’s family members may be treated as one individual, (4) persons and entities acting in concert to make a coordinated acquisition of equity securities may be treated as a single entity, and (5) a holder would be considered to beneficially own equity securities that such holder has an Option to acquire). An “Option” to acquire stock includes all interests described in Treasury Regulations section 1.382-4(d)(9), including any contingent purchase right, warrant, convertible debt, put, call, stock subject to risk of forfeiture, contract to acquire stock, or similar interest, regardless of whether it is contingent or otherwise not currently exercisable.

table sets forth the date(s) on which the undersigned party acquired Beneficial Ownership of such Common Stock:

Number of Shares	Date Acquired

(Attach additional page or pages if necessary)

PLEASE TAKE FURTHER NOTICE that the last four digits of the taxpayer identification number of the undersigned party are _____.

PLEASE TAKE FURTHER NOTICE that, pursuant to that certain *Interim Order Approving Notification and Hearing Procedures for Certain Transfers of and Declarations of Worthlessness with Respect to Common Stock* [Docket No. ____] (the “Order”), this declaration (this “Declaration”) is being filed with the Court and served upon the Notice Parties (as defined in the Order).

PLEASE TAKE FURTHER NOTICE that, pursuant to 28 U.S.C. § 1746, under penalties of perjury, the undersigned party hereby declares that he or she has examined this Declaration and accompanying attachments (if any), and, to the best of his or her knowledge and belief, this Declaration and any attachments hereto are true, correct, and complete.

Respectfully submitted,

(Name of Substantial Shareholder)

By:

Name: _____

Address: _____

Telephone: _____

Facsimile: _____

Dated: _____, 2020

_____, _____

(City)

(State)

Annex 1B

Declaration of Intent to Accumulate Common Stock

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

In re:

TAILORED BRANDS, INC., *et al.*,¹

Debtors.

)
) Chapter 11
)
) Case No. 20-33900 (MI)
)
) (Joint Administration Requested)
)
) **Re: Docket No. _____**

DECLARATION OF INTENT TO ACCUMULATE COMMON STOCK²

PLEASE TAKE NOTICE that the undersigned party hereby provides notice of its intention to purchase, acquire, or otherwise accumulate (the “Proposed Transfer”) one or more shares of common stock of Tailored Brands, Inc. or of any Beneficial Ownership therein (the “Common Stock”). Tailored Brands, Inc. is a debtor and debtor in possession in Case No. 20-33900 (MI) pending in the United States Bankruptcy Court for the Southern District of Texas (the “Court”).

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 For purposes of these Procedures: (i) a “Substantial Shareholder” is any entity or individual that has Beneficial Ownership of at least 2,200,494 shares of Common Stock (representing approximately 4.5 percent of all issued and outstanding shares of Common Stock); (ii) “Beneficial Ownership” will be determined in accordance with the applicable rules of sections 382 and 383 of the Internal Revenue Code of 1986, 26 U.S.C. §§ 1–9834, as amended, and the Treasury Regulations thereunder (other than Treasury Regulations section 1.382-2T(h)(2)(i)(A)), and includes direct, indirect, and constructive ownership (*e.g.*, (1) a holding company would be considered to beneficially own all equity securities owned by its subsidiaries, (2) a partner in a partnership would be considered to beneficially own its proportionate share of any equity securities owned by such partnership, (3) an individual and such individual’s family members may be treated as one individual, (4) persons and entities acting in concert to make a coordinated acquisition of equity securities may be treated as a single entity, and (5) a holder would be considered to beneficially own equity securities that such holder has an Option to acquire). An “Option” to acquire stock includes all interests described in Treasury Regulations section 1.382-4(d)(9), including any contingent purchase right, warrant, convertible debt, put, call, stock subject to risk of forfeiture, contract to acquire stock, or similar interest, regardless of whether it is contingent or otherwise not currently exercisable.

PLEASE TAKE FURTHER NOTICE that, if applicable, on _____, 2020, the undersigned party filed a Declaration of Status as a Substantial Shareholder with the Court and served copies thereof as set forth therein.

PLEASE TAKE FURTHER NOTICE that the undersigned party currently has Beneficial Ownership of _____ shares of Common Stock.

PLEASE TAKE FURTHER NOTICE that, pursuant to the Proposed Transfer, the undersigned party proposes to purchase, acquire, or otherwise accumulate Beneficial Ownership of _____ shares of Common Stock or an Option with respect to _____ shares of Common Stock. If the Proposed Transfer is permitted to occur, the undersigned party will have Beneficial Ownership of _____ shares of Common Stock.

PLEASE TAKE FURTHER NOTICE that the last four digits of the taxpayer identification number of the undersigned party are _____.

PLEASE TAKE FURTHER NOTICE that, pursuant to that certain *Interim Order Approving Notification and Hearing Procedures for Certain Transfers of and Declarations of Worthlessness with Respect to Common Stock* [Docket No. [__]] (the “Order”), this declaration (this “Declaration”) is being filed with the Court and served upon the Notice Parties (as defined in the Order).

PLEASE TAKE FURTHER NOTICE that, pursuant to the Order, the undersigned party acknowledges that it is prohibited from consummating the Proposed Transfer unless and until the undersigned party complies with the Procedures set forth therein.

PLEASE TAKE FURTHER NOTICE that the Debtors have twenty calendar days after receipt of this Declaration to object to the Proposed Transfer described herein. If the Debtors timely file an objection, such Proposed Transfer will remain ineffective unless such objection is

withdrawn by the Debtors or such transaction is approved by a final and non-appealable order of the Court. If the Debtors do not object within such 20-day period, then after expiration of such period the Proposed Transfer may proceed solely as set forth in this Declaration.

PLEASE TAKE FURTHER NOTICE that any further transactions contemplated by the undersigned party that may result in the undersigned party purchasing, acquiring, or otherwise accumulating Beneficial Ownership of additional shares of Common Stock will each require an additional notice filed with the Court to be served in the same manner as this Declaration.

PLEASE TAKE FURTHER NOTICE that, pursuant to 28 U.S.C. § 1746, under penalties of perjury, the undersigned party hereby declares that he or she has examined this Declaration and accompanying attachments (if any), and, to the best of his or her knowledge and belief, this Declaration and any attachments hereto are true, correct, and complete.

Respectfully submitted,

(Name of Declarant)

By:

Name: _____

Address: _____

Telephone: _____

Facsimile: _____

Dated: _____, 20__

_____, _____

(City)

(State)

Annex 1C

Declaration of Intent to Transfer Common Stock

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

In re:

TAILORED BRANDS, INC., *et al.*,¹

Debtors.

)
) Chapter 11
)
) Case No. 20-33900 (MI)
)
) (Joint Administration Requested)
)
) **Re: Docket No. _____**

DECLARATION OF INTENT TO TRANSFER COMMON STOCK²

PLEASE TAKE NOTICE that the undersigned party hereby provides notice of its intention to sell, trade, or otherwise transfer (the “Proposed Transfer”) one or more shares of common stock of Tailored Brands, Inc., or of any Beneficial Ownership therein (the “Common Stock”). Tailored Brands, Inc., is a debtor and debtor in possession in Case No. 20-33900 (MI) pending in the United States Bankruptcy Court for the Southern District of Texas (the “Court”).

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 For purposes of these Procedures: (i) a “Substantial Shareholder” is any entity or individual that has Beneficial Ownership of at least 2,200,494 shares of Common Stock (representing approximately 4.5 percent of all issued and outstanding shares of Common Stock) ; (ii) “Beneficial Ownership” will be determined in accordance with the applicable rules of sections 382 and 383 of the Internal Revenue Code of 1986, 26 U.S.C. §§ 1–9834, as amended, and the Treasury Regulations thereunder (other than Treasury Regulations section 1.382-2T(h)(2)(i)(A)), and includes direct, indirect, and constructive ownership (*e.g.*, (1) a holding company would be considered to beneficially own all equity securities owned by its subsidiaries, (2) a partner in a partnership would be considered to beneficially own its proportionate share of any equity securities owned by such partnership, (3) an individual and such individual’s family members may be treated as one individual, (4) persons and entities acting in concert to make a coordinated acquisition of equity securities may be treated as a single entity, and (5) a holder would be considered to beneficially own equity securities that such holder has an Option to acquire). An “Option” to acquire stock includes all interests described in Treasury Regulations section 1.382-4(d)(9), including any contingent purchase right, warrant, convertible debt, put, call, stock subject to risk of forfeiture, contract to acquire stock, or similar interest, regardless of whether it is contingent or otherwise not currently exercisable.

PLEASE TAKE FURTHER NOTICE that, if applicable, on _____, 2020, the undersigned party filed a Declaration of Status as a Substantial Shareholder with the Court and served copies thereof as set forth therein.

PLEASE TAKE FURTHER NOTICE that the undersigned party currently has Beneficial Ownership of _____ shares of Common Stock.

PLEASE TAKE FURTHER NOTICE that, pursuant to the Proposed Transfer, the undersigned party proposes to sell, trade, or otherwise transfer Beneficial Ownership of _____ shares of Common Stock or an Option with respect to _____ shares of Common Stock. If the Proposed Transfer is permitted to occur, the undersigned party will have Beneficial Ownership of _____ shares of Common Stock.

PLEASE TAKE FURTHER NOTICE that the last four digits of the taxpayer identification number of the undersigned party are _____.

PLEASE TAKE FURTHER NOTICE that, pursuant to that certain *Interim Order Approving Notification and Hearing Procedures for Certain Transfers of and Declarations of Worthlessness with Respect to Common Stock* [Docket No. ____] (the “Order”), this declaration (this “Declaration”) is being filed with the Court and served upon the Notice Parties (as defined in the Order).

PLEASE TAKE FURTHER NOTICE that, pursuant to the Order, the undersigned party acknowledges that it is prohibited from consummating the Proposed Transfer unless and until the undersigned party complies with the Procedures set forth therein.

PLEASE TAKE FURTHER NOTICE that the Debtors have twenty calendar days after receipt of this Declaration to object to the Proposed Transfer described herein. If the Debtors timely file an objection, such Proposed Transfer will remain ineffective unless such objection is

withdrawn by the Debtors or such transaction is approved by a final and non-appealable order of the Court. If the Debtors do not object within such 20-day period, then after expiration of such period the Proposed Transfer may proceed solely as set forth in this Declaration.

PLEASE TAKE FURTHER NOTICE that any further transactions contemplated by the undersigned party that may result in the undersigned party selling, trading, or otherwise transferring Beneficial Ownership of additional shares of Common Stock will each require an additional notice filed with the Court to be served in the same manner as this Declaration.

PLEASE TAKE FURTHER NOTICE that, pursuant to 28 U.S.C. § 1746, under penalties of perjury, the undersigned party hereby declares that he or she has examined this Declaration and accompanying attachments (if any), and, to the best of his or her knowledge and belief, this Declaration and any attachments hereto are true, correct, and complete.

Respectfully submitted,

(Name of Declarant)

By:

Name: _____

Address: _____

Telephone: _____

Facsimile: _____

Dated: _____, 20__

_____, _____

(City)

(State)

Annex 1D

Declaration of Status as a 50-Percent Shareholder

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

In re:	)	
	)	Chapter 11
	)	
TAILORED BRANDS, INC., <i>et al.</i> , ¹	)	Case No. 20-33900 (MI)
	)	
Debtors.	)	(Joint Administration Requested)
	)	
	)	Re: Docket No. _____

DECLARATION OF STATUS AS A 50-PERCENT SHAREHOLDER²

PLEASE TAKE NOTICE that the undersigned party is/has become a 50-Percent Shareholder with respect to the common stock of Tailored Brands, Inc., or of any Beneficial Ownership therein (the “Common Stock”). Tailored Brands, Inc. is a debtor and debtor in possession in Case No. 20-33900 (MI) pending in the United States Bankruptcy Court for the Southern District of Texas (the “Court”).

PLEASE TAKE FURTHER NOTICE that, as of _____, 2020, the undersigned party currently has Beneficial Ownership of _____ shares of Common Stock. The following table

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 For purposes of this Declaration: (i) a “50-Percent Shareholder” is any person or entity that at any time since December 31, 2016, has had Beneficial Ownership of 50 percent or more of the Common Stock (determined in accordance with section 382(g)(4)(D) of the Internal Revenue Code of 1986, 26 U.S.C. §§ 1–9834, as amended (the “IRC”) and the applicable Treasury Regulations); (ii) “Beneficial Ownership” will be determined in accordance with the applicable rules of sections 382 and 383 of the IRC, and the Treasury Regulations thereunder (other than Treasury Regulations section 1.382-2T(h)(2)(i)(A)) and includes direct, indirect, and constructive ownership (*e.g.*, (1) a holding company would be considered to beneficially own all equity securities owned by its subsidiaries, (2) a partner in a partnership would be considered to beneficially own its proportionate share of any equity securities owned by such partnership, (3) an individual and such individual’s family members may be treated as one individual, (4) persons and entities acting in concert to make a coordinated acquisition of equity securities may be treated as a single entity, and (5) a holder would be considered to beneficially own equity securities that such holder has an Option (as defined herein) to acquire); and (iii) an “Option” to acquire stock includes all interests described in Treasury Regulations section 1.382-4(d)(9), including any contingent purchase right, warrant, convertible debt, put, call, stock subject to risk of forfeiture, contract to acquire stock, or similar interest, regardless of whether it is contingent or otherwise not currently exercisable.

sets forth the date(s) on which the undersigned party acquired Beneficial Ownership of such Common Stock:

Number of Shares	Date Acquired

(Attach additional page or pages if necessary)

PLEASE TAKE FURTHER NOTICE that the last four digits of the taxpayer identification number of the undersigned party are _____.

PLEASE TAKE FURTHER NOTICE that, pursuant to that certain *Interim Order Approving Notification and Hearing Procedures for Certain Transfers of and Declarations of Worthlessness with Respect to Common Stock* (the “Order”), this declaration (this “Declaration”) is being filed with the Court and served upon the Notice Parties (as defined in the Order).

PLEASE TAKE FURTHER NOTICE that, pursuant to 28 U.S.C. § 1746, under penalties of perjury, the undersigned party hereby declares that he or she has examined this Declaration and accompanying attachments (if any), and, to the best of his or her knowledge and belief, this Declaration and any attachments hereto are true, correct, and complete.

Respectfully submitted,

(Name of 50-Percent Shareholder)

By:

Name: _____

Address: _____

Telephone: _____

Facsimile: _____

Dated: _____, 20__

_____, _____

(City)

(State)

Annex 1E

Declaration of Intent to Claim a Worthless Stock Deduction

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

In re:	)	
	)	Chapter 11
	)	
TAILORED BRANDS, INC., <i>et al.</i> , ¹	)	Case No. 20-33900 (MI)
	)	
Debtors.	)	(Joint Administration Requested)
	)	
	)	Re: Docket No. _____

DECLARATION OF INTENT TO CLAIM A WORTHLESS STOCK DEDUCTION²

PLEASE TAKE NOTICE that the undersigned party hereby provides notice of its intention to claim a worthless stock deduction (the “Proposed Worthlessness Claim”) with respect to one or more shares of common stock of Tailored Brands, Inc. or of any Beneficial Ownership therein (the “Common Stock”). Tailored Brands, Inc. is a debtor and debtor in possession in Case No. 20-33900 (MI) pending in the United States Bankruptcy Court for the Southern District of Texas (the “Court”).

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 For purposes of this Declaration: (i) a “50-Percent Shareholder” is any person or entity that at any time since December 31, 2016, has had Beneficial Ownership of 50 percent or more of the Common Stock (determined in accordance with section 382(g)(4)(D) of the Internal Revenue Code of 1986, 26 U.S.C. §§ 1–9834, as amended (the “ICR”) and the applicable Treasury Regulations); (ii) “Beneficial Ownership” will be determined in accordance with the applicable rules of sections 382 and 383 of the IRC, and the Treasury Regulations thereunder (other than Treasury Regulations section 1.382-2T(h)(2)(i)(A)) and includes direct, indirect, and constructive ownership (*e.g.*, (1) a holding company would be considered to beneficially own all equity securities owned by its subsidiaries, (2) a partner in a partnership would be considered to beneficially own its proportionate share of any equity securities owned by such partnership, (3) an individual and such individual’s family members may be treated as one individual, (4) persons and entities acting in concert to make a coordinated acquisition of equity securities may be treated as a single entity, and (5) a holder would be considered to beneficially own equity securities that such holder has an Option (as defined herein) to acquire); and (iii) an “Option” to acquire stock includes all interests described in Treasury Regulations section 1.382-4(d)(9), including any contingent purchase right, warrant, convertible debt, put, call, stock subject to risk of forfeiture, contract to acquire stock, or similar interest, regardless of whether it is contingent or otherwise not currently exercisable.

PLEASE TAKE FURTHER NOTICE that, if applicable, on _____, 2020, the undersigned party filed a Declaration of Status as a 50-Percent Shareholder with the Court and served copies thereof as set forth therein.

PLEASE TAKE FURTHER NOTICE that the undersigned party currently has Beneficial Ownership of _____ shares of Common Stock.

PLEASE TAKE FURTHER NOTICE that, pursuant to the Proposed Worthlessness Claim, the undersigned party proposes to declare that _____ shares of Common Stock became worthless during the tax year ending _____.

PLEASE TAKE FURTHER NOTICE that the last four digits of the taxpayer identification number of the undersigned party are _____.

PLEASE TAKE FURTHER NOTICE that, pursuant to that certain *Interim Order Approving Notification and Hearing Procedures for Certain Transfers of and Declarations of Worthlessness with Respect to Common Stock* [Docket No. ____] (the “Order”), this declaration (this “Declaration”) is being filed with the Court and served upon the Debtors, Kirkland & Ellis LLP, counsel to the Debtors, and the other Notice Parties (as defined in the Order).

PLEASE TAKE FURTHER NOTICE that, pursuant to the Order, the undersigned party acknowledges that the Debtors have twenty calendar days after receipt of this Declaration to object to the Proposed Worthlessness Claim described herein. If the Debtors timely file an objection, such Proposed Worthlessness Claim will not be effective unless such objection is withdrawn by the Debtors or such action is approved by a final and non-appealable order of the Bankruptcy Court. If the Debtors do not object within such 20-day period, then after expiration of such period the Proposed Worthlessness Claim may proceed solely as set forth in this Declaration.

PLEASE TAKE FURTHER NOTICE that any further claims of worthlessness contemplated by the undersigned party will each require an additional notice filed with the Court to be served in the same manner as this Declaration and are subject to an additional 20-day waiting period.

PLEASE TAKE FURTHER NOTICE that, pursuant to 28 U.S.C. § 1746, under penalties of perjury, the undersigned party hereby declares that he or she has examined this Declaration and accompanying attachments (if any), and, to the best of his or her knowledge and belief, this Declaration and any attachments hereto are true, correct, and complete.

Respectfully submitted,

(Name of Declarant)

By:

Name: _____

Address: _____

Telephone: _____

Facsimile: _____

Dated: _____, 20__

_____, _____

(City)

(State)

Annex 1F

Notice of Interim Order

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

In re:

TAILORED BRANDS, INC., *et al.*,¹

Debtors.

)
) Chapter 11
)
) Case No. 20-33900 (MI)
)
) (Joint Administration Requested)
)
) **Re: Docket No. _____**

**NOTICE OF INTERIM ORDER (I) APPROVING NOTIFICATION AND HEARING
PROCEDURES FOR CERTAIN TRANSFERS OF AND DECLARATIONS OF WORTH
WORTHLESSNESS WITH RESPECT TO COMMON STOCK, AND (II) SCHEDULING
A FINAL HEARING ON THE APPLICATION THEREOF**

**TO: ALL ENTITIES (AS DEFINED BY SECTION 101(15) OF THE BANKRUPTCY
CODE) THAT MAY HOLD BENEFICIAL OWNERSHIP OF COMMON STOCK OF
TAILORED BRANDS, INC. (THE “COMMON STOCK”):**

PLEASE TAKE NOTICE that, on August 2, 2020 (the “Petition Date”), the above-captioned debtors and debtors in possession (collectively, the “Debtors”) filed petitions with the United States Bankruptcy Court for the Southern District of Texas (the “Court”) under chapter 11 of title 11 of the United States Code (the “Bankruptcy Code”). Subject to certain exceptions, section 362 of the Bankruptcy Code operates as a stay of any act to obtain possession of property of or from the Debtors’ estates or to exercise control over property of or from the Debtors’ estates.

PLEASE TAKE FURTHER NOTICE that on the Petition Date, the Debtors filed the *Debtors’ Emergency Motion Seeking Entry of Interim and Final Orders Approving Notification*

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.

and Hearing Procedures for Certain Transfers of and Declarations of Worthlessness with Respect to Common Stock [Docket No. [___]] (the “Motion”).

PLEASE TAKE FURTHER NOTICE that on [____], 2020, the Court entered the *Interim Order Approving Notification and Hearing Procedures for Certain Transfers of and Declarations of Worthlessness with Respect to Common Stock* [Docket No. [___]] (the “Order”) approving procedures for certain transfers of and declarations of worthlessness with respect to Common Stock, set forth in **Annex 1** attached to the Order (the “Procedures”).²

PLEASE TAKE FURTHER NOTICE that, pursuant to the Order, a Substantial Shareholder may not consummate any purchase, sale, or other transfer of Common Stock or Beneficial Ownership of Common Stock in violation of the Procedures, any such transaction in violation of the Procedures shall be null and void *ab initio*, and certain remedial actions (including mandatory purchases or sales of Common Stock) may be required to restore the status quo.

PLEASE TAKE FURTHER NOTICE that, pursuant to the Order, the Procedures shall apply to the holding and transfers of Common Stock or any Beneficial Ownership therein by a Substantial Shareholder or someone who may become a Substantial Shareholder.

PLEASE TAKE FURTHER NOTICE that, pursuant to the Order, a 50-Percent Shareholder may not claim a worthless stock deduction with respect to Common Stock or Beneficial Ownership of Common Stock, in violation of the Procedures, any such deduction in violation of the Procedures shall be null and void *ab initio*, and the 50-Percent Shareholder shall be required to file an amended tax return revoking such proposed deduction.

² Capitalized terms used but not otherwise defined herein have the meanings ascribed to them in the Order or the Motion, as applicable.

PLEASE TAKE FURTHER NOTICE that, upon the request of any person or entity, the proposed notice, claims, and solicitation agent for the Debtors, Prime Clerk LLC, will provide a copy of the Order and a form of each of the declarations required to be filed by the Procedures in a reasonable period of time. Such declarations are also available via PACER on the Court's website at <https://ecf.txsb.uscourts.gov> for a fee, or free of charge by accessing the Debtors' restructuring website at <http://cases.primeclerk.com/TailoredBrands>.

PLEASE TAKE FURTHER NOTICE that the final hearing (the "Final Hearing") on the Motion shall be held on _____, 2020, at __: __ .m., prevailing Central Time. Any objections or responses to entry of a final order on the Motion shall be filed on or before 4:00 p.m., prevailing Central Time, on _____, 2020, and shall be served on: (a) the Debtors 6100 Stevenson Boulevard, Fremont, California 94538, Attn: A. Alexander Rhodes; (b) 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; (c) proposed co-counsel to the Debtors, Jackson Walker LLP, 1401 McKinney Street, Suite 1900, Houston, Texas 77010, Attn: Matthew D. Cavanaugh and Victoria Argeroplos; (d) the United States Trustee for the Southern District of Texas, 515 Rusk Street, Suite 3516, Houston Texas 77002, Attn: Hector Duran and Stephen Statham; (e) counsel to any statutory committee appointed in these chapter 11 cases; (f) counsel to the Prepetition ABL Agent and the DIP Agent, (i) Morgan Lewis & Bockius LLP, One Federal Street, Boston, Massachusetts 02110, Attn: Matthew F. Furlong, Julia Frost-Davies and Christopher L. Carter, and (ii) Winstead PC, 600 Travis Street, Suite 5200, Houston, Texas 77002, Attn: Sean Davis; (g) counsel to 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; (h) counsel to the indenture trustee for The Men's Wearhouse,

Inc. 7.00% Senior Notes due 2022, Emmet, Marvin & Martin, LLP, 120 Broadway, 32nd Floor, New York, New York 1027 1, Attn: Elizabeth M. Clark; and (i) to the extent not listed herein, those parties requesting notice pursuant to Bankruptcy Rule 20002. In the event no objections to entry of the Final Order on the Motion are timely received, the Court may enter such Final Order without need for the Final Hearing.

PLEASE TAKE FURTHER NOTICE that failure to follow the Procedures set forth in the Order shall constitute a violation of, among other things, the automatic stay provisions of Section 362 of the Bankruptcy Code.

PLEASE TAKE FURTHER NOTICE that any prohibited purchase, sale, other transfer of, or declaration of worthlessness with respect to Common Stock, beneficial ownership thereof, or option with respect thereto in violation of the order is prohibited and shall be null and void *ab initio* and may be subject to additional sanctions as this court may determine.

PLEASE TAKE FURTHER NOTICE that the requirements set forth in the Order are in addition to the requirements of applicable law and do not excuse compliance therewith.

Houston, Texas
[•], 2020

/s/

Matthew D. Cavanaugh (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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and Debtors in Possession*

TAB GG

***Debtor's Emergency Application for Entry of an Order
Authorizing the Employment and Retention of Prime Clerk
LLC as Claims, Noticing, and Solicitation Agent***

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

In re:

TAILORED BRANDS, INC., *et al.*,¹

Debtors.

)
) Chapter 11
)
) Case No. 20-33900 (MI)
)
) (Joint Administration Requested)
) (Emergency Hearing Requested)

**DEBTORS' EMERGENCY APPLICATION FOR ENTRY OF
AN ORDER AUTHORIZING THE EMPLOYMENT AND RETENTION OF
PRIME CLERK LLC AS CLAIMS, NOTICING, AND SOLICITATION AGENT**

EMERGENCY RELIEF HAS BEEN REQUESTED. A HEARING WILL BE CONDUCTED ON THIS MATTER ON AUGUST 3 2020 AT 4:30 P.M. (CENTRAL TIME) IN COURTROOM 404, 4TH FLOOR, 515 RUSK STREET, HOUSTON, TEXAS 77002. IF YOU OBJECT TO THE RELIEF REQUESTED OR YOU BELIEVE THAT EMERGENCY CONSIDERATION IS NOT WARRANTED, YOU MUST EITHER APPEAR AT THE HEARING OR FILE A WRITTEN RESPONSE PRIOR TO THE HEARING. OTHERWISE, THE COURT MAY TREAT THE PLEADING AS UNOPPOSED AND GRANT THE RELIEF REQUESTED.

RELIEF IS REQUESTED NOT LATER THAN AUGUST 3, 2020.

PLEASE NOTE THAT ON MARCH 24, 2020, THROUGH THE ENTRY OF GENERAL ORDER 2020-10, THE COURT INVOKED THE PROTOCOL FOR EMERGENCY PUBLIC HEALTH OR SAFETY CONDITIONS.

IT IS ANTICIPATED THAT ALL PERSONS WILL APPEAR TELEPHONICALLY AND ALSO MAY APPEAR VIA VIDEO AT THIS HEARING.

AUDIO COMMUNICATION WILL BE BY USE OF THE COURT'S DIAL-IN FACILITY. YOU MAY ACCESS THE FACILITY AT (832) 917-1510. YOU WILL BE RESPONSIBLE FOR YOUR OWN LONG-DISTANCE CHARGES. ONCE CONNECTED, YOU WILL BE ASKED TO ENTER THE CONFERENCE ROOM NUMBER. JUDGE ISGUR'S CONFERENCE ROOM NUMBER IS 954554.

YOU MAY VIEW VIDEO VIA GOTOMEETING. TO USE GOTOMEETING, THE COURT RECOMMENDS THAT YOU DOWNLOAD THE FREE GOTOMEETING APPLICATION. TO CONNECT, YOU SHOULD ENTER THE MEETING CODE "JUDGEISGUR" IN THE GOTOMEETING APP OR CLICK THE LINK ON JUDGE ISGUR'S HOME PAGE ON THE SOUTHERN DISTRICT OF TEXAS WEBSITE. ONCE CONNECTED, CLICK THE SETTINGS ICON IN THE UPPER RIGHT CORNER AND ENTER YOUR NAME UNDER THE PERSONAL INFORMATION SETTING.

HEARING APPEARANCES MUST BE MADE ELECTRONICALLY IN ADVANCE OF THE HEARING. TO MAKE YOUR ELECTRONIC APPEARANCE, GO TO THE SOUTHERN DISTRICT OF TEXAS WEBSITE AND SELECT "BANKRUPTCY COURT" FROM THE TOP MENU. SELECT "JUDGES' PROCEDURES & SCHEDULES," THEN "VIEW HOME PAGE" FOR JUDGE ISGUR]. UNDER "ELECTRONIC APPEARANCE" SELECT "CLICK HERE TO SUBMIT

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.

ELECTRONIC APPEARANCE”. SELECT “TAILORED BRANDS, INC. ET AL.”, COMPLETE THE REQUIRED FIELDS AND CLICK “SUBMIT” TO COMPLETE YOUR APPEARANCE.

The above-captioned debtors and debtors in possession (collectively, the “Debtors”)² state as follows in support of this application (this “Application”):

Relief Requested

1. The Debtors seek entry of an order, substantially in the form attached hereto (the “Order”), authorizing the Debtors to employ and retain Prime Clerk LLC (“Prime Clerk”) as claims, noticing, and solicitation agent (the “Claims and Noticing Agent”) in the Debtors’ chapter 11 cases. The Debtors request entry of an order to authorize the Debtors to employ and retain the Claims and Noticing Agent to, among other tasks: (a) serve as the noticing agent to mail notices to the estates’ creditors, equity security holders, and other parties in interest; (b) provide computerized claims, objection, solicitation, and balloting-related services; and (c) provide expertise, consultation, and assistance in claim and ballot processing and other administrative services with respect to these chapter 11 cases. In support of this Application, the Debtors submit the *Declaration of Benjamin J. Steele, Vice President of Prime Clerk, in Support of the Debtors’ Emergency Application for Entry of an Order Authorizing the Employment and Retention of Prime Clerk LLC as Claims, Noticing, and Solicitation Agent* (the “Steele Declaration”), attached hereto.

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

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 Application shall have the meanings given to them in the First Day Declaration.

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 28 U.S.C. § 156(c), sections 105(a), 327, 328(a), and 1107 of title 11 of the Bankruptcy Code, 11 U.S.C. §§ 101–1532, Bankruptcy Rules 2002(f), 2014(a), 2016, and 6003, and rule 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.

Basis for Relief

7. The Debtors request entry of the Order to employ and retain Prime Clerk as the Claims and Noticing Agent for the Debtors and their chapter 11 cases, to, among other tasks:

(a) serve as the noticing agent to mail notices to the Debtors' creditors, equity security holders, and parties in interest; (b) provide computerized claims, objection, solicitation, and balloting database services; and (c) provide expertise, consultation, and assistance in claim and ballot processing and other administrative services with respect to the Debtors' chapter 11 cases, pursuant to the provisions of the engagement agreement attached hereto (the "Engagement Agreement"). The Debtors' selection of Prime Clerk to act as the Claims and Noticing Agent is appropriate under the circumstances and in the best interest of the Debtors' estates. Based on all engagement proposals obtained and reviewed, Prime Clerk's rates are competitive and reasonable given Prime Clerk's quality of services and expertise. The terms of Prime Clerk's retention are set forth in the Engagement Agreement.

8. The Debtors anticipate that schedules of assets and liabilities and statements of financial affairs (collectively, the "Schedules and Statements") will be filed in these chapter 11 cases and that there will be thousands of parties to be noticed and that many of these parties will file claims. In view of the number of anticipated notice parties and the complexity of the Debtors' businesses, the appointment of a claims and noticing agent (a) will provide the most effective and efficient means of, and relieve the Debtors and/or the Office of the Clerk of the Bankruptcy Court (the "Clerk") of the administrative burden of, noticing, administering claims, and soliciting and tabulating votes and (b) is in the best interests of the Debtors, their estates, their creditors, and other parties in interest.

Prime Clerk's Qualifications

9. Prime Clerk is comprised of leading industry professionals with significant experience in both the legal and administrative aspects of large, complex chapter 11 cases. Prime Clerk's professionals have experience in noticing, claims administration, solicitation, balloting,

and facilitating other administrative aspects of chapter 11 cases and experience in matters of this size and complexity. Prime Clerk's professionals have acted as debtor's counsel or official claims and noticing agent in many large bankruptcy cases in various districts nationwide. Prime Clerk's active and former cases include: *Covia Holdings Corp.*, No. 33-295 (DRJ) (Bankr. S.D. Tex.); *J.C. Penney Co.*, (DRJ) (Bankr. S.D. Tex.); *Ultra Petrol. Corp.*, (MI) (Bankr. S.D. Tex.); *Sheridan Holding Co. I, LLC*, (DRJ) (Bankr. S.D. Tex.); *McDermott Int'l, Inc.*, No. 20-30336 (DRJ) (Bankr. S.D. Tex.); *Kingfisher Midstream, LLC*, No. 19-35133 (MI) (Bankr. S.D. Tex.); *EP Energy Corp.*, No. 19-35654 (MI) (Bankr. S.D. Tex.); *Sheridan Holding Co. II, LLC*, No. 19-35198 (MI) (Bankr. S.D. Tex.); *Alta Mesa Res., Inc.*, No. 19-35133 (MI) (Bankr. S.D. Tex.); *Sanchez Energy Corp.*, No. 19-34508 (MI) (Bankr. S.D. Tex.); *Weatherford Int'l plc*, No. 19-33694 (DRJ) (Bankr. S.D. Tex.); *Monitronics Int'l, Inc.*, No. 19-33650 (DRJ) (Bankr. S.D. Tex.); *Libbey Glass Inc.*, No. 20-11439 (LSS) (Bankr. D. Del.); *Exide Holdings, Inc.*, No. 20-11157 (CSS) (Bankr. D. Del.); *The Hertz Corp.*, No. 20-11218 (MFW) (Bankr. D. Del.); *LATAM Airlines Group S.A.*, No. 20-11254 (JLG) (Bankr. S.D.N.Y.); *Frontier Communications Corp.*, No. 20-22476 (RDD) (Bankr. S.D.N.Y.); *Foresight Energy LP*, No. 20-41308 (Bankr. E.D. Mo.); and *PG&E Corp.*, No. 19-30088 (DM) (Bankr. N.D. Cal.).

Services to be Provided

10. This Application pertains to the work to be performed by Prime Clerk under section 327(a) of the Bankruptcy Code and under the Clerk's delegation of duties permitted by 28 U.S.C. § 156(c). Under the Engagement Agreement, Prime Clerk will perform the following services (collectively, the "Services"), as the Claims and Noticing Agent, at the request of the Debtors or the Clerk's Office:

- (a) assist the Debtors with the preparation and distribution of all required notices and documents in accordance with the Bankruptcy Code and the

Bankruptcy Rules in the form and manner directed by the Debtors and/or the Court, including: (i) notice of the commencement of these chapter 11 cases and the initial meeting of creditors under section 341(a) of the Bankruptcy Code; (ii) notice of any claims bar date; (iii) notice of any proposed sale of the Debtor's assets; (iv) notices of objections to claims and objections to transfers of claims; (v) notices of any hearings on a disclosure statement and confirmation of any plan or plans of reorganization, including under Bankruptcy Rule 3017(d); (vi) notice of the effective date of any plan; and (vii) all other notices, orders, pleadings, publications, and other documents as the Debtors, the Court, or the Clerk may deem necessary or appropriate for an orderly administration of these chapter 11 cases;

- (b) maintain an official copy of the Debtors' Schedules and Statements, listing the Debtors' known creditors and the amounts owed thereto;
- (c) maintain (i) a list of all potential creditors, equity holders and other parties in interest and (ii) a "core" mailing list consisting of all parties described in Bankruptcy Rule 2002(i), (j), and (k) and those parties that have filed a notice of appearance pursuant to Bankruptcy Rule 9010, and update and make said lists available upon request by a party in interest or the Clerk;
- (d) to the extent applicable, furnish a notice to all potential creditors of the last date for filing proofs of claim and a form for filing a proof of claim, after such notice and form are approved by the Court, and notify said potential creditors of the existence, amount, and classification of their respective claims as set forth in the Schedules and Statements, which may be effected by inclusion of such information (or the lack thereof, in cases where the Schedules and Statements indicate no debt due to the subject party) on a customized proof of claim form provided to potential creditors;
- (e) maintain a post office box or address for receiving claims and returned mail, and process all mail received;
- (f) for all notices, motions, orders or other pleadings or documents served, prepare and file or cause to be filed with the Clerk an affidavit or certificate of service no more frequently than every seven (7) days that includes: (i) either a copy of the notice served or the docket number(s) and title(s) of the pleading(s) served; (ii) a list of persons to whom it was mailed (in alphabetical order) with their addresses; (iii) the manner of service; and (iv) the date served;
- (g) receive and process all proofs of claim, including those received by the Clerk, check said processing for accuracy and maintain the original proofs of claim in a secure area;
- (h) provide an electronic interface for filing proofs of claim;

- (i) maintain the official claims register for each Debtor (collectively, the “Claims Registers”) on behalf of the Clerk; upon the Clerk’s request, provide the Clerk with certified, duplicate unofficial Claims Registers; and specify in the Claims Registers the following information for each claim docketed: (i) the claim number assigned; (ii) the date received; (iii) the name and address of the claimant and agent, if applicable, who filed the claim; (iv) the address for payment, if different from the notice address; (v) the amount asserted; (vi) the asserted classification(s) of the claim (*e.g.*, secured, unsecured, priority, etc.); (vii) the applicable Debtor; and (viii) any disposition of the claim;
- (j) provide public access to the Claims Registers, including complete proofs of claim with attachments, if any, without charge;
- (k) record all transfers of claims and provide any notices of such transfers as required by Bankruptcy Rule 3001(e);
- (l) implement necessary security measures designed to ensure the completeness and integrity of the Claims Registers and the safekeeping of the original proofs of claim;
- (m) at the request of the Clerk, relocate, by messenger or overnight delivery, all of the Clerk-filed proofs of claim to the offices of Prime Clerk not less than weekly;
- (n) monitor the Court’s docket for all notices of appearance, address changes, and claims-related pleadings and orders filed and make necessary notations on and/or changes to the Claims Register and any service or mailing lists, including to identify and eliminate duplicative names and addresses from such lists;
- (o) identify and correct any incomplete or incorrect addresses in any mailing or service lists;
- (p) assist in the dissemination of information to the public and respond to requests for administrative information regarding these chapter 11 cases as directed by the Debtors or the Court, including through the use of a case website and/or call center;
- (q) provide docket updates via email to parties who subscribe for such service on the Debtors’ case website;
- (r) monitor the Court’s docket in these chapter 11 cases and, when filings are made in error or containing errors, alert the filing party of such error and work with them to correct any such error;

- (s) comply with applicable federal, state, municipal, and local statutes, ordinances, rules, regulations, orders, and other requirements in connection with the services rendered pursuant to the Engagement Agreement;
- (t) if these chapter 11 cases are converted to cases under chapter 7 of the Bankruptcy Code, contact the Clerk within three (3) days of notice to Prime Clerk of entry of the order converting the cases;
- (u) thirty (30) days prior to the close of these chapter 11 cases, to the extent practicable, request that the Debtors submit to the Court a proposed order dismissing Prime Clerk as claims, noticing, and solicitation agent and terminating its services in such capacity upon completion of its duties and responsibilities and upon the closing of these chapter 11 cases;
- (v) within seven (7) days of notice to Prime Clerk of entry of an order closing these chapter 11 cases, provide to the Court the final version of the Claims Registers as of the date immediately before the close of the cases;
- (w) at the close of these chapter 11 cases: (i) box and transport all original documents, in proper format, as provided by the Clerk, to (A) the Philadelphia Federal Records Center, 14700 Townsend Road, Philadelphia, Pennsylvania 19154, or (B) any other location requested by the Clerk; and (ii) docket a completed SF-135 Form indicating the accession and location numbers of the archived claims;
- (x) assist the Debtors with, among other things, plan-solicitation services including: (i) balloting; (ii) distribution of applicable solicitation materials; (iii) tabulation and calculation of votes; (iv) determining with respect to each ballot cast, its timeliness and its compliance with the Bankruptcy Code, Bankruptcy Rules, and procedures ordered by this Court; (v) preparing an official ballot certification and testifying, if necessary, in support of the ballot tabulation results; and (vi) in connection with the foregoing services, process requests for documents from parties in interest, including, if applicable, brokerage firms, bank back-offices and institutional holders;
- (y) if requested, assist with the preparation of the Debtors' Schedules and Statements and gather data in conjunction therewith;
- (z) provide a confidential data room, if requested;
- (aa) coordinate publication of certain notices in periodicals and other media;
- (bb) manage and coordinate any distributions pursuant to a chapter 11 plan; and
- (cc) provide such other processing, solicitation, balloting, and other administrative services described in the Engagement Agreement, that may be requested from time to time by the Debtors, the Court, or the Clerk.

Professional Compensation

11. The Debtors respectfully request that the undisputed fees and expenses incurred by Prime Clerk in the performance of the above Services be treated as administrative expenses of the Debtors' chapter 11 estates pursuant to 28 U.S.C. § 156(c) and section 503(b)(1)(A) of the Bankruptcy Code and be paid in the ordinary course of business pursuant to the Engagement Agreement without further application to or order of the Court.

12. Prime Clerk agrees to maintain records of all services showing dates, categories of services, fees charged, and expenses incurred, and to serve, no less frequently than monthly, invoices on the Debtors, the Office of the United States Trustee, counsel for the Debtors, counsel for any official committee monitoring the expenses of the Debtors, and any party in interest who specifically requests service of the monthly invoices. If any dispute arises relating to the Engagement Agreement or monthly invoices, the parties shall meet and confer in an attempt to resolve the dispute. If resolution is not achieved, the parties may seek resolution of the matter from this Court.

13. Prior to the Petition Date, the Debtors provided Prime Clerk an advance in the amount of \$75,000. Prime Clerk seeks to first apply the advance to all prepetition invoices, and thereafter, to have the advance replenished to the original advance amount, and thereafter, to hold the advance under the Engagement Agreement during these chapter 11 cases as security for the payment of fees and expenses incurred under the Engagement Agreement.

14. Under the terms of the Engagement Agreement, the Debtors agreed to indemnify and hold harmless Prime Clerk and its members, directors, officers, employees, representatives, affiliates, consultants, subcontractors, and agents under certain circumstances specified in the Engagement Agreement, except in circumstances resulting from Prime Clerk's bad faith, gross negligence, fraud, willful misconduct, or as otherwise provided in the Order. The Debtors believe

that such an indemnification obligation is customary, reasonable, and necessary to retain the services of a claims and noticing agent in these chapter 11 cases.

Disinterestedness

15. Prime Clerk has reviewed its electronic database to determine whether it has any relationships with the creditors and parties in interest provided by the Debtors, and, to the best of the Debtors' knowledge, information, and belief, and except as disclosed in the Steele Declaration, Prime Clerk represents that it neither holds nor represents any interest materially adverse to the Debtors' estates in connection with any matter on which it would be employed.

16. To the best of the Debtors' knowledge, Prime Clerk is a "disinterested person" as that term is defined in section 101(14) of the Bankruptcy Code, as modified by section 1107(b) of the Bankruptcy Code, as Prime Clerk represents in the Steele Declaration, among other things, that:

- (a) Prime Clerk, its members, and employees are not and were not, within two years before the date of the filing of these chapter 11 cases, creditors, equity security holders, insiders, or employees of the Debtors;
- (b) Prime Clerk will not consider itself employed by the United States government and shall not seek any compensation from the United States government in its capacity as the Claims and Noticing Agent in these chapter 11 cases;
- (c) by accepting employment in these chapter 11 cases, Prime Clerk waives any rights to receive compensation from the United States government in connection with these chapter 11 cases;
- (d) in its capacity as the Claims and Noticing Agent in these chapter 11 cases, Prime Clerk will not be an agent of the United States and will not act on behalf of the United States;
- (e) Prime Clerk will not employ any past or present employees of the Debtors in connection with its work as the Claims and Noticing Agent in these chapter 11 cases;
- (f) in its capacity as Claims and Noticing Agent in these chapter 11 cases, Prime Clerk will not intentionally misrepresent any fact to any person;

- (g) Prime Clerk shall be under the supervision and control of the Clerk with respect to the receipt and recordation of claims and claim transfers;
- (h) Prime Clerk will comply with all requests of the Clerk and the guidelines promulgated by the Judicial Conference of the United States for the implementation of 28 U.S.C. § 156(c); and
- (i) none of the Services provided by Prime Clerk as Claims and Noticing Agent in these chapter 11 cases shall be at the expense of the Clerk.

Prime Clerk will supplement its disclosure to the Court if any facts or circumstances are discovered that would require such additional disclosure.

17. To the extent that there is any inconsistency between this Application, the Order, and the Engagement Agreement, the Order shall govern.

Emergency Consideration

18. The Debtors request emergency consideration of this Application pursuant to Bankruptcy Rule 6003, which empowers a court to grant relief within the first 21 days after the commencement of a chapter 11 case “to the extent that relief is necessary to avoid immediate and irreparable harm.” An immediate and orderly transition into chapter 11 is critical to the viability of the Debtors’ operations and any delay in gathering the relief requested could hinder the Debtors’ operations and cause irreparable harm. Failure to receive the requested relief during the first 21 days of these chapter 11 cases would severely disrupt the Debtors’ operations at this critical juncture and imperil the Debtors’ restructuring. The Application requests relief from procedural rules and requirements that pertain to matters of immediate significance or which involve deadlines sooner than 21 days after the Petition Date. The relief will save costs and avoid undue administrative burden and confusion only if granted before the applicable deadlines. The Debtors have satisfied the “immediate and irreparable harm” standard of Bankruptcy Rule 6003, certified the circumstances underlying the emergency relief requested pursuant to Local Rule 9013-1(i), and request that the Court approve the relief requested in this Application on an emergency basis.

Waiver of Bankruptcy Rule 6004(a) and 6004(h)

19. 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).

Notice

20. Notice of the hearing on the relief requested in the Application 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.

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

Houston, Texas
August 2, 2020

/s/ Matthew D. Cavanaugh

Matthew D. Cavanaugh (TX Bar No. 24062656)
Kristhy Peguero (TX Bar No. 24102776)
Veronica A. Polnick (TX Bar No. 24079148)
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and Debtors in Possession*

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

Certificate of Accuracy

I certify that the foregoing statements are true and accurate to the best of my knowledge. This statement is being made pursuant to Bankruptcy Local Rule 9013-1(i).

/s/ Matthew D. Cavanaugh

Matthew D. Cavanaugh

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. Cavanaugh

Matthew D. Cavanaugh

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

In re:

TAILORED BRANDS, INC., *et al.*,¹

Debtors.

)
) Chapter 11
)
) Case No. 20-33900 (MI)
)
) (Joint Administration Requested)
) (Emergency Hearing Requested)

**DECLARATION OF BENJAMIN J. STEELE
IN SUPPORT OF DEBTORS' EMERGENCY APPLICATION FOR ENTRY
OF AN ORDER AUTHORIZING THE EMPLOYMENT AND RETENTION OF
PRIME CLERK LLC AS CLAIMS, NOTICING, AND SOLICITATION AGENT**

I, Benjamin J. Steele, under penalty of perjury, declare as follows:

1. I am a Vice President of Prime Clerk LLC ("Prime Clerk"), a chapter 11 administrative services firm whose headquarters are located at One Grand Central Place, 60 East 42nd Street, Suite 1440, New York, New York 10165. Except as otherwise noted in this declaration (this "Declaration"), I have personal knowledge of the matters set forth herein, and if called and sworn as a witness, I could and would testify competently thereto.

2. This Declaration is made in support of the above-captioned debtors' (collectively, the "Debtors") *Debtors' Emergency Application for Entry of an Order Authorizing the Employment and Retention of Prime Clerk LLC as Claims, Noticing, and Solicitation Agent*, filed contemporaneously herewith (the "Application").²

3. Prime Clerk is comprised of leading industry professionals with significant experience in both the legal and administrative aspects of large, complex chapter 11 cases.

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 herein but not otherwise defined shall have the meanings ascribed in the Application.

Prime Clerk's professionals have experience in noticing, claims administration, solicitation, balloting, and facilitating other administrative aspects of chapter 11 cases and experience in matters of this size and complexity. Prime Clerk's professionals have acted as debtor's counsel or official claims and noticing agent in many large bankruptcy cases in various districts nationwide. Prime Clerk's active and former cases include: *Covia Holdings Corp.*, No. 33-295 (DRJ) (Bankr. S.D. Tex.); *J.C. Penney Co.*, (DRJ) (Bankr. S.D. Tex.); *Ultra Petrol. Corp.*, (MI) (Bankr. S.D. Tex.); *Sheridan Holding Co. I, LLC*, (DRJ) (Bankr. S.D. Tex.); *McDermott Int'l, Inc.*, No. 20-30336 (DRJ) (Bankr. S.D. Tex.); *Kingfisher Midstream, LLC*, No. 19-35133 (MI) (Bankr. S.D. Tex.); *EP Energy Corp.*, No. 19-35654 (MI) (Bankr. S.D. Tex.); *Sheridan Holding Co. II, LLC*, No. 19-35198 (MI) (Bankr. S.D. Tex.); *Alta Mesa Res., Inc.*, No. 19-35133 (MI) (Bankr. S.D. Tex.); *Sanchez Energy Corp.*, No. 19-34508 (MI) (Bankr. S.D. Tex.); *Weatherford Int'l plc*, No. 19-33694 (DRJ) (Bankr. S.D. Tex.); *Monitronics Int'l, Inc.*, No. 19-33650 (DRJ) (Bankr. S.D. Tex.); *Libbey Glass Inc.*, No. 20-11439 (LSS) (Bankr. D. Del.); *Exide Holdings, Inc.*, No. 20-11157 (CSS) (Bankr. D. Del.); *The Hertz Corp.*, No. 20-11218 (MFW) (Bankr. D. Del.); *LATAM Airlines Group S.A.*, No. 20-11254 (JLG) (Bankr. S.D.N.Y.); *Frontier Communications Corp.*, No. 20-22476 (RDD) (Bankr. S.D.N.Y.); *Foresight Energy LP*, No. 20-41308 (Bankr. E.D. Mo.); and *PG&E Corp.*, No. 19-30088 (DM) (Bankr. N.D. Cal.).

4. As agent and custodian of Court records pursuant to 28 U.S.C. § 156(c), Prime Clerk will perform, at the request of the Office of the Clerk of the Bankruptcy Court (the "Clerk"), the services specified in the Application and the Engagement Agreement, and, at the Debtors' request, any related administrative, technical, and support services as specified in the Application and the Engagement Agreement. In performing such services, Prime Clerk will charge the Debtors the rates set forth in the Engagement Agreement, which is attached to the Application.

5. Prime Clerk represents, among other things, the following:

- (a) Prime Clerk, its members, and employees are not and were not, within two years before the date of the filing of these chapter 11 cases, creditors, equity security holders, insiders, or employees of the Debtors;
- (b) Prime Clerk will not consider itself employed by the United States government and shall not seek any compensation from the United States government in its capacity as the Claims and Noticing Agent in these chapter 11 cases;
- (c) by accepting employment in these chapter 11 cases, Prime Clerk waives any rights to receive compensation from the United States government in connection with these chapter 11 cases;
- (d) in its capacity as the Claims and Noticing Agent in these chapter 11 cases, Prime Clerk will not be an agent of the United States and will not act on behalf of the United States;
- (e) Prime Clerk will not employ any past or present employees of the Debtors in connection with its work as the Claims and Noticing Agent in these chapter 11 cases;
- (f) Prime Clerk is a “disinterested person” as that term is defined in section 101(14) of the Bankruptcy Code with respect to the matters upon which it is engaged;
- (g) in its capacity as Claims and Noticing Agent in these chapter 11 cases, Prime Clerk will not intentionally misrepresent any fact to any person;
- (h) Prime Clerk shall be under the supervision and control of the Clerk with respect to the receipt and recordation of claims and claim transfers;
- (i) Prime Clerk will comply with all requests of the Clerk and the guidelines promulgated by the Judicial Conference of the United States for the implementation of 28 U.S.C. § 156(c); and
- (j) none of the services provided by Prime Clerk as Claims and Noticing Agent in these chapter 11 cases shall be at the expense of the Clerk.

6. In accordance with section 327(a) of the Bankruptcy Code and Bankruptcy Rule 2014, I caused to be submitted for review by our conflicts system the names of all known potential parties in interest (the “Potential Parties in Interest”) in these chapter 11 cases. The list of Potential Parties in Interest was provided by the Debtors and included, among other parties, the Debtors,

non-Debtor affiliates, current and former directors and officers of the Debtors, significant stockholders, secured creditors, lenders, the Debtors' 30 largest unsecured creditors on a consolidated basis, contract counterparties, landlords, vendors, insurers, utilities, governmental authorities, the United States Trustee and persons employed in the Office of the United States Trustee, and other parties. The results of the conflict check were compiled and reviewed by Prime Clerk professionals under my supervision. At this time, and as set forth in further detail herein, Prime Clerk is not aware of any connection that would present a disqualifying conflict of interest. Should Prime Clerk discover any new relevant facts or connections bearing on the matters described herein during the period of its retention, Prime Clerk will use reasonable efforts to file promptly a supplemental declaration.

7. To the best of my knowledge, and based solely upon information provided to me by the Debtors, and except as provided herein, neither Prime Clerk, nor any of its professionals, has any materially adverse connection to the Debtors, their creditors, or other relevant parties. Prime Clerk may have relationships with certain of the Debtors' creditors as vendors or in connection with cases in which Prime Clerk serves or has served in a neutral capacity as claims and noticing agent and/or administrative advisor for another chapter 11 debtor.

8. Certain of Prime Clerk's professionals were partners of or formerly employed by firms that are providing or may provide professional services to parties in interest in these cases. Such firms include Kirkland & Ellis LLP ("K&E"); Weil, Gotshal & Manges LLP; O'Melveny & Myers LLP; Mayer Brown LLP; Fried, Frank, Harris, Shriver & Jacobson LLP; Bracewell LLP; Proskauer Rose LLP; Curtis, Mallet-Prevost, Colt & Mosle LLP; Baker & Hostetler LLP; Togut, Segal & Segal LLP; Gibson, Dunn & Crutcher LLP; Willkie Farr & Gallagher LLP ("Willkie"); KPMG LLP ("KPMG"); PricewaterhouseCoopers LLP; Epiq Bankruptcy Solutions, LLC; Donlin,

Recano & Company, Inc. and Kurtzman Carson Consultants LLC. Except as may be disclosed herein, these professionals did not work on any matters involving the Debtors while employed by their previous firms. Moreover, these professionals were not employed by their previous firms when these chapter 11 cases were filed.

9. Prime Clerk hereby discloses the following connections, each of which Prime Clerk believes does not present an interest adverse to the Debtors and is disclosed solely out of an abundance of caution:

- I was previously an associate at K&E, counsel to the Debtors in these chapter 11 cases. In addition, Michael J. Frishberg, Co-President and Chief Operating Officer of Prime Clerk, was previously a partner at K&E, counsel to the Debtors in these chapter 11 cases. In addition, Benjamin P.D. Schrag, a Chief Business Development Officer of Prime Clerk, was previously an associate at K&E. I left K&E in August 2013, Mr. Frishberg left K&E in February 2008, and Mr. Schrag left K&E in June 2010. Mr. Frishberg, Mr. Schrag, and I did not work on any matters involving the Debtors while employed by K&E.
- I understand that K&E has represented and currently represents Prime Clerk in matters unrelated to the Debtors and these chapter 11 cases.
- Gabriel Brunswick, Associate General Counsel of Prime Clerk, was formerly an associate at Willkie, one of the Debtors' vendors. Mr. Brunswick left Willkie in January 2020. Mr. Brunswick did not work on any matters involving the Debtors during his time at Willkie.
- Jordan Searles, a Director at Prime Clerk, was previously an audit associate at KPMG, one of the Debtors' vendors. Mr. Searles left KPMG in 2014. Mr. Searles did not work on any matters involving the Debtors during his time at KPMG. Additionally, Mr. Searles' brother, Adam Searles, is a Director at AlixPartners, LLC, the Debtors' proposed financial advisor.

10. Prime Clerk has and will continue to represent clients in matters unrelated to these chapter 11 cases. In addition, Prime Clerk and its personnel have and will continue to have relationships personally or in the ordinary course of its business with certain vendors, professionals, financial institutions, and other parties in interest that may be involved in the Debtors' chapter 11 cases. Prime Clerk may also provide professional services to entities or

persons that may be creditors or parties in interest in these chapter 11 cases, which services do not directly relate to, or have any direct connection with, these chapter 11 cases or the Debtors.

11. Prime Clerk and its personnel in their individual capacities regularly utilize the services of law firms, investment banking and advisory firms, accounting firms, and financial advisors. Such firms engaged by Prime Clerk or its personnel may appear in chapter 11 cases representing the Debtor or parties in interest. All engagements where such firms represent Prime Clerk or its personnel in their individual capacities are unrelated to these chapter 11 cases.

12. Prime Clerk is an indirect subsidiary of Duff & Phelps LLP (“D&P”). D&P is the global advisor that protects, restores and maximizes value for clients. Within the D&P corporate structure, Prime Clerk operates independently from D&P. As such, any relationships that D&P and its affiliates maintain do not create an interest of Prime Clerk that is materially adverse to the Debtors’ estates or any class of creditors or security holders. D&P is not currently identified on the Potential Parties in Interest list, but Prime Clerk makes this disclosure out of an abundance of caution.

13. As part of its conflicts check process, Prime Clerk submitted for review by each of its partners and employees the list of Potential Parties in Interest provided by the Debtors to determine whether any partner or employee holds an adverse interest to any of the Debtors and/or is a “disinterested person,” as such term is defined in the Bankruptcy Code. In addition, the partners and employees of Prime Clerk were asked to review their investment holdings, to the extent possible, to determine whether they have any direct or indirect ownership of the Debtors’ securities. Upon information and belief, and upon such reasonable inquiry by Prime Clerk and the results thereof, Prime Clerk is not aware that any of its partners or employees directly or indirectly own any debt or equity securities of a company that is a Debtor or of any of its affiliates. Moreover,

Prime Clerk has a policy prohibiting its partners and employees from using confidential information that may come to their attention in the course of their work. In this regard, subject to non-discretionary Investment Funds (as defined below), all Prime Clerk partners and employees are barred from trading in securities with respect to matters in which Prime Clerk is retained.

14. As a general matter, in the infrequent case when a Prime Clerk partner or employee may, directly or indirectly, own a debt or equity security of a company which may become or becomes a debtor or a debtor affiliate, such ownership would be substantially less than one percent of any such debtor or debtor affiliate. Additionally, from time to time, Prime Clerk partners or employees may personally invest in mutual funds, retirement funds, private equity funds, venture capital funds, hedge funds and other types of investment funds (the “Investment Funds”), through which such individuals may indirectly acquire a debt or equity security of many companies, one of which may be one of the Debtors or their affiliates. Any partner or employee who has made any such investment does not manage or otherwise control such Investment Fund. The Investment Funds are managed by third parties, and Prime Clerk partners or employees that may invest in the particular Investment Fund have no influence, discretion, or control over the Investment Fund’s decision to buy, sell, or vote any particular debt or equity securities comprising the particular Investment Fund and in certain instances, partners or employees may not be aware of the particular debt or equity securities comprising the particular Investment Fund.

15. Based on the foregoing, I believe that Prime Clerk is a “disinterested person” as that term is defined in section 101(14) of the Bankruptcy Code. Moreover, to the best of my knowledge and belief, neither Prime Clerk nor any of its partners or employees hold or represent any interest materially adverse to the Debtors’ estates with respect to any matter upon which Prime Clerk is to be engaged.

Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing is true and correct to the best of my information, knowledge and belief.

Dated: August 2, 2020
New York, New York

/s/ Benjamin J. Steele

Benjamin J. Steele
Vice President
Prime Clerk LLC
One Grand Central Place
60 East 42nd Street, Suite 1440
New York, New York 10165

Prime Clerk LLC Engagement Agreement

This Agreement is entered into as of July 22, 2020 between Prime Clerk LLC ("**Prime Clerk**") and Tailored Brands, Inc. (together with its affiliates and subsidiaries, the "**Company**").¹

In consideration of the promises set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Services

- (a) Prime Clerk agrees to provide the Company with consulting services regarding legal noticing, claims management and reconciliation, plan solicitation, balloting, disbursements, preparation of schedules of assets and liabilities and statements of financial affairs, communications, confidential online workspaces or data rooms (publication to which, upon the Company Parties' (as defined herein) consent, shall not violate the confidentiality provisions of this Agreement) and any other services agreed upon by the parties or otherwise required by applicable law, governmental regulations or court rules or orders (all such services collectively, the "**Services**").
- (b) The Company acknowledges and agrees that Prime Clerk will often take direction from the Company's representatives, employees, agents and/or professionals (collectively, the "**Company Parties**") with respect to providing Services hereunder. Except as otherwise may be noted herein, the parties agree that Prime Clerk may rely upon, and the Company agrees to be bound by, any requests, advice or information provided by the Company Parties to the same extent as if such requests, advice or information were provided by the Company.
- (c) The Company agrees and understands that Prime Clerk shall not provide the Company or any other party with legal advice.

2. Rates, Expenses and Payment

- (a) Prime Clerk will provide the Services on an as-needed basis and upon request or agreement of the Company, in each case in accordance with the rate structure attached hereto and incorporated by reference herein (the "**Rate Structure**"); provided, however that Prime Clerk will provide a discount of 10% off the attached hourly rates. The Company agrees to pay for reasonable and documented out of pocket expenses incurred by Prime Clerk in connection with providing Services hereunder.
- (b) The Rate Structure sets forth individual unit pricing for each of the Services. The Company may request separate Services or all of the Services.
- (c) Prime Clerk will bill the Company in arrears no less frequently than monthly and shall provide estimates of fees to be incurred upon request by the Company. All invoices shall be due and payable within thirty (30) days of receipt. Where an expense or group of expenses to be incurred is expected to exceed \$10,000 (e.g., publication notice), Prime Clerk may require advance or direct payment from the Company before the performance of Services hereunder.

¹ The Company shall include, to the extent applicable, the Company, as debtor and debtor in possession in any chapter 11 case, together with any affiliated debtors and debtors in possession whose chapter 11 cases are jointly administered with the Company's chapter 11 case.

- (d) In case of a good faith dispute with respect to an invoice amount, the Company shall provide a detailed written notice of such dispute to Prime Clerk within 10 days of receipt of the invoice. The undisputed portion of the invoice will remain due and payable immediately upon receipt thereof.
- (e) The Company shall pay any fees and expenses for Services relating to, arising out of or resulting from any error or omission made by the Company or the Company Parties, as mutually determined by Prime Clerk and the Company.
- (f) The Company shall pay or reimburse any taxes that are applicable to Services performed hereunder or that are measured by payments made hereunder and are required to be collected by Prime Clerk or paid by Prime Clerk to a taxing authority; provided, however, that the Company shall not pay or reimburse any taxes on the net income of Prime Clerk that are required to be paid by Prime Clerk.
- (g) Upon execution of this Agreement, the Company shall pay Prime Clerk an advance of \$75,000. Prime Clerk may use such advance against unpaid fees and expenses hereunder. Prime Clerk may use the advance against all prepetition fees and expenses, which advance then shall be replenished immediately by the Company to the original advance amount; thereafter, Prime Clerk may hold such advance to apply against unpaid fees and expenses hereunder. Following the termination of the Agreement, Prime Clerk shall return to the Company any amount of the advance that remains following application of the advance to the payments of unpaid fees and expenses hereunder.
- (h) Prime Clerk reserves the right to make reasonable increases to the Rate Structure on an annual basis effective on the first business day of each year. If such annual increases represent an increase greater than 5% from the previous year's levels, Prime Clerk shall provide 30 days' notice to the Company of such increases.

3. Retention in Bankruptcy Case

- (a) If the Company commences a case pursuant to title 11 of the United States Code (the "**Bankruptcy Code**"), the Company promptly shall file applications with the Bankruptcy Court to retain Prime Clerk (i) as claims and noticing agent pursuant to 28 U.S.C. § 156(c) and (ii) as administrative advisor pursuant to section 327(a) of the Bankruptcy Code for all Services that fall outside the scope of 28 U.S.C. § 156(c). The form and substance of such applications and any order approving them shall be reasonably acceptable to Prime Clerk.
- (b) If any Company chapter 11 case converts to a case under chapter 7 of the Bankruptcy Code, Prime Clerk will continue to be paid for Services pursuant to 28 U.S.C. § 156(c) and the terms hereunder.

4. Confidentiality

- (a) The Company and Prime Clerk agree to keep confidential all non-public records, systems, procedures, software and other information received from the other party in connection with the Services provided hereunder; provided, however, that if any such information was publicly available, already in the party's possession or known to it, independently developed, lawfully obtained from a third party or required to be disclosed by law, then a party shall bear no responsibility for publicly disclosing such information.

- (b) If either party reasonably believes that it is required to disclose any confidential information pursuant to an order from a governmental authority, such party shall provide written notice to the other party promptly after receiving such order, to allow the other party sufficient time to seek any remedy available under applicable law to prevent disclosure of the information.

5. Property Rights

Prime Clerk reserves all property rights in and to all materials, concepts, creations, inventions, works of authorship, improvements, designs, innovations, ideas, discoveries, know-how, techniques, programs, systems, specifications, applications, processes, routines, manuals, documentation and any other information or property (collectively, "**Property**") furnished by Prime Clerk for itself or for use by the Company hereunder. Fees and expenses paid by the Company do not vest in the Company any rights in such Property. Such Property is only being made available for the Company's use during and in connection with the Services provided by Prime Clerk hereunder.

6. Bank Accounts

At the request of the Company or the Company Parties, Prime Clerk shall be authorized to establish accounts with financial institutions in the name of and as agent for the Company to facilitate distributions pursuant to a chapter 11 plan or other transaction. To the extent that certain financial products are provided to the Company pursuant to Prime Clerk's agreement with financial institutions, Prime Clerk may receive compensation from such institutions for the services Prime Clerk provides pursuant to such agreement.

7. Term and Termination

- (a) This Agreement shall remain in effect until terminated by either party: (i) on 30 days' prior written notice to the other party; or (ii) immediately upon written notice for Cause (as defined herein). "**Cause**" means (i) bad faith, gross negligence or willful misconduct of Prime Clerk that causes material harm to the Company's restructuring under chapter 11 of the Bankruptcy Code, (ii) the failure of the Company to pay Prime Clerk invoices for more than 30 days from the invoice's due date or (iii) the accrual of invoices or unpaid Services in excess of the advance held by Prime Clerk where Prime Clerk reasonably believes it will not be paid.
- (b) If this Agreement is terminated after Prime Clerk is retained pursuant to Bankruptcy Court order, the Company promptly shall seek entry of a Bankruptcy Court order discharging Prime Clerk of its duties under such retention, which order shall be in form and substance reasonably acceptable to Prime Clerk.
- (c) If this Agreement is terminated, Prime Clerk shall promptly provide the Company with all deliverables that are in their then current state of completion and the Company shall remain liable for all amounts then accrued and/or due and owing to Prime Clerk hereunder.
- (d) If this Agreement is terminated, Prime Clerk shall coordinate with the Company and, to the extent applicable, the clerk of the Bankruptcy Court, to maintain an orderly transfer of record keeping functions, and Prime Clerk shall provide the necessary staff, services and assistance required for such an orderly transfer. The Company agrees to pay for such Services pursuant to the Rate Structure.

8. No Representations or Warranties

Prime Clerk makes no representations or warranties, express or implied, including, without limitation, any express or implied warranty of merchantability, fitness or adequacy for a particular purpose or use, quality, productiveness or capacity.

9. Indemnification

- (a) To the fullest extent permitted by applicable law, the Company shall indemnify and hold harmless Prime Clerk and its members, directors, officers, employees, representatives, affiliates, consultants, subcontractors and agents (collectively, the “**Indemnified Parties**”) from and against any and all losses, claims, damages, judgments, liabilities and expenses, whether direct or indirect (including, without limitation, reasonable counsel fees and expenses) (collectively, “**Losses**”) resulting from, arising out of or related to Prime Clerk’s performance hereunder. Without limiting the generality of the foregoing, Losses include any liabilities resulting from claims by any third parties against any Indemnified Party.
- (b) Prime Clerk and the Company shall notify each other in writing promptly upon the assertion, threat or commencement of any claim, action, investigation or proceeding that either party becomes aware of with respect to the Services provided hereunder.
- (c) The Company’s indemnification of Prime Clerk hereunder shall exclude Losses resulting from Prime Clerk’s bad faith, gross negligence, fraud, or willful misconduct.
- (d) The Company’s indemnification obligations hereunder shall survive the termination of this Agreement.

10. Limitations of Liability

Except as expressly provided herein, Prime Clerk’s liability to the Company for any Losses, unless due to Prime Clerk’s gross negligence or willful misconduct, shall be limited to the total amount paid by the Company for the portion of the particular work that gave rise to the alleged Loss. In no event shall Prime Clerk’s liability to the Company for any Losses arising out of this Agreement exceed the total amount actually paid to Prime Clerk for Services provided hereunder. In no event shall Prime Clerk be liable for any indirect, special or consequential damages (such as loss of anticipated profits or other economic loss) in connection with or arising out of the Services provided hereunder.

11. Company Data

- (a) The Company is responsible for, and Prime Clerk does not verify, the accuracy of the programs, data and other information it or any Company Party submits for processing to Prime Clerk and for the output of such information, including, without limitation, with respect to preparation of statements of financial affairs and schedules of assets and liabilities (collectively, “**SOFAs and Schedules**”). Prime Clerk bears no responsibility for the accuracy and content of SOFAs and Schedules, and the Company is deemed hereunder to have approved and reviewed all SOFAs and Schedules filed on its behalf.
- (b) The Company agrees, represents and warrants to Prime Clerk that before delivery of any information to Prime Clerk: (i) the Company has full authority to deliver such information to Prime Clerk; and (ii) Prime Clerk is authorized to use such information to perform Services hereunder.

- (c) Any data, storage media, programs or other materials furnished to Prime Clerk by the Company may be retained by Prime Clerk until the Services provided hereunder are paid in full. The Company shall remain liable for all fees and expenses incurred by Prime Clerk under this Agreement as a result of data, storage media or other materials maintained, stored or disposed of by Prime Clerk. Any such disposal shall be in a manner requested by or acceptable to the Company; provided that if the Company has not utilized Prime Clerk's Services for a period of 90 days or more, Prime Clerk may dispose of any such materials, and be reimbursed by the Company for the expense of such disposition, after giving the Company 30 days' notice. The Company agrees to initiate and maintain backup files that would allow the Company to regenerate or duplicate all programs, data or information provided by the Company to Prime Clerk.
- (d) If Prime Clerk is retained pursuant to Bankruptcy Court order, disposal of any Company data, storage media or other materials shall comply with any applicable court orders and rules or clerk's office instructions.

12. Non-Solicitation

Each party agrees that neither it nor any of its subsidiaries or affiliates shall directly or indirectly solicit for employment, employ or otherwise retain as employees, consultants or otherwise, any employees of the other party during the term of this Agreement and for a period of 12 months after termination thereof unless Prime Clerk provides prior written consent to such solicitation or retention. The foregoing restriction shall not apply to the employment of any person who responds to any general recruitment advertisement by a party in the normal course of business, without specifically targeting or approaching the personnel of the other party.

13. Force Majeure

Whenever performance by a party of any of its obligations hereunder is materially prevented or impacted by reason of any act of God, government requirement, strike, lock-out or other industrial or transportation disturbance, fire, flood, pandemic, epidemic, lack of materials, law, regulation or ordinance, act of terrorism, war or war condition, or by reason of any other matter beyond a party's reasonable control, then such performance shall be excused, and this Agreement shall be deemed suspended during the continuation of such prevention and for a reasonable time thereafter.

14. Choice of Law; Venue

The validity, enforceability and performance of this Agreement shall be governed by and construed in accordance with the laws of the State of New York without regard to its conflict of laws principles thereof. The parties agree that venue is proper in the federal courts located in New York County, New York.

15. WAIVER OF JURY TRIAL

THE PARTIES HERETO IRREVOCABLY WAIVE ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE SERVICES CONTEMPLATED HEREBY.

16. Arbitration

Any dispute arising out of or relating to this Agreement or the breach thereof shall be finally resolved by arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules, and judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction. There shall be three arbitrators named in accordance with such rules. The arbitration shall be conducted in the English language in New York, New York in accordance with the United States Arbitration Act. Notwithstanding the foregoing, during the pendency of any chapter 11 case(s) by the Company, any disputes related to this Agreement shall be decided by the bankruptcy court assigned to such chapter 11 case(s).

17. Integration; Severability; Modifications; Assignment

- (a) Each party acknowledges that it has read this Agreement, understands it and agrees to be bound by its terms and further agrees that it is the complete and exclusive statement of the agreement between the parties, which supersedes and merges all prior proposals, understandings, agreements and communications between the parties relating to the subject matter hereof.
- (b) If any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall in no way be affected or impaired thereby.
- (c) This Agreement may be modified only by a writing duly executed by authorized representatives of the Company and Prime Clerk.
- (d) This Agreement and the rights and duties hereunder shall not be assignable by the parties hereto except upon written consent of the other; provided, however, that Prime Clerk may assign this Agreement to a wholly-owned subsidiary or affiliate without the Company's consent.

18. Effectiveness of Counterparts

This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which shall constitute one and the same agreement. This Agreement will become effective when one or more counterparts have been signed by each of the parties and delivered to the other party, which delivery may be made by exchange of copies of the signature page by fax or email.

19. Notices

All notices and requests in connection with this Agreement shall be sufficiently given or made if given or made in writing via hand delivery, overnight courier, U.S. Mail (postage prepaid) or email, and addressed as follows:

If to Prime Clerk: Prime Clerk LLC
One Grand Central Place
60 East 42nd Street, Suite 1440
New York, NY 10165
Attn: Shai Waisman
Tel: (212) 257-5450
Email: swaisman@primeclerk.com

If to the Company: Tailored Brands, Inc.
6100 Stevenson Blvd
Fremont, CA 94538
Attn: Sandy Rhodes
Tel: (510) 723-8669
Email: Sandy.Rhodes@tailoredbrands.com

With a copy to: Kirkland & Ellis LLP
601 Lexington Avenue
New York, NY 10022
Attn: Anne G. Wallice
Tel: (212) 390-4511
Email: anne.wallice@kirkland.com

[Signature page follows]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of the date first above written.

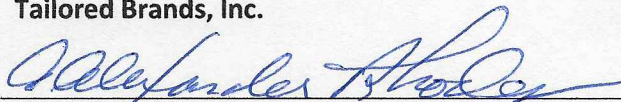
Prime Clerk LLC



By: Shira Weiner

Title: General Counsel

Tailored Brands, Inc.



By: A. Alexander Rhodes

Title: Executive Vice President -- General Counsel, Chief
Compliance Officer, and Corporate Secretary

RATES

Quality.
Partnership.
Expertise.
Innovation.

Claim and Noticing Rates

TITLE	HOURLY RATE
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Analyst

\$35 - \$55

The Analyst processes incoming proofs of claim, ballots and return mail, and physically executes outgoing mailings with adherence to strict quality control standards.

Technology Consultant

\$35 - \$95

The Technology Consultant provides database support for complex reporting requests and administers complicated variable data mailings.

Consultant/Senior Consultant

\$70 - \$170

The Consultant is the day-to-day contact for mailings, updates the case website, prepares and executes affidavits of service, responds to creditor inquiries and maintains the official claim register, including processing of claims objections and transfers. Prime Clerk Consultants have between three and five years of experience.

The Senior Consultant directs the data collection process for the master mailing list and Schedules & SOFA, oversees all mailings, performs quality control checks on all claims and ballots, and generates claim and ballot reports. Prime Clerk's Senior Consultants average over five years of experience.

Director

\$175 - \$195

The Director is the lead contact for the company, counsel and advisors on the case engagement and oversees all aspects of the bankruptcy administration, including managing the internal case team. In many instances, the executives of Prime Clerk will serve in this role at this rate. Prime Clerk's Directors have over ten years of experience and are typically former restructuring attorneys or paralegals.

Chief Operating Officer and Executive Vice President

No charge

Michael Frishberg, Prime Clerk's COO, and Ben Schrag, Prime Clerk's Executive Vice President, both former restructuring attorneys with collectively over twenty five years of experience, will add an additional supervisory layer to this matter at no charge.

RATES

Quality.
Partnership.
Expertise.
Innovation.

Solicitation, Balloting and Tabulation Rates

TITLE	HOURLY RATE
Solicitation Consultant The Solicitation Consultant reviews, tabulates and audits ballots, and executes plan solicitation and other public securities mailings. In addition, the Solicitation Consultant prepares customized reports relating to voting and other corporate events (such as exchange offers and rights subscriptions) and interfaces with banks, brokers, nominees, depositories and their agents regarding solicitations and other communications. Solicitation Consultants average over five years of experience.	\$195

Director of Solicitation The Director of Solicitation is the lead consultant in the plan solicitation process. The Director oversees and coordinates soliciting creditor votes on a plan of reorganization and will attest to solicitation processes and results. The Director also advises on public securities noticing and related actions, including voting, exchange offers, treatment elections, rights subscriptions and distributions and coordinates with banks, brokers, nominees, their agents and depositories to ensure the smooth execution of these processes. Prime Clerk's Director of Solicitation has over 15 years of experience and is a former restructuring attorney.	\$215
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Printing and Noticing Services

Printing	\$0.10 per page
Customization/Envelope Printing	\$0.05 each
Document folding and inserting	No charge
Postage/Overnight Delivery	Preferred Rates
Public Securities Events	Varies by Event
E-mail Noticing	No charge
Fax Noticing	\$0.10 per page
Proof of Claim Acknowledgment Card	\$0.10 per card
Envelopes	Varies by Size

Newspaper and Legal Notice Publishing

Coordinate and publish legal notices	Available on request
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RATES

Quality.
Partnership.
Expertise.
Innovation.

Case Website	
Case Website setup	No charge
Case Website hosting	No charge
Update case docket and claims register	No charge
Client Access	
Access to secure client login (unlimited users)	No charge
Client customizable reports on demand or via scheduled email delivery (unlimited quantity)	No charge
Real time dashboard analytics measuring claim and ballot information and document processing status	No charge
Data Administration and Management	
Inputting proofs of claim and ballots	Standard hourly rates (no per claim or ballot charge)
Electronic Imaging	\$0.12 per image
Data Storage, maintenance and security	\$0.10 per record per month
Virtual Data Rooms	Available on request
On-line Claim Filing Services	
On-line claim filing	No charge
Call Center Services	
Case-specific voice-mail box	No charge
Interactive Voice Response ("IVR")	No charge
Monthly maintenance	No charge
Call center personnel	Standard hourly rates
Live chat	Standard hourly rates
Disbursement Services	
Check issuance and/or Form 1099	Available on request
W-9 mailing and maintenance of TIN database	Standard hourly rates

TLRD Parties in Interest List

Equity Owners	Approximate Ownership %
ADVISORY RESEARCH, INC.	
EMINENCE CAPITAL	
SCION ASSET MANAGEMENT, LLC	
THE VANGUARD GROUP, INC.	7%
IPG INVESTMENT ADVISORS LLC	3%
STATE STREET GLOBAL ADVISORS, INC.	3%
DIMENSIONAL FUND ADVISORS L.P.	3%
INVESCO CAPITAL MANAGEMENT LLC	2%

Debtor entities
JA APPAREL CORP.
JOS. A BANK CLOTHIERS, INC.
JOSEPH ABOUD MANUFACTURING CORP.
K&G MEN'S COMPANY INC.
MOORES RETAIL GROUP CORP.
MOORES THE SUIT PEOPLE CORP.
MWDC HOLDING INC.
NASHAWENA MILLS CORP.
RENEWICK TECHNOLOGIES, INC.
TAILORED BRANDS GIFT CARD CO LLC
TAILORED BRANDS PURCHASING LLC
TAILORED BRANDS, INC.
TAILORED SHARED SERVICES, LLC
TB UK HOLDING LIMITED
THE JOSEPH A. BANK MFG. CO., INC.
THE MEN'S WEARHOUSE, INC.
TMW MERCHANTS LLC

Affiliated Non-debtor entities
ENSCO 645 LIMITED
ENSCO 648 LIMITED
GOLDEN BRAND CLOTHING [CANADA] CORP.
MWUK HOLDING COMPANY LIMITED
TAILORED BRANDS ATLANTIC COMPANY LIMITED
TAILORED BRANDS CENTRAL BV
TAILORED BRANDS EASTERN SOURCING LIMITED
TAILORED BRANDS NOBORUE LIMITED
TAILORED BRANDS PACIFIC COMPANY LIMITED
TAILORED BRANDS SOURCING GROUP
TAILORED BRANDS SOURCING HOLDING COMPANY LIMITED
TAILORED BRANDS WORLDWIDE PURCHASING CO.

Current Officers and Directors	
<u>Name</u>	<u>Title</u>
ARNEY, AIDAN	VICE PRESIDENT, CORPORATE TAX
ASK, CARRIE ANN	CHIEF CUSTOMER OFFICER
BRAGG II, JAMES R.	CHIEF SUPPLY CHAIN OFFICER & EXECUTIVE VP
BRITT, IRENE CHANG	INDEPENDENT DIRECTOR
FUENTES, FRANCISCO	VICE PRESIDENT, RISK MANAGEMENT
GOVE, SUE ELLEN	INDEPENDENT DIRECTOR
HANSEN, RICHARD	EXECUTIVE VICE PRESIDENT OF STRATEGY & ANALYTICS
KILLION, THEOPHILIUS	INDEPENDENT CHAIRMAN
LATHI, DINESH S.	PRESIDENT, CEO & DIRECTOR
NEUTZE, MARK	EXECUTIVE VICE PRESIDENT OF STORE OPERATIONS
RHODES, A. ALEXANDER	EXECUTIVE VP, CHIEF COMPLIANCE OFFICER, GENERAL COUNSEL & CORPORATE SECRETARY
RICCI, STEVE	BRAND PRESIDENT OF K&G
SHERMAN, BORIS P.	CTO & EXECUTIVE VP
SMITH, LAURA ANN	VICE PRESIDENT, ASSISTANT GENERAL COUNSEL - CORPORATE AND SECURITIES LAW AND
SMITH, MICHAEL SHANE	EXECUTIVE VP & CHIEF HUMAN RESOURCES OFFICER
VAZQUEZ, JOHN	VICE PRESIDENT, CHIEF ACCOUNTING OFFICER AND TREASURER
VOLLERO, ANDREW	INDEPENDENT DIRECTOR

Former Officers and Directors (Last 1 year)	End Date
CALANDRA, JACK P.	7/31/2020
EDWAB, DAVID	4/5/2020
NICHOLS, GRACE	6/26/2020
STEIN, SHELDON I.	4/8/2020
VACLAVIK, BRIAN T.	4/3/2020

Largest Trade Vendors
18 INTERNATIONAL LTD
A W CHANG CORPORATION
AD ART
ADOBE SYSTEMS INC
ADP LLC
ADVANCED FACILITY SOLUTIONS, LLC
ADVANTAGE LEASING ASSOC
AETNA INC.
AGILONE, INC
ALLIANCE PRINTING LP
ALLIED UNIVERSAL SECURITY SERVICES
AMALGAMATED NAT'L HEALTH FUND

TLRD Parties in Interest List

AMC NETWORKS INC.
 AMERICAN EXPRESS
 ANYBILL FINANCIAL SERVICES INC
 ANYBILL FINANCIAL SERVICES INC
 APPLIED PREDICTIVE TECHNOLOGIES, INC
 AQUARIUS LTD.
 ARMSTRONG TEASDALE LLP
 ARTWELL KNITTING AND GARMENT FACTORY LTD
 ASTOUND COMMERCE CORPORATION
 AT&T
 BAGIR INTERNATIONAL, INC.
 BAMBOO ROSE LLC
 BANDOLINO SHOES
 BANKS BROTHERS CONSTRUCTION, INC.
 BARCODING INC.
 BBC AMERICA
 BELVEDERE INC.
 BESPOKE FASHION LLC
 BEXIMCO FASHIONS LIMITED
 BIELLA MANIFATTURE TESSILI SRL TALLIA DI
 BLUE CROSS BLUE SHIELD / TEXAS
 BLUE YONDER
 BOOLIM KWANGDUK INC
 BUILDING INSTALLATION GROUP I, INC
 BURMA BIBAS/CIT
 BUSINESS EFFICIENCY SVCS. TODAY, INC
 CALERES INC
 CALVIN KLEIN SUITS/G-III
 CARREMAN (SHANGHAI) CO LTD
 CASS INFORMATION SYSTEMS INC.
 CAULFEILD APPAREL GROUP LTD
 CGS APPAREL VND
 CHEETAHMAIL
 CIGNA HEALTHCARE
 COBB SALAD DESIGN
 COCONA INC
 COLE HAAN
 CONFECCIONES MONZINI
 CONWAY CONSTRUCTION, LLC
 COSIMO FATES SRL
 COYOTE LOGISTICS
 CREATIVE APPAREL SOLUTIONS, INC
 CRITEO CORP
 CS HUDSON INC
 CTV TELEVISION INC.
 CVS PHARMACY, INC
 DAIKO EXPORTS
 DALIAN MODA FASHION CO., LTD
 DELL FINANCIAL SERVICES LLC
 DELTA DENTAL
 DESIGNER GROUP
 DHL EXPRESS (USA), INC.
 DISENOS AVANTE S.A. DE C.V.
 DIVERSITEX INC
 DORFMAN PACIFIC CO
 DRAGO SPA
 E. THOMAS SPA VND
 EASTMAN FOOTWEAR GROUP
 EGYPT CLOTHING CO.
 ELO/LARRY LEVINE
 EMPOWER
 ERWIN PENLAND LLC
 ESPN, INC. - ADVERTISING SALES
 ESQUEL ENTERPRISES LIMITED
 EVAN-PICONE SUITS
 EVERGREEN SHIPPING AGENCY (AMERICA) CORP
 EXPERIAN
 FABIAN COUTURE GROUP
 FABIAN COUTURE GROUP CANADA
 FACEBOOK INC
 FACILITIES SERVICE CENTER
 FEDERAL EXPRESS CORPORATION
 FLEXO CRAFT PRINTS
 FLOREAL INTERNATIONAL LTD
 FLORSHEIM CANADA
 FLORSHEIM SHOE CO.
 FLOW FORMAL ALLIANCE, LLC
 FRCH NELSON
 FUTURISTIC STORE FIXTURES PTE LTD
 GENTRY (1978) INC.
 G-III
 GIORGIO COSANI
 GLOBAL CANADA
 GMI LES LIMITED
 GOOGLE, INC.

TLRD Parties in Interest List

GREAT CHINA EMPIRE
 GREENBERG FARROW ARCHITECTURE, INC
 GRUNER & CO.,INC.
 GSD&M
 H & V BRAVO INC
 HAGGAR CLOTHING CO
 HANGERLOGIC
 HANNAM INC
 HERO TOWERS LTD
 HIGH FASHION SILK (ZHEJIANG) CO LTD
 HORIZON RETAIL CONSTRUCTION
 HOUSTON FOAM PLASTICS
 HUALU WOOLEN LIMITED
 HULU, LLC
 HYUNDAI MERCHANT MARINE CO. LTD
 ICON INTERNATIONAL INC
 IDX CORPORATION
 INDIUM SOFTWARE, INC
 INSIDE EDGE COMMERCIAL INTERIOR SVCS LLC
 INTEGRITY COMMUNICATIONS & SOLUTIONS,INC
 ISACO INTERNATIONAL CORP
 ITOCHU PROMINENT USA LLC
 JACK VICTOR
 JACK VICTOR LIMITED
 JAG BUILDING GROUP INC.
 JAN LESLIE CORPORATION
 JEMMA APPAREL
 JIANGSU HONGDOU IMP. & EXP. CO LTD
 JIANGSU SUNSHINE CO. LTD./ FABRIC WIRE
 JIANGSU SUNSHINE GARMENT CO. LTD
 JIAXING BURLINGTON TEXTILE COMPANY LTD
 JIMLAR CORPORATION
 JOHNSTON & MURPHY SHOE CO.
 JONES APPAREL GROUP
 JOYMARK
 JUDY'S GROUP/CA WHSE
 KANGOL HAT INC.
 KASPER ASL LTD
 KELLY GRACE CORPORATION
 KENNETH COLE FOOTWEAR
 KENNETH COLE PANTS
 KENNETH COLE PRODUCTION/ROYALTIES/ADVERT
 KENNETH COLE TAILORED
 KENNETH COLE/PVH
 KIDS WORLD OF USA
 KIM TOAN JEANS CO. LTD
 KOUPER-FKS INDUSTRIES, INC
 LAGUNA CLOTHING(MAURITIUS)LTD
 LANIER CLOTHES/OXFORD INDUSTRIES
 LANIFICIO ERMENEGILDO ZEGNA & FIGLI SPA
 LANIFICIO NOVA FIDES SPA
 LANIFICIO T.G. DI FABIO SPA
 LENNOX INDUSTRIES, INC
 LENOVO (UNITED STATES) INC.
 LEVI STRAUSS & CO (CANADA) INC
 LI & FUNG
 LOGICSOURCE INC
 LOIS JEANS & JACKETS
 LU AN GARMENT CO LTD
 LU THAI TEXTILE CO., LTD
 LUCKY BRAND JEANS
 MAERSK INC
 MAGNUM STAFFING SERVICES
 MANAGEMENT RESOURCE SYSTEMS, INC.
 MANHATTAN ASSOCIATES
 MANTERO SETA SPA
 MARCRAFT CLOTHES
 MARZOTTO WOOL MANUFACTURING SRL
 MATRIX CLOTHING PVT LTD
 MCALLISTER RETAIL SERVICES INC
 MCKINSEY & COMPANY, INC.
 MEDALLIA INC
 MENASHA PACKAGING CO, LLC
 MICROSOFT CORPORATION
 MICROSOFT ONLINE, INC.
 MIDWEST GARMENT INC.
 MLE MERCHANDISING SIGN SOLUTIONS, INC
 MM FASHION AND DESIGN INC
 MONOBAIK INC.
 MOREDIRECT, INC
 NATIONAL PLUS PLAN
 NFL PROPERTIES, LLC
 NICE EARN LIMITED
 NINA LEONARD/LANCO APP.
 NOVALAN S.A. DE C.V.

TLRD Parties in Interest List

NUNN BUSH CANADA
 OAKHURST PARTNERS LLC JBC FINISHED GOODS
 ORACLE AMERICA INC
 OXFORD SHIRTMAKERS
 P.T. DAESE GARMIN
 PACESETTER PERSONNEL SERVICES
 PACIFIC ALLIANCE
 PACWAV, LLC
 PAN PACIFIC PLASTICS MGF., INC.
 PEERLESS CLOTHING INC.
 PERRY ELLIS ACCESSORIES
 PERRY ELLIS MENSWEAR LLC
 PHILLIPS VAN HEUSEN CORP
 PINNACLE BRAND GROUP
 PIVOT TECHNOLOGY SERVICES CORP
 PLANES MOVING & STORAGE INC
 PLATINUM DESIGNS CORPORATION
 PO FUNG KNITTING FTY
 PRODUCTOS TEXTILES
 PROTECTION ONE
 PROTIVITI, INC.
 PROVECTUS IT INC
 PT UNGARAN SARI GARMENTS
 PVH DRESS SHIRT GROUP
 QST INDUSTRIES INC.
 RAKUTEN MARKETING LLC
 RANDA CANADA LTD
 RAYBEAM, INC
 REFLEXIS SYSTEMS, INC
 REGAL USA
 RESPEKTWEAR APPAREL GROUP R&R
 REVEL BRAND AND MARKETING STRATEGY
 ROADONE INTERMODALOGISTICS
 ROGERS SPORTS NETWORK
 ROI SOLUTIONS LLC
 ROTH BROTHERS INC
 RR DONNELLEY
 RYDER INTEGRATED LOGISTICS, INC.
 RYDER TRANSPORTATION SVS / CHICAGO
 S M SIGNATURE INC.
 SALES FORCE
 SATPHIRE SPORTSWEAR LTD
 SCENTS OF WORTH
 SEGERDAHL GRAPHICS
 SG CORPORATION
 SHANGHAI SHENDA AMERICA, LLC
 SHENGZHOU YUELONG TIE & APPAREL CO, LTD
 SILVER CREST CLOTHING PVT, LTD
 SILVER SILK OF SAFIRE INC
 SILVER SPARK APPAREL M2M LTD/ WIRE
 SKILLNET SOLUTIONS INC.
 SMART SHIRTS KNITS LIMITED
 SMART SHIRTS LIMITED
 SMYTHE TRADING COMPANY LTD
 SO DELICIOUS MANAGEMENT GROUP
 SOLUTIONS MANAGEMENT INC
 SOUTH ASIA KNITTING FACTORY LTD/ WIRE
 SPENSER JEREMY
 STACY ADAMS
 STACY ADAMS SHOE CO.
 STAPLES
 STARCOM WORLDWIDE, INC
 SUCCESSORI REDA SPA
 SUN LIFE FINANCIAL
 SUPERBA, INC.
 SWISS GARMENTS COMPANY
 TAG MANUFACTURING CO
 TARRANT LIGHTING
 TATA CONSULATANCY SERVICES LIMITED
 TEXAS AIR MECHANICAL
 TEXTILE IMPORT/GMAC
 THE KNOT WORLDWIDE, INC
 THE LEVY GROUP
 THREEKIT, INC
 TOMMY JOHN
 TOP GENUINE, LLC
 TRAJES INTERNACIONALES, SA DE C.V.
 TRANSCO PLASTIC INDUSTRIES LTD
 TRANSPACIFIC INC.
 TREDENCE INC
 TREND MARKETING WHOLESALE INC
 UNIFIED ACCESSORIES
 UNIFIED INC
 UNIVERSAL CUSTOM DISPLAY, INC.
 UPLAND SOFTWARE, INC

TLRD Parties in Interest List

UPS SCS DALLAS
 UPS SCS INC.
 VAN HEUSEN
 VASWANI INC
 VERA WANG
 VETEMENTS PEERLESS CLOTHING
 VITALE BARBERIS CANONICO SPA
 VOLUNTEER LOGISTICS INC.
 VORYS, SATER, SEYMOUR AND PEASE LLP
 W&H SYSTEMS INC
 WAGE WORKS
 WAWAK
 WCH GROUP, INC
 WESTERN GLOVE WORKS
 WH BUYER, LLC DBA WHP GLOBAL
 WILLIS TOWERS WATSON US LLC
 WILLKIE FARR & GALLAGHER LLP
 WOLFGANG, LLC
 WOO YANG VINA CO., LTD
 WORLD WIDE TECHNOLOGY
 WUXI XIEXIN WORSTED SPINNING/ WIRE
 XTIVIA INC
 ZHEJIANG SPRINGAIR GROUP CO (FACT.) VND
 ZHEJIANG VISION TEXTILE CO LTD

Benefit Providers

FARMINGTON ADMINISTRATIVE SERVICES INC
 LINCOLN NATIONAL LIFE (LNL)
 MANULIFE BANK OF CANADA
 NEW ENGLAND JOINT BOARD
 QUEST DIAGNOSTICS
 VIRGIN PULSE, INC
 WILLIE LOPEZ FUND

Trustees & Agents

BANK OF NEW YORK MELLON	TRUSTEE FOR THE NOTES
JPMORGAN CHASE BANK, N.A.	ADMINISTRATIVE AGENT AND COLLATERAL AGENT FOR THE ABL AND TERM LOAN LENDERS
WSFS FINANCIAL CORPORATION	SUCCESSOR AGENT FOR THE TERM LOAN LENDERS

Trustee & Agent Counsel

<u>Counsel</u>	<u>Trustee/Agent</u>
EMMET, MARVIN & MARTIN, LLP	BANK OF NEW YORK MELLON
MORGAN LEWIS	JPMORGAN CHASE BANK, N.A.
CLIFFORD CHANCE	WSFS FINANCIAL CORPORATION

ABL Revolver Holders

JPMORGAN CHASE BANK, N.A.

Hedging Counterparties

US BANK NATIONAL ASSOCIATION
 WELLS FARGO BANK N.A.

First Lien Term Loan Lenders

AEGON USA INVEST MGT (AS AGT)
 ALDEN GLOBAL CAP LTD
 ALLIANZ GLOBAL INVESTORS US L
 AMUNDI PIONEER AM INC (AS AGT)
 ARBOUR LANE CAPITAL MGMT LP
 ARES MANAGEMENT LLC (AS AGT)
 ASSURANT INC
 BARCLAYS BK PLC
 BARINGS LLC (AS AGENT)
 BARROW, HANLEY, MEWHINNEY & ST
 BENEFIT STREET PARTNERS LLC
 CANARAS CAP MGMT LLC
 CANYON CAP ADVISORS LLC
 CARLSON CAPITAL, L.P.
 CARLYLE INV MGMT L.L.C.
 CIFIC ASSET MANAGEMENT LLC
 CRESCENT CAPITAL GROUP LP(AGT)
 CVC CR PARTS LLC
 DK MANAGEMENT PARTNERS LP
 FIRST EAGLE ALT CREDIT
 FIVE ARROWS MANAGERS NA LLC
 GUARDIAN INV SERV LLC (AS AGT)
 HIGHLAND CAPITAL MANAGEMENT
 INTERMEDIATE CAP GR PLC (AGY)
 INVESCO SR SECURED MGMT INC
 INVESTCORP CREDIT MGMT US LLC
 KING STREET CAPITAL MANAGEMENT
 LIBERTY BANK
 LOOMIS SAYLES AND CO LP (AS AG
 LORD, ABBETT & CO. LLC (AGT)
 MARATHON ASSET MANAGEMENT LP
 MARBLE POINT CREDIT MGMT LLC

TLRD Parties in Interest List

MEDALIST PARTNERS CORPORATE
 MJX ASSET MGMT LLC
 NEXBANK SSB
 PALMER SQUARE CAPITAL MGT
 PAR-FOUR INV MGT, LLC
 PGIM INC
 SMITH MANAGEMENT LLC
 STEELE CREEK
 TD ASSET MGMT INC. (AS AGT)
 THRIVENT INV MGMT INC(AS AGENT
 TIAA-CREF INV MGMT(AS AGT)
 TRIMARAN ADVISORS LLC
 VOYA INV MGMT CO LLC
 WELLS FARGO BANK, NATIONAL ASS
 WESTERN ASSET MGMT COMPANY, LL
 WHITEHORSE CAPITAL PARTNERS LP
 WHITESTAR ASSET MANAGEMENT LLC
 ZAIS GR LLC

Noteholders

ALTRIUS CAPITAL MANAGEMENT, INC.
 ANAXIS ASSET MANAGEMENT
 AQR CAPITAL MANAGEMENT, LLC| CNH PARTNERS, LLC
 ARES MANAGEMENT, LLC| BENEFIT STREET PARTNERS, LLC| BRIGADE CAPITAL MANAGEMENT, L.P.[...]
 BLACKROCK FUND ADVISORS
 CAMELOT PORTFOLIOS, LLC
 DDJ CAPITAL MANAGEMENT, LLC| MELLON INVESTMENTS CORPORATION| POST ADVISORY GROUP, LLC|...
 DURIG CAPITAL, LLC
 EMPLOYEES RETIREMENT SYSTEM OF TEXAS
 FIRST EAGLE INVESTMENT MANAGEMENT, LLC
 GLG PARTNERS, L.P.
 L & S ADVISORS, INC.
 LA FRANCAISE ASSET MANAGEMENT S.A.S.
 LEGAL & GENERAL INVESTMENT MANAGEMENT AMERICA, INC.
 LEGAL & GENERAL INVESTMENT MANAGEMENT, LTD
 LOOMIS SAYLES & COMPANY, L.P.
 LORD, ABBETT & CO., LLC (ASSET MANAGEMENT)
 MACKAY SHIELDS, LLC
 MELLON INVESTMENTS CORPORATION
 MONT BLANC CAPITAL MANAGEMENT AG
 NEW JERSEY DIVISION OF INVESTMENT
 PIMCO - PACIFIC INVESTMENT MANAGEMENT COMPANY
 SCHRODER INVESTMENT MANAGEMENT NORTH AMERICA, INC.
 SCHRODER INVESTMENT MANAGEMENT, LTD
 SEB INVESTMENT MANAGEMENT AB
 T. ROWE PRICE ASSOCIATES, INC.
 TD ASSET MANAGEMENT, INC.
 VICTORY CAPITAL MANAGEMENT, INC.
 VOYA INVESTMENT MANAGEMENT COMPANY, LLC
 ZEO CAPITAL ADVISORS, LLC
 ZÜRCHER KANTONALBANK

Restructuring Professional Service Providers to Debtors

A&G REALTY PARTNERS, LLC	REAL ESTATE ADVISORS
ALIXPARTNERS	COMPANY ADVISOR
FTI CONSULTING, INC.	PUBLIC RELATIONS
KIRKLAND & ELLIS LLP	COMPANY COUNSEL
PJT PARTNERS INC.	COMPANY INVESTMENT BANKER
PRIME CLERK LLC	CLAIMS AND NOTICING AGENT

Ordinary Course Professionals**Service**

ARMSTRONG TEASDALE LLP	LEGAL SERVICES
BAKER & MCKENZIE	LEGAL SERVICES
CENTRALIS CAYMAN LIMITED	LEGAL SERVICES
FRAGOMEN, DEL REY, BERNSSEN & LOEWY LLP	LEGAL SERVICES
FREETHS LLP	LEGAL SERVICES
GREENBERG TRAURIG LLP	LEGAL SERVICES
STEWART MCKELVEY STIRLING SCALES	LEGAL SERVICES
VENABLE LLP	LEGAL SERVICES
VORYS, SATER, SEYMOUR AND PEASE LLP	LEGAL SERVICES

Accountants & Auditors

DELOITTE LLP
 KPMG LLP

Restructuring Professional Service Providers to Creditors

BERKELEY RESEARCH GROUP	LENDER FINANCIAL ADVISOR (REVOLVER)
GIBSON DUNN	LENDER COUNSEL
HOULIHAN LOKEY	LENDER INVESTMENT BANKER
MORGAN LEWIS	LENDER COUNSEL (REVOLVER)

Landlords & Sub-Tenants

1663321 ONTARIO INC.
 1ST COMMERCIAL REALTY GROUP INC
 705 FIVE DEVELOPMENT GROUP

TLRD Parties in Interest List

A&C ASSOCIATES
A.I.Z. REALTIES
ABG5 LLC
ACF PROPERTY MANAGEMENT, INC
ADAM STREET PARTNERS
ADVANCED REALTY
ADVENTURE LAND
AGC GARFUNKEL
ALLIANCE REAL ESTATE SERVICES
ALLIE MALLAD
ALLIED DEVELOPMENT
ALMADEN PLAZA SHOPPING CENTER, INC.
AMCAP
AMERICAN ASSET CORPORATION
ANB PROPERTY CORPORATION
AR GLOBAL
ARA/AMERICAN REALTY ADVISORS
ARCITERRA COMPANIES, LLC
ARGUS MGMT LLC
ARMADA HOFFLER PROPERTIES
ARONOV REALTY MANAGEMENT
ARTIS REIT
ASHKENAZY ACQUISITIONS CORP
ATHENA PROPERTY MANAGEMENT
ATOMIC INVESTMENTS INC.
AVR REALTY
AZAD COMMERCIAL REALTY SERVICES, LLC
AZARIAN GROUP
AZT CORPORATION
BA GREENSBORO, LLC
BANTA MANAGEMENT
BARBARA S. CANNING FAMILY TRUST
BASSER KAUFMAN
BAYER PROPERTIES
BEL-RIVE
BENNETT WILLIAMS
BENTALLGREENOAK
BERBERIAN COMPAINES
BIANCO PROPERTIES
BIERBRIE DEVELOPMENT
BLACK CREEK GROUP
BLDG MANAGEMENT CO., INC.
BLUE SKY PLAZA, LLC
BOOKAZINE
BP REAL ESTATE INC.
BPG GROUP
BRANG COMPANY
BRINDLE DRIVE OWNER LLC
BRIXMOR PROPERTY GROUP
BROAD REACH RETAIL
BROOKFIELD LAKES WISCONSIN REALTY LP
BURNHAM USA EQUITIES, INC.
CADILLAC FAIRVIEW
CAMDEN VILLAGE, LLC
CAPITAL LAVAL PARTNERSHIP LTD.
CARROLL S. DAWSON (SPELLING UPDATE)
CARROLLTON ENTERPRISES
CASTO
CBL & ASSOC MANAGEMNT INC
CBRE
CENTENNIAL LAKES PLAZA LLC
CENTER AT ELIDA,LLC
CENTER CORP RETAIL
CENTERCAL PROPERTIES
CENTRE CORP
CENTRUM STATION, LLC
CERMACK PLAZA ASSOCIATES
CIM GROUP
CIRCLE PLAZA ASSOCIATES
CITATION MANAGEMENT
CITY VIEW COMMERCIAL
CLARION PARTNERS
CLEVELAND LEXINGTON INVESTORS, L.L.C.
CLPF-TUKWILA, L.P.
COGIR
COLLIERS
COLLIERS INTERNATIONAL MANAGEMENT
COMMONWEAL DEVELOPMENT CORP.
CONTINENTAL REALTY CORPORATION
COOPER POINT ASSOCIATES
COURTELIS
CPD DEVELOPMENTS
CRAWFORD
CROMBIE
CROSSMAN & COMPANY

TLRD Parties in Interest List

CRS REALTY
 CSM CORPORATION
 CTC BEAVERTON LLC MANAGEMENT
 CUSHMAN & WAKEFIELD
 CVK CORP.
 CVSC, LLC
 DAKOTA REIT
 DANY LAVY AND STEPHEN J. SHILLER
 DAVIS FURNITURE INDUSTRIES, INC
 DCG DEVELOPMENT
 DCM GROUP
 DENNY ELWELL COMPANY
 DONAHUE SCHRIBER REALTY GROUP
 DOUGLAD DEVELOPMENT
 DRURY DEVELOPMENT CORPORATION
 DUNHILL PARTNERS
 DWS
 EARL W. KAZIS ASSOCIATES, INC.
 ECHO REALTY
 EDWARDS REALTY
 EK MT. KISCO LLC
 ELLSWORTH REALTY, L.L.C.
 ENTRADA PARTNERS
 E-PLAN, LLC
 EQUITY INVESTMENT GROUP
 EQUITY MANAGEMENT
 ETHAN CONRAD PROPERTIES
 FAIRBOURNE
 FAIRBOURNE PROPERTIES
 FARLEY WHITTIER PARTNERS
 FEDDER
 FERRIS DEVELOPMENT
 FINARD
 FINMARC MANAGEMENT, INC.
 FIRST BEACON INVESTMENTS
 FIRST CAPITAL BRIDGEPORT CORPORATION
 FIRST GULF
 FIRST INTERSTATE PROPERTIES, LTD
 FLAD DEVELOPMENT
 FLATELY CO
 FOUNDRY COMMERCIAL
 FRYD PROPERTIES
 G3 REAL ESTATE SERVICES LLC
 GARY SOLOMON COMPANY
 GCE OUTPARCELS, LLC
 GERSHMAN PARTNERS
 GK DEVELOPMENT
 GLENWOOD DEVELOPMENT COMPANY
 GOLDMARK
 GRANT & LEWIS
 GRIER METCALF, LLC
 GUMBERG
 HAMILTON PROPERTIES
 HARRIS REALTY
 HARRY MAZGEDIAN
 HAVDECO PARTNERS
 HELMERICH & PAYNE PROPERTIES, INC.
 HGA WOODLAND HILLS LLC
 HILL PARTNERS
 HILLEL J. AUERBACH
 HINES GLOBAL REIT 2615 MED CENTER PARKWAY LLC
 HOWARD ALLEN
 HP CAP
 HURBER MANAGEMENT
 HUTENSKY
 HUTTON PASCO G5, LLC
 INLAND COMMERCIAL REAL ESTATE SERVICES, LLC
 INVESCO LTD
 IPA COMMERCIAL REAL ESTATE
 IVANHOE CAMBRIDGE
 J&B PROPERTIES
 J. WALTERS CONSTRUCTION CO.
 J.E. PERRON
 JAMA CAPITAL PARTNERS
 JASON ROBINSON
 JBGSMITH
 JBL MANAGEMENT
 JEFFREY ANDERSON REAL ESTATE
 JEWELL CAPITAL
 JHM PROPERTIES
 JIM AND SANDRA BEARDMORE
 JKE PROPERTY
 JONES LANG LASALLE
 JMK BOCA PAD, LLC
 JOHN MCGARRY

TLRD Parties in Interest List

JONES & WEIKEL PARTNERSHIP
 JRC INVESTMENT
 K & J PARTNERSHIP
 KAMG MANAGEMENT CORPORATION
 KAY MANAGEMENT
 KAYLAN PROPERTIES
 KENWOOD CENTER LLC
 KEYPOINT PARTNERS
 KIMCO
 KINGSTON REAL ESTATE LLC
 KIRCO
 KITCHELL DEVELOPMENT COMPANY
 KITSCHON PARTNERS
 KLK PROPERTIES
 KRUEGER DEVELOPMENT
 LEGACY ASSET MANAGEMENT, LLC
 LEVIN MANAGEMENT CORPORATION
 LEXINGTON REALTY
 LIVINGSTON PROPERTIES
 LLOYD COMPANIES
 LUXOR MANAGEMENT
 M & J BIG WATERFRONT AMITY SQ, LLC
 MACH GROUPE
 MADISON INTERNATIONAL REALTY
 MADISON MARQUETTE
 MAEPO,INC
 MAPLE LEAF INVESTMENTS
 MARPLE XYZ ASSOCIATES, L.P.
 MASON CREEK LLC/ GARLAND GROUP
 MAUS, WARWICK, MATTHEWS & CO.
 MAY-GOLD PROPERTIES LTD.
 MELCOR
 MERRITT PROPERTIES
 MFI REALTY
 MID-AMERICA GROUP
 MID-PIKE LLC
 MIDTOWN REALTY
 MILLCRAFT IDEAS
 MINUK CORP.
 MISSION PROPERTIES
 MK PROPERTY SERVICES LLC
 MORGUARD
 MRV COMPANIES
 MUIR INVESTMENT HOLDINGS
 MURBER DEVELOPMET CO., LTD
 NAMDAR
 NASSIMI REALTY
 NATIONAL REAL ESTATE MANAGEMENT CORP.
 NEIL WALTER COMPANY
 NEW MARKET PROPERTIES
 NEWMARK I, LLC
 NORBLOM COMPANY
 NORTHLAND MANAGEMENT CORP.
 NORTHRUP GROUP
 NUVEEN
 NUVEEN
 OLSHAN PROPERTIES
 ON SITE RETAIL GROUP
 ORLANDO CORP.
 ORR DEVELOPMENT
 OSBORNE CAPITAL
 PACE - 64 ASSOCIATES, L.L.C.
 PACIFIC DEVELOPMENT GROUP
 PALMS ASSOCIATES
 PAOLINO PROPERTIES
 PAYNTER REALTY & INVESTMENTS, INC.
 PEARSON PROPERTIES
 PENN GROUP
 PENN REAL ESTATE GROUP
 PERGAMENT
 PETRIE RICHARDSON
 PIER 1
 PINE TREE, LLC
 PLAZA CORP.
 PLUM MARKET
 PMM
 POAG
 POE & CRONK
 POLIMENI
 PONTE GADEA
 POP REALTY CORP.
 PREFERRED OFFICE PROPERTIES
 PREFERRED PROPERTY DEVELOPMENT
 PRIMARIS
 PROMENADE AT HAYWOOD, LLC

TLRD Parties in Interest List

PYRAMID WALDEN COMPANY LP
 QUALICO
 R&J GROSSE POINTE, LLC
 RAINBOW ARROYO COMMONS, LLC
 RAINBOW INVESTMENT CO.
 RAINBOW PROPERTY MANAGEMENT INC.
 RAINIER COMPANIES
 RAJESH DHERI
 RBL REAL ESTATE
 RED DEVELOPMENT
 REGENCY CENTERS
 REZNICK LAW
 RICHARD BOMBARDIERI
 RICHTON TIE AND TIMBER, LLC
 RIOCO
 RIVERSTONE CAPITAL GROUP
 RIVERWOOD PROPERTIES
 RJR ML, LLC
 ROBERT'S CONSTRUCTION
 ROBERTS EQUITIES
 ROCKROSE
 ROSS REAL ESTATE VENTURES, LLC
 RPT REALTY
 RURAL STORES
 SALGREEN REALTY
 SANDOR DEVELOPMENT
 SCHLOSSER DEVELOPMENT
 SCI VERDAE FUND, LLC & SCI ENTITIES
 SDD, INC.
 SEATTLE RETAIL
 SEDEL & ASSOCIATES REALTY, INC.
 SELIG ENTERPRISES
 SELIGMAN WESTERN ENTERPRISES, LTD.
 SHAPE
 SHER PARTNERS
 SHINDICO
 SHINDICO
 SHOPCORE
 SHORELINE REAL ESTATE
 SILVEIRA BUILDING
 SILVERVIEW PARTNERS
 SIMON CAPITAL GP
 SIMON PROPERTY GROUP LP
 SINGERMAN REAL ESTATE
 SOLTRON
 SOUTHEAST PROPERTY MANAGEMENT
 SPIEGEL ASSOCIATES
 SPINOSO REAL ESTATE GROUP
 SPRINGWOOD
 STARWOOD RETAIL
 STATE STREET RETAIL, LLC
 STEINER
 STEINER EQUITES
 STEJER DEVELOPMENT
 STOCKBRIDGE
 STONEMAR PROPERTIES
 STONEWOOD REAL ESTATE
 STORMONT PROPERTIES
 STRATALLEN
 STUYVESANT PLAZA INC.
 SUN EI WONG TRUST
 SUNBELT INVESTMENT HOLDINGS INC.
 T.J. LO & CO.
 TANASBOURNE RETAIL CENTER LLC
 TANBAY HOLDINGS INC.
 TANURB DEVELOPMENTS
 TERRACAP
 TERRACO REAL ESTATE
 TERRANOVA CORP
 THE BEDRIN ORGANIZATION
 THE BIG TV
 THE BROADBENT COMPANY
 THE CHAMBERS GROUP
 THE GEORGE SORICH COMPANY
 THE HOFFMAN COMPANIES
 THE KROENKE GROUP
 THE PM COMPANY
 THE WIDEWATERS GROUP
 THE WINDSOR CO
 TIARNA REAL ESTATE SERVICES
 TIM MULDOWNEY/BHARAT PURI
 TPF EQUITY REIT
 TRANSWESTERN
 TRI COUNTY MALL
 TRIANGLE EQUITIES

TLRD Parties in Interest List

TRICOMMERCIAL
 TRI-KELL INVESTMENTS, INC.
 TRIMARCO FACILITY MANAGEMENT SERVICES, LLC
 TRINITY CENTRE LLC
 TRIPOWER PROPERTIES
 TRUSTS UNDER THE WILL OF MILDRED BROWN
 TURNBERRY
 UNICO PROPERTIES LLC
 UNITED DEVELOPMENT SERVICES, LLC
 UNITED TRUST COPORATION
 UPTON PROPERTIES
 VALLEY ASSET MANAGEMENT
 VALLEY RIVER SOUTH, LLC
 VERITY CREDIT UNION
 VESTAR
 VILLARBOIT DEVELOPMENT CORPORATION
 VORNADO REALTY TRUST
 WANAMAKER 19, LLC
 WARD INVESTMENTS
 WARD MELVILLE HERITAGE ORGANIZATION, EAGLE REALTY HOLDINGS, INC.
 WARREN DAVID PROPERTIES
 WASHINGTON PRIME GROUP
 WATERGATE MANAGEMENT
 WATERSTONE
 WESTCLIFF MANAGEMENT
 WESTDELL CORP.
 WHEELER REAL ESTATE COMPANY
 WHITESTONE REIT
 WIDEWATERS
 WOLFORD DEVELOPMENT
 WORKING DIRECTLY WITH JOE F.
 WRDC
 ZAMIAS
 ZAREMBA GROUP
 ZELMAN DEVELOPMENT GROUP

Utility Providers

ALABAMA POWER
 ALECTRA UTILITIES CORPORATION
 AMEREN MISSOURI
 AT&T
 BALTIMORE GAS & ELECTRIC (BGE)
 CAROOLL COUNTY GOVERNMENT
 CENTERPOINT ENERGY SERVICES/301149
 CENTRAL MAINE POWER (CMP)
 CITY OF AUSTIN, TX
 CITY OF HOUSTON, TX - WATER/WASTEWATER
 CITY OF KAMLOOPS
 CITY OF LETHBRIDGE
 CITY OF NEW WESTMINSTER
 CITY OF NORCROSS, GA
 COM ED
 CON EDISON
 CONSTELLATION NEWENERGY
 COX
 CPS ENERGY
 DIRECT ENERGY
 DOMINION VA/NC POWER
 DUKE ENERGY
 ENBRIDGE GAS (UNION GAS)
 ENERGIR
 ENERGY+ INC
 ENTERGY LOUISIANA, INC./8108
 EVERGY KS MO METRO MO WEST
 EVERSOURCE ENERGY
 FLORIDA POWER & LIGHT COMPANY (FPL)
 FRONTIER COMMUNICATIONS
 GEORGIA POWER
 GRANITE TELECOMMUNICATIONS
 HAWAIIAN ELECTRIC COMPANY (HECO)
 HYDRO QUEBEC
 INDIANAPOLIS POWER & LIGHT (IPL)
 INFINITE ENERGY INC-GAS
 JACKSON ELECTRIC MEMBERSHIP CORP, GA
 JEA
 JERSEY CENTRAL POWER & LIGHT
 LOS ANGELES DEPT OF WATER & POWER
 LRM-COM, INC DBA MALLCOM - 6140
 MARIETTA POWER
 NATIONAL GRID - RHODE ISLAND/11739
 PACIFIC GAS & ELECTRIC
 PECO
 PENNSYLVANIA-AMERICAN WATER COMPANY
 PPL ELECTRIC UTILITIES/ALLENTOWN
 PSEGLI

TLRD Parties in Interest List

RCI ENVIRONNEMENT INC.
 READING MUNICIPAL LIGHT DEPARTMENT
 RELIANT ENERGY SOLUTIONS
 REPUBLIC SERVICES #916
 RIVER PARISH DISPOSAL, LLC
 RUBICON GLOBAL, LLC
 SAN DIEGO GAS & ELECTRIC
 TORONTO HYDRO ELECTRIC SYSTEM
 UGI ENERGY SERVICES LLC
 UGI UTILITIES INC
 UNITED ILLUMINATING COMPANY
 VERIZON
 WALTON EMC
 WASTE MANAGEMENT
 WCA WASTE CORPORATION
 WE ENERGIES/WISCONSIN ELECTRIC/GAS
 WINDSTREAM COMMUNICATIONS
 XCEL ENERGY

Partnerships

WH BUYER, LLC DBA WHP GLOBAL

Insurance Providers

ACE AMERICAN INS. CO. (CHUBB)
 AIG
 ALLIANZ
 ALLIANZ GLOBAL RISKS US INSURANCE COMPANY
 AON RISK SERVICES INC. OF FLORIDA
 BEAZLEY
 BEAZLEY INSURANCE COMPANY
 C.N.A.
 CHUBB
 CONTINENTAL CASUALTY COMPANY
 CORVEL CORPORATION
 ENDURANCE AMERICAN INSURANCE CO. (SOMPO)
 FEDERAL INSURANCE COMPANY
 FREEDOM SPECIALTY INSURANCE COMPANY
 GALLAGHER BASSETT
 HISCOX
 ILLINOIS NATIONAL INSURANCE COMPANY (AIG)
 IRONSHORE INDEMNITY INC.
 IRONSHORE SPECIALTY INSURANCE CO.
 LIBERTY MUTUAL
 MARSH USA INC
 NAVIGATORS
 SAFETY NATIONAL
 SAFETY NATIONAL CASUALTY CORP
 SEDGWICK CLAIMS MANAGEMENT SERVICES INC
 SPECIAL CONTINGENCY RISKS INC
 THE HARTFORD
 TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA
 UNITED STATES FIRE (CRUM & FORSTER)
 XL

Banks

BANK OF AMERICA
 BANK OF HAWAII
 BANK OF MONTREAL
 BB&T
 BBVA COMPASS
 CIBC
 FIFTH THIRD
 HSBC
 JPMORGAN CHASE BANK, N.A.
 KEY BANK
 M&T BANK
 PNC BANK
 RBC
 REGIONS BANK
 SCOTIA BANK
 TD BANK
 TD CANADA TRUST
 US BANK
 WELLS FARGO BANK

Significant Litigation Claimants

Case Name	Venue
AGNELLO V. TWIN HILL	SUPERIOR COURT OF CA, ALAMEDA COUNTY
AHUMADA V. TSS	SUPERIOR COURT, KERN COUNTY, CA
ALONZO V. MW	BEXAR COUNTY DISTRICT COURT, TX
AMERICAN AIRLINES V. KAUFMAN FRANCO V. TWIN HILL	236TH JUDICIAL DISTRICT, TARRANT COUNTY, TX
ASSOCIATION OF FLIGHT ATTENDANTS-COMMUNICATION WORKERS OF AMER	SUPERIOR COURT OF CA, ALAMEDA COUNTY
CHOW V. MOORES	ONTARIO SUPERIOR COURT OF JUSTICE, CANADA
CXT, INC. V. TB	USDC EASTERN DISTRICT OF TX, MARSHALL DIV.
DAVID GRUBB V. JAB	CIRCUIT COURT OF KANAWHA COUNTY, WV

DESALVO V. MW
 ECEIPT LLC V. JAB
 GOMEZ V. TSS
 HAJJAR V. MW
 HOFFMAN V. MW
 HUGHES V. TWIN HILL
 J.A.B. - WEST KNOXVILLE V. JAB
 JAB V. J.A.B. FRANCHISEES (3 COLUMBIA STORES)
 JAMCO V. NATIONAL RETIREMENT FUND
 JENKINS V. MW
 JOHNSON V. TWIN HILL
 JOY ET AL V. TWIN HILL
 JOYCE DELAROSA V. MW
 LARKIN V. MW
 LEXOS MEDIA IP LLC V. JAB
 MACKONOCHE V. TWIN HILL
 MARTIN V. MW
 MENDEZ V. JAA
 MENDEZ V. JAB
 MENDEZ V. MW
 MORGAN V. JA APPAREL
 ONODY V. TWIN HILL
 OWENS V. JAB
 POOLE V. TWIN HILL
 SEFTON, SHARON V. MW
 WAGONER V. TWIN HILL
 WJCA V. TB
 ZAKARYAN V. MW
 ZUNIGA V. MW
 ZURBRIGGEN V. TWIN HILL

TLRD Parties in Interest List

USDC CENTRAL DISTRICT OF CA
 USDC WESTERN DISTRICT OF TX
 KERN COUNTY - SUPERIOR COURT - BAKERSFIELD, CA
 LA SUPERIOR COURT, CENTRAL DISTRICT
 SUPERIOR COURT OF CA, ALAMEDA COUNTY
 SUPERIOR COURT OF CA, ALAMEDA COUNTY
 USDC NORTHERN DISTRICT OF CA
 USDC DISTRICT OF MD
 US COURT OF APPEALS FEDERAL CIRCUIT
 KINGS COUNTY SUPREME COURT, NY
 SUPERIOR COURT OF CA, ALAMEDA COUNTY
 USDC NORTHERN DISTRICT OF IL, EASTERN DIV.
 USDC SOUTHERN DISTRICT OF NY
 USDC NJ
 USDC NORTHERN DISTRICT OF DELAWARE (WILMINGTON)
 SUPERIOR COURT OF CA, ALAMEDA COUNTY
 ORANGE COUNTY, SUPERIOR COURT, SANTA ANA, CA
 USDC SOUTHERN DISTRICT OF NY
 USDC SOUTHERN DISTRICT OF NY
 USDC SOUTHERN DISTRICT OF NY
 USDC SOUTHERN DISTRICT OF NY
 USDC NORTHERN DISTRICT OF IL, EASTERN DIV.
 USDC WESTERN DISTRICT OF NC
 SUPERIOR COURT OF CA, ALAMEDA COUNTY
 USDC WESTERN DISTRICT OF PA
 SUPERIOR COURT OF CA, ALAMEDA COUNTY
 USDC SOUTHERN DISTRICT OF NY
 SUPERIOR COURT OF CA, ALAMEDA COUNTY
 SUPERIOR COURT, CA - LA COUNTY
 USDC NORTHERN DISTRICT OF IL, EASTERN DIV.

Taxing Authorities

AON REED STENHOUSE INC
 ARTHUR E. FERDINAN /10
 CITY OF CALGARY - LICENSE
 DEPARTMENT OF LABOR & INDUSTRIES
 DIRECTOR OF EMPLOYMENT SECURITY
 EMPLOYMENT SECURITY DEPARTMENT
 HAB-EIT
 HEALTHY SAN FRANCISCO
 ILLINOIS SECRETARY OF STATE
 MASS.DEPT.OF EMPLOYMENT & TRAINING
 MASSACHUSSETTS DIV OF UNEMPLOYMENT ASST
 MICHIGAN EMPLOYMENT SECURITY COMMISSION
 MIDATLANTIC REGIONAL
 NATIONAL RETIREMENT FUND
 NEW JERSEY DIVISION OF TAXATION
 NEW YORK CITY DEPT OF FINANCE
 NEW YORK STATE COMPTROLLER
 NORTH CAROLINA DEPT OF REVENUE
 NYS EMPLOYMENT TAXES
 OFFICE OF UNCLAIMED PROPERTY
 OHIO BUREAU OF WORKER'S COMPENSATION
 REVENU QUEBEC
 RITA (REGIONAL INCOME TAX AGENCY)
 STATE BOARD OF EQUALIZATION
 STATE OF WASHINGTON
 STATE TAX COMMISSION
 TREASURER OF STATE OF OHIO
 TREASURER, CITY OF TORONTO
 UNITED STATES CUSTOMS SERVICES
 VIRGINIA EMPLOYMENT COMMISSION
 WORKPLACE SAFETY INSURANCE BOARD

Unions

LOCAL 340, NEW YORK NEW JERSEY REGIONAL JOINT BOARD, WORKERS UNITED.
 MID-ATLANTIC JOINT BOARD
 UNITE HERE

Letters of Credit

BENEFICIARY
 AMERICAN CASUALTY COMPANY
 HARTZ MOUNTAIN ASSOCIATES
 LIBERTY MUTUAL INSURANCE COMPANY
 NATIONAL UNION FIRE INS. CO.
 SAFETY NATIONAL CASUALTY CORPORATION
 STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS
 THE HANOVER INSURANCE COMPANY
 ZURICH AMERICAN INSURANCE CO.

ISSUING BANK
 JPMorgan Chase Bank, N.A.
 JPMorgan Chase Bank, N.A.
 JPMorgan Chase Bank, N.A.
 JPMorgan Chase Bank, N.A.
 JPMorgan Chase Bank, N.A.
 JPMorgan Chase Bank, N.A.
 JPMorgan Chase Bank, N.A.
 JPMorgan Chase Bank, N.A.

Surety Bonds

BENEFICIARY
 ARIZONA PUBLIC SERVICE COMPANY
 BUREAU OF CUSTOMS AND BORDER PROTECTION
 CANADA BORDER SERVICES AGENCY

ISSUER
 AON PLC
 AON PLC
 AON PLC

TLRD Parties in Interest List

DUKE ENERGY INDIANA, LLC	AON PLC
DUKE ENERGY KENTUCKY, INC.	AON PLC
FLORIDA POWER & LIGHT COMPANY	AON PLC
GEORGIA POWER COMPANY	AON PLC
PACIFIC GAS AND ELECTRIC COMPANY	AON PLC
PECO ENERGY COMPANY	AON PLC
SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT & POWER DISTRICT	AON PLC

UCC Lien Filer

C T CORPORATION SYSTEM, AS REPRESENTATIVE
 CIT BANK, N.A.
 COLONNADE AT POLO PARK LP D/B/A COLONNADE AT POLO PARK SHOPPING CENTER
 HUNTINGTON TECHNOLOGY FINANCE, INC.
 JPMORGAN CHASE BANK, N.A., AS ADMINISTRATIVE AGENT
 JPMORGAN CHASE BANK, N.A., AS ADMINISTRATIVE AGENT
 KMBS BUSINESS SOLUTIONS U.S.A., INC
 KONICA MINOLTA BUSINESS SOLUTIONS USA, INC
 PHSI AND/OR ITS ASSIGNS
 RAYMOND LEASING CORPORATION

U.S. Trustee Employees

Bankruptcy Judges

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

In re:	)	
	)	Chapter 11
	)	
TAILORED BRANDS, INC., <i>et al.</i> , ¹	)	Case No. 20-33900 (MI)
	)	
Debtors.	)	(Joint Administration Requested)
	)	
	)	Re: Docket No. _____

**ORDER AUTHORIZING THE EMPLOYMENT
AND RETENTION OF PRIME CLERK LLC
AS CLAIMS, NOTICING, AND SOLICITATION AGENT**

Upon the application (the “Application”)² of the above-captioned debtors and debtors in possession (collectively, the “Debtors”) for entry of an order (this “Order”), authorizing the employment and retention of Prime Clerk LLC (“Prime Clerk”) as claims, noticing, and solicitation agent (“Claims and Noticing Agent”) pursuant to 28 U.S.C. § 156(c) and sections 105(a) and 327(a) of the Bankruptcy Code, all as more fully set forth in the Application; and upon the Steele Declaration; and 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 Application 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 Application is in the best interests of the Debtors’ estates, their creditors, and other parties in interest; and this Court having

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 Application.

found that the Debtors' notice of the Application and opportunity for a hearing on the Application were appropriate and no other notice need be provided; and this Court having reviewed the Application 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 Application 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. Notwithstanding the terms of the Engagement Agreement attached to the Application, the Application is approved solely as set forth in this Order.

2. The Debtors are authorized to employ and retain Prime Clerk as Claims and Noticing Agent under the terms of the Engagement Agreement as set forth in this Order, and Prime Clerk is authorized and directed to perform noticing services and to receive, maintain, record, and otherwise administer the proofs of claim filed in these chapter 11 cases, and all related tasks, all as described in the Application, and the Engagement Agreement,. The Clerk shall provide Prime Clerk with ECF credentials that allow Prime Clerk to receive ECF notifications and file certificates of service.

3. Prime Clerk shall serve as the custodian of court records and shall be designated as the authorized repository for all proofs of claim filed in these chapter 11 cases and is authorized and directed to maintain official claims registers for each of the Debtors and to provide the Clerk with a certified duplicate thereof upon the request of the Clerk.

4. Prime Clerk is authorized and directed to provide an electronic interface for filing of proofs of claim and to obtain a post office box or address for the receipt of proofs of claim.

Prime Clerk shall provide public access to the claims register, including complete proofs of claim with attachments, if any, without charge.

5. Prime Clerk is authorized to take such other action to comply with all duties and Services set forth in the Application.

6. The Debtors are authorized to compensate Prime Clerk in accordance with the terms of the Engagement Agreement upon the receipt of reasonably detailed invoices setting forth the services provided by Prime Clerk and the rates charged for each, and to reimburse Prime Clerk for all reasonable and necessary expenses it may incur, upon the presentation of appropriate documentation, without the need for Prime Clerk to file fee applications or otherwise seek Court approval for the compensation of its services and reimbursement of its expenses.

7. Prime Clerk shall maintain records of all services showing dates, categories of services, fees charged and expenses incurred, and shall serve monthly invoices on the Debtors, the Office of the United States Trustee, counsel for the Debtors, counsel for any official committee monitoring the expenses of the Debtors, and any party in interest who specifically requests service of the monthly invoices.

8. The parties shall meet and confer in an attempt to resolve any dispute that may arise relating to the Engagement Agreement or monthly invoices; *provided* that the parties may seek resolution of the matter from the Court if resolution is not achieved.

9. Without further order of the Court, pursuant to section 503(b)(1)(A) of the Bankruptcy Code, the fees and expenses of Prime Clerk under this Order shall be an administrative expense of the Debtors' estates.

10. Prime Clerk may apply its advance to all prepetition invoices, which advance may be replenished to the original advance amount, and thereafter, Prime Clerk may hold its advance

under the Engagement Agreement during these chapter 11 cases as security for the payment of fees and expenses incurred under the Engagement Agreement.

11. The Debtors shall indemnify Prime Clerk under the terms of the Engagement Agreement, as modified pursuant to this Order.

12. Prime Clerk shall not be entitled to indemnification, contribution, or reimbursement pursuant to the Engagement Agreement for services other than the services provided under the Engagement Agreement, unless such services and the indemnification, contribution, or reimbursement therefor are approved by this Court.

13. Notwithstanding anything to the contrary in the Engagement Agreement, the Debtors shall have no obligation to indemnify Prime Clerk, or provide contribution or reimbursement to Prime Clerk, for any claim or expense that is either: (a) judicially determined (the determination having become final) to have arisen solely from Prime Clerk's gross negligence, willful misconduct, fraud, bad faith, self-dealing, or breach of fiduciary duty (if any) as provided in this Order; (b) for a contractual dispute in which the Debtors allege the breach of Prime Clerk's contractual obligations if this Court determines that indemnification, contribution, or reimbursement would not be permissible under applicable law; or (c) of any type for which the Court determines that indemnification, contribution, or reimbursement would not be permissible pursuant to *In re Thermadyne Holdings Corp.*, 283 B.R. 749, 756 (B.A.P. 8th Cir. 2002); or (d) settled prior to a judicial determination under (a) or (b), but determined by this Court, after notice and a hearing, to be a claim or expense for which Prime Clerk should not receive indemnity, contribution, or reimbursement under the terms of the Engagement Agreement as modified by this Order.

14. If, before the earlier of (a) the entry of an order confirming a chapter 11 plan in these chapter 11 cases (that order having become a final order no longer subject to appeal), or (b) the entry of an order closing these chapter 11 cases, Prime Clerk believes that it is entitled to the payment of any amounts by the Debtors on account of the Debtors' indemnification, contribution, and/or reimbursement obligations under the Engagement Agreement (as modified by this Order), including the advancement of defense costs, Prime Clerk must file an application therefor in this Court, and the Debtors may not pay any such amounts to Prime Clerk before the entry of an order by this Court approving the payment. This paragraph is intended only to specify the period of time under which the Court shall have jurisdiction over any request for fees and expenses by Prime Clerk for indemnification, contribution, or reimbursement, and not a provision limiting the duration of the Debtors' obligation to indemnify Prime Clerk. All parties in interest shall retain the right to object to any demand by Prime Clerk for indemnification, contribution, or reimbursement.

15. In the event Prime Clerk is unable to provide the Services set out in this order, Prime Clerk will immediately notify the Clerk and the Debtors' attorney and, upon approval of this Court, cause to have all proofs of claim and computer information turned over to another claims and noticing agent with the advice and consent of the Clerk and the Debtors' attorney.

16. After entry of an order terminating Prime Clerk's services, upon the closing of these cases, or for any other reason, Prime Clerk shall be responsible for archiving all proofs of claim with the Federal Archives Record Administration, if applicable, and shall be compensated by the Debtors in connection therewith.

17. Prime Clerk shall not cease providing claims processing services during the chapter 11 cases for any reason, including nonpayment, without an order of the Court.

18. The Debtors and Prime Clerk are authorized to take all actions necessary to effectuate the relief granted pursuant to this Order in accordance with the Application.

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

20. In the event of any inconsistency between the Engagement Agreement, the Application, the Steele Declaration, and this Order, this Order shall govern.

21. All time periods set forth in this Order shall be calculated in accordance with Bankruptcy Rule 9006(a).

22. Notwithstanding any term in the Engagement Agreement to the contrary, the Court retains 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

TAB HH

***Order Authorizing the Employment and Retention of Prime
Clerk LLC as Claims, Noticing, and Solicitation Agent***



ENTERED
08/03/2020

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

In re:

TAILORED BRANDS, INC., *et al.*,¹

Debtors.

)
) Chapter 11
)
) Case No. 20-33900 (MI)
)
) (Joint Administration Requested)
)
) **Re: Docket No. 9**

**ORDER AUTHORIZING THE EMPLOYMENT
AND RETENTION OF PRIME CLERK LLC
AS CLAIMS, NOTICING, AND SOLICITATION AGENT**

Upon the application (the “Application”)² of the above-captioned debtors and debtors in possession (collectively, the “Debtors”) for entry of an order (this “Order”), authorizing the employment and retention of Prime Clerk LLC (“Prime Clerk”) as claims, noticing, and solicitation agent (“Claims and Noticing Agent”) pursuant to 28 U.S.C. § 156(c) and sections 105(a) and 327(a) of the Bankruptcy Code, all as more fully set forth in the Application; and upon the Steele Declaration; and 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 ex parte relief being appropriate, the Court orders:

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 Application.

1. Notwithstanding the terms of the Engagement Agreement attached to the Application, the Application is approved solely as set forth in this Order.

2. The Debtors are authorized to employ and retain Prime Clerk as Claims and Noticing Agent under the terms of the Engagement Agreement as set forth in this Order, and Prime Clerk is authorized and directed to perform noticing services and to receive, maintain, record, and otherwise administer the proofs of claim filed in these chapter 11 cases, and all related tasks, all as described in the Application, and the Engagement Agreement,. The Clerk shall provide Prime Clerk with ECF credentials that allow Prime Clerk to receive ECF notifications and file certificates of service.

3. Prime Clerk shall serve as the custodian of court records and shall be designated as the authorized repository for all proofs of claim filed in these chapter 11 cases and is authorized and directed to maintain official claims registers for each of the Debtors and to provide the Clerk with a certified duplicate thereof upon the request of the Clerk.

4. Prime Clerk is authorized and directed to provide an electronic interface for filing of proofs of claim and to obtain a post office box or address for the receipt of proofs of claim. Prime Clerk shall provide public access to the claims register, including complete proofs of claim with attachments, if any, without charge.

5. Prime Clerk is authorized to take such other action to comply with all duties and Services set forth in the Application.

6. The Debtors are authorized to compensate Prime Clerk in accordance with the terms of the Engagement Agreement upon the receipt of reasonably detailed invoices setting forth the services provided by Prime Clerk and the rates charged for each, and to reimburse Prime Clerk for all reasonable and necessary expenses it may incur, upon the presentation of appropriate documentation, without the need for Prime Clerk to file fee applications or otherwise seek Court approval for the compensation of its services and reimbursement of its expenses.

7. Prime Clerk shall maintain records of all services showing dates, categories of services, fees charged and expenses incurred, and shall serve monthly invoices on the Debtors, the Office of the United States Trustee, counsel for the Debtors, counsel for any official committee monitoring the expenses of the Debtors, and any party in interest who specifically requests service of the monthly invoices.

8. The parties shall meet and confer in an attempt to resolve any dispute that may arise relating to the Engagement Agreement or monthly invoices; *provided* that the parties may seek resolution of the matter from the Court if resolution is not achieved.

9. Without further order of the Court, pursuant to section 503(b)(1)(A) of the Bankruptcy Code, the fees and expenses of Prime Clerk under this Order shall be an administrative expense of the Debtors' estates.

10. Prime Clerk may apply its advance to all prepetition invoices, which advance may be replenished to the original advance amount, and thereafter, Prime Clerk may hold its advance

under the Engagement Agreement during these chapter 11 cases as security for the payment of fees and expenses incurred under the Engagement Agreement.

11. The Debtors shall indemnify Prime Clerk under the terms of the Engagement Agreement, as modified pursuant to this Order.

12. Prime Clerk shall not be entitled to indemnification, contribution, or reimbursement pursuant to the Engagement Agreement for services other than the services provided under the Engagement Agreement, unless such services and the indemnification, contribution, or reimbursement therefor are approved by this Court.

13. Notwithstanding anything to the contrary in the Engagement Agreement, the Debtors shall have no obligation to indemnify Prime Clerk, or provide contribution or reimbursement to Prime Clerk, for any claim or expense that is either: (a) judicially determined (the determination having become final) to have arisen solely from Prime Clerk's gross negligence, willful misconduct, fraud, bad faith, self-dealing, or breach of fiduciary duty (if any) as provided in this Order; (b) for a contractual dispute in which the Debtors allege the breach of Prime Clerk's contractual obligations if this Court determines that indemnification, contribution, or reimbursement would not be permissible under applicable law; or (c) of any type for which the Court determines that indemnification, contribution, or reimbursement would not be permissible pursuant to *In re Thermadyne Holdings Corp.*, 283 B.R. 749, 756 (B.A.P. 8th Cir. 2002); or (d) settled prior to a judicial determination under (a) or (b), but determined by this Court, after notice and a hearing, to be a claim or expense for which Prime Clerk should not receive indemnity, contribution, or reimbursement under the terms of the Engagement Agreement as modified by this Order.

14. If, before the earlier of (a) the entry of an order confirming a chapter 11 plan in these chapter 11 cases (that order having become a final order no longer subject to appeal), or (b) the entry of an order closing these chapter 11 cases, Prime Clerk believes that it is entitled to the payment of any amounts by the Debtors on account of the Debtors' indemnification, contribution, and/or reimbursement obligations under the Engagement Agreement (as modified by this Order), including the advancement of defense costs, Prime Clerk must file an application therefor in this Court, and the Debtors may not pay any such amounts to Prime Clerk before the entry of an order by this Court approving the payment. This paragraph is intended only to specify the period of time under which the Court shall have jurisdiction over any request for fees and expenses by Prime Clerk for indemnification, contribution, or reimbursement, and not a provision limiting the duration of the Debtors' obligation to indemnify Prime Clerk. All parties in interest shall retain the right to object to any demand by Prime Clerk for indemnification, contribution, or reimbursement.

15. In the event Prime Clerk is unable to provide the Services set out in this order, Prime Clerk will immediately notify the Clerk and the Debtors' attorney and, upon approval of this Court, cause to have all proofs of claim and computer information turned over to another claims and noticing agent with the advice and consent of the Clerk and the Debtors' attorney.

16. After entry of an order terminating Prime Clerk's services, upon the closing of these cases, or for any other reason, Prime Clerk shall be responsible for archiving all proofs of claim with the Federal Archives Record Administration, if applicable, and shall be compensated by the Debtors in connection therewith.

17. Prime Clerk shall not cease providing claims processing services during the chapter 11 cases for any reason, including nonpayment, without an order of the Court.

18. The Debtors and Prime Clerk are authorized to take all actions necessary to effectuate the relief granted pursuant to this Order in accordance with the Application.

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

20. In the event of any inconsistency between the Engagement Agreement, the Application, the Steele Declaration, and this Order, this Order shall govern.

21. All time periods set forth in this Order shall be calculated in accordance with Bankruptcy Rule 9006(a).

22. Notwithstanding any term in the Engagement Agreement to the contrary, the Court retains jurisdiction with respect to all matters arising from or related to the implementation, interpretation, and enforcement of this Order.

Signed: August 03, 2020



Marvin Isgur
United States Bankruptcy Judge

TAB II

***Debtors' Emergency Motion Seeking Entry of an Order (I)
Authorizing the Debtors to Maintain the Surety Bond Program
and (II) Granting Related Relief***

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

In re:

TAILORED BRANDS, INC., *et al.*,¹

Debtors.

)
) Chapter 11
)
) Case No. 20-33900 (MI)
)
) (Joint Administration Requested)
) (Emergency Hearing Requested)

**DEBTORS' EMERGENCY MOTION SEEKING
ENTRY OF INTERIM AND FINAL ORDERS AUTHORIZING
THE DEBTORS TO MAINTAIN THE SURETY BOND PROGRAM**

EMERGENCY RELIEF HAS BEEN REQUESTED. A HEARING WILL BE CONDUCTED ON THIS MATTER ON AUGUST 3, 2020 AT 4:30 P.M. (CENTRAL TIME) IN COURTROOM 404, 4TH FLOOR, 515 RUSK STREET, HOUSTON, TEXAS 77002. IF YOU OBJECT TO THE RELIEF REQUESTED OR YOU BELIEVE THAT EMERGENCY CONSIDERATION IS NOT WARRANTED, YOU MUST EITHER APPEAR AT THE HEARING OR FILE A WRITTEN RESPONSE PRIOR TO THE HEARING. OTHERWISE, THE COURT MAY TREAT THE PLEADING AS UNOPPOSED AND GRANT THE RELIEF REQUESTED.

RELIEF IS REQUESTED NOT LATER THAN AUGUST 3, 2020.

PLEASE NOTE THAT ON MARCH 24, 2020, THROUGH THE ENTRY OF GENERAL ORDER 2020-10, THE COURT INVOKED THE PROTOCOL FOR EMERGENCY PUBLIC HEALTH OR SAFETY CONDITIONS.

IT IS ANTICIPATED THAT ALL PERSONS WILL APPEAR TELEPHONICALLY AND ALSO MAY APPEAR VIA VIDEO AT THIS HEARING.

AUDIO COMMUNICATION WILL BE BY USE OF THE COURT'S DIAL-IN FACILITY. YOU MAY ACCESS THE FACILITY AT (832) 917-1510. YOU WILL BE RESPONSIBLE FOR YOUR OWN LONG-DISTANCE CHARGES. ONCE CONNECTED, YOU WILL BE ASKED TO ENTER THE CONFERENCE ROOM NUMBER. JUDGE ISGUR'S CONFERENCE ROOM NUMBER IS 954554.

YOU MAY VIEW VIDEO VIA GOTOMEETING. TO USE GOTOMEETING, THE COURT RECOMMENDS THAT YOU DOWNLOAD THE FREE GOTOMEETING APPLICATION. TO CONNECT, YOU SHOULD ENTER THE MEETING CODE "JUDGEISGUR" IN THE GOTOMEETING APP OR CLICK THE LINK ON JUDGE ISGUR'S HOME PAGE ON THE SOUTHERN DISTRICT OF TEXAS WEBSITE. ONCE CONNECTED, CLICK THE SETTINGS ICON IN THE UPPER RIGHT CORNER AND ENTER YOUR NAME UNDER THE PERSONAL INFORMATION SETTING.

HEARING APPEARANCES MUST BE MADE ELECTRONICALLY IN ADVANCE OF THE HEARING. TO MAKE YOUR ELECTRONIC APPEARANCE, GO TO THE SOUTHERN DISTRICT OF TEXAS WEBSITE AND SELECT "BANKRUPTCY COURT" FROM THE TOP MENU. SELECT "JUDGES' PROCEDURES & SCHEDULES," THEN "VIEW HOME PAGE" FOR JUDGE ISGUR. UNDER "ELECTRONIC APPEARANCE" SELECT "CLICK HERE TO SUBMIT

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.

ELECTRONIC APPEARANCE”. SELECT “TAILORED BRANDS, INC. ET AL.”, COMPLETE THE REQUIRED FIELDS AND CLICK “SUBMIT” TO COMPLETE YOUR APPEARANCE.

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 interim and final orders, substantially in the forms attached hereto (respectively, the “Interim Order” and “Final Order”): (a) authorizing the Debtors to continue and renew the Surety Bond Program (as defined herein) on an uninterrupted basis, including the procurement of new sureties in the ordinary course of business on a postpetition basis and pay outstanding prepetition amounts, if any, 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.

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.

4. The bases for the relief requested herein are sections 105(a), 363, 364, and 1107 of the Bankruptcy Code, Bankruptcy Rules 6003 and 6004, and rule 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 Surety Bond Program

7. In the ordinary course of business, the Debtors are required by certain statutes or ordinances to provide surety bonds or other forms of credit support to certain third parties, often governmental units or other public agencies, to secure the payment or performance of certain obligations (each, a “Surety Bond” and collectively, the “Surety Bonds”). These obligations include, among others, customs bonds, utilities bonds, consumer protection bonds, and general performance, payment, and warranty bonds.

8. When a governmental unit or other public agency requests a bond, and the Debtors determine in their business judgment that they do not wish to use cash and cash equivalents on hand to satisfy such request, the Debtors may post a Surety Bond. Sureties (as defined herein) provide, upfront, the full amount of the requested cash and cash equivalents to the requesting party on behalf of the Debtors, in exchange for, among other things, a fee from the Debtors to secure the Surety Bond issuance on the Debtors' behalf. The issuance of a Surety Bond shifts the risk of the Debtors' nonperformance or nonpayment from the obligee to the Surety.

9. In the ordinary course of business, the Debtors are required to provide Surety Bonds to the United States Customs and Border Protection Agency ("U.S. Customs") to secure the Debtors' payment or performance of certain obligations, including duties, taxes, and fees on account of merchandise imported from foreign countries (collectively, the "Customs Surety Bonds"). The Debtors are required to post the Surety Bonds to secure these obligations pursuant to section 1623 of title 19 of the United States Code, which grants U.S. Customs the authority to require bonds "as they may deem necessary for the protection of the revenue or to assure compliance with any provision of law, regulation, or instruction which the Secretary of the Treasury of the Customs Service may be authorized to enforce." 19 U.S.C. § 1623(a). As such, failing to provide, maintain, or timely replace the Customs Surety Bonds will prevent the Debtors from importing merchandise that is essential to replenishing the Debtors' store inventory and, thus, invigorating the Debtors' operations. The Debtors are also required to provide Surety Bonds to various providers to secure the Debtors' payment for certain utility services (such bonds, the "Utility Surety Bonds"), as well as Surety Bonds for certain regulatory and consumer protection purposes (such bonds, the "Consumer Protection Surety Bonds").

10. As of the Petition Date, the Debtors have approximately 38 Surety Bonds outstanding, which provide approximately \$6.5 million in aggregate Surety Bond coverage for the Debtors. A schedule of the Surety Bonds currently maintained by the Debtors is attached hereto as **Exhibit A** and incorporated herein by reference.³

11. In consideration for their issuance of the Surety Bonds, the Debtors pay premiums to the Sureties (as defined herein). The premiums for the Surety Bonds generally are determined on an annual basis and are paid by the Debtors when the Surety Bonds are issued and annually upon renewal. In the 12 months preceding the Petition Date, the premiums for the Surety Bonds totaled approximately \$131,000. As of the Petition Date, the Debtors do not believe there are any unpaid prepetition obligations due and owing in connection with the Surety Bond premiums. Nevertheless, out of an abundance of caution, the Debtors request authority to pay any prepetition amount, continue the Surety Bonds, enter into new Surety Bonds in the ordinary course of business on a postpetition basis, and, solely pursuant to the Final Order, renew the Surety Bonds.

12. Additionally, certain of the Debtors are party to indemnity agreements (each, a “Surety Indemnity Agreement,” and, collectively, the “Surety Indemnity Agreements,” and, together with the Surety Bonds, the “Surety Bond Program”) with Liberty Mutual Group and The Hanover Insurance Group, Inc.⁴ (the “Sureties”). Pursuant to the Surety Indemnity Agreements, the Debtors agree to indemnify the Sureties from any loss, cost, or expense that such Sureties may incur on account of the issuance of any bonds on behalf of the Debtors. The Debtors also agree to issue letters of credit (the “Letters of Credit”) in the aggregate amount of \$2.0 million to back the

³ To the extent that the Debtors inadvertently omitted any Surety Bonds from **Exhibit A**, the Debtors request that any relief granted under this motion apply to all Surety Bonds, regardless of whether any such Surety Bond is specifically identified on **Exhibit A**.

⁴ Although Liberty Mutual Group issues all of the outstanding Surety Bonds, Hanover Insurance Group, Inc. remains retained for the release of collateral in connection with U.S. Customs.

Surety Bonds and effectively indemnify the Sureties. Liberty Mutual Insurance Company issued the Letters of Credit needed to maintain the Debtors' access to the Surety Bonds.

13. The Debtors estimate that, as of the Petition Date, there is no outstanding amount due and owing in connection with the Surety Indemnity Agreements. The Debtors request authorization to pay any direct and/or indirect prepetition amounts due and owing in connection with the Surety Indemnity Agreements and continue paying amounts owed in connection with the Surety Indemnity Agreements as they come due in the ordinary course of business on a postpetition basis.

14. To continue their business operations during the reorganization process, the Debtors must be able to provide financial assurance to U.S. Customs, certain utility providers, and certain regulatory authorities. This, in turn, requires the Debtors to maintain the existing Surety Bond Program. Accordingly, the Debtors seek authority to pay Surety Bond premiums as they come due, maintain and renew the Letters of Credit, renew or potentially acquire additional bonding capacity as needed in the ordinary course of business, and execute other agreements, as needed. Failing to provide, maintain, back, or timely replace the Surety Bonds will prevent the Debtors from, among other things, complying with their federal law obligations, and consequently prevent them from undertaking essential functions related to their operations, such as importing goods.

The Surety Bond Brokers

15. The Debtors obtain Surety Bonds primarily through their surety bond broker, Aon plc, and any wholesale brokers used in connection with the procurement of such Surety Bonds (collectively, the "Brokers"). The Brokers assist the Debtors in obtaining comprehensive Surety Bond coverage for their operations in the most cost-effective manner, negotiating Surety Bond

terms, provisions, and premiums, and providing ongoing support throughout the applicable bonding periods. The Brokers collect fees for services rendered in addition to or as part of the premiums paid on the Surety Bonds (the “Brokerage Fees”). The Debtors pay the Brokers an annual aggregate commission of approximately \$27,000. As of the Petition Date, the Debtors do not believe they owe any prepetition amounts on account of the Brokerage Fees. Nevertheless, out of an abundance of caution, the Debtors request authority to pay any prepetition amount due and owing in connection with the Brokerage Fees and continue paying the Brokerage Fees as they come due in the ordinary course of business on a postpetition basis.

Basis for Relief

I. The Surety Bond Program May Be Maintained, Renewed, and Supplemented in the Ordinary Course of the Debtors’ Business.

16. Pursuant to section 363(c)(1) of the Bankruptcy Code, a debtor in possession may “enter into transactions . . . in the ordinary course of business, without notice or a hearing, and may use property of the estate in the ordinary course of business without notice or a hearing.” 11 U.S.C. § 363(c)(1). The Bankruptcy Code does not define “ordinary course of business.” Courts in the Fifth Circuit apply a two-part test to determine whether a transaction is in the ordinary course of a debtor’s business. The test analyzes the transaction on both a horizontal and a vertical basis—the horizontal inquiry focuses on whether the transaction is common to the debtor’s industry, and the vertical inquiry focuses on comparing the proposed transaction to the debtor’s prepetition practices. *See, e.g., In re Patriot Place, Ltd.*, 486 B.R. 773, 793 (Bankr. W.D. Tex. 2013) (“[U]nder the vertical test, courts look at whether the transaction subjects a hypothetical creditor to a different economic risk than existed when the creditor originally extended the credit. Under the horizontal test, in general courts look at whether the transaction was of the sort commonly undertaken by companies in the industry. The primary focus is on the debtor’s

pre-petition practices and conduct.”); *In re Cowin*, No. 13-30984, 2014 WL 1168714, at *41–43 (Bankr. S.D. Tex. Mar. 21, 2014) (applying the “horizontal” and “vertical” prongs of the test).

17. Maintenance and renewal of the Surety Bond Program is consistent with the Debtors’ prepetition practice and common among companies in the retail industry. As a result, creditors will not be subjected to unexpected or different economic risks than existed when the creditors originally extended the credit. Thus, maintenance and renewal of the Surety Bond Program is an ordinary course transaction and should be authorized on a postpetition basis.

18. The Debtors believe that maintenance and renewal of the Surety Bond Program on a postpetition basis is in the ordinary course of business and, pursuant to section 363(c)(1), does not require notice and a hearing. Nonetheless, out of an abundance of caution, the Debtors are seeking Court approval to continue maintenance of the Surety Bond Program and related obligations under sections 105(a) and 363(b) of the Bankruptcy Code. This includes, among other things, maintaining existing Surety Bonds, renewing Surety Bonds as they expire, acquiring new surety bonds as needed in the ordinary course of business, maintaining the Letters of Credit, and paying applicable Surety Bond premiums, amounts arising under the Surety Indemnity Agreements, and Brokerage Fees. Accordingly, the Debtors respectfully submit that they may continue the Surety Bond Program in the ordinary course of business on a postpetition basis.

II. The Court Should Authorize the Debtors to Continue the Surety Bond Program in Accordance with Prepetition Practice Pursuant to Sections 105(a) and 363(b) of the Bankruptcy Code.

19. Section 363(b) of the Bankruptcy Code permits a debtor, subject to court approval, to pay prepetition obligations where a sound business purpose exists for doing so. *See In re Inst. 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) (“That is, for the debtor-in-possession or trustee to satisfy its fiduciary duty to the debtor, creditors and equity holders, there must be some articulated business

justification for using, selling, or leasing the property outside the ordinary course of business.”) (citation omitted); *see also In re Terrace Gardens Park P’ship*, 96 B.R. 707, 714 (Bankr. W.D. Tex. 1989) (“In the words of the court in *Continental*, ‘there must be some articulated business justification for using, selling, or leasing the property outside the ordinary course of business.’”) (quoting *In re Cont’l Air Lines, Inc.*, 780 F.2d at 1226). In addition, under section 1107(a) of the Bankruptcy Code, a debtor in possession has, among other things, the “implied duty of the debtor-in-possession to ‘protect and preserve the estate, including an operating business’ going-concern value.” *In re CEI Roofing, Inc.*, 315 B.R. 50, 59 (Bankr. N.D. Tex. 2004) (quoting *In re CoServ*, 273 B.R. 487, 497 (Bankr. N.D. Tex. 2002)).

20. Section 105(a) of the Bankruptcy Code further provides that a court “may issue any order, process, or judgment that is necessary or appropriate to carry out the provisions of” the Bankruptcy Code. 11 U.S.C. § 105(a). Courts apply section 105(a) pursuant to the “doctrine of necessity,” which functions in a chapter 11 case as a mechanism by which the bankruptcy court can exercise its equitable power to allow payment of critical prepetition claims not explicitly authorized by the Bankruptcy Code and further supports the relief requested herein. *See In re CoServ, L.L.C.*, 273 B.R. 487, 497 (Bankr. N.D. Tex. 2002) (recognizing the “doctrine of necessity”); *see also In re Lehigh & New Eng. Ry.*, 657 F.2d 570, 581 (3d Cir. 1981) (holding that a court may authorize payment of prepetition claims if such payment is essential to debtor’s continued operation); *In re Just for Feet, Inc.*, 242 B.R. 821, 824–25 (D. Del. 1999) (holding that section 105(a) of the Bankruptcy Code “provides a statutory basis for payment of pre-petition claims” under the doctrine of necessity); *In re Columbia Gas Sys., Inc.*, 171 B.R. 189, 191–92 (Bankr. D. Del. 1994) (explaining that the doctrine of necessity is the standard in the Third Circuit

for enabling a court to authorize the payment of prepetition claims prior to confirmation of a reorganization plan).

21. The doctrine of necessity is designed to foster a debtor's rehabilitation, which courts have recognized is "the paramount policy and goal of Chapter 11." *In re Ionosphere Clubs*, 98 B.R. 174, 176 (Bankr. S.D.N.Y. 1989); *see also In re Quality Interiors, Inc.*, 127 B.R. 391, 396 (Bankr. N.D. Ohio 1991) ("The payment by a debtor-in-possession of pre-petition claims outside of a confirmed plan of reorganization is generally prohibited by the Bankruptcy Code," but "[a] general practice has developed . . . where bankruptcy courts permit the payment of certain prepetition claims, pursuant to 11 U.S.C. § 105, where the debtor will be unable to reorganize without such payment.").

22. To the extent that sections 363(b) and 105(a) of the Bankruptcy Code are applicable to the relief requested in this motion, the Debtors respectfully request the Court authorize the Debtors to continue the Surety Bond Program on an uninterrupted basis. This includes, among other things, maintaining existing Surety Bonds, renewing Surety Bonds as they expire, acquiring new Surety Bonds as needed in the ordinary course of business, posting new or additional collateral or issuing letters of credit, and paying applicable Surety Bond premiums, amounts arising under the Surety Indemnity Agreements, and Brokerage Fees. As noted above, the Surety Bonds largely cover obligations that are required by law or regulation, and maintaining surety bonds is common in the retail industry to comply with U.S. Customs requirements. The Debtors' failure to maintain, renew, or supplement the Surety Bond Program may therefore jeopardize the Debtors' ability to operate. Continuing the Surety Bond Program is necessary to maintain the Debtors' current business operations, as well as the Debtors' existing relationships with the Sureties. Based on the Debtors' current circumstances, it is not likely that the Debtors will be able to renew, or obtain

replacement of, existing Surety Bonds on terms more favorable than those offered by the Sureties. The process of establishing a new surety bond program would be burdensome to the Debtors, and it is doubtful that the Debtors could replace all of the Surety Bonds in time to avoid defaults or other consequences of the applicable obligations.

23. Continuing the Surety Bond Program should be authorized under sections 105(a) and 363(b) of the Bankruptcy Code to the extent such continuation is deemed to be outside the ordinary course of the Debtors' businesses.

III. To the Extent the Court Determines that the Surety Bond Program Is an Extension of Credit, Relief Is Appropriate Under Section 364 of the Bankruptcy Code.

24. Under section 364(c) of the Bankruptcy Code, a debtor may obtain unsecured credit in the ordinary course of business or obtain secured credit (a) with priority over administrative expenses, (b) secured by a lien on unencumbered estate assets, or (c) secured by a junior lien on previously encumbered assets. 11 U.S.C. § 364(c). To satisfy the requirements of section 364(c) of the Bankruptcy Code, a debtor need only demonstrate "by a good faith effort that credit was not available" to the debtor on an unsecured or administrative expense basis. *Bray v. Shenandoah Fed. Savs. & Loan Ass'n (In re Snowshoe Co.)*, 789 F.2d 1085, 1088 (4th Cir. 1986). Given the Debtors' current financial circumstances, the Debtors may not be able to obtain financial accommodations on an unsecured basis or administrative expense basis comparable to those offered by the Sureties. To the extent a Surety Bond is deemed an extension of credit, or the Debtors are required to post new or additional collateral or issue letters of credit in connection therewith, section 364 of the Bankruptcy Code provides the Debtors ample authority to so renew existing Surety Bonds, procure new ones, whether on an unsecured basis or, if necessary, on a secured basis.

25. Maintenance and renewal of the Surety Bond Program is necessary to maintain the Debtors' current business operations. The Debtors are required to provide Surety Bonds or other forms of credit support to certain third parties, often governmental units or other public agencies, to secure the payment or performance of certain obligations. The Debtors therefore seek authority to furnish the Sureties (or any new provider of Surety Bonds) with Letters or Credit or new forms of credit support with respect to the Debtors' existing Surety Bonds, Surety Bond renewals, or any new surety bonds.

Processing of Checks and Electronic Fund Transfers Should Be Authorized

26. The Debtors have sufficient funds to pay the amounts described in this Motion in the ordinary course of business by virtue of expected cash flows from ongoing business operations and anticipated access to cash collateral and debtor in possession financing. In addition, under the Debtors' existing cash management system, the Debtors can readily identify checks or wire transfer requests as relating to an authorized payment in respect of the Surety Bond Program. Accordingly, the Debtors believe that checks or wire transfer requests, other than those relating to authorized payments, will not be honored inadvertently. Therefore, the Debtors respectfully request that the Court authorize and direct all applicable financial institutions, when requested by the Debtors, to receive, process, honor, and pay any and all checks or wire transfer requests in respect of the relief requested in this Motion.

Emergency Consideration

27. The Debtors request emergency consideration of this Motion pursuant to Bankruptcy Rule 6003, which empowers a court to grant relief within the first 21 days after the commencement of a chapter 11 case "to the extent that relief is necessary to avoid immediate and irreparable harm." An immediate and orderly transition into chapter 11 is critical to the viability of their operations and that any delay in granting the relief requested could hinder the Debtors'

operations and cause irreparable harm. Failure to receive the requested relief during the first 21 days of these chapter 11 cases would severely disrupt the Debtors' operations at this critical juncture and imperil the Debtors' restructuring. The Debtors have satisfied the "immediate and irreparable harm" standard of Bankruptcy Rule 6003 and request that the Court approve the relief requested in this Motion on an emergency basis.

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

28. 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

29. 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

30. 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 Sureties; (m) the Brokers; and (n) 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 request entry of the Interim Order and the Final 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. Cavanaugh

Matthew D. Cavanaugh (TX Bar No. 24062656)
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*Proposed Co-Counsel to the Debtors
and Debtors in Possession*

Certificate of Accuracy

I certify that the foregoing statements are true and accurate to the best of my knowledge.
This statement is being made pursuant to Bankruptcy Local Rule 9013-1(i).

/s/ Matthew D. Cavanaugh

Matthew D. Cavanaugh

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. Cavanaugh

Matthew D. Cavanaugh

Exhibit A

Surety Bonds

Surety Bond Schedule

Bond No.	Surety	Principal	Beneficiary	Type of Bond	Effective Date	Expiration Date	Amount
285057752	LIBERTY MUTUAL GROUP	JOS. A. BANK CLOTHIERS, INC.	FLORIDA POWER & LIGHT COMPANY	UTILITY	5/1/2020	5/1/2021	\$1,835.00
285057723	LIBERTY MUTUAL GROUP	JOS. A. BANK CLOTHIERS, INC.	FLORIDA POWER & LIGHT COMPANY	UTILITY	4/25/2020	4/25/2021	\$1,925.00
285058771	LIBERTY MUTUAL GROUP	JOS. A. BANK CLOTHIERS, INC.	DUKE ENERGY KENTUCKY, INC.	UTILITY	11/8/2019	11/8/2020	\$1,950.00
285057724	LIBERTY MUTUAL GROUP	JOS. A. BANK CLOTHIERS, INC.	FLORIDA POWER & LIGHT COMPANY	UTILITY	4/24/2020	4/24/2021	\$1,968.00
285057781	LIBERTY MUTUAL GROUP	JOS. A. BANK CLOTHIERS, INC.	FLORIDA POWER & LIGHT COMPANY	UTILITY	6/2/2019	6/2/2020	\$2,090.00
285061050	LIBERTY MUTUAL GROUP	THE MEN'S WAREHOUSE, INC.	PECO ENERGY COMPANY	UTILITY	8/13/2019	8/13/2020	\$2,315.00
285057725	LIBERTY MUTUAL GROUP	JOS. A. BANK CLOTHIERS, INC.	FLORIDA POWER & LIGHT COMPANY	UTILITY	4/26/2020	4/26/2021	\$2,379.00

Bond No.	Surety	Principal	Beneficiary	Type of Bond	Effective Date	Expiration Date	Amount
285057779	LIBERTY MUTUAL GROUP	JOS. A. BANK CLOTHIERS, INC.	FLORIDA POWER & LIGHT COMPANY	UTILITY	6/2/2019	6/2/2020	\$2,393.00
285057780	LIBERTY MUTUAL GROUP	JOS. A. BANK CLOTHIERS, INC.	FLORIDA POWER & LIGHT COMPANY	UTILITY	6/2/2019	6/2/2020	\$2,514.00
285057753	LIBERTY MUTUAL GROUP	JOS. A. BANK CLOTHIERS, INC.	FLORIDA POWER & LIGHT COMPANY	UTILITY	5/26/2019	5/26/2020	\$2,579.00
285057727	LIBERTY MUTUAL GROUP	JOS. A. BANK CLOTHIERS, INC.	FLORIDA POWER & LIGHT COMPANY	UTILITY	4/28/2020	4/28/2021	\$2,604.00
285057722	LIBERTY MUTUAL GROUP	JOS. A. BANK CLOTHIERS, INC.	FLORIDA POWER & LIGHT COMPANY	UTILITY	4/29/2020	4/29/2021	\$2,685.00
285057728	LIBERTY MUTUAL GROUP	JOS. A. BANK CLOTHIERS, INC.	FLORIDA POWER & LIGHT COMPANY	UTILITY	4/30/2020	4/30/2021	\$2,741.00
285057726	LIBERTY MUTUAL GROUP	JOS. A. BANK CLOTHIERS, INC.	FLORIDA POWER & LIGHT COMPANY	UTILITY	4/27/2020	4/27/2021	\$2,758.00

Bond No.	Surety	Principal	Beneficiary	Type of Bond	Effective Date	Expiration Date	Amount
285058770	LIBERTY MUTUAL GROUP	THE MEN'S WEARHOUSE, INC.	DUKE ENERGY KENTUCKY, INC.	UTILITY	11/8/2019	11/8/2020	\$2,825.00
285057782	LIBERTY MUTUAL GROUP	JOS. A. BANK CLOTHIERS, INC.	FLORIDA POWER & LIGHT COMPANY	UTILITY	6/2/2019	6/2/2020	\$2,857.00
285058769	LIBERTY MUTUAL GROUP	JOS. A. BANK CLOTHIERS, INC.	DUKE ENERGY INDIANA, LLC	UTILITY	11/8/2019	11/8/2020	\$4,080.00
285058767	LIBERTY MUTUAL GROUP	THE MEN'S WEARHOUSE, INC.	DUKE ENERGY FLORIDA, LLC	UTILITY	11/28/2019	11/28/2020	\$5,062.00
285061051	LIBERTY MUTUAL GROUP	JOS A BANK CLOTHIERS, INC.	PECO ENERGY COMPANY	UTILITY	8/13/2019	8/13/2020	\$6,560.00
285058766	LIBERTY MUTUAL GROUP	JOS. A. BANK CLOTHIERS, INC.	DUKE ENERGY FLORIDA, LLC	UTILITY	11/28/2019	11/28/2020	\$6,730.00
285061040	LIBERTY MUTUAL GROUP	K&G MEN'S COMPANY INC.	PECO ENERGY COMPANY	UTILITY	7/19/2020	7/19/2021	\$7,910.00
285058740	LIBERTY MUTUAL GROUP	JOS. A. BANK CLOTHIERS, INC.	DUKE ENERGY PROGRESS, LLC	UTILITY	8/17/2019	8/17/2020	\$9,269.00
285058765	LIBERTY MUTUAL GROUP	JOS. A. BANK CLOTHIERS, INC.	DUKE ENERGY PROGRESS, LLC	UTILITY	11/8/2019	11/8/2020	\$9,269.00

Bond No.	Surety	Principal	Beneficiary	Type of Bond	Effective Date	Expiration Date	Amount
285058768	LIBERTY MUTUAL GROUP	THE MEN'S WEARHOUSE, INC.	DUKE ENERGY INDIANA, LLC	UTILITY	11/8/2019	11/8/2020	\$10,500.00
285061039	LIBERTY MUTUAL GROUP	THE MEN'S WEARHOUSE, INC.	BALTIMORE GAS AND ELECTRIC COMPANY ("BGE")	UTILITY	7/19/2020	7/19/2021	\$15,050.00
285058764	LIBERTY MUTUAL GROUP	JOS. A. BANK CLOTHIERS, INC.	DUKE ENERGY CAROLINAS, LLC	UTILITY	11/8/2019	11/8/2020	\$19,165.00
285058763	LIBERTY MUTUAL GROUP	THE MEN'S WAREHOUSE, INC.	DUKE ENERGY CAROLINAS, LLC	UTILITY	11/8/2019	11/8/2020	\$28,560.00
285057751	LIBERTY MUTUAL GROUP	K & G MENS CENTER	GEORGIA POWER COMPANY	UTILITY	5/12/2020	5/12/2021	\$36,360.00
285059845	LIBERTY MUTUAL GROUP	THE MEN'S WEARHOUSE INC.	ARIZONA PUBLIC SERVICE COMPANY	UTILITY	5/10/2020	5/10/2021	\$37,945.14
285056603	LIBERTY MUTUAL GROUP	JOS. A BANK CLOTHIERS, INC.	PACIFIC GAS AND ELECTRIC COMPANY	UTILITY	3/4/2020	3/4/2021	\$45,180.00
285056558	LIBERTY MUTUAL GROUP	JOS. A BANK CLOTHIERS, INC.	GEORGIA POWER COMPANY	UTILITY	1/5/2020	1/5/2021	\$45,865.00

Bond No.	Surety	Principal	Beneficiary	Type of Bond	Effective Date	Expiration Date	Amount
285056604	LIBERTY MUTUAL GROUP	THE MEN'S WEARHOUSE, INC.	SALT RIVER PROJECT AGRICULTURA L IMPROVEMENT & POWER DISTRICT	UTILITY	3/17/2020	3/17/2021	\$52,000.00
180929046	LIBERTY MUTUAL GROUP	K & G MEN'S COMPANY, INC.	BUREAU OF CUSTOMS AND BORDER PROTECTION	CUSTOMS	10/25/2019	10/24/2020	\$200,000.00
285056602	LIBERTY MUTUAL GROUP	THE MEN'S WEARHOUSE, INC.	PACIFIC GAS AND ELECTRIC COMPANY	UTILITY	3/4/2020	3/4/2021	\$314,230.00
200403010	LIBERTY MUTUAL GROUP	JA APPAREL CORP	BUREAU OF CUSTOMS AND BORDER PROTECTION	CUSTOMS	4/24/2020	4/23/2021	\$500,000.00
BDTO500100018	LIBERTY MUTUAL GROUP	MOORES THE SUIT PEOPLE INC. VETEMENTS POUR HOMMES MOORES, INC.	CANADA BORDER SERVICES AGENCY	CUSTOMS	7/7/2020	7/7/2021	\$591,000.00
200403011	LIBERTY MUTUAL GROUP	THE JOSEPH A. BANK MFG. CO., INC.	BUREAU OF CUSTOMS AND BORDER PROTECTION	CUSTOMS	4/24/2020	4/23/2021	\$2,000,000.00

Bond No.	Surety	Principal	Beneficiary	Type of Bond	Effective Date	Expiration Date	Amount
181207139	LIBERTY MUTUAL GROUP	TMW MERCHANTS LLC	BUREAU OF CUSTOMS AND BORDER PROTECTION	CUSTOMS	1/3/2020	1/2/2021	\$2,500,000.00

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

In re:

TAILORED BRANDS, INC., *et al.*,¹

Debtors.

)
) Chapter 11
)
) Case No. 20-33900 (MI)
)
) (Joint Administration Requested)
)

**INTERIM ORDER AUTHORIZING THE
DEBTORS TO MAINTAIN THE SURETY BOND PROGRAM**

Upon the motion (the “Motion”)² of the above-captioned debtors and debtors in possession (collectively, the “Debtors”) for entry of an interim order (this “Interim Order”) (a) authorizing the Debtors to continue and renew the Surety Bond Program on an uninterrupted basis, including but not limited to, the procurement of new sureties in the ordinary course of business on a postpetition basis and pay outstanding prepetition amounts, if any, 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 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

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.

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 final hearing (the "Final Hearing") on the Motion shall be held on _____, 2020, at __:__ .m., prevailing Central Time. Any objections or responses to entry of a final order on the Motion shall be filed on or before 4:00 p.m., prevailing Central Time, on _____, 2020. In the event no objections to entry of the Final Order on the Motion are timely received, this Court may enter such Final Order without need for the Final Hearing.

2. The Debtors are authorized to maintain the Surety Bond Program and pay any prepetition or postpetition obligations related to the Surety Bonds, including any amounts owed in connection with the Surety Indemnity Agreements or on account of Brokerage Fees; *provided that*, the Debtors will notify the United States Trustee and any statutory committee appointed in these chapter 11 cases if the Debtors increase, decrease or terminate existing surety coverage, change surety carriers, enter into any new agreements in connection with the Surety Bonds Program or obtain additional surety bonds.

3. The Debtors are further authorized, in the ordinary course of business, to: (a) renew or obtain new surety bonds; (b) maintain or renew the Letters of Credit; (c) execute other agreements in connection with the Surety Bond Program; and (d) continue to perform and pay any prepetition amount due and owing under the Surety Indemnity Agreements.

4. The Debtors are not authorized by this Interim Order to take any action with respect to a Surety Bond that would have the effect of transforming a prepetition undersecured or unsecured Surety Bond to a postpetition or secured obligation. Such relief may be sought by separate motion.

5. The Debtors shall maintain a matrix/schedule of payments related to the Surety Bond Program made pursuant to this Interim Order, including the following information: (a) the names of the payee; (b) the nature, date and amount of the payment; (c) the category or type of payment, as further described and classified in the Motion; and (d) the Debtor or Debtors that made the payment. The Debtors shall provide a copy of such matrix/schedule to the U.S. Trustee and any statutory committee appointed in these chapter 11 cases every other 30 days beginning upon entry of this Interim Order.

6. The banks and financial institutions on which checks were drawn or electronic fund transfer requests made in payment of the prepetition obligations approved herein are authorized to receive, process, honor, and pay all such checks and electronic fund transfer requests when presented for payment, and all such banks and financial institutions are authorized to rely on the Debtors' designation of any particular check or electronic fund transfer requests as approved by this Interim Order

7. Notwithstanding the relief granted in this Interim Order and any actions taken pursuant to such relief, nothing in this Interim 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 any order granting the relief requested by the Motion or any order granting the relief requested by the 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.

8. Notwithstanding anything to the contrary in this Interim Order, any payment made or action taken by any of the Debtors pursuant to the authority granted in this Interim 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 Interim Order, the terms of the DIP Order shall control.

9. 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 the Surety Bond Program.

10. The contents of the Motion satisfy the requirements of Bankruptcy Rule 6003(b).

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

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

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

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

Dated: _____, 2020
Houston, Texas

UNITED STATES BANKRUPTCY JUDGE

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

In re:

TAILORED BRANDS, INC., *et al.*,¹

Debtors.

)
) Chapter 11
)
) Case No. 20-33900 (MI)
)
) (Joint Administration Requested)
)

**FINAL ORDER AUTHORIZING THE
DEBTORS TO MAINTAIN THE SURETY BOND PROGRAM**

Upon the motion (the “Motion”)² of the above-captioned debtors and debtors in possession (collectively, the “Debtors”) for entry of an final order (this “Final Order”) (a) authorizing the Debtors to continue and renew the Surety Bond Program on an uninterrupted basis, including but not limited to, the procurement of new sureties in the ordinary course of business on a postpetition basis and pay outstanding prepetition amounts, if any, 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’ estates, their creditors, and other parties in interest; and this

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

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:

1. The Debtors are authorized to maintain the Surety Bond Program and pay any prepetition or postpetition obligations related to the Surety Bonds, including any amounts owed in connection with the Surety Indemnity Agreements or on account of Brokerage Fees; *provided* that, the Debtors will notify the United States Trustee and any statutory committee appointed in these chapter 11 cases if the Debtors increase, decrease or terminate existing surety coverage, change surety carriers, enter into any new agreements in connection with the Surety Bonds Program or obtain additional surety bonds.

2. The Debtors are further authorized, in the ordinary course of business, to: (a) renew or obtain new surety bonds; (b) maintain or renew the Letters of Credit; (c) execute other agreements in connection with the Surety Bond Program; and (d) continue to perform and pay any prepetition amount due and owing under the Surety Indemnity Agreements.

3. The Debtors are not authorized by this Final Order to take any action with respect to a Surety Bond that would have the effect of transforming a prepetition undersecured or unsecured Surety Bond to a postpetition or secured obligation. Such relief may be sought by separate motion.

4. The Debtors shall maintain a matrix/schedule of payments related to the Surety Bond Program made pursuant to this Final Order, including the following information: (a) the names of the payee; (b) the nature, date and amount of the payment; (c) the category or type of payment, as further described and classified in the Motion; and (d) the Debtor or Debtors that made the payment. The Debtors shall provide a copy of such matrix/schedule to the U.S. Trustee and any statutory committee appointed in these chapter 11 cases every other 30 days beginning upon entry of this Final Order.

5. The banks and financial institutions on which checks were drawn or electronic fund transfer requests made in payment of the prepetition obligations approved herein are authorized to receive, process, honor, and pay all such checks and electronic fund transfer requests when presented for payment, and all such banks and financial institutions are authorized to rely on the Debtors' designation of any particular check or electronic fund transfer requests as approved by this Final Order

6. Notwithstanding the relief granted in this Final Order and any actions taken pursuant to such relief, nothing in this Final 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 any order granting the relief requested by the Motion or any order granting the relief requested by the 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.

7. Notwithstanding anything to the contrary in this Final Order, any payment made or action taken by any of the Debtors pursuant to the authority granted in this Final 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 Final Order, the terms of the DIP Order shall control.

8. 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 the Surety Bond Program.

9. The contents of the Motion satisfy the requirements of Bankruptcy Rule 6003(b).

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

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

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

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

Dated: _____, 2020
Houston, Texas

UNITED STATES BANKRUPTCY JUDGE

TAB JJ

***Interim Order (I) Authorizing the Debtors to Maintain the
Surety Bond Program and (II) Granting Related Relief***



ENTERED
08/03/2020

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

In re:

TAILORED BRANDS, INC., *et al.*,¹

Debtors.

)
) Chapter 11
)
) Case No. 20-33900 (MI)
)
) (Joint Administration Requested)
)

**INTERIM ORDER AUTHORIZING THE
DEBTORS TO MAINTAIN THE SURETY BOND PROGRAM**

Upon the motion (the “Motion”)² of the above-captioned debtors and debtors in possession (collectively, the “Debtors”) for entry of an interim order (this “Interim Order”) (a) authorizing the Debtors to continue and renew the Surety Bond Program on an uninterrupted basis, including but not limited to, the procurement of new sureties in the ordinary course of business on a postpetition basis and pay outstanding prepetition amounts, if any, 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 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

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.

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 final hearing (the "Final Hearing") on the Motion shall be held on August 27, 2020, at 3:30 p.m., prevailing Central Time. Any objections or responses to entry of a final order on the Motion shall be filed on or before 4:00 p.m., prevailing Central Time, on August 25, 2020. In the event no objections to entry of the Final Order on the Motion are timely received, this Court may enter such Final Order without need for the Final Hearing.

2. The Debtors are authorized to maintain the Surety Bond Program and pay any prepetition or postpetition obligations related to the Surety Bonds, including any amounts owed in connection with the Surety Indemnity Agreements or on account of Brokerage Fees; *provided that*, the Debtors will notify the United States Trustee and any statutory committee appointed in these chapter 11 cases if the Debtors increase, decrease or terminate existing surety coverage, change surety carriers, enter into any new agreements in connection with the Surety Bonds Program or obtain additional surety bonds.

3. The Debtors are further authorized, in the ordinary course of business, to: (a) renew or obtain new surety bonds; (b) maintain or renew the Letters of Credit; (c) execute other agreements in connection with the Surety Bond Program; and (d) continue to perform and pay any prepetition amount due and owing under the Surety Indemnity Agreements.

4. The Debtors are not authorized by this Interim Order to take any action with respect to a Surety Bond that would have the effect of transforming a prepetition undersecured or unsecured Surety Bond to a postpetition or secured obligation. Such relief may be sought by separate motion.

5. The Debtors shall maintain a matrix/schedule of payments related to the Surety Bond Program made pursuant to this Interim Order, including the following information: (a) the names of the payee; (b) the nature, date and amount of the payment; (c) the category or type of payment, as further described and classified in the Motion; and (d) the Debtor or Debtors that made the payment. The Debtors shall provide a copy of such matrix/schedule to the U.S. Trustee and any statutory committee appointed in these chapter 11 cases every other 30 days beginning upon entry of this Interim Order.

6. The banks and financial institutions on which checks were drawn or electronic fund transfer requests made in payment of the prepetition obligations approved herein are authorized to receive, process, honor, and pay all such checks and electronic fund transfer requests when presented for payment, and all such banks and financial institutions are authorized to rely on the Debtors' designation of any particular check or electronic fund transfer requests as approved by this Interim Order

7. Notwithstanding the relief granted in this Interim Order and any actions taken pursuant to such relief, nothing in this Interim 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 any order granting the relief requested by the Motion or any order granting the relief requested by the 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.

8. Notwithstanding anything to the contrary in this Interim Order, any payment made or action taken by any of the Debtors pursuant to the authority granted in this Interim 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 Interim Order, the terms of the DIP Order shall control.

9. 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 the Surety Bond Program.

10. The contents of the Motion satisfy the requirements of Bankruptcy Rule 6003(b).

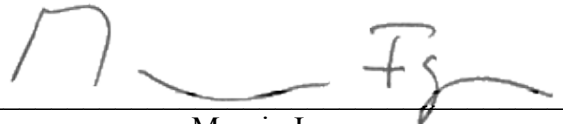
11. Notice of the Motion satisfies the requirements of Bankruptcy Rule 6004(a), and the Bankruptcy Local Rules are satisfied by such notice.

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

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

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

Signed: August 03, 2020



Marvin Isgur
United States Bankruptcy Judge

TAB KK

***Debtors' Emergency Motion Seeking Entry of an Order
Authorizing the Payment of Certain Prepetition Taxes and
Fees***

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

In re:

TAILORED BRANDS, INC., *et al.*,¹

Debtors.

)
) Chapter 11
)
) Case No. 20-33900 (MI)
)
) (Joint Administration Requested)
) (Emergency Hearing Requested)

**DEBTORS' EMERGENCY MOTION
SEEKING ENTRY OF AN ORDER AUTHORIZING
THE PAYMENT OF CERTAIN PREPETITION TAXES AND FEES**

EMERGENCY RELIEF HAS BEEN REQUESTED. A HEARING WILL BE CONDUCTED ON THIS MATTER ON AUGUST 3, 2020 AT 4:30 P.M. (CENTRAL TIME) IN COURTROOM 404, 4TH FLOOR, 515 RUSK STREET, HOUSTON, TEXAS 77002. IF YOU OBJECT TO THE RELIEF REQUESTED OR YOU BELIEVE THAT EMERGENCY CONSIDERATION IS NOT WARRANTED, YOU MUST EITHER APPEAR AT THE HEARING OR FILE A WRITTEN RESPONSE PRIOR TO THE HEARING. OTHERWISE, THE COURT MAY TREAT THE PLEADING AS UNOPPOSED AND GRANT THE RELIEF REQUESTED.

RELIEF IS REQUESTED NOT LATER THAN AUGUST 3, 2020.

PLEASE NOTE THAT ON MARCH 24, 2020, THROUGH THE ENTRY OF GENERAL ORDER 2020-10, THE COURT INVOKED THE PROTOCOL FOR EMERGENCY PUBLIC HEALTH OR SAFETY CONDITIONS.

IT IS ANTICIPATED THAT ALL PERSONS WILL APPEAR TELEPHONICALLY AND ALSO MAY APPEAR VIA VIDEO AT THIS HEARING.

AUDIO COMMUNICATION WILL BE BY USE OF THE COURT'S DIAL-IN FACILITY. YOU MAY ACCESS THE FACILITY AT (832) 917-1510. YOU WILL BE RESPONSIBLE FOR YOUR OWN LONG-DISTANCE CHARGES. ONCE CONNECTED, YOU WILL BE ASKED TO ENTER THE CONFERENCE ROOM NUMBER. JUDGE ISGUR'S CONFERENCE ROOM NUMBER IS 954554.

YOU MAY VIEW VIDEO VIA GOTOMEETING. TO USE GOTOMEETING, THE COURT RECOMMENDS THAT YOU DOWNLOAD THE FREE GOTOMEETING APPLICATION. TO CONNECT, YOU SHOULD ENTER THE MEETING CODE "JUDGEISGUR" IN THE GOTOMEETING APP OR CLICK THE LINK ON JUDGE ISGUR'S HOME PAGE ON THE SOUTHERN DISTRICT OF TEXAS WEBSITE. ONCE CONNECTED, CLICK THE SETTINGS ICON IN THE UPPER RIGHT CORNER AND ENTER YOUR NAME UNDER THE PERSONAL INFORMATION SETTING.

HEARING APPEARANCES MUST BE MADE ELECTRONICALLY IN ADVANCE OF THE HEARING. TO MAKE YOUR ELECTRONIC APPEARANCE, GO TO THE SOUTHERN DISTRICT OF TEXAS WEBSITE AND SELECT "BANKRUPTCY COURT" FROM THE TOP MENU. SELECT "JUDGES' PROCEDURES & SCHEDULES," THEN "VIEW HOME PAGE" FOR JUDGE ISGUR. UNDER "ELECTRONIC APPEARANCE" SELECT "CLICK HERE TO SUBMIT

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.

ELECTRONIC APPEARANCE”. SELECT “TAILORED BRANDS, INC. ET AL.”, COMPLETE THE REQUIRED FIELDS AND CLICK “SUBMIT” TO COMPLETE YOUR APPEARANCE.

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, but not directing, the Debtors to negotiate, remit, and pay (or use tax credits to offset) certain accrued and outstanding prepetition obligations accrued in the ordinary course of business on account of the Taxes and Fees (as defined herein), including those obligations subsequently determined upon audit or otherwise to be owed for periods prior to the Petition Date; (b) authorizing the Debtors to continue negotiating and paying (or using tax credits to offset) the Taxes and Fees accrued in the ordinary course of business on a postpetition basis, including those obligations subsequently determined upon audit or otherwise to be owed; and (c) 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.

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.

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(b), 507(a)(8), 541, and 1107 of the Bankruptcy Code, Bankruptcy Rules 6003 and 6004, and rule 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’ Tax and Fee Obligations

I. Overview of the Debtors’ Tax and Fee Obligations.

7. In the ordinary course of business, the Debtors collect, withhold, incur, and pay sales and use taxes, annual reporting fees, permits and licensing fees, business and regulatory fees, property taxes, franchise taxes and fees, income taxes, taxes and fees related to audits, and various

other governmental taxes, fees, and assessments (collectively, the “Taxes and Fees”).³ The Debtors remit the Taxes and Fees to various federal, state, local, and foreign governments, including taxing authorities (collectively, the “Authorities”). A schedule identifying the Authorities is attached hereto as **Exhibit A**.⁴ Taxes and Fees are generally remitted and paid by the Debtors through checks and electronic transfers that are processed through their banks and other financial institutions. However, substantial Taxes and Fees are also remitted through third-party services providers, who pay the Authorities from their respective bank accounts. From time to time, the Debtors also receive tax credits for overpayments or refunds in respect of Taxes or Fees. The Debtors use these credits in the ordinary course of business to offset against future Taxes or Fees, or have such amounts refunded to the Debtors.

8. The Debtors estimate that approximately \$10.8 million in Taxes and Fees relating to the prepetition period are or will become due and owing to the Authorities after the Petition Date in the ordinary course.

9. The Debtors pay the Taxes and Fees to the Authorities on a periodic basis, remitting them monthly, quarterly, semi-annually, or annually depending on their nature and incurrence. Although the Debtors believe that they are substantially current with respect to their payment of Taxes and Fees, the Debtors seek authority to make such payments with respect to Taxes and Fees where: (a) Taxes and Fees accrued or were incurred prepetition but were not paid prepetition or were paid in an amount less than actually owed; (b) Taxes and Fees were paid prepetition by the

³ By this Motion, the Debtors do not seek the authority to collect and remit state and federal employee-related withholding taxes. Such relief is instead requested in the Debtors’ *Emergency Motion Seeking Entry of an Order Authorizing the Debtors to Pay Prepetition Employee Wages, Salaries, Other Compensation, and Reimbursable Employee Expenses and Continue Employee Benefits Programs*, filed concurrently herewith.

⁴ Although **Exhibit A** is intended to be comprehensive, the Debtors may have inadvertently omitted one or more Authorities. By this Motion, the Debtors request relief applicable to all Authorities, regardless of whether such Authority is specifically identified on **Exhibit A**.

Debtors and were lost or otherwise not received in full by any of the Authorities, which may give rise to interest and other penalties; or (c) Taxes and Fees incurred for prepetition periods may become due after the commencement of these chapter 11 cases. In addition, for the avoidance of doubt, the Debtors seek authority to pay Taxes and Fees accrued or incurred postpetition and Taxes and Fees for so-called “straddle” periods.⁵

10. The Debtors believe that any failure to pay the Taxes and Fees could materially disrupt the Debtors’ business operations in several ways, including that: (a) the Authorities may initiate audits of the Debtors, which would unnecessarily divert the Debtors’ attention from the restructuring process; (b) the Authorities may attempt to suspend the Debtors’ operations, file liens, seek to lift the automatic stay, and pursue other remedies that would harm the estates; and (c) certain of the Debtors’ directors and officers could be subject to claims of personal liability, which would likely distract them from their duties related to the Debtors’ restructuring. Moreover, unpaid Taxes and Fees may result in penalties, the accrual of interest, or both. In addition, nonpayment of the Taxes and Fees may give rise to priority claims under section 507(a)(8) of the Bankruptcy Code. Lastly, the Debtors collect and hold certain outstanding tax liabilities in trust for the benefit of the applicable Authorities, and such funds may not constitute property of the Debtors’ estates.

⁵ Claims for so-called “straddle” Taxes and Fees may be entitled to administrative claim treatment pursuant to Section 503(b)(1)(B). A recent Delaware bankruptcy court decision held that the portion of “straddle” tax claim that is attributable to the prepetition portion of a “straddle” period is not entitled to administrative priority and, in fact, is not entitled to priority under Section 507(a)(8)(A). See *In re Affirmative Ins. Holdings, Inc.*, 607 B.R. 175, 188 (Bankr. D. Del 2019). Although a Delaware district court recently overturned the bankruptcy court’s decision, it is unclear whether the district court’s decision will be appealed and what the outcome of any such appeal might be. Because the Debtors could be subject to late payment penalties and interest in the event they do not pay such “straddle” Taxes and Fees and a court ultimately concludes that such taxes are entitled to administrative treatment, the Debtors are seeking the authority to pay such “straddle” Taxes and Fees as they become due under applicable law. The Debtors reserve their rights with respect to the proper characterization of such “straddle” Taxes and Fees and to seek reimbursement of any portion of a payment that was made that ultimately is not entitled to administrative or priority treatment.

11. The following table contains descriptions of the Taxes and Fees, as well as the Debtors' estimate of the amounts of the Taxes and Fees accrued as of the Petition Date:

Category	Description	Approximate Amount Accrued as of Petition Date
Sales and Use Taxes	The Debtors collect and remit sales, use, and related taxes in real time to the Authorities in various states in connection with the sale of their products or services at store locations in those states, or through shipment of products purchased through the Debtors' e-commerce websites.	\$2.4 million
Income and Franchise Taxes and Fees	In the ordinary course of operating their business, the Debtors incur federal, state and local income taxes. When due, the Debtors pay income taxes on a quarterly basis. The Debtors remit certain taxes, fees, permitting charges, and related fees required to conduct business in the ordinary course pursuant to state and local laws. Certain states may refuse to qualify a debtor to do business in a state or recognize a name change, merger, or other activity if franchise taxes have not been paid.	\$627,000
Foreign Income Taxes	Taxes imposed on the Debtors' income outside of the United States.	\$0
Annual Reporting and Other Licensing Fees	The Debtors incur and remit annual reporting and other licensing fees in certain states in connection with chartering or operating in those states.	\$810,000
Property Taxes	The Debtors remit property and use taxes directly to Authorities relating to property that the Debtors use in the operation of their business.	\$3.0 million
Audits	Ongoing audit investigations in various jurisdictions on account of tax returns and/or tax obligations in prior years.	\$4.0 million
Total		\$10.8 million

II. Sales and Use Taxes.

12. The Debtors incur various general sales and use taxes, gross receipts taxes, and other similar taxes (collectively, the "Sales and Use Taxes"). The Debtors remit the Sales and Use Taxes to the applicable Authorities in real time. Sales and Use Taxes are essentially general consumption taxes charged at either the point of purchase for goods and services or the point of

sale of goods and services, which are usually set by the Authority as a percentage of the retail price of the good or service purchased. Additionally, the Debtors purchase a variety of equipment, materials, supplies, and services necessary for the operation of their business from vendors that may not operate or be registered to collect tax in the jurisdiction where the goods are to be delivered or the services are to be performed, and, therefore, these vendors do not charge the Debtors sales tax in connection with such purchases of goods or services. In these cases, applicable law generally requires the Debtors to subsequently pay use taxes on such purchases to the applicable Authorities. In 2019, the Debtors paid approximately \$182.0 million in Sales and Use Taxes. As of the Petition Date, the Debtors estimate that approximately \$2.4 million in Sales and Use Taxes will have accrued and remain unpaid to the relevant Authorities.

III. Income and Franchise Taxes and Fees.

13. The Debtors are required to pay various state franchise taxes in order to continue conducting their business pursuant to state laws, as well as federal, state and local income and withholding taxes (the “Income and Franchise Taxes and Fees”). Failure to pay Income and Franchise Taxes and Fees as they become due in the ordinary course likely would cause the Debtors to lose their ability to conduct business in the applicable jurisdictions. The Debtors typically pay the Income and Franchise Taxes and Fees on a quarterly basis or as due, depending on when the relevant Authority charges the Income and Franchise Taxes and Fees. In 2019, the Debtors paid approximately \$2.6 million in state and local income tax. With respect to federal income tax, in 2019, the Debtors remitted approximately \$11.3 million. As of the Petition Date, the Debtors estimate that \$627,000 in Income and Franchise Taxes and Fees will have accrued and remain unpaid to the relevant Authorities, but the Debtors expect a refund in part due to a net operating loss carryback.

IV. Foreign Income Taxes

14. The Debtors are required to pay various foreign income taxes in order to continue conducting their business pursuant to the laws in each foreign jurisdiction (the “Foreign Income Taxes and Fees”). Failure to pay Foreign Income Taxes and Fees as they become due in the ordinary course likely would cause the Debtors to lose their ability to conduct business in the applicable jurisdictions. In 2019, the Debtors paid approximately \$710,000 in Foreign Income Taxes and Fees in the United Kingdom and Canada. As of the Petition Date, the Debtors estimate that approximately no Foreign Income Taxes and Fees will have accrued or and remain unpaid to the relevant Authorities.

V. Annual Reporting and Other Licensing Fees.

15. The Debtors incur various annual reporting and other licensing fees in various states in connection with chartering or operating in those states (the “Annual Reporting and Other Licensing Fees”). The Debtors remit the Annual Reporting and Other Licensing Fees to the applicable Authorities based on the number of locations, number of employees, or gross sales, depending on the jurisdiction. In 2019, the Debtors paid approximately \$1.1 million in Annual Reporting and Other Licensing Fees. As of the Petition Date, the Debtors estimate that approximately \$810,000 in Annual Reporting and Other Licensing Fees will have accrued and remain unpaid to the relevant Authorities.

VI. Property Taxes.

16. State and local laws in the jurisdictions in which the Debtors operate generally grant Authorities the power to levy property taxes against the Debtors’ real and personal property (the “Property Taxes”). To avoid the imposition of statutory liens on their real and personal property, the Debtors typically pay property taxes in the ordinary course of business on an annual basis. In 2019, the Debtors paid approximately \$6.5 million in Property Taxes. As of the Petition

Date, the Debtors estimate that approximately \$3.0 million in Property Taxes will have accrued and remain unpaid to the relevant Authorities.

VII. Audits.

17. The Debtors are currently subject to ongoing audit investigations in various jurisdictions and may be subject to further investigations on account of tax returns and/or tax obligations in prior years (collectively, the “Audits”). The Audits may result in additional prepetition Taxes and Fees being assessed against the Debtors, including interest on late payment of Taxes and Fees (such additional Taxes and Fees, the “Assessments”). The Debtors estimate \$4.0 million in liability in relation to ongoing Audits by various Authorities. However, the final results of such Audits currently are unavailable, and as a result, the Debtors cannot determine the amount of such potential Assessments. Further, the Authorities may conduct additional Audits in the future, resulting in additional Assessments on account of prepetition Taxes and Fees. Out of an abundance of caution, the Debtors seek authority, but not direction, to pay or remit tax obligations on account of the Audits as they arise in the ordinary course of the Debtors’ business, including as a result of any resolutions of issues addressed in an Audit. Nothing in the above table, this Motion, or any related order constitutes or should be construed as an admission of liability by the Debtors with respect to any Audit or Assessment. The Debtors expressly reserve all rights with respect to any Audit. Furthermore, the Debtors reserve the right to contest Assessments, if any, claimed to be due as a result of the Audits.

Basis for Relief

18. The Debtors believe that failing to pay the Taxes and Fees when due could materially disrupt the Debtors’ business operations in several ways, including that: (a) failing to pay certain of the Taxes and Fees, particularly franchise taxes, likely would cause the Debtors to lose their ability to conduct business in certain jurisdictions; (b) the Authorities could initiate

audits, suspend operations, file liens, or seek to lift the automatic stay, which would unnecessarily divert the Debtors' attention from the restructuring efforts; (c) failing to pay Taxes and Fees potentially could subject certain of the Debtors' directors and officers to claims of personal liability, which likely would distract those key persons from their duties related to the Debtors' restructuring; and (d) unpaid Taxes and Fees may result in penalties, the accrual of interest, or both, which could negatively affect the Debtors' business or the restructuring efforts. Moreover, the Debtors collect and hold certain outstanding tax liabilities in trust for the benefit of the applicable Authorities, and these funds may not even constitute property of the Debtors' estates.

I. Certain of the Taxes and Fees May Not Be Property of the Debtors' Estates.

19. Many of the Taxes and Fees are collected or withheld by the Debtors on behalf of the applicable Authorities and are held in trust by the Debtors. *See, e.g.*, 26 U.S.C. § 7501 (stating that certain taxes and fees are held in trust); Tex. Tax Code Ann. § 111.016(a) (Vernon 2007) (“Any person who receives or collects a tax or any money represented to be a tax from another person holds the amount so collected in trust for the benefit of the state and is liable to the state for the full amount collected plus any accrued penalties and interest on the amount collected.”). As such, these Taxes and Fees are not property of the Debtors' estates under section 541 of the Bankruptcy Code. *See, e.g.*, 11 U.S.C. § 541(d); *Begier v. IRS*, 496 U.S. 53, 57–60 (1990) (holding that certain taxes are property held by the debtor in trust for another and, as such, do not constitute property of the estate); *In re Al Copeland Enters., Inc.*, 991 F.2d 233, 237 (5th Cir. 1993) (noting that a debtor holds state sales tax revenues in trust for the state); *In re Equalnet Commc'ns Corp.*, 258 B.R. 368, 370 (Bankr. S.D. Tex. 2000) (“[C]ertain prepetition tax claims, such as sales taxes, could be trust fund claims.”). Because the Debtors may not have an equitable interest in funds

held on account of such “trust fund” taxes, the Debtors should be permitted to pay those funds to the Authorities as they become due.⁶

II. Certain of the Taxes and Fees May Be Secured or Priority Claims Entitled to Special Treatment under the Bankruptcy Code.

20. Claims for certain of the Taxes and Fees are or may be priority claims entitled to payment before general unsecured claims. *See* 11 U.S.C. § 507(a)(8) (describing taxes entitled to priority treatment). Moreover, to the extent that such amounts are entitled to priority treatment under the Bankruptcy Code, the respective Authorities may attempt to assess fees, interest, and penalties if such amounts are not paid. *See* 11 U.S.C. § 507(a)(8)(G) (granting eighth priority status to “a penalty related to a claim of a kind specified in this paragraph and in compensation for actual pecuniary loss”). Claims entitled to priority status pursuant to section 507(a)(8) of the Bankruptcy Code must be paid in full under a confirmable plan pursuant to section 1129(a)(9)(C) of the Bankruptcy Code. Therefore, payment of certain of the Taxes and Fees at this time only affects the timing of the payment for the amounts at issue and will not unduly prejudice the rights and recoveries of junior creditors. *See In re Equalnet Commc’ns Corp.*, 258 B.R. 368, 369 (Bankr. S.D. Tex. 2000) (“[C]ertain types of claims enjoy a priority status in addition to being sometimes critical to the ongoing nature of the business. For instance, employee wage claims and certain tax claims are both priority claims in whole or in part. The need to pay these claims in an ordinary course of business time-frame is simple common sense.”).

⁶ For the avoidance of doubt, the Debtors hereby request authority to pay the Taxes and Fees as provided herein regardless of whether such Taxes and Fees constitute trust fund obligations.

III. Payment of the Taxes and Fees as Provided Herein Is a Sound Exercise of the Debtors' Business Judgment.

21. The Court may authorize the Debtors to pay the Taxes and Fees under section 363(b)(1) of the Bankruptcy Code, which provides that “[t]he trustee, after notice and a hearing, may use, sell, or lease, other than in the ordinary course of business, property of the estate.” 11 U.S.C. § 363(b)(1). Courts in the Fifth Circuit have granted a debtor’s request to use property of the estate outside of the ordinary course of business pursuant to section 363(b) of the Bankruptcy Code upon a finding that such use is supported by sound business reasons. *See, e.g., Inst. 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) (“[F]or a debtor-in-possession or trustee to satisfy its fiduciary duty to the debtor, creditors and equity holders, there must be some articulated business justification for using, selling, or leasing the property outside the ordinary course of business.”); *see also In re Terrace Gardens Park P’ship*, 96 B.R. 707, 714 (Bankr. W.D. Tex. 1989); *In re Crutcher Res. Corp.*, 72 B.R. 628, 631 (Bankr. N.D. Tex. 1987) (“A Bankruptcy Judge has considerable discretion in approving a § 363(b) sale of property of the estate other than in the ordinary course of business, but the movant must articulate some business justification for the sale.”). In addition, under section 1107(a) of the Bankruptcy Code, a debtor in possession has, among other things, the “implied duty . . . to ‘protect and preserve the estate, including an operating business’ going-concern value.” *In re CEI Roofing, Inc.*, 315 B.R. 50, 59 (Bankr. N.D. Tex. 2004) (quoting *In re CoServ, L.L.C.*, 273 B.R. 487, 497 (Bankr. N.D. Tex. 2002)).

22. Moreover, under section 105(a) of the Bankruptcy Code, “the [C]ourt may issue any order, process, or judgment that is necessary or appropriate to carry out the provisions of [the Bankruptcy Code].” 11 U.S.C. § 105(a); *In re Mirant Corp.*, 296 B.R. 427, 429 (Bankr. N.D. Tex. 2003) (noting that non-payment of prepetition claims may seriously damage a debtor’s

business); *CoServ*, 273 B.R. at 497 (finding that sections 105 and 1107 of the Bankruptcy Code provide the authority for a debtor in possession to pay prepetition claims). The above-referenced sections of the Bankruptcy Code therefore authorize the postpetition payment of prepetition claims when the payments are critical to preserving the going-concern value of the debtor's estate, as is the case here. *See, e.g., CoServ*, 273 B.R. at 497 (“[I]t is only logical that the bankruptcy court be able to use [s]ection 105(a) of the [Bankruptcy] Code to authorize satisfaction of the prepetition claim in aid of preservation or enhancement of the estate.”). Further, the Office of the U.S. Trustee for the Southern District of Texas requires that debtors pay all tax obligations arising after the filing of the petition in full when due. *See, e.g., Region 7 Guidelines for Debtors-in-Possession*.

23. Here, the Debtors' ability to pay the Taxes and Fees is critical to their continued and uninterrupted operations and maintaining the value of the Debtors' estates. If certain Taxes and Fees remain unpaid, the Authorities may seek to impose penalties on, or recover such amounts directly from, the Debtors' directors, officers, or employees, thereby diverting them from the administration of the Debtors' chapter 11 cases. *See, e.g., Tex. Tax Code Ann. § 111.016* (Vernon 2007) (persons who hold money paid as a tax for the benefit of the state are liable to the state for the full amount); *In re Tex. Pig Stands, Inc.*, 610 F.3d 937, 941 (5th Cir. 2010) (noting that corporate officers may be held responsible for payment of certain corporate taxes). Any collection action on account of such claims, and any potential ensuing liability, would distract the Debtors and their personnel to the detriment of all parties in interest. The dedicated and active participation of the Debtors' officers and employees is integral to the Debtors' continued operations and essential to the orderly administration of these chapter 11 cases and maximizing the value of the Debtors' estates for the benefit of their stakeholders.

24. Furthermore, the Debtors' inability to pay the Taxes and Fees may ultimately result in increased tax liability for the Debtors if interest and penalties accrue on the Tax and Fee claims. *See, e.g.,* Tex. Tax Code Ann. § 111.016(a) (Vernon 2007). Such a result would be contrary to the best interests of the Debtors' estates and all stakeholders. As noted above, many of the Taxes and Fees may be entitled to priority status pursuant to section 507(a)(8) of the Bankruptcy Code. As priority claims, these obligations must be paid in full before any general unsecured obligations of the Debtors may be satisfied. *See Equalnet Commc'ns*, 258 B.R. 368, 369 (Bankr. S.D. Tex. 2000) (noting that paying priority tax claim in the ordinary course of business is "simple common sense"). Therefore, the Debtors' failure to pay the prepetition Taxes and Fees as they come due may ultimately increase the amount of priority claims held by the Authorities against the Debtors' estates to the detriment of the Debtors' general unsecured creditors. *See* 11 U.S.C. § 507(a)(8). Accordingly, the Court should grant the Debtors authority to pay, in their sole discretion, the prepetition Taxes and Fees as provided herein.

Processing of Checks and Electronic Fund Transfers Should Be Authorized

25. The Debtors have sufficient funds to pay the amounts described in this Motion in the ordinary course of business by virtue of expected cash flows from ongoing business operations and anticipated access to cash collateral and debtor in possession financing. In addition, under the Debtors' existing cash management system, the Debtors can readily identify checks or wire transfer requests as relating to an authorized payment in respect of the payment of prepetition Taxes and Fees. Accordingly, the Debtors believe that checks or wire transfer requests, other than those relating to authorized payments, will not be honored inadvertently. Therefore, the Debtors respectfully request that the Court authorize and direct all applicable financial institutions, when

requested by the Debtors, to receive, process, honor, and pay any and all checks or wire transfer requests in respect of the relief requested in this Motion.

Emergency Consideration

26. The Debtors request emergency consideration of this Motion pursuant to Bankruptcy Rule 6003, which empowers a court to grant relief within the first 21 days after the commencement of a chapter 11 case “to the extent that relief is necessary to avoid immediate and irreparable harm.” An immediate and orderly transition into chapter 11 is critical to the viability of their operations and that any delay in granting the relief requested could hinder the Debtors’ operations and cause irreparable harm. Failure to receive the requested relief during the first 21 days of these chapter 11 cases would severely disrupt the Debtors’ operations at this critical juncture and imperil the Debtors’ restructuring. The Debtors have satisfied the “immediate and irreparable harm” standard of Bankruptcy Rule 6003 and request that the Court approve the relief requested in this Motion on an emergency basis.

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

27. 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

28. 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

29. 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 Authorities; and (m) 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 2, 2020

/s/ Matthew D. Cavanaugh

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*Proposed Co-Counsel to the Debtors
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Certificate of Accuracy

I certify that the foregoing statements are true and accurate to the best of my knowledge.
This statement is being made pursuant to Bankruptcy Local Rule 9013-1(i).

/s/ Matthew D. Cavanaugh

Matthew D. Cavanaugh

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. Cavanaugh

Matthew D. Cavanaugh

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

In re:	)	
	)	Chapter 11
	)	
TAILORED BRANDS, INC., <i>et al.</i> , ¹	)	Case No. 20-33900 (MI)
	)	
Debtors.	)	(Joint Administration Requested)
	)	
	)	Re: Docket No. _____

**ORDER AUTHORIZING
THE PAYMENT OF CERTAIN PREPETITION TAXES AND FEES**

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, but not directing, the Debtors to negotiate, remit and pay (or use tax credits to offset) certain accrued and outstanding prepetition Taxes and Fees, (b) authorizing the Debtors to continue negotiating, remitting and paying (or using tax credits to offset) the Taxes and Fees on a postpetition basis, and (c) 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

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 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:

1. The Debtors are authorized, but not directed, to: (a) negotiate, pay, and remit (or use tax credits to offset), or otherwise satisfy the obligations that arose or accrued in the ordinary course of business on account of the Taxes and Fees prior to the Petition Date and that will become due and owing in the ordinary course of business during the pendency of these chapter 11 cases at such time when the Taxes and Fees are payable; and (b) negotiate, pay and remit (or use tax credits to offset) Taxes and Fees that arise or accrue in the ordinary course of business on a postpetition basis consistent with prepetition practice—including, for the avoidance of doubt, posting collateral or a letter of credit in connection with any dispute related to the Audits or Assessments or paying any Taxes and Fees arising as a result of the Audits or Assessments; *provided* that the Debtors shall not pay any Taxes and Fees outside of the ordinary course before such Taxes and Fees are due to the applicable Authority; *provided, further*, notwithstanding anything to the contrary herein or in the Motion, that in the event the Debtors make a payment with respect to any Taxes and Fees for the prepetition portion of any "straddle" amount, and this Court subsequently determines such amount was not entitled to priority or administrative treatment under section 507(a)(8) or 503(b)(1)(B) of the Bankruptcy Code, the Debtors may (but shall not be required to) seek an order from the Court requiring a return of such amounts.

2. To the extent that the Debtors have overpaid any Taxes or Fees, the Debtors are authorized to seek a refund or credit.

3. Notwithstanding the relief granted herein or any actions taken hereunder, nothing contained in this Order shall create any rights in favor of, or enhance the status of any claim held by, any of the Authorities.

4. The banks and financial institutions on which checks were drawn or electronic fund transfer requests made in payment of the prepetition obligations approved herein are authorized to receive, process, honor, and pay all such checks and electronic fund transfer requests when presented for payment, and all such banks and financial institutions are authorized to rely on the Debtors' designation of any particular check or electronic fund transfer requests as approved by this Order.

5. 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.

6. 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.

7. The Debtors shall maintain a matrix/schedule of payments made pursuant to this Order, including the following information: (a) the names of the payee; (b) the nature of the payment; (c) the amount of the payment; (d) the category or type of payment; (e) the Debtor or Debtors that made the payment; (f) the payment date; and (g) the purpose of such payment. The Debtors shall provide a copy of such matrix/schedule to the U.S. Trustee and any statutory committee appointed in these chapter 11 cases every 30 days beginning upon entry of this Order.

8. 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 Taxes and Fees.

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

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

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

12. 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

Authorities

Authorities

<u>Authority</u>	<u>Type of Tax</u>	<u>Address</u>	<u>City</u>	<u>State</u>	<u>Zip</u>
Acadia Parish School Board	Sales and Use	PO Drawer 309	Crowley	LA	70527
Acton Municipal Tax Collector	Property	Town Hall 472 Main St	Acton	MA	01720
Ada County Tax Collector	Property	PO Box 2668	Boise	ID	83701
Adams County Tax Collector	Property	PO Box 869	Brighton	CO	80601
Alabama Department of Revenue	Income and Franchise	PO Box 154	Montgomery	AL	36135
Alabama Department of Revenue	Sales and Use, Audit	PO Box 327790	Montgomery	AL	36132
Alachua County Tax Collector	Property	PO Box 44310	Jacksonville	FL	32231
Alamance County Tax Collector	Property	124 W Elm St	Graham	NC	27253
Alameda County Tax Collector	Property	1221 Oak Street Room 131	Oakland	CA	94612
Alaska Division of Corporations, Business and Professional Licensing	Annual Reporting	500 W 7th Ave STE 1500	Anchorage	AK	99501
Albemarle County Tax Collector	Property	PO Box 7604	Merrifield	VA	22116
Albemarle County, Virginia Finance Division	Annual Reporting	401 McIntire Rd	Charlottesville	VA	22902
Alexandria City Tax Collector	Property	PO Box 34901	Alexandria	VA	22334
Alief ISD Tax Office	Property	PO Box 368	Alief	TX	77411
Allen County Treasurer	Property	PO Box 2540	Fort Wayne	IN	46801
Allen County Treasurer	Property	PO Box 2540	Fort Wayne	IN	46801
Allen Parish School Board	Sales and Use	PO Drawer 190	Oberlin	LA	70655
Alpharetta City Tax Collector	Property	PO Box 117022	Atlanta	GA	30368
Altoona Area School District/City of Altoona, Pennsylvania Tax Office	Annual Reporting	200R E Crawford Ave	Altoona	PA	16602
Anchorage Municipal Tax Collector	Property	Attn: Property Tax PO Box 196040	Anchorage	AK	99519
Anderson County Treasurer	Property	PO Box 1658	Anderson	SC	29622
Anne Arundel County Tax Collector	Property	PO Box 427	Annapolis	MD	21404
Anne Arundel County, Maryland Clerk of the Circuit Court	Annual Reporting	8 Church Circle, Room H-101	Annapolis	MD	21401
Arapahoe County Tax Collector	Property	5334 S. Prince St.	Littleton	CO	80120

Arizona Department of Revenue	Income and Franchise	PO Box 29079	Phoenix	AZ	85038
Arizona Dept of Revenue	Sales and Use	PO Box 29085	Phoenix	AZ	85038
Arlington County Tax Collector	Property	PO Box 1754	Merrifield	VA	22116
Arlington County, Virginia Commissioner of Revenue	Annual Reporting	PO Box 1757	Merrifield	VA	22116
Ascension Parish Sales Tax Authority	Sales and Use	PO Box 1718	Gonzales	LA	70707
Assumption Parish Sales and Use Tax Dept	Sales and Use	PO Drawer 920	Napoleonville	LA	70390
Athens-Clarke County, Georgia Financial Services Division - Business Tax Administration	Annual Reporting	375 Satula Ave	Athens	GA	30601
Auburn Municipal Tax Collector	Property	PO Box 733	Reading	MA	01867
Augusta Municipal Tax Collector	Property	16 Cony St	Augusta	ME	04330
Baldwin County Tax Collector	Property	PO Box 538517	Atlanta	GA	30353
Baldwin County Tax Department	Sales and Use	PO Box 189	Robertsdale	AL	36567
Baltimore City Tax Collector	Property	400 Washington Ave Rm 152	Towson	MD	21204
Baltimore County, Maryland Clerk of the Circuit	Annual Reporting	401 Bosley Avenue, 2nd Floor	Towson	MD	21204
Barnstable Municipal Tax Collector	Property	PO Box 40	Hyannis	MA	02601
Barrington Town Tax Collector	Property	PO Box 9716	Providence	RI	02940
Battle Creek City Treasurer	Income and Franchise	PO Box 1657	Battle Creek	MI	49016
Bay County Tax Collector	Property	PO Box 2285	Panama City	FL	32402
Baybrook MUD #1 (Harris)	Property	#5 Oaktree PO Box 1368	Friendswood	TX	77549
Beaufort County Treasurer	Property	PO Box 105176	Atlanta	GA	30348
Bell County Chief Appraiser	Property	PO Box 390	Belton	TX	76513
Bellingham Municipal Tax Collector	Property	PO Box 981021	Boston	MA	02298
Benton County Tax Collector	Property	215 E Central Ave Rm 101	Bentonville	AR	72712
Benton County Tax Collector	Property	5600 W Canal Drive Ste A	Kennewick	WA	99336
Berkeley County Treasurer	Property	PO Box 6122	Moncks Corner	SC	29461
Berlin Municipal Tax Collector	Property	PO Box 41	Berlin	MA	1503
Bernalillo County Tax Collector	Property	PO Box 27800	Albuquerque	NM	87125

Bexar County Tax Assessor-Collector	Property	PO Box 2903	San Antonio	TX	78299
Bienville Parish School Board	Sales and Use	PO Box 746	Arcadia	LA	71001
Birmingham City Treasurer (Oakland)	Property	PO Box 671732	Detroit	MI	48267
Bonneville County Tax Collector	Property	605 N Capital Ave	Idaho Falls	ID	83402
Boone County Fiscal Court, KY	Income and Franchise	PO Box 960	Burlington	KY	41005
Boone County Tax Collector	Property	801 E Walnut St Rm 118	Columbia	MO	65201
Boone County Tax Collector	Property	PO Box 198	Burlington	KY	41005
Boone County, Kentucky Occupational License Department	Annual Reporting	2590 Washington St	Burlington	KY	41005
Boone County, Missouri Collector's Office	Annual Reporting	801 E Walnut St #118	Columbia	MO	65201
Borough of Eatontown, New Jersey Mercantile Licensing Department	Annual Reporting	47 Broad Street	Eatontown	NJ	7724
Borough of Eatontown, New Jersey Mercantile Licensing Department	Annual Reporting	47 Broad Street	Eatontown	NJ	7724
Borough of Homestead, Pennsylvania	Annual Reporting	221 East 7th Ave	Homestead	PA	15120
Borough of Paramus, New Jersey Clerks Office	Annual Reporting	1 West Jockish Square	Paramus	NJ	7652
Bossier City Sales and Use Division	Sales and Use	PO Box 71313	Bossier City	LA	71171
Boston Municipal Tax Collector	Property	Box 55810	Boston	MA	02205
Boulder County Tax Collector	Property	PO Box 471	Boulder	CO	80306
Bowie City Tax Collector (Prince Georges)	Property	15901 Excalibur Rd	Bowie	MD	20716
Bowling Green City Tax Collector	Property	PO Box 1410	Bowling Green	KY	42102
BPP-Dallas County Tax Assessor-Collector	Property	120 W Main Ste 201 Schuerenburg & Grimes	Mesquite	TX	75149
Braintree Municipal Tax Collector	Property	PO Box 859209	Braintree	MA	02185
Brazoria County MUD #35 (Brazoria)	Property	#5 Oaktree PO Box 1368	Friendswood	TX	77549
Brazoria County Tax Assessor-Collector	Property	POBOX 1586	Lake Jackson	TX	77566
Brazos County Tax Assessor-Collector	Property	4151 County Park Ct	Bryan	TX	77802
Brevard County Tax Collector	Property	PO Box 2500	Titusville	FL	32781
Brevard County, Florida Tax Collectors Office	Annual Reporting	PO Box 2500	Titusville	FL	32781

Brookfield City Collector (Waukesha)	Property	2000 N Calhoun Rd	Brookfield	WI	53005
Broomfield County Tax Collector	Property	PO Box 407	Broomfield	CO	80036
Broward County Tax Collector	Property	115 S Andrews Ave #A100	Fort Lauderdale	FL	33301
Broward County, Florida Tax Collector Records, Taxes and Treasury Division	Annual Reporting	115 Andrews Avenue, Room 114	Fort Lauderdale	FL	33301
Brown County Treasurer	Property	PO Box 23600	Green Bay	WI	54305
Buncombe County Tax Collector	Property	PO Box 3140	Asheville	NC	28802
Bureau of Revenue Department	Sales and Use	PO Box 61840	NEW ORLEANS,	LA	70161
Burlington City Tax Collector	Property	PO Box 1358	Burlington	NC	27216
Burlington Municipal Tax Collector	Property	PO Box 376	Burlington	MA	01803
Business Tax Division - Commercial Activity Tax	Income and Franchise	PO Box 16158	Columbus	OH	43216
Butte County Tax Collector	Property	25 County Center Drive Suite 125	Oroville	CA	95965
CA Dept of Tax and Fee Administration	Sales and Use, Audit	PO Box 942879	Sacramento	CA	94279
Cabarrus County Tax Collector	Property	PO Box 580347	Charlotte	NC	28258
Cabell County Tax Collector	Property	PO Box 2114	Huntington	WV	25721
Caddo Parish Tax Collector	Property	PO Box 20905	Shreveport	LA	71120
Caddo Parish Tax Collector	Property	PO Box 20905	Shreveport	LA	71120
Caddo - Shreveport Sales and Use Tax Commission	Sales and Use	PO Box 10412	Shreveport	LA	71161
Calcasieu Parish School Board	Sales and Use	PO Drawer 2050	Lake Charles	LA	70602
Calcasieu Parish Tax Collector	Property	PO Box 1450	Lake Charles	LA	70602
Calcasieu Parish Tax Collector	Property	PO Box 1450	Lake Charles	LA	70602
Cambridge Municipal Tax Collector	Property	PO Box 399142	Cambridge	MA	02139
Canada Revenue Agency	Foreign Income	250 Lapiniere Boulevard	Brossard	Quebec	J4Z 3T8
Canada Revenue Agency	Sales and Use	251 Rene-Levesque Boulevard	Jonquiere	Quebec	G7S5J2
Canton Town Tax Collector	Property	PO Box 168	Collinsville	CT	06022
Cape Girardeau County Tax Collector	Property	1 Barton Square Ste 303	Jackson	MO	63755
Carroll County Tax Collector	Property	225 N Center St	Westminster	MD	21157
Carroll County, Maryland County Clerk of the Court	Annual Reporting	55 North Courth Street	Westminster	MD	21157

Carrollton-Farmers Branch ISD Tax Office	Property	PO Box 208227	Dallas	TX	75320
Carrollton-Farmers Branch ISD Tax Office	Property	PO Box 208227	Dallas	TX	75320
Catahoula Parish Sales Tax Fund	Sales and Use	PO Box 250	Vidalia	LA	71373
Catawba County Tax Collector	Property	PO Box 580071	Charlotte	NC	28258
Centerra Lifestyle Center LLC	Sales and Use	PO Box 1386	Loveland	CO	80539
Centerra Public Imp Collection Corp	Sales and Use	PO Box 892	Loveland	CO	80539
Central Collection Agency CCA - Division of Taxation	Income and Franchise	PO Box 94810	Cleveland,	OH	44101
Chadds Ford, Pennsylvania Tax Collector via MRRS, LLC	Annual Reporting	10 Ring Road	Chadds Ford	PA	19317
Charles County Tax Collector	Property	PO Box 2607	La Plata	MD	20646
Charles County, Maryland Clerk of the Circuit Court	Annual Reporting	200 Charles Street	La Plata	MD	20646
Charleston County Treasurer	Property	PO Box 878	Charleston	SC	29402
Charlottesville City Tax Collector	Property	PO Box 2854	Charlottesville	VA	22902
Chatham County Tax Commissioner	Property	PO Box 117037	Atlanta	GA	30368
Chattanooga City Tax Collector	Property	PO Box 191	Chattanooga	TN	37401
Cheltenham Township, Pennsylvania Finance Department	Annual Reporting	8230 Old York Rd	Elkins Park	PA	19027
Chesapeake City Tax Collector	Property	PO Box 16495	Chesapeake	VA	23328
Chesterfield County Tax Collector	Property	PO Box 71111	Charlotte	NC	28272
Chesterfield County, Virginia Office of the Commissioner of the Revenue	Annual Reporting	PO Box 124	Chesterfield	VA	23832
Cinco MUD #12 (Fort Bend)	Property	PO Box 3155	Houston	TX	77253
City and County of Denver, Colorado Department of Finance, Treasury Division	Annual Reporting	PO Box 660859	Dallas	TX	75266
City and County of San Francisco, California Treasurer and Tax Collectors Office	Annual Reporting	PO Box 7425	San Francisco	CA	94120
City of Akron, Ohio Income Tax Division	Income and Franchise	1 Cascade Plaza - 11th Floor Akron	Akron	OH	44308
City of Albany, Georgia Treasury Division	Annual Reporting	401 Pine Ave	Albany	GA	31701

City of Albuquerque, New Mexico Treasury Division	Annual Reporting	PO Box 17	Albuquerque	NM	87103
City of Alexandria	Sales and Use	P.O Box 178	Alexandria	VA	22313
City of Alexandria, Virginia Finance Department	Annual Reporting	301 King Street	Alexandria	VA	22314
City of Alpharetta, Georgia Community Development Department	Annual Reporting	2 Park Plaza	Alpharetta	GA	30009
City of Altamonte Springs, Florida Clerk's Office	Annual Reporting	225 Newburyport Ave	Altamonte Springs	FL	32701
City of Ammon, Idaho	Annual Reporting	2135 S. Ammon Rod	Ammon	ID	83406
City of Anderson, South Carolina Business License Office	Annual Reporting	601 S Main Street	Anderson	SC	29624
City of Antioch, California Finance Department	Annual Reporting	200 H Street	Antioch	CA	94509
City of Arcadia, California Business License Office	Annual Reporting	PO Box 60021	Arcadia	CA	91066
City of Atlanta, Georgia Business Tax Division	Annual Reporting	55 Trinity Avenue SW, Suite 1350	Atlanta	GA	30303
City of Auburn	Sales and Use	144 Tichenor Avenue, Suite 6	Auburn	AL	36830
City of Auburn, Alabama Finance Department - Revenue Office	Annual Reporting	144 Tichenor Ave, STE 5	Auburn	AL	36830
City of Auburn, Washington	Annual Reporting	1 E Main Street	Auburn	WA	98001
City of Augusta, Georgia License and Inspection Department	Annual Reporting	1815 Marvin Griffin Rd	Augusta	GA	30906
City of Aurora	Sales and Use	PO Box 913200	Denver	CO	80291
City of Aurora, Colorado Finance Department	Annual Reporting	15151 E Alameda Parkway, STE 1100	Aurora	CO	80012
City of Aurora, Colorado Tax and Licensing	Annual Reporting	15151 E Alameda Parkway, STE 1100	Aurora	CO	80012
City of Aventura, Florida Community Development Department	Annual Reporting	19200 West Country Club Drive	Aventura	FL	33180
City of Aventura, Florida Community Development Department	Annual Reporting	19200 West Country Club Drive	Aventura	FL	33180
City of Avondale	Sales and Use	11465 W Civic Dr #270	Avondale	AZ	85323
City of Avondale, Arizona Finance Department	Annual Reporting	11465 W Civic Center Drive #270	Avondale	AZ	85323
City of Bakersfield, California Treasury Division	Annual Reporting	PO Box 2057	Bakersfield	CA	93303
City of Baltimore, Maryland Clerk of the Circuit Court	Annual Reporting	200 Holiday Street, Room 7	Baltimore	MD	21202

City of Baton Rouge - Parish of East Baton Rouge, Louisiana Department of Finance, Revenue Division	Annual Reporting	222 Saint Louis Street, Room 404	Baton Rouge	LA	70802
City of Beaverton, Oregon	Annual Reporting	12725 SW Milkman Way, 2nd Floor	Beaverton	OR	97005
City of Bellevue, Washington Tax Division	Annual Reporting	PO Box 90012	Bellevue	WA	98009
City of Bellingham, Washington Finance Department	Annual Reporting	210 Lottie ST	Bellingham	WA	98225
City of Bend, Oregon Business License Program	Annual Reporting	PO Box 1348	Bend	OR	97709
City of Berwyn, Illinois Licensing and Collections	Annual Reporting	6700 West 26th ST	Berwin	IL	60402
City of Billings, Montana Department of Finance	Annual Reporting	210 N. 27th Street	Billings	MT	59101
City of Biloxi, Mississippi	Annual Reporting	PO Box 508	Biloxi	MS	39533
City of Birmingham	Sales and Use	PO Box 830638	Birmingham	AL	35283
City of Birmingham, Alabama Tax and License Division	Annual Reporting	710 North 20th Street	Birmingham	AL	35203
City of Boca Raton, Florida Business Tax Authority	Annual Reporting	200 NW 2nd Ave	Boca Raton	FL	33432
City of Boulder Sales and Use Division	Sales and Use	PO Box 791	Boulder	CO	80306
City of Bowling Green, Kentucky	Income and Franchise	PO Box 1410	Bowling Green	KY	42102
City of Boynton Beach, Florida Development Services Department	Annual Reporting	3301 Quantum Blvd, STE 101	Boynton Beach	FL	33426
City of Brea, California Business License Tax Division	Annual Reporting	1 Civic Center Circle	Brea	CA	92821
City of Brentwood, Missouri	Annual Reporting	2348 S Brentwood Blvd	Brentwood	MO	63144
City of Broomfield	Sales and Use	PO Box 407	Broomfield	CO	80038
City of Buford, Georgia Occupational Tax Department	Annual Reporting	2300 Buford Highway	Buford	GA	30518
City of Burbank, California Community Services Building	Annual Reporting	150 N. Third Street	Burbank	CA	91502
City of Burlington via Washington Business Licensing Service	Annual Reporting	PO Box 9034	Olympia	WA	98507
City of Burlington, Washington Finance Department	Annual Reporting	740 Burlington Blvd	Burlington	WA	98233

City Of Calumet City, Illinois Office of the City Clerk	Annual Reporting	204 Pulaski Rd	Calumet City	IL	60409
City of Cambridge	Property	PO Box 458	Cambridge	Ontario	NIR 5WB
City of Cape Girardeau, Missouri	Annual Reporting	400 Independence Street	City of Cape Girardeau	MO	63703
City of Capitola, California Finance Department	Annual Reporting	420 Capitola Ave	Capitola	CA	95010
City of Carlsbad, California Finance Department	Annual Reporting	1635 Faraday Ave	Carlsbad	CA	92008
City of Centennial	Sales and Use	PO Box 17383	Denver	CO	80217
City of Cerritos, California Business License Division	Annual Reporting	18125 Bloomfield Ave	Cerritos	CA	90703
City of Chandler	Sales and Use	PO Box 15001, Mail stop 701	Chandler	AZ	85244
City of Chandler, Arizona Tax and License Division	Annual Reporting	MS 701; PO Box 2008	Chandler	AZ	85244
City of Charleston, South Carolina Revenue Collections Division	Annual Reporting	4045 Bridge View Drive	North Charleston	SC	29405
City of Charleston, West Virginia City Collector's Office	Annual Reporting	915 Quarrier Street, Suite 4	Charleston	WV	25301
City of Charlottesville	Sales and Use	PO Box 2964	Charlottesville	VA	22902
City of Charlottesville, Virginia Commissioner of the Revenue	Annual Reporting	605 E Main Street	Charlottesville	VA	22902
City of Chesapeake	Sales and Use	PO Box 15285	Charlottesville	VA	23328
City of Chesapeake, Virginia Commissioner of the Revenue	Annual Reporting	PO Box 15285	Chesapeake	VA	23328
City of Chesterfield, Missouri Finance Department and Administration	Annual Reporting	690 Chesterfield Parkway West	Chesterfield	MO	63017
City of Chicago, Illinois Department of Business Affairs and Consumer Protection	Annual Reporting	121 N LaSalle St #805	Chicago	IL	60602
City of Chico, California Finance Department	Annual Reporting	PO Box 3420	Chico	CA	95927
City of Chigago	Sales and Use	22149 Network Place	Chicago	IL	60673
City of Chino Hills, California Business License Division	Annual Reporting	14000 City Center Dr	Chino Hills	CA	91709
City of Chino, California Finance Department	Annual Reporting	13220 Central Ave	Chino	CA	91710
City of Cincinnati Income Tax Division	Income and Franchise	PO Box 637876	Cincinnati	OH	45263

City of Citrus Heights, California Finance Department	Annual Reporting	6360 Fountain Square Dr	Citrus Heights	CA	95621
City of Clarksville via Tennessee Department of Revenue	Annual Reporting	150 Washington Ave	Memphis	TN	38103
City of Clearwater, Florida Planning and Development Department	Annual Reporting	100 S Myrtle Ave	Clearwater	FL	33756
City of Coconut Creek, Florida	Annual Reporting	4800 West Copans Road	Coconut Creek	FL	33063
City of Collierville via Tennessee Department of Revenue	Annual Reporting	150 Washington Ave	Memphis	TN	38103
City of Colorado Springs	Sales and Use	DEPT 2408	Denver	CO	8025
City of Columbia, Missouri Finance Department	Annual Reporting	PO Box 6015	Columbia	MO	65205
City of Columbia, South Carolina Business License Division	Annual Reporting	PO box 147	Columbia	SC	29217
City of Coral Gables, Florida Finance Department	Annual Reporting	405 Biltmore Way, 1st Floor	Coral Gables	FL	33134
City of Coral Gables, Florida Planning and Zoning Division	Annual Reporting	405 Biltmore Way, 1st Floor	Coral Gables	FL	33134
City of Coral Springs, Florida	Annual Reporting	9500 W Sample Road	Coral Springs	FL	33065
City of Corona, California Finance Department	Annual Reporting	8839 N Cedar Ave #212	Fresno	CA	93720
City of Cranston, Rhode Island City Clerk	Annual Reporting	869 Park Avenue	Cranston	RI	2910
City of Creve Coeur, Missouri	Annual Reporting	300 N. New Ballas Raod	Creve Coeur	MO	63141
City of Dania Beach, Florida Finance Department	Annual Reporting	100 West Dania Beach Blvd	Dania Beach	FL	33004
City of Davenport, Iowa	Annual Reporting	226 West Fourth Street	Davenport	IA	52801
City of Daytona Beach, Florida Permit and Licensing Division	Annual Reporting	PO Box 311	Daytona Beach	FL	32115
City of Des Peres, Missouri Clerks Office	Annual Reporting	12325 Manchester Road	Des Peres	MO	63131
City of Dothan, Alabama Clerks Department License Division	Annual Reporting	126 N. Saint Andrews Street	Dothan	AL	36303
City of Douglasville, Georgia	Annual Reporting	PO Box 219	Douglasville	GA	30133
City of Dover, Delaware Department of Inspections	Annual Reporting	PO Box 475	Dover	DE	19903
City of Dublin, Ohio Tax Division	Income and Franchise	PO Box 9062	Dublin	OH	43017

City of Dunwoody, Georgia Finance & Administration Department	Annual Reporting	4800 Ashford Dunwoody Road	Dunwoody	GA	30338
City of El Paso Tax Assessor-Collector	Property	PO Box 2992	El Paso	TX	79999
City of El Segundo, California Finance Department	Annual Reporting	350 Main Street	El Segundo	CA	90245
City of Emeryville, California Finance Department	Annual Reporting	1333 Park Avenue	Emeryville	CA	94608
City of Encinitas, California City Clerk's Department	Annual Reporting	505 S. Vulcan Ave	Encinitas	CA	92024
City of Escondido, California Business License Division	Annual Reporting	201 N. Broadway	Escondido	CA	92025
City of Fairfield, California Community Development Department	Annual Reporting	1000 Webster Street	Fairfield	CA	94533
City of Fairlawn, Ohio	Income and Franchise	PO Box 5433	Fairlawn	OH	44334
City of Fairview Heights, Illinois	Annual Reporting	10025 Bunkum Road	Fairview Heights	IL	62208
City of Farragut via Tennessee Department of Revenue	Annual Reporting	150 Washington Ave	Memphis	TN	38103
City of Fayetteville, Georgia Occupational Tax Clerk	Annual Reporting	240 Glynn Street South	Fayetteville	GA	30214
City of Fernandina Beach, Florida	Annual Reporting	20 Ash Street	Fernandina Beach	FL	32034
City of Florence, Kentucky	Annual Reporting	PO Box 1327	Florence	KY	41022
City of Florence, South Carolina	Annual Reporting	324 West Evans Street	Florence	SC	29501
City of Florence, South Carolina Business License Office	Annual Reporting	324 West Evans Street	Florence	SC	29501
City of Florissant, Missouri	Annual Reporting	955 Rue St. Francois	Florissant	MO	63031
City of Flowood, Mississippi Clerk's Office	Annual Reporting	PO Box 320069; 2101 Airport Road	Flowood	MS	39232
City of Foley	Sales and Use	PO Drawer 1750	Foley	AL	36536
City of Folsom, California via MuniServices, LLC	Annual Reporting	373 East Shaw Avenue Box 367	Fresno	CA	93710
City of Fort Lauderdale, Florida Finance Department	Annual Reporting	100 N. Andrews Avenue, 1st Floor	Fort Lauderdale	FL	33301
City of Fort Smith, Arkansas Finance Department	Annual Reporting	PO Box 1908	Fort Smith	AR	72902

City of Franklin via Tennessee Department of Revenue	Annual Reporting	150 Washington Ave	Memphis	TN	38103
City of Fredericksburg Treasurer	Sales and Use	PO Box 644	Fredericksburg	VA	22404
City of Fredericksburg, Virginia Commissioner of the Revenue	Annual Reporting	PO Box 644 - City Hall	Fredericksburg	VA	22404
City of Fremont, California Revenue and Treasury Division	Annual Reporting	39550 Liberty Street	Fremont	CA	94538
City of Fresno, California Finance Department	Annual Reporting	PO Box 45017	Fresno	CA	93718
City of Fresno, California Tax Division	Annual Reporting	PO Box 45017	Fresno	CA	93718
City of Gadsden, Alabama Revenue Department	Annual Reporting	PO Box 267	Gadsden	AL	35902
City of Gainesville, Florida Billing and Collection Division	Annual Reporting	PO Box 490, Station 8	Gainesville	FL	32627
City of Garland	Property	PO Box 462010	Garland	TX	75046
City of Germantown via Tennessee Department of Revenue	Annual Reporting	150 Washington Ave	Memphis	TN	38103
City of Glenarden, Maryland	Annual Reporting	8600 Glenarden Parkway	Glenarden	MD	20706
City of Glendale, California Community Development Department	Annual Reporting	8839 N Cedar Ave #212	Fresno	CA	93720
City of Grand Junction	Sales and Use	250 N 5th Street	Grand Junction	CO	81501
City of Grandville, Michigan	Annual Reporting	3195 Wilson Ave., SW	Grandville	MI	49418
City of Greenville, South Carolina Business License Office	Annual Reporting	PO Box 2207	Greenville	SC	29602
City of Greenwood Village	Sales and Use	PO Box 910841	Denver	CO	80274
City of Gresham, Oregon Department of Finance Business License Section	Annual Reporting	1333 NW Eastman Parkway	Gresham	OR	97030
City of Grosse Pointe Woods, Michigan	Annual Reporting	20025 Mack Plaza Drive	Grosse Pointe Woods	MI	48236
City of Harper Woods, Michigan	Annual Reporting	19617 Harper Avenue	Harper Woods	MI	48225
City of Hattiesburg, Mississippi Administration Department	Annual Reporting	PO Box 1898	Hattiesburg	MS	39403
City of Henderson, Nevada Finance Department	Annual Reporting	PO Box 95050	Henderson	NV	89009
City of Hendersonville via Tennessee Department of Revenue	Annual Reporting	150 Washington Ave	Memphis	TN	38103
City of Hialeah, Florida Business Tax Division	Annual Reporting	501 Palm Avenue	Hialeah	FL	33010

City of High Point, North Carolina Revenue Collection Division	Annual Reporting	PO Box 10039	High Point	NC	27261
City of Highland Park, Illinois Office of Business Development	Annual Reporting	1707 St. Johns Avenue	Highland Park	IL	60035
City of Hillsboro, Oregon Department of Finance	Annual Reporting	150 E. Main Street	Hillsboro	OR	97123
City of Homewood, Alabama Business License Department	Annual Reporting	PO Box 59656	Homewood	AL	35259
City of Hoover, Alabama Revenue Department	Annual Reporting	PO Box 360628	Hoover	AL	35236
City of Huntington, West Virginia Finance Division	Annual Reporting	PO Box 1659	Huntington	WV	25717
City of Huntsville, Alabama Clerk-Treasurer Department	Annual Reporting	308 Fountain Circle	Huntsville	AL	35801
City of Independence, Missouri Finance Department, Licensing Division	Annual Reporting	111 E. Maple Street	Independence	MO	64050
City of Irvine, California Business License Office	Annual Reporting	1 Civic Center Plaza	Irvine	CA	92606
City of Issaquah via Washington Business Licensing Service	Annual Reporting	PO Box 9034	Olympia	WA	98507
City of Jackson Income Tax Division	Income and Franchise	161 W Michigan Ave.	Jackson	MI	49201
City of Jackson via Tennessee Department of Revenue	Annual Reporting	150 Washington Ave	Memphis	TN	38103
City of Jackson, Mississippi Department of Planning and Development, Signs & License Division	Annual Reporting	200 South President Street PO Box 22708	Jackson	MS	39225
City of Jacksonville Beach, Florida City Clerk's Office	Annual Reporting	11 3rd St N	Jacksonville	FL	32250
City of Johnson via Tennessee Department of Revenue	Annual Reporting	150 Washington Ave	Memphis	TN	38103
City of Jonesboro, Arkansas Finance Department	Annual Reporting	300 S Church Street	Jonesboro	AR	71401
City of Joplin, Missouri Finance Department	Annual Reporting	602 S Main St	Joplin	MO	64801
City of Kansas City, Missouri Finance Department	Annual Reporting	PO Box 801751	Kansas City	MO	64180
City of Kansas City, Missouri Revenue Division	Income and Franchise	PO Box 84322	Kansas City	MO	64184

City of Kennewick via Washington Business Licensing Service	Annual Reporting	PO Box 9034	Olympia	WA	98507
City of Kettering, Ohio Income Tax Dept.	Income and Franchise	PO Box 639409	Cincinnati	OH	45263
City of Knoxville via Tennessee Department of Revenue	Annual Reporting	150 Washington Ave	Memphis	TN	38103
City of La Mesa, California	Annual Reporting	8130 Allison Ave	La Mesa	CA	91942
City of Lake Charles, Louisiana Department of Finance	Annual Reporting	326 Pujo Street	Lake Charles	LA	70601
City of Lake Saint Louis, Missouri	Annual Reporting	200 Civic Center Dr	Lake Saint Louis	MO	63367
City of Lakeland, Florida Business Tax Office	Annual Reporting	228 S Massachusetts Ave	Lakeland	FL	33801
City of Lakewood Revenue Division	Sales and Use	PO Box 17479	Denver	CO	80217
City of Lakewood, California Business License Division	Annual Reporting	5050 Clark Avenue	Lakewood	CA	90712
City of Laredo	Property	PO Box 6548	Laredo	TX	78042
City of Larkspur, California via MuniREVS	Annual Reporting	372 E Shaw Ave, Box 367	Fresno	CA	93710
City of Las Cruces, New Mexico Community Development	Annual Reporting	700 N Main	Las Cruces	NM	88001
City of Las Vegas, Nevada Business Licensing Division	Annual Reporting	PO Box 748018	Los Angeles	CA	90074
City of Layton, Utah Municipal Offices Building and Licensing Division	Annual Reporting	437 M Wasatch Dr	Layton	UT	84041
City of Leawood, Kansas Community Development Department	Annual Reporting	4800 Town Center Drive	Leawood	KS	66211
City of Leeds	Sales and Use	1040 Park Drive	Leeds	AL	35094
City of Lee's Summit, Missouri Department of Development Center	Annual Reporting	220 SE Green Street	Lee's Summit	MO	64063
City of Lenexa, Kansas Community Development Department	Annual Reporting	17101 W. 87th St Pkwy	Lenexa	KS	66219
City of Little Rock, Arkansas Treasury Management Division	Annual Reporting	500 West Markham, Room 208	Little Rock	AR	72201
City of Lone Tree	Sales and Use	PO Box 17987	Denver	CO	80217
City of Lone Tree, Colorado Revenue and Licensing Clerk	Annual Reporting	9220 Kimmer Dr., Suite 100	Lone Tree	CO	80214

City of Los Angeles, California Office of Finance	Annual Reporting	PO Box 513996	Los Angeles	CA	90051
City of Loveland	Sales and Use	PO Box 0845	Loveland	CO	80539
City of Lynchburg, Virginia Commissioner of the Revenue	Annual Reporting	PO Box 858	Lynchburg	VA	24505
City of Lyndon, Kentucky	Annual Reporting	515 Wood road	Louisville	KY	40222
City of Lynnwood via Washington Business Licensing Service	Annual Reporting	PO Box 9034	Olympia	WA	98507
City of Madison Heights, Michigan	Annual Reporting	300 W 13 Mile Road	Madison Heights	MI	48071
City of Margate, Florida Business License Department	Annual Reporting	901 NW 66th Ave	Margate	FL	33063
City of Maumee, OH	Income and Franchise	400 Conant ST.	Maumee	OH	4537
City of McAllen Tax Office	Property	PO Box 220	McAllen	TX	78505
City of Medford, Oregon Finance Department	Annual Reporting	200 S. Ivy Street, 2nd Floor, B/L	Medford	OR	97501
City of Memphis via Tennessee Department of Revenue	Annual Reporting	150 Washington Ave	Memphis	TN	38103
City of Merced, California Finance Department	Annual Reporting	678 West 18th Street, Dept BL	Merced	VA	95340
City of Mesa	Sales and Use	PO Box 16350	Mesa	AZ	85211
City of Mesquite Tax Office	Property	PO Box 850267	Mesquite	TX	75185
City of Miami, Florida Finance Department	Annual Reporting	444 SW 2nd Ave, 6th Floor	Miami	FL	33130
City of Missoula, Montana Finance Department, Business Licensing Division	Annual Reporting	435 Ryman Street	Missoula	MT	58902
City of Mobile, Alabama Revenue Department	Annual Reporting	205 Government Street, South Tower	Mobile	AL	36602
City of Modesto, California Finance Department	Annual Reporting	1010 10th Street, Suite 2100	Modesto	CA	95354
City of Monroe	Sales and Use	PO Box 123	Monroe	LA	71210
City of Monroe, Louisiana City Hall Annex	Annual Reporting	PO Box 123	Monroe	LA	71210
City of Monroe, Ohio Income Tax Dept.	Income and Franchise	PO Box 629	Monroe	OH	45050
City of Montclair, California	Annual Reporting	PO Box 2308	Montclair	CA	91763

City of Monterey Park, California Finance Department	Annual Reporting	320 West Newmark Avenue	Monterey Park	CA	91754
City of Montgomery Alabama	Sales and Use	PO Box 830469	Birmingham	AL	35283
City of Montgomery Revenue	Sales and Use	PO Box 5070	Montgomery	AL	36103
City of Montgomery Revenue	Sales and Use	PO Box 5070	Montgomery	AL	36103
City of Montgomery, Alabama License and Revenue Division	Annual Reporting	PO Box 5070	Montgomery	AL	3610
City of Morgan Hill, California Finance Department	Annual Reporting	8839 N Cedar Ave #212	Fresno	CA	93720
City of Morrow, Georgia Business License Department	Annual Reporting	1500 Morrow Road	Morrow	GA	30260
City of Mt. Juliet via Tennessee Department of Revenue	Annual Reporting	150 Washington Ave	Memphis	TN	38103
City of Murfreesboro via Tennessee Department of Revenue	Annual Reporting	150 Washington Ave	Memphis	TN	38103
City of Murray, Utah Business Licensing	Annual Reporting	4646 South 500 West	Murray	UT	84123
City of Myrtle Beach, South Carolina Business License Division	Annual Reporting	921 N. Oak Street	Myrtle Beach	SC	29578
City of Nashville via Tennessee Department of Revenue	Annual Reporting	150 Washington Ave	Memphis	TN	38103
City of National City, California Finance Department	Annual Reporting	1243 National City Blvd	National City	CA	91950
City of New Bedford Treasurer-Collector's Office	Property	PO Box 844551	Boston	MA	02284
City of New Bedford Treasurer-Collector's Office	Property	PO Box 844551	Boston	MA	02284
City of New Carrollton, Maryland	Annual Reporting	6016 Princess Garden Parkway	New Carrollton	MD	29784
City of Newark, California Finance Department	Annual Reporting	37101 Newark Blvd	Newark	CA	94560
City of Newnan, Georgia Finance Department	Annual Reporting	PO Box 1193	Newnan	GA	30264
City of Newport News, Virginia Commissioner of the Revenue	Annual Reporting	2400 Washington Avenue	Newport News	VA	23607
City of Newport, Rhode Island City Clerk	Annual Reporting	43 Broadway	Newport	RI	2840
City of Norfolk, Virginia Commissioner of the Revenue	Annual Reporting	PO Box 2260	Norfolk	VA	23501

City of Norfolk, Virginia Commissioner of the Revenue	Annual Reporting	PO Box 2260	Norfolk	VA	23501
City of North Charleston, South Carolina Business License Office	Annual Reporting	4845 Bridge View Drive	North Charleston	SC	29405
City of North Little Rock, Arkansas Treasury Management Division	Annual Reporting	PO Box 5757	North Little Rock	AR	72119
City of Northglenn Finance Dept	Sales and Use	PO Box 5305	Denver	CO	80217
City of Norwood, OH Income Tax Dept.	Income and Franchise	4645 Montgomery Rd	Norwood	OH	45212
City of Novato, California via HDL Company	Annual Reporting	8839 N Cedar Ave #212	Fresno	CA	93720
City of Oakbrook Terrace, Illinois Finance Department	Annual Reporting	17W275 Butterfield Road	Oakbrook Terrace	IL	60181
City of Oakland, California Business Tax Office	Annual Reporting	250 Frank H. Ogawa Plaza, Suite 1320	Oakland	CA	94612
City of Ocala, Florida Growth Management Department	Annual Reporting	201 SE 3rd Street, 2nd Floor	Ocala	FL	34471
City of Oceanside, California	Annual Reporting	300 N. Coast Highway	Oceanside	CA	92054
City of Olympia via Washington State Department of Revenue	Annual Reporting	PO Box 9034	Olympia	WA	98507
City of Olympia, Washington Tax and License	Annual Reporting	PO Box 2009	Olympia	WA	98507
City of Ontario, Ohio	Income and Franchise	555 Stumbo Rd.	Ontario	OH	44906
City of Opelika, Alabama	Annual Reporting	204 S 7th Street	Opelika	AL	36803
City of Orange, California	Annual Reporting	300 E Chapman Ave	Orange	CA	92856
City of Orem, Utah Development Services	Annual Reporting	56 N State Street	Orem	UT	84057
City of Orlando, Florida Office of Permitting Services	Annual Reporting	PO Box 4990	Orlando	FL	21801
City of Ormond Beach, Florida Building Permits and Licenses Division	Annual Reporting	22 S. Beach Street, Room 104	Ormond Beach	FL	32174
City of Oviedo, Florida	Annual Reporting	400 Alexandria Blvd	Oviedo	FL	32765
City of Oxford, Mississippi	Annual Reporting	107 Courthouse SQ	Oxford	MS	38655
City of Oxnard, California Treasurers Office	Annual Reporting	214 South C Street	Oxnard	CA	93030

City of Paducash, Kentucky	Income and Franchise	PO Box 2697	Paducah	KY	42002
City of Palm Beach Gardens, Florida Business Services	Annual Reporting	10500 N. Military Trail	Palm Beach Gardens	FL	33410
City of Palm Desert, California Business License Department	Annual Reporting	73510 Fred Waring Drive	Palm Desert	CA	92260
City of Palmdale, California	Annual Reporting	38250 Sierra Hwy	Palmdale	CA	93550
City of Palo Alto, California Downtown Business and Professional Association via MuniServices, LLC	Annual Reporting	555 Bryant Street #821	Palo Alto	CA	94301
City of Panama Beach City, FL	Annual Reporting	116 S. Arnold Road	Panama City Beach	FL	32413
City of Pasadena, California Business Services Section	Annual Reporting	PO Box 7115	Pasadena	CA	91109
City of Peachtree City, Georgia Occupational Tax Department	Annual Reporting	310 Technology Pkwy	Peachtree Corners	GA	30092
City of Pembroke Pines, Florida Clerk's Office	Annual Reporting	601 City Center Way, LBTR - 4th Floor	Pembroke Pines	FL	33025
City of Pembroke Pines, Florida Clerk's Office	Annual Reporting	601 City Center Way, LBTR - 4th Floor	Pembroke Pines	FL	33025
City of Pensacola, Florida Business Tax Office	Annual Reporting	PO Box 12910	Pensacola	FL	32521
City of Peoria	Sales and Use	8401 W Monroe St	Peoria	AZ	85345
City of Peoria, Arizona Finance Department	Annual Reporting	8401 W. Monroe St	Peoria	AZ	85345
City of Perrysburg, Ohio	Income and Franchise	201 West Indiana Ave.	Perrysburg	OH	43551
City of Philadelphia Department of Revenue	Income and Franchise	PO Box 1660	Philadelphia	PA	19105
City of Phoenix	Sales and Use	305 West Washington Street, 1st Floor	Phoenix	AZ	85003
City of Plantation, Florida City Clerks Office	Annual Reporting	400 NW 73rd Avenue	Plantation	FL	33317
City of Plantation, Florida City Clerks Office	Annual Reporting	400 NW 73rd Avenue	Plantation	FL	33317
City of Pleasant Hill, California Business License Department	Annual Reporting	100 Gregory Lane	Pleasant Hill	CA	94523
City of Pleasanton, California Business License Office	Annual Reporting	PO Box 520	Pleasanton	CA	94566

City of Portland	Income and Franchise	111 SW Columbia St #600	Portland	OR	97201
City of Prairie Village, Kansas	Annual Reporting	7700 Mission Road	Prairie Village	KS	66208
City of Provo City, Utah Licensing Department	Annual Reporting	351 W Center Street	Provo	UT	84601
City of Puyallup via Washington Business Licensing Service	Annual Reporting	PO Box 9034	Olympia	WA	98507
City of Rancho Cucamonga, California	Annual Reporting	10500 Civic Center Drive	Rancho Cucamonga	CA	91729
City of Reading, Pennsylvania via Keystone Collections Group	Annual Reporting	546 Wendel Road	Irwin	PA	15642
City of Redding, California Office of the City Clerk	Annual Reporting	777 Cypress Avenue, 3rd Floor	Redding	CA	96049
City of Redmond, Washington	Annual Reporting	PO Box 97010	Redmond	WA	9807
City of Redwood City, California Finance Department	Annual Reporting	PO Box 3355	Redwood City	CA	94064
City of Reno, Nevada Business License Division	Annual Reporting	PO Box 1900	Reno	NV	89505
City of Richmond Heights, Missouri	Annual Reporting	1330 Big Bend Blvd	Richmond Heights	MO	63117
City of Riverbank, California Finance Department	Annual Reporting	6707 Third Street	Riverbank	CA	95367
City of Riverdale, Utah Business License Department	Annual Reporting	4600 South Weber River Drive	Riverdale	UT	84405
City of Riverside, California Finance Department	Annual Reporting	3900 Main Street	Riverside	CA	92522
City of Roanoke, Virginia Commissioner of the Revenue	Annual Reporting	PO Box 1451	Roanoke	VA	24007
City of Rock Hill, South Carolina Department of Finance Customer Services	Annual Reporting	155 Johnston Stree, Suite 300	Rock Hill	SC	29731
City of Rogers, Arkansas Office of the City Clerk	Annual Reporting	301 West Chestnut St	Rogers	AR	72756
City of Roseville, California Business Licensing	Annual Reporting	8839 N Cedar Ave #212	Fresno	CA	93720
City of Sacramento, California Department of Finance, Revenue Division	Annual Reporting	915 I Street, Room 1214	Sacramento	CA	95814
City of Salt Lake City, Utah Business License Office	Annual Reporting	PO Box 145458	Salt Lake City	UT	84114
City of San Diego, California Treasurers Office	Annual Reporting	PO Box 122289	San Diego	CA	92112

City of San Jose, California Finance Department	Annual Reporting	PO Box 39000	San Francisco	CA	94138
City of San Leandro, California Finance Department	Annual Reporting	8839 N Cedar Ave #212	Fresno	CA	93720
City of San Luis Obispo, California Finance Department	Annual Reporting	PO Box 8112	San Luis Obispo	CA	93403
City of San Mateo, California Business Tax Division	Annual Reporting	330 West 20th Avenue	San Mateo	CA	94403
City of San Ramon, California Business License Department	Annual Reporting	7000 Bollinger Canyon Road	San Ramon	CA	94583
City of Sandy, Utah Business License Office	Annual Reporting	10000 Centennial Parkway, Suite 210	Sandy	UT	84070
City of Santa Ana, California Business Tax Office	Annual Reporting	20 Civic Center Plaza; PO Box 1964	Santa Ana	CA	92702
City of Santa Barbara, California Business License Office	Annual Reporting	PO Box 1990	Santa Barbara	CA	9310
City of Santa Clara, California Municipal Services Division - Business License Unit	Annual Reporting	1500 Warburton Avenue	Santa Clara	CA	95050
City of Santa Fe Springs, California Business Department	Annual Reporting	11710 E. Telegraph Rd	Santa Fe Springs	CA	90670
City of Santa Fe, New Mexico Business Licensing	Annual Reporting	200 Lincoln Avenue	Santa Fe	NM	87504
City of Santa Monica, California Business and Revenue Operations Division	Annual Reporting	1717 4th Street Suite 150	Santa Monica	CA	90401
City of Santa Rosa, California via HDL	Annual Reporting	PO Box 1673	Santa Rosa	CA	95402
City of Sarasota, Florida Neighborhood and Development Services	Annual Reporting	1565 1st Street	Sarasota	FL	34236
City of Savannah, Georgia Revenue Department	Annual Reporting	305 Fahm Street; PO Box 1228	Savannah	GA	31402
City of Savannah, Georgia Revenue Department	Annual Reporting	305 Fahm Street; PO Box 1228	Savannah	GA	3140
City of Scottsdale	Sales and Use	7447 East Indian School Rd, Suite 110	Scottsdale	AZ	85251
City of Scottsdale, Arizona Tax and License Registration Office	Annual Reporting	PO Box 1600	Scottsdale	AZ	85252
City of Seal Beach, California Finance Department	Annual Reporting	211 8th Street	Seal Beach	CA	90740

City of Seattle, Washington Department of Finance and Administrative Services	Annual Reporting	PO Box 94689	Seattle	WA	98104
City of Shreveport, Louisiana Department of Finance	Annual Reporting	PO Box 30168	Shreveport	LA	71130
City of Slidell, Louisiana Finance Department	Annual Reporting	PO Box 828	Slidell	LA	70459
City of South Charleston, West Virginia Finance and Administration Department	Annual Reporting	PO Box 8597	South Charleston	WV	25303
City of South Jordan, Utah Business Licensing	Annual Reporting	1600 W. Towne Center Drive	South Jordan	UT	84095
City of Southaven, Mississippi Clerk Office	Annual Reporting	8710 Northwest Dr	Southaven	MS	38671
City of Spanish Fort, Alabama	Annual Reporting	7631 Spanish Fort Blvd	Spanish Fort	AL	36527
City of Spanish Fort, Alabama	Annual Reporting	7631 Spanish Fort Blvd	Spanish Fort	AL	36527
City of Spartanburg, South Carolina	Annual Reporting	PO drawer 1749	Spartanburg	SC	29304
City of Spartanburg, South Carolina Finance Division	Annual Reporting	PO drawer 1749	Spartanburg	SC	29304
City of Spokane via Washington Business Licensing Service	Annual Reporting	PO Box 9034	Olympia	WA	98507
City of Springdale, Ohio	Income and Franchise	11700 Springfield Pike	Springdale	OH	45246
City of Springfield, Missouri	Annual Reporting	840 N Boonville Ave	Springfield	MO	65802
City of St. George, Utah Economic and Housing Development Department	Annual Reporting	175 East 200 N	St George	UT	84770
City of St. Peters, Missouri	Annual Reporting	One St. Peters Centre Blvd	St. Peters	MO	63376
City of St. Petersburg, Florida Business Tax Division Billing & Collections	Annual Reporting	PO Box 33037	St. Petersburg	FL	33733
City of Stockton, California Business License Division	Annual Reporting	425 N El Dorado St.	Stockton	CA	95202
City of Stonecrest, Georgia Business License Department	Annual Reporting	3120 Stonecrest Blvd, STE 190, 1st Floor	Stonecrest	GA	30038
City of Sunrise, Florida Business Tax Division	Annual Reporting	1607 NW 136 Ave Bldg B	Sunrise	FL	33323
City of Sunset Hills, Missouri	Annual Reporting	3939 S. Lindbergh	Sunset Hills	MO	63127
City of Sweetwater, Florida Licensing Administrative Clerk	Annual Reporting	1701 NW 112 Ave #102	Sweetwater	FL	33172
City of Tacoma, Washington Tax and License Division	Annual Reporting	PO Box 11640	Tacoma	WA	98411

City of Tampa, Florida Business Tax Division	Annual Reporting	306 East Jackson Street	Tampa	FL	33602
City of Taylor, Michigan	Annual Reporting	23555 Goddard RD	Taylor	MI	48180
City of Temecula, California Finance Department	Annual Reporting	41000 Main Street	Temecula	CA	92590
City of Temple	Sales and Use	20 E. 6th Street, 3rd Floor	Temple	AZ	85281
City of Thousand Oaks, California Finance Department	Annual Reporting	2100 Thousand Oaks Blvd.	Thousand Oaks	CA	91362
City of Tigard, Oregon	Annual Reporting	13125 SW Hall Blvd	Tigard	OR	97223
City of Toledo, OH	Income and Franchise	1 Government CTR, Ste 2070	Toldeo	OH	43604
City of Torrance, California Finance Department	Annual Reporting	3031 Torrance Blvd.	Torrance	CA	90503
City of Trussville, Alabama Revenue Department	Sales and Use, Annual Reporting	PO Box 159	Trussville	AL	35173
City of Tucson	Sales and Use	PO Box 27320	Tuscon	AZ	85726
City of Tucson, Arizona Finance Department	Annual Reporting	PO Box 27210	Tuscon	AZ	85726
City of Tukwila via Washington Business Licensing Service	Annual Reporting	PO Box 9034	Olympia	WA	98507
City of Tukwila via Washington Business Licensing Service	Annual Reporting	PO Box 9034	Olympia	WA	98507
City of Tukwila, Washington Finance Department	Annual Reporting	6200 Southcenter Blvd	Tukwila	WA	98188
City of Tupelo, Mississippi Development Services	Annual Reporting	PO Box 1485	Tupelo	MS	38802
City of Tuscaloosa, Alabama Revenue Department	Annual Reporting	2501 7th Street, STE 100	Tuscaloosa	AL	35401
City of Tuscaloosa, Revenue Dept	Sales and Use	PO Box 2089	Tuscaloosa	AL	35403
City of Tustin, California Finance Department	Annual Reporting	300 Centennial Way	Tustin	CA	92780
City of Union Gap, Washington Finance Department	Annual Reporting	PO Box 3008	Union Gap	WA	98903
City of Utica, Michigan Clerk's Office	Annual Reporting	7550 Auburn Rd	Utica	MI	48317
City of Valdosta, Georgia	Annual Reporting	216 E Central Ave	Valdosta	GA	31601

City of Vero Beach, Florida Planning Department	Annual Reporting	1053 20th Place	Vero Beach	FL	32960
City of Vienna, West Virginia Office of the Treasurer	Annual Reporting	PO Box 5097	Vienna	WV	26105
City of Virginia Beach	Sales and Use	2401 Courthouse Drive	Virginia Beach	VA	23456
City of Virginia Beach, Virginia Commissioner of Revenue	Annual Reporting	2401 Courthouse Drive	Virginia Beach	VA	23456
City of Visalia, California Business Tax Division	Annual Reporting	PO Box 4002	Visalia	CA	93278
City of Walnut Creek, California Business License Division	Annual Reporting	1666 North Main Street	Walnut Creek	CA	94596
City of Warwick, Rhode Island Police Dept. - Licensing Unit	Annual Reporting	99 Veterans Memorial Dr	Warwick	RI	2886
City of West Covina, California Finance Department	Annual Reporting	8839 N Cedar Ave #212	Fresno	CA	93720
City of West Melbourne, Florida Finance Department	Annual Reporting	2240 Minton Road, First Floor	West Melbourne	FL	32904
City of Westminster	Sales and Use	PO Box 17107	Denver	CO	80217
City of Westminster, Colorado Department of Community Development	Annual Reporting	4800 W 92nd Ave	Westminster	CO	80031
City of Wilkes-Barre via Berkheimer Tax Administrator	Annual Reporting	PO Box 21810	Lehigh Valley	PA	18002
City of Winchester, Virginia Commissioner of the Revenue	Annual Reporting	PO Box 552	Winchester	VA	22604
City of Winter Garden, Florida Community Development Department	Annual Reporting	300 W Plant Street, Winter Garden City Hall	Winter Garden	FL	34787
City of Winter Park, Florida Building and Permitting Services Department	Annual Reporting	401 South Park Ave	Winter Park	FL	32789
City of Woodstock, Georgia Development Services Department	Annual Reporting	12453 GA-92	Woodstock	GA	30188
Clackamas County Tax Collector	Property	PO Box 6100	Portland	OR	97228
Claiborne Parish School District	Sales and Use	PO Box 600	Homer	LA	71040
Clark County Tax Collector	Property	500 S Grand Central Pkwy PO Box 551220	Las Vegas	NV	89155

Clark County, Nevada Business License Department	Annual Reporting	500 S. Grand Central Pkwy #3	Las Vegas	NV	89155
Clarke County Tax Commissioner	Property	PO Box 1768	Athens	GA	30603
Clarke County Tax Commissioner	Property	PO Box 1768	Athens	GA	30603
Clarksville City Tax Collector	Property	PO Box 928	Clarksville	TN	37041
Clay County Tax Assessor-Collector	Property	PO Box 218	Green Cove Springs	FL	32043
Clayton County Tax Commissioner	Property	121 S McDonough St Annex 3 2nd Floor	Jonesboro	GA	30236
Clear Creek ISD Tax Office	Property	PO Box 650395	Dallas	TX	75265
Clear Creek Treasurer Office	Sales and Use	308 Fountain Circle, 3rd Floor	Huntsville	AL	35801
Cleveland County Tax Collector	Property	201 S Jones Ave Ste 100	Norman	OK	73069
Cobb County Tax Commissioner	Property	PO Box 100127	Marietta	GA	30061
Cobb County, Georgia Community Development Department	Annual Reporting	PO Box 649	Marietta	GA	30061
Collier County Tax Collector	Property	3291 E. Tamiami Trail	Naples	FL	34112
Collier County, Florida Tax Collector's Office	Annual Reporting	2800 N Horseshoe Dr	Naples	FL	34104
Collierville City Tax Collector	Property	500 Poplar View Pkwy	Collierville	TN	38017
Collin County Tax Assessor-Collector	Property	PO Box 8046	McKinney	TX	75070
Colorado Department of Revenue	Sales and Use, Income and Franchise		Denver	CO	80261
Columbus Consolidated Government, Georgia Finance Department	Annual Reporting	PO Box 1397	Columbus	GA	31902
Columbus Consolidated Government, Georgia Finance Department	Annual Reporting	PO Box 1397	Columbus	GA	31902
Columbus Income Tax Division	Income and Franchise	PO Box 182437	Columbus	OH	43218
Comal County Tax Assessor-Collector	Property	PO Box 659480	San Antonio	TX	7826
Comite de gestion de la taxe scolaire	Property	500 Boul Cremazie E	Montreal	Quebec	H2P 1E7
Commissioner of Revenue - City of South Charleston, VA	Annual Reporting	PO Box 8597	South Charleston	WV	25303

Comptroller of Maryland Revenue Administration Division	Sales and Use, Income and Franchise	110 Carroll St Annapolis	Annapolis	MD	21411
Comptroller of Public Accounts	Sales and Use, Audit	PO Box 149354	Austin	TX	78714
Concordia Parish School Board	Sales and Use	PO BOX 160	Vidalia	LA	71373
Contra Costa County Tax Collector	Property	PO Box 7002	San Francisco	CA	94120
Contra Costa County, California Treasurer - Tax Collector Department	Annual Reporting	625 Court Street, STE 100	Martinez	CA	94553
Corporation Income Tax	Income and Franchise	PO Box 700	Jefferson City	MO	65105
Corporation Tax Return Processing Iowa Dept. of Revenue	Income and Franchise	PO Box 10468	Des Moines	IA	50306
County of Albemarle	Sales and Use	401 McIntire Road	Charlottesville	VA	2290
County of Fairfax	Sales and Use	12000 Government Government Center Pkw Suite 261	Fairfax	VA	22035-
County of Henrico	Sales and Use	PO Box 90791, Lockbox #4733	Henrico	VA	23228
County of Loudoun	Sales and Use	PO Box 7000	Leesburg	VA	20177
Coweta County Tax Commissioner	Property	PO Box 195	Newnan	GA	30264
Craighead County Tax Collector	Property	511 Union St Ste 107	Jonesboro	AR	72401
Cranberry Township, Pennsylvania via Berkheimer Tax Administrator	Annual Reporting	PO Box 21810	Lehigh Valley	PA	18002
Cranston City Tax Collector	Property	PO Box 1177	Providence	RI	02901
Craven County Tax Collector	Property	226 Pollock St	New Bern	NC	28560
Cumberland County Tax Collector	Property	PO Box 538313	Atlanta	GA	30353
Cypress-Fairbanks ISD Tax Office	Property	10494 Jones Rd Room 106	Houston	TX	77065
Dallas County Tax Assessor-Collector	Property	PO Box 139066	Dallas	TX	75313
Dallas County Utility and Reclamation District	Property	PO Box 140035	Irving	TX	75014
Danbury City Tax Collector	Property	PO Box 237	Danbury	CT	06813

Dartmouth Municipal Tax Collector	Property	PO Box 981003	Boston	MA	02298
Davidson County Trustee	Property	PO Box 1296358	Nashville	TN	37219
Davidson County via Tennessee Department of Revenue	Annual Reporting	150 Washington Ave	Memphis	TN	38103
Davis County Assessor	Property	PO Box 618	Farmington	UT	84025
DC Office of Tax and Revenue	Sales and Use	1101 4th Street, SW, Suite 270 West	Washington	DC	20024
Dearborn City Treasurer (Wayne)	Property	Dept 3101; PO Box 30516	Lansing	MI	48909
Dedham Municipal Tax Collector	Property	26 Bryant St	Dedham	MA	02026
DeKalb County Tax Commissioner	Property	PO Box 100004	Decatur	GA	30031
Dekalb County, Georgia Department of Planning and Sustainability	Annual Reporting	330 W Ponce de Leon Ave #2nd	Decatur	Georgia	30030
		100 W Main St			
Delaware County Treasurer	Property	Rm 102	Muncie	IN	47305
Delaware Department of Revenue	Annual Reporting	PO Box 8750	Wilmington	De	19899
Delaware Division of Revenue	Income and Franchise	PO Box 2044	Wilmington	DE	19801
Delaware Division of Revenue	Sales and Use	PO Box 2340	Wilmington	DE	19899
Delaware Division of Revenue	Annual Reporting	PO Box 8750	Wilmington	De	19899
Delta Township Treasurer (Eaton)	Property	PO Box 90223	Denton	TX	76202
Denton County Tax Assessor-Collector	Property	PO Box 90223	Denton	TX	76202
Denver County Tax Collector	Property	PO Box 17420	Denver	CO	80217
Department of Finance And Administration	Sales and Use	PO Box 3861	Little Rock	AR	72203
Department of Finance and Administration Corp. Income Tax Section	Income and Franchise	PO Box 919	Little Rock	AR	72203
Department of Finance, Treasury Division	Sales and Use	PO Box 660860	Dallas	TX	75266
Department of Revenue	Income and Franchise	PO Box 23191	Jackson	MS	39225
Department of Revenue	Sales and Use	500 Deaderick Street	Nashville	TN	37242
Department of Revenue Services	Sales and Use	PO Box 5030	Hartford	CT	06102
Department of Revenue Services State of Connecticut	Income and Franchise	PO Box 297	Hartford	CT	06104

Department of Taxation	Income and Franchise	PO Box 1500	Richmond	VA	23218
Deschutes County Tax Collector	Property	1300 NW Wall St Suite 203	Bend	OR	97701
DeSoto County Tax Collector	Property	365 Loshier St.,#110	Hernando	MS	38632
Desoto Parish Sales and Use Tax Commission	Sales and Use	PO Box 927; 211 Crosby street	Mansfield	LA	71052
Dickson City Borough, Pennsylvania via Berkheimer	Annual Reporting	PO Box 21810	Lehigh Valley	PA	18002
District of Columbia Department of Consumer and Regulatory Affairs	Annual Reporting	1100 4th St SW	Washington	DC	20024
District of Columbia Treasurer	Property	PO Box 98095	Washington	DC	20090
Division of Revenue Lex-Fay Urban Co Govt	Income and Franchise	PO Box 14058	Lexington	KY	40512
Division of Taxation	Income and Franchise	PO Box 281	Trenton	NJ	08695
Dona Ana County Tax Collector	Property	PO Box 1179	Las Cruces	NM	88004
DOR Headquarters	Income and Franchise	1800 Century Boulevard NE	Atlanta	GA	30345
Dougherty County Tax Commissioner	Property	PO Box 1827	Albany	GA	31702
Douglas County Tax Collector	Property	P O Box 2855	Omaha	NE	38103
Douglas County Tax Collector	Property	PO Box 1208	Castle Rock	CO	80104
Douglas County Tax Commissioner	Property	6200 Fairburn Rd	Douglasville	GA	30134
Durham County Tax Collector	Property	PO Box 30090	Durham	NC	27702
Duval County Tax Assessor-Collector	Property	PO Box 44009	Jacksonville	FL	32231
Duval County, Florida Tax Collectors Office	Annual Reporting	231 E. Forsyth Street, Suite 130	Jacksonville	FL	32202
E Baton Rouge Parish Tax Collector	Property	PO Box 919319	Dallas	TX	75391
East Carroll Parish	Sales and Use	PO Box 130	Vidalia	LA	71373
Easton Town Tax Collector (Talbot)	Property	PO Box 520	Easton	MD	21601
Eau Claire City Collector (Eau Claire)	Property	721 Oxford Ave Ste 1250	Eau Claire	WI	54703
El Paso County Tax Collector	Property	PO Box 2018	Colorado Springs	CO	80901
Enfield Town Tax Collector	Property	820 Enfield St	Enfield	CT	06082

Escambia County, Florida Tax Collectors Office	Annual Reporting, Property	PO Box 1312	Pensacola	FL	32591
Etowah County Tax Collector	Property	800 Forrest Avenue, Room 005	Gadsden	AL	35901
Etowah County, Alabama Probate Office	Annual Reporting	800 Forrest Ave \$122	Gadsden	AL	35901
Fairfax County Tax Collector	Property	PO Box 10201	Fairfax	VA	22035
Fairfax County, Virginia Department of Tax Administration	Annual Reporting	12000 Government Center Parkway	Fairfax	VA	22035
Fairfield Town Tax Collector	Property	PO Box 638	Fairfield	CT	06824
Fauquier County Tax Collector	Property	PO Box 677	Warrenton	VA	20188
Fayette County Tax Collector	Property	PO Box 34148	Lexington	KY	4058
Fayette County Tax Commissioner	Property	PO Box 70	Fayetteville	GA	30214
First and Main Business Imp Dist No. 2	Sales and Use	8930 E. Crescent Parkway , Suite 500	Greenwood Village	CO	80111
Flint Township Treasurer (Genesee)	Property	1490 S Dye RD	Flint	MI	48532
Florence City Tax Collector	Property	Dept 105 PO Box 1327	Florence	KY	41022
Florence County Treasurer	Property	PO Box 100501	Florence	SC	29502
Florida Department of Revenue	Sales and Use	5050 W Tennessee Street	Tallahassee	FL	32399
Forsyth County Tax Collector	Property	PO Box 82	Winston-Salem	NC	27102
Forsyth County Tax Commissioner	Property	1092 Tribble Gap Rd	Cumming	GA	30040
Forsyth County, Georgia Planning and Community Development	Annual Reporting	110 E Main Street #100	Cumming	GA	30040
Fort Bend County Levee District #2 (Fort Bend)	Property	11111 Katy Freeway Suite 725	Houston	TX	77079
Fort Bend County Tax Assessor-Collector	Property	PO Box 1028	Sugar Land	TX	77487
Fort Gratiot Township, Michigan	Annual Reporting	3720 Keewahdin Rd	Fort Gratiot	MI	48059
Framingham Municipal Tax Collector	Property	PO Box 724	Reading	MA	01867
Framingham Municipal Tax Collector	Property	PO Box 724	Reading	MA	01867
Franchise Tax Board	Income and Franchise	PO Box 942857	Sacramento	CA	94257
Franklin Municipal Tax Collector	Property	PO Box 986	Medford	MA	02155
Franklin Parish Sales Tax	Sales and Use	PO Box 337	Winnsboro	LA	71295

Frederick County Tax Collector	Property	30 N Market ST	Frederick	MD	21701
Frederick County, Maryland Clerk of the Circuit Court	Annual Reporting	101 North Court Street	Fredrick	MD	21701
Fredericksburg City Tax Collector	Property	PO Box 967	Fredericksburg	VA	22404
Fresno County Tax Collector	Property	PO Box 1192	Fresno	CA	93715
Fry Road MUD (Harris)	Property	11111 Katy Freeway #725	Houston	TX	77079
Fulton County Tax Commissioner	Property	PO Bx 105052	Atlanta	GA	30348
Garfield Township Treasurer (Grand Traverse)	Property	3848 Veterans Dr.	Traverse City	MI	49684
Garland ISD Tax Office	Property	PO Box 461407	Garland	TX	75046
Gaston County Tax Collector	Property	PO Box 1578	Gastonia	NC	28053
Georgia Department of Revenue	Sales and Use, Audit	PO Box 105408	Atlanta	GA	30348
Germantown City Tax Collector	Property	PO Box 5171	Memphis	TN	38101
Glastonbury Town Tax Collector	Property	PO Box 376	Glastonbury	CT	06033
Glendale City Collector (Milwaukee)	Property	5909 N Milwaukee River Pkwy	Glendale	WI	53209
Glynn County Tax Commissioner	Property	1725 Reynolds St Suite 100	Brunswick	GA	31520
Glynn County, Georgia Board of Commissioners, Occupation Tax Division	Annual Reporting	1725 Reynolds St. STE 200	Brunswick	GA	31520
Grand Chute Town Collector (Outagamie)	Property	1900 W Grand Chute Blvd	Grand Chute	WI	54913
Grand Rapids City Treasurer (Kent)	Property	300 Monroe Ave NW Rm 220	Grand Rapids	MI	49503
Grand Rapids Income Tax Department	Income and Franchise	PO Box 109	Grand Rapids	MI	49501
Grandville City Treasurer (Kent)	Property	300 Monroe Ave NW	Grand Rapids	MI	49503
Grant Parish Sales Tax Office	Sales and Use	PO Box 187	Colfax	LA	71417
Grapevine-Colleyville Area Tax Office	Property	PO Box 547	Grapevine	TX	76099
Green Bay City Collector (Brown)	Property	100 N Jefferson St., Room 106	Green Bay	WI	54301
Green Oak Township Treasurer (Livingston)	Property	10001 Silver Lake Rd	Brighton	MI	48116
Greene County Tax Collector	Property	940 N Boonville Ave	Springfield	MO	65802
Greene County, Missouri	Annual Reporting	840 Boonville Ave, 1st Floor	Springfield	MO	65802

Greenfield City Collector (Milwaukee)	Property	7325 W Forest Home Ave Rm 103	Greenfield	WI	53220
Greenville County Treasurer	Property	Department 390 PO Box 100221	Columbia	SC	29202
Greenwich Town Tax Collector	Property	PO Box 5038	New Britain	CT	06050
Grosse Pointe Woods City Treasurer (Wayne)	Property	205 Mack Plaza	Grosse Pointe Woods	MI	48236
Guilford County Tax Collector	Property	PO Box 71072	Charlotte	NC	28272
Gwinnett County Tax Commissioner	Property	PO Box 372	Lawrenceville	GA	30046
Gwinnett County, Georgia Licensing and Revenue Office	Annual Reporting	446 West Crogan Street	Lawrenceville	GA	30046
Hadley Municipal Tax Collector	Property	100 Middle St	Hadley	MA	01035
Hall County Tax Collector	Property	121 S Pine St Ste 2	Grand Island	NE	68801
Hamden Town Tax Collector	Property	2750 Dixwell Ave	Hamden	CT	06518
Hamilton County Treasurer	Property	33 N 9th St	Noblesville	IN	46060
Hamilton County Trustee	Property	PO Box 11047	Chattanooga	TN	37401
Hamilton County via Tennessee Department of Revenue	Annual Reporting	150 Washington Ave	Memphis	TN	38103
Hampstead Town Tax Collector (Carroll)	Property	1034 S Carroll St	Hampstead	MD	21074
Hanover Municipal Tax Collector	Property	PO Box 755	Reading	MA	01867
Harford County Tax Collector	Property	PO Box 609	Bel Air	MD	21014
Harford County, Maryland Clerk of the Circuit Court	Annual Reporting	20 W Courtland St	Bel Air	MD	21014
Harris County Improvement District #5 (Harris)	Property	17111 Rolling Creek Dr #200 PO Box 73109	Houston	TX	77273
Harris County MUD #257 (Harris)	Property	#5 Oaktree PO Box 1368	Friendswood	TX	77549
Harris County Tax Assessor-Collector	Property	PO Box 4622	Houston	TX	77210
Harris County WCID #116 (Harris)	Property	17111 Rolling Creek Dr #200 PO Box 73109	Houston	TX	77273
Harrison County Tax Collector	Property	PO Box 1270	Gulfport	MS	39502
Hawaii Department of Taxation	Income and Franchise	PO Box 3559	Honolulu	HI	96811
HCID 5 /Brays Oaks Mgmt Dist	Property	17111 Rolling Creek Dr #200 PO Box 73109	Houston	TX	77273
Hendersonville City Tax Collector	Property	101 Maple Dr North	Hendersonville	TN	37075
Hendricks County Treasurer	Property	PO Box 2027	Indianapolis	IN	46206

Henrico County Tax Collector	Property	PO Box 3370	Henrico	VA	23228
Henrico County, Virginia Department of Finance	Annual Reporting	PO Box 90775	Henrico	VA	23273
Henry County Tax Commissioner	Property	140 Henry Pkwy	McDonough	GA	30253
Henry County, Georgia Occupational Tax Division	Annual Reporting	140 Henry Pkwy	McDonough	GA	30253
Hidalgo County Tax Assessor-Collector	Property	PO Box 3337	Edinburg	TX	78540
Hillsborough County, Florida Tax Collector	Property, Annual Reporting	PO Box 30012	Tampa	FL	33630
Hinds County Tax Collector	Property	PO Box 1727	Jackson	MS	39215
Hingham Municipal Tax Collector	Property	PO Box 4191	Woburn	MA	01888
HM Revenue and Customs	Foreign Income	BX9 1AS		United Kingdom	
Holyoke Municipal Tax Collector	Property	City Hall PO Box 4135	Woburn	MA	01888
Horry County Treasurer	Property	PO Box 260107	Conway	SC	29528
Houston County Tax Collector	Property	PO Box 6406	Dothan	AL	36302
Howard County Tax Collector	Property	PO Box 3370	Ellicott City	MD	21041
		Lockbox A49			
Howard County Treasurer	Property	PO Box 2589	Fort Wayne	IN	46801
Howard County, Maryland Clerk of the Circuit Court	Annual Reporting	8360 Court Ave	Ellicott City	MD	21043
Humble ISD Tax Office	Property	PO Box 4020	Houston	TX	77210
Iberia Parish School Board	Sales and Use	PO Box 9770	New Iberia	LA	70562
Iberville Parish	Sales and Use	PO Box 355	Plaquemine	LA	70765
Idaho State Tax Commission	Income and Franchise	PO Box 56	Boise	ID	83756
Illinois Department of Revenue	Income and Franchise	PO Box 19008	Springfield	IL	62794
Illinois Department of Revenue Retailers Occupaion Tax	Sales and Use		Springfield	IL	62796
Indian River County Tax Collector	Property	PO Box 1509	Vero Beach	FL	32961
Indiana Department of Revenue	Sales and Use	PO Box 7218	Indianapolis	IN	46207
Internal Revenue Service Centralizd Insolvency Operation	Income and Franchise	PO Box 7346	Philadelphia	PA	19101
Iowa Department of Revenue	Sales and Use	PO Box 10412	Des Moines	IA	50306
Irving ISD Tax Office	Property	PO Box 152021	Irving	TX	75015

Jackson City Tax Collector	Property	101 E Main St, Suite 101	Jackson	TN	38301
Jackson County Tax Assessor-Collector	Property	P O Box 219747	Kansas City	MO	64121
Jasper County Tax Collector	Property	PO Box 421	Carthage	MO	64836
Jasper County, Missouri Collector's Office	Annual Reporting	302 S. Main Room 107	Carthage	MO	64836
JEDDS	Income and Franchise	PO Box 85038	Akron	OH	44308
Jefferson County Assistant Tax Collector	Property	PO Box 1190	Bessemer	AL	35021
Jefferson County Tax Assessor-Collector	Property	PO Box 2112	Beaumont	TX	77704
Jefferson County Tax Collector	Property	PO Box 34570	Louisville	KY	40232
Jefferson County Tax Collector	Property	716 Richard Arrington Jr Blvd N Rm 160	Birmingham	AL	35023
Jefferson County Tax Collector	Property	100 Jefferson Cty Pkwy Suite 2520	Golden	CO	80419
Jefferson County Treasurer	Sales and Use	Jefferson County Courthouse, Room 300	Birmingham	AL	35203
Jefferson County, Alabama Department of Revenue	Annual Reporting	716 Richard Arrington Jr. Blvd. N	Birmingham	AL	35203
Jefferson Davis School Board	Sales and Use	PO Box 1161	Jennings	LA	70546
Jefferson Parish Sheriff's Office Sales Tax Division	Sales and Use	PO Box 248	Gretna	LA	70054
Jefferson Parish Tax Collector	Property	PO Box 130	Gretna	LA	70054
Jefferson Parish, Louisiana Sheriffs Office Bureau of Revenue and Taxation	Annual Reporting	1233 Westbank Expressway	Harvey	LA	70058
Johnson City Tax Collector	Property	PO Box 2227	Johnson City	TN	37605
Johnson County Treasurer	Property	PO Box 6095	Indianapolis	IN	46206
Kanawha County Tax Collector	Property	409 Virginia St. East Room 120	Charleston	WV	25301
Kanawha County Tax Collector	Property	409 Virginia St. East Room 120	Charleston	WV	25301
Kansas Corporate Tax Kansas Department of Revenue	Income and Franchise	PO Box 758571	Topeka	KS	66675
Kansas Department of Revenue	Sales and Use	PO Box 3506	Topeka	KS	66625
Kenton County Fiscal Court	Income and Franchise	PO Box 792	Cincinnati	OH	41012

Kenton County Tax Collector	Property	PO Box 188070	Erlanger	KY	41018
Kentucky Department of Revenue	Income and Franchise	PO Box 856905	Louisville	KY	40285
Kentucky State Treasurer	Sales and Use		Frankfort	KY	40620
Kentucky State Treasurer	Sales and Use		Frankfort	KY	40620
Kern County Tax Collector	Property	PO Box 541004	Los Angeles	CA	90054
King County Tax Collector	Property	500 Fourth Ave RM 600	Seattle	WA	98104
Kitsap County Tax Collector	Property	PO Box 169	Port Orchard	WA	98366
Knox County Trustee	Property	PO Box 70	Knoxville	TN	37901
Knox County via Tennessee Department of Revenue	Annual Reporting	150 Washington Ave	Memphis	TN	38103
Knoxville, City of	Property	PO Box 1028	Knoxville	TN	37901
Lafayette City Tax Collector	Property	PO Box 4024	Lafayette	LA	70502
Lafayette County Tax Collector	Property	300 N Lamar Blvd Ste 103	Oxford	MS	38655
Lafayette Parish School Board	Sales and Use	PO Box 3883	Lafayette	LA	70502
Lafayette Parish Tax Collector	Property	PO Box 52667	Lafayette	LA	70505
Lafayette, Louisiana Consolidated Government Permitting Division	Annual Reporting	220 West Willow Street, Building B	Lafayette	LA	70501
Lafourche Parish School Board	Sales and Use	PO Box 997	Thibodaux	LA	70302
Lake County Treasurer	Property	2293 N Main St Bldg A	Crown Point	IN	46307
Lamar County Tax Collector	Property	PO Box 309	Purvis	MS	39475
Lancaster County Tax Collector	Property	555 S. 10th St., Rm. 102	Lincoln	NE	68508
Lane County Tax Collector	Property	PO Box 3014	Portland	OR	97208
Lansing City Treasurer (Eaton)	Property	PO Box 40752	Lansing	MI	48901
Lansing City Treasurer (Ingham)	Property	PO Box 40752	Lansing	MI	48901
Laramie County Tax Collector	Property	PO Box 125	Cheyenne	WY	82003
Lasalle Parish	Sales and Use	PO Box 190	Vidalia	LA	71373
Lee County Tax Collector	Property	PO Box 1609	Fort Myers	FL	3390
Lee County Tax Collector	Property	PO Box 2413	Opelika	AL	36803
Lee County Tax Collector	Property	PO Box 271	Tupelo	MS	38802
Lee County, Florida Tax Collectors Office	Annual Reporting	2480 Thompson Street	Fort Meyers	FL	33901
Leesburg Town Tax Collector	Property	PO Box 9100	Leesburg	VA	20177

Leominster Municipal Tax Collector	Property	PO Box 457	Worcester	MA	01613
Leon County Tax Collector	Property	PO Box 1835	Tallahassee	FL	32302
Lexington County Treasurer	Property	PO Box 3000	Lexington	SC	29071
Lincoln Parish Sales and Use Tax Commission	Sales and Use	PO Box 863	Ruston	LA	71273
Livingston Parish School Board	Sales and Use	PO Box 1030	Livingston	LA	70754
Livingston Parish Tax Collector	Property	PO Box 370	Livingston	LA	70754
Livingston Parish, Louisiana Sheriff's Office, Occupational Licensing	Annual Reporting	PO Box 370	Livingston	LA	70754
Logan Township, Pennsylvania via Altoona Area School District Office	Annual Reporting	200R E Crawford Ave	Altoona	PA	16602
Long Hill Township, New Jersey Fire Prevention	Annual Reporting	915 Valley Road	Gillette	NJ	7933
Longmeadow Municipal Tax Collector	Property	20 Williams St	Longmeadow	MA	01106
Los Angeles County Tax Collector	Property	PO Box 54888	Los Angeles	CA	90054
Loudoun County Tax Collector	Property	PO Box 1000	Leesburg	VA	20177
Loudoun County, Virginia Commissioner of Revenue	Annual Reporting	PO Box 8000	Leesburg	VA	20177
Louisiana Department of Revenue	Income and Franchise, Audit	PO Box 91011	Baton Rouge	LA	70821
Louisiana Dept of Revenue	Sales and Use	PO Box 3138	Baton Rouge	LA	70821
Louisville Metro Revenue Commission	Income and Franchise	PO Box 35410	Louisville	KY	40232
Lowndes County Tax Commissioner	Property	PO Box 1409	Valdosta	GA	31603
Lubbock County Chief Appraiser	Property	PO Box 10568	Lubbock	TX	79408
Lynchburg City Tax Collector	Property	PO Box 9000	Lynchburg	VA	24505
Lynnfield Municipal Tax Collector	Property	55 Summer St	Lynnfield	MA	01940
Macon-Bibb County Tax Commissioner	Property	PO Box 4724	Macon	GA	31208
Macon-Bibb County, Georgia Business Development Services - Business License Division	Annual Reporting	200 Cherry St, STE 202	Macon	GA	31201
Madison City Collector (Dane)	Property	P O Box 2999	Madison	WI	5370
Madison County Tax Collector	Property, Sales and Use	100 Northside Sq	Huntsville	AL	35801

Madison County Trustee	Property	100 E Main St Rm 107	Jackson	TN	38301
Madison County via Tennessee Department of Revenue	Annual Reporting	150 Washington Ave	Memphis	TN	38103
Madison County, Alabama	Annual Reporting	100 Northside Square, 1st Floor	Huntsville	AL	35801
Madison Heights City Treasurer (Oakland)	Property	300 W. Thirteen Mile Rd.	Madison Heights	MI	48071
Madison Parish School Board	Sales and Use	PO Box 1830	Tallulah	LA	71284
Maine Revenue Services	Income and Franchise	PO Box 1064	Augusta	ME	04332
Maine Revenue Services	Sales and Use	PO Box 1065	Augusta	ME	04332
Mansfield Municipal Tax Collector	Property	PO Box 9192	Chelsea	MA	02150
Maricopa County Treasurer	Property	PO Box 52133	Phoenix	AZ	85072
Marin County Tax Collector	Property	PO Box 4220	San Rafael	CA	94913
Marion County Tax Collector	Property	PO Box 3416	Portland	OR	97208
Marple Township, Pennsylvania	Annual Reporting	227 S. Sproul Rd.	Broomall	PA	19008
Martin County Tax Assessor-Collector	Property	3485 SE Willoughby Blvd	Stuart	FL	34994
Martin County, Florida Tax Collectors Office	Annual Reporting	3485 SE Willoughby BLVD	Stuart	FL	34994
Mashpee Municipal Tax Collector	Property	PO Box 728	Medford	MA	02155
Mass. DOR	Income and Franchise	PO Box 7005	Boston	MA	2204
Massachusetts DOR	Sales and Use	PO Box 419257	Boston	MA	02241
McCracken County Clerk	Property	PO Box 609	Paducah	KY	42002
McCracken County Tax Collector	Property	300 Clarence Gaines St	Paducah	KY	42003
McLennan County Tax Assessor-Collector	Property	PO Box 406	Waco	TX	76703
Mecklenburg County Tax Collector	Property	PO Box 31457	Charlotte	NC	28231
Medford Municipal Tax Collector	Property	85 George P Hassett Dr	Medford	MA	02155
Memphis City Tax Collector	Property	PO Box 185	Memphis	TN	38101
Mequon City Collector (Ozaukee)	Property	11333 N Cedarburg Rd	Mequon	WI	53092
Merced County Tax Collector	Property	2222 M Street	Merced	CA	95340
Meriden City Tax Collector	Property	PO Box 150431	Hartford	CT	06115
Mesa County Tax Collector	Property	Dept 5027 PO Box 20000	Grand Junction	CO	81502

Metropolitan Trustee	Property	PO Box 305012	Nashville	TN	37230
Miami-Dade County, Florida Tax Collector's Office	Property, Annual Reporting	200 NW 2nd Avenue	Miami	FL	33128
Michigan Department of Treasury	Sales and Use, Audit	PO Box 30324	Lansing	MI	48909
Michigan Department of Treasury	Income and Franchise	PO Box 30803	Lansing	MI	48909
Middleton City Collector (Dane)	Property	7426 Hubbard Ave	Middleton	WI	53562
Midland County Chief Appraiser	Property	PO Box 908002	Midland	TX	79708
Milford City Tax Collector	Property	PO Box 3025	Milford	CT	06460
Millbury Municipal Tax Collector	Property	PO Box 793	Reading	MA	01867
Milwaukee City Collector (Milwaukee)	Property	PO Box 78776	Milwaukee	WI	53278
Minnesota Department of Revenue,	Sales and Use	PO Box 64622	St. Paul	MN	55164
Minnesota Revenue	Income and Franchise	Mail Station 1250	St. Paul	MN	55145
Ministry of Finance	Sales and Use	PO BOX 200	Regina	Saskatchewan	S4P2Z6
Mississippi Department of Revenue	Sales and Use	PO Box 960	Jackson	MS	39205
Missouri Department of Revenue	Sales and Use, Audit	PO Box 840	Jefferson City	MO	65105
Missouri Department of Revenue	Sales and Use, Audit	PO Box 840	Jefferson City	MO	65105
Mobile Alabama Revenue Dept	Sales and Use	PO Box 3065	Mobile	AL	35562
Mobile County	Sales and Use	PO Drawer 161009	Mobile	AL	36616
Mobile County Tax Collector	Property	PO Box 1169	Mobile	AL	36633
Mobile County, Alabama	Annual Reporting	PO Box 161009	Mobile	AL	36616
Monongalia County Tax Collector	Property	Tax Office 243 High St. Rm 300	Morgantown	WV	26505
Monroe County Treasurer	Property	PO Box 1209	Fairfield	OH	45018
Montana Department of Revenue	Income and Franchise	PO Box 8021	Helena	MT	59604
Monterey County Tax Collector	Property	PO Box 891	Salinas	CA	9390
Montgomery County Commission	Sales and Use	PO Box 4779	Montgomery	AL	36103
Montgomery County Tax Assessor-Collector	Property	400 N San Jacinto St	Conroe	TX	77301

Montgomery County Tax Collector	Property	PO Box 824860	Philadelphia	PA	19182
Montgomery County Tax Collector	Property	755 Roanoke St Ste 1B	Christiansburg	VA	24073
Montgomery County Tax Collector	Property	PO Box 4720	Montgomery	AL	3610
Montgomery County Trustee	Property	PO Box 1005	Clarksville	TN	37041
Montgomery County via Tennessee Department of Revenue	Annual Reporting	150 Washington Ave	Memphis	TN	38103
Montgomery County, Maryland Clerk of the Circuit Court	Annual Reporting	50 Maryland Ave	Rockville	MD	20850
Montgomery Township, Pennsylvania Business Tax Office	Annual Reporting	100 Stump Rd	Montgomeryville	PA	18936
Moore County Tax Collector	Property	PO Box 1809	Carthage	NC	28327
Morehouse Sales and Use Tax Commission	Sales and Use	PO Box 672	Bastrop	LA	71221
Morrow City Tax Collector	Property	1500 Morrow Rd	Morrow	GA	30260
Mount Juliet Tax Collector	Property	PO Box 618	Mount Juliet	TN	37121
Mount Laurel Township, New Jersey Municipal Clerk's Office	Annual Reporting	100 Mount Laurel Rd	Mount Laurel	NJ	8054
Multnomah County Tax Collector	Property	12221 Merit Dr. Suite 1200	Dallas	TX	75251
Municipality of Hoover	Sales and Use	PO Box 11407	Hoover	AL	35246
Municipality of Monroeville, Pennsylvania Business Tax Office	Annual Reporting	2700 Monroeville Blvd	Monroeville	PA	15146
Murfreesboro City Tax Collector	Property	PO Box 1139	Murfreesboro	TN	37133
Muscogee County Tax Commissioner	Property	PO Box 1441	Columbus	GA	31902
Nassau County Tax Collector	Property	86130 License Rd, Suite 3	Fernandina Beach	FL	32034
NCDOR	Income and Franchise	PO Box 25000	Raleigh	NC	27640
Nebraska Department of Revenue	Sales and Use	PO Box 98923	Lincoln	NE	68509
Nebraska Department of Revenue	Income and Franchise	PO Box 94818	Lincoln	NE	6850
Nevada Department of Taxation	Sales and Use	PO Box 7165	SAN FRANCISCO,	CA	94120-
Nevada Department of Taxation	Income and Franchise	PO Box 5113	Los Angeles	CA	90051
New Carrollton City Tax Collector (Prince Georges)	Property	6016 Princess Garden Parkway	New Carrollton	MD	20784

New Hanover County Tax Collector	Property	PO Box 580070	Charlotte	NC	28258
New Mexico Taxation and Revenue Department	Income and Franchise	PO Box 25127	Santa Fe	NM	87504
New Orleans City Tax Collector	Property	Department 165025 P O Box 62600	New Orleans	LA	70162
Newport City Tax Collector	Property	43 Broadway	Newport	RI	02840
Newport News City	Sales and Use	2400 WASHINGTON AVENUE	Newport News	VA	23607
Newport News City Tax Collector	Property	PO Box 975	Newport News	VA	23607
Newton Municipal Tax Collector	Property	PO Box 9137	Newton	MA	02460
NH Dept of Revenue Administration	Income and Franchise	PO Box 637	Concord	NH	03302
NM Taxation and Revenue Department	Sales and Use	PO Box 25128	Santa Fe,	NM	87504
Norcross City Tax Collector	Property	65 Lawrenceville St	Norcross	GA	30071
Norfolk City Tax Collector	Property	PO Box 3215	Norfolk	VA	23514
Norfolk City Treasurer	Sales and Use	PO Box 2260	Norfolk	VA	23501
North Andover Municipal Tax Collector	Property	PO Box 184	Medford	MA	02155
North Attleborough Municipal Tax Collector	Property	PO Box 315	Medford	MA	02155
North Brunswick Township, New Jersey Clerk's Office	Annual Reporting	710 Herman Road	North Brunswick	NJ	8902
North Carolina Dept of Revenue	Sales and Use	PO Box 25000	Raleigh	NC	27640
North Dakota Tax Commissioner	Sales and Use	PO Box 5623	Bismark	ND	58506
North Hills School District/Ross Township, Pennsylvania Tax Office	Annual Reporting	135 Sixth Ave	Pittsburgh	PA	15229
Northborough Municipal Tax Collector	Property	63 Main St	Northborough	MA	01532
Northwest Harris County MUD #21 (Harris)	Property	11111 Katy Freeway Suite 725	Houston	TX	77079
Nueces County Tax Assessor-Collector	Property	PO Box 2810	Corpus Christi	TX	78403
NYC Department of Finance Business Corporation Tax	Income and Franchise	PO Box 5564	Binghamton	NY	13902
NYS Sales Tax Processing	Sales and Use, Audit	PO Box 15172	Albany	NY	12212

NYS Tax Department RPC - Corp Tax	Income and Franchise, Audit	90 Cohoes Ave	Green Island	NY	12183
Office of State Tax Commissioner	Income and Franchise	600 E. Boulevard Ave. Dept. 127	Bismarck	ND	58505
Office of Tax and Revenue	Income and Franchise	1101 4th Street, SW, Ste 270 West	Washington	DC	20024
Office of the Tax Administrator	Sales and Use	PO Box 29844	Phoenix	AZ	85038
Ohio Department of Taxation	Sales and Use, Audit	PO Box 16561	Columbus	OH	43216
Okaloosa County Tax Collector	Property	PO Box 1390	Niceville	FL	32588
Okaloosa County, Florida Tax Collectors Office	Annual Reporting	1250 N. Eglin Parkway	Shalimar	FL	32579
Oklahoma County Tax Collector	Property	PO Box 268875	Oklahoma City	OK	73126
Oklahoma Department of Labor	Annual Reporting	3017 N Stiles, STE 100	Oklahoma City	OK	73105
Oklahoma Tax Comission	Income and Franchise	PO Box 268700	Oklahoma City	OK	73216
Oklahoma Tax Commission	Sales and Use	PO Box 26850	Oklahoma City	OK	73126
Onalaska City Collector (La Crosse)	Property	415 Main St	Onalaska	WI	54650
Orange County Tax Collector	Property	PO Box 1438	Santa Ana	CA	92702
Orange County Tax Collector	Property	PO Box 545100	Orlando	FL	32854
Orange County, Florida Tax Collector's Office	Annual Reporting	PO Box 545100	Orlando	FL	32854
Orange Town Tax Collector	Property	617 Orange Center Road	Orange	CT	06477
Oregon Department of Revenue	Income and Franchise, Audit	PO Box 14777	Salem	OR	97309
Orleans Parish Tax Collector	Property	PO BOX 60047	New Orleans	LA	70160
Osceola County Tax Collector	Property	PO Box 422105	Kissimmee	FL	34742
Osceola County, Florida Tax Collector	Annual Reporting	1 Courthouse Square, STE 1400	Kissimmee	FL	34741
Ouachita Parish Tax Collector	Property	PO Box 660587	Dallas	TX	75266
Oxford City Tax Collector	Property	107 Courthouse Sq	Oxford	MS	38655
PA Department of Revenue	Sales and Use	PO Box 280406	Harrisburg	PA	17128

PA Department of Revenue Bureau of Compliance	Income and Franchise	PO Box 280947	Harrisburg	PA	17128
Palm Beach County Tax Collector	Property	PO Box 3353	West Palm Beach	FL	33402
Palm Beach County, Florida Tax Collector's Office	Annual Reporting	PO Box 3353	West Palm Beach	FL	33402
Parish of Caldwell Sales Tax Fund	Sales and Use	PO Box 280	Vidalia	LA	71373
Parish of East Baton Rouge	Sales and Use	PO Box 2590	Baton Rouge	LA	70821
Parish of East Feliciana	Sales and Use	PO Box 397	Clinton	LA	70722
Parish of Terrebonne Sales Tax Fund	Sales and Use	PO Box 670	Houma	LA	70361
Parish of West Baton Rouge	Sales and Use	PO BOX 86	Port Allen	LA	70767
Pasadena ISD Tax Office	Property	PO Box 1318	Pasadena	TX	77501
Pasco County Tax Collector	Property	PO Box 276	Dade City	FL	33526
Pasco County, Florida Tax Collector's Office	Annual Reporting	PO Box 276	Dade City	FL	33526
Peabody Municipal Tax Collector	Property	City Hall PO Box 3047	Peabody	MA	01961
Pierce County Tax Collector	Property	PO Box 11621	Tacoma	WA	98411
Pima County Treasurer	Property	PO Box 29011	Phoenix	AZ	85038
Pinellas County Tax Collector	Property	PO Box 31149	Tampa	FL	33631
Pitt County Tax Collector	Property	PO Box 875	Greenville	NC	27835
Placer County Tax Collector	Property	2976 Richardson Dr	Auburn	CA	95603
Plaquemines Parish Sales Tax Division	Sales and Use	333 F. Edward Hebert Blvd, Bldg 102, Suite 345	Bele Chasse	LA	70037
Platte County Tax Collector	Property, Annual Reporting	415 3rd St. Room 212	Platte City	MO	64079
Plymouth Municipal Tax Collector	Property	PO Box 4181	Woburn	MA	01888
Plymouth Township, Pennsylvania	Annual Reporting	700 Belvoir Road	Plymouth Meeting	PA	19462
Pointe Coupee Parish Sales and Use Tax Department	Sales and Use	PO Box 290	New Roads	LA	70760
Polk County Tax Collector	Property	PO Box 1189	Bartow	FL	33831
Polk County, Florida Tax Collector's Office	Annual Reporting	PO Box 2016	Bartow	FL	33831
Portage City Treasurer (Kalamazoo)	Property	79800 S Westnedge Ave	Portage	MI	49002
Potter County Tax Assessor-Collector	Property	PO Box 2289	Amarillo	TX	79105
Prince George's County Tax Collector	Property	PO Box 17578	Baltimore	MD	21297

Prince George's County, Maryland Clerk of the Circuit Court	Annual Reporting	14735 Main Street	Upper Marlboro	MD	20772
Prince William County	Sales and Use	PO Box 2467	Prince William	VA	22195
Prince William County Tax Collector	Property	PO Box 1600	Merrifield	VA	22116
Prince William County, Virginia Tax Administration Division	Annual Reporting	PO Box 2467	Woodbridge	VA	22195
Pulaski County Tax Collector	Property	PO Box 8101	Little Rock	AR	72203
Racine City Collector (Racine)	Property	Bin 88661	Milwaukee	WI	53288
Randall County Tax Assessor-Collector	Property	PO Box 9514	Amarillo	TX	79105
Rankin County Tax Collector	Property	211 E Government St Ste B	Brandon	MS	39042
Rapides Parish Sales & Use Tax Department	Sales and Use	5606 Coliseum Blvd	Alexandria	LA	71303
Rapides Parish Sales & Use Tax Department	Sales and Use	5606 Coliseum Blvd	Alexandria	LA	71303
Rapides Parish Sheriff's Office	Property	701 Murray St Ste 302	Alexandria	LA	71301
Rapides Parish, Louisiana Occupational License Tax	Annual Reporting	5606 Coliseum Blvd	Alexandria	LA	71303
Reading Municipal Tax Collector	Property	PO Box 1006	Reading	MA	01867
Regional Income Tax Agency	Income and Franchise	PO Box 89475	Cleveland	OH	44101
Retailers Occupaion Tax	Sales and Use		Springfield	IL	62796
Revenue Québec	Foreign Income, Sales and Use	3800, rue de Marly C.	Quebec	Quebec	G1X4A5
Rib Mountain Town Collector (Marathon)	Property	227800 Snowbird Ave	Wausau	WI	54401
Richland County Treasurer	Property	PO Box 8028	Columbia	SC	29202
Richland County Treasurer	Property	PO Box 8028	Columbia	SC	29202
Richland County Treasurer	Property	PO Box 8028	Columbia	SC	29202
Richland County Treasurer	Property	PO Box 8028	Columbia	SC	29202
Richland County, South Carolina Business Service Center	Annual Reporting	2020 Hampton Street, Suite 1050	Columbia	SC	29202
Richland Parish Tax Commission	Sales and Use	PO Box 688	Rayville	LA	71269
Richmond County Tax Commissioner	Property	535 Telfair St Suite 100	Augusta	GA	30901
Riverside County Tax Collector	Property	PO Box 12005	Riverside	CA	92502
Roanoke City Tax Collector	Property	PO Box 1451	Roanoke	VA	24007

Roanoke County Tax Collector	Property	PO Box 791269	Baltimore	MD	21279
Roanoke County, Virginia Commissioner of the Revenue	Annual Reporting	PO Box 1451	Roanoke	VA	24007
Rockwall County Central Appraisal District	Property	841 Justin Rd	Rockwall	TX	75087
Rocky Mount City Tax Collector	Property	PO Box 1180	Rocky Mount	NC	27802
Rutherford County Trustee	Property	PO Box 1316	Murfreesboro	TN	37133
Rutherford County Trustee	Property	PO Box 1316	Murfreesboro	TN	37133
Rutherford County via Tennessee Department of Revenue	Annual Reporting	150 Washington Ave	Memphis	TN	38103
Sabine Parish Sales and Use Tax Commission	Sales and Use	PO Box 249	Many	LA	71449
Sacramento County Tax Collector	Property	PO Box 508	Sacramento	CA	95812
Sacramento County, California Department of Finance, Revenue Division	Annual Reporting	700 H Street, Room 1710	Sacramento	CA	95814
Saginaw Charter Township, Michigan Clerk's Office, Township Clerk	Annual Reporting	PO Box 6400	Saginaw	MI	48608
Saint Charles County Tax Collector	Property	201 N Second St Suite 134	Saint Charles	MO	63301
Saint Johns County, Florida Tax Collector's Office	Annual Reporting	PO Box 9001	St. Augustine	FL	32085
Saint Joseph County Treasurer	Property	PO Box 4758	South Bend	IN	46634
Saint Louis County Tax Collector	Property	41 S Central Ave	St. Louis	MO	63105
Saint Tammany Parish Tax Collector	Property	PO Box 61080	New Orleans	LA	70161
Sales and Use Tax	Sales and Use	PO Box 999	Trenton	NJ	08646
Sales Tax Department	Sales and Use	PO Box 440	Fort Collins	CO	80522
Salisbury City Tax Collector (Wicomico)	Property	125 N Division #1	Salisbury	MD	21801
Salt Lake County Treasurer	Property	PO Box 410470	Salt Lake City	UT	84141
Salt River Pima-Maricopa Indian Community, Arizona	Annual Reporting	PO Box 29844	Phoenix	AZ	85038
San Bernardino County Tax Collector	Property	268 W. Hospitality Lane First Floor	San Bernardino	CA	92415
San Diego County Tax Collector	Property	PO Box 129009	San Diego	CA	92112
San Francisco County Tax Collector	Property	PO Box 7427	San Francisco	CA	94120
San Joaquin County Tax Collector	Property	PO Box 2169	Stockton	CA	95201

San Luis Obispo County Tax Collector	Property	1055 Monterey Street Room D-290	San Luis Obispo	CA	93408
San Mateo County Tax Collector	Property	PO Box 45901	San Francisco	CA	94145
Santa Barbara County Tax Collector	Property	PO Box 579	Santa Barbara	CA	93102
Santa Clara County Tax Collector	Property	70 West Hedding St. 6th Floor East Wing	San Jose	CA	95110
Santa Cruz County Tax Collector	Property	PO Box 1817	Santa Cruz	CA	95061
Santa Fe County Tax Collector	Property	100 Catron St.	Santa Fe	NM	87501
Sarasota County, Florida Tax Collector's Office	Property, Annual Reporting	101 S. Washington Blvd	Sarasota	FL	34236
Saugus Municipal Tax Collector	Property	PO Box 4157	Woburn	MA	01888
Savannah City Tax Collector	Property	PO Box 1228	Savannah	GA	31402
SC Department of Revenue	Income and Franchise	PO Box 125	Columbia	SC	29214
Sebastian County Tax Collector	Property	PO Box 1358	Fort Smith	AR	72902
Sedgwick County Treasurer	Property	PO Box 2961	Wichita	KS	67201
Seminole County, Florida Tax Collector	Annual Reporting, Property	PO Box 630	Sanford	FL	32772
Shasta County Tax Collector	Property	PO Box 991830	Redding	CA	96099
Shawnee County Treasurer	Property	PO Box 419452	Kansas City	MO	64141
Shelby County Business Revenue Office	Sales and Use	200 West College Street, Room 115	Columbiana	AL	35051
Shelby County Tax Collector	Property	PO Box 1298	Columbiana	AL	35051
Shelby County Trustee	Property	PO Box 2751	Memphis	TN	38101
Shelby County via Tennessee Department of Revenue	Annual Reporting	150 Washington Ave	Memphis	TN	38103
Shreveport City Tax Collector	Property	PO Box 30040	Shreveport	LA	71130
Simsbury Town Tax Collector	Property	PO Box 4156	Woburn	MA	01888
Skagit County Tax Collector	Property	PO Box 518	Mount Vernon	WA	98273
Smith County Tax Assessor-Collector	Property	PO Box 2011	Tyler	TX	75710
Snohomish County Tax Collector	Property	PO Box 34171	Seattle	WA	98124
Solano County Tax Collector	Property	675 Texas Street, Suite 1900	Fairfield	CA	94533
Somerville Municipal Tax Collector	Property	PO Box 197	Somerville	MA	02143

Sonoma County Tax Collector	Property	585 Fiscal Drive, Room 100	Santa Rosa	CA	95403
South Dakota Department of Revenue	Sales and Use, Audit	445 E. Capitol Ave	Pierre,	SD	57501
South Portland Municipal Tax Collector	Property	PO Box 6700	Lewiston	ME	04243
South Windsor Town Tax Collector	Property	1540 Sullivan Ave	South Windsor	CT	06074
South Windsor Town Tax Collector	Property	1540 Sullivan Ave	South Windsor	CT	06074
Southbury Town Tax Collector	Property	PO Box 4110 Dept 3610	Woburn	MA	01888
Spartanburg County Treasurer	Property	PO Box 100260	Columbia	SC	29202
Spokane County Tax Collector	Property	PO Box 199	Spokane	WA	99210
Spokane County Treasurer	Property	808 W Spokane Falls Blvd	Spokane	WA	99201
Spring Branch ISD Tax Office	Property	PO Box 19037	Houston	TX	77224
Spring ISD Tax Office	Property	P O Box 4826	Houston	TX	77210
St. Bernard Parish	Sales and Use	PO Box 168	Chalmette	LA	70044
St. Charles County, Missouri	Annual Reporting	201 N Second Street, Room 541	St. Charles	MO	63301
St. Charles Parish School Board	Sales and Use	13855 River Road	Luling	LA	70070
St. Charles Parish, Louisiana Sheriffs Office Tax Collection and Licenses Division	Annual Reporting	PO Box 440	Hahnville	LA	70057
St. James Parish School Board	Sales and Use	P. O. Box 368	Lutcher	LA	70071
St. John the Baptist Parish Sales and Use Tax Office	Sales and Use	PO Box 2066	LaPlace	LA	70069
St. Landry Parish School Board	Sales and Use	PO Box 1210	Opelousas	LA	70571
St. Martin Parish School Board	Sales and Use	PO BOX 1000	Breaux Bridge	LA	70517
St. Mary Sales and Use Tax Department	Sales and Use	PO Drawer 1279	Morgan City	LA	70381
St. Tammany Parish, Louisiana Tax Collector	Annual Reporting	300 Brownswitch Road	Slidell	LA	70458
Stamford City Tax Collector	Property	888 Washington Blvd	Stamford	CT	06901
Stanislaus County Tax Collector	Property	PO Box 859	Modesto	CA	95353
State of Hawaii Department of Taxation	Sales and Use	PO Box 1425	Honolulu	HI	96806
State of New Jersey Sales & Use Tax	Sales and Use	PO Box 999	Trenton	NJ	08646
State of Rhode Island	Sales and Use	One Capital Hill, Suite 4	Providence	RI	02908

State of Rhode Island Corporation Division of Taxation	Income and Franchise	PO Box 9702	Providence	RI	02940
State of West Virginia, State Tax Department, Tax Account Administration Div	Sales and Use	PO Box 1826	Charleston	WV	25327
State of West Virginia, State Tax Department, Tax Account Administration Div	Sales and Use	PO Box 1826	Charleston	WV	25327
State Tax Commission	Sales and Use	PO Box 76	Boise	ID	83707
Sumner County Trustee	Property	355 N Belvedere Dr Rm 107	Gallatin	TN	37066
Sumner County via Tennessee Department of Revenue	Annual Reporting	150 Washington Ave	Memphis	TN	38103
Sumter County Tax Collector	Property	220 E McCollum Ave	Bushnell	FL	33513
Talbot County, Maryland Clerk of the Circuit Court	Annual Reporting	11 N Washington Street	Easton	MD	21601
Tangipahoa Parish School Board	Sales and Use	PO Box 159	Amite	LA	70422
Tarrant County Tax Assessor-Collector	Property	100 E Weatherford	Fort Worth	TX	76196
Tax Collection Office Fayette County Public Schools	Income and Franchise	PO Box 55570	Lexington	KY	40555
Tax Collector - Parish of St. Tammany	Sales and Use	PO Box 61041	New Orleans	LA	70161
Tax Commission	Sales and Use	210 N 1950 W	Salt Lake City	UT	84134
Tax Trust Account Sales Tax Division	Sales and Use	PO Box 830725	Birmingham	AL	35283
Taxation Division	Sales and Use	PO Box 840	Jefferson City	MO	65105
Taxpayer Service Division	Sales and Use	110 Carrol Street	Annapolis	MD	21411
Taylor County Chief Appraiser	Property	PO Box 1800	Abilene	TX	79604
Tennessee Department of Revenue	Income and Franchise	1301 Riverfront Pkwy, Ste 203	Chattanooga	TN	37402
Tennessee Department of Revenue	Sales and Use	500 Deaderick Street	Nashville	TN	37242
Tensas Parish	Sales and Use	PO Box 430	Vidalia	LA	71373
Terrebonne Parish Tax Collector	Property	PO Drawer 1670	Houma	LA	70361
Terrebonne Parish, Louisiana Sales and Use Tax Department	Annual Reporting	PO Box 670	Houma	LA	70361

Texas Comptroller of Public Accounts	Income and Franchise	PO Box 1469348	Austin	TX	78714
The Director, Provincial Sales Tax	Sales and Use	PO BOX 9433 Stn Prov Govt	Victoria	British Columbia	V8W9W7
The Minister of Finance	Sales and Use	401 York Ave Room 101	Winnipeg	Manatoba	R3C0P8
Thurston County Tax Collector	Property	2000 Lakeridge Dr SW	Olympia	WA	98502
Tippecanoe County Treasurer	Property	20 N 3rd St	Lafayette	IN	47901
Town of Blacksburg, Virginia Finance Department	Annual Reporting	300 South Main Street; PO Box 90003	Blacksburg	VA	24062
Town of Castle Rock	Sales and Use	PO Box 17906	Denver	CO	80217
Town of Colma, California Clerks Office	Annual Reporting	1198 El Camino Real	Colma	CA	94014
Town of Cutler Bay, Florida Finance Department	Annual Reporting	10720 Caribbean Blvd, Suite 105	Cutler Bay	FL	33189
Town of Farragut, Tennessee Town Clerk Office	Annual Reporting	11408 Municipal Center Drive	Farragut	TN	37934
Town of Gilbert, Arizona Department of Finance and Management Services	Annual Reporting	90 E Civic Center Drive	Gilbert	AZ	85296
Town of Hilton Head Island, South Carolina Revenue and Collections Division	Annual Reporting	One Town Center Court	Hilton Head Island	SC	29928
Town of Leesburg	Sales and Use	Town of Leesburg	Leesburg	VA	20176
Town of Leesburg, Virginia Finance Department	Annual Reporting	25 W Market Street	Leesburg	VA	20176
Town of Leesburg, Virginia Finance Department	Annual Reporting	25 W Market Street	Leesburg	VA	20176
Town of Los Gatos, California Finance Department	Annual Reporting	PO Box 697	Los Gatos	CA	95031
Town of Mount Pleasant, South Carolina Licensing Section	Annual Reporting	100 Ann Edwards Lane	Mouth Pleasant	SC	29464
Town of Normal, Illinois Town Clerk	Annual Reporting	PO Box 22009	Charleston	SC	29413
Town of Prescott Valley, Arizona Office of the Town Clerk	Annual Reporting	7501 E Civic Circle	Prescott Valley	AZ	86314
Town of Summerville, South Carolina	Annual Reporting	200 South Main Street	Summerville	SC	29483
Town of Warrenton, Virginia Finance Department	Annual Reporting	PO Box 341	Warrenton	VA	20188

Township of Abington, Pennsylvania Office of the Treasurer	Annual Reporting	1176 Old York Road	Abington	PA	19001
Township of Flint, Michigan City Clerk	Annual Reporting	2nd floor City Hall 201-C; 1101 S Saginaw St	Flint	MI	48502
Township of Hempfield, Pennsylvania via Keystone Collections Group	Annual Reporting	PO Box 1898	Irwin	PA	15642
Township of Irvington, New Jersey	Annual Reporting	1 Civic Square	Irvington	NJ	7111
Township of Lower Merion, Pennsylvania Finance Department	Annual Reporting	75 East Lancaster Avenue	Ardmore	PA	19003
Township of Middletown, Pennsylvania via Berkheimer Tax Administrator	Annual Reporting	325-A N. Pottstown Pike	Exton	PA	19341
Township of Springfield, Pennsylvania	Annual Reporting	50 Powell Road	Springfield	PA	19064
Township of Whitehall, Pennsylvania Business License Department	Annual Reporting	3221 MacArthur Rd	Whitehall	PA	18052
Travis County Tax Assessor-Collector	Property	PO Box 149328	Austin	TX	78714
Treasurer, Chesterfield County	Sales and Use	PO Box 124	Chesterfield	VA	23832
Treasurer, City of Roanoke	Sales and Use	PO Box 1451	Roanoke	VA	24007
Tulare County Tax Collector	Property	PO Box 30329	Los Angeles	CA	9003
Tuscaloosa County	Sales and Use	PO Box 20738	Tuscaloosa	AL	35402
Tuscaloosa County Tax Collector	Property	714 Greensboro Ave Rm 124	Tuscaloosa	AL	35401
Twin Falls County Tax Collector	Property	PO Box 88	Twin Falls	ID	83303
Union Parish Sales and Use Tax Commission	Sales and Use	PO Box 903	Ruston	LA	71273
United ISD Tax Office	Property	3501 E Saunders	Laredo	TX	78041
Upper Merion Township, Pennsylvania Business Tax Office	Annual Reporting	175 W. Valley Forge Road	King of Prussia	PA	19406
Utah County Treasurer	Property	100 East Center St Suite 1200	Provo	UT	84606
Utah State Tax Commission	Sales and Use	210 N 1950 W	Salt Lake City	UT	84134
Utah State Tax Commission	Income and Franchise	210 North 1950 West	Salt Lake City	UT	84134
Vanderburgh County Treasurer	Property	PO Box 77	Evansville	IN	47701
Ventura County Tax Collector	Property	PO Box 845642	Los Angeles	CA	90084

Vermillion Parish School Board	Sales and Use	PO Box 1508	Abbeville	LA	70511
Vermont Department of Taxes	Income and Franchise	133 State Street	Montpelier	VT	05633
Vermont Department of Taxes	Sales and Use	PO Box 547	Montpelier	VT	05601
Vernon Parish School Board	Sales and Use	117 Belview Road	Leesville	LA	71446
Vigo County Treasurer	Property	191 Oak St	Terre Haute	IN	47807
Village of Addison, Illinois Finance Department	Annual Reporting	1 Friendship Plaza	Addison	IL	60101
Village of Addison, Illinois Finance Department	Annual Reporting	1 Friendship Plaza	Addison	IL	60101
Village of Arlington Heights, Illinois Department of Planning & Community Development	Annual Reporting	33 S. Arlington Heights Road	Arlington Heights	IL	60005
Village of Bloomingdale, Illinois Business Licenses and Permits	Annual Reporting	201 S. Bloomingdale Road	Bloomingtondale	IL	60108
Village of Bolingbrook, Illinois	Annual Reporting	375 W. Briarcliff Road	Bolingbrook	IL	60440
Village of Evergreen Park, Illinois Village Clerk's Office	Annual Reporting	9418 S. Kedzie Ave.	Evergreen Park	IL	60805
Village of Gurnee, Illinois Revenue Collection	Annual Reporting	325 N. O'Plaine Road	Gurnee	IL	60031
Village of Kildeer, Illinois	Annual Reporting	21911 Quentin Road	Kildeer	IL	60047
Village of Niles, Illinois Business Licensing Division	Annual Reporting	1000 Civic Center Drive	Niles	IL	60714
Village of Norridge, Illinois	Annual Reporting	4000 N. Olcott Avenue	Norridge	IL	60706
Village of Oak Lawn, Illinois	Annual Reporting	9446 S Raymond Ave	Oak Lawn	IL	60453
Village of Orland Park, Illinois	Annual Reporting	14700 Ravinia Avenue	Orland Park	IL	60462
Village of Oswego, Illinois	Annual Reporting	100 Parkers Mill	Oswego	IL	60543
Village of River Forest, Illinois	Annual Reporting	400 Park Avenue	River Forest	IL	60305
Village of Schaumburg, Illinois Collection/Business License Division	Annual Reporting	101 Schaumburg Court	Schaumburg	IL	60193
Village of Skokie, Illinois Community Development Department	Annual Reporting	5127 Oakton Street	Skokie	IL	60077
Village of Wellington, Florida	Annual Reporting	12300 Forest Hill Blvd	Wellington	FL	33414
Village of Wilmette, Illinois	Annual Reporting	1200 Wilmette Ave.	Wilmette	IL	60091
Ville de Montreal	Property	PO Box 11043 Downtown Station	Montreal	Quebec	H3C 4X8

Virginia Beach City Tax Collector	Property	Municipal Center - Bldg 1 2401 Courthouse Dr	Virginia Beach	VA	23456
Virginia Department Of Taxation	Sales and Use	PO Box 26627	Richmond	VA	231261-6627
Volusia County Tax Collector	Property	123 W Indiana Ave Rm 103	DeLand	FL	32720
Volusia County, Florida Tax Processing Center	Annual Reporting	123 W Indiana Ave, Room 103	DeLand	FL	32720
Wake County Tax Collector	Property	PO Box 580084	Charlotte	NC	28258
Warren County Tax Collector	Property	PO Box 807	Bowling Green	KY	42102
Warrenton Town Tax Collector	Property	PO Box 341	Warrenton	VA	20188
Warwick City Tax Collector	Property	PO Box 981027	Boston	MA	02298
Washington Business Licensing Service	Annual Reporting	PO Box 9034	Olympia	WA	98507
Washington County Assessor	Property	87 N 200 E Ste 201	St George	UT	84770
Washington County Tax Collector	Property	PO Box 3587	Portland	OR	97208
Washington County Trustee	Property	PO Box 215	Jonesborough	TN	37659
Washington County via Tennessee Department of Revenue	Annual Reporting	150 Washington Ave	Memphis	TN	38103
Washington County, Maryland Clerk of the Circuit Court	Annual Reporting	24 Summit Avenue	Hagerstown	MD	21740
Washington Department of Revenue	Annual Reporting	PO Box 9034	Olympia	WA	98507
Washington Parish Sheriff's Office Sales and Use Tax Div	Sales and Use	PO Box 508	Franklinton	LA	70438
Washington State Department of Revenue	Annual Reporting	PO Box 9034	Olympia	WA	98507
Washington State Dept of Revenue	Sales and Use	PO Box 47464	Olympia	WA	98504
Washoe County Tax Collector	Property	PO Box 30039	Reno	NV	89520
Waterbury City Tax Collector	Property	PO Box 1560	Hartford	CT	06144
Waterford Town Tax Collector	Property	15 Rope Ferry Road	Waterford	CT	06385
Wauwatosa City Collector (Milwaukee)	Property	7725 W North Ave	Wauwatosa	WI	53213
Webb County Tax Assessor-Collector	Property	PO Box 420128	Laredo	TX	78042
Weber County Assessor	Property	2380 Washington Blvd Suite 380	Ogden	UT	84401

Webster Parish Sales & Use Tax Commission	Sales and Use	PO Box 357	MINDEN	LA	71058
Wellesley Municipal Tax Collector	Property	525 Washington St	Wellesley	MA	02482
West Carroll Parish Sales/Use Tax Dept	Sales and Use	410 Willis Street	Oak Grove	LA	71263
West Feliciana Parish School Board	Sales and Use	PO BOX 1910	St. Francisville	LA	70775
West Hartford Town Tax Collector	Property	Lockbox #411 PO Box 5047	New Britain	CT	06050
West Hartford Town Tax Collector	Property	Lockbox #411 PO Box 5047	New Britain	CT	06050
West Park MUD (Harris)	Property	PO Box 1819	Houston	TX	77251
West Virginia State Tax Department Tax Account Administration	Income and Franchise	PO Box 1202	Charleston	WV	25324
West Windsor Township, New Jersey	Annual Reporting	271 Clarksville Road	Princeton Junction	NJ	8550
Westminster City Tax Collector (Carroll)	Property	56 W Main St	Westminster	MD	21157
Westport Town Tax Collector	Property	PO Box 350	Westport	CT	06881
Westwood Municipal Tax Collector	Property	580 High St	Westwood	MA	02090
Whatcom County Tax Collector	Property	PO Box 34873	Seattle	WA	98124
Wichita County Tax Assessor-Collector	Property	600 Scott Street Suite 103	Wichita Falls	TX	76301
Wicomico County Tax Collector	Property	PO Box 4036	Salisbury	MD	21803
Wicomico County, Maryland Clerk of the Circuit Court	Annual Reporting	PO Box 198	Salisbury	MD	21803
Williamson County Tax Assessor-Collector	Property	904 S Main St	Georgetown	TX	78626
Williamson County Trustee	Property	PO Box 1365	Franklin	TN	37065
Williamson County via Tennessee Department of Revenue	Annual Reporting	150 Washington Ave	Memphis	TN	38103
Wilson County Trustee	Property	PO Box 865	Lebanon	TN	37088
Wilson County via Tennessee Department of Revenue	Annual Reporting	150 Washington Ave	Memphis	TN	38103
Wilson School District, Pennsylvania Business Office	Annual Reporting	2601 Grandview Blvd	West Lawn	PA	19609
Winchester City Tax Collector	Property	PO Box 263	Winchester	VA	22604
Winchester City Treasurer	Sales and Use	PO Box 706	Winchester	VA	22604
Wisconsin Department of Revenue	Income and Franchise	PO Box 8908	Madison	WI	53708

Wood County Tax Collector	Property	PO Box 1985	Parkersburg	WV	26101
Woodlands Metro Center MUD (Montgomery)	Property	PO Box 7829	The Woodlands	TX	77387
Worcester Municipal Tax Collector	Property	455 Main St	Worcester	MA	01608
Wyoming Dept of Revenue	Sales and Use	122 W 25th St, 2W	Cheyenne	WY	82002
Wyomissing Borough, Pennsylvania via Berks Earned Income Tax Bureau	Annual Reporting	1125 Berkshire Blvd., Suite 115	Wyomissing	PA	19610
Yakima County Tax Collector	Property	PO Box 22530	Yakima	WA	98907
Yavapai County Treasurer	Property	1015 Fair St	Prescott	AZ	86305
York Adams Tax Bureau Pennsylvania	Annual Reporting	1405 North Duke Street; PO Box 15627	York	PA	17405
York County Treasurer	Property	PO Box 116	York	SC	29745

TAB LL

***Order Authorizing the Payment of Certain Prepetition Taxes
and Fees***



ENTERED
08/03/2020

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

In re:

TAILORED BRANDS, INC., *et al.*,¹

Debtors.

)
) Chapter 11
)
) Case No. 20-33900 (MI)
)
) (Joint Administration Requested)
)
) **Re: Docket No. 17**

**ORDER AUTHORIZING
THE PAYMENT OF CERTAIN PREPETITION TAXES AND FEES**

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, but not directing, the Debtors to negotiate, remit and pay (or use tax credits to offset) certain accrued and outstanding prepetition Taxes and Fees, (b) authorizing the Debtors to continue negotiating, remitting and paying (or using tax credits to offset) the Taxes and Fees on a postpetition basis, and (c) 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

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 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:

1. The Debtors are authorized, but not directed, to: (a) negotiate, pay, and remit (or use tax credits to offset), or otherwise satisfy the obligations that arose or accrued in the ordinary course of business on account of the Taxes and Fees prior to the Petition Date and that will become due and owing in the ordinary course of business during the pendency of these chapter 11 cases at such time when the Taxes and Fees are payable; and (b) negotiate, pay and remit (or use tax credits to offset) Taxes and Fees that arise or accrue in the ordinary course of business on a postpetition basis consistent with prepetition practice—including, for the avoidance of doubt, posting collateral or a letter of credit in connection with any dispute related to the Audits or Assessments or paying any Taxes and Fees arising as a result of the Audits or Assessments; *provided* that the Debtors shall not pay any Taxes and Fees outside of the ordinary course before such Taxes and Fees are due to the applicable Authority; *provided, further*, notwithstanding anything to the contrary herein or in the Motion, that in the event the Debtors make a payment with respect to any Taxes and Fees for the prepetition portion of any "straddle" amount, and this Court subsequently determines such amount was not entitled to priority or administrative treatment under section 507(a)(8) or 503(b)(1)(B) of the Bankruptcy Code, the Debtors may (but shall not be required to) seek an order from the Court requiring a return of such amounts.

2. To the extent that the Debtors have overpaid any Taxes or Fees, the Debtors are authorized to seek a refund or credit.

3. Notwithstanding the relief granted herein or any actions taken hereunder, nothing contained in this Order shall create any rights in favor of, or enhance the status of any claim held by, any of the Authorities.

4. The banks and financial institutions on which checks were drawn or electronic fund transfer requests made in payment of the prepetition obligations approved herein are authorized to receive, process, honor, and pay all such checks and electronic fund transfer requests when presented for payment, and all such banks and financial institutions are authorized to rely on the Debtors' designation of any particular check or electronic fund transfer requests as approved by this Order.

5. 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.

6. 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.

7. The Debtors shall maintain a matrix/schedule of payments made pursuant to this Order, including the following information: (a) the names of the payee; (b) the nature of the payment; (c) the amount of the payment; (d) the category or type of payment; (e) the Debtor or Debtors that made the payment; (f) the payment date; and (g) the purpose of such payment. The Debtors shall provide a copy of such matrix/schedule to the U.S. Trustee and any statutory committee appointed in these chapter 11 cases every 30 days beginning upon entry of this Order.

8. 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 Taxes and Fees.

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

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

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

12. 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 03, 2020

A handwritten signature in black ink, appearing to read 'M Isgur', is written over a horizontal line.

Marvin Isgur
United States Bankruptcy Judge

Exhibit A

Authorities

Authorities

<u>Authority</u>	<u>Type of Tax</u>	<u>Address</u>	<u>City</u>	<u>State</u>	<u>Zip</u>
Acadia Parish School Board	Sales and Use	PO Drawer 309	Crowley	LA	70527
Acton Municipal Tax Collector	Property	Town Hall 472 Main St	Acton	MA	01720
Ada County Tax Collector	Property	PO Box 2668	Boise	ID	83701
Adams County Tax Collector	Property	PO Box 869	Brighton	CO	80601
Alabama Department of Revenue	Income and Franchise	PO Box 154	Montgomery	AL	36135
Alabama Department of Revenue	Sales and Use, Audit	PO Box 327790	Montgomery	AL	36132
Alachua County Tax Collector	Property	PO Box 44310	Jacksonville	FL	32231
Alamance County Tax Collector	Property	124 W Elm St	Graham	NC	27253
Alameda County Tax Collector	Property	1221 Oak Street Room 131	Oakland	CA	94612
Alaska Division of Corporations, Business and Professional Licensing	Annual Reporting	500 W 7th Ave STE 1500	Anchorage	AK	99501
Albemarle County Tax Collector	Property	PO Box 7604	Merrifield	VA	22116
Albemarle County, Virginia Finance Division	Annual Reporting	401 McIntire Rd	Charlottesville	VA	22902
Alexandria City Tax Collector	Property	PO Box 34901	Alexandria	VA	22334
Alief ISD Tax Office	Property	PO Box 368	Alief	TX	77411
Allen County Treasurer	Property	PO Box 2540	Fort Wayne	IN	46801
Allen County Treasurer	Property	PO Box 2540	Fort Wayne	IN	46801
Allen Parish School Board	Sales and Use	PO Drawer 190	Oberlin	LA	70655
Alpharetta City Tax Collector	Property	PO Box 117022	Atlanta	GA	30368
Altoona Area School District/City of Altoona, Pennsylvania Tax Office	Annual Reporting	200R E Crawford Ave	Altoona	PA	16602
Anchorage Municipal Tax Collector	Property	Attn: Property Tax PO Box 196040	Anchorage	AK	99519
Anderson County Treasurer	Property	PO Box 1658	Anderson	SC	29622
Anne Arundel County Tax Collector	Property	PO Box 427	Annapolis	MD	21404
Anne Arundel County, Maryland Clerk of the Circuit Court	Annual Reporting	8 Church Circle, Room H-101	Annapolis	MD	21401
Arapahoe County Tax Collector	Property	5334 S. Prince St.	Littleton	CO	80120

Arizona Department of Revenue	Income and Franchise	PO Box 29079	Phoenix	AZ	85038
Arizona Dept of Revenue	Sales and Use	PO Box 29085	Phoenix	AZ	85038
Arlington County Tax Collector	Property	PO Box 1754	Merrifield	VA	22116
Arlington County, Virginia Commissioner of Revenue	Annual Reporting	PO Box 1757	Merrifield	VA	22116
Ascension Parish Sales Tax Authority	Sales and Use	PO Box 1718	Gonzales	LA	70707
Assumption Parish Sales and Use Tax Dept	Sales and Use	PO Drawer 920	Napoleonville	LA	70390
Athens-Clarke County, Georgia Financial Services Division - Business Tax Administration	Annual Reporting	375 Satula Ave	Athens	GA	30601
Auburn Municipal Tax Collector	Property	PO Box 733	Reading	MA	01867
Augusta Municipal Tax Collector	Property	16 Cony St	Augusta	ME	04330
Baldwin County Tax Collector	Property	PO Box 538517	Atlanta	GA	30353
Baldwin County Tax Department	Sales and Use	PO Box 189	Robertsdale	AL	36567
Baltimore City Tax Collector	Property	400 Washington Ave Rm 152	Towson	MD	21204
Baltimore County, Maryland Clerk of the Circuit	Annual Reporting	401 Bosley Avenue, 2nd Floor	Towson	MD	21204
Barnstable Municipal Tax Collector	Property	PO Box 40	Hyannis	MA	02601
Barrington Town Tax Collector	Property	PO Box 9716	Providence	RI	02940
Battle Creek City Treasurer	Income and Franchise	PO Box 1657	Battle Creek	MI	49016
Bay County Tax Collector	Property	PO Box 2285	Panama City	FL	32402
Baybrook MUD #1 (Harris)	Property	#5 Oaktree PO Box 1368	Friendswood	TX	77549
Beaufort County Treasurer	Property	PO Box 105176	Atlanta	GA	30348
Bell County Chief Appraiser	Property	PO Box 390	Belton	TX	76513
Bellingham Municipal Tax Collector	Property	PO Box 981021	Boston	MA	02298
Benton County Tax Collector	Property	215 E Central Ave Rm 101	Bentonville	AR	72712
Benton County Tax Collector	Property	5600 W Canal Drive Ste A	Kennewick	WA	99336
Berkeley County Treasurer	Property	PO Box 6122	Moncks Corner	SC	29461
Berlin Municipal Tax Collector	Property	PO Box 41	Berlin	MA	1503
Bernalillo County Tax Collector	Property	PO Box 27800	Albuquerque	NM	87125

Bexar County Tax Assessor-Collector	Property	PO Box 2903	San Antonio	TX	78299
Bienville Parish School Board	Sales and Use	PO Box 746	Arcadia	LA	71001
Birmingham City Treasurer (Oakland)	Property	PO Box 671732	Detroit	MI	48267
Bonneville County Tax Collector	Property	605 N Capital Ave	Idaho Falls	ID	83402
Boone County Fiscal Court, KY	Income and Franchise	PO Box 960	Burlington	KY	41005
Boone County Tax Collector	Property	801 E Walnut St Rm 118	Columbia	MO	65201
Boone County Tax Collector	Property	PO Box 198	Burlington	KY	41005
Boone County, Kentucky Occupational License Department	Annual Reporting	2590 Washington St	Burlington	KY	41005
Boone County, Missouri Collector's Office	Annual Reporting	801 E Walnut St #118	Columbia	MO	65201
Borough of Eatontown, New Jersey Mercantile Licensing Department	Annual Reporting	47 Broad Street	Eatontown	NJ	7724
Borough of Eatontown, New Jersey Mercantile Licensing Department	Annual Reporting	47 Broad Street	Eatontown	NJ	7724
Borough of Homestead, Pennsylvania	Annual Reporting	221 East 7th Ave	Homestead	PA	15120
Borough of Paramus, New Jersey Clerks Office	Annual Reporting	1 West Jockish Square	Paramus	NJ	7652
Bossier City Sales and Use Division	Sales and Use	PO Box 71313	Bossier City	LA	71171
Boston Municipal Tax Collector	Property	Box 55810	Boston	MA	02205
Boulder County Tax Collector	Property	PO Box 471	Boulder	CO	80306
Bowie City Tax Collector (Prince Georges)	Property	15901 Excalibur Rd	Bowie	MD	20716
Bowling Green City Tax Collector	Property	PO Box 1410	Bowling Green	KY	42102
BPP-Dallas County Tax Assessor-Collector	Property	120 W Main Ste 201 Schuerenburg & Grimes	Mesquite	TX	75149
Braintree Municipal Tax Collector	Property	PO Box 859209	Braintree	MA	02185
Brazoria County MUD #35 (Brazoria)	Property	#5 Oaktree PO Box 1368	Friendswood	TX	77549
Brazoria County Tax Assessor-Collector	Property	POBOX 1586	Lake Jackson	TX	77566
Brazos County Tax Assessor-Collector	Property	4151 County Park Ct	Bryan	TX	77802
Brevard County Tax Collector	Property	PO Box 2500	Titusville	FL	32781
Brevard County, Florida Tax Collectors Office	Annual Reporting	PO Box 2500	Titusville	FL	32781

Brookfield City Collector (Waukesha)	Property	2000 N Calhoun Rd	Brookfield	WI	53005
Broomfield County Tax Collector	Property	PO Box 407	Broomfield	CO	80036
Broward County Tax Collector	Property	115 S Andrews Ave #A100	Fort Lauderdale	FL	33301
Broward County, Florida Tax Collector Records, Taxes and Treasury Division	Annual Reporting	115 Andrews Avenue, Room 114	Fort Lauderdale	FL	33301
Brown County Treasurer	Property	PO Box 23600	Green Bay	WI	54305
Buncombe County Tax Collector	Property	PO Box 3140	Asheville	NC	28802
Bureau of Revenue Department	Sales and Use	PO Box 61840	NEW ORLEANS,	LA	70161
Burlington City Tax Collector	Property	PO Box 1358	Burlington	NC	27216
Burlington Municipal Tax Collector	Property	PO Box 376	Burlington	MA	01803
Business Tax Division - Commercial Activity Tax	Income and Franchise	PO Box 16158	Columbus	OH	43216
Butte County Tax Collector	Property	25 County Center Drive Suite 125	Oroville	CA	95965
CA Dept of Tax and Fee Administration	Sales and Use, Audit	PO Box 942879	Sacramento	CA	94279
Cabarrus County Tax Collector	Property	PO Box 580347	Charlotte	NC	28258
Cabell County Tax Collector	Property	PO Box 2114	Huntington	WV	25721
Caddo Parish Tax Collector	Property	PO Box 20905	Shreveport	LA	71120
Caddo Parish Tax Collector	Property	PO Box 20905	Shreveport	LA	71120
Caddo - Shreveport Sales and Use Tax Commission	Sales and Use	PO Box 10412	Shreveport	LA	71161
Calcasieu Parish School Board	Sales and Use	PO Drawer 2050	Lake Charles	LA	70602
Calcasieu Parish Tax Collector	Property	PO Box 1450	Lake Charles	LA	70602
Calcasieu Parish Tax Collector	Property	PO Box 1450	Lake Charles	LA	70602
Cambridge Municipal Tax Collector	Property	PO Box 399142	Cambridge	MA	02139
Canada Revenue Agency	Foreign Income	250 Lapiniere Boulevard	Brossard	Quebec	J4Z 3T8
Canada Revenue Agency	Sales and Use	251 Rene-Levesque Boulevard	Jonquiere	Quebec	G7S5J2
Canton Town Tax Collector	Property	PO Box 168	Collinsville	CT	06022
Cape Girardeau County Tax Collector	Property	1 Barton Square Ste 303	Jackson	MO	63755
Carroll County Tax Collector	Property	225 N Center St	Westminster	MD	21157
Carroll County, Maryland County Clerk of the Court	Annual Reporting	55 North Courth Street	Westminster	MD	21157

Carrollton-Farmers Branch ISD Tax Office	Property	PO Box 208227	Dallas	TX	75320
Carrollton-Farmers Branch ISD Tax Office	Property	PO Box 208227	Dallas	TX	75320
Catahoula Parish Sales Tax Fund	Sales and Use	PO Box 250	Vidalia	LA	71373
Catawba County Tax Collector	Property	PO Box 580071	Charlotte	NC	28258
Centerra Lifestyle Center LLC	Sales and Use	PO Box 1386	Loveland	CO	80539
Centerra Public Imp Collection Corp	Sales and Use	PO Box 892	Loveland	CO	80539
Central Collection Agency CCA - Division of Taxation	Income and Franchise	PO Box 94810	Cleveland,	OH	44101
Chadds Ford, Pennsylvania Tax Collector via MRRS, LLC	Annual Reporting	10 Ring Road	Chadds Ford	PA	19317
Charles County Tax Collector	Property	PO Box 2607	La Plata	MD	20646
Charles County, Maryland Clerk of the Circuit Court	Annual Reporting	200 Charles Street	La Plata	MD	20646
Charleston County Treasurer	Property	PO Box 878	Charleston	SC	29402
Charlottesville City Tax Collector	Property	PO Box 2854	Charlottesville	VA	22902
Chatham County Tax Commissioner	Property	PO Box 117037	Atlanta	GA	30368
Chattanooga City Tax Collector	Property	PO Box 191	Chattanooga	TN	37401
Cheltenham Township, Pennsylvania Finance Department	Annual Reporting	8230 Old York Rd	Elkins Park	PA	19027
Chesapeake City Tax Collector	Property	PO Box 16495	Chesapeake	VA	23328
Chesterfield County Tax Collector	Property	PO Box 71111	Charlotte	NC	28272
Chesterfield County, Virginia Office of the Commissioner of the Revenue	Annual Reporting	PO Box 124	Chesterfield	VA	23832
Cinco MUD #12 (Fort Bend)	Property	PO Box 3155	Houston	TX	77253
City and County of Denver, Colorado Department of Finance, Treasury Division	Annual Reporting	PO Box 660859	Dallas	TX	75266
City and County of San Francisco, California Treasurer and Tax Collectors Office	Annual Reporting	PO Box 7425	San Francisco	CA	94120
City of Akron, Ohio Income Tax Division	Income and Franchise	1 Cascade Plaza - 11th Floor Akron	Akron	OH	44308
City of Albany, Georgia Treasury Division	Annual Reporting	401 Pine Ave	Albany	GA	31701

City of Albuquerque, New Mexico Treasury Division	Annual Reporting	PO Box 17	Albuquerque	NM	87103
City of Alexandria	Sales and Use	P.O Box 178	Alexandria	VA	22313
City of Alexandria, Virginia Finance Department	Annual Reporting	301 King Street	Alexandria	VA	22314
City of Alpharetta, Georgia Community Development Department	Annual Reporting	2 Park Plaza	Alpharetta	GA	30009
City of Altamonte Springs, Florida Clerk's Office	Annual Reporting	225 Newburyport Ave	Altamonte Springs	FL	32701
City of Ammon, Idaho	Annual Reporting	2135 S. Ammon Rod	Ammon	ID	83406
City of Anderson, South Carolina Business License Office	Annual Reporting	601 S Main Street	Anderson	SC	29624
City of Antioch, California Finance Department	Annual Reporting	200 H Street	Antioch	CA	94509
City of Arcadia, California Business License Office	Annual Reporting	PO Box 60021	Arcadia	CA	91066
City of Atlanta, Georgia Business Tax Division	Annual Reporting	55 Trinity Avenue SW, Suite 1350	Atlanta	GA	30303
City of Auburn	Sales and Use	144 Tichenor Avenue, Suite 6	Auburn	AL	36830
City of Auburn, Alabama Finance Department - Revenue Office	Annual Reporting	144 Tichenor Ave, STE 5	Auburn	AL	36830
City of Auburn, Washington	Annual Reporting	1 E Main Street	Auburn	WA	98001
City of Augusta, Georgia License and Inspection Department	Annual Reporting	1815 Marvin Griffin Rd	Augusta	GA	30906
City of Aurora	Sales and Use	PO Box 913200	Denver	CO	80291
City of Aurora, Colorado Finance Department	Annual Reporting	15151 E Alameda Parkway, STE 1100	Aurora	CO	80012
City of Aurora, Colorado Tax and Licensing	Annual Reporting	15151 E Alameda Parkway, STE 1100	Aurora	CO	80012
City of Aventura, Florida Community Development Department	Annual Reporting	19200 West Country Club Drive	Aventura	FL	33180
City of Aventura, Florida Community Development Department	Annual Reporting	19200 West Country Club Drive	Aventura	FL	33180
City of Avondale	Sales and Use	11465 W Civic Dr #270	Avondale	AZ	85323
City of Avondale, Arizona Finance Department	Annual Reporting	11465 W Civic Center Drive #270	Avondale	AZ	85323
City of Bakersfield, California Treasury Division	Annual Reporting	PO Box 2057	Bakersfield	CA	93303
City of Baltimore, Maryland Clerk of the Circuit Court	Annual Reporting	200 Holiday Street, Room 7	Baltimore	MD	21202

City of Baton Rouge - Parish of East Baton Rouge, Louisiana Department of Finance, Revenue Division	Annual Reporting	222 Saint Louis Street, Room 404	Baton Rouge	LA	70802
City of Beaverton, Oregon	Annual Reporting	12725 SW Milkman Way, 2nd Floor	Beaverton	OR	97005
City of Bellevue, Washington Tax Division	Annual Reporting	PO Box 90012	Bellevue	WA	98009
City of Bellingham, Washington Finance Department	Annual Reporting	210 Lottie ST	Bellingham	WA	98225
City of Bend, Oregon Business License Program	Annual Reporting	PO Box 1348	Bend	OR	97709
City of Berwyn, Illinois Licensing and Collections	Annual Reporting	6700 West 26th ST	Berwin	IL	60402
City of Billings, Montana Department of Finance	Annual Reporting	210 N. 27th Street	Billings	MT	59101
City of Biloxi, Mississippi	Annual Reporting	PO Box 508	Biloxi	MS	39533
City of Birmingham	Sales and Use	PO Box 830638	Birmingham	AL	35283
City of Birmingham, Alabama Tax and License Division	Annual Reporting	710 North 20th Street	Birmingham	AL	35203
City of Boca Raton, Florida Business Tax Authority	Annual Reporting	200 NW 2nd Ave	Boca Raton	FL	33432
City of Boulder Sales and Use Division	Sales and Use	PO Box 791	Boulder	CO	80306
City of Bowling Green, Kentucky	Income and Franchise	PO Box 1410	Bowling Green	KY	42102
City of Boynton Beach, Florida Development Services Department	Annual Reporting	3301 Quantum Blvd, STE 101	Boynton Beach	FL	33426
City of Brea, California Business License Tax Division	Annual Reporting	1 Civic Center Circle	Brea	CA	92821
City of Brentwood, Missouri	Annual Reporting	2348 S Brentwood Blvd	Brentwood	MO	63144
City of Broomfield	Sales and Use	PO Box 407	Broomfield	CO	80038
City of Buford, Georgia Occupational Tax Department	Annual Reporting	2300 Buford Highway	Buford	GA	30518
City of Burbank, California Community Services Building	Annual Reporting	150 N. Third Street	Burbank	CA	91502
City of Burlington via Washington Business Licensing Service	Annual Reporting	PO Box 9034	Olympia	WA	98507
City of Burlington, Washington Finance Department	Annual Reporting	740 Burlington Blvd	Burlington	WA	98233

City Of Calumet City, Illinois Office of the City Clerk	Annual Reporting	204 Pulaski Rd	Calumet City	IL	60409
City of Cambridge	Property	PO Box 458	Cambridge	Ontario	NIR 5WB
City of Cape Girardeau, Missouri	Annual Reporting	400 Independence Street	City of Cape Girardeau	MO	63703
City of Capitola, California Finance Department	Annual Reporting	420 Capitola Ave	Capitola	CA	95010
City of Carlsbad, California Finance Department	Annual Reporting	1635 Faraday Ave	Carlsbad	CA	92008
City of Centennial	Sales and Use	PO Box 17383	Denver	CO	80217
City of Cerritos, California Business License Division	Annual Reporting	18125 Bloomfield Ave	Cerritos	CA	90703
City of Chandler	Sales and Use	PO Box 15001, Mail stop 701	Chandler	AZ	85244
City of Chandler, Arizona Tax and License Division	Annual Reporting	MS 701; PO Box 2008	Chandler	AZ	85244
City of Charleston, South Carolina Revenue Collections Division	Annual Reporting	4045 Bridge View Drive	North Charleston	SC	29405
City of Charleston, West Virginia City Collector's Office	Annual Reporting	915 Quarrier Street, Suite 4	Charleston	WV	25301
City of Charlottesville	Sales and Use	PO Box 2964	Charlottesville	VA	22902
City of Charlottesville, Virginia Commissioner of the Revenue	Annual Reporting	605 E Main Street	Charlottesville	VA	22902
City of Chesapeake	Sales and Use	PO Box 15285	Charlottesville	VA	23328
City of Chesapeake, Virginia Commissioner of the Revenue	Annual Reporting	PO Box 15285	Chesapeake	VA	23328
City of Chesterfield, Missouri Finance Department and Administration	Annual Reporting	690 Chesterfield Parkway West	Chesterfield	MO	63017
City of Chicago, Illinois Department of Business Affairs and Consumer Protection	Annual Reporting	121 N LaSalle St #805	Chicago	IL	60602
City of Chico, California Finance Department	Annual Reporting	PO Box 3420	Chico	CA	95927
City of Chigago	Sales and Use	22149 Network Place	Chicago	IL	60673
City of Chino Hills, California Business License Division	Annual Reporting	14000 City Center Dr	Chino Hills	CA	91709
City of Chino, California Finance Department	Annual Reporting	13220 Central Ave	Chino	CA	91710
City of Cincinnati Income Tax Division	Income and Franchise	PO Box 637876	Cincinnati	OH	45263

City of Citrus Heights, California Finance Department	Annual Reporting	6360 Fountain Square Dr	Citrus Heights	CA	95621
City of Clarksville via Tennessee Department of Revenue	Annual Reporting	150 Washington Ave	Memphis	TN	38103
City of Clearwater, Florida Planning and Development Department	Annual Reporting	100 S Myrtle Ave	Clearwater	FL	33756
City of Coconut Creek, Florida	Annual Reporting	4800 West Copans Road	Coconut Creek	FL	33063
City of Collierville via Tennessee Department of Revenue	Annual Reporting	150 Washington Ave	Memphis	TN	38103
City of Colorado Springs	Sales and Use	DEPT 2408	Denver	CO	8025
City of Columbia, Missouri Finance Department	Annual Reporting	PO Box 6015	Columbia	MO	65205
City of Columbia, South Carolina Business License Division	Annual Reporting	PO box 147	Columbia	SC	29217
City of Coral Gables, Florida Finance Department	Annual Reporting	405 Biltmore Way, 1st Floor	Coral Gables	FL	33134
City of Coral Gables, Florida Planning and Zoning Division	Annual Reporting	405 Biltmore Way, 1st Floor	Coral Gables	FL	33134
City of Coral Springs, Florida	Annual Reporting	9500 W Sample Road	Coral Springs	FL	33065
City of Corona, California Finance Department	Annual Reporting	8839 N Cedar Ave #212	Fresno	CA	93720
City of Cranston, Rhode Island City Clerk	Annual Reporting	869 Park Avenue	Cranston	RI	2910
City of Creve Coeur, Missouri	Annual Reporting	300 N. New Ballas Raod	Creve Coeur	MO	63141
City of Dania Beach, Florida Finance Department	Annual Reporting	100 West Dania Beach Blvd	Dania Beach	FL	33004
City of Davenport, Iowa	Annual Reporting	226 West Fourth Street	Davenport	IA	52801
City of Daytona Beach, Florida Permit and Licensing Division	Annual Reporting	PO Box 311	Daytona Beach	FL	32115
City of Des Peres, Missouri Clerks Office	Annual Reporting	12325 Manchester Road	Des Peres	MO	63131
City of Dothan, Alabama Clerks Department License Division	Annual Reporting	126 N. Saint Andrews Street	Dothan	AL	36303
City of Douglasville, Georgia	Annual Reporting	PO Box 219	Douglasville	GA	30133
City of Dover, Delaware Department of Inspections	Annual Reporting	PO Box 475	Dover	DE	19903
City of Dublin, Ohio Tax Division	Income and Franchise	PO Box 9062	Dublin	OH	43017

City of Dunwoody, Georgia Finance & Administration Department	Annual Reporting	4800 Ashford Dunwoody Road	Dunwoody	GA	30338
City of El Paso Tax Assessor-Collector	Property	PO Box 2992	El Paso	TX	79999
City of El Segundo, California Finance Department	Annual Reporting	350 Main Street	El Segundo	CA	90245
City of Emeryville, California Finance Department	Annual Reporting	1333 Park Avenue	Emeryville	CA	94608
City of Encinitas, California City Clerk's Department	Annual Reporting	505 S. Vulcan Ave	Encinitas	CA	92024
City of Escondido, California Business License Division	Annual Reporting	201 N. Broadway	Escondido	CA	92025
City of Fairfield, California Community Development Department	Annual Reporting	1000 Webster Street	Fairfield	CA	94533
City of Fairlawn, Ohio	Income and Franchise	PO Box 5433	Fairlawn	OH	44334
City of Fairview Heights, Illinois	Annual Reporting	10025 Bunkum Road	Fairview Heights	IL	62208
City of Farragut via Tennessee Department of Revenue	Annual Reporting	150 Washington Ave	Memphis	TN	38103
City of Fayetteville, Georgia Occupational Tax Clerk	Annual Reporting	240 Glynn Street South	Fayetteville	GA	30214
City of Fernandina Beach, Florida	Annual Reporting	20 Ash Street	Fernandina Beach	FL	32034
City of Florence, Kentucky	Annual Reporting	PO Box 1327	Florence	KY	41022
City of Florence, South Carolina	Annual Reporting	324 West Evans Street	Florence	SC	29501
City of Florence, South Carolina Business License Office	Annual Reporting	324 West Evans Street	Florence	SC	29501
City of Florissant, Missouri	Annual Reporting	955 Rue St. Francois	Florissant	MO	63031
City of Flowood, Mississippi Clerk's Office	Annual Reporting	PO Box 320069; 2101 Airport Road	Flowood	MS	39232
City of Foley	Sales and Use	PO Drawer 1750	Foley	AL	36536
City of Folsom, California via MuniServices, LLC	Annual Reporting	373 East Shaw Avenue Box 367	Fresno	CA	93710
City of Fort Lauderdale, Florida Finance Department	Annual Reporting	100 N. Andrews Avenue, 1st Floor	Fort Lauderdale	FL	33301
City of Fort Smith, Arkansas Finance Department	Annual Reporting	PO Box 1908	Fort Smith	AR	72902

City of Franklin via Tennessee Department of Revenue	Annual Reporting	150 Washington Ave	Memphis	TN	38103
City of Fredericksburg Treasurer	Sales and Use	PO Box 644	Fredericksburg	VA	22404
City of Fredericksburg, Virginia Commissioner of the Revenue	Annual Reporting	PO Box 644 - City Hall	Fredericksburg	VA	22404
City of Fremont, California Revenue and Treasury Division	Annual Reporting	39550 Liberty Street	Fremont	CA	94538
City of Fresno, California Finance Department	Annual Reporting	PO Box 45017	Fresno	CA	93718
City of Fresno, California Tax Division	Annual Reporting	PO Box 45017	Fresno	CA	93718
City of Gadsden, Alabama Revenue Department	Annual Reporting	PO Box 267	Gadsden	AL	35902
City of Gainesville, Florida Billing and Collection Division	Annual Reporting	PO Box 490, Station 8	Gainesville	FL	32627
City of Garland	Property	PO Box 462010	Garland	TX	75046
City of Germantown via Tennessee Department of Revenue	Annual Reporting	150 Washington Ave	Memphis	TN	38103
City of Glenarden, Maryland	Annual Reporting	8600 Glenarden Parkway	Glenarden	MD	20706
City of Glendale, California Community Development Department	Annual Reporting	8839 N Cedar Ave #212	Fresno	CA	93720
City of Grand Junction	Sales and Use	250 N 5th Street	Grand Junction	CO	81501
City of Grandville, Michigan	Annual Reporting	3195 Wilson Ave., SW	Grandville	MI	49418
City of Greenville, South Carolina Business License Office	Annual Reporting	PO Box 2207	Greenville	SC	29602
City of Greenwood Village	Sales and Use	PO Box 910841	Denver	CO	80274
City of Gresham, Oregon Department of Finance Business License Section	Annual Reporting	1333 NW Eastman Parkway	Gresham	OR	97030
City of Grosse Pointe Woods, Michigan	Annual Reporting	20025 Mack Plaza Drive	Grosse Pointe Woods	MI	48236
City of Harper Woods, Michigan	Annual Reporting	19617 Harper Avenue	Harper Woods	MI	48225
City of Hattiesburg, Mississippi Administration Department	Annual Reporting	PO Box 1898	Hattiesburg	MS	39403
City of Henderson, Nevada Finance Department	Annual Reporting	PO Box 95050	Henderson	NV	89009
City of Hendersonville via Tennessee Department of Revenue	Annual Reporting	150 Washington Ave	Memphis	TN	38103
City of Hialeah, Florida Business Tax Division	Annual Reporting	501 Palm Avenue	Hialeah	FL	33010

City of High Point, North Carolina Revenue Collection Division	Annual Reporting	PO Box 10039	High Point	NC	27261
City of Highland Park, Illinois Office of Business Development	Annual Reporting	1707 St. Johns Avenue	Highland Park	IL	60035
City of Hillsboro, Oregon Department of Finance	Annual Reporting	150 E. Main Street	Hillsboro	OR	97123
City of Homewood, Alabama Business License Department	Annual Reporting	PO Box 59656	Homewood	AL	35259
City of Hoover, Alabama Revenue Department	Annual Reporting	PO Box 360628	Hoover	AL	35236
City of Huntington, West Virginia Finance Division	Annual Reporting	PO Box 1659	Huntington	WV	25717
City of Huntsville, Alabama Clerk-Treasurer Department	Annual Reporting	308 Fountain Circle	Huntsville	AL	35801
City of Independence, Missouri Finance Department, Licensing Division	Annual Reporting	111 E. Maple Street	Independence	MO	64050
City of Irvine, California Business License Office	Annual Reporting	1 Civic Center Plaza	Irvine	CA	92606
City of Issaquah via Washington Business Licensing Service	Annual Reporting	PO Box 9034	Olympia	WA	98507
City of Jackson Income Tax Division	Income and Franchise	161 W Michigan Ave.	Jackson	MI	49201
City of Jackson via Tennessee Department of Revenue	Annual Reporting	150 Washington Ave	Memphis	TN	38103
City of Jackson, Mississippi Department of Planning and Development, Signs & License Division	Annual Reporting	200 South President Street PO Box 22708	Jackson	MS	39225
City of Jacksonville Beach, Florida City Clerk's Office	Annual Reporting	11 3rd St N	Jacksonville	FL	32250
City of Johnson via Tennessee Department of Revenue	Annual Reporting	150 Washington Ave	Memphis	TN	38103
City of Jonesboro, Arkansas Finance Department	Annual Reporting	300 S Church Street	Jonesboro	AR	71401
City of Joplin, Missouri Finance Department	Annual Reporting	602 S Main St	Joplin	MO	64801
City of Kansas City, Missouri Finance Department	Annual Reporting	PO Box 801751	Kansas City	MO	64180
City of Kansas City, Missouri Revenue Division	Income and Franchise	PO Box 84322	Kansas City	MO	64184

City of Kennewick via Washington Business Licensing Service	Annual Reporting	PO Box 9034	Olympia	WA	98507
City of Kettering, Ohio Income Tax Dept.	Income and Franchise	PO Box 639409	Cincinnati	OH	45263
City of Knoxville via Tennessee Department of Revenue	Annual Reporting	150 Washington Ave	Memphis	TN	38103
City of La Mesa, California	Annual Reporting	8130 Allison Ave	La Mesa	CA	91942
City of Lake Charles, Louisiana Department of Finance	Annual Reporting	326 Pujo Street	Lake Charles	LA	70601
City of Lake Saint Louis, Missouri	Annual Reporting	200 Civic Center Dr	Lake Saint Louis	MO	63367
City of Lakeland, Florida Business Tax Office	Annual Reporting	228 S Massachusetts Ave	Lakeland	FL	33801
City of Lakewood Revenue Division	Sales and Use	PO Box 17479	Denver	CO	80217
City of Lakewood, California Business License Division	Annual Reporting	5050 Clark Avenue	Lakewood	CA	90712
City of Laredo	Property	PO Box 6548	Laredo	TX	78042
City of Larkspur, California via MuniREVS	Annual Reporting	372 E Shaw Ave, Box 367	Fresno	CA	93710
City of Las Cruces, New Mexico Community Development	Annual Reporting	700 N Main	Las Cruces	NM	88001
City of Las Vegas, Nevada Business Licensing Division	Annual Reporting	PO Box 748018	Los Angeles	CA	90074
City of Layton, Utah Municipal Offices Building and Licensing Division	Annual Reporting	437 M Wasatch Dr	Layton	UT	84041
City of Leawood, Kansas Community Development Department	Annual Reporting	4800 Town Center Drive	Leawood	KS	66211
City of Leeds	Sales and Use	1040 Park Drive	Leeds	AL	35094
City of Lee's Summit, Missouri Department of Development Center	Annual Reporting	220 SE Green Street	Lee's Summit	MO	64063
City of Lenexa, Kansas Community Development Department	Annual Reporting	17101 W. 87th St Pkwy	Lenexa	KS	66219
City of Little Rock, Arkansas Treasury Management Division	Annual Reporting	500 West Markham, Room 208	Little Rock	AR	72201
City of Lone Tree	Sales and Use	PO Box 17987	Denver	CO	80217
City of Lone Tree, Colorado Revenue and Licensing Clerk	Annual Reporting	9220 Kimmer Dr., Suite 100	Lone Tree	CO	80214

City of Los Angeles, California Office of Finance	Annual Reporting	PO Box 513996	Los Angeles	CA	90051
City of Loveland	Sales and Use	PO Box 0845	Loveland	CO	80539
City of Lynchburg, Virginia Commissioner of the Revenue	Annual Reporting	PO Box 858	Lynchburg	VA	24505
City of Lyndon, Kentucky	Annual Reporting	515 Wood road	Louisville	KY	40222
City of Lynnwood via Washington Business Licensing Service	Annual Reporting	PO Box 9034	Olympia	WA	98507
City of Madison Heights, Michigan	Annual Reporting	300 W 13 Mile Road	Madison Heights	MI	48071
City of Margate, Florida Business License Department	Annual Reporting	901 NW 66th Ave	Margate	FL	33063
City of Maumee, OH	Income and Franchise	400 Conant ST.	Maumee	OH	4537
City of McAllen Tax Office	Property	PO Box 220	McAllen	TX	78505
City of Medford, Oregon Finance Department	Annual Reporting	200 S. Ivy Street, 2nd Floor, B/L	Medford	OR	97501
City of Memphis via Tennessee Department of Revenue	Annual Reporting	150 Washington Ave	Memphis	TN	38103
City of Merced, California Finance Department	Annual Reporting	678 West 18th Street, Dept BL	Merced	VA	95340
City of Mesa	Sales and Use	PO Box 16350	Mesa	AZ	85211
City of Mesquite Tax Office	Property	PO Box 850267	Mesquite	TX	75185
City of Miami, Florida Finance Department	Annual Reporting	444 SW 2nd Ave, 6th Floor	Miami	FL	33130
City of Missoula, Montana Finance Department, Business Licensing Division	Annual Reporting	435 Ryman Street	Missoula	MT	58902
City of Mobile, Alabama Revenue Department	Annual Reporting	205 Government Street, South Tower	Mobile	AL	36602
City of Modesto, California Finance Department	Annual Reporting	1010 10th Street, Suite 2100	Modesto	CA	95354
City of Monroe	Sales and Use	PO Box 123	Monroe	LA	71210
City of Monroe, Louisiana City Hall Annex	Annual Reporting	PO Box 123	Monroe	LA	71210
City of Monroe, Ohio Income Tax Dept.	Income and Franchise	PO Box 629	Monroe	OH	45050
City of Montclair, California	Annual Reporting	PO Box 2308	Montclair	CA	91763

City of Monterey Park, California Finance Department	Annual Reporting	320 West Newmark Avenue	Monterey Park	CA	91754
City of Montgomery Alabama	Sales and Use	PO Box 830469	Birmingham	AL	35283
City of Montgomery Revenue	Sales and Use	PO Box 5070	Montgomery	AL	36103
City of Montgomery Revenue	Sales and Use	PO Box 5070	Montgomery	AL	36103
City of Montgomery, Alabama License and Revenue Division	Annual Reporting	PO Box 5070	Montgomery	AL	3610
City of Morgan Hill, California Finance Department	Annual Reporting	8839 N Cedar Ave #212	Fresno	CA	93720
City of Morrow, Georgia Business License Department	Annual Reporting	1500 Morrow Road	Morrow	GA	30260
City of Mt. Juliet via Tennessee Department of Revenue	Annual Reporting	150 Washington Ave	Memphis	TN	38103
City of Murfreesboro via Tennessee Department of Revenue	Annual Reporting	150 Washington Ave	Memphis	TN	38103
City of Murray, Utah Business Licensing	Annual Reporting	4646 South 500 West	Murray	UT	84123
City of Myrtle Beach, South Carolina Business License Division	Annual Reporting	921 N. Oak Street	Myrtle Beach	SC	29578
City of Nashville via Tennessee Department of Revenue	Annual Reporting	150 Washington Ave	Memphis	TN	38103
City of National City, California Finance Department	Annual Reporting	1243 National City Blvd	National City	CA	91950
City of New Bedford Treasurer-Collector's Office	Property	PO Box 844551	Boston	MA	02284
City of New Bedford Treasurer-Collector's Office	Property	PO Box 844551	Boston	MA	02284
City of New Carrollton, Maryland	Annual Reporting	6016 Princess Garden Parkway	New Carrollton	MD	29784
City of Newark, California Finance Department	Annual Reporting	37101 Newark Blvd	Newark	CA	94560
City of Newnan, Georgia Finance Department	Annual Reporting	PO Box 1193	Newnan	GA	30264
City of Newport News, Virginia Commissioner of the Revenue	Annual Reporting	2400 Washington Avenue	Newport News	VA	23607
City of Newport, Rhode Island City Clerk	Annual Reporting	43 Broadway	Newport	RI	2840
City of Norfolk, Virginia Commissioner of the Revenue	Annual Reporting	PO Box 2260	Norfolk	VA	23501

City of Norfolk, Virginia Commissioner of the Revenue	Annual Reporting	PO Box 2260	Norfolk	VA	23501
City of North Charleston, South Carolina Business License Office	Annual Reporting	4845 Bridge View Drive	North Charleston	SC	29405
City of North Little Rock, Arkansas Treasury Management Division	Annual Reporting	PO Box 5757	North Little Rock	AR	72119
City of Northglenn Finance Dept	Sales and Use	PO Box 5305	Denver	CO	80217
City of Norwood, OH Income Tax Dept.	Income and Franchise	4645 Montgomery Rd	Norwood	OH	45212
City of Novato, California via HDL Company	Annual Reporting	8839 N Cedar Ave #212	Fresno	CA	93720
City of Oakbrook Terrace, Illinois Finance Department	Annual Reporting	17W275 Butterfield Road	Oakbrook Terrace	IL	60181
City of Oakland, California Business Tax Office	Annual Reporting	250 Frank H. Ogawa Plaza, Suite 1320	Oakland	CA	94612
City of Ocala, Florida Growth Management Department	Annual Reporting	201 SE 3rd Street, 2nd Floor	Ocala	FL	34471
City of Oceanside, California	Annual Reporting	300 N. Coast Highway	Oceanside	CA	92054
City of Olympia via Washington State Department of Revenue	Annual Reporting	PO Box 9034	Olympia	WA	98507
City of Olympia, Washington Tax and License	Annual Reporting	PO Box 2009	Olympia	WA	98507
City of Ontario, Ohio	Income and Franchise	555 Stumbo Rd.	Ontario	OH	44906
City of Opelika, Alabama	Annual Reporting	204 S 7th Street	Opelika	AL	36803
City of Orange, California	Annual Reporting	300 E Chapman Ave	Orange	CA	92856
City of Orem, Utah Development Services	Annual Reporting	56 N State Street	Orem	UT	84057
City of Orlando, Florida Office of Permitting Services	Annual Reporting	PO Box 4990	Orlando	FL	21801
City of Ormond Beach, Florida Building Permits and Licenses Division	Annual Reporting	22 S. Beach Street, Room 104	Ormond Beach	FL	32174
City of Oviedo, Florida	Annual Reporting	400 Alexandria Blvd	Oviedo	FL	32765
City of Oxford, Mississippi	Annual Reporting	107 Courthouse SQ	Oxford	MS	38655
City of Oxnard, California Treasurers Office	Annual Reporting	214 South C Street	Oxnard	CA	93030

City of Paducash, Kentucky	Income and Franchise	PO Box 2697	Paducah	KY	42002
City of Palm Beach Gardens, Florida Business Services	Annual Reporting	10500 N. Military Trail	Palm Beach Gardens	FL	33410
City of Palm Desert, California Business License Department	Annual Reporting	73510 Fred Waring Drive	Palm Desert	CA	92260
City of Palmdale, California	Annual Reporting	38250 Sierra Hwy	Palmdale	CA	93550
City of Palo Alto, California Downtown Business and Professional Association via MuniServices, LLC	Annual Reporting	555 Bryant Street #821	Palo Alto	CA	94301
City of Panama Beach City, FL	Annual Reporting	116 S. Arnold Road	Panama City Beach	FL	32413
City of Pasadena, California Business Services Section	Annual Reporting	PO Box 7115	Pasadena	CA	91109
City of Peachtree City, Georgia Occupational Tax Department	Annual Reporting	310 Technology Pkwy	Peachtree Corners	GA	30092
City of Pembroke Pines, Florida Clerk's Office	Annual Reporting	601 City Center Way, LBTR - 4th Floor	Pembroke Pines	FL	33025
City of Pembroke Pines, Florida Clerk's Office	Annual Reporting	601 City Center Way, LBTR - 4th Floor	Pembroke Pines	FL	33025
City of Pensacola, Florida Business Tax Office	Annual Reporting	PO Box 12910	Pensacola	FL	32521
City of Peoria	Sales and Use	8401 W Monroe St	Peoria	AZ	85345
City of Peoria, Arizona Finance Department	Annual Reporting	8401 W. Monroe St	Peoria	AZ	85345
City of Perrysburg, Ohio	Income and Franchise	201 West Indiana Ave.	Perrysburg	OH	43551
City of Philadelphia Department of Revenue	Income and Franchise	PO Box 1660	Philadelphia	PA	19105
City of Phoenix	Sales and Use	305 West Washington Street, 1st Floor	Phoenix	AZ	85003
City of Plantation, Florida City Clerks Office	Annual Reporting	400 NW 73rd Avenue	Plantation	FL	33317
City of Plantation, Florida City Clerks Office	Annual Reporting	400 NW 73rd Avenue	Plantation	FL	33317
City of Pleasant Hill, California Business License Department	Annual Reporting	100 Gregory Lane	Pleasant Hill	CA	94523
City of Pleasanton, California Business License Office	Annual Reporting	PO Box 520	Pleasanton	CA	94566

City of Portland	Income and Franchise	111 SW Columbia St #600	Portland	OR	97201
City of Prairie Village, Kansas	Annual Reporting	7700 Mission Road	Prairie Village	KS	66208
City of Provo City, Utah Licensing Department	Annual Reporting	351 W Center Street	Provo	UT	84601
City of Puyallup via Washington Business Licensing Service	Annual Reporting	PO Box 9034	Olympia	WA	98507
City of Rancho Cucamonga, California	Annual Reporting	10500 Civic Center Drive	Rancho Cucamonga	CA	91729
City of Reading, Pennsylvania via Keystone Collections Group	Annual Reporting	546 Wendel Road	Irwin	PA	15642
City of Redding, California Office of the City Clerk	Annual Reporting	777 Cypress Avenue, 3rd Floor	Redding	CA	96049
City of Redmond, Washington	Annual Reporting	PO Box 97010	Redmond	WA	9807
City of Redwood City, California Finance Department	Annual Reporting	PO Box 3355	Redwood City	CA	94064
City of Reno, Nevada Business License Division	Annual Reporting	PO Box 1900	Reno	NV	89505
City of Richmond Heights, Missouri	Annual Reporting	1330 Big Bend Blvd	Richmond Heights	MO	63117
City of Riverbank, California Finance Department	Annual Reporting	6707 Third Street	Riverbank	CA	95367
City of Riverdale, Utah Business License Department	Annual Reporting	4600 South Weber River Drive	Riverdale	UT	84405
City of Riverside, California Finance Department	Annual Reporting	3900 Main Street	Riverside	CA	92522
City of Roanoke, Virginia Commissioner of the Revenue	Annual Reporting	PO Box 1451	Roanoke	VA	24007
City of Rock Hill, South Carolina Department of Finance Customer Services	Annual Reporting	155 Johnston Stree, Suite 300	Rock Hill	SC	29731
City of Rogers, Arkansas Office of the City Clerk	Annual Reporting	301 West Chestnut St	Rogers	AR	72756
City of Roseville, California Business Licensing	Annual Reporting	8839 N Cedar Ave #212	Fresno	CA	93720
City of Sacramento, California Department of Finance, Revenue Division	Annual Reporting	915 I Street, Room 1214	Sacramento	CA	95814
City of Salt Lake City, Utah Business License Office	Annual Reporting	PO Box 145458	Salt Lake City	UT	84114
City of San Diego, California Treasurers Office	Annual Reporting	PO Box 122289	San Diego	CA	92112

City of San Jose, California Finance Department	Annual Reporting	PO Box 39000	San Francisco	CA	94138
City of San Leandro, California Finance Department	Annual Reporting	8839 N Cedar Ave #212	Fresno	CA	93720
City of San Luis Obispo, California Finance Department	Annual Reporting	PO Box 8112	San Luis Obispo	CA	93403
City of San Mateo, California Business Tax Division	Annual Reporting	330 West 20th Avenue	San Mateo	CA	94403
City of San Ramon, California Business License Department	Annual Reporting	7000 Bollinger Canyon Road	San Ramon	CA	94583
City of Sandy, Utah Business License Office	Annual Reporting	10000 Centennial Parkway, Suite 210	Sandy	UT	84070
City of Santa Ana, California Business Tax Office	Annual Reporting	20 Civic Center Plaza; PO Box 1964	Santa Ana	CA	92702
City of Santa Barbara, California Business License Office	Annual Reporting	PO Box 1990	Santa Barbara	CA	9310
City of Santa Clara, California Municipal Services Division - Business License Unit	Annual Reporting	1500 Warburton Avenue	Santa Clara	CA	95050
City of Santa Fe Springs, California Business Department	Annual Reporting	11710 E. Telegraph Rd	Santa Fe Springs	CA	90670
City of Santa Fe, New Mexico Business Licensing	Annual Reporting	200 Lincoln Avenue	Santa Fe	NM	87504
City of Santa Monica, California Business and Revenue Operations Division	Annual Reporting	1717 4th Street Suite 150	Santa Monica	CA	90401
City of Santa Rosa, California via HDL	Annual Reporting	PO Box 1673	Santa Rosa	CA	95402
City of Sarasota, Florida Neighborhood and Development Services	Annual Reporting	1565 1st Street	Sarasota	FL	34236
City of Savannah, Georgia Revenue Department	Annual Reporting	305 Fahm Street; PO Box 1228	Savannah	GA	31402
City of Savannah, Georgia Revenue Department	Annual Reporting	305 Fahm Street; PO Box 1228	Savannah	GA	3140
City of Scottsdale	Sales and Use	7447 East Indian School Rd, Suite 110	Scottsdale	AZ	85251
City of Scottsdale, Arizona Tax and License Registration Office	Annual Reporting	PO Box 1600	Scottsdale	AZ	85252
City of Seal Beach, California Finance Department	Annual Reporting	211 8th Street	Seal Beach	CA	90740

City of Seattle, Washington Department of Finance and Administrative Services	Annual Reporting	PO Box 94689	Seattle	WA	98104
City of Shreveport, Louisiana Department of Finance	Annual Reporting	PO Box 30168	Shreveport	LA	71130
City of Slidell, Louisiana Finance Department	Annual Reporting	PO Box 828	Slidell	LA	70459
City of South Charleston, West Virginia Finance and Administration Department	Annual Reporting	PO Box 8597	South Charleston	WV	25303
City of South Jordan, Utah Business Licensing	Annual Reporting	1600 W. Towne Center Drive	South Jordan	UT	84095
City of Southaven, Mississippi Clerk Office	Annual Reporting	8710 Northwest Dr	Southaven	MS	38671
City of Spanish Fort, Alabama	Annual Reporting	7631 Spanish Fort Blvd	Spanish Fort	AL	36527
City of Spanish Fort, Alabama	Annual Reporting	7631 Spanish Fort Blvd	Spanish Fort	AL	36527
City of Spartanburg, South Carolina	Annual Reporting	PO drawer 1749	Spartanburg	SC	29304
City of Spartanburg, South Carolina Finance Division	Annual Reporting	PO drawer 1749	Spartanburg	SC	29304
City of Spokane via Washington Business Licensing Service	Annual Reporting	PO Box 9034	Olympia	WA	98507
City of Springdale, Ohio	Income and Franchise	11700 Springfield Pike	Springdale	OH	45246
City of Springfield, Missouri	Annual Reporting	840 N Boonville Ave	Springfield	MO	65802
City of St. George, Utah Economic and Housing Development Department	Annual Reporting	175 East 200 N	St George	UT	84770
City of St. Peters, Missouri	Annual Reporting	One St. Peters Centre Blvd	St. Peters	MO	63376
City of St. Petersburg, Florida Business Tax Division Billing & Collections	Annual Reporting	PO Box 33037	St. Petersburg	FL	33733
City of Stockton, California Business License Division	Annual Reporting	425 N El Dorado St.	Stockton	CA	95202
City of Stonecrest, Georgia Business License Department	Annual Reporting	3120 Stonecrest Blvd, STE 190, 1st Floor	Stonecrest	GA	30038
City of Sunrise, Florida Business Tax Division	Annual Reporting	1607 NW 136 Ave Bldg B	Sunrise	FL	33323
City of Sunset Hills, Missouri	Annual Reporting	3939 S. Lindbergh	Sunset Hills	MO	63127
City of Sweetwater, Florida Licensing Administrative Clerk	Annual Reporting	1701 NW 112 Ave #102	Sweetwater	FL	33172
City of Tacoma, Washington Tax and License Division	Annual Reporting	PO Box 11640	Tacoma	WA	98411

City of Tampa, Florida Business Tax Division	Annual Reporting	306 East Jackson Street	Tampa	FL	33602
City of Taylor, Michigan	Annual Reporting	23555 Goddard RD	Taylor	MI	48180
City of Temecula, California Finance Department	Annual Reporting	41000 Main Street	Temecula	CA	92590
City of Temple	Sales and Use	20 E. 6th Street, 3rd Floor	Temple	AZ	85281
City of Thousand Oaks, California Finance Department	Annual Reporting	2100 Thousand Oaks Blvd.	Thousand Oaks	CA	91362
City of Tigard, Oregon	Annual Reporting	13125 SW Hall Blvd	Tigard	OR	97223
City of Toledo, OH	Income and Franchise	1 Government CTR, Ste 2070	Toldeo	OH	43604
City of Torrance, California Finance Department	Annual Reporting	3031 Torrance Blvd.	Torrance	CA	90503
City of Trussville, Alabama Revenue Department	Sales and Use, Annual Reporting	PO Box 159	Trussville	AL	35173
City of Tucson	Sales and Use	PO Box 27320	Tuscon	AZ	85726
City of Tucson, Arizona Finance Department	Annual Reporting	PO Box 27210	Tuscon	AZ	85726
City of Tukwila via Washington Business Licensing Service	Annual Reporting	PO Box 9034	Olympia	WA	98507
City of Tukwila via Washington Business Licensing Service	Annual Reporting	PO Box 9034	Olympia	WA	98507
City of Tukwila, Washington Finance Department	Annual Reporting	6200 Southcenter Blvd	Tukwila	WA	98188
City of Tupelo, Mississippi Development Services	Annual Reporting	PO Box 1485	Tupelo	MS	38802
City of Tuscaloosa, Alabama Revenue Department	Annual Reporting	2501 7th Street, STE 100	Tuscaloosa	AL	35401
City of Tuscaloosa, Revenue Dept	Sales and Use	PO Box 2089	Tuscaloosa	AL	35403
City of Tustin, California Finance Department	Annual Reporting	300 Centennial Way	Tustin	CA	92780
City of Union Gap, Washington Finance Department	Annual Reporting	PO Box 3008	Union Gap	WA	98903
City of Utica, Michigan Clerk's Office	Annual Reporting	7550 Auburn Rd	Utica	MI	48317
City of Valdosta, Georgia	Annual Reporting	216 E Central Ave	Valdosta	GA	31601

City of Vero Beach, Florida Planning Department	Annual Reporting	1053 20th Place	Vero Beach	FL	32960
City of Vienna, West Virginia Office of the Treasurer	Annual Reporting	PO Box 5097	Vienna	WV	26105
City of Virginia Beach	Sales and Use	2401 Courthouse Drive	Virginia Beach	VA	23456
City of Virginia Beach, Virginia Commissioner of Revenue	Annual Reporting	2401 Courthouse Drive	Virginia Beach	VA	23456
City of Visalia, California Business Tax Division	Annual Reporting	PO Box 4002	Visalia	CA	93278
City of Walnut Creek, California Business License Division	Annual Reporting	1666 North Main Street	Walnut Creek	CA	94596
City of Warwick, Rhode Island Police Dept. - Licensing Unit	Annual Reporting	99 Veterans Memorial Dr	Warwick	RI	2886
City of West Covina, California Finance Department	Annual Reporting	8839 N Cedar Ave #212	Fresno	CA	93720
City of West Melbourne, Florida Finance Department	Annual Reporting	2240 Minton Road, First Floor	West Melbourne	FL	32904
City of Westminster	Sales and Use	PO Box 17107	Denver	CO	80217
City of Westminster, Colorado Department of Community Development	Annual Reporting	4800 W 92nd Ave	Westminster	CO	80031
City of Wilkes-Barre via Berkheimer Tax Administrator	Annual Reporting	PO Box 21810	Lehigh Valley	PA	18002
City of Winchester, Virginia Commissioner of the Revenue	Annual Reporting	PO Box 552	Winchester	VA	22604
City of Winter Garden, Florida Community Development Department	Annual Reporting	300 W Plant Street, Winter Garden City Hall	Winter Garden	FL	34787
City of Winter Park, Florida Building and Permitting Services Department	Annual Reporting	401 South Park Ave	Winter Park	FL	32789
City of Woodstock, Georgia Development Services Department	Annual Reporting	12453 GA-92	Woodstock	GA	30188
Clackamas County Tax Collector	Property	PO Box 6100	Portland	OR	97228
Claiborne Parish School District	Sales and Use	PO Box 600	Homer	LA	71040
Clark County Tax Collector	Property	500 S Grand Central Pkwy PO Box 551220	Las Vegas	NV	89155

Clark County, Nevada Business License Department	Annual Reporting	500 S. Grand Central Pkwy #3	Las Vegas	NV	89155
Clarke County Tax Commissioner	Property	PO Box 1768	Athens	GA	30603
Clarke County Tax Commissioner	Property	PO Box 1768	Athens	GA	30603
Clarksville City Tax Collector	Property	PO Box 928	Clarksville	TN	37041
Clay County Tax Assessor-Collector	Property	PO Box 218	Green Cove Springs	FL	32043
Clayton County Tax Commissioner	Property	121 S McDonough St Annex 3 2nd Floor	Jonesboro	GA	30236
Clear Creek ISD Tax Office	Property	PO Box 650395	Dallas	TX	75265
Cleark Treasurer Office	Sales and Use	308 Fountain Circle, 3rd Floor	Huntsville	AL	35801
Cleveland County Tax Collector	Property	201 S Jones Ave Ste 100	Norman	OK	73069
Cobb County Tax Commissioner	Property	PO Box 100127	Marietta	GA	30061
Cobb County, Georgia Community Development Department	Annual Reporting	PO Box 649	Marietta	GA	30061
Collier County Tax Collector	Property	3291 E. Tamiami Trail	Naples	FL	34112
Collier County, Florida Tax Collector's Office	Annual Reporting	2800 N Horseshoe Dr	Naples	FL	34104
Collierville City Tax Collector	Property	500 Poplar View Pkwy	Collierville	TN	38017
Collin County Tax Assessor-Collector	Property	PO Box 8046	McKinney	TX	75070
Colorado Department of Revenue	Sales and Use, Income and Franchise		Denver	CO	80261
Columbus Consolidated Government, Georgia Finance Department	Annual Reporting	PO Box 1397	Columbus	GA	31902
Columbus Consolidated Government, Georgia Finance Department	Annual Reporting	PO Box 1397	Columbus	GA	31902
Columbus Income Tax Division	Income and Franchise	PO Box 182437	Columbus	OH	43218
Comal County Tax Assessor-Collector	Property	PO Box 659480	San Antonio	TX	7826
Comite de gestion de la taxe scolaire	Property	500 Boul Cremazie E	Montreal	Quebec	H2P 1E7
Commissioner of Revenue - City of South Charleston, VA	Annual Reporting	PO Box 8597	South Charleston	WV	25303

Comptroller of Maryland Revenue Administration Division	Sales and Use, Income and Franchise	110 Carroll St Annapolis	Annapolis	MD	21411
Comptroller of Public Accounts	Sales and Use, Audit	PO Box 149354	Austin	TX	78714
Concordia Parish School Board	Sales and Use	PO BOX 160	Vidalia	LA	71373
Contra Costa County Tax Collector	Property	PO Box 7002	San Francisco	CA	94120
Contra Costa County, California Treasurer - Tax Collector Department	Annual Reporting	625 Court Street, STE 100	Martinez	CA	94553
Corporation Income Tax	Income and Franchise	PO Box 700	Jefferson City	MO	65105
Corporation Tax Return Processing Iowa Dept. of Revenue	Income and Franchise	PO Box 10468	Des Moines	IA	50306
County of Albemarle	Sales and Use	401 McIntire Road	Charlottesville	VA	2290
County of Fairfax	Sales and Use	12000 Government Government Center Pkw Suite 261	Fairfax	VA	22035-
County of Henrico	Sales and Use	PO Box 90791, Lockbox #4733	Henrico	VA	23228
County of Loudoun	Sales and Use	PO Box 7000	Leesburg	VA	20177
Coweta County Tax Commissioner	Property	PO Box 195	Newnan	GA	30264
Craighead County Tax Collector	Property	511 Union St Ste 107	Jonesboro	AR	72401
Cranberry Township, Pennsylvania via Berkheimer Tax Administrator	Annual Reporting	PO Box 21810	Lehigh Valley	PA	18002
Cranston City Tax Collector	Property	PO Box 1177	Providence	RI	02901
Craven County Tax Collector	Property	226 Pollock St	New Bern	NC	28560
Cumberland County Tax Collector	Property	PO Box 538313	Atlanta	GA	30353
Cypress-Fairbanks ISD Tax Office	Property	10494 Jones Rd Room 106	Houston	TX	77065
Dallas County Tax Assessor-Collector	Property	PO Box 139066	Dallas	TX	75313
Dallas County Utility and Reclamation District	Property	PO Box 140035	Irving	TX	75014
Danbury City Tax Collector	Property	PO Box 237	Danbury	CT	06813

Dartmouth Municipal Tax Collector	Property	PO Box 981003	Boston	MA	02298
Davidson County Trustee	Property	PO Box 1296358	Nashville	TN	37219
Davidson County via Tennessee Department of Revenue	Annual Reporting	150 Washington Ave	Memphis	TN	38103
Davis County Assessor	Property	PO Box 618	Farmington	UT	84025
DC Office of Tax and Revenue	Sales and Use	1101 4th Street, SW, Suite 270 West	Washington	DC	20024
Dearborn City Treasurer (Wayne)	Property	Dept 3101; PO Box 30516	Lansing	MI	48909
Dedham Municipal Tax Collector	Property	26 Bryant St	Dedham	MA	02026
DeKalb County Tax Commissioner	Property	PO Box 100004	Decatur	GA	30031
Dekalb County, Georgia Department of Planning and Sustainability	Annual Reporting	330 W Ponce de Leon Ave #2nd	Decatur	Georgia	30030
		100 W Main St			
Delaware County Treasurer	Property	Rm 102	Muncie	IN	47305
Delaware Department of Revenue	Annual Reporting	PO Box 8750	Wilmington	De	19899
Delaware Division of Revenue	Income and Franchise	PO Box 2044	Wilmington	DE	19801
Delaware Division of Revenue	Sales and Use	PO Box 2340	Wilmington	DE	19899
Delaware Division of Revenue	Annual Reporting	PO Box 8750	Wilmington	De	19899
Delta Township Treasurer (Eaton)	Property	PO Box 90223	Denton	TX	76202
Denton County Tax Assessor-Collector	Property	PO Box 90223	Denton	TX	76202
Denver County Tax Collector	Property	PO Box 17420	Denver	CO	80217
Department of Finance And Administration	Sales and Use	PO Box 3861	Little Rock	AR	72203
Department of Finance and Administration Corp. Income Tax Section	Income and Franchise	PO Box 919	Little Rock	AR	72203
Department of Finance, Treasury Division	Sales and Use	PO Box 660860	Dallas	TX	75266
Department of Revenue	Income and Franchise	PO Box 23191	Jackson	MS	39225
Department of Revenue	Sales and Use	500 Deaderick Street	Nashville	TN	37242
Department of Revenue Services	Sales and Use	PO Box 5030	Hartford	CT	06102
Department of Revenue Services State of Connecticut	Income and Franchise	PO Box 297	Hartford	CT	06104

Department of Taxation	Income and Franchise	PO Box 1500	Richmond	VA	23218
Deschutes County Tax Collector	Property	1300 NW Wall St Suite 203	Bend	OR	97701
DeSoto County Tax Collector	Property	365 Loshier St.,#110	Hernando	MS	38632
Desoto Parish Sales and Use Tax Commission	Sales and Use	PO Box 927; 211 Crosby street	Mansfield	LA	71052
Dickson City Borough, Pennsylvania via Berkheimer	Annual Reporting	PO Box 21810	Lehigh Valley	PA	18002
District of Columbia Department of Consumer and Regulatory Affairs	Annual Reporting	1100 4th St SW	Washington	DC	20024
District of Columbia Treasurer	Property	PO Box 98095	Washington	DC	20090
Division of Revenue Lex-Fay Urban Co Govt	Income and Franchise	PO Box 14058	Lexington	KY	40512
Division of Taxation	Income and Franchise	PO Box 281	Trenton	NJ	08695
Dona Ana County Tax Collector	Property	PO Box 1179	Las Cruces	NM	88004
DOR Headquarters	Income and Franchise	1800 Century Boulevard NE	Atlanta	GA	30345
Dougherty County Tax Commissioner	Property	PO Box 1827	Albany	GA	31702
Douglas County Tax Collector	Property	P O Box 2855	Omaha	NE	38103
Douglas County Tax Collector	Property	PO Box 1208	Castle Rock	CO	80104
Douglas County Tax Commissioner	Property	6200 Fairburn Rd	Douglasville	GA	30134
Durham County Tax Collector	Property	PO Box 30090	Durham	NC	27702
Duval County Tax Assessor-Collector	Property	PO Box 44009	Jacksonville	FL	32231
Duval County, Florida Tax Collectors Office	Annual Reporting	231 E. Forsyth Street, Suite 130	Jacksonville	FL	32202
E Baton Rouge Parish Tax Collector	Property	PO Box 919319	Dallas	TX	75391
East Carroll Parish	Sales and Use	PO Box 130	Vidalia	LA	71373
Easton Town Tax Collector (Talbot)	Property	PO Box 520	Easton	MD	21601
Eau Claire City Collector (Eau Claire)	Property	721 Oxford Ave Ste 1250	Eau Claire	WI	54703
El Paso County Tax Collector	Property	PO Box 2018	Colorado Springs	CO	80901
Enfield Town Tax Collector	Property	820 Enfield St	Enfield	CT	06082

Escambia County, Florida Tax Collectors Office	Annual Reporting, Property	PO Box 1312	Pensacola	FL	32591
Etowah County Tax Collector	Property	800 Forrest Avenue, Room 005	Gadsden	AL	35901
Etowah County, Alabama Probate Office	Annual Reporting	800 Forrest Ave \$122	Gadsden	AL	35901
Fairfax County Tax Collector	Property	PO Box 10201	Fairfax	VA	22035
Fairfax County, Virginia Department of Tax Administration	Annual Reporting	12000 Government Center Parkway	Fairfax	VA	22035
Fairfield Town Tax Collector	Property	PO Box 638	Fairfield	CT	06824
Fauquier County Tax Collector	Property	PO Box 677	Warrenton	VA	20188
Fayette County Tax Collector	Property	PO Box 34148	Lexington	KY	4058
Fayette County Tax Commissioner	Property	PO Box 70	Fayetteville	GA	30214
First and Main Business Imp Dist No. 2	Sales and Use	8930 E. Crescent Parkway , Suite 500	Greenwood Village	CO	80111
Flint Township Treasurer (Genesee)	Property	1490 S Dye RD	Flint	MI	48532
Florence City Tax Collector	Property	Dept 105 PO Box 1327	Florence	KY	41022
Florence County Treasurer	Property	PO Box 100501	Florence	SC	29502
Florida Department of Revenue	Sales and Use	5050 W Tennessee Street	Tallahassee	FL	32399
Forsyth County Tax Collector	Property	PO Box 82	Winston-Salem	NC	27102
Forsyth County Tax Commissioner	Property	1092 Tribble Gap Rd	Cumming	GA	30040
Forsyth County, Georgia Planning and Community Development	Annual Reporting	110 E Main Street #100	Cumming	GA	30040
Fort Bend County Levee District #2 (Fort Bend)	Property	11111 Katy Freeway Suite 725	Houston	TX	77079
Fort Bend County Tax Assessor-Collector	Property	PO Box 1028	Sugar Land	TX	77487
Fort Gratiot Township, Michigan	Annual Reporting	3720 Keewahdin Rd	Fort Gratiot	MI	48059
Framingham Municipal Tax Collector	Property	PO Box 724	Reading	MA	01867
Framingham Municipal Tax Collector	Property	PO Box 724	Reading	MA	01867
Franchise Tax Board	Income and Franchise	PO Box 942857	Sacramento	CA	94257
Franklin Municipal Tax Collector	Property	PO Box 986	Medford	MA	02155
Franklin Parish Sales Tax	Sales and Use	PO Box 337	Winnsboro	LA	71295

Frederick County Tax Collector	Property	30 N Market ST	Frederick	MD	21701
Frederick County, Maryland Clerk of the Circuit Court	Annual Reporting	101 North Court Street	Fredrick	MD	21701
Fredericksburg City Tax Collector	Property	PO Box 967	Fredericksburg	VA	22404
Fresno County Tax Collector	Property	PO Box 1192	Fresno	CA	93715
Fry Road MUD (Harris)	Property	11111 Katy Freeway #725	Houston	TX	77079
Fulton County Tax Commissioner	Property	PO Bx 105052	Atlanta	GA	30348
Garfield Township Treasurer (Grand Traverse)	Property	3848 Veterans Dr.	Traverse City	MI	49684
Garland ISD Tax Office	Property	PO Box 461407	Garland	TX	75046
Gaston County Tax Collector	Property	PO Box 1578	Gastonia	NC	28053
Georgia Department of Revenue	Sales and Use, Audit	PO Box 105408	Atlanta	GA	30348
Germantown City Tax Collector	Property	PO Box 5171	Memphis	TN	38101
Glastonbury Town Tax Collector	Property	PO Box 376	Glastonbury	CT	06033
Glendale City Collector (Milwaukee)	Property	5909 N Milwaukee River Pkwy	Glendale	WI	53209
Glynn County Tax Commissioner	Property	1725 Reynolds St Suite 100	Brunswick	GA	31520
Glynn County, Georgia Board of Commissioners, Occupation Tax Division	Annual Reporting	1725 Reynolds St. STE 200	Brunswick	GA	31520
Grand Chute Town Collector (Outagamie)	Property	1900 W Grand Chute Blvd	Grand Chute	WI	54913
Grand Rapids City Treasurer (Kent)	Property	300 Monroe Ave NW Rm 220	Grand Rapids	MI	49503
Grand Rapids Income Tax Department	Income and Franchise	PO Box 109	Grand Rapids	MI	49501
Grandville City Treasurer (Kent)	Property	300 Monroe Ave NW	Grand Rapids	MI	49503
Grant Parish Sales Tax Office	Sales and Use	PO Box 187	Colfax	LA	71417
Grapevine-Colleyville Area Tax Office	Property	PO Box 547	Grapevine	TX	76099
Green Bay City Collector (Brown)	Property	100 N Jefferson St., Room 106	Green Bay	WI	54301
Green Oak Township Treasurer (Livingston)	Property	10001 Silver Lake Rd	Brighton	MI	48116
Greene County Tax Collector	Property	940 N Boonville Ave	Springfield	MO	65802
Greene County, Missouri	Annual Reporting	840 Boonville Ave, 1st Floor	Springfield	MO	65802

Greenfield City Collector (Milwaukee)	Property	7325 W Forest Home Ave Rm 103	Greenfield	WI	53220
Greenville County Treasurer	Property	Department 390 PO Box 100221	Columbia	SC	29202
Greenwich Town Tax Collector	Property	PO Box 5038	New Britain	CT	06050
Grosse Pointe Woods City Treasurer (Wayne)	Property	205 Mack Plaza	Grosse Pointe Woods	MI	48236
Guilford County Tax Collector	Property	PO Box 71072	Charlotte	NC	28272
Gwinnett County Tax Commissioner	Property	PO Box 372	Lawrenceville	GA	30046
Gwinnett County, Georgia Licensing and Revenue Office	Annual Reporting	446 West Crogan Street	Lawrenceville	GA	30046
Hadley Municipal Tax Collector	Property	100 Middle St	Hadley	MA	01035
Hall County Tax Collector	Property	121 S Pine St Ste 2	Grand Island	NE	68801
Hamden Town Tax Collector	Property	2750 Dixwell Ave	Hamden	CT	06518
Hamilton County Treasurer	Property	33 N 9th St	Noblesville	IN	46060
Hamilton County Trustee	Property	PO Box 11047	Chattanooga	TN	37401
Hamilton County via Tennessee Department of Revenue	Annual Reporting	150 Washington Ave	Memphis	TN	38103
Hampstead Town Tax Collector (Carroll)	Property	1034 S Carroll St	Hampstead	MD	21074
Hanover Municipal Tax Collector	Property	PO Box 755	Reading	MA	01867
Harford County Tax Collector	Property	PO Box 609	Bel Air	MD	21014
Harford County, Maryland Clerk of the Circuit Court	Annual Reporting	20 W Courtland St	Bel Air	MD	21014
Harris County Improvement District #5 (Harris)	Property	17111 Rolling Creek Dr #200 PO Box 73109	Houston	TX	77273
Harris County MUD #257 (Harris)	Property	#5 Oaktree PO Box 1368	Friendswood	TX	77549
Harris County Tax Assessor-Collector	Property	PO Box 4622	Houston	TX	77210
Harris County WCID #116 (Harris)	Property	17111 Rolling Creek Dr #200 PO Box 73109	Houston	TX	77273
Harrison County Tax Collector	Property	PO Box 1270	Gulfport	MS	39502
Hawaii Department of Taxation	Income and Franchise	PO Box 3559	Honolulu	HI	96811
HCID 5 /Brays Oaks Mgmt Dist	Property	17111 Rolling Creek Dr #200 PO Box 73109	Houston	TX	77273
Hendersonville City Tax Collector	Property	101 Maple Dr North	Hendersonville	TN	37075
Hendricks County Treasurer	Property	PO Box 2027	Indianapolis	IN	46206

Henrico County Tax Collector	Property	PO Box 3370	Henrico	VA	23228
Henrico County, Virginia Department of Finance	Annual Reporting	PO Box 90775	Henrico	VA	23273
Henry County Tax Commissioner	Property	140 Henry Pkwy	McDonough	GA	30253
Henry County, Georgia Occupational Tax Division	Annual Reporting	140 Henry Pkwy	McDonough	GA	30253
Hidalgo County Tax Assessor-Collector	Property	PO Box 3337	Edinburg	TX	78540
Hillsborough County, Florida Tax Collector	Property, Annual Reporting	PO Box 30012	Tampa	FL	33630
Hinds County Tax Collector	Property	PO Box 1727	Jackson	MS	39215
Hingham Municipal Tax Collector	Property	PO Box 4191	Woburn	MA	01888
HM Revenue and Customs	Foreign Income	BX9 1AS		United Kingdom	
Holyoke Municipal Tax Collector	Property	City Hall PO Box 4135	Woburn	MA	01888
Horry County Treasurer	Property	PO Box 260107	Conway	SC	29528
Houston County Tax Collector	Property	PO Box 6406	Dothan	AL	36302
Howard County Tax Collector	Property	PO Box 3370	Ellicott City	MD	21041
		Lockbox A49			
Howard County Treasurer	Property	PO Box 2589	Fort Wayne	IN	46801
Howard County, Maryland Clerk of the Circuit Court	Annual Reporting	8360 Court Ave	Ellicott City	MD	21043
Humble ISD Tax Office	Property	PO Box 4020	Houston	TX	77210
Iberia Parish School Board	Sales and Use	PO Box 9770	New Iberia	LA	70562
Iberville Parish	Sales and Use	PO Box 355	Plaquemine	LA	70765
Idaho State Tax Commission	Income and Franchise	PO Box 56	Boise	ID	83756
Illinois Department of Revenue	Income and Franchise	PO Box 19008	Springfield	IL	62794
Illinois Department of Revenue Retailers Occupaion Tax	Sales and Use		Springfield	IL	62796
Indian River County Tax Collector	Property	PO Box 1509	Vero Beach	FL	32961
Indiana Department of Revenue	Sales and Use	PO Box 7218	Indianapolis	IN	46207
Internal Revenue Service Centralizd Insolvency Operation	Income and Franchise	PO Box 7346	Philadelphia	PA	19101
Iowa Department of Revenue	Sales and Use	PO Box 10412	Des Moines	IA	50306
Irving ISD Tax Office	Property	PO Box 152021	Irving	TX	75015

Jackson City Tax Collector	Property	101 E Main St, Suite 101	Jackson	TN	38301
Jackson County Tax Assessor-Collector	Property	P O Box 219747	Kansas City	MO	64121
Jasper County Tax Collector	Property	PO Box 421	Carthage	MO	64836
Jasper County, Missouri Collector's Office	Annual Reporting	302 S. Main Room 107	Carthage	MO	64836
JEDDS	Income and Franchise	PO Box 85038	Akron	OH	44308
Jefferson County Assistant Tax Collector	Property	PO Box 1190	Bessemer	AL	35021
Jefferson County Tax Assessor-Collector	Property	PO Box 2112	Beaumont	TX	77704
Jefferson County Tax Collector	Property	PO Box 34570	Louisville	KY	40232
Jefferson County Tax Collector	Property	716 Richard Arrington Jr Blvd N Rm 160	Birmingham	AL	35023
Jefferson County Tax Collector	Property	100 Jefferson Cty Pkwy Suite 2520	Golden	CO	80419
Jefferson County Treasurer	Sales and Use	Jefferson County Courthouse, Room 300	Birmingham	AL	35203
Jefferson County, Alabama Department of Revenue	Annual Reporting	716 Richard Arrington Jr. Blvd. N	Birmingham	AL	35203
Jefferson Davis School Board	Sales and Use	PO Box 1161	Jennings	LA	70546
Jefferson Parish Sheriff's Office Sales Tax Division	Sales and Use	PO Box 248	Gretna	LA	70054
Jefferson Parish Tax Collector	Property	PO Box 130	Gretna	LA	70054
Jefferson Parish, Louisiana Sheriffs Office Bureau of Revenue and Taxation	Annual Reporting	1233 Westbank Expressway	Harvey	LA	70058
Johnson City Tax Collector	Property	PO Box 2227	Johnson City	TN	37605
Johnson County Treasurer	Property	PO Box 6095	Indianapolis	IN	46206
Kanawha County Tax Collector	Property	409 Virginia St. East Room 120	Charleston	WV	25301
Kanawha County Tax Collector	Property	409 Virginia St. East Room 120	Charleston	WV	25301
Kansas Corporate Tax Kansas Department of Revenue	Income and Franchise	PO Box 758571	Topeka	KS	66675
Kansas Department of Revenue	Sales and Use	PO Box 3506	Topeka	KS	66625
Kenton County Fiscal Court	Income and Franchise	PO Box 792	Cincinnati	OH	41012

Kenton County Tax Collector	Property	PO Box 188070	Erlanger	KY	41018
Kentucky Department of Revenue	Income and Franchise	PO Box 856905	Louisville	KY	40285
Kentucky State Treasurer	Sales and Use		Frankfort	KY	40620
Kentucky State Treasurer	Sales and Use		Frankfort	KY	40620
Kern County Tax Collector	Property	PO Box 541004	Los Angeles	CA	90054
King County Tax Collector	Property	500 Fourth Ave RM 600	Seattle	WA	98104
Kitsap County Tax Collector	Property	PO Box 169	Port Orchard	WA	98366
Knox County Trustee	Property	PO Box 70	Knoxville	TN	37901
Knox County via Tennessee Department of Revenue	Annual Reporting	150 Washington Ave	Memphis	TN	38103
Knoxville, City of	Property	PO Box 1028	Knoxville	TN	37901
Lafayette City Tax Collector	Property	PO Box 4024	Lafayette	LA	70502
Lafayette County Tax Collector	Property	300 N Lamar Blvd Ste 103	Oxford	MS	38655
Lafayette Parish School Board	Sales and Use	PO Box 3883	Lafayette	LA	70502
Lafayette Parish Tax Collector	Property	PO Box 52667	Lafayette	LA	70505
Lafayette, Louisiana Consolidated Government Permitting Division	Annual Reporting	220 West Willow Street, Building B	Lafayette	LA	70501
Lafourche Parish School Board	Sales and Use	PO Box 997	Thibodaux	LA	70302
Lake County Treasurer	Property	2293 N Main St Bldg A	Crown Point	IN	46307
Lamar County Tax Collector	Property	PO Box 309	Purvis	MS	39475
Lancaster County Tax Collector	Property	555 S. 10th St., Rm. 102	Lincoln	NE	68508
Lane County Tax Collector	Property	PO Box 3014	Portland	OR	97208
Lansing City Treasurer (Eaton)	Property	PO Box 40752	Lansing	MI	48901
Lansing City Treasurer (Ingham)	Property	PO Box 40752	Lansing	MI	48901
Laramie County Tax Collector	Property	PO Box 125	Cheyenne	WY	82003
Lasalle Parish	Sales and Use	PO Box 190	Vidalia	LA	71373
Lee County Tax Collector	Property	PO Box 1609	Fort Myers	FL	3390
Lee County Tax Collector	Property	PO Box 2413	Opelika	AL	36803
Lee County Tax Collector	Property	PO Box 271	Tupelo	MS	38802
Lee County, Florida Tax Collectors Office	Annual Reporting	2480 Thompson Street	Fort Meyers	FL	33901
Leesburg Town Tax Collector	Property	PO Box 9100	Leesburg	VA	20177

Leominster Municipal Tax Collector	Property	PO Box 457	Worcester	MA	01613
Leon County Tax Collector	Property	PO Box 1835	Tallahassee	FL	32302
Lexington County Treasurer	Property	PO Box 3000	Lexington	SC	29071
Lincoln Parish Sales and Use Tax Commission	Sales and Use	PO Box 863	Ruston	LA	71273
Livingston Parish School Board	Sales and Use	PO Box 1030	Livingston	LA	70754
Livingston Parish Tax Collector	Property	PO Box 370	Livingston	LA	70754
Livingston Parish, Louisiana Sheriff's Office, Occupational Licensing	Annual Reporting	PO Box 370	Livingston	LA	70754
Logan Township, Pennsylvania via Altoona Area School District Office	Annual Reporting	200R E Crawford Ave	Altoona	PA	16602
Long Hill Township, New Jersey Fire Prevention	Annual Reporting	915 Valley Road	Gillette	NJ	7933
Longmeadow Municipal Tax Collector	Property	20 Williams St	Longmeadow	MA	01106
Los Angeles County Tax Collector	Property	PO Box 54888	Los Angeles	CA	90054
Loudoun County Tax Collector	Property	PO Box 1000	Leesburg	VA	20177
Loudoun County, Virginia Commissioner of Revenue	Annual Reporting	PO Box 8000	Leesburg	VA	20177
Louisiana Department of Revenue	Income and Franchise, Audit	PO Box 91011	Baton Rouge	LA	70821
Louisiana Dept of Revenue	Sales and Use	PO Box 3138	Baton Rouge	LA	70821
Louisville Metro Revenue Commission	Income and Franchise	PO Box 35410	Louisville	KY	40232
Lowndes County Tax Commissioner	Property	PO Box 1409	Valdosta	GA	31603
Lubbock County Chief Appraiser	Property	PO Box 10568	Lubbock	TX	79408
Lynchburg City Tax Collector	Property	PO Box 9000	Lynchburg	VA	24505
Lynnfield Municipal Tax Collector	Property	55 Summer St	Lynnfield	MA	01940
Macon-Bibb County Tax Commissioner	Property	PO Box 4724	Macon	GA	31208
Macon-Bibb County, Georgia Business Development Services - Business License Division	Annual Reporting	200 Cherry St, STE 202	Macon	GA	31201
Madison City Collector (Dane)	Property	P O Box 2999	Madison	WI	5370
Madison County Tax Collector	Property, Sales and Use	100 Northside Sq	Huntsville	AL	35801

Madison County Trustee	Property	100 E Main St Rm 107	Jackson	TN	38301
Madison County via Tennessee Department of Revenue	Annual Reporting	150 Washington Ave	Memphis	TN	38103
Madison County, Alabama	Annual Reporting	100 Northside Square, 1st Floor	Huntsville	AL	35801
Madison Heights City Treasurer (Oakland)	Property	300 W. Thirteen Mile Rd.	Madison Heights	MI	48071
Madison Parish School Board	Sales and Use	PO Box 1830	Tallulah	LA	71284
Maine Revenue Services	Income and Franchise	PO Box 1064	Augusta	ME	04332
Maine Revenue Services	Sales and Use	PO Box 1065	Augusta	ME	04332
Mansfield Municipal Tax Collector	Property	PO Box 9192	Chelsea	MA	02150
Maricopa County Treasurer	Property	PO Box 52133	Phoenix	AZ	85072
Marin County Tax Collector	Property	PO Box 4220	San Rafael	CA	94913
Marion County Tax Collector	Property	PO Box 3416	Portland	OR	97208
Marple Township, Pennsylvania	Annual Reporting	227 S. Sproul Rd.	Broomall	PA	19008
Martin County Tax Assessor-Collector	Property	3485 SE Willoughby Blvd	Stuart	FL	34994
Martin County, Florida Tax Collectors Office	Annual Reporting	3485 SE Willoughby BLVD	Stuart	FL	34994
Mashpee Municipal Tax Collector	Property	PO Box 728	Medford	MA	02155
Mass. DOR	Income and Franchise	PO Box 7005	Boston	MA	2204
Massachusetts DOR	Sales and Use	PO Box 419257	Boston	MA	02241
McCracken County Clerk	Property	PO Box 609	Paducah	KY	42002
McCracken County Tax Collector	Property	300 Clarence Gaines St	Paducah	KY	42003
McLennan County Tax Assessor-Collector	Property	PO Box 406	Waco	TX	76703
Mecklenburg County Tax Collector	Property	PO Box 31457	Charlotte	NC	28231
Medford Municipal Tax Collector	Property	85 George P Hassett Dr	Medford	MA	02155
Memphis City Tax Collector	Property	PO Box 185	Memphis	TN	38101
Mequon City Collector (Ozaukee)	Property	11333 N Cedarburg Rd	Mequon	WI	53092
Merced County Tax Collector	Property	2222 M Street	Merced	CA	95340
Meriden City Tax Collector	Property	PO Box 150431	Hartford	CT	06115
Mesa County Tax Collector	Property	Dept 5027 PO Box 20000	Grand Junction	CO	81502

Metropolitan Trustee	Property	PO Box 305012	Nashville	TN	37230
Miami-Dade County, Florida Tax Collector's Office	Property, Annual Reporting	200 NW 2nd Avenue	Miami	FL	33128
Michigan Department of Treasury	Sales and Use, Audit	PO Box 30324	Lansing	MI	48909
Michigan Department of Treasury	Income and Franchise	PO Box 30803	Lansing	MI	48909
Middleton City Collector (Dane)	Property	7426 Hubbard Ave	Middleton	WI	53562
Midland County Chief Appraiser	Property	PO Box 908002	Midland	TX	79708
Milford City Tax Collector	Property	PO Box 3025	Milford	CT	06460
Millbury Municipal Tax Collector	Property	PO Box 793	Reading	MA	01867
Milwaukee City Collector (Milwaukee)	Property	PO Box 78776	Milwaukee	WI	53278
Minnesota Department of Revenue,	Sales and Use	PO Box 64622	St. Paul	MN	55164
Minnesota Revenue	Income and Franchise	Mail Station 1250	St. Paul	MN	55145
Ministry of Finance	Sales and Use	PO BOX 200	Regina	Saskatchewan	S4P2Z6
Mississippi Department of Revenue	Sales and Use	PO Box 960	Jackson	MS	39205
Missouri Department of Revenue	Sales and Use, Audit	PO Box 840	Jefferson City	MO	65105
Missouri Department of Revenue	Sales and Use, Audit	PO Box 840	Jefferson City	MO	65105
Mobile Alabama Revenue Dept	Sales and Use	PO Box 3065	Mobile	AL	35562
Mobile County	Sales and Use	PO Drawer 161009	Mobile	AL	36616
Mobile County Tax Collector	Property	PO Box 1169	Mobile	AL	36633
Mobile County, Alabama	Annual Reporting	PO Box 161009	Mobile	AL	36616
Monongalia County Tax Collector	Property	Tax Office 243 High St. Rm 300	Morgantown	WV	26505
Monroe County Treasurer	Property	PO Box 1209	Fairfield	OH	45018
Montana Department of Revenue	Income and Franchise	PO Box 8021	Helena	MT	59604
Monterey County Tax Collector	Property	PO Box 891	Salinas	CA	9390
Montgomery County Commission	Sales and Use	PO Box 4779	Montgomery	AL	36103
Montgomery County Tax Assessor-Collector	Property	400 N San Jacinto St	Conroe	TX	77301

Montgomery County Tax Collector	Property	PO Box 824860	Philadelphia	PA	19182
Montgomery County Tax Collector	Property	755 Roanoke St Ste 1B	Christiansburg	VA	24073
Montgomery County Tax Collector	Property	PO Box 4720	Montgomery	AL	3610
Montgomery County Trustee	Property	PO Box 1005	Clarksville	TN	37041
Montgomery County via Tennessee Department of Revenue	Annual Reporting	150 Washington Ave	Memphis	TN	38103
Montgomery County, Maryland Clerk of the Circuit Court	Annual Reporting	50 Maryland Ave	Rockville	MD	20850
Montgomery Township, Pennsylvania Business Tax Office	Annual Reporting	100 Stump Rd	Montgomeryville	PA	18936
Moore County Tax Collector	Property	PO Box 1809	Carthage	NC	28327
Morehouse Sales and Use Tax Commission	Sales and Use	PO Box 672	Bastrop	LA	71221
Morrow City Tax Collector	Property	1500 Morrow Rd	Morrow	GA	30260
Mount Juliet Tax Collector	Property	PO Box 618	Mount Juliet	TN	37121
Mount Laurel Township, New Jersey Municipal Clerk's Office	Annual Reporting	100 Mount Laurel Rd	Mount Laurel	NJ	8054
Multnomah County Tax Collector	Property	12221 Merit Dr. Suite 1200	Dallas	TX	75251
Municipality of Hoover	Sales and Use	PO Box 11407	Hoover	AL	35246
Municipality of Monroeville, Pennsylvania Business Tax Office	Annual Reporting	2700 Monroeville Blvd	Monroeville	PA	15146
Murfreesboro City Tax Collector	Property	PO Box 1139	Murfreesboro	TN	37133
Muscogee County Tax Commissioner	Property	PO Box 1441	Columbus	GA	31902
Nassau County Tax Collector	Property	86130 License Rd, Suite 3	Fernandina Beach	FL	32034
NCDOR	Income and Franchise	PO Box 25000	Raleigh	NC	27640
Nebraska Department of Revenue	Sales and Use	PO Box 98923	Lincoln	NE	68509
Nebraska Department of Revenue	Income and Franchise	PO Box 94818	Lincoln	NE	6850
Nevada Department of Taxation	Sales and Use	PO Box 7165	SAN FRANCISCO,	CA	94120-
Nevada Department of Taxation	Income and Franchise	PO Box 5113	Los Angeles	CA	90051
New Carrollton City Tax Collector (Prince Georges)	Property	6016 Princess Garden Parkway	New Carrollton	MD	20784

New Hanover County Tax Collector	Property	PO Box 580070	Charlotte	NC	28258
New Mexico Taxation and Revenue Department	Income and Franchise	PO Box 25127	Santa Fe	NM	87504
New Orleans City Tax Collector	Property	Department 165025 P O Box 62600	New Orleans	LA	70162
Newport City Tax Collector	Property	43 Broadway	Newport	RI	02840
Newport News City	Sales and Use	2400 WASHINGTON AVENUE	Newport News	VA	23607
Newport News City Tax Collector	Property	PO Box 975	Newport News	VA	23607
Newton Municipal Tax Collector	Property	PO Box 9137	Newton	MA	02460
NH Dept of Revenue Administration	Income and Franchise	PO Box 637	Concord	NH	03302
NM Taxation and Revenue Department	Sales and Use	PO Box 25128	Santa Fe,	NM	87504
Norcross City Tax Collector	Property	65 Lawrenceville St	Norcross	GA	30071
Norfolk City Tax Collector	Property	PO Box 3215	Norfolk	VA	23514
Norfolk City Treasurer	Sales and Use	PO Box 2260	Norfolk	VA	23501
North Andover Municipal Tax Collector	Property	PO Box 184	Medford	MA	02155
North Attleborough Municipal Tax Collector	Property	PO Box 315	Medford	MA	02155
North Brunswick Township, New Jersey Clerk's Office	Annual Reporting	710 Herman Road	North Brunswick	NJ	8902
North Carolina Dept of Revenue	Sales and Use	PO Box 25000	Raleigh	NC	27640
North Dakota Tax Commissioner	Sales and Use	PO Box 5623	Bismark	ND	58506
North Hills School District/Ross Township, Pennsylvania Tax Office	Annual Reporting	135 Sixth Ave	Pittsburgh	PA	15229
Northborough Municipal Tax Collector	Property	63 Main St	Northborough	MA	01532
Northwest Harris County MUD #21 (Harris)	Property	11111 Katy Freeway Suite 725	Houston	TX	77079
Nueces County Tax Assessor-Collector	Property	PO Box 2810	Corpus Christi	TX	78403
NYC Department of Finance Business Corporation Tax	Income and Franchise	PO Box 5564	Binghamton	NY	13902
NYS Sales Tax Processing	Sales and Use, Audit	PO Box 15172	Albany	NY	12212

NYS Tax Department RPC - Corp Tax	Income and Franchise, Audit	90 Cohoes Ave	Green Island	NY	12183
Office of State Tax Commissioner	Income and Franchise	600 E. Boulevard Ave. Dept. 127	Bismarck	ND	58505
Office of Tax and Revenue	Income and Franchise	1101 4th Street, SW, Ste 270 West	Washington	DC	20024
Office of the Tax Administrator	Sales and Use	PO Box 29844	Phoenix	AZ	85038
Ohio Department of Taxation	Sales and Use, Audit	PO Box 16561	Columbus	OH	43216
Okaloosa County Tax Collector	Property	PO Box 1390	Niceville	FL	32588
Okaloosa County, Florida Tax Collectors Office	Annual Reporting	1250 N. Eglin Parkway	Shalimar	FL	32579
Oklahoma County Tax Collector	Property	PO Box 268875	Oklahoma City	OK	73126
Oklahoma Department of Labor	Annual Reporting	3017 N Stiles, STE 100	Oklahoma City	OK	73105
Oklahoma Tax Comission	Income and Franchise	PO Box 268700	Oklahoma City	OK	73216
Oklahoma Tax Commission	Sales and Use	PO Box 26850	Oklahoma City	OK	73126
Onalaska City Collector (La Crosse)	Property	415 Main St	Onalaska	WI	54650
Orange County Tax Collector	Property	PO Box 1438	Santa Ana	CA	92702
Orange County Tax Collector	Property	PO Box 545100	Orlando	FL	32854
Orange County, Florida Tax Collector's Office	Annual Reporting	PO Box 545100	Orlando	FL	32854
Orange Town Tax Collector	Property	617 Orange Center Road	Orange	CT	06477
Oregon Department of Revenue	Income and Franchise, Audit	PO Box 14777	Salem	OR	97309
Orleans Parish Tax Collector	Property	PO BOX 60047	New Orleans	LA	70160
Osceola County Tax Collector	Property	PO Box 422105	Kissimmee	FL	34742
Osceola County, Florida Tax Collector	Annual Reporting	1 Courthouse Square, STE 1400	Kissimmee	FL	34741
Ouachita Parish Tax Collector	Property	PO Box 660587	Dallas	TX	75266
Oxford City Tax Collector	Property	107 Courthouse Sq	Oxford	MS	38655
PA Department of Revenue	Sales and Use	PO Box 280406	Harrisburg	PA	17128

PA Department of Revenue Bureau of Compliance	Income and Franchise	PO Box 280947	Harrisburg	PA	17128
Palm Beach County Tax Collector	Property	PO Box 3353	West Palm Beach	FL	33402
Palm Beach County, Florida Tax Collector's Office	Annual Reporting	PO Box 3353	West Palm Beach	FL	33402
Parish of Caldwell Sales Tax Fund	Sales and Use	PO Box 280	Vidalia	LA	71373
Parish of East Baton Rouge	Sales and Use	PO Box 2590	Baton Rouge	LA	70821
Parish of East Feliciana	Sales and Use	PO Box 397	Clinton	LA	70722
Parish of Terrebonne Sales Tax Fund	Sales and Use	PO Box 670	Houma	LA	70361
Parish of West Baton Rouge	Sales and Use	PO BOX 86	Port Allen	LA	70767
Pasadena ISD Tax Office	Property	PO Box 1318	Pasadena	TX	77501
Pasco County Tax Collector	Property	PO Box 276	Dade City	FL	33526
Pasco County, Florida Tax Collector's Office	Annual Reporting	PO Box 276	Dade City	FL	33526
Peabody Municipal Tax Collector	Property	City Hall PO Box 3047	Peabody	MA	01961
Pierce County Tax Collector	Property	PO Box 11621	Tacoma	WA	98411
Pima County Treasurer	Property	PO Box 29011	Phoenix	AZ	85038
Pinellas County Tax Collector	Property	PO Box 31149	Tampa	FL	33631
Pitt County Tax Collector	Property	PO Box 875	Greenville	NC	27835
Placer County Tax Collector	Property	2976 Richardson Dr	Auburn	CA	95603
Plaquemines Parish Sales Tax Division	Sales and Use	333 F. Edward Hebert Blvd, Bldg 102, Suite 345	Bele Chasse	LA	70037
Platte County Tax Collector	Property, Annual Reporting	415 3rd St. Room 212	Platte City	MO	64079
Plymouth Municipal Tax Collector	Property	PO Box 4181	Woburn	MA	01888
Plymouth Township, Pennsylvania	Annual Reporting	700 Belvoir Road	Plymouth Meeting	PA	19462
Pointe Coupee Parish Sales and Use Tax Department	Sales and Use	PO Box 290	New Roads	LA	70760
Polk County Tax Collector	Property	PO Box 1189	Bartow	FL	33831
Polk County, Florida Tax Collector's Office	Annual Reporting	PO Box 2016	Bartow	FL	33831
Portage City Treasurer (Kalamazoo)	Property	79800 S Westnedge Ave	Portage	MI	49002
Potter County Tax Assessor-Collector	Property	PO Box 2289	Amarillo	TX	79105
Prince George's County Tax Collector	Property	PO Box 17578	Baltimore	MD	21297

Prince George's County, Maryland Clerk of the Circuit Court	Annual Reporting	14735 Main Street	Upper Marlboro	MD	20772
Prince William County	Sales and Use	PO Box 2467	Prince William	VA	22195
Prince William County Tax Collector	Property	PO Box 1600	Merrifield	VA	22116
Prince William County, Virginia Tax Administration Division	Annual Reporting	PO Box 2467	Woodbridge	VA	22195
Pulaski County Tax Collector	Property	PO Box 8101	Little Rock	AR	72203
Racine City Collector (Racine)	Property	Bin 88661	Milwaukee	WI	53288
Randall County Tax Assessor-Collector	Property	PO Box 9514	Amarillo	TX	79105
Rankin County Tax Collector	Property	211 E Government St Ste B	Brandon	MS	39042
Rapides Parish Sales & Use Tax Department	Sales and Use	5606 Coliseum Blvd	Alexandria	LA	71303
Rapides Parish Sales & Use Tax Department	Sales and Use	5606 Coliseum Blvd	Alexandria	LA	71303
Rapides Parish Sheriff's Office	Property	701 Murray St Ste 302	Alexandria	LA	71301
Rapides Parish, Louisiana Occupational License Tax	Annual Reporting	5606 Coliseum Blvd	Alexandria	LA	71303
Reading Municipal Tax Collector	Property	PO Box 1006	Reading	MA	01867
Regional Income Tax Agency	Income and Franchise	PO Box 89475	Cleveland	OH	44101
Retailers Occupaion Tax	Sales and Use		Springfield	IL	62796
Revenue Québec	Foreign Income, Sales and Use	3800, rue de Marly C.	Quebec	Quebec	G1X4A5
Rib Mountain Town Collector (Marathon)	Property	227800 Snowbird Ave	Wausau	WI	54401
Richland County Treasurer	Property	PO Box 8028	Columbia	SC	29202
Richland County Treasurer	Property	PO Box 8028	Columbia	SC	29202
Richland County Treasurer	Property	PO Box 8028	Columbia	SC	29202
Richland County Treasurer	Property	PO Box 8028	Columbia	SC	29202
Richland County, South Carolina Business Service Center	Annual Reporting	2020 Hampton Street, Suite 1050	Columbia	SC	29202
Richland Parish Tax Commission	Sales and Use	PO Box 688	Rayville	LA	71269
Richmond County Tax Commissioner	Property	535 Telfair St Suite 100	Augusta	GA	30901
Riverside County Tax Collector	Property	PO Box 12005	Riverside	CA	92502
Roanoke City Tax Collector	Property	PO Box 1451	Roanoke	VA	24007

Roanoke County Tax Collector	Property	PO Box 791269	Baltimore	MD	21279
Roanoke County, Virginia Commissioner of the Revenue	Annual Reporting	PO Box 1451	Roanoke	VA	24007
Rockwall County Central Appraisal District	Property	841 Justin Rd	Rockwall	TX	75087
Rocky Mount City Tax Collector	Property	PO Box 1180	Rocky Mount	NC	27802
Rutherford County Trustee	Property	PO Box 1316	Murfreesboro	TN	37133
Rutherford County Trustee	Property	PO Box 1316	Murfreesboro	TN	37133
Rutherford County via Tennessee Department of Revenue	Annual Reporting	150 Washington Ave	Memphis	TN	38103
Sabine Parish Sales and Use Tax Commission	Sales and Use	PO Box 249	Many	LA	71449
Sacramento County Tax Collector	Property	PO Box 508	Sacramento	CA	95812
Sacramento County, California Department of Finance, Revenue Division	Annual Reporting	700 H Street, Room 1710	Sacramento	CA	95814
Saginaw Charter Township, Michigan Clerk's Office, Township Clerk	Annual Reporting	PO Box 6400	Saginaw	MI	48608
Saint Charles County Tax Collector	Property	201 N Second St Suite 134	Saint Charles	MO	63301
Saint Johns County, Florida Tax Collector's Office	Annual Reporting	PO Box 9001	St. Augustine	FL	32085
Saint Joseph County Treasurer	Property	PO Box 4758	South Bend	IN	46634
Saint Louis County Tax Collector	Property	41 S Central Ave	St. Louis	MO	63105
Saint Tammany Parish Tax Collector	Property	PO Box 61080	New Orleans	LA	70161
Sales and Use Tax	Sales and Use	PO Box 999	Trenton	NJ	08646
Sales Tax Department	Sales and Use	PO Box 440	Fort Collins	CO	80522
Salisbury City Tax Collector (Wicomico)	Property	125 N Division #1	Salisbury	MD	21801
Salt Lake County Treasurer	Property	PO Box 410470	Salt Lake City	UT	84141
Salt River Pima-Maricopa Indian Community, Arizona	Annual Reporting	PO Box 29844	Phoenix	AZ	85038
San Bernardino County Tax Collector	Property	268 W. Hospitality Lane First Floor	San Bernardino	CA	92415
San Diego County Tax Collector	Property	PO Box 129009	San Diego	CA	92112
San Francisco County Tax Collector	Property	PO Box 7427	San Francisco	CA	94120
San Joaquin County Tax Collector	Property	PO Box 2169	Stockton	CA	95201

San Luis Obispo County Tax Collector	Property	1055 Monterey Street Room D-290	San Luis Obispo	CA	93408
San Mateo County Tax Collector	Property	PO Box 45901	San Francisco	CA	94145
Santa Barbara County Tax Collector	Property	PO Box 579	Santa Barbara	CA	93102
Santa Clara County Tax Collector	Property	70 West Hedding St. 6th Floor East Wing	San Jose	CA	95110
Santa Cruz County Tax Collector	Property	PO Box 1817	Santa Cruz	CA	95061
Santa Fe County Tax Collector	Property	100 Catron St.	Santa Fe	NM	87501
Sarasota County, Florida Tax Collector's Office	Property, Annual Reporting	101 S. Washington Blvd	Sarasota	FL	34236
Saugus Municipal Tax Collector	Property	PO Box 4157	Woburn	MA	01888
Savannah City Tax Collector	Property	PO Box 1228	Savannah	GA	31402
SC Department of Revenue	Income and Franchise	PO Box 125	Columbia	SC	29214
Sebastian County Tax Collector	Property	PO Box 1358	Fort Smith	AR	72902
Sedgwick County Treasurer	Property	PO Box 2961	Wichita	KS	67201
Seminole County, Florida Tax Collector	Annual Reporting, Property	PO Box 630	Sanford	FL	32772
Shasta County Tax Collector	Property	PO Box 991830	Redding	CA	96099
Shawnee County Treasurer	Property	PO Box 419452	Kansas City	MO	64141
Shelby County Business Revenue Office	Sales and Use	200 West College Street, Room 115	Columbiana	AL	35051
Shelby County Tax Collector	Property	PO Box 1298	Columbiana	AL	35051
Shelby County Trustee	Property	PO Box 2751	Memphis	TN	38101
Shelby County via Tennessee Department of Revenue	Annual Reporting	150 Washington Ave	Memphis	TN	38103
Shreveport City Tax Collector	Property	PO Box 30040	Shreveport	LA	71130
Simsbury Town Tax Collector	Property	PO Box 4156	Woburn	MA	01888
Skagit County Tax Collector	Property	PO Box 518	Mount Vernon	WA	98273
Smith County Tax Assessor-Collector	Property	PO Box 2011	Tyler	TX	75710
Snohomish County Tax Collector	Property	PO Box 34171	Seattle	WA	98124
Solano County Tax Collector	Property	675 Texas Street, Suite 1900	Fairfield	CA	94533
Somerville Municipal Tax Collector	Property	PO Box 197	Somerville	MA	02143

Sonoma County Tax Collector	Property	585 Fiscal Drive, Room 100	Santa Rosa	CA	95403
South Dakota Department of Revenue	Sales and Use, Audit	445 E. Capitol Ave	Pierre,	SD	57501
South Portland Municipal Tax Collector	Property	PO Box 6700	Lewiston	ME	04243
South Windsor Town Tax Collector	Property	1540 Sullivan Ave	South Windsor	CT	06074
South Windsor Town Tax Collector	Property	1540 Sullivan Ave	South Windsor	CT	06074
Southbury Town Tax Collector	Property	PO Box 4110 Dept 3610	Woburn	MA	01888
Spartanburg County Treasurer	Property	PO Box 100260	Columbia	SC	29202
Spokane County Tax Collector	Property	PO Box 199	Spokane	WA	99210
Spokane County Treasurer	Property	808 W Spokane Falls Blvd	Spokane	WA	99201
Spring Branch ISD Tax Office	Property	PO Box 19037	Houston	TX	77224
Spring ISD Tax Office	Property	P O Box 4826	Houston	TX	77210
St. Bernard Parish	Sales and Use	PO Box 168	Chalmette	LA	70044
St. Charles County, Missouri	Annual Reporting	201 N Second Street, Room 541	St. Charles	MO	63301
St. Charles Parish School Board	Sales and Use	13855 River Road	Luling	LA	70070
St. Charles Parish, Louisiana Sheriffs Office Tax Collection and Licenses Division	Annual Reporting	PO Box 440	Hahnville	LA	70057
St. James Parish School Board	Sales and Use	P. O. Box 368	Lutcher	LA	70071
St. John the Baptist Parish Sales and Use Tax Office	Sales and Use	PO Box 2066	LaPlace	LA	70069
St. Landry Parish School Board	Sales and Use	PO Box 1210	Opelousas	LA	70571
St. Martin Parish School Board	Sales and Use	PO BOX 1000	Breaux Bridge	LA	70517
St. Mary Sales and Use Tax Department	Sales and Use	PO Drawer 1279	Morgan City	LA	70381
St. Tammany Parish, Louisiana Tax Collector	Annual Reporting	300 Brownswitch Road	Slidell	LA	70458
Stamford City Tax Collector	Property	888 Washington Blvd	Stamford	CT	06901
Stanislaus County Tax Collector	Property	PO Box 859	Modesto	CA	95353
State of Hawaii Department of Taxation	Sales and Use	PO Box 1425	Honolulu	HI	96806
State of New Jersey Sales & Use Tax	Sales and Use	PO Box 999	Trenton	NJ	08646
State of Rhode Island	Sales and Use	One Capital Hill, Suite 4	Providence	RI	02908

State of Rhode Island Corporation Division of Taxation	Income and Franchise	PO Box 9702	Providence	RI	02940
State of West Virginia, State Tax Department, Tax Account Administration Div	Sales and Use	PO Box 1826	Charleston	WV	25327
State of West Virginia, State Tax Department, Tax Account Administration Div	Sales and Use	PO Box 1826	Charleston	WV	25327
State Tax Commission	Sales and Use	PO Box 76	Boise	ID	83707
Sumner County Trustee	Property	355 N Belvedere Dr Rm 107	Gallatin	TN	37066
Sumner County via Tennessee Department of Revenue	Annual Reporting	150 Washington Ave	Memphis	TN	38103
Sumter County Tax Collector	Property	220 E McCollum Ave	Bushnell	FL	33513
Talbot County, Maryland Clerk of the Circuit Court	Annual Reporting	11 N Washington Street	Easton	MD	21601
Tangipahoa Parish School Board	Sales and Use	PO Box 159	Amite	LA	70422
Tarrant County Tax Assessor-Collector	Property	100 E Weatherford	Fort Worth	TX	76196
Tax Collection Office Fayette County Public Schools	Income and Franchise	PO Box 55570	Lexington	KY	40555
Tax Collector - Parish of St. Tammany	Sales and Use	PO Box 61041	New Orleans	LA	70161
Tax Commission	Sales and Use	210 N 1950 W	Salt Lake City	UT	84134
Tax Trust Account Sales Tax Division	Sales and Use	PO Box 830725	Birmingham	AL	35283
Taxation Division	Sales and Use	PO Box 840	Jefferson City	MO	65105
Taxpayer Service Division	Sales and Use	110 Carrol Street	Annapolis	MD	21411
Taylor County Chief Appraiser	Property	PO Box 1800	Abilene	TX	79604
Tennessee Department of Revenue	Income and Franchise	1301 Riverfront Pkwy, Ste 203	Chattanooga	TN	37402
Tennessee Department of Revenue	Sales and Use	500 Deaderick Street	Nashville	TN	37242
Tensas Parish	Sales and Use	PO Box 430	Vidalia	LA	71373
Terrebonne Parish Tax Collector	Property	PO Drawer 1670	Houma	LA	70361
Terrebonne Parish, Louisiana Sales and Use Tax Department	Annual Reporting	PO Box 670	Houma	LA	70361

Texas Comptroller of Public Accounts	Income and Franchise	PO Box 1469348	Austin	TX	78714
The Director, Provincial Sales Tax	Sales and Use	PO BOX 9433 Stn Prov Govt	Victoria	British Columbia	V8W9W7
The Minister of Finance	Sales and Use	401 York Ave Room 101	Winnipeg	Manatoba	R3C0P8
Thurston County Tax Collector	Property	2000 Lakeridge Dr SW	Olympia	WA	98502
Tippecanoe County Treasurer	Property	20 N 3rd St	Lafayette	IN	47901
Town of Blacksburg, Virginia Finance Department	Annual Reporting	300 South Main Street; PO Box 90003	Blacksburg	VA	24062
Town of Castle Rock	Sales and Use	PO Box 17906	Denver	CO	80217
Town of Colma, California Clerks Office	Annual Reporting	1198 El Camino Real	Colma	CA	94014
Town of Cutler Bay, Florida Finance Department	Annual Reporting	10720 Caribbean Blvd, Suite 105	Cutler Bay	FL	33189
Town of Farragut, Tennessee Town Clerk Office	Annual Reporting	11408 Municipal Center Drive	Farragut	TN	37934
Town of Gilbert, Arizona Department of Finance and Management Services	Annual Reporting	90 E Civic Center Drive	Gilbert	AZ	85296
Town of Hilton Head Island, South Carolina Revenue and Collections Division	Annual Reporting	One Town Center Court	Hilton Head Island	SC	29928
Town of Leesburg	Sales and Use	Town of Leesburg	Leesburg	VA	20176
Town of Leesburg, Virginia Finance Department	Annual Reporting	25 W Market Street	Leesburg	VA	20176
Town of Leesburg, Virginia Finance Department	Annual Reporting	25 W Market Street	Leesburg	VA	20176
Town of Los Gatos, California Finance Department	Annual Reporting	PO Box 697	Los Gatos	CA	95031
Town of Mount Pleasant, South Carolina Licensing Section	Annual Reporting	100 Ann Edwards Lane	Mouth Pleasant	SC	29464
Town of Normal, Illinois Town Clerk	Annual Reporting	PO Box 22009	Charleston	SC	29413
Town of Prescott Valley, Arizona Office of the Town Clerk	Annual Reporting	7501 E Civic Circle	Prescott Valley	AZ	86314
Town of Summerville, South Carolina	Annual Reporting	200 South Main Street	Summerville	SC	29483
Town of Warrenton, Virginia Finance Department	Annual Reporting	PO Box 341	Warrenton	VA	20188

Township of Abington, Pennsylvania Office of the Treasurer	Annual Reporting	1176 Old York Road	Abington	PA	19001
Township of Flint, Michigan City Clerk	Annual Reporting	2nd floor City Hall 201-C; 1101 S Saginaw St	Flint	MI	48502
Township of Hempfield, Pennsylvania via Keystone Collections Group	Annual Reporting	PO Box 1898	Irwin	PA	15642
Township of Irvington, New Jersey	Annual Reporting	1 Civic Square	Irvington	NJ	7111
Township of Lower Merion, Pennsylvania Finance Department	Annual Reporting	75 East Lancaster Avenue	Ardmore	PA	19003
Township of Middletown, Pennsylvania via Berkheimer Tax Administrator	Annual Reporting	325-A N. Pottstown Pike	Exton	PA	19341
Township of Springfield, Pennsylvania	Annual Reporting	50 Powell Road	Springfield	PA	19064
Township of Whitehall, Pennsylvania Business License Department	Annual Reporting	3221 MacArthur Rd	Whitehall	PA	18052
Travis County Tax Assessor-Collector	Property	PO Box 149328	Austin	TX	78714
Treasurer, Chesterfield County	Sales and Use	PO Box 124	Chesterfield	VA	23832
Treasurer, City of Roanoke	Sales and Use	PO Box 1451	Roanoke	VA	24007
Tulare County Tax Collector	Property	PO Box 30329	Los Angeles	CA	9003
Tuscaloosa County	Sales and Use	PO Box 20738	Tuscaloosa	AL	35402
Tuscaloosa County Tax Collector	Property	714 Greensboro Ave Rm 124	Tuscaloosa	AL	35401
Twin Falls County Tax Collector	Property	PO Box 88	Twin Falls	ID	83303
Union Parish Sales and Use Tax Commission	Sales and Use	PO Box 903	Ruston	LA	71273
United ISD Tax Office	Property	3501 E Saunders	Laredo	TX	78041
Upper Merion Township, Pennsylvania Business Tax Office	Annual Reporting	175 W. Valley Forge Road	King of Prussia	PA	19406
Utah County Treasurer	Property	100 East Center St Suite 1200	Provo	UT	84606
Utah State Tax Commission	Sales and Use	210 N 1950 W	Salt Lake City	UT	84134
Utah State Tax Commission	Income and Franchise	210 North 1950 West	Salt Lake City	UT	84134
Vanderburgh County Treasurer	Property	PO Box 77	Evansville	IN	47701
Ventura County Tax Collector	Property	PO Box 845642	Los Angeles	CA	90084

Vermillion Parish School Board	Sales and Use	PO Box 1508	Abbeville	LA	70511
Vermont Department of Taxes	Income and Franchise	133 State Street	Montpelier	VT	05633
Vermont Department of Taxes	Sales and Use	PO Box 547	Montpelier	VT	05601
Vernon Parish School Board	Sales and Use	117 Belview Road	Leesville	LA	71446
Vigo County Treasurer	Property	191 Oak St	Terre Haute	IN	47807
Village of Addison, Illinois Finance Department	Annual Reporting	1 Friendship Plaza	Addison	IL	60101
Village of Addison, Illinois Finance Department	Annual Reporting	1 Friendship Plaza	Addison	IL	60101
Village of Arlington Heights, Illinois Department of Planning & Community Development	Annual Reporting	33 S. Arlington Heights Road	Arlington Heights	IL	60005
Village of Bloomingdale, Illinois Business Licenses and Permits	Annual Reporting	201 S. Bloomingdale Road	Bloomingtondale	IL	60108
Village of Bolingbrook, Illinois	Annual Reporting	375 W. Briarcliff Road	Bolingbrook	IL	60440
Village of Evergreen Park, Illinois Village Clerk's Office	Annual Reporting	9418 S. Kedzie Ave.	Evergreen Park	IL	60805
Village of Gurnee, Illinois Revenue Collection	Annual Reporting	325 N. O'Plaine Road	Gurnee	IL	60031
Village of Kildeer, Illinois	Annual Reporting	21911 Quentin Road	Kildeer	IL	60047
Village of Niles, Illinois Business Licensing Division	Annual Reporting	1000 Civic Center Drive	Niles	IL	60714
Village of Norridge, Illinois	Annual Reporting	4000 N. Olcott Avenue	Norridge	IL	60706
Village of Oak Lawn, Illinois	Annual Reporting	9446 S Raymond Ave	Oak Lawn	IL	60453
Village of Orland Park, Illinois	Annual Reporting	14700 Ravinia Avenue	Orland Park	IL	60462
Village of Oswego, Illinois	Annual Reporting	100 Parkers Mill	Oswego	IL	60543
Village of River Forest, Illinois	Annual Reporting	400 Park Avenue	River Forest	IL	60305
Village of Schaumburg, Illinois Collection/Business License Division	Annual Reporting	101 Schaumburg Court	Schaumburg	IL	60193
Village of Skokie, Illinois Community Development Department	Annual Reporting	5127 Oakton Street	Skokie	IL	60077
Village of Wellington, Florida	Annual Reporting	12300 Forest Hill Blvd	Wellington	FL	33414
Village of Wilmette, Illinois	Annual Reporting	1200 Wilmette Ave.	Wilmette	IL	60091
Ville de Montreal	Property	PO Box 11043 Downtown Station	Montreal	Quebec	H3C 4X8

Virginia Beach City Tax Collector	Property	Municipal Center - Bldg 1 2401 Courthouse Dr	Virginia Beach	VA	23456
Virginia Department Of Taxation	Sales and Use	PO Box 26627	Richmond	VA	231261-6627
Volusia County Tax Collector	Property	123 W Indiana Ave Rm 103	DeLand	FL	32720
Volusia County, Florida Tax Processing Center	Annual Reporting	123 W Indiana Ave, Room 103	DeLand	FL	32720
Wake County Tax Collector	Property	PO Box 580084	Charlotte	NC	28258
Warren County Tax Collector	Property	PO Box 807	Bowling Green	KY	42102
Warrenton Town Tax Collector	Property	PO Box 341	Warrenton	VA	20188
Warwick City Tax Collector	Property	PO Box 981027	Boston	MA	02298
Washington Business Licensing Service	Annual Reporting	PO Box 9034	Olympia	WA	98507
Washington County Assessor	Property	87 N 200 E Ste 201	St George	UT	84770
Washington County Tax Collector	Property	PO Box 3587	Portland	OR	97208
Washington County Trustee	Property	PO Box 215	Jonesborough	TN	37659
Washington County via Tennessee Department of Revenue	Annual Reporting	150 Washington Ave	Memphis	TN	38103
Washington County, Maryland Clerk of the Circuit Court	Annual Reporting	24 Summit Avenue	Hagerstown	MD	21740
Washington Department of Revenue	Annual Reporting	PO Box 9034	Olympia	WA	98507
Washington Parish Sheriff's Office Sales and Use Tax Div	Sales and Use	PO Box 508	Franklinton	LA	70438
Washington State Department of Revenue	Annual Reporting	PO Box 9034	Olympia	WA	98507
Washington State Dept of Revenue	Sales and Use	PO Box 47464	Olympia	WA	98504
Washoe County Tax Collector	Property	PO Box 30039	Reno	NV	89520
Waterbury City Tax Collector	Property	PO Box 1560	Hartford	CT	06144
Waterford Town Tax Collector	Property	15 Rope Ferry Road	Waterford	CT	06385
Wauwatosa City Collector (Milwaukee)	Property	7725 W North Ave	Wauwatosa	WI	53213
Webb County Tax Assessor-Collector	Property	PO Box 420128	Laredo	TX	78042
Weber County Assessor	Property	2380 Washington Blvd Suite 380	Ogden	UT	84401

Webster Parish Sales & Use Tax Commission	Sales and Use	PO Box 357	MINDEN	LA	71058
Wellesley Municipal Tax Collector	Property	525 Washington St	Wellesley	MA	02482
West Carroll Parish Sales/Use Tax Dept	Sales and Use	410 Willis Street	Oak Grove	LA	71263
West Feliciana Parish School Board	Sales and Use	PO BOX 1910	St. Francisville	LA	70775
West Hartford Town Tax Collector	Property	Lockbox #411 PO Box 5047	New Britain	CT	06050
West Hartford Town Tax Collector	Property	Lockbox #411 PO Box 5047	New Britain	CT	06050
West Park MUD (Harris)	Property	PO Box 1819	Houston	TX	77251
West Virginia State Tax Department Tax Account Administration	Income and Franchise	PO Box 1202	Charleston	WV	25324
West Windsor Township, New Jersey	Annual Reporting	271 Clarksville Road	Princeton Junction	NJ	8550
Westminster City Tax Collector (Carroll)	Property	56 W Main St	Westminster	MD	21157
Westport Town Tax Collector	Property	PO Box 350	Westport	CT	06881
Westwood Municipal Tax Collector	Property	580 High St	Westwood	MA	02090
Whatcom County Tax Collector	Property	PO Box 34873	Seattle	WA	98124
Wichita County Tax Assessor-Collector	Property	600 Scott Street Suite 103	Wichita Falls	TX	76301
Wicomico County Tax Collector	Property	PO Box 4036	Salisbury	MD	21803
Wicomico County, Maryland Clerk of the Circuit Court	Annual Reporting	PO Box 198	Salisbury	MD	21803
Williamson County Tax Assessor-Collector	Property	904 S Main St	Georgetown	TX	78626
Williamson County Trustee	Property	PO Box 1365	Franklin	TN	37065
Williamson County via Tennessee Department of Revenue	Annual Reporting	150 Washington Ave	Memphis	TN	38103
Wilson County Trustee	Property	PO Box 865	Lebanon	TN	37088
Wilson County via Tennessee Department of Revenue	Annual Reporting	150 Washington Ave	Memphis	TN	38103
Wilson School District, Pennsylvania Business Office	Annual Reporting	2601 Grandview Blvd	West Lawn	PA	19609
Winchester City Tax Collector	Property	PO Box 263	Winchester	VA	22604
Winchester City Treasurer	Sales and Use	PO Box 706	Winchester	VA	22604
Wisconsin Department of Revenue	Income and Franchise	PO Box 8908	Madison	WI	53708

Wood County Tax Collector	Property	PO Box 1985	Parkersburg	WV	26101
Woodlands Metro Center MUD (Montgomery)	Property	PO Box 7829	The Woodlands	TX	77387
Worcester Municipal Tax Collector	Property	455 Main St	Worcester	MA	01608
Wyoming Dept of Revenue	Sales and Use	122 W 25th St, 2W	Cheyenne	WY	82002
Wyomissing Borough, Pennsylvania via Berks Earned Income Tax Bureau	Annual Reporting	1125 Berkshire Blvd., Suite 115	Wyomissing	PA	19610
Yakima County Tax Collector	Property	PO Box 22530	Yakima	WA	98907
Yavapai County Treasurer	Property	1015 Fair St	Prescott	AZ	86305
York Adams Tax Bureau Pennsylvania	Annual Reporting	1405 North Duke Street; PO Box 15627	York	PA	17405
York County Treasurer	Property	PO Box 116	York	SC	29745

TAB MM

***Debtors' Emergency Motion Seeking Entry of an Order
Authorizing the Debtors to (I) Pay Prepetition Employee
Wages, Salaries, Other Compensation, and Reimbursable
Employee Expenses and (II) Continue Employee Benefits
Programs***

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

In re:

TAILORED BRANDS, INC., *et al.*,¹

Debtors.

)
) Chapter 11
)
) Case No. 20-33900 (MI)
)
) (Joint Administration Requested)
) (Emergency Hearing Requested)

**DEBTORS' EMERGENCY MOTION
SEEKING ENTRY OF AN ORDER AUTHORIZING
THE DEBTORS TO (I) PAY PREPETITION EMPLOYEE
WAGES, SALARIES, OTHER COMPENSATION, AND REIMBURSABLE
EMPLOYEE EXPENSES AND (II) CONTINUE EMPLOYEE BENEFITS PROGRAMS**

EMERGENCY RELIEF HAS BEEN REQUESTED. A HEARING WILL BE CONDUCTED ON THIS MATTER ON AUGUST 3, 2020 AT 4:30 P.M. (CENTRAL TIME) IN COURTROOM 404, 4TH FLOOR, 515 RUSK STREET, HOUSTON, TEXAS 77002. IF YOU OBJECT TO THE RELIEF REQUESTED OR YOU BELIEVE THAT EMERGENCY CONSIDERATION IS NOT WARRANTED, YOU MUST EITHER APPEAR AT THE HEARING OR FILE A WRITTEN RESPONSE PRIOR TO THE HEARING. OTHERWISE, THE COURT MAY TREAT THE PLEADING AS UNOPPOSED AND GRANT THE RELIEF REQUESTED.

RELIEF IS REQUESTED NOT LATER THAN AUGUST 3, 2020.

PLEASE NOTE THAT ON MARCH 24, 2020, THROUGH THE ENTRY OF GENERAL ORDER 2020-10, THE COURT INVOKED THE PROTOCOL FOR EMERGENCY PUBLIC HEALTH OR SAFETY CONDITIONS.

IT IS ANTICIPATED THAT ALL PERSONS WILL APPEAR TELEPHONICALLY AND ALSO MAY APPEAR VIA VIDEO AT THIS HEARING.

AUDIO COMMUNICATION WILL BE BY USE OF THE COURT'S DIAL-IN FACILITY. YOU MAY ACCESS THE FACILITY AT (832) 917-1510. YOU WILL BE RESPONSIBLE FOR YOUR OWN LONG-DISTANCE CHARGES. ONCE CONNECTED, YOU WILL BE ASKED TO ENTER THE CONFERENCE ROOM NUMBER. JUDGE ISGUR'S CONFERENCE ROOM NUMBER IS 954554.

YOU MAY VIEW VIDEO VIA GOTOMEETING. TO USE GOTOMEETING, THE COURT RECOMMENDS THAT YOU DOWNLOAD THE FREE GOTOMEETING APPLICATION. TO CONNECT, YOU SHOULD ENTER THE MEETING CODE "JUDGEISGUR" IN THE GOTOMEETING APP OR CLICK THE LINK ON JUDGE ISGUR'S HOME PAGE ON THE SOUTHERN DISTRICT OF TEXAS WEBSITE. ONCE CONNECTED, CLICK THE SETTINGS ICON IN THE UPPER RIGHT CORNER AND ENTER YOUR NAME UNDER THE PERSONAL INFORMATION SETTING.

HEARING APPEARANCES MUST BE MADE ELECTRONICALLY IN ADVANCE OF THE HEARING. TO MAKE YOUR ELECTRONIC APPEARANCE, GO TO THE SOUTHERN

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.

DISTRICT OF TEXAS WEBSITE AND SELECT “BANKRUPTCY COURT” FROM THE TOP MENU. SELECT “JUDGES’ PROCEDURES & SCHEDULES,” THEN “VIEW HOME PAGE” FOR JUDGE ISGUR. UNDER “ELECTRONIC APPEARANCE” SELECT “CLICK HERE TO SUBMIT ELECTRONIC APPEARANCE”. SELECT “TAILORED BRANDS, INC. ET AL.”, COMPLETE THE REQUIRED FIELDS AND CLICK “SUBMIT” TO COMPLETE YOUR APPEARANCE.

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”): authorizing the Debtors to (a) pay prepetition wages, salaries, other compensation, and reimbursable employee expenses; (b) continue employee benefits programs in the ordinary course, including payment of certain prepetition obligations related thereto; and (c) 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.

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.

4. The bases for the relief requested herein are sections 105(a), 362(d), 363(b), and 507(a) of the Bankruptcy Code, Bankruptcy Rules 6003 and 6004, and rule 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’ Workforce

7. As of the Petition Date, the Debtors employ approximately 18,000 employees (the “Employees”), including approximately 13,000 full-time employees and approximately 5,000 part-time and seasonal employees. Approximately 920 Employees are members of a labor force union (the “Union Employees”). In addition to the Employees, the Debtors also periodically retain independent contractors and temporary workers (collectively, the “Temporary Staff”) sourced regularly from various staffing agencies (the “Staffing Agencies”) to fulfill certain duties

on a short- and long-term basis. At any given time, the Debtors retain approximately 750 Temporary Staff. Starting in March, in response to government mandates to close all non-essential businesses due to COVID-19, the Debtors temporarily furloughed approximately 97 percent of their Employees and Temporary Staff. As of the Petition Date, approximately 7,700 Employees and Temporary Staff remain furloughed.

8. The Employees and Temporary Staff perform a wide variety of functions, which are critical to the preservation of value and the administration of the Debtors' estates. In many instances, the Employees and Temporary Staff include personnel who are intimately familiar with the Debtors' business, processes, and systems, and who cannot be easily replaced. Without the continued, uninterrupted services of the Employees and the Temporary Staff, the Debtors' business operations will be materially impaired.

9. Further, the vast majority of the Employees and Temporary Staff rely on their compensation and benefits to pay their daily living expenses. These workers will be unfairly harmed if the Debtors are not permitted to continue paying compensation and providing health and other benefits during these chapter 11 cases. Consequently, the Debtors respectfully submit that the relief requested herein is necessary and appropriate under the facts and circumstances of these chapter 11 cases.

Employee Compensation and Benefits

10. To minimize the personal hardship the Employees and Temporary Staff could suffer if prepetition Employee-related obligations remain unpaid during the administration of these chapter 11 cases, the Debtors seek authority, but not direction, to: (a) pay and honor certain prepetition claims relating to, among other things, wages, salaries, sales commissions, other compensation, payroll services, federal and state withholding taxes and other amounts withheld (including garnishments, Employees' share of insurance premiums, and taxes), reimbursable

expenses, the non-insider employee incentive plans, the non-insider employee severance program, health insurance, retirement health and related benefits, workers' compensation benefits, life insurance, short- and long-term disability coverage, and certain other benefits that the Debtors have historically provided in the ordinary course (collectively, the "Employee Compensation and Benefits"); and (b) pay all costs incident to the Employee Compensation and Benefits.

11. Subject to the Court's approval, the Debtors intend to honor the applicable prepetition Employee Compensation and Benefits programs in the ordinary course on a postpetition basis. Out of an abundance of caution, the Debtors further request authority to modify, change, or discontinue any of their Employee Compensation and Benefits and to implement new programs, policies, and benefits in the ordinary course during these chapter 11 cases in the Debtors' sole discretion without the need for further Court approval, subject to applicable law. The Debtors seek authority to make the following payments related to prepetition amounts owed on account of the Employee Compensation and Benefits:

Relief Sought	Final Amount
Compensation and Withholding Obligations	
Compensation	\$13,750,000
Commissions Program	\$325,000
Temporary Staff Compensation	\$3,300,000
Withholding Obligations	\$8,600,000
Reimbursable Expenses	\$25,000
Credit Card Expenses	\$50,000
Employee Benefits Programs	
Health Benefit Plans	\$6,800,000
Basic Life Insurance	\$110,000
Disability Benefits	\$300,000
Wellness Programs	\$30,000
Adoption Assistance Program	\$0
Education Assistance Program	\$0
Workers' Compensation Programs	\$4,100,000
Union Payments	\$650,000
Retirement Plans	\$50,000
Paid Time Off	\$24,100,000
TOTAL	\$62,190,000

I. Compensation and Withholding Obligations.

A. Unpaid Compensation.

12. The Debtors incur obligations to their Employees for, among other things, wages, salaries, overtime, and other obligations described herein (collectively, the “Employee Compensation”). The Debtors’ historical average monthly gross Employee Compensation, including wages, salaries, commissions, and related compensation, has been approximately \$48.6 million. The Debtors pay approximately 16,000 Employees—approximately 89 percent of their workforce—on an hourly basis (the “Hourly Employees”) and the remaining 2,000 Employees—approximately 11 percent of the workforce—are paid on a salaried basis (the “Salaried Employees”). The Debtors pay most of their Employees (both Hourly Employees and Salaried Employees) on a bi-weekly basis, while some of the Hourly Employees are paid weekly.

13. The Debtors anticipate that their monthly gross Employee Compensation, including wages, salaries, and related compensation, will range from approximately \$35 million to approximately \$55 million during the pendency of these chapter 11 cases.³ As of the Petition Date, the Debtors estimate that they owe approximately \$13.75 million on account of unpaid Employee Compensation earned by Employees prior to the Petition Date (the “Unpaid Compensation”), all of which will come due within the first 21 days of these chapter 11 cases. The majority of the Debtors’ payroll is made by direct deposit through electronic transfer of funds to the Employees’ bank accounts or other electronic means. Failure to pay the Unpaid Compensation will result in financial hardship for the Employees and lead to the risk of widespread departures at all levels of the Debtors’ corporate structure. In light of the substantial benefit the Employees will continue to provide to the Debtors’ estates and the costs attendant to filling sudden vacancies, the Debtors hope to avoid imposing such a hardship.

14. The Debtors request authority, but not direction, to pay any Unpaid Compensation in the ordinary course and consistent with past practice and to continue paying the Employee Compensation in the ordinary course. For the avoidance of doubt, as of the Petition Date, the Debtors do not believe that they owe Unpaid Compensation to any Employee in excess of the \$13,650 statutory cap imposed by section 507(a)(4) of the Bankruptcy Code.

B. Non-Insider Commission Compensation.

15. In addition to the Debtors’ salary and wage obligations, certain of the non-insider Employees are entitled to sales commissions in addition to their base salary wages under the sales

³ Employee Compensation is expected to decrease throughout these chapter 11 cases as a result of contemplated store closings. The Debtors’ planned store closings are discussed in more detail in *Debtors’ Motion Seeking Entry of an Order (I) Approving and Authorizing the Conduct of the Inventory Drawback Procedures and (II) Granting Related Relief*, filed contemporaneously herewith.

commissions program (the “Commissions Program”). In particular, the Debtors pay commissions to approximately 6,400 Employees pursuant to the Commissions Program. The amount of commissions due to any one Employee under the Commissions Program depends on performance-based sale components, such as quantity of sales, aggregate value of the sold merchandise, and seasonal sales goals.

16. The commissions are paid bi-weekly, as applicable, and processed as part of the Debtors’ normal payroll. The commissions form an important and integral part of many of the Employees’ overall compensation packages and motivate the Employees to maintain customer goodwill and efficiently pursue the sale of the Debtors’ inventory—both of which inure to the benefit of the Debtors’ estates. Additionally, many of the Employees rely on the commissions earned through the Commissions Program for their daily living expenses such that failure to pay the commissions would impose undue hardship.

17. As of the Petition Date, the Debtors estimate that they owe approximately \$325,000 on account of accrued but unpaid commissions. The Debtors seek authority to pay any outstanding amounts on account of the Commissions Program and to continue the Commissions Programs on a postpetition basis in the ordinary course of the Debtors’ business and consistent with past practice.

C. Temporary Staff Compensation.

18. The Debtors make payments to Staffing Agencies and the Temporary Staff (the “Temporary Staff Compensation”) for the performance of certain services important to the Debtors’ operations. The Employees rely on the support of Temporary Staff to complete discrete projects in furtherance of the Debtors’ business and to fill short-term positions. Historically, the Debtors have paid approximately \$1.5 million in Temporary Staff Compensation on a monthly basis, which includes fees that the Debtors remit to Staffing Agencies in exchange for the services

they provide with respect to the Temporary Staff. The Debtors believe the authority to continue paying the Temporary Staff Compensation is important to minimizing disruption of the Debtors' business operations.

19. As of the Petition Date, the Debtors estimate that Temporary Staff and Staffing Agencies are owed an aggregate of approximately \$3.3 million on account of accrued services rendered prior to the Petition Date (collectively, the "Unpaid Temporary Staff Compensation"). The Debtors request authority to continue to pay any Unpaid Temporary Staff Compensation in the ordinary course and consistent with past practice and to continue paying the Temporary Staff Compensation in the ordinary course of business on a postpetition basis.

D. Withholding Obligations and Payroll Taxes.

20. During each applicable payroll period, the Debtors routinely deduct certain amounts from Employees' paychecks, including garnishments, child support, and similar deductions, as well as other pre-tax and after-tax deductions payable pursuant to certain employee benefit plans discussed herein, such as an Employee's share of health care benefits and insurance premiums, 401(k) contributions, legally-ordered deductions, and miscellaneous deductions (collectively, the "Deductions"), and forward such amounts to various third-party recipients.

21. In addition to the Deductions, certain federal and state laws require that the Debtors withhold certain amounts from Employees' gross pay related to federal, state, and local income taxes, as well as Social Security and Medicare taxes (collectively, the "Employee Payroll Taxes") for remittance to the appropriate federal, state, or local taxing authorities. The Debtors must then match the Employee Payroll Taxes from their own funds and pay, based upon a percentage of gross payroll, additional amounts for federal and state unemployment insurance and Social Security and Medicare taxes (together with the Employee Payroll Taxes, the "Payroll Taxes," and, the Payroll Taxes, together with the Deductions, collectively, the "Withholding Obligations").

The Payroll Taxes are generally processed and forwarded to the appropriate federal, state, and local taxing authorities at the same time the Employees' payroll checks are disbursed.

22. In the 12 months before the Petition Date, the Debtors remitted approximately \$164 million of Withholding Obligations in the aggregate. As of the Petition Date, the Debtors estimate that they owe approximately \$8.6 million on account of the Withholding Obligations. The Debtors seek authority to continue deducting and remitting amounts to the appropriate third-parties, as applicable, in a manner consistent with historical practice for any unpaid Withholding Obligations and to continue to honor the Withholding Obligations in the ordinary course of business on a postpetition basis and consistent with past practice.

E. Reimbursable Expenses.

23. Prior to the Petition Date and in the ordinary course, the Debtors reimburse Employees or pay credit card invoices of certain Employees for approved expenses incurred in connection with the performance of their assigned duties (the "Reimbursable Expenses"). The Reimbursable Expenses are largely on account of costs incurred related to (a) Employee travel for reasonable business related purposes, (b) purchases of merchandise, or (c) payments to vendors for services. Employees who pay up front for Reimbursable Expenses apply for reimbursement of Reimbursable by submitting monthly expense reports with detailed receipts of all costs incurred (the "Expense Reports"). The Employee's direct manager and the travel and expense department review each submitted Expense Report. Typically, Expense Reports are approved within a week after submission and reimbursements are processed two times per week.

24. The Debtors direct all business-related travel through ETA Travel (the "Travel Agent"). Over the past 12 months, the Debtors have paid approximately \$106,000 in administration fees to the Travel Agent (the "Travel Agency Fees"). As of the Petition Date, the Debtors do not owe any accrued but unpaid Travel Agency Fees. As a result, the Debtors seek

authority to continue to pay the Travel Agency Fees in the ordinary course of business on a postpetition basis.

25. Although the Debtors ask that reimbursement requests be submitted promptly, submission delays occasionally occur, and Employees may submit reimbursement requests for prepetition expenses after the Petition Date. Employees incurred the Reimbursable Expenses as business expenses on the Debtors' behalf and with the understanding that such expenses would be reimbursed fully. In the 12 months before the Petition Date, the Debtors spent approximately \$5.3 million on Reimbursable Expenses. As of the Petition Date, the Debtors estimate that Reimbursable Expenses are owed in the aggregate of approximately \$25,000 on account of accrued services rendered prior to the Petition Date (the "Unpaid Reimbursable Expenses"). The Debtors request authority to pay the Unpaid Reimbursable Expenses in the ordinary course and consistent with past practice and to continue paying the Reimbursable Expenses in the ordinary course on a postpetition basis.

26. The Debtors provide certain Employees with corporate credit cards (the "Corporate Credit Cards"). Currently, approximately 371 Corporate Credit Cards are used by Employees. The Corporate Credit Cards are issued to Employees in each Employee's own name at the discretion of senior managers and monthly invoices are sent to the Company. American Express issues the Corporate Credit Cards. Employees may use the Corporate Credit Cards to purchase business-related goods and services that require a credit card at the time of purchase, catering, supplies for corporate events, goods and services related to the administration of corporate meetings, floral services for hospitalized employees, photo shoot supplies, dues and subscriptions, and certain supply purchases of less than \$100. All purchases made with the Corporate Credit Cards must be less than \$3,000 unless approved by the Debtors' travel and expense department.

Employees may not use the Corporate Credit Cards for goods or services requiring a purchase order, temporary labor, consultancy services, cash advances, charitable donations, gift cards, lease payments, or business-related travel expenses. The Debtors are liable on account of the Corporate Credit Cards and must make payments in a timely manner. In the 12 months before the Petition Date, the Debtors spent approximately \$32 million on account of the Corporate Credit Cards (the “Corporate Credit Card Expenses”). As of the Petition Date, the Debtors estimate that the aggregate amount of accrued but unpaid amounts owed on account of the Corporate Credit Cards is approximately \$50,000 (the “Unpaid Corporate Credit Card Expenses”). The Debtors request authority to pay the Unpaid Corporate Credit Card Expenses in the ordinary course and consistent with past practice and to continue paying the Corporate Credit Card Expenses in the ordinary course on a postpetition basis.

F. Non-Insider Employee Severance Programs

27. In the ordinary course of business, the Debtors provide severance benefits to certain store and store related Employees in the event of a termination by the Debtors that is not for “cause” (the “Non-Insider Employee Severance Program”). Under the Non-Insider Employee Severance Program, Employees receive, upon a qualifying termination, payment determined by a combination of the Employee’s salary, job title, and length of time employed by the Debtors equal to a minimum of four (4) weeks and a maximum of twelve (12) weeks of pay. Payment of the severance benefits is made over a period of time. In addition, certain of the Debtors’ CBAs require severance to be made to terminated Union Employees (the “Union Severance Program”).

28. As of the Petition Date, the Debtors do not believe there are any outstanding prepetition amounts owed pursuant to the Non-Insider Employee Severance Program or the Union Severance Program. Therefore, the Debtors seek authority to continue the Non-Insider Severance Program for all eligible non-Insider Employees in the ordinary course of business and the Union

Severance Program, as provided in the applicable CBAs and agreed to between the Debtors and the applicable Union, on a postpetition basis.

II. Non-Insider Employee Incentive Programs.

29. The Debtors maintain several incentive programs to motivate, reward, and retain certain of their non-insider Employees (each defined herein and collectively, the “Non-Insider Employee Incentive Programs”).

A. Store Employee Bonus Program.

30. The Debtors previously maintained a number of incentive programs to drive performance among their Employees, including store and corporate bonus programs. The Debtors offered bonuses to retail Employees based on myriad factors including the particular Employee’s performance, store “shrinkage reduction,” sales targets, and payroll hour targets (the “Store Employee Bonus Program”). The store Employee bonuses are paid annually each spring (the “Store Employee Bonus Payments”), with the most recent Store Employee Bonus Payment made on April 17, 2020 in the amount of \$8.3 million in the aggregate to 10,203 Employees. As of the Petition Date, the Store Employee Bonus Program is suspended indefinitely. The Debtors currently have no outstanding obligations to Employees on account of the Store Employee Bonus Program, but include this description out of an abundance of caution and seek authority to remit any Store Employee Bonus Payments if any become due during the pendency of these chapter 11 cases.

B. Corporate Non-Management Bonus Program.

31. The Debtors also offer previously discretionary bonuses to corporate, non-insider Employees (all full-time, non-management Employees) based on their performance reviews (the “Corporate Non-Management Bonus Program”). The performance review factors include various performance objectives comprised of objective and subjective corporate-wide, subsidiary,

division, operating unit, or individual measures, all of which are used to calculate an Employee's overall performance review score. The amounts paid under the Corporate Non-Management Bonus Program (the "Incentive Compensation Payments") are paid annually, with the most recent Incentive Compensation Payment made on February 21, 2020, totaling \$2.3 million across 502 Employees. As of the Petition Date, the Corporate Non-Management Bonus Program is suspended indefinitely. The Debtors currently have no outstanding obligations to Employees on account of the Corporate Non-Management Bonus Program, but include this description out of an abundance of caution and seek authority to remit any Incentive Compensation Payments if any become due during the pendency of these chapter 11 cases

C. Employee Discount.

32. Employees are entitled to a discount off merchandise in the Debtors' stores and on the Debtors' website (the "Employee Discount"). The Employee Discount ranges from 20 to 75 percent depending on the type of merchandise, the store in which the product is sold, and the store where the Employee works. The Employee Discount is taken at the point of sale, so the Debtors are not liable for any amounts on account of the Employee Discount. The Debtors request the authority, but not direction, to continue the Employee Discount in the ordinary course of business on a postpetition basis.

33. The Debtors also maintain a program to allow Employees to pay for merchandise through automatic payroll deductions (the "Merchandise Purchase Payroll Deduction Program"). After 90 days of continuous employment, Employees are eligible to purchase merchandise with the Employee Discount and have the cost of the merchandise deducted from the Employee's paycheck. The Debtors apply earned Employee Compensation, including any bonuses, to the cost of merchandise purchased through the Merchandise Purchase Payroll Deduction Program. In the 12 months before the Petition Date, Employees purchased approximately \$7.5 million worth of

merchandise through Merchandise Purchase Payroll Deduction Program. As of the Petition Date, the Debtors are owed approximately \$152,000 for merchandise bought through the Merchandise Purchase Payroll Deduction Program. The Debtors request the authority, but not direction, to continue the Merchandise Purchase Payroll Deduction Program in the ordinary course of business on a postpetition basis.

III. Employee Benefits Programs.

34. The Debtors offer all of their Employees the ability to participate in a number of insurance and benefits programs, including, among other programs, medical and dental plans, life insurance, accidental death and dismemberment insurance, accident insurance, scholarship programs, disability benefits, workers' compensation, retirement plans, paid time off, and other employee benefit plans (collectively, the "Employee Benefits Programs").

35. As described below, failure to continue the Employee Benefits Programs could cause Employees to experience severe hardship. In light of the substantial benefits the Employees have provided and will continue to provide to the Debtors' estates, the Debtors wish to avoid imposing such a hardship. The Debtors seek authority, but not direction, to continue to provide Employee Benefits Programs in the ordinary course on a postpetition basis during the administration of these chapter 11 cases. As of the Petition Date, the Debtors estimate that they do not owe any amounts on account of the Employee Benefits Programs. The Employee Benefits Programs are described in greater detail below.

A. Health Benefit Plans.

36. The Debtors offer their Employees the opportunity to participate in a number of health benefit plans, including medical and dental plans (collectively, the "Health Benefit Plans"). Specifically, the Debtors provide the following:

- Healthcare Plan: The Debtors' healthcare plans (the "Healthcare Plans") are administered by Aetna, Blue Cross Blue Shield, Cigna, Kaiser Permanente, and Sun Life. The Debtors estimate that the ongoing monthly administrative cost of these Healthcare Plans will be approximately \$4.8 million. As of the Petition Date, the Debtors estimate that they owe approximately \$2.6 million under the Healthcare Plans. The Debtors' prescription drug plan is administered by Caremark, L.L.C./CaremarkCVS Health, L.L.C (the "Prescription Plan"). The Debtors estimate that there are approximately \$4.2 million of incurred but not reported medical and prescription drug expenses and insurance claims. The Debtors maintain stop loss insurance coverage to cover all amounts due in excess of \$500,000 under any individual claim (the "Stop Loss Insurance"). The Debtors pay the excess amounts and are subsequently reimbursed under the Stop Loss Insurance. The monthly premium for the Stop Loss Insurance is \$176,864. The Debtors also offer continued health care coverage under COBRA to eligible Employees.
- Dental Plan: Additionally, the Debtors offer their Employees the option of participating in a dental plan (the "Dental Plans") administered by Delta Dental, Sun Life, and, in some areas, Aetna. The Debtors do not make contributions to or pay any expenses on account of the Dental Plans.
- Vision Plans: The Debtors offer their Employees the option of choosing between two vision plans (the "Vision Plans") administered by Vision Services Plan, Sun Life, EyeMed and Davis Vision. The Debtors do not make contributions to or pay any expenses on account of the Vision Plans.

The Debtors estimate that they do not owe any amounts on account of the Health Benefit Plans. The Debtors seek authority to continue the Health Benefit Plans on a postpetition basis in the ordinary course of business.

37. The Debtors also provide their eligible Employees with access to several types of flexible spending accounts: the Health Care Flexible Spending Account, the Commuter FSA, and the Dependent Care FSA (each, an "FSA"), with each FSA administered by WageWorks. The FSAs allow participating Employees to contribute pre-tax dollars for eligible out-of-pocket expenses. The Debtors do not make any contributions to the FSAs.

38. Because the Debtors do not contribute to Employees' FSAs, the Debtors believe the FSA amounts are generally held in trust by the Debtors and are not property of their estates.

When an Employee seeks to use their elected FSA amounts, the Debtors remit such amount to the requested healthcare provider through WageWorks. As of the Petition Date, the Debtors estimate that there is approximately \$225,000 to be remitted on account of the FSA (the “Unremitted FSA Amounts”).

39. Further, the Debtors pay a monthly administration fee of approximately \$2,000 to WageWorks on account of the FSA programs. As of the Petition Date, the Debtors estimate that they do owe approximately \$2,000 on account of accrued but unpaid FSA fees (the “Unpaid FSA Fees,” and, together with the Unremitted FSA Amounts, the “Unpaid FSA Costs”). As a result, the Debtors seek authority to pay and/or remit the Unpaid FSA Costs in the ordinary course and consistent with past practice and to continue the FSAs in the ordinary course of business on a postpetition basis.

40. For certain Employees who participate in the high deductible Healthcare Plans, the Debtors offer access to a health savings account (each, an “HSA”) through WageWorks. Participating Employees can opt to make pre-tax contributions to their individual HSA through payroll deductions to cover reimbursements under the program up to the maximum amount permitted by the Internal Revenue Service. In the 12 months preceding the Petition Date, the Employees contributed approximately \$1.6 million to the HSAs, and the Debtors incurred costs of approximately \$581,000 over that same span (together, the “HSA Costs”). As of the Petition Date, the Debtors estimate that they owe approximately \$50,000 on account of accrued but unpaid HSA Costs. The Debtors seek authority, but not direction, to continue the HSAs in the ordinary course of business on a postpetition basis.

41. As a part of the FSAs and the HSAs, the Debtors maintain a health reimbursement account (the “HRA”) through WageWorks. The HRA is a notational account that the Debtors fund

to support Employee claims under the FSAs and HSAs. The Debtors fund up to \$600 for Employees who participate in a FSA and up to \$1,200 for Employees who participate in an HSA. The Debtors pay a monthly administration fee of approximately \$11,000 to WageWorks on account of the HRA. As of the Petition Date, the Debtors estimate that they owe approximately \$11,000 on account of the HRA. As a result, the Debtors seek authority to continue the HRA in the ordinary course of business on a postpetition basis.

B. Other Insurance, Disability Benefits, and Employee Assistance Programs.

42. The Debtors offer their employees certain life insurance, disability benefits, and other auxiliary benefits described further below. The Debtors estimate that they do not owe any unpaid insurance amounts in the ordinary course of business, but seek authority to continue to honor any related obligations in the ordinary course on a postpetition basis.

1. Life Insurance Program.

43. The Debtors provide life and accidental death and dismemberment insurance (the “Basic Life Insurance”) to eligible Employees through Lincoln Financial Group and Sun Life. The Debtor-funded life insurance benefit is in the amount of the Employee’s annual base salary (rounded to the next higher \$1,000) and capped at \$500,000 per Employee (the “Basic Life Payments”). As of the Petition Date, the Debtors estimate that they owe approximately \$300,000 on account of the Basic Life Insurance. The Debtors request authority to pay prepetition amounts on account of the Basic Life Payments and to continue the Basic Life Insurance program in the ordinary course of business on a postpetition basis.

44. Certain eligible Employees also may purchase voluntary life insurance and accidental death and dismemberment insurance (the “Voluntary Life and AD&D Insurance”) through Lincoln Financial and Sun Life. The Voluntary Life and AD&D Insurance premiums are

paid by the Debtors' Employees, and the Debtors do not have any other obligations under the Voluntary Life and AD&D Insurance.

2. Disability Benefits.

45. The Debtors provide certain disability benefits through Lincoln Financial Group and Sun Life (the "Disability Benefits") to their eligible Employees. The Debtors provide a short-term disability insurance benefit to eligible Employees, which replaces a portion of the Employee's income if the Employee is unable to work due to a non-work related injury, illness, or medical condition. The benefit amount is 55 percent of an Employee's weekly earnings, to a maximum of \$1,300 per week, and will pay for up to 24 weeks after a one week waiting period. The Debtors also provide a long-term disability insurance benefit to eligible Employees, which replaces a portion of the Employee's income if such Employee is disabled for 24 weeks or longer due to a non-work-related injury or illness for an extended period of time. The benefit amount is 40 percent of the monthly pre-disability earnings, to a maximum benefit of \$3,000 per month.

46. In the 12 months preceding the Petition Date, the Debtors incurred costs of approximately \$4.1 million on account of the Disability Benefits. As of the Petition Date, the Debtors estimate that they owe approximately \$300,000 on account of the Disability Benefits. The Debtors request authority to pay prepetition amounts on account of the Disability Benefits and to continue the Disability Benefits program in the ordinary course of business on a postpetition basis.

3. Other Insurance and Assistance Programs.

47. The Debtors also offer accident insurance through MetLife (the "Accident Insurance Plan"). The Debtors are not obligated to make any payments under the Accident Insurance Plan, and all premiums are covered by the Employees.

48. The Debtors also provide their Employees with a confidential counseling and referral service (the "Employee Assistance Program") that pairs Employees with clinicians and a

variety of other resources. The Employee Assistance Program is administered by Magellan and HumanaCare. As of the Petition Date, the Debtors do not believe they owe any amounts pursuant to the Employee Assistance Program and request authority to continue the Employee Assistance Program in the ordinary course of business on a postpetition basis.

49. Additionally, the Debtors offer their eligible Employees the option to participate in various wellness programs (collectively, the “Wellness Programs”). These programs include: access to fitness resources, nutrition advice, a weight loss program, a smoking cessation program, and counseling sessions. The Debtors engage the services of Quest, Redbrick, and Virgin Pulse in order to implement the Wellness Programs. In the 12 months prior to the Petition Date, the Debtors spent approximately \$366,000 on the Wellness Programs. As of the Petition Date, the Debtors estimate that they owe approximately \$30,000 on account of the Wellness Programs. The Debtors request authority to pay prepetition amounts on account of the Wellness Programs and to continue Wellness Programs in the ordinary course of business on a postpetition basis.

50. The Debtors also offer their eligible Employees the option to participate in a legal services plan (the “Legal Services Plan”). The Legal Services Plan provides free or discounted legal services for issues including will preparation, real estate matters, and traffic offenses. The Debtors engage the services of Hyatt Voluntary Legal in order to implement the Legal Services Plan. The Debtors are not obligated to make any payments under the Legal Services Plan, and all expenses are covered by the Employees. As of the Petition Date, the Debtors request authority to continue the Legal Services Plan in the ordinary course of business on a postpetition basis.

51. Additionally, the Debtors offer their eligible Employees the option to participate in an adoption assistance program (the “Adoption Assistance Program”), which provides financial assistance for the costs of adoption. The Debtors self-administer the Adoption Assistance

Program. In the 12 months prior to the Petition Date, the Debtors had no expenses related to the Adoption Assistance Program. As of the Petition Date, the Debtors do not believe they owe any amounts pursuant to the Adoption Assistance Program and request authority to continue the Adoption Assistance Program in the ordinary course of business on a postpetition basis.

52. The Debtors also offer their eligible Employees the option to participate in various education assistance programs (collectively, the “Education Assistance Programs”). The Education Assistance Programs include a program that reimburses a portion of eligible education expenses for those Employees who continue their education. The Debtors also provide college scholarships to Employees’ children. The Debtors administer and implement the Education Assistance Programs themselves. In the 12 months prior to the Petition Date, the Debtors spent approximately \$201,000 on the Education Assistance Programs. As of the Petition Date, the Debtors do not believe they owe any amounts pursuant to the Education Assistance Programs and request authority to continue the Education Assistance Programs in the ordinary course of business on a postpetition basis.

C. Workers’ Compensation Program.

53. The Debtors maintain workers’ compensation insurance for their Employees at the statutorily required level for each jurisdiction in which the Debtors have Employees (collectively, the “Workers’ Compensation Program”). In certain jurisdictions, the Debtors pay premiums based on payroll in accordance with statutory requirements. The Debtors also maintain a master policy for all states that do not have statutory requirements that is subject to a \$500,000 deductible. The Debtors maintain and administer insurance coverage for the Workers’ Compensation Program through the Safety National Casualty Corp., Gallagher Bassett, and ConClaim (collectively, the “Workers’ Compensation Administrators”).

54. The Workers' Compensation Administrators open new claims and pays benefits on behalf of the Debtors. The Debtors pay approximately \$630,000 in premiums and fees annually to maintain the Workers' Compensation Program (the "Workers' Compensation Coverage Fees"). As of the Petition Date, the Debtors estimate that they do not owe any amounts on account of accrued but unpaid Workers' Compensation Coverage Fees.⁴

55. The Debtors also attempt to negotiate general releases in exchange for the settlement of some Employee claims under the Workers' Compensation Program (the "Employment Claims Settlements"). As of the Petition Date, the Debtors do not believe they have any accrued but unpaid fees on account of the Employment Claims Settlements.

56. The Debtors must continue the claim assessment, determination, adjudication, and payment process pursuant to the Workers' Compensation Program without regard to whether such liabilities are outstanding before the Petition Date to ensure that the Debtors comply with applicable workers' compensation laws and requirements. There are approximately 180 open claims in the amount of \$15.8 million under the Workers' Compensation Program (the "Workers' Compensation Claims"). As of the Petition Date, the Debtors have paid \$11.9 million of the Workers' Compensation Claims and hold \$3.9 million in reserve to pay the remaining amounts as they become due and owing.

⁴ Certain states have unique workers' compensation requirements: Ohio requires bimonthly installments; Washington requires quarterly installments; North Dakota requires an annual payment; and Wyoming requires quarterly payments. Pursuant to the Debtors' *Emergency Motion Seeking Entry of an Order Authorizing the Debtors to (I) Pay Their Obligations Under Insurance Policies Entered into Prepetition, (II) Continue to Pay Brokerage Fees, (III) Renew, Supplement, Modify, or Purchase Insurance Coverage, and (IV) Continue to Pay Workers' Compensation Coverage Fees*, filed contemporaneously herewith (the "Insurance Motion"), the Debtors are requesting authorization to pay all premiums, claims and fees in respect of their insurance policies, including any premiums, claims and fees in respect of the Workers' Compensation Program that come due during the pendency of these chapter 11 cases.

57. Because the Debtors are statutorily and/or contractually obligated to maintain the Workers' Compensation Program, their inability to do so may result in adverse legal consequences that disrupt the reorganization process. The Debtors seek authority, but not direction, to: (a) continue the Workers' Compensation Program in the ordinary course of business on a postpetition basis;⁵ and (b) modify the automatic stay solely to allow Employees to assert claims under the Workers' Compensation Program, which will be covered 100 percent by the Debtors' insurer beyond an initial \$500,000 deductible.

D. Union Benefits.

58. The Debtors' Union Employees are members of one of the three following unions (collectively, the "Unions"): (a) Unite Here; (b) Mid-Atlantic Joint Board, Local 806; and (c) Local 340, New York New Jersey Regional Joint Board, Workers United. The Union Employees work at stores located in: New Bedford, Massachusetts; Hampstead, Maryland; New York; and New Jersey. As of the Petition Date, the Debtors are party to three collective bargaining agreements with local chapters of the Unions (the "CBAs"). Each of the CBAs expires in 2022 or later. In 12 months preceding the Petition Date, the Debtors paid approximately \$520,000 in dues to the Unions (the "Union Dues"). As of the Petition Date, the Debtors estimate that they owe approximately \$40,000 on account of unpaid Union Dues (the "Unpaid Union Dues").

59. Most Union Employees' retirement benefits are administered by the Unions themselves and not the Debtors. In accordance with the CBAs, the Debtors make monthly contributions to the Amalgamated National Health Fund, Empower Retirement, WageWorks,

⁵ The Workers' Compensation Program may change postpetition in the ordinary course of business due to changes in applicable laws and regulations and the Debtors' ability to meet requirements thereunder. The Debtors request authority to continue the Workers' Compensation Program postpetition, including making any changes to current policy and practices that become necessary, subject to applicable law.

Guardian, Wells Fargo, Aicare, ACDRIT, Total Administrative Services Corporation, and National Plus (collectively, the “Union Benefit Providers”) to provide health, welfare, and retirement benefits to certain Union Employees (the “Union Benefit Contributions”). Historically, the Debtors have made average monthly Union Benefit Contributions of \$541,500 to the Union Benefit Providers. The Union Employees contribute to certain of the plans administered by the Union Benefit Providers, with such contributions totaling approximately \$161,100. As of the Petition Date, the Debtors estimate that they owe approximately \$610,000 on account of the Union Benefit Contributions (the “Unpaid Union Benefit Contributions” and, together with the Unpaid Union Dues, the “Unpaid Union Payments”). The Debtors seek authority pay the Unpaid Union Payments and to continue such payments in the ordinary course of business on a postpetition basis.

E. Retirement Plans.

60. The Debtors offer retirement plans in the form of a 401(k) defined contribution plan and a pension plan (collectively, the “Retirement Plans”). The Debtors seek authority, but not direction, to pay any prepetition amounts owed on account of the Retirement Plans and to continue honoring their Retirement Plans obligations on a postpetition basis in the ordinary course of business and in a manner consistent with past practices.

1. The 401(k) Plan

61. The Debtors offer eligible Employees the opportunity to participate in a 401(k) plan (the “401(k) Plan”). The 401(k) Plan generally provides for pre-tax salary deductions of compensation up to limits set by the Internal Revenue Code. The Debtors provide a matching contribution, which is 30 percent of the first 6 percent they contribute (the “401(k) Contributions”). The match is made annually. The 401(k) Plan is administered by Empower Retirement (“Empower”) and allows for automatic pre-tax wage deductions of eligible compensation up to the limits set forth by the Internal Revenue Code.

62. Each pay period, the Debtors deduct the Employees' 401(k) contributions from the Employees' paychecks (the "401(k) Deductions") and hold such amounts in trust until they are forwarded to Empower. The Debtors deduct approximately \$1.9 million in the aggregate each month from Employee's paychecks on account of the 401(k) Deductions. As of the Petition Date, the Debtors estimate that they are current on account of the 401(k) Deductions (the "Unremitted 401(k) Deductions") but include this description out of an abundance of caution and seek authority to remit Unremitted 401(k) Deductions if any become due during the pendency of these chapter 11 cases.

63. In the 12 months before the Petition Date, the Debtors' monthly payments and disbursements on account of 401(k) Contributions averaged approximately \$365,000. As of the Petition Date, the Debtors estimate that they owe approximately \$29,000 on account of 401(k) Contributions (the "Unpaid 401(k) Contributions"). The Debtors also pay SageView Advisory Group, Buck, and Empower Retirement (the "401(k) Advisors") monthly administrative fees in the aggregate amount of \$8,208 (the "401(k) Advisor Fees"). As of the Petition Date, the Debtors owe approximately \$21,000 on account of the 401(k) Advisor Fees to the 401(k) Advisors. The Debtors seek authority to honor their commitment to 401(k) Contributions (whether due prepetition or arising postpetition), as well as payments to the 401(k) Advisors, in the ordinary course of business on a postpetition basis.

64. Many Employees' retirement savings solely consist of the 401(k) Plan, and many Employees choose to participate in the 401(k) Plan because of the 401(k) Contribution provision. Continuing the 401(k) Plan and the 401(k) Contributions are essential to maintaining Employee morale and protecting Employee expectations. In addition, the Debtors believe that the 401(k) Deductions are generally held in trust by the Debtors and are not property of their estates.

65. The Debtors seek the authority, but not direction, to (a) continue the 401(k) Plan in the ordinary course of business on a postpetition basis, (b) remit all Unremitted 401(k) Deductions collected in the ordinary course of business, and (c) pay any Unpaid 401(k) Contributions in the ordinary course of business (together, the “Unpaid 401(k) Expenses”) if any become due during the pendency of these chapter 11 cases.

2. Union Pension Plans

66. One of the Debtors sponsors The Joseph A. Bank Mfg. Co., Inc. Defined Benefit Pension Plan, which is a single-employer defined benefit pension plan as required by the terms of the CBA for the Mid-Atlantic Joint Board, Local 806 (the “Union Pension Plan”). The Debtors make quarterly contributions on behalf of the Union Employees in amounts that are actuarially determined in order to satisfy the minimum funding standards prescribed by the Internal Revenue Code and ERISA and provide the pension benefits specified in the CBA. Over the past 12 months, the Debtors have contributed approximately \$320,000 to the Union Pension Plan. As of the Petition Date, the Debtors do not believe that they owe any amounts on account of the Union Pension Plan. The Debtors seek authority, but not direction, to pay any prepetition amounts owed on account of the Union Pension Plan and to continue honoring their Union Pension Plan obligations on a postpetition basis in the ordinary course of business and in a manner consistent with past practices.

F. Paid Time Off.

67. In the ordinary course of business, the Debtors provide paid time off to their Employees, including sick pay (“Paid Time Off”). Paid Time Off generally accrues at specified rates up to a maximum amount based on the applicable state limit, if any. Accruals of Paid Time Off, however, are not a current cash payment obligation. Over the past 12 months, the Debtors paid approximately \$48 million in Paid Time Off. As of the Petition Date, the Debtors estimate

that approximately \$24.1 million in Paid Time Off has accrued. The Debtors do not believe any amounts are owed to Employees on account of the Paid Time off in excess of the \$13,650 statutory cap imposed by section 507(a)(4).

68. In addition, the Debtors provide certain other forms of paid and unpaid leave, including, for example, (a) paid holidays, (b) leave under the Family and Medical Leave Act, and (c) other paid and unpaid leaves of absence for personal reasons, including those required by law. Importantly, these other forms of paid and unpaid leave do not involve incremental cash outlays beyond standard payroll obligations.

69. The Debtors believe that the continuation of Paid Time Off is essential to maintaining Employee morale during these chapter 11 cases. Further, the policies are broad-based programs upon which all Employees have come to depend. The Debtors anticipate that their Employees will utilize any accrued Paid Time Off in the ordinary course of business, which will not create any material cash flow requirements beyond the Debtors' regular payroll obligations.

IV. Postpetition Non-Employee Director Compensation.

70. Tailored Brands, Inc. maintains a board of directors that includes non-Employee directors. As of the Petition Date, the Debtors' board of directors includes 8 non-Employee directors. The non-Employee Directors currently each receive a \$100,000 annual cash retainer, which is paid in advance on a quarterly basis in cash (the "Annual Cash Retainer"). The non-Employee Directors are also entitled to expense reimbursement for out-of-pocket expenses (together with the Annual Cash Retainer, the "Director Compensation"). As of the Petition Date, the Debtors do not owe any amounts on account of Director Compensation. The Debtors believe that they are authorized to pay any postpetition Director Compensation in the ordinary course; however, out of an abundance of caution, the Debtors seek authority to continue to pay the Director

Compensation on a postpetition basis in the ordinary course of business and consistent with their prepetition practices.

Basis for Relief

I. Sufficient Cause Exists to Authorize the Debtors to Honor the Employee Compensation and Benefits.

A. Certain Employee Compensation and Benefits Are Entitled to Priority Treatment.

71. Sections 507(a)(4) and 507(a)(5) of the Bankruptcy Code entitle the majority of the Employee Compensation and Benefits to priority treatment. As priority claims, the Debtors are required to pay such claims in full to confirm a chapter 11 plan. *See* 11 U.S.C. § 1129(a)(9)(B) (requiring payment of certain allowed unsecured claims for (a) wages, salaries, or commissions, including sick leave pay earned by an individual and (b) contributions to an employee benefit plan). Thus, granting the relief sought herein should only affect the timing of certain payments to the Employees and should not negatively affect recoveries for general unsecured creditors. Indeed, the Debtors submit that payment of the Employee Compensation and Benefits at this time enhances value for the benefit of all interested parties. Finding, attracting, and training new qualified talent would be extremely difficult and would most likely require higher salaries, guaranteed bonuses, and more comprehensive compensation packages than are currently provided to Employees. *See In re Equalnet Commc'ns Corp.*, 258 B.R. 368, 370 (Bankr. S.D. Tex. 2000) (“The need to pay [employee wage] claims in an ordinary course of business time frame is simple common sense. Employees are more likely to stay in place and to refrain from actions which could be detrimental to the case and/or the estate if their pay and benefits remain intact and uninterrupted.”).

B. Payment of Certain Employee Compensation and Benefits Is Required by Law.

72. The Debtors seek authority to pay the Withholding Obligations to the appropriate third-party entities. These amounts principally represent Employee earnings that governments, Employees, and judicial authorities have designated for deduction from the Employees' paychecks. Indeed, certain Withholding Obligations are not property of the Debtors' estates because the Debtors have withheld such amounts from the Employees' paychecks on another party's behalf. *See* 11 U.S.C. § 541(b)(1), (d); *see also Equalnet Commc'ns*, 258 B.R. at 370 (noting that, for tax obligations where funds are held by the debtor in trust, "the legal right to payment of such claims at any time appears irrefutable.") (citing *In re Al Copeland Enter., Inc.*, 991 F.2d 233 (5th Cir. 1993)).

73. Further, federal and state laws require the Debtors to withhold certain tax payments from the Employees' paychecks and to pay such amounts to the appropriate taxing authority. 26 U.S.C. §§ 6672, 7501(a); *see also City of Farrell v. Sharon Steel Corp.*, 41 F.3d 92, 95–97 (3d Cir. 1994) (finding that state law requiring a corporate debtor to withhold city income tax from its employees' wages created a trust relationship between debtor and the city for payment of withheld income taxes); *In re DuCharmes & Co.*, 852 F.2d 194, 196 (6th Cir. 1988) (noting that individual officers of a company may be held personally liable for failure to pay trust fund taxes). Because the Withholding Obligations may not be property of the Debtors' estates, the Debtors request that the Court authorize them to transmit the Withholding Obligations to the proper parties in the ordinary course of business.

74. Similarly, state laws require the Debtors to maintain the Workers' Compensation Program. If the Debtors fail to maintain the Workers' Compensation Program, state laws may prohibit the Debtors from operating in those states. Payment of all workers' compensation

amounts is therefore crucial to the Debtors' continued operations and the success of the Debtors' ongoing chapter 11 process.

II. Payment of the Employee and Temporary Staff Compensation and Benefits Is Proper Pursuant to Section 363(b)(1) of the Bankruptcy Code and the Doctrine of Necessity.

75. Section 363(c)(1) of the Bankruptcy Code expressly grants the Debtors the authority to "enter into transactions . . . in the ordinary course of business" and "use property of the estate in the ordinary course of business without notice or a hearing." Therefore, the Debtors believe they are permitted to pay all postpetition amounts due pursuant to the Employee Compensation and Benefits as such actions are in the ordinary course of business. Out of an abundance of caution, however, the Debtors seek entry of an order granting the relief requested herein to avoid any disruptions to their business operations.

76. Courts in the Fifth Circuit have recognized that it is appropriate to authorize the payment of prepetition obligations where necessary to protect and preserve the estate, including an operating business's going-concern value. *See, e.g., In re CoServ*, 273 B.R. 487, 497 (Bankr. N.D. Tex. 2002) (authorizing payment of certain prepetition claims pursuant to "doctrine of necessity"); *Equalnet Commc'ns*, 258 B.R. at 369–70 (business transactions critical to the survival of the business of the debtor are exceptions to the general rule of nonpayment of prepetition claims prior to plan confirmation); *see also In re Ionosphere Clubs, Inc.*, 98 B.R. 174, 175 (Bankr. S.D.N.Y. 1989) ("The ability of a Bankruptcy Court to authorize the payment of pre-petition debt when such payment is needed to facilitate the rehabilitation of the debtor is not a novel concept."); *Armstrong World Indus., Inc. v. James A. Phillips, Inc. (In re James A. Phillips, Inc.)*, 29 B.R. 391, 398 (S.D.N.Y. 1983). In doing so, these courts acknowledge that several legal theories rooted in sections 105(a), 363(b), and 1107(a) of the Bankruptcy Code support the payment of prepetition claims as provided herein.

77. The relief requested herein may be granted by the Court pursuant to sections 363(b) and 105(a) of the Bankruptcy Code. Section 363 of the Bankruptcy Code provides, in relevant part, that “[t]he [debtor], after notice and a hearing, may use, sell, or lease, other than in the ordinary course of business, property of the estate.” 11 U.S.C. § 363(b)(1). Section 363(b) of the Bankruptcy Code permits a debtor, subject to court approval, to pay prepetition obligations where a sound business purpose exists for doing so. *See Ionosphere Clubs*, 98 B.R. at 175 (noting that section 363(b) provides “broad flexibility” to authorize a debtor to honor prepetition claims where supported by an appropriate business justification). In addition, under section 1107(a) of the Bankruptcy Code, a debtor in possession has, among other things, the “implied duty of the debtor-in-possession to ‘protect and preserve the estate, including an operating business’ going-concern value.” *In re CEI Roofing, Inc.*, 315 B.R. 50, 59 (Bankr. N.D. Tex. 2004) (quoting *CoServ*, 273 B.R. at 497).

78. In addition, courts may authorize payment of prepetition claims in appropriate circumstances under section 105(a) of the Bankruptcy Code. Section 105(a) of the Bankruptcy Code, which codifies the inherent equitable powers of a bankruptcy court, empowers bankruptcy courts to “issue any order, process, or judgment that is necessary or appropriate to carry out the provisions of this title.” 11 U.S.C. § 105(a); *CoServ*, 273 B.R. at 497 (finding that sections 105 and 1107 of the Bankruptcy Code provide the authority for a debtor-in-possession to pay prepetition claims); *CEI Roofing*, 315 B.R. at 60 (finding that “[b]ecause Congress has specifically provided that prepetition wage claims up to a certain amount per claim be elevated to priority status under § 503(1)(3)” the court’s job is easier when it considers approval of such prepetition claims); *In re Mirant Corp.*, 296 B.R. 427, 429 (Bankr. N.D. Tex. 2003) (noting that non-payment of prepetition claims may seriously damage a debtor’s business). The above-referenced sections of

the Bankruptcy Code therefore authorize the postpetition payment of prepetition claims when the payments are critical to preserving the going-concern value of the debtor's estate, as is the case here. *See, e.g., CoServ*, 273 B.R. at 497 (“[I]t is only logical that the bankruptcy court be able to use [s]ection 105(a) of the [Bankruptcy] Code to authorize satisfaction of the prepetition claim in aid of preservation or enhancement of the estate.”).

79. Payment of the Employee Compensation and Benefits is warranted under this authority and the facts of these chapter 11 cases. The majority of the Employees rely exclusively on the Employee Compensation and Benefits to satisfy their daily living expenses. Consequently, Employees will be exposed to significant financial difficulties if the Debtors are not permitted to honor obligations for unpaid Employee Compensation and Benefits. Additionally, continuing ordinary course benefits will help maintain Employee morale and minimize the adverse effect of the commencement of these chapter 11 cases on the Debtors' ongoing business operations.

80. Employees provide the Debtors with services necessary to conduct the Debtors' business, and the Debtors believe that, absent the payment of the Employee Compensation and Benefits, the Debtors may experience turnover and instability at this critical time in these chapter 11 cases. The Debtors believe that, without these payments, the Employees may become demoralized and unproductive because of the potential significant financial strain and other hardships these Employees may face. These Employees may then elect to seek alternative employment opportunities. Additionally, a significant portion of the value of the Debtors' business is tied to their workforce, which cannot be replaced without significant efforts—efforts that might not be successful given the overhang of these chapter 11 cases. Enterprise value may be materially impaired to the detriment of all stakeholders in such a scenario. The Debtors therefore believe that payment of the prepetition obligations with respect to the Employee Compensation and Benefits

is a necessary and critical element of the Debtors' efforts to preserve value and will give the Debtors the greatest likelihood of retention of their Employees as the Debtors seek to operate their business in these chapter 11 cases.

III. A Limited Waiver of the Automatic Stay for Workers' Compensation Claims Is Appropriate Here.

81. Section 362(a)(1) of the Bankruptcy Code operates to stay:

[T]he commencement or continuation, including the issuance or employment of process, of a judicial, administrative, or other action or proceeding against the debtor that was or could have been commenced before the commencement of the case under this title, or to recover a claim against the debtor that arose before the commencement of the case under this title

Section 362 of the Bankruptcy Code, however, permits a debtor or other parties in interest to request a modification or termination of the automatic stay for "cause." 11 U.S.C. § 362(d)(1).

82. The Debtors seek authorization, under section 362(d) of the Bankruptcy Code, to permit their Employees to proceed with their claims under the Workers' Compensation Program in the appropriate judicial or administrative forum. The Debtors believe that cause exists to modify the automatic stay because staying an Employee's workers' compensation claim could have a detrimental effect on the financial well-being and morale of the Employees and lead to the departure of certain Employees. Such departures could cause a severe disruption in the Debtors' business to the detriment of all stakeholders. In addition, as noted above, if the Debtors fail to maintain the Workers' Compensation Program, state laws may prohibit the Debtors from operating in those states. The Debtors request a limited waiver of the automatic stay for purposes of allowing the Workers' Compensation Program to proceed.

Processing of Checks and Electronic Fund Transfers Should Be Authorized

83. The Debtors have sufficient funds to pay the amounts described in this Motion in the ordinary course of business by virtue of expected cash flows from ongoing business operations

and anticipated access to cash collateral and debtor in possession financing. In addition, under the Debtors' existing cash management system, the Debtors can readily identify checks or wire transfer requests as relating to an authorized payment in respect of the Employee Compensation and Benefit obligations. The Debtors believe that checks or wire transfer requests, other than those relating to authorized payments, will not be honored inadvertently. Therefore, the Debtors respectfully request that the Court authorize and direct all applicable financial institutions, when requested by the Debtors, to receive, process, honor, and pay any and all checks or wire transfer requests in respect of the relief requested in this Motion.

Emergency Consideration

84. The Debtors request emergency consideration of this Motion pursuant to Bankruptcy Rule 6003, which empowers a court to grant relief within the first 21 days after the commencement of a chapter 11 case "to the extent that relief is necessary to avoid immediate and irreparable harm." An immediate and orderly transition into chapter 11 is critical to the viability of their operations and that any delay in granting the relief requested could hinder the Debtors' operations and cause irreparable harm. Failure to receive the requested relief during the first 21 days of these chapter 11 cases would severely disrupt the Debtors' operations at this critical juncture and imperil the Debtors' restructuring. The Debtors have satisfied the "immediate and irreparable harm" standard of Bankruptcy Rule 6003 and request that the Court approve the relief requested in this Motion on an emergency basis.

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

85. 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

86. 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 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

87. 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 requests service pursuant to Bankruptcy Rule 2002. In light of the nature of the relief requested, no other or further notice need be given.

[Remainder of page intentionally left blank.]

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/ Victoria Argeroplos

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and Debtors in Possession*

Certificate of Accuracy

I certify that the foregoing statements are true and accurate to the best of my knowledge. This statement is being made pursuant to Bankruptcy Local Rule 9013-1(i).

/s/ Victoria Argeroplos

Victoria Argeroplos

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/ Victoria Argeroplos

Victoria Argeroplos

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

In re:

TAILORED BRANDS, INC., *et al.*,¹

Debtors.

)
) Chapter 11
)
) Case No. 20-33900 (MI)
)
) (Joint Administration Requested)
)
) **Re: Docket No. _____**

**ORDER AUTHORIZING THE DEBTORS TO
(I) PAY PREPETITION EMPLOYEE WAGES, SALARIES,
OTHER COMPENSATION, AND REIMBURSABLE EMPLOYEE
EXPENSES AND (II) CONTINUE EMPLOYEE BENEFITS PROGRAMS**

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 the Debtors to (a) pay all prepetition wages, salaries, other compensation, reimbursable employee expenses; (b) continue the Employee Benefits Programs in the ordinary course of business, including payment of prepetition obligations related thereto, and (c) 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 have the meanings ascribed 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 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 Debtors are authorized, but not directed, in their sole discretion, to continue, modify, change, and discontinue the Employee Compensation and Benefits and to implement new employee compensation programs, policies, and employee benefits in the ordinary course of business during these chapter 11 cases and without the need for further Court approval, subject to applicable law.

2. The Debtors are authorized, but not directed, in their sole discretion, to pay and honor prepetition amounts outstanding under or related to the Employee Compensation and Benefits Programs in the ordinary course of business.

3. Pursuant to section 362(d) of the Bankruptcy Code: (a) Employees are authorized to proceed with their claims under the Workers' Compensation Program in the appropriate judicial or administrative forum, and the Debtors are authorized, but not directed, to continue the Workers' Compensation Program and pay all prepetition amounts related thereto in the ordinary course of business; and (b) the notice requirements pursuant to Bankruptcy Rule 4001(d) with respect to clause (a) are waived. This modification of the automatic stay pertains solely to claims under the Workers' Compensation Program and any such claims must be pursued in accordance with the

applicable Workers' Compensation Program. Payment on account of any recoveries obtained in connection with a claim brought pursuant to this paragraph is limited to the terms and conditions of the applicable Workers' Compensation Program, including with regard to any policy limits or caps.

4. The Debtors are authorized, but not directed, to forward any unpaid amounts on account of Deductions or Payroll Taxes to the appropriate third-party recipients or taxing authorities in accordance with the Debtors' prepetition policies and practices.

5. The Debtors are authorized, but not directed, to pay costs and expenses incidental to payment of the Employee Compensation and Benefits obligations, including all administrative and processing costs and payments to outside professionals.

6. Nothing herein shall be deemed to authorize the payment of any amounts which violates or implicates section 503(c) of the Bankruptcy Code; *provided* that nothing herein shall prejudice the Debtors' ability to seek approval of relief pursuant to section 503(c) of the Bankruptcy Code at a later time.

7. Nothing contained herein is intended or should be construed to create an administrative priority claim on account of the Employee Compensation and Benefits obligations.

8. The banks and financial institutions on which checks were drawn or electronic fund transfer requests made in payment of the prepetition obligations approved herein are authorized to receive, process, honor, and pay all such checks and electronic fund transfer requests when presented for payment, and all such banks and financial institutions are authorized to rely on the Debtors' designation of any particular check or electronic fund transfer requests as approved by this Order.

9. The Debtors shall not honor any prepetition claims or obligations on account of the Employee Compensation and Benefits to any individual that exceed the priority amounts set forth in sections 507(a)(4) and 507(a)(5) of the Bankruptcy Code. If unpaid prepetition claims or obligations to any Employee exceed the \$13,650 priority wages cap imposed by section 507(a)(4) of the Bankruptcy Code, the Debtors shall seek such relief pursuant to a separate motion.

10. The Debtors shall not make any bonus, incentive, retention, or severance payments to any Insiders (as such term is defined in section 101(31) of the Bankruptcy Code) without further order of this Court.

11. The Debtors are authorized, but not directed, in their discretion to continue the Non-Insider Employee Incentive Programs and the Non-Insider Employee Severance Program and to pay and honor any amounts related thereto to non-insiders in the ordinary course of business and consistent with the Debtors' prepetition practices. Before making any payments pursuant to the Store Employee Bonus Program, the Corporate Non-Management Bonus Program, or the Non-Insider Employee Severance Program in excess of \$50,000 to any individual, the Debtors shall provide five (5) days' advance notice to the U.S. Trustee and any statutory committee appointed in these chapter 11 cases of (a) the title of the Claimant, (b) the amount of the proposed payment to such Claimant, (c) the proposed payment date, and (d) a copy of the plan or program under which the proposed payments are to be made by the Debtors. The Debtors shall maintain a matrix or schedule of amounts paid related to the Non-Insider Employee Incentive Programs subject to the terms and conditions of this Order, including the following information: (a) the name of the Claimant paid; (b) the amount of the payment to such Claimant; (c) the total amount paid to the Claimant from entry of this Order to date; (d) the payment date; and (e) the purpose of such payment. The Debtors shall provide a copy of such matrix or schedule to the U.S. Trustee

and any statutory committee appointed in these chapter 11 cases every 30 days beginning upon entry of this Order.

12. 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.

13. 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.

14. 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 the Employee Compensation and Benefits Programs.

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

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

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

18. 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

TAB NN

Order Authorizing the Debtors to (I) Pay Prepetition Employee Wages, Salaries, Other Compensation, and Reimbursable Employee Expenses and (II) Continue Employee Benefits Programs



ENTERED
08/03/2020

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

In re:

TAILORED BRANDS, INC., *et al.*,¹

Debtors.

)
) Chapter 11
)
) Case No. 20-33900 (MI)
)
) (Joint Administration Requested)
)
) **Re: Docket No. 23**

**ORDER AUTHORIZING THE DEBTORS TO
(I) PAY PREPETITION EMPLOYEE WAGES, SALARIES,
OTHER COMPENSATION, AND REIMBURSABLE EMPLOYEE
EXPENSES AND (II) CONTINUE EMPLOYEE BENEFITS PROGRAMS**

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 the Debtors to (a) pay all prepetition wages, salaries, other compensation, reimbursable employee expenses; (b) continue the Employee Benefits Programs in the ordinary course of business, including payment of prepetition obligations related thereto, and (c) 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 have the meanings ascribed 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 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 Debtors are authorized, but not directed, in their sole discretion, to continue, modify, change, and discontinue the Employee Compensation and Benefits and to implement new employee compensation programs, policies, and employee benefits in the ordinary course of business during these chapter 11 cases and without the need for further Court approval, subject to applicable law. The Debtors provide shall provide five (5) days' advance notice to the U.S. Trustee and any statutory committee appointed in these chapter 11 cases of any material changes or modifications to Employee Compensation and Benefits and any new employee compensation or benefit plans or programs.

2. The Debtors are authorized, but not directed, in their sole discretion, to pay and honor prepetition amounts outstanding under or related to the Employee Compensation and Benefits Programs in the ordinary course of business.

3. Pursuant to section 362(d) of the Bankruptcy Code: (a) Employees are authorized to proceed with their claims under the Workers' Compensation Program in the appropriate judicial or administrative forum, and the Debtors are authorized, but not directed, to continue the Workers' Compensation Program and pay all prepetition amounts related thereto in the ordinary course of

business; and (b) the notice requirements pursuant to Bankruptcy Rule 4001(d) with respect to clause (a) are waived. This modification of the automatic stay pertains solely to claims under the Workers' Compensation Program and any such claims must be pursued in accordance with the applicable Workers' Compensation Program. Payment on account of any recoveries obtained in connection with a claim brought pursuant to this paragraph is limited to the terms and conditions of the applicable Workers' Compensation Program, including with regard to any policy limits or caps.

4. The Debtors are authorized, but not directed, to forward any unpaid amounts on account of Deductions or Payroll Taxes to the appropriate third-party recipients or taxing authorities in accordance with the Debtors' prepetition policies and practices.

5. The Debtors are authorized, but not directed, to pay costs and expenses incidental to payment of the Employee Compensation and Benefits obligations, including all administrative and processing costs and payments to outside professionals.

6. Nothing herein shall be deemed to authorize the payment of any amounts which violates or implicates section 503(c) of the Bankruptcy Code; *provided* that nothing herein shall prejudice the Debtors' ability to seek approval of relief pursuant to section 503(c) of the Bankruptcy Code at a later time.

7. Nothing contained herein is intended or should be construed to create an administrative priority claim on account of the Employee Compensation and Benefits obligations.

8. The banks and financial institutions on which checks were drawn or electronic fund transfer requests made in payment of the prepetition obligations approved herein are authorized to receive, process, honor, and pay all such checks and electronic fund transfer requests when presented for payment, and all such banks and financial institutions are authorized to rely on the

Debtors' designation of any particular check or electronic fund transfer requests as approved by this Order.

9. The Debtors shall not honor any prepetition claims or obligations on account of the Employee Compensation and Benefits to any individual that exceed the priority amounts set forth in sections 507(a)(4) and 507(a)(5) of the Bankruptcy Code. If unpaid prepetition claims or obligations to any Employee exceed the \$13,650 priority wages cap imposed by section 507(a)(4) of the Bankruptcy Code, the Debtors shall seek such relief pursuant to a separate motion.

10. The Debtors shall not make any bonus, incentive, retention, or severance payments to any Insiders (as such term is defined in section 101(31) of the Bankruptcy Code) without further order of this Court.

11. The Debtors are authorized, but not directed, in their discretion to continue the Non-Insider Employee Incentive Programs and the Non-Insider Employee Severance Program and to pay and honor any amounts related thereto to non-insiders in the ordinary course of business and consistent with the Debtors' prepetition practices. Before making any payments pursuant to the Store Employee Bonus Program, the Corporate Non-Management Bonus Program, or the Non-Insider Employee Severance Program in excess of \$50,000 to any individual, the Debtors shall provide five (5) days' advance notice to the U.S. Trustee and any statutory committee appointed in these chapter 11 cases of (a) the title of the Claimant, (b) the amount of the proposed payment to such Claimant, (c) the proposed payment date, and (d) a copy of the plan or program under which the proposed payments are to be made by the Debtors. The Debtors shall maintain a matrix or schedule of amounts paid related to the Non-Insider Employee Incentive Programs subject to the terms and conditions of this Order, including the following information: (a) the name of the Claimant paid; (b) the amount of the payment to such Claimant; (c) the total amount

paid to the Claimant from entry of this Order to date; (d) the payment date; and (e) the purpose of such payment. The Debtors shall provide a copy of such matrix or schedule to the U.S. Trustee and any statutory committee appointed in these chapter 11 cases every 30 days beginning upon entry of this Order.

12. 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.

13. 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.

14. 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 the Employee Compensation and Benefits Programs.

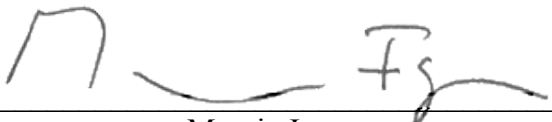
15. Notice of the Motion satisfies the requirements of Bankruptcy Rule 6004(a) and the Local Rules are satisfied by such notice.

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

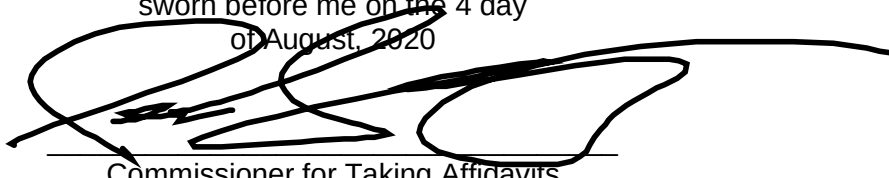
17. The Debtors are authorized to take all actions necessary to effectuate the relief granted in this Order in accordance with the Motion.

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

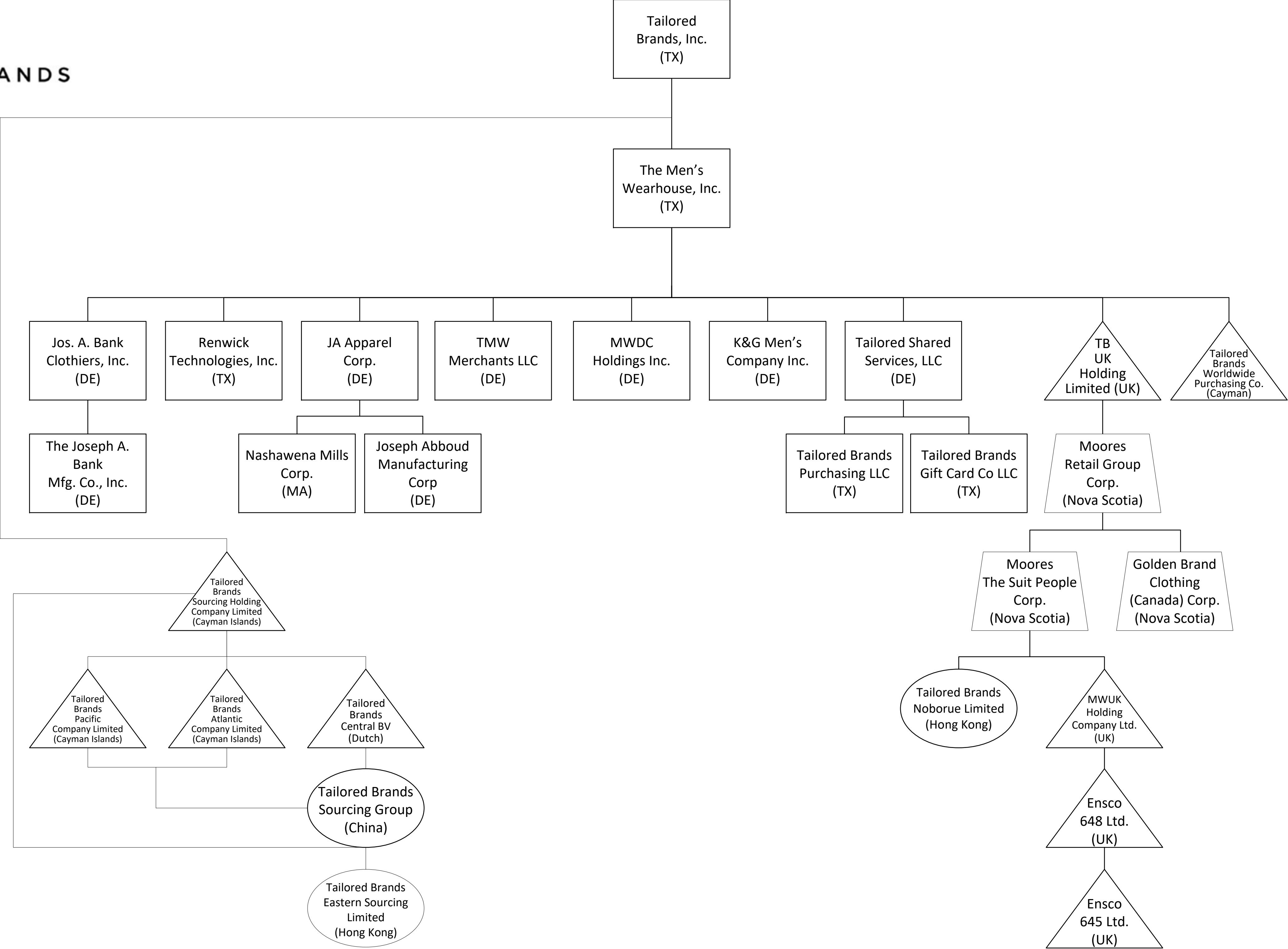
Signed: August 03, 2020


Marvin Isgur
United States Bankruptcy Judge

This is Exhibit "G"
to the affidavit of Holly Etlin,
sworn before me on the 4 day
of August, 2020

A large, stylized handwritten signature in black ink, written over a horizontal line. The signature is composed of several loops and strokes, with the final stroke extending to the right.

Commissioner for Taking Affidavits



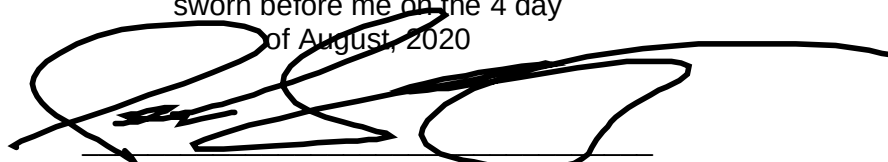
Legend

- United States
- Canada¹
- Asia
- Europe

Note: 100% ownership except where otherwise noted

1. Moore's Retail Group Corp., Moore's The Suit People Corp., and Golden Brand Clothing (Canada) Corp. are unlimited liability corporations.

This is Exhibit "H"
to the affidavit of Holly Etlin,
sworn before me on the 4 day
of August, 2020



Commissioner for Taking Affidavits

SENIOR SECURED SUPER-PRIORITY DEBTOR-IN-POSSESSION CREDIT AGREEMENT

dated as of

[], 2020

among

TAILORED BRANDS, INC.,
as a U.S. Borrower,

THE MEN'S WEARHOUSE, INC.,
as a U.S. Subsidiary Borrower and the Borrower Representative,

the other Domestic Subsidiaries from time to time party hereto,
as U.S. Subsidiary Borrowers,

MOORES THE SUIT PEOPLE CORP.,
as Canadian Borrower,

the other Loan Parties from time to time party hereto,

the Lenders from time to time party hereto,

JPMORGAN CHASE BANK, N.A.,
as Administrative Agent,

and

JPMORGAN CHASE BANK, N.A. TORONTO BRANCH,
as Canadian Administrative Agent

JPMORGAN CHASE BANK, N.A.,
BANK OF AMERICA, N.A., and
WELLS FARGO BANK, N.A.
as Joint Bookrunners and Joint Lead Arrangers

BANK OF AMERICA, N.A., and
WELLS FARGO BANK, N.A.
as Co-Syndication Agents

U.S. BANK, NATIONAL ASSOCIATION and
FIFTH THIRD BANK
as Co-Documentation Agents

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SENIOR SECURED SUPER-PRIORITY DEBTOR-IN-POSSESSION CREDIT AGREEMENT, dated as of [____], 2020, among TAILORED BRANDS, INC., a Texas corporation, THE MEN'S WEARHOUSE, INC., a Texas corporation (the "Company"), as debtor and debtor-in-possession, each of the other U.S. Subsidiary Borrowers from time to time party hereto, MOORES THE SUIT PEOPLE CORP., a Nova Scotia unlimited liability company and an applicant under the CCAA (the "Canadian Borrower") and, together with the U.S. Borrowers, the "Borrowers"), the Canadian Guarantors from time to time party hereto, the Lenders from time to time party hereto, JPMORGAN CHASE BANK, N.A., as Administrative Agent, and JPMORGAN CHASE BANK, N.A. TORONTO BRANCH, as Canadian Administrative Agent.

R E C I T A L S:

WHEREAS, on [●], 2020 (the "Petition Date"), the Borrowers (collectively, the "Debtors", and each individually, a "Debtor") commenced voluntary cases (collectively, the "US Cases" and each individually, a "Case") in the United States Bankruptcy Court for the Southern District of Texas (the "U.S. Court"). The Debtors continue to operate their businesses and manage their properties as debtors and debtors-in-possession pursuant to Sections 1107 and 1108 of the Bankruptcy Code.

WHEREAS, also on or shortly after the Petition Date, the Canadian Borrower, in its capacity a foreign representative, filed an application (the "Canadian Case" and, together with the US Cases, the "Cases") before the Ontario Superior Court of Justice (Commercial List) (the "Canadian Court") pursuant to Part IV of the Companies' Creditors Arrangement Act, R.S.C. 1985, c. C-36, as amended (the "CCAA") for the purposes of, among other things, obtaining an order of the Canadian Court recognizing the US Cases as a foreign main proceeding, imposing a stay of proceedings in respect of the Debtors and authorizing Canadian Borrower and the Canadian Guarantors to retain possession of its assets and to continue to operate its business under the CCAA;

WHEREAS, prior to the Petition Date, the Lenders provided financing to the Borrowers pursuant to that certain Credit Agreement dated as of June 18, 2014, as amended, supplemented and otherwise modified on June 18, 2014, July 28, 2014, January 31, 2016, June 30, 2016, October 25, 2017 and April 30, 2019, among the Borrowers, the other Loan Parties, the Prepetition Lenders, and JPMorgan Chase Bank, N.A., as the Prepetition Agent, and the other parties thereto (as amended, amended and restated, supplemented or otherwise modified from time to time through the date hereof, the "Prepetition Credit Agreement").

WHEREAS, as of the Petition Date, the Prepetition Lenders under the Prepetition Credit Agreement were owed approximately \$[●] in Revolving Loans and \$[●] in maximum aggregate amounts available to be drawn under outstanding Letters of Credit (as defined in the Prepetition Credit Agreement), plus interest, fees, costs and expenses and all other Prepetition Lender Obligations under the Prepetition Credit Agreement.

WHEREAS, the Obligations under and as defined in the Prepetition Credit Agreement are secured by a Lien in substantially all of the existing and after-acquired assets of the Borrowers and the other Loan Parties as more fully set forth in the Prepetition Loan Documents, and such Lien is perfected and, with certain exceptions, as described in the Prepetition Loan Documents, has priority over other Liens.

WHEREAS, the Borrowers have requested, and, upon the terms set forth in this Agreement, the Lenders have agreed to make available to the Borrowers, a senior secured super-priority revolving credit facility of up to \$500,000,000 in the aggregate with a \$150,000,000 Letter of Credit sublimit that is automatically convertible into a secured exit facility upon the satisfaction (or waiver) of certain conditions in the form of \$430,000,000 in aggregate initial principal amount of commitments to be made available to

the Borrowers at any time and from time to time until the Maturity Date subject to the terms and conditions set forth herein (the “Revolving Credit Facility”).

WHEREAS, the Borrowers and other Loan Parties have agreed to secure all of their Obligations under the Loan Documents by granting to the Administrative Agent, for the benefit of the Administrative Agent and the other Lender Parties, a Lien in and upon all of their existing and after-acquired personal and real property, subject to the limitations and priorities contained in the Loan Documents and the Interim Order, the Canadian Recognition Order and the Final Order.

NOW, THEREFORE, the parties hereto hereby agree as follows:

ARTICLE I

Definitions

SECTION 1.01 Defined Terms. As used in this Agreement, the following terms have the meanings specified below:

“ABL Priority Collateral” has the meaning set forth in the Intercreditor Agreement.

“ABR,” when used in reference to any Loan or Borrowing, refers to whether such Loan, or the Loans comprising such Borrowing, bears interest at a rate determined by reference to the Alternate Base Rate.

“Acceptable Plan” means a Plan of Reorganization that is consistent with the RSA and otherwise satisfactory to the Administrative Agent, the Required Lenders and the Loan Parties in their reasonable discretion (as the same may be amended, supplemented, or modified from time to time after entry thereof in accordance with the terms thereof); it being agreed that the Plan (as defined in the RSA) is an “Acceptable Plan” to the Administrative Agent and the Required Lenders.¹

“Account” has the meaning set forth in the applicable Security Agreement.

“Account Debtor” means any Person obligated on an Account.

“Actual Cash Receipts” means the sum of all cash receipts received by the Loan Parties (excluding any borrowings under this Agreement) during the relevant period of determination which corresponds to the budgeted cash receipts described in the line item contained in the Approved Budget across from the heading “Operating Receipts”, as determined in a manner consistent with the Approved Budget.

“Actual Disbursement Amount” means the sum of all cash expenditures made by the Loan Parties during the relevant period of determination which corresponds to each of the budgeted cash expenditures described in the line item contained in the Approved Budget across from the headings “Total Disbursements” (but excluding the line item across from the headings “Professional Fees”) determined in a manner consistent with the Approved Budget.

“Adjusted LIBO Rate” means, with respect to any Eurodollar Borrowing for any Interest Period or for any ABR Borrowing, an interest rate per annum equal to (a) the LIBO Rate for such Interest Period multiplied by (b) the Statutory Reserve Rate.

¹ Subject to review.

“Administrative Agent” means JPMCB, in its capacity as administrative agent hereunder and under the other Loan Documents, and its successors in such capacity as provided in Article VIII.

“Administrative Agents” means the Administrative Agent and the Canadian Administrative Agent.

“Administrative Questionnaire” means an Administrative Questionnaire in a form supplied by the Administrative Agent.

“Agent Fee Letter” means the Fee Letter dated August [___], 2020, among Parent, the Administrative Agent and the other parties thereto, with respect to fees payable to the Administrative Agent and the other persons named therein for their respective accounts.

“Agents” means, individually and collectively as the context may require, the Administrative Agent, the Canadian Administrative Agent, the Arrangers, the Co-Syndication Agents and the Co-Documentation Agents.

“Affiliate” means, with respect to a specified Person, another Person that directly or indirectly Controls or is Controlled by or is under common Control with the Person specified.

“Aggregate Borrowing Base” means (i) the U.S. Borrowing Base *plus* (ii) the lesser of (x) the Canadian Commitments and (y) the Canadian Borrowing Base.

“Agreement” means this Senior Secured Super-Priority Debtor-in-Possession Credit Agreement, as modified, amended or restated from time to time.

“Alternate Base Rate” means, for any day, a rate per annum equal to the greatest of (a) the Prime Rate in effect on such day, (b) the NYFRB Rate in effect on such day plus ½ of 1% and (c) the Adjusted LIBO Rate for a one month Interest Period on such day (or if such day is not a Business Day, the immediately preceding Business Day) plus 1%, provided that, for the purpose of this definition, the Adjusted LIBO Rate for any day shall be based on the LIBO Screen Rate (or if the LIBO Screen Rate is not available for such one month Interest Period, the Interpolated Rate) at approximately 11:00 a.m. London time on such day. Any change in the Alternate Base Rate due to a change in the Prime Rate, the NYFRB Rate or the Adjusted LIBO Rate shall be effective from and including the effective date of such change in the Prime Rate, the NYFRB Rate or the Adjusted LIBO Rate, respectively. If the Alternate Base Rate is being used as an alternate rate of interest pursuant to Section 2.14 hereof, then the Alternate Base Rate shall be the greater of clause (a) and (b) above and shall be determined without reference to clause (c) above.

“AML Legislation” has the meaning set forth in Section 9.20.

“Anti-Corruption Laws” means all laws, rules and regulations of any jurisdiction applicable to the Borrowers or their respective Affiliates from time to time concerning or relating to bribery or corruption.

“Applicable Administrative Agent” means (a) with respect to the Canadian Facility and Canadian Letters of Credit, the Canadian Administrative Agent and (b) otherwise, the Administrative Agent.

“applicable Borrower(s)” or “applicable Loan Parties” means with respect to any amount required to be paid hereunder, the Borrowers, jointly and severally.

“Applicable Commitment Fee Rate” means 0.30% per annum.

“Applicable Percentage” means, for any Revolving Lender:

(a) with respect to payments, computations and other matters relating to the U.S. Commitments or U.S. Revolving Loans, U.S. LC Exposure, U.S. Protective Advances, U.S. Overadvances or U.S. Swingline Loans, a percentage equal to a fraction (i) the numerator of which is the U.S. Commitment of such Revolving Lender and (ii) the denominator of which is the aggregate U.S. Commitments of all the U.S. Revolving Lenders (or, if the aggregate U.S. Commitments have terminated or expired, the Applicable Percentage shall be determined based upon such Revolving Lender’s share of the aggregate U.S. Revolving Exposure);

(b) with respect to payments, computations and other matters relating to the Canadian Commitment or Canadian Revolving Loans, Canadian LC Exposure, Canadian Protective Advances or Canadian Overadvances, a percentage equal to a fraction (i) the numerator of which is the Canadian Commitment of such Revolving Lender and (ii) the denominator of which is the aggregate Canadian Commitments of all the Canadian Revolving Lenders (or, if the aggregate Canadian Commitments have terminated or expired, the Applicable Percentage shall be determined based upon such Revolving Lender’s share of the aggregate Canadian Revolving Exposure); and

(c) with respect to payments, computations and other matters relating to the Revolving Commitments generally, a percentage equal to a fraction, the numerator of which is (i) the aggregate Revolving Commitment of such Revolving Lender and (ii) the denominator of which is the aggregate Revolving Commitments of all the Revolving Lenders (or, if the aggregate Revolving Commitments have terminated or expired, the Applicable Percentage shall be determined based upon such Revolving Lender’s share of the aggregate Revolving Exposure);

provided that for purposes of Section 2.20 when a Defaulting Lender shall exist, any such Defaulting Lender’s Revolving Commitments shall be disregarded in the calculations set forth above.

“Applicable Rate” means, for any day, with respect to any Loan, as the case may be, the applicable rate per annum set forth in the pricing grid below under the caption “Adjusted LIBO/CDOR Rate Loans” or “ABR/Canadian Prime Rate Loans,” as the case may be:

ADJUSTED LIBO/CDOR RATE LOANS	ABR/CANADIAN PRIME RATE LOANS
2.50%	1.50%

“Applicable Share” has the meaning set forth in Section 10.10.

“Approved Budget” means the budget in the form of Annex A and initially furnished to the Administrative Agent on or prior to the Effective Date, as the same may be updated, modified or supplemented from time to time as provided in Section 5.01. The initial Approved Budget shall depict, on a weekly and line item basis, (i) projected cash receipts, (ii) projected cash disbursements (including ordinary course operating expenses, bankruptcy-related expenses (including professional fees of the Loan Parties’ professionals and advisors), asset sales and any other fees and expenses relating to the Loan Documents), (iii) net cash flows, (iv) Availability, (v) liquidity and (vi) professional fees and disbursements with respect to the Loan Parties’ professionals], in each case for the first thirteen (13) fiscal week period from the Petition Date, and such initial Approved Budget shall be approved by, and in form and substance reasonably satisfactory to, the Administrative Agent and the Required Lenders in their sole discretion (it being acknowledged and agreed that the initial Approved Budget attached hereto as Annex A is approved by and reasonably satisfactory to the Administrative Agent and the Required Lenders).

“Approved Fund” means any Person (other than a natural person) that is engaged in making, purchasing, holding or investing in commercial loans and similar extensions of credit in the ordinary course of its activities and that is administered or managed by (a) a Lender, (b) an Affiliate of a Lender or (c) an entity or an Affiliate of an entity that administers or manages a Lender.

“Arrangers” means, JPMCB and Bank of America, N.A., in their capacities as joint bookrunners and joint lead arrangers for the Revolving Credit Facility established hereby.

“Article 55 BRRD” means Article 55 of Directive 2014/59/EU establishing a framework for the recovery and resolution of credit institutions and investment firms.

“Asset Sale” has the meaning set forth in Section 6.05.

“Assignment and Assumption” means an assignment and assumption entered into by a Lender and an Eligible Assignee, with the consent of any Person whose consent is required by Section 9.04, and accepted by the Administrative Agent, in the form of Exhibit A or any other form approved by the Administrative Agent.

“Automatic Stay” means the automatic stay provided under Section 362 of the Bankruptcy Code.

“Availability” means, at any time, an amount equal to (a) the Line Cap at such time *minus* (b) the total Credit Exposure of all Lenders at such time.

“Availability Period” means the period from and including the Effective Date to but excluding the earlier of the Maturity Date and the date of termination of the aggregate Revolving Commitments.

“Bail-In Action” means the exercise of any Write-Down and Conversion Powers.

“Bail-In Legislation” means in relation to an EEA Member Country which has implemented, or which at any time implements, Article 55 BRRD, the relevant implementing law or regulation 13 as described in the EU Bail-In Legislation Schedule from time to time.

“Banking Services” means each and any of the following bank services provided to any Loan Party or any Subsidiary by any Lender or any of its Affiliates: (a) credit cards for commercial customers (including, without limitation, “commercial credit cards” and purchasing cards), (b) treasury management services (including, without limitation, controlled disbursement, automated clearinghouse transactions, return items, overdrafts and interstate depository network services) and (c) supply chain financing.

“Banking Services Obligations” means any and all obligations of the Loan Parties, whether absolute or contingent and howsoever and whensoever created, arising, evidenced or acquired (including all renewals, extensions and modifications thereof and substitutions therefor), in connection with Banking Services.

“Banking Services Reserves” means all Reserves that the Administrative Agent from time to time establishes in its Permitted Discretion for Banking Services then provided or Banking Services Obligations then outstanding.

“Bankruptcy Code” means title 11 of the United States Code, as amended.

“Bankruptcy Event” means, with respect to any Person, such Person becomes the subject of a bankruptcy or insolvency proceeding, or has had a receiver, conservator, trustee, administrator, custodian,

assignee for the benefit of creditors or similar Person charged with the reorganization or liquidation of its business appointed for it (including any corporate law or other law permitting a Person to obtain a stay of proceedings or compromise of claims of its creditors against it), or, in the good faith determination of the Administrative Agent, has taken any action in furtherance of, or indicating its consent to, approval of, or acquiescence in, any such proceeding or appointment, provided that a Bankruptcy Event shall not result solely by virtue of any ownership interest, or the acquisition of any ownership interest, in such Person by a Governmental Authority or instrumentality thereof, unless such ownership interest results in or provides such Person with immunity from the jurisdiction of courts within the United States or Canada or from the enforcement of judgments or writs of attachment on its assets or permit such Person (or such Governmental Authority or instrumentality) to reject, repudiate, disavow or disaffirm any contracts or agreements made by such Person.

“Bankruptcy Rules” means the Federal Rules of Bankruptcy Procedure, as the same may from time to time be in effect and applicable to the Cases.

“Board of Governors” means the Board of Governors of the Federal Reserve System of the United States of America.

“Borrower” or “Borrowers” means, individually or collectively, the U.S. Borrowers and the Canadian Borrower.

“Borrower Representative” has the meaning set forth in Section 12.01.

“Borrowing” means (a) Revolving Loans under the same Facility of the same Type and currency, made, converted or continued on the same date and, in the case of Eurodollar Loans or CDOR Rate Loans, as to which a single Interest Period is in effect, (b) a Swingline Loan, (c) a Protective Advance or (d) an Overadvance.

“Borrowing Base” means, individually and collectively as the context may require, the U.S. Borrowing Base and the Canadian Borrowing Base.

“Borrowing Base Certificate” means a certificate, signed and certified as accurate and complete by a Financial Officer of the Borrower Representative, in substantially the form of Exhibit B (with such changes thereto as may be required by the Administrative Agent in its Permitted Discretion from time to time to reflect the components of and reserves against the Borrowing Base as provided for hereunder) or another form that is acceptable to the Administrative Agent in its Permitted Discretion.

“Borrowing Request” means a request by the Borrower Representative for a Borrowing of Revolving Loans in accordance with Section 2.03, which shall be, in the case of any such written request, in the form of Exhibit C or any other form approved by the Administrative Agent.

“Budgeted Cash Receipts” means the line item contained in the Approved Budget across from the heading “Operating Receipts” during the relevant period of determination.

“Budgeted Disbursement Amount” means the sum of the expenditures described in the line item contained in the Approved Budget across from the heading “Total Disbursements” (but excluding, for the avoidance of doubt, the line items across from the headings “Professional Fees”), in each case, during the relevant period of determination.

“Business Day” means any day that is not a Saturday, Sunday or other day on which commercial banks in New York City are authorized or required by law to remain closed; provided that (a) when used

in connection with any Eurodollar Loan, the term “Business Day” shall also exclude any day on which banks are not open for dealings in dollar deposits in the London interbank market and (b) when used in connection with any Canadian Loan or any Canadian Letter of Credit, the term “Business Day” shall also exclude any day on which commercial banks in Toronto, Canada are authorized or required by law to remain closed.

“Canada” means the country of Canada and any province or territory thereof.

“Canadian Administration Charge” means the first priority charge to be granted by the Canadian Court against Collateral of the Canadian Borrower and the Canadian Guarantors to secure payment of the professional fees of the Canadian Borrower’s counsel, the Information Officer and the Information Officer’s counsel, in an aggregate amount not to exceed C\$[●].²

“Canadian Administrative Agent” means JPMorgan Chase Bank, N.A. Toronto Branch, in its capacity as administrative agent for the Canadian Revolving Lenders hereunder, and its successors and assigns in such capacity.

“Canadian Benefit Plan” means any material plan, fund, program, or policy, whether oral or written, formal or informal, funded or unfunded, insured or uninsured, providing employee benefits, including medical, hospital care, dental, sickness, accident, disability, life insurance, pension, retirement or savings benefits, under which any Loan Party or any Subsidiary of any Loan Party has any liability with respect to any employee or former employee, but excluding any Canadian Pension Plans and excluding any stock option or share purchase plan.

“Canadian Blocked Person” means any Person that is a “politically exposed foreign person” or “terrorist group” or similar person whose property or interests in property are blocked or subject to blocking pursuant to, or as described in, any Canadian Economic Sanctions and Export Control Laws.

“Canadian Borrower” has the meaning set forth in the introductory paragraph of this Agreement.

“Canadian Borrower Outstandings” means, at any time, the sum of (i) the Dollar Equivalent of the Canadian Revolving Loans and Canadian Swingline Loans to the Canadian Borrower outstanding at such time *plus* (ii) the Canadian LC Exposure in respect of Letters of Credit issued for the account of the Canadian Borrower at such time *plus* (iii) the Dollar Equivalent of the Canadian Protective Advances to the Canadian Borrower outstanding at such time.

“Canadian Borrowing Base” means, at any time (without duplication):

(a) the lesser of (x) the product of (i) 90% *multiplied by* (ii) the Net Orderly Liquidation Value of Eligible Inventory of the Canadian Loan Parties at such time and (y) the net book value of Eligible Inventory of the Canadian Loan Parties, *plus*

(b) the lesser of (i) the product of (A) 85% *multiplied by* (B) the Net Orderly Liquidation Value of Eligible Rental Inventory of the Canadian Loan Parties and (ii) the net book value of Eligible Rental Inventory of the Canadian Loan Parties; provided that in no event shall the amount included pursuant to this clause (b) exceed 20% of the Canadian Borrowing Base, *plus*

² To be provided.

(c) the product of (i) 85% *multiplied by* (ii) the Eligible Accounts of the Canadian Loan Parties at such time, *plus*

(d) the product of (i) 90% *multiplied by* (ii) the Eligible Credit Card Accounts Receivable of the Canadian Loan Parties at such time, *minus*

(e) without duplication, Reserves established by the Administrative Agent in its Permitted Discretion.

Subject to the other provisions hereof expressly permitting the Administrative Agent to adjust Reserves, the Canadian Borrowing Base at any time shall be determined by reference to the most recent Borrowing Base Certificate delivered to the Administrative Agent delivered to the Administrative Agent on or most recently prior to such day pursuant to Section 5.01(h) (or, prior to the first such delivery following the Effective Date, the Borrowing Base Certificate delivered to the Administrative Agent pursuant to Section 4.01(e)); provided, that if any Borrowing Base Certificate delivered under Section 4.01(e) or 5.01(h) shall prove to have been materially inaccurate (regardless of whether any Commitments are in effect or any amounts are outstanding hereunder when such inaccuracy is discovered), and such inaccuracy shall have resulted in the payment of any interest or fees at rates lower than those that were in fact applicable for any period (based on the actual Canadian Borrowing Base), the applicable Borrowers shall pay to the Administrative Agent, for distribution to the Lenders (or former Lenders) as their interests may appear, the accrued interest or fees that should have been paid but were not paid as a result of such inaccuracy.

“Canadian Case” has the meaning provided in the recitals.

“Canadian Collateral” means any and all property of any Canadian Loan Party covered by the Collateral Documents and any and all other property of any Canadian Loan Party, now existing or hereafter acquired, that may at any time be or become subject to a security interest or Lien in favor of the Administrative Agent to secure the Obligations.

“Canadian Commitment” means, with respect to each Canadian Revolving Lender, the commitment, if any, of such Canadian Revolving Lender to make Canadian Revolving Loans and to acquire participations in Canadian Letters of Credit and Canadian Swingline Loans hereunder, expressed as an amount representing the maximum possible aggregate amount of such Canadian Revolving Lender’s Canadian Revolving Exposure hereunder, as such commitment may be reduced or increased from time to time pursuant to (a) Section 2.09 and (b) assignments by or to such Canadian Revolving Lender pursuant to Section 9.04. The amount of each Canadian Revolving Lender’s Canadian Commitment is set forth on Schedule 2.01, or in the Assignment and Assumption pursuant to which such Canadian Revolving Lender shall have assumed its Canadian Commitment, as applicable. As of the Effective Date, the aggregate amount of the Canadian Commitments is \$50,000,000.

“Canadian Court” has the meaning provided in the recitals.

“Canadian Court Ordered Charges” means, collectively, the Canadian Administration Charge and the Canadian DIP Charge.

“Canadian Court Reserve” means an amount equal to the Canadian Administration Charge.

“Canadian Credit Exposure” means, as to any Canadian Revolving Lender at any time, the sum of (a) such Canadian Revolving Lender’s Canadian Revolving Exposure *plus* (b) a Dollar Equivalent equal to such Lender’s Applicable Percentage of the aggregate amount of Canadian Overadvances and Canadian Protective Advances outstanding.

“Canadian DIP Charge” has the meaning provided to it in Section 2.22.

“Canadian Defined Benefit Plan” means a Canadian Pension Plan, which contains a “defined benefit provision,” as defined in subsection 147.1(1) of the ITA.

“Canadian Dollars” and “Cdn\$” means dollars in the lawful currency of Canada.

“Canadian Economic Sanctions and Export Control Laws” means any Canadian laws, regulations or orders governing transactions in controlled goods or technologies or dealings with countries, entities, organizations, or individuals subject to economic sanctions and similar measures.

“Canadian Facility” means, collectively, the Canadian Commitments and the extensions of credit made thereunder.

“Canadian Guarantor” means (i) any parent entity of the Canadian Borrower formed under the laws of Canada or any province or territory thereof and (ii) each Subsidiary of the Canadian Borrower that is listed on the signature pages hereto as a Canadian Guarantor or that becomes a party hereto as a Canadian Guarantor, in each case, until such parent entity’s or such Subsidiary’s Loan Guarantee is released in accordance herewith.

“Canadian Issuing Banks” means, individually and collectively as the context may require, in the case of each Canadian Letter of Credit, JPMorgan Chase Bank, N.A. Toronto Branch and any other Lender proposed by the Borrower Representative that has agreed to act as a Canadian Issuing Bank and is reasonably acceptable to the Canadian Administrative Agent, each in its capacity as an issuer of Canadian Letters of Credit hereunder, and its successors and assigns in such capacity as provided in Section 2.06(i). Each Canadian Issuing Bank may, in its sole discretion, arrange for one or more Canadian Letters of Credit to be issued by Affiliates of such Canadian Issuing Bank, in which case the term “Canadian Issuing Bank” shall include any such Affiliate with respect to Canadian Letters of Credit issued by such Affiliate.

“Canadian LC Collateral Account” has the meaning set forth in Section 2.06(j).

“Canadian LC Exposure” means, at any time, the sum of the Commercial LC Exposure and the Standby LC Exposure, in each case, in respect of Canadian Letters of Credit. The Canadian LC Exposure of any Canadian Revolving Lender at any time shall be its Applicable Percentage of the total Canadian LC Exposure at such time.

“Canadian Letter of Credit” means any Letter of Credit issued under the Canadian Facility.

“Canadian Loan Parties” means, individually and collectively as the context may require, the Canadian Borrower and each Canadian Guarantor.

“Canadian Loans” means, individually and collectively as the context may require, the Canadian Revolving Loans, the Canadian Swingline Loans, the Canadian Protective Advances and the Canadian Overadvances.

“Canadian Obligations” means all unpaid principal of and accrued and unpaid interest on the Canadian Loans to the Canadian Borrower, all accrued and unpaid fees and all expenses, reimbursements (including pursuant to Section 2.06(a)), indemnities and other obligations of the Canadian Loan Parties to the Lenders or to any Lender, the Administrative Agent, the Canadian Administrative Agent, any Canadian Issuing Bank or any indemnified party arising under the Loan Documents (including interest, costs, fees

and other amounts accruing during the pendency of any proceeding under any Insolvency Laws, regardless of whether allowed or allowable in such proceeding).

“Canadian Overadvance” has the meaning set forth in Section 2.05(b).

“Canadian Overadvance Exposure” means, at any time, the sum of the aggregate principal amount of all outstanding Canadian Overadvances at such time. The Canadian Overadvance Exposure of any Lender at any time shall be its Applicable Percentage of the total Canadian Overadvance Exposure at such time.

“Canadian Pension Plans” means any plan, program or arrangement that is a pension plan that is required to be registered under any applicable Canadian federal or provincial pension legislation, whether or not registered under any such laws, which is, or has been, maintained or contributed to by, or to which there is or may be an obligation to contribute by, a Loan Party or Subsidiary operating in Canada in respect of any Person’s employment in Canada with such Loan Party or Subsidiary, other than Plans established by statute, including the Canada Pension Plan maintained by the government of Canada and the Quebec Pension Plan maintained by the Province of Quebec.

“Canadian Prime Rate” means, for any period, the rate per annum determined by the Canadian Administrative Agent to be the higher of (i) the rate equal to the PRIMCAN Index rate that appears on the Bloomberg screen at 10:15 a.m. Toronto time on such day (or, in the event that the PRIMCAN Index is not published by Bloomberg, any other information services that publishes such index from time to time, as selected by the Canadian Administrative Agent in its reasonable discretion) and (ii) the average rate for 30 day Canadian Dollar bankers’ acceptances that appears on the Reuters Screen CDOR Page (or, in the event such rate does not appear on such page or screen, on any successor or substitute page or screen that displays such rate, or on the appropriate page of such other information service that publishes such rate from time to time, as selected by the Canadian Administrative Agent in its reasonable discretion) at 10:15 a.m. Toronto time on such day, plus 1.00% per annum. Any change in the Canadian Prime Rate due to a change in the PRIMCAN Index or the CDOR Rate shall be effective from and including the effective date of such change in the PRIMCAN Index or CDOR Rate, respectively.

“Canadian Prime Rate Loan” means a Loan denominated in Canadian Dollars the rate of interest applicable to which is based upon the Canadian Prime Rate.

“Canadian Protective Advance” has the meaning set forth in Section 2.04(a).

“Canadian Protective Advance Exposure” means, at any time, the sum of the aggregate principal amount of all outstanding Canadian Protective Advances at such time. The Canadian Protective Advance Exposure of any Lender at any time shall be its Applicable Percentage of the total Canadian Protective Advance Exposure at such time.

“Canadian Recognition Order” means orders of the Canadian Court issued in the Canadian Case, which shall among other things, impose a stay of proceedings, recognize the US Cases, recognize the Interim Order (and when entered, the Final Order), grant the Canadian DIP Charge (as the same may be amended, supplemented, or modified from time to time after entry thereof with, to the extent adverse to the Lenders, the consent of the Administrative Agent.

“Canadian Revolving Exposure” means, with respect to any Canadian Revolving Lender at any time, the sum of (a) the outstanding principal amount of Canadian Revolving Loans of such Canadian Revolving Lender at such time *plus* (b) an amount equal to such Canadian Revolving Lender’s Canadian

Swingline Exposure *plus* (c) an amount equal to such Canadian Revolving Lender's Canadian LC Exposure at such time.

"Canadian Revolving Lenders" means the Persons listed on Schedule 2.01 (or an Affiliate or branch of any such Person that is acting on behalf of such Person, in which case the term "Canadian Revolving Lenders" shall include any such Affiliate or branch with respect to the Canadian Revolving Loans made by such Affiliate or branch) as having a Canadian Commitment and any other Person that shall acquire a Canadian Commitment, other than any such Person that ceases to be a Canadian Revolving Lender pursuant to an Assignment and Assumption.

"Canadian Revolving Loan" means a Revolving Loan made by the Canadian Revolving Lenders to the Canadian Borrower or U.S. Borrowers pursuant to the Canadian Commitment.

"Canadian Security Agreements" means, collectively, that certain Canadian Pledge and Security Agreement, to be entered into on or before the date of entry of the Final Order, among the Canadian Loan Parties and the Administrative Agent, the Quebec Security Documents, and, as the context requires, any other pledge or security agreement entered into, after the Effective Date by any other Canadian Loan Party (as required by this Agreement or any other Loan Document), as the same may be amended, restated or otherwise modified from time to time.

"Canadian Subsidiary" means any subsidiary of Parent that has been formed or is organized under the laws of Canada or any province or territory thereof.

"Canadian Swingline Exposure" means, at any time, the aggregate Dollar Equivalent of all outstanding Canadian Swingline Loans at such time. The Canadian Swingline Exposure of any Canadian Revolving Lender at any time shall be its Applicable Percentage of the total Canadian Swingline Exposure at such time.

"Canadian Swingline Lender" means JPMorgan Chase Bank, N.A. Toronto Branch, in its capacity as lender of Canadian Swingline Loans hereunder, and its successors and assigns in such capacity.

"Canadian Swingline Loan" has the meaning set forth in Section 2.05(a).

"Capital Expenditures" means, for any period, (a) the additions to property, plant and equipment and other capital expenditures of Parent and the Subsidiaries that are (or would be) set forth in a consolidated statement of cash flows of Parent for such period prepared in accordance with GAAP and the amount of expenditures by the Parent and its Subsidiaries for the acquisition of Rental Product and (b) such portion of principal payments on Capital Lease Obligations or Synthetic Lease Obligations made by Parent and its consolidated Subsidiaries during such period as is attributable to additions to property, plant and equipment that have not otherwise been reflected on the consolidated statement of cash flows as additions to property, plant and equipment for such period; provided that the term "Capital Expenditures" shall not include (i) expenditures made in connection with the replacement, substitution, restoration or repair of assets to the extent financed with (x) insurance proceeds paid on account of the loss of or damage to the assets being replaced, restored or repaired or (y) awards of compensation arising from the taking by eminent domain or condemnation of the assets being replaced, (ii) the purchase price of equipment that is purchased simultaneously with the trade-in of existing equipment to the extent that the gross amount of such purchase price is reduced by the credit granted by the seller of such equipment for the equipment being traded in at such time, (iii) the purchase of plant, property or equipment or software to the extent financed with the net proceeds of any sale, transfer, lease or other disposition (including pursuant to a Sale/Leaseback Transaction or by way of merger or consolidation) of any asset of Parent or any Subsidiary, including any sale or issuance to a Person other than Parent or any Subsidiary of Equity Interests in any Subsidiary, but

excluding sales of Inventory in the ordinary course of business, (iv) expenditures that constitute rental expenses under operating leases of real or personal property, (v) expenditures that are accounted for as capital expenditures by the Parent or any Subsidiary and that actually are paid for by a Person other than the Parent or any Subsidiary and for which neither the Parent nor any Subsidiary has provided or is required to provide or incur, directly or indirectly, any consideration or obligation to such Person or any other Person (whether before, during or after such period) or (vi) the book value of any asset owned by the Parent or any Subsidiary prior to or during such period to the extent that such book value is included as a capital expenditure during such period as a result of such Person reusing or beginning to reuse such asset during such period without a corresponding expenditure actually having been made in such period; provided that (x) any expenditure necessary in order to permit such asset to be reused shall be included as a Capital Expenditure during the period in which such expenditure actually is made and (y) such book value shall have been included in Capital Expenditures when such asset was originally acquired.

“Capital Lease Obligations” of any Person means the obligations of such Person to pay rent or other amounts under any lease of (or other arrangement conveying the right to use) real or personal property, or a combination thereof, which obligations are required to be classified and accounted for as capital leases on a balance sheet of such Person under GAAP (as in effect on December 31, 2018, notwithstanding any modification or interpretative change thereto after such date and excluding the effect to any treatment of lease under Accounting Standards Codification 842 (or any other Accounting Standards Codification or Financial Accounting Standard have a similar result or effect)), and, for the purposes of this Agreement, the amount of such obligations shall be the capitalized amount thereof determined in accordance with GAAP.

“Carve-Out” has the meaning set forth in the Interim Order (and Final Order, when applicable).

“Cases” has the meaning set forth in the Recitals.

“Cash Equivalents” means:

(a) marketable direct obligations issued or unconditionally guaranteed by the United States Government, the Government of Canada, or the UK government, or issued by an agency thereof and backed by the full faith and credit of the United States Government, the Government of Canada, or the UK government, as the case may be, in each case maturing within two years after the date of acquisition thereof;

(b) marketable direct obligations issued by any state of the United States of America, or any political subdivision of any such state or any public instrumentality thereof or by the Canadian federal government, in each case maturing within two years after the date of acquisition thereof and, at the time of acquisition, having the highest rating obtainable from either Standard & Poor’s or Moody’s (or, if at any time neither Standard & Poor’s nor Moody’s shall be rating such obligations, then from such other nationally recognized rating services acceptable to the Administrative Agent);

(c) commercial paper maturing no more than nine months after the date of creation thereof and, at the time of acquisition, having a rating of at least A-2 or P-2 from either Standard & Poor’s or Moody’s (or, if at any time neither Standard & Poor’s nor Moody’s shall be rating such obligations, then the highest rating from such other nationally recognized rating services acceptable to the Administrative Agent);

(d) certificates of deposit or bankers acceptances denominated in US Dollars, Canadian Dollars, Sterling or Euro and maturing within ninety (90) days after the date of

acquisition thereof issued by any Lender or any other commercial bank organized under the laws of the United States of America or any state thereof or the District of Columbia, or Canada or the UK, in each case having combined capital and surplus of not less than \$250,000,000 (or the foreign currency equivalent thereof);

(e) repurchase agreements of the Administrative Agent, any Lender or any other commercial bank organized under the laws of the United States of America or any state thereof or the District of Columbia, or Canada or the UK, in each case having combined capital and surplus of not less than \$250,000,000 (or the foreign currency equivalent thereof);

(f) overnight investments with the Administrative Agent, any Lender or any other commercial bank organized under the laws of the United States of America or any state thereof or the District of Columbia, or Canada or the UK, in each case having combined capital and surplus of not less than \$250,000,000 (or the foreign currency equivalent thereof);

(g) other readily marketable instruments issued or sold by the Administrative Agent, any Lender or any other commercial bank organized under the laws of the United States of America or any state thereof or the District of Columbia, or Canada or the UK, in each case having combined capital and surplus of not less than \$250,000,000 (or the foreign currency equivalent thereof); and

(h) funds invested in brokerage accounts with nationally recognized brokerage houses or money market accounts, in each case for less than thirty (30) days.

“Cash Management Order” means the order of the Court entered in the Cases after the “first day” hearing on an interim basis, together with all extensions, modifications and amendments thereto, in form and substance reasonably satisfactory to the Administrative Agent, which among other matters authorizes the Debtors to maintain their existing cash management and treasury arrangements (as set forth in the Prepetition Credit Agreement) or such other arrangements as shall be reasonably acceptable to the Administrative Agent in all material respects.

“CDOR Rate” means, for the relevant Interest Period, the Canadian deposit offered rate which, in turn means on any day the sum of (a) the annual rate of interest determined with reference to the arithmetic average of the discount rate quotations of all institutions listed in respect of the relevant Interest Period for Canadian Dollar-denominated bankers’ acceptances displayed and identified as such on the “Reuters Screen CDOR Page” as defined in the International Swaps and Derivatives Association, Inc. definitions, as modified and amended from time to time (the “CDOR Screen Rate”), as of 10:00 a.m. Toronto local time on the first day of the applicable Interest Period and, if such day is not a Business Day, then on the immediately preceding Business Day (as adjusted by the Canadian Administrative Agent after 10:00 a.m. Toronto local time to reflect any error in the posted rate of interest or in the posted average annual rate of interest) plus (b) 0.10% per annum; provided that (x) if the CDOR Screen Rate shall be less than 0.75%, such rate shall be deemed to be 0.75% and (y) if the CDOR Screen Rate is not available on the Reuters Screen CDOR Page on any particular day, then the Canadian deposit offered rate component of such rate on that day shall be calculated as the cost of funds quoted by the Canadian Administrative Agent to raise Canadian Dollars for the applicable Interest Period as of 10:00 a.m. Toronto local time on such day for commercial loans or other extensions of credit to businesses of comparable credit risk; or if such day is not a Business Day, then as quoted by the Canadian Administrative Agent on the immediately preceding Business Day.

“CFC” means each Person that is a “controlled foreign corporation” within the meaning of Section 957(a) of the Code.

“CFC Holdco” means a Domestic Subsidiary with no material assets other than Equity Interests of one or more Foreign Subsidiaries that are CFCs.

“Change in Control” means (a) any transaction (including a merger, amalgamation or consolidation) the result of which is that any “person” or “group” (within the meaning of Sections 13(d) and 14(d)(2) of the Exchange Act) becomes the “beneficial owner” (as defined in Rule 13d-3 under the Exchange Act) of more than 50 percent (50%) of the total voting power of all classes of the voting stock of Parent or the surviving Person and/or warrants or options to acquire such voting stock, calculated on a fully diluted basis, or (b) Parent shall cease to own, directly or indirectly, 100% of the issued and outstanding Equity Interests of the Canadian Borrower and each U.S. Subsidiary Borrower; provided, that no transaction contemplated by the RSA, an Acceptable Plan or the Confirmation Order shall constitute a Change in Control.

“Change in Law” means the occurrence, after the Effective Date, of any of the following: (a) the adoption or taking effect of any rule, regulation, treaty or other law, (b) any change in any rule, regulation, treaty or other law or in the administration, interpretation, implementation or application thereof by any Governmental Authority or (c) the making or issuance of any request, rule, guideline or directive (whether or not having the force of law) by any Governmental Authority; provided that, notwithstanding anything herein to the contrary, (i) the Dodd-Frank Wall Street Reform and Consumer Protection Act and all requests, rules, guidelines or directives thereunder or issued in connection therewith and (ii) all requests, rules, guidelines or directives promulgated by the Bank for International Settlements, the Basel Committee on Banking Supervision (or any successor or similar authority) or the United States or foreign regulatory authorities, in each case pursuant to Basel III, shall in each case be deemed to be a “Change in Law,” regardless of the date enacted, adopted, promulgated or issued.

“Charges” has the meaning set forth in Section 9.16.

“Claim” means any (a) 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) 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.

“Code” means the Internal Revenue Code of 1986, as amended.

“Collateral” means (a) any and all “Collateral” or words of similar intent as defined in any applicable Collateral Document and (b) the “DIP Collateral” referred to in the Orders, it being understood that “Collateral” shall include all such “DIP Collateral” irrespective of whether any such property was excluded pursuant to the Prepetition Loan Documents.

“Collateral Access Agreement” has the meaning set forth in the applicable Security Agreement.

“Collateral Documents” means the Orders, each Security Agreement and each other document granting a Lien upon any assets of any Loan Party as security for payment of the Secured Obligations.

“Commercial LC Exposure” means, at any time, the sum of (a) the aggregate undrawn Dollar Equivalent of all outstanding Commercial Letters of Credit at such time plus (b) the aggregate Dollar Equivalent of all LC Disbursements relating to Commercial Letters of Credit that have not yet been reimbursed by or on behalf of the Borrowers at such time. The Commercial LC Exposure of any Lender under any Facility at any time shall be its Applicable Percentage of the total Commercial LC Exposure under such Facility at such time.

“Commercial Letter of Credit” means a Letter of Credit that is (a) designated as a Commercial Letter of Credit by the Borrower Representative at the time of, or prior to, the issuance thereof, (b) issued to provide for the payment of the purchase price for goods or services purchased by Parent or any Subsidiary and (c) intended to be drawn when such purchase price is due and payable and not merely upon the occurrence of a default or other contingency.

“Commitment” means, with respect to each Lender, such Lender’s U.S. Commitment and/or Canadian Commitment.

“Commitment Letter” means the Commitment Letter dated August [___], 2020 among JPMCB, JPMorgan Chase Bank, N.A. Toronto Branch, the Lenders, the Parent, the Company and the Canadian Borrower.

“Committee” means an official committee of unsecured creditors appointed in any of the Cases by the U.S. Trustee.

“Commodity Exchange Act” means the Commodity Exchange Act (7 U.S.C. § 1 et seq.), as amended from time to time, and any successor statute.

“Communications” means, collectively, any written notice, demand, communication, information, document or other material provided by or on behalf of any Loan Party pursuant to any Loan Document or the transactions contemplated therein that is distributed to the Administrative Agent, any Lender or any Issuing Bank by means of electronic communications pursuant to Section 9.01, including through the Platform.

“Company” has the meaning set forth in the introductory paragraph of this Agreement.

“Compliance Certificate” means a Compliance Certificate in the form of Exhibit D or any other form approved by the Administrative Agent.

“Concentration Account” has the meaning set forth in the applicable Security Agreement.

“Confirmation Order” means an order of the Court entered in the US Cases pursuant to section 1129 of the Bankruptcy Code and recognized by the Canadian Court in the Canadian Case, which order (x) shall confirm an Acceptable Plan, be a final order and otherwise be in form and substance reasonably satisfactory to the Administrative Agent, together with all extensions, modifications, and amendments thereto, also in form and substance reasonably satisfactory to the Administrative Agent and (y) (i) if the Revolving Credit Facility converts to the credit facility under the Exit Facility Agreement, shall authorize and approve the extensions of credit under the Exit Facility Credit Agreement and the performance of the Borrowers’ (or the entities assuming and/or acquiring directly or indirectly the operations and assets of the Borrowers in the Acceptable Plan) and Loan Guarantors’ obligations thereunder, authorize a pro forma capital structure that satisfies the conditions precedent to the occurrence of the Conversion Date and otherwise satisfies all other conditions to the Conversion Date or (ii) if the Revolving Credit Facility is to be repaid in cash in full, shall authorize and approve such repayment, any financing the proceeds of which will be used to fund such repayment in full in cash, and the termination in full of all outstanding commitments under the Revolving Credit Facility.

“Control” means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of a Person, whether through the ability to exercise voting power, by contract or otherwise. “Controlling” and “Controlled” have meanings correlative thereto.

“Conversion Date” means the date upon which each of the conditions precedent to effectiveness of the Exit Facility Agreement set forth in the Exit Facility Term Sheet shall have been satisfied or waived.

“Court” means the U.S. Court and/or the Canadian Court, as the context may require.

“Co-Documentation Agents” means U.S. Bank National Association and Fifth Third Bank.

“Co-Syndication Agents” means Bank of America, N.A. and Wells Fargo Bank, N.A.

“Credit Card Accounts Receivable” means any Accounts (including Payment Intangibles) due to any Loan Party from a credit card issuer or a credit card processor in connection with purchases of Inventory of such Loan Party on (a) credit cards issued by Visa, MasterCard, American Express, Discover, PayPal, Wells Fargo, each of their respective Affiliates, and any other credit card issuers that are reasonably acceptable to the Administrative Agent, (b) private label credit cards of any Loan Party issued under non-recourse arrangements substantially similar to those in effect on the Effective Date or (c) debit cards and mall cards issued by issuers or providers that are reasonably acceptable to the Administrative Agent, in each case which have been earned by performance by such Loan Party but not yet paid to such Loan Party by such credit card issuer or credit card processor.

“Credit Card Agreement” means any agreement between a Loan Party, on the one hand, and a credit card issuer or a credit card processor (including any credit card processor that processes purchases of Inventory from a Loan Party through debit cards or mall cards), on the other hand.

“Credit Card Notifications” means each Credit Card Notification, in form and substance reasonably satisfactory to the Administrative Agent, executed by one or more Loan Parties and delivered by such Loan Parties to credit card issuers or credit card processors that are party to any Credit Card Agreement.

“Credit Exposure” means, as to any Lender at any time, the sum of (a) such Lender’s U.S. Credit Exposure plus (b) such Lender’s Canadian Credit Exposure.

“Cumulative Four-Week Period” means the four-fiscal week period up to and through the Saturday of the fiscal week most recently ended prior to the applicable Variance Report Date.

“Debtor” has the meaning set forth in the Recitals.

“Debtors’ Investment Banker” means PJT Partners, Inc.

“Default” means any event or condition that constitutes an Event of Default or that upon notice, lapse of time or both would, unless cured or waived, become an Event of Default.

“Defaulting Lender” means any Lender, as determined by the Administrative Agent, that has (a) failed to fund any portion of its Loans or participations in Letters of Credit, Swingline Loans, Protective Advances or Overadvances within three (3) Business Days of the date required to be funded by it hereunder, (b) notified any Borrower, the Administrative Agent, any Issuing Bank, the Swingline Lender or any Lender in writing that it does not intend to comply with any of its funding obligations under this Agreement or has made a public statement to the effect that it does not intend to comply with its funding obligations under this Agreement or under other agreements in which it commits to extend credit, (c) failed, within three (3) Business Days after request by the Administrative Agent, to confirm that it will comply with the terms of this Agreement relating to its obligations to fund prospective Loans and participations in then outstanding Letters of Credit, Swingline Loans, Protective Advances or Overadvances, (d) otherwise failed to pay over to the Administrative Agent or any other Lender any other amount required to be paid by it hereunder within

three (3) Business Days of the date when due, unless the subject of a good faith dispute, (e) (i) become or is insolvent or has a parent company that has become or is insolvent or (ii) become the subject of a bankruptcy or insolvency proceeding under any Insolvency Laws or otherwise, or has had a receiver, conservator, trustee or custodian appointed for it, or has taken any action in furtherance of, or indicating its consent to, approval of or acquiescence in any such proceeding or appointment or has a parent company that has become the subject of a bankruptcy or insolvency proceeding under any Insolvency Laws or otherwise, or has had a receiver, conservator, trustee or custodian appointed for it, or has taken any action in furtherance of, or indicating its consent to, approval of or acquiescence in any such proceeding or appointment; provided that a Lender shall not be a Defaulting Lender solely by virtue of the ownership or acquisition of any equity interest in that Lender or any direct or indirect parent company thereof by a Governmental Authority so long as such ownership interest does not result in or provide such Lender with immunity from the jurisdiction of courts within the United States or from the enforcement of judgments or writs of attachment on its assets or permit such Lender (or such Governmental Authority) to reject, repudiate, disavow or disaffirm any contracts or agreements made with such Lender, or (f) has, or has a direct or indirect parent company that has, become the subject of a Bail-In Action.

“Deposit Account” has the meaning set forth in the applicable Security Agreement.

“Deposit Account Control Agreement” has the meaning set forth in the applicable Security Agreement.

“Designated Person” means any Person listed in any Sanctions-related list of Designated Persons maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury, the U.S. Department of State, or by the United Nations Security Council, the European Union or any EU member state.

“Designated Subsidiary” means each Subsidiary other than any Excluded Subsidiary.

“Disclosed Matters” means the actions, suits and proceedings and the environmental matters disclosed in Section 3.06 of the Disclosure Letter.

“Disclosure Letter” means the letter from the Borrowers to the Lenders delivered on the Effective Date.

“Disclosure Statement” has the meaning ascribed to such term in Schedule 5.21.

“Disqualified Stock” means any Equity Interests which, by its terms (or by the terms of any security into which it is convertible or for which it is exchangeable), or upon the happening of any event, (a) matures (excluding any maturity as the result of an optional redemption by the issuer thereof) or is mandatorily redeemable, pursuant to a sinking fund obligation or otherwise, or is redeemable at the option of the holder thereof, in whole or in part, or requires the payment of any cash dividend or any other scheduled payment constituting a return of capital, in each case at any time on or prior to the first anniversary of the Maturity Date, or (b) is convertible into or exchangeable (unless at the sole option of the issuer thereof) for (i) cash, (ii) debt securities or (iii) any Equity Interests referred to in (a) above, in each case at any time prior to the first anniversary of the Maturity Date. Notwithstanding the foregoing, any Equity Interests that would constitute Disqualified Stock solely because holders of the Equity Interests have the right to require the issuer of such Equity Interests to repurchase such Equity Interests upon the occurrence of a change of control or an asset sale will not constitute Disqualified Stock if the terms of such Equity Interests provide that the issuer may not repurchase or redeem any such Equity Interests pursuant to such provisions unless such repurchase or redemption is permitted under the terms of this Agreement.

“Document” has the meaning set forth in the U.S. Security Agreement.

“Dollar Equivalent” of any amount means, at the time of determination thereof, (a) if such amount is expressed in Dollars, such amount, (b) if such amount is expressed in Canadian Dollars or an LC Alternative Currency, the equivalent of such amount in Dollars determined by using the rate of exchange for the purchase of the Dollars with Canadian Dollars or the LC Alternative Currency, as applicable, in the London foreign exchange market at or about 11:00 a.m. London time (or New York time, as applicable) on a particular day as displayed by ICE Data Services as the “ask price”, or as displayed on such other information service which publishes that rate of exchange from time to time in place of ICE Data Services (or if such service ceases to be available, the equivalent of such amount in Dollars as determined by the Agent using any method of determination it deems appropriate in its sole discretion) and (c) if such amount is denominated in any other currency, the equivalent of such amount in Dollars as determined by the Agent using any method of determination it deems appropriate in its sole discretion.

“dollars,” “Dollars” or “\$” refers to lawful money of the United States of America.

“Domestic Subsidiary” means any Subsidiary of Parent that is organized under the laws of the United States, any state of the United States or the District of Columbia.

“EEA Member Country” means any of the member states of the European Union, Iceland, Liechtenstein, and Norway.

“Effective Date” means the date on which the conditions specified in Section 4.01 are satisfied (or waived in accordance with Section 9.02), which date is [●], 2020.

“Eligible Accounts” means, at any time, each Account that satisfies the following criteria at the time of creation and continues to meet the same at the time of such determination: such Account (i) has been earned by performance and represents the bona fide amounts due to a Loan Party and in each case is originated in the ordinary course of business of such Loan Party, and (ii) in each case is not ineligible for inclusion in the calculation of the Borrowing Base pursuant to any of clauses (a) through (x) below. Without limiting the foregoing, to qualify as an Eligible Account, such Account shall indicate no Person other than a Loan Party as payee or remittance party. Any Account included within any of the following categories shall not constitute an Eligible Account:

(a) which is not subject to a first priority perfected Lien in favor of the Administrative Agent;

(b) which is subject to any Lien other than (i) a Lien in favor of the Administrative Agent, (ii) a Permitted Encumbrance which does not have priority over the Lien in favor of the Administrative Agent, (iii) Liens in respect of Prior Claims that are unregistered and that secure amounts that are not yet due and payable and (iv) Liens that are subject to the Intercreditor Agreement;

(c) (i) with respect to which the scheduled due date is more than 90 days after the date of the original invoice therefor, (ii) which is unpaid more than 90 days after the date of the original invoice therefor or more than 60 days after the original due date therefor (“Overage”) when calculating the amount under this clause (ii), for the same Account Debtor, the Administrative Agent shall include the net amount of such Overage and add back any credits, but only to the extent that such credits do not exceed the total gross receivables from such Account Debtor, or (iii) which has been written off the books of such Borrower or otherwise designated as uncollectible;

(d) which is owing by an Account Debtor for which more than 50% of the Accounts owing from such Account Debtor and its Affiliates are ineligible pursuant to clause (c) above;

(e) which is owing by an Account Debtor to the extent the aggregate amount of Accounts owing from such Account Debtor and its Affiliates to all Loan Parties exceeds 25% of the aggregate amount of Eligible Accounts of all Loan Parties;

(f) with respect to which any covenant, representation or warranty contained in this Agreement or in the applicable Security Agreement has been breached or is not true;

(g) which (i) does not arise from the sale of goods or performance of services in the ordinary course of business, (ii) is not evidenced by an invoice or other documentation (the form of which is reasonably satisfactory to the Administrative Agent) which has been sent to the Account Debtor, (iii) represents a progress billing, (iv) is contingent upon such Loan Party's completion of any further performance, (v) represents a sale on a bill-and-hold, guaranteed sale, sale-and-return, sale on approval, consignment, cash-on-delivery or any other repurchase or return basis or (vi) relates to payments of interest;

(h) for which the goods giving rise to such Account have not been shipped to the Account Debtor or for which the services giving rise to such Account have not been performed by such Loan Party or if such Account was invoiced more than once;

(i) with respect to which any check or other instrument of payment has been returned uncollected for any reason;

(j) which is owed by an Account Debtor which has (i) applied for, suffered, or consented to the appointment of any receiver, custodian, trustee, or liquidator or similar official for such Account Debtor of its assets, (ii) had possession of all or a material part of its property taken by any receiver, custodian, trustee or liquidator, (iii) filed, or had filed against it, any assignment, application, request or petition for liquidation, reorganization, arrangement, adjustment of debts, stay of proceedings, adjudication as bankrupt, winding-up, or voluntary or involuntary case or proceeding under any state, provincial or federal bankruptcy laws or any other Insolvency Laws (other than post-petition accounts payable of an Account Debtor that is a debtor-in-possession under the Bankruptcy Code and reasonably acceptable to the Administrative Agent), (iv) admitted in writing its inability, or is generally unable to, pay its debts as they become due, (v) become insolvent, or (vi) ceased operation of its business;

(k) which is owed by any Account Debtor which has sold all or substantially all of its assets;

(l) which is owed by an Account Debtor which (i) does not maintain its chief executive office in the U.S. or Canada (or its domicile, for the purposes of the Civil Code (Quebec)) (ii) is not organized under applicable law of the U.S., any state of the U.S., the District of Columbia, or Canada unless, in any such case, such Account is backed by a letter of credit acceptable to the Administrative Agent which is in the possession of, and is directly drawable by, the Administrative Agent;

(m) which is owed in any currency other than U.S. dollars or Canadian Dollars;

(n) which is owed by (i) any Governmental Authority of any country other than the U.S. or Canada unless such Account is backed by a Letter of Credit acceptable to the Administrative

Agent which is in the possession of, and is directly drawable by, the Administrative Agent, or (ii) any Governmental Authority of the U.S. or Canada, or any department, agency, public corporation, or instrumentality thereof, unless the *Financial Administration Act* (Canada), as amended, (or the equivalent law of any province of Canada, if any, in the case of a Governmental Authority of such province) or the Federal Assignment of Claims Act of 1940, as amended (31 U.S.C. § 3727 et seq. and 41 U.S.C. § 15 et seq.), as applicable and is subject to the Lien in favor of the Administrative Agent set forth in the Orders;

(o) which is owed by any Affiliate of any Loan Party or any employee, officer, director, agent or controlling stockholder of any Loan Party or any of its Affiliates;

(p) which is owed by an Account Debtor or any Affiliate of such Account Debtor to which any Loan Party is indebted, but only to the extent of such indebtedness, or is subject to any security, deposit, progress payment, retainage or other similar advance made by or for the benefit of an Account Debtor, in each case to the extent thereof;

(q) which is subject to any counterclaim, deduction, defense, setoff or dispute but only to the extent of any such counterclaim, deduction, defense, setoff or dispute;

(r) which is evidenced by any promissory note, chattel paper or instrument;

(s) which is owed by an Account Debtor located in any jurisdiction which requires filing of a "Notice of Business Activities Report" or other similar report in order to permit such Loan Party to seek judicial enforcement in such jurisdiction of payment of such Account, unless such Loan Party has filed such report or qualified to do business in such jurisdiction;

(t) with respect to which such Loan Party has made any agreement with the Account Debtor for any reduction thereof, other than discounts and adjustments given in the ordinary course of business, but only to the extent of any such reduction, or any Account which was partially paid and such Loan Party created a new receivable for the unpaid portion of such Account;

(u) which does not comply in all material respects with the requirements of all material applicable laws and regulations, whether Federal (U.S. or Canadian), state, provincial, territorial or local, including without limitation the U.S. Federal Consumer Credit Protection Act, the U.S. Federal Truth in Lending Act and Regulation Z of the Board;

(v) which is for goods that have been sold under a purchase order or pursuant to the terms of a contract or other agreement or understanding (written or oral) that indicates or purports that any Person other than such Loan Party has or has had an ownership interest in such goods, or which indicates any party other than such Loan Party as payee or remittance party;

(w) which was created on cash on delivery terms; or

(x) which the Administrative Agent determines may not be paid by reason of the Account Debtor's inability to pay or which the Administrative Agent otherwise determines is unacceptable in its Permitted Discretion.

In the event that an Account of a Loan Party which was previously an Eligible Account ceases, to the actual knowledge of a Financial Officer of Parent, to be an Eligible Account hereunder, the Borrower Representative shall notify the Administrative Agent thereof promptly, and in any event no later than the time of submission to the Administrative Agent of the next Borrowing Base Certificate. In determining the

amount of an Eligible Account of a Loan Party, the face amount of an Account may, in the Administrative Agent's Permitted Discretion, be reduced by, without duplication, to the extent not reflected in such face amount, (i) the amount of all accrued and actual discounts, claims, credits or credits pending, promotional program allowances, price adjustments or finance charges (including any amount that such Loan Party may be obligated to rebate to an Account Debtor pursuant to the terms of any agreement or understanding (written or oral)) and (ii) the aggregate amount of all cash received in respect of such Account but not yet applied by such Loan Party to reduce the amount of such Account.

"Eligible Assignee" means (a) a Lender, (b) an Affiliate of a Lender, (c) an Approved Fund and (d) any other Person, other than, in each case, a natural person or Parent, any Subsidiary or any other Affiliate of Parent.

"Eligible Credit Card Accounts Receivable" means at the time of any determination thereof, each Credit Card Accounts Receivable that satisfies the following criteria at the time of creation and continues to meet the same at the time of such determination: such Credit Card Accounts Receivable (i) has been earned by performance and represents the bona fide amounts due to a Loan Party from a credit card issuer or credit card processor, and in each case is originated in the ordinary course of business of such Loan Party, and (ii) in each case is not ineligible for inclusion in the calculation of the Borrowing Base pursuant to any of clauses (a) through (o) below. Without limiting the foregoing, to qualify as an Eligible Credit Card Accounts Receivable, such Credit Card Accounts Receivable shall indicate no Person other than a Loan Party as payee or remittance party. In determining the amount to be so included, the face amount of a Credit Card Accounts Receivable shall be reduced by, without duplication, to the extent not reflected in such face amount, (i) the amount of all accrued and actual fees and charges due to the credit card issuer or credit card processor, discounts, claims, credits or credits pending, promotional program allowances, price adjustments, finance charges or other allowances (including any amount that a Loan Party may be obligated to rebate to a customer, a credit card issuer or credit card processor pursuant to the terms of any agreement or understanding) and (ii) the aggregate amount of all cash received in respect of such Credit Card Accounts Receivable but not yet applied by the Loan Parties to reduce the amount of such Credit Card Accounts Receivable. Any Credit Card Receivable included within any of the following categories shall not constitute an Eligible Credit Card Receivable:

(a) which is not earned or does not represent the bona fide amount due to a Loan Party from a credit card processor or a credit card issuer that originated in the ordinary course of business of the applicable Loan Party;

(b) which is not owned by a Loan Party or to which a Loan Party does not have good or marketable title;

(c) in which the payee of such Credit Card Account Receivable is a Person other than a Loan Party;

(d) which does not constitute an "Account" (as defined in the UCC or the PPSA) or a Payment Intangible;

(e) which has been outstanding for more than five (5) Business Days (or, in the case of American Express, 10 Business Days) from the date of sale;

(f) with respect to which the applicable credit card issuer, credit card processor or debit card or mall card issuer or provider has (i) applied for, suffered, or consented to the appointment of any receiver, interim receiver, custodian, trustee, monitor, administrator, sequestrator or liquidator of its assets, (ii) has had possession of all or a material part of its property

taken by any receiver, interim receiver, custodian, trustee, monitor, administrator, sequestrator or liquidator, (iii) filed, or had filed against it (but only so long as any such involuntary filing has not been stayed or vacated), any request or petition for liquidation, reorganization, arrangement, adjustment of debts, adjudication as bankrupt, winding-up, or voluntary or involuntary case under any state, provincial, territorial or federal bankruptcy laws, (iv) has admitted in writing its inability, or is generally unable to, pay its debts as they become due, (v) become insolvent or (vi) ceased operation of its business;

(g) which is not a valid, legally enforceable obligation of the applicable credit card issuer or credit card processor with respect thereto;

(h) which is not subject to a properly perfected first priority Lien in favor of the Administrative Agent (for the benefit of the Lender Parties);

(i) which is subject to any Lien, other than (i) a Lien in favor of the Administrative Agent (for the benefit of the Lender Parties), (ii) any Permitted Encumbrances contemplated by the applicable processor agreements and for which appropriate Reserves (as determined by the Administrative Agent in its Permitted Discretion) have been established, (iii) Liens permitted by Section 6.02(i), (iv) Liens in respect of Prior Claims that are unregistered and secure amounts that are not yet due and payable and (v) Liens that are subject to the Intercreditor Agreement;

(j) with respect to which (i) any covenant has been breached or (ii) any representation or warranty is not true in all material respects, in each case to the extent contained in this Agreement, the applicable Security Agreement or in the Credit Card Agreements relating to such Credit Card Account Receivable; provided that each such representation and warranty shall be true and correct in all respects to the extent already qualified by a materiality standard;

(k) which is subject to risk of set-off, recoupment, non-collection or not being processed due to unpaid and/or accrued credit card processor fee balances, to the extent of the lesser of the balance of the applicable Credit Card Accounts Receivable or the unpaid credit card processor fees;

(l) which is evidenced by “chattel paper” or an “instrument” of any kind unless such “chattel paper” or “instrument” is in the possession of the Administrative Agent, and to the extent necessary or appropriate, endorsed to the Administrative Agent;

(m) which the Administrative Agent in its Permitted Discretion determines may not be paid by reason of the applicable credit card processor’s, credit card issuer’s or debit card or mall card issuer’s or provider’s inability to pay;

(n) which represents a deposit or partial payment in connection with the purchase of Inventory of such Loan Party;

(o) which is not subject to a Credit Card Notification; or

(p) which does not meet such other usual and customary eligibility criteria for Credit Card Accounts Receivable in the Loan Parties’ industry generally as the Administrative Agent in its Permitted Discretion may determine from time to time; provided, however, that the Administrative Agent shall not add any additional eligibility criteria (or amend any then-existing eligibility criteria to make the same more restrictive) without giving at least four (4) Business Days’ prior notice to the Borrower Representative.

In the event that (a) a Financial Officer of Parent has actual knowledge that any credit card issuer, credit card processor or debit card or mall card issuer or provider with respect to Eligible Credit Card Accounts Receivable ceases to comply with the requirements of clause (f) above or (b) a Credit Card Account Receivable which was previously an Eligible Credit Card Account Receivable ceases to be an Eligible Credit Card Account Receivable hereunder (other than by reason of clause (m) or (p) above), the applicable Loan Party or the Borrower Representative shall notify the Administrative Agent thereof promptly, and in any event not later than the time of submission to the Administrative Agent of the next Borrowing Base Certificate.

In determining the amount of an Eligible Credit Card Account Receivable, the face amount of a Credit Card Account Receivable may, in the Administrative Agent's Permitted Discretion, be reduced by, without duplication, to the extent not reflected in such face amount, (i) the amount of all accrued and actual discounts, credits or credits pending, price adjustments or finance charges (including any amount that any Loan Party may be obligated to rebate to an Account Debtor pursuant to the terms of any agreement or understanding (written or oral)) applicable to such Credit Card Account Receivable, (ii) the aggregate amount of all cash received in respect of such Credit Card Account Receivable but not yet applied by any Loan Party to reduce the amount of such Credit Card Account Receivable and (iii) the amount of all customary fees and expenses in connection with any credit card arrangement.

"Eligible Inventory" means, as of the date of determination thereof, without duplication, items of Inventory of a Loan Party that are finished goods or blank inventory (or, solely in the case of the U.S. Loan Parties, uncut fabric bolsters), merchantable and readily saleable in the ordinary course of the Loan Parties' business, in each case that, except as otherwise agreed by the Administrative Agent, is not excluded as ineligible by virtue of one or more of the criteria set forth below. The following items of Inventory shall not be included in Eligible Inventory:

(a) which is not subject to a first priority perfected Lien in favor of the Administrative Agent (for the benefit of the Lender Parties);

(b) which is subject to any Lien other than (i) a Lien in favor of the Administrative Agent (for the benefit of the Lender Parties), (ii) a Permitted Encumbrance which does not have priority over the Lien in favor of the Administrative Agent (for the benefit of the Lender Parties), (iii) Liens in respect of Prior Claims that are unregistered and secure amounts that are not yet due and payable, and (iv) Liens that are subject to the Intercreditor Agreement;

(c) which is unmerchantable, defective, damaged or unfit for sale (as such terms are customarily used in the Loan Parties' industry), or is not salable at prices approximating at least the cost of such Inventory in the ordinary course of business or is unacceptable due to age, type, category and/or quantity, in each case, consistent in all material respects with the usage of such terms in the most recent inventory appraisal received by the Administrative Agent (which, prior to delivery of a new appraisal (in the Borrower's sole discretion) to the Administrative Agent that is reasonably satisfactory to the Administrative Agent, shall mean the inventory appraisals most recently delivered to the Administrative Agent prior to the Effective Date pursuant to the Prepetition Credit Agreement);

(d) with respect to which any covenant, representation, or warranty contained in this Agreement or the applicable Security Agreement has been breached or is not true or which does not conform in all material respects to all standards imposed by any applicable Governmental Authority;

(e) in which any Person other than such Loan Party shall (i) have any direct or indirect ownership, interest or title to such Inventory or (ii) be indicated on any purchase order or invoice with respect to such Inventory as having or purporting to have an interest therein;

(f) which is not finished goods or blank inventory (or, solely in the case of the U.S. Loan Parties, uncut fabric bolsters) or which constitutes packaging and shipping material, samples, prototypes, displays or display items, bill-and-hold goods, goods that are returned or marked for return, repossessed goods, goods held on consignment, or goods which are not of a type held for sale in the ordinary course of business (for the avoidance of doubt, sales in the ordinary course of business includes clearance sales);

(g) which is not located in the United States or, solely in the case of Inventory of a Canadian Loan Party, Canada or is in transit with a common carrier from vendors and suppliers; provided that up to \$50,000,000 of such Inventory in transit shall not be excluded from being Eligible Inventory pursuant to this clause (g) so long as (i) the Administrative Agent shall have received (1) a true and correct copy of the bill of lading and other shipping documents for such Inventory (and, if such Inventory is in transit from outside the United States, such bill of lading is negotiable), (2) evidence of satisfactory casualty insurance naming the Administrative Agent as loss payee and otherwise covering such risks as the Administrative Agent may reasonably request, (3) confirmation that the applicable Loan Party has paid for the goods (unless such Loan Party's payment obligations are covered by a Commercial Letter of Credit or a private label letter of credit) or that the applicable Loan Party has title to such Inventory (together with such evidence thereof as the Administrative Agent may from time to time require) and (4) if the bill of lading is (A) non-negotiable, a duly executed Collateral Access Agreement or other bailee agreement reasonably satisfactory to the Administrative Agent from the applicable customs broker for such Inventory, or (B) negotiable, confirmation that the bill is issued in the name of such Loan Party and consigned to the order of the Administrative Agent, and a reasonably acceptable agreement has been executed with such Loan Party's customs broker, in which the customs broker agrees that it holds the negotiable bill as agent for the Administrative Agent and will follow instructions of the Administrative Agent with respect to the disposition thereof and of the goods, (ii) the common carrier is not an Affiliate of the applicable vendor or supplier and (iii) the customs broker is not an Affiliate of any Loan Party;

(h) which is located in any location leased by the applicable Loan Party (other than any retail store of such Loan Party located in a jurisdiction that does not provide for a common law or statutory landlord's lien on the personal property of tenants that would be prior or superior to that of the Administrative Agent) unless (i) the lessor (and any mortgagee, if applicable) has delivered to the Administrative Agent a Collateral Access Agreement or (ii) a Rent Reserve has been established by the Administrative Agent in its Permitted Discretion;

(i) which is located at an owned location subject to mortgage in favor of a Person other than the Administrative Agent, unless the mortgagee is party to the Intercreditor Agreement or has delivered a Collateral Access Agreement or other mortgagee agreement in form and substance satisfactory to the Administrative Agent in its Permitted Discretion;

(j) which is located in any third party warehouse or is in the possession of a bailee (other than a third party processor) and is not evidenced by a Document (other than bills of lading to the extent permitted pursuant to clause (g) above), unless (i) such warehouseman or bailee has delivered to the Administrative Agent a Collateral Access Agreement and such other documentation as the Administrative Agent may require or (ii) an appropriate Reserve has been established by the Administrative Agent in its Permitted Discretion; provided that up to

\$10,000,000 at any one time of such Inventory described in this clause (i) and not meeting the requirements of the preceding subclauses (i) and (ii) may be included as Eligible Inventory to the extent such Inventory is being held for not more than 60 days in a warehouse pending delivery to a store upon the initial opening thereof (including the initial opening after the renovation or remodeling of a store);

(k) which is being processed offsite at a third party location or outside processor, or is in-transit to or from said third party location or outside processor;

(l) which is the subject of a consignment by a Loan Party as consignor;

(m) which contains or bears any intellectual property rights licensed to a Loan Party unless the Administrative Agent is satisfied that it may sell or otherwise dispose of such Inventory without (i) infringing the rights of such licensor, (ii) violating any contract with such licensor or (iii) incurring any liability with respect to payment of royalties other than royalties incurred pursuant to sale of such Inventory under the current licensing agreement;

(n) which is not reflected in a current perpetual inventory report of the applicable Loan Party (unless such Inventory is reflected in a report to the Administrative Agent as “in transit” Inventory);

(o) for which reclamation rights have been asserted by the seller; and

(p) which does not meet such other eligibility criteria for Inventory as the Administrative Agent in its Permitted Discretion may determine from time to time;

provided further that in determining the value of the Eligible Inventory, such value shall be reduced by, without duplication, any amounts representing (i) Vendor Rebates; (ii) costs included in Inventory relating to advertising; (iii) to the extent determined by the Administrative Agent in its Permitted Discretion to be appropriate, the shrink reserve; (iv) the unreconciled discrepancy between the general inventory ledger and the perpetual inventory ledger, to the extent the general inventory ledger reflects less Inventory than the perpetual inventory ledger; and (v) a reserve for Inventory which is designated or demanded to be returned to or retained by the applicable vendor or which is recognized as damaged or off quality by the applicable Loan Party.

In the event that a Financial Officer of the Parent has actual knowledge that Inventory at any location having a fair market value of \$7,500,000 or more which was previously Eligible Inventory ceases to be Eligible Inventory hereunder (other than by reason of clause (o) above), such Loan Party or the Borrower Representative shall promptly notify the Administrative Agent thereof and, in any event, not later than the submission to the Administrative Agent of the next Borrowing Base Certificate hereunder; provided further that the Administrative Agent may, in its Permitted Discretion, upon receipt of such notice as set forth above, adjust the applicable Borrowing Base to reflect such change in Eligible Inventory.

“Eligible Rental Inventory” means, as of the date of determination thereof, without duplication, items of Rental Product of a Loan Party that are not excluded as ineligible by virtue of one or more of the criteria set forth below. The following items of Rental Product shall not be included in Eligible Rental Inventory:

(a) which does not meet the requirements set forth in clauses (a), (b), (d), (e), (f), (i), (j), (k), (l) or (n) of the definition of “Eligible Inventory”;

(b) which is unmerchantable, defective, damaged or unfit for rental (as such terms are customarily used in the Loan Parties' industry), or is unacceptable due to age, type, category and/or quantity, in each case, consistent in all material respects with the usage of such terms in the most recent appraisal received by the Administrative Agent (which, prior to delivery of a new appraisal (in the Borrower's sole discretion) to the Administrative Agent that is reasonably satisfactory to the Administrative Agent, shall mean the appraisals most recently delivered to the Administrative Agent prior to the Effective Date pursuant to the Prepetition Credit Agreement);

(c) which is not located in the United States or, solely in the case of Rental Product of a Canadian Loan Party, Canada, or is in transit with a common carrier from vendors and suppliers; provided that up to \$10,000,000 of such Rental Product in transit shall not be excluded from being Eligible Rental Inventory pursuant to this clause (c) so long as (i) the Administrative Agent shall have received (1) a true and correct copy of the bill of lading and other shipping documents for such Rental Product (and, if such Rental Product are in transit from outside the United States, such bill of lading is negotiable), (2) evidence of satisfactory casualty insurance naming the Administrative Agent as loss payee and otherwise covering such risks as the Administrative Agent may reasonably request, (3) confirmation that the applicable Loan Party has paid for the goods (unless such Loan Party's payment obligations are covered by a Commercial Letter of Credit or a private label letter of credit) or that the applicable Loan Party has title to such Rental Product (together with such evidence thereof as the Administrative Agent may from time to time require) and (4) if the bill of lading is (A) non-negotiable, a duly executed Collateral Access Agreement or other bailee agreement reasonably satisfactory to the Administrative Agent from the applicable customs broker for such Rental Product, or (B) negotiable, confirmation that the bill is issued in the name of such Loan Party and consigned to the order of the Administrative Agent, and a reasonably acceptable agreement has been executed with such Loan Party's customs broker, in which the customs broker agrees that it holds the negotiable bill as agent for the Administrative Agent and will follow instructions of the Administrative Agent with respect to the disposition thereof and of the goods, (ii) the common carrier is not an Affiliate of the applicable vendor or supplier and (iii) the customs broker is not an Affiliate of any Loan Party;

(d) (i) which is located in any third party warehouse or is in the possession of a bailee (other than a third party processor or rental customer) and is not evidenced by a Document (other than bills of lading to the extent permitted pursuant to clause (c) above), unless (i) such warehouseman or bailee has delivered to the Administrative Agent a Collateral Access Agreement and such other documentation as the Administrative Agent may require or (ii) an appropriate Reserve has been established by the Administrative Agent in its Permitted Discretion; provided that up to \$5,000,000 at any one time of such Rental Product described in this clause (d) and not meeting the requirements of the preceding subclauses (i) and (ii) may be included as Eligible Rental Inventory to the extent such rentals are being held for not more than 60 days in a warehouse pending delivery to a store upon the initial opening thereof (including the initial opening after the renovation or remodeling of a store);

(e) which is not reflected in a current rental inventory report of the applicable Loan Party in a form reasonably acceptable to the Administrative Agent;

(f) which is reflected in an internal report of the applicable Loan Party as "damaged", "hold", "laundry", "lost", "repair" or "ship", or such similar designation used by the Loan Parties from time to time; and

(g) which does not meet such other eligibility criteria for Rental Product as the Administrative Agent in its Permitted Discretion may determine from time to time;

provided further that in determining the value of the Eligible Rental Inventory, such value shall be reduced by, without duplication, any amounts representing (i) Vendor Rebates; (ii) costs included in Eligible Rental Inventory relating to advertising; (iii) to the extent determined by the Administrative Agent in its Permitted Discretion to be appropriate, the shrink reserve; and (iv) a reserve for Rental Product which is designated or demanded to be returned to or retained by the applicable vendor or which is recognized as damaged or off quality by the applicable U.S. Borrower.

In the event that a Financial Officer of the Borrower Representative has actual knowledge that Rental Product at any location having a fair market value of \$7,500,000 or more which was previously Eligible Rental Inventory ceases to be Eligible Rental Inventory hereunder (other than by reason of clause (f) above), such U.S. Borrower or the Borrower Representative shall promptly notify the Administrative Agent thereof and, in any event, not later than the submission to the Administrative Agent of the next Borrowing Base Certificate hereunder; provided further that the Administrative Agent may, in its Permitted Discretion, upon receipt of such notice as set forth above, adjust the U.S. Borrowing Base to reflect such change in Eligible Rental Inventory.

“Eligible Successor Agent” means (x) a bank or financial institution that is organized under the laws of the United States or any State or district thereof with an office in New York, New York which has a combined capital surplus of at least \$200,000,000 or (y) in the case of the Canadian Administrative Agent only, an Affiliate of the Administrative Agent acting through a branch or an office in Canada.

“Environment” means ambient air, indoor air, surface water, groundwater, drinking water, land surface and subsurface strata & natural resources such as wetlands, flora and fauna.

“Environmental Laws” means all applicable federal, state, and local laws (including common law), regulations, rules, ordinances, codes, decrees, judgments, directives, orders (including consent orders), orders-in-council, and binding agreements with any Governmental Authority in each case, relating to pollution or protection of the Environment, human health and safety (to the extent related to exposure to Hazardous Materials), or the presence, Release of, or exposure to, Hazardous Materials, or the generation, manufacture, processing, distribution, use, treatment, storage, transport, recycling or handling of, or the arrangement for such activities with respect to, Hazardous Materials.

“Environmental Liability” means any liability, claim, action, suit, agreement, judgment or order arising under or relating to any Environmental Law for any damages, injunctive relief, losses, fines, penalties, fees, expenses (including reasonable fees and expenses of attorneys and consultants) or costs, whether contingent or otherwise, including those arising from or relating to: (a) compliance or non-compliance with any Environmental Law or permit, license or approval issued thereunder, (b) the generation, use, handling, transportation, storage, treatment or disposal of any Hazardous Materials, (c) exposure to any Hazardous Materials, (d) the Release or threat of Release of any Hazardous Materials or (e) any contract, agreement or other consensual arrangement pursuant to which liability is assumed or imposed with respect to any of the foregoing.

“Equity Interests” means shares of capital stock, partnership interests, membership interests in a limited liability company, beneficial interests in a trust or other equity ownership interests in a Person, and any warrants, options or other rights entitling the holder thereof to purchase or acquire any such equity interest (other than, prior to the date of such conversion, any Indebtedness that is convertible into any such Equity Interests).

“ERISA” means the Employee Retirement Income Security Act of 1974.

“ERISA Affiliate” means any trade or business (whether or not incorporated) that, together with any Loan Party, is treated as a single employer under Section 414(b) or 414(c) of the Code or, solely for purposes of Section 302 of ERISA and Section 412 of the Code, is treated as a single employer under Section 414(m) or 414(o) of the Code.

“ERISA Event” means (a) any “reportable event,” as defined in Section 4043(c) of ERISA or the regulations issued thereunder with respect to a Plan (other than an event for which the 30-day notice period is waived), (b) any failure by any Plan to satisfy the minimum funding standard (within the meaning of Section 412 of the Code or Section 302 of ERISA) applicable to such Plan, in each case whether or not waived or a failure to make a required contribution to a Multiemployer Plan, (c) the filing pursuant to Section 412(c) of the Code or Section 302(c) of ERISA, of an application for a waiver of the minimum funding standard with respect to any Plan, (d) a determination that any Plan is in “at-risk” status (as defined in Section 303(i)(4) of ERISA or Section 430(i)(4) of the Code), (e) the incurrence by any Loan Party or any ERISA Affiliate of any liability under Title IV of ERISA (other than PBGC premiums due but not delinquent under Section 4007 of ERISA), (f) the receipt by any Loan Party or any ERISA Affiliate from the PBGC or a plan administrator of any notice relating to an intention to terminate any Plan or Plans or to appoint a trustee to administer any Plan under Section 4042 of ERISA, (g) an event or condition which constitutes grounds under Section 4042 of ERISA for the termination of, or the appointment of a trustee to administer, any Plan or Multiemployer Plan; (h) the incurrence by any Loan Party or any ERISA Affiliate of any liability with respect to the withdrawal or partial withdrawal from any Plan (including any liability under Section 4062(e) of ERISA) or Multiemployer Plan, (i) the receipt by any Loan Party or any ERISA Affiliate of any notice concerning the imposition of Withdrawal Liability or a determination that a Multiemployer Plan is insolvent, within the meaning of Title IV of ERISA, or in “endangered” or “critical” status, within the meaning of Section 305 of ERISA or Section 432 of the Code, (j) a failure by any Loan Party or any ERISA Affiliate to pay when due (after expiration of any applicable grace period) any installment payment with respect to Withdrawal Liability, or (k) the occurrence of a non-exempt “prohibited transaction” (as defined in Section 4975 of the Code or Section 406 of ERISA) with respect to which any Loan Party or any ERISA Affiliate is a “disqualified person” (within the meaning of Section 4975 of the Code) or a “party in interest” (within the meaning of Section 406 of ERISA) or could otherwise reasonably be expected to be liable.

“EU Bail-In Legislation Schedule” means the EU Bail-In Legislation Schedule published by the Loan Market Association (or any successor Person), as in effect from time to time.

“Euro” or “€” means the single currency of the Participating Member States.

“Eurodollar,” when used in reference to any Loan or Borrowing, refers to whether such Loan, or the Loans comprising such Borrowing, bears interest at a rate determined by reference to the Adjusted LIBO Rate.

“European Union” means the region comprised of member states of the European Union pursuant to the Treaty on the European Union.

“Events of Default” has the meaning set forth in Article VII.

“Exchange Act” means the United States Securities Exchange Act of 1934.

“Excluded Account” means any deposit account or securities account of a Loan Party of the type described in the definition of “Excluded Accounts” in the applicable Security Agreement.

“Excluded Subsidiary” means (a) any Subsidiary that is not a wholly owned Subsidiary of Parent, (b) any Foreign Subsidiary of Parent, (c) any Domestic Subsidiary that is a direct or indirect Subsidiary of a Foreign Subsidiary of Parent that is a CFC and (d) any CFC Holdco, (e) any Subsidiary that is prohibited or restricted by applicable law from providing a Loan Guarantee of the applicable Guaranteed Obligations or if such Loan Guarantee would require governmental (including regulatory) consent, approval, license or authorization unless such consent, approval, license or authorization has been received, (f) any Subsidiary that is a not-for-profit organization, (g) [reserved], (h) any Subsidiary that is an Immaterial Subsidiary (unless Parent otherwise elects), and (i) any other Subsidiary with respect to which, in the reasonable judgment of the Administrative Agent (confirmed in writing by notice to Parent), the cost or other consequences of becoming a Loan Guarantor shall be excessive in view of the benefits to be obtained by the Lenders therefrom. Notwithstanding the foregoing, no Canadian Subsidiary shall be excluded from being required to become a Loan Party pursuant to clauses (b), (c) or (d), above.

“Excluded Swap Obligation” means, with respect to any Loan Party, any Swap Obligation if, and to the extent that, all or a portion of the Loan Guarantee of such Loan Party of, or the grant by such Loan Party of a security interest to secure, such Swap Obligation (or any Loan Guarantee thereof) is or becomes illegal under the Commodity Exchange Act or any rule, regulation or order of the Commodity Futures Trading Commission (or the application or official interpretation of any thereof) by virtue of such Loan Party’s failure for any reason to constitute an “eligible contract participant” as defined in the Commodity Exchange Act and the regulations thereunder at the time the Loan Guarantee of such Loan Party or the grant of such security interest becomes effective with respect to such Swap Obligation. If a Swap Obligation arises under a master agreement governing more than one swap, such exclusion shall apply only to the portion of such Swap Obligation that is attributable to swaps for which such Loan Guarantee or security interest is or becomes illegal.

“Excluded Taxes” means any of the following Taxes imposed on or with respect to a Recipient or required to be withheld or deducted from a payment to a Recipient, (a) Taxes imposed on or measured by such Recipient’s net income (however denominated), franchise Taxes, and branch profits Taxes, in each case, imposed by a jurisdiction as a result of such Recipient being organized under the laws of, or having its principal office or, in the case of any Lender, its applicable lending office located in, such jurisdiction or as a result of any other present or former connection between such Recipient and such jurisdiction (other than connections arising from such Recipient having executed, delivered, become a party to, performed its obligations under, received payments under, received or perfected a security interest under, engaged in any other transaction pursuant to or enforced any Loan Document and/or sold or assigned an interest in any Loan Document), (b) withholding Taxes imposed on amounts payable to or for the account of any Lender with respect to an applicable interest in a Loan or Revolving Commitment pursuant to a law in effect on the date on which (i) such Lender acquires such interest in the applicable Revolving Commitment (or, to the extent a Lender acquires an interest in a Loan not funded pursuant to a prior Commitment, acquires such interest in such Loan) (in each case, other than pursuant to an assignment request under Section 2.19(b)) or (ii) such Lender changes its lending office, except in each case under clause (i) or (ii) to the extent that, pursuant to Section 2.17, amounts with respect to such Taxes were payable either to such Lender’s assignor immediately before such Lender acquired the applicable interest in such Loan or Revolving Commitment, as applicable, or to such Lender immediately before it changed its lending office, (c) any Taxes attributable to a Recipient’s failure to comply with Section 2.17(e), (d) any withholding Taxes imposed under FATCA and (e) Taxes imposed under the ITA payable by virtue of the Recipient being a Person with whom a Canadian Loan Party does not deal at arm’s length for purposes of the ITA or being a “specified nonresident shareholder” (as that term is defined in subsection 18(5) of the ITA) of a Canadian Loan Party or a Person not dealing at arm’s length with such a “specified nonresident shareholder” for purposes of the ITA (other than any such non-arm’s length relationship arising from such Recipient having executed, delivered, become a party to, performed its obligations under, received payments under, received

or perfected a security interest under, engaged in any other transaction pursuant to or enforced any Loan Document and/or sold or assigned an interest in any Loan Document).

“Existing Letters of Credit” means the letters of credit referred to in Section 2.06(k) of the Disclosure Letter.

“Exit Facility Agreement” means the credit agreement that is approved by the Confirmation Order and entered into on the Conversion Date that has been negotiated in good faith by the Loan Parties, the Administrative Agent and the Lenders and that is consistent in all material respects with the terms set forth in the Exit Facility Term Sheet and any related schedules and exhibits attached thereto; *provided*, that such credit agreement shall have been made available and is satisfactory to the Administrative Agent, the Issuing Banks and all Lenders.

“Exit Facility Term Sheet” means the term sheet attached as Exhibit G hereto, as amended, supplemented or otherwise modified from time to time in accordance with the terms of this Agreement.

“Extraordinary Receipt” means any cash received by any Person (net of all losses and expenses incurred by such Person, and all Taxes paid (or reasonably estimated to be payable) by the Parent and the Subsidiaries, in connection with the event resulting in the Extraordinary Receipt) in an aggregate amount in excess of \$5,000,000 in respect of tax refunds, pension plan reversions, indemnity payments and purchase price adjustments (but not, for the avoidance of doubt, with respect to any Prepayment Event described in clauses (a) through (c) thereof).

“Facility” means each of the U.S. Facility and the Canadian Facility.

“FATCA” means Sections 1471 through 1474 of the Code, as of the Effective Date (or any amended or successor version that is substantively comparable and not materially more onerous to comply with) and any current or future Treasury regulations or other official interpretations thereof, any agreements entered into pursuant to current Section 1471(b) of the Code (or any amended or successor version described above) and any fiscal or regulatory legislation, rules or practices adopted pursuant to any intergovernmental agreement, treaty or convention among Governmental Authorities and implementing such Sections of the Code.

“Federal Funds Effective Rate” means, for any day, the rate calculated by the NYFRB based on such day’s federal funds transactions by depository institutions, as determined in such manner as the NYFRB shall be set forth on the Federal Reserve Bank of New York’s Website from time to time, and published on the next succeeding Business Day by the NYFRB as the federal funds effective rate, provided that if the Federal Funds Effective Rate shall be less than zero, such rate shall be deemed to zero for the purposes of this Agreement.

“Fee Letters” means, collectively, the Agent Fee Letter and the Lender Fee Letter.

“Final Order” means, collectively, the order of the Court entered in the Cases after a final hearing under Bankruptcy Rule 4001(c)(2) or such other procedures as approved by the Court, which order shall be satisfactory in form and substance to the Administrative Agent and from which no appeal or motion to reconsider has been timely filed, or if timely filed, such appeal or motion to reconsider has been dismissed or denied with no further appeal and the time for filing such appeal has passed (unless Administrative Agent waives such requirement), together with all extensions, modifications, and amendments thereto, in form and substance satisfactory to the Administrative Agent, which, among other matters but not by way of limitation, authorizes the Loan Parties to obtain credit, incur (or guaranty) Indebtedness, and grant Liens

under this Agreement and the other Loan Documents, as the case may be, and provides for the super-priority of the Administrative Agent's and the Lenders' claims.

"Financial Officer" means, with respect to any Person, the chief financial officer, principal accounting officer, treasurer, assistant treasurer, chief restructuring officer or controller of such Person.

"Foreign Lender" means a Lender that is not a U.S. Person.

"Foreign Subsidiary" means any Subsidiary of Parent, other than a Domestic Subsidiary.

"Funding Accounts" means the deposit account(s) of the Borrowers to which the Administrative Agent or the Swingline Lender is authorized by the Borrowers (or by the Borrower Representative on their behalf) to transfer the proceeds of any Borrowings requested or authorized pursuant to this Agreement.

"GAAP" means generally accepted accounting principles in the United States of America, applied in accordance with the consistency requirements thereof.

"Gift Card Reserve" means, at any time, the sum of (a) 50% of the aggregate remaining amount at such time of outstanding gift certificates and gift cards sold by the Loan Parties entitling the holder thereof to use all or a portion of the certificate or gift card to pay all or a portion of the purchase price of Inventory and (b) 100% of the aggregate amount at such time of outstanding customer deposits and merchandise credits entitling the holder thereof to use all or a portion of such deposit or credit to pay all or a portion of the purchase price of Inventory or deposits for Rental Product.

"Governmental Authority" means the government of the United States of America, Canada, any other nation or any political subdivision thereof, whether provincial, territorial, state or local, and any agency, authority, instrumentality, regulatory body, court, central bank or other entity exercising executive, legislative, judicial, taxing, regulatory or administrative powers or functions of or pertaining to government (including any supra-national body exercising such powers or functions, such as the European Union or the European Central Bank).

"Guarantee" of or by any Person (the "guarantor") means any obligation, contingent or otherwise, of the guarantor guaranteeing or having the economic effect of guaranteeing any Indebtedness or other obligation of any other Person (the "primary obligor") in any manner, whether directly or indirectly, and including any obligation of the guarantor, direct or indirect, (a) to purchase or pay (or advance or supply funds for the purchase or payment of) such Indebtedness or other obligation or to purchase (or to advance or supply funds for the purchase of) any security for the payment thereof, (b) to purchase or lease property, securities or services for the purpose of assuring the owner of such Indebtedness or other obligation of the payment thereof, (c) to maintain working capital, equity capital or any other financial statement condition or liquidity of the primary obligor so as to enable the primary obligor to pay such Indebtedness or other obligation or (d) as an account party in respect of any letter of credit or letter of guaranty issued to support such Indebtedness or other obligation; provided that the term "Guarantee" shall not include endorsements for collection or deposit in the ordinary course of business. The amount, as of any date of determination, of any Guarantee shall be the principal amount outstanding on such date of Indebtedness or other obligation guaranteed thereby (or, in the case of (i) any Guarantee the terms of which limit the monetary exposure of the guarantor or (ii) any Guarantee of an obligation that does not have a principal amount, the maximum monetary exposure as of such date of the guarantor under such Guarantee (as determined, in the case of clause (i), pursuant to such terms or, in the case of clause (ii), reasonably and in good faith by a Financial Officer of Parent)).

"Guaranteed Obligations" has the meaning set forth in Section 10.01.

“Hazardous Materials” means any chemical, material, substance or waste that is prohibited, limited or regulated by or pursuant to any applicable Environmental Law, including, without limitation, any petroleum products or byproducts and all other hydrocarbons, coal ash, radon gas, asbestos-containing materials, urea formaldehyde foam insulation, polychlorinated biphenyls, chlorofluorocarbons and all other ozone-depleting substances or mold.

“Hypothecary Representative” has the meaning set forth in Article VIII.

“Immaterial Subsidiary” means, at any date of determination, any Subsidiary that, at the last day of the most recently ended fiscal quarter of Parent for which financial statements have theretofore been most recently delivered pursuant to Sections 4.01(h), 5.01(a) or 5.01(b), accounted for less than (x) 2.5% of Total Assets at such date and (y) less than 2.5% of the consolidated revenues of Parent and its Subsidiaries for the most recent four fiscal quarter period ending on or prior to such date; provided that, notwithstanding the above, “Immaterial Subsidiary” shall exclude any of the Parent’s Subsidiaries designated in writing to the Administrative Agent, by a responsible officer of Parent (which Parent shall be required to designate (and hereby undertakes to designate) to the extent necessary to ensure that Immaterial Subsidiaries, in the aggregate, accounted for, at the last day of any fiscal quarter of Parent for which financial statements have theretofore been most recently delivered pursuant to Sections 4.01(h), 5.01(a) or 5.01(b), less than 5.0% of Total Assets at such date and less than 5.0% of consolidated revenues of Parent and its Subsidiaries for the four fiscal quarter period ending on such date).

“Impacted Interest Period” has the meaning set forth in the definition of “LIBO Rate.”

“Indebtedness” of any Person means, without duplication, (a) all obligations of such Person for borrowed money or with respect to deposits or advances of any kind, (b) all obligations of such Person evidenced by bonds, debentures, notes or similar instruments, (c) all obligations of such Person under conditional sale or other title retention agreements relating to property acquired by such Person (excluding trade accounts payable incurred in the ordinary course of business), (d) all obligations of such Person in respect of the deferred purchase price of property or services (excluding (i) current accounts payable incurred in the ordinary course of business, (ii) deferred compensation payable to directors, officers or employees of Parent or any Subsidiary and (iii) any purchase price adjustment or earnout incurred in connection with an acquisition, except to the extent that the amount payable pursuant to such purchase price adjustment or earnout is, or becomes, reasonably determinable), (e) all Capital Lease Obligations and Synthetic Lease Obligations of such Person, (f) all obligations, contingent or otherwise, of such Person as an account party in respect of letters of credit and letters of guaranty, (g) all obligations, contingent or otherwise, of such Person in respect of bankers’ acceptances, (h) all Indebtedness of others secured by (or for which the holder of such Indebtedness has an existing right, contingent or otherwise, to be secured by) any Lien on property owned or acquired by such Person, whether or not the Indebtedness secured thereby has been assumed by such Person (but only to the extent of the lesser of (x) the amount of such Indebtedness and (y) the fair market value of such property, if such Indebtedness has not been assumed by such Person), and (i) all Guarantees by such Person of Indebtedness of others. The Indebtedness of any Person shall include the Indebtedness of any other Person (including any partnership in which such Person is a general partner) to the extent such Person is liable therefor by contract, as a matter of law or otherwise as a result of such Person’s ownership interest in or other relationship with such other Person, except to the extent the terms of such Indebtedness provide that such Person is not liable therefor.

“Indemnified Taxes” means (a) all Taxes, other than Excluded Taxes, imposed on or with respect to any payment made by or on account of any obligation of any Loan Party under any Loan Document and (b) to the extent not otherwise described in clause (a), all Other Taxes.

“Indemnitee” has the meaning set forth in Section 9.03(b).

“Information” has the meaning set forth in Section 9.12.

“Information Officer” shall mean Grant Thornton in its capacity as the Canadian Court-appointed information officer in the Canadian Case, and any court-appointed successor thereto.

“Insolvency Laws” means each of the Bankruptcy Code, the Bankruptcy and Insolvency Act (Canada), the Companies’ Creditors Arrangement Act (Canada), the Winding-Up and Restructuring Act (Canada), in each case as amended, and any other applicable state, provincial, territorial or federal bankruptcy laws, each as now and hereafter in effect, any successors to such statutes and any other applicable insolvency or other similar law of any jurisdiction, including any corporate law of any jurisdiction permitting a debtor to obtain a stay or a compromise of the claims of its creditors against it and including any rules and regulations pursuant thereto.

“Intercompany Subordination Agreement” means the Intercompany Subordination Agreement dated as of the Effective Date, by and among the Borrowers and Subsidiaries party thereto, as the same may be amended in accordance with the terms hereof and thereof.

“Intercreditor Acknowledgment” means that certain Acknowledgment and Agreement, dated as of the Effective Date, by and among the Administrative Agent, the Prepetition Agent and the Term Agent, and acknowledged by the Loan Parties.

“Intercreditor Agreement” means the Intercreditor Agreement, dated as of June 18, 2014, among the U.S. Borrowers, the Prepetition Agent and the administrative agent, collateral agent, collateral trustee or a similar representative for the Term Credit Agreement, as supplemented and modified by the Intercreditor Acknowledgment, and as may be further amended, amended and restated, supplemented or otherwise modified and in effect from time to time.

“Interest Election Request” means a request by the Borrower Representative to convert or continue a Revolving Borrowing in accordance with Section 2.08, which shall be, in the case of any such written request, in the form of Exhibit F or any other form approved by the Administrative Agent.

“Interest Payment Date” means (a) with respect to any ABR Loan (other than a Protective Advance or an Overadvance) or Canadian Prime Rate Loan, the first Business Day of each calendar quarter and the Maturity Date, (b) with respect to any Eurodollar Loan or CDOR Rate Loan, the last day of the Interest Period applicable to the Borrowing of which such Loan is a part and, in the case of a Eurodollar Borrowing with an Interest Period of more than three (3) months’ duration, such day or days prior to the last day of such Interest Period as shall occur at intervals of three (3) months’ duration after the first day of such Interest Period, and the Maturity Date, and (c) with respect to any Protective Advance or Overadvance, the day that such Loan is required to be repaid and the Maturity Date.

“Interest Period” means (a) with respect to any Eurodollar Borrowing, the period commencing on the date of such Borrowing and ending on the numerically corresponding day in the calendar month that is one, two, three or six months (or, with the consent of each Lender twelve months) thereafter and (b) with respect to any CDOR Rate Borrowing, the period commencing on the date of such Borrowing and ending on the date which is one, two, three or six months thereafter, in each case, as the Borrower Representative may elect; provided that (i) if any Interest Period would end on a day other than a Business Day, such Interest Period shall be extended to the next succeeding Business Day unless such next succeeding Business Day would fall in the next calendar month, in which case such Interest Period shall end on the next preceding Business Day and (ii) any Interest Period that commences on the last Business Day of a calendar month (or on a day for which there is no numerically corresponding day in the last calendar month of such Interest Period) shall end on the last Business Day of the last calendar month of such Interest Period. For

purposes hereof, the date of a Borrowing initially shall be the date on which such Borrowing is made and, in the case of a Revolving Borrowing, thereafter shall be the effective date of the most recent conversion or continuation of such Borrowing.

“Interim Order” means, collectively, the order of the Court entered in the Cases after an interim hearing (assuming satisfaction of the standard prescribed in Section 324 of the Bankruptcy Code and Bankruptcy Rule 4001 and other applicable law), together with all extensions, modifications, and amendments thereto, in each case, in form and substance satisfactory to the Administrative Agent and each Lender, which, among other matters but not by way of limitation, (i) authorizes, on an interim basis, the Loan Parties to execute and perform under the terms of this Agreement and the other Loan Documents, and (ii) approves a full roll-up of all Prepetition Lender Obligations.

“Interpolated Rate” means, at any time, (i) with respect to any Eurodollar Borrowing for any Interest Period, the rate per annum (rounded to the same number of decimal places as the LIBO Screen Rate) determined by the Administrative Agent (which determination shall be conclusive and binding absent manifest error) to be equal to the rate that results from interpolating on a linear basis between (a) the LIBO Screen Rate for the longest period for which the LIBO Screen Rate is available) that is shorter than the Impacted Interest Period; and (b) the LIBO Screen Rate for the shortest period (for which that LIBO Screen Rate is available) that exceeds the Impacted Interest Period, in each case, at such time; and (ii) with respect to any CDOR Rate Loan for any Interest Period, a rate per annum determined by the Canadian Administrative Agent (which determination shall be conclusive and binding absent manifest error) to be equal to the rate that results from interpolating on a linear basis between (a) the applicable CDOR Screen Rate for the longest period (for which such CDOR Screen Rate is available) that is shorter than the Interest Period for such CDOR Rate Loan and (b) the applicable CDOR Screen Rate for the shortest period (for which such CDOR Screen Rate is available) that is longer than the Interest Period for such CDOR Rate Loan, in each case at such time.

“Inventory” has the meaning set forth in each Security Agreement.

“Investment” means, with respect to a specified Person, any Equity Interests, evidences of Indebtedness or other securities (including any option, warrant or other right to acquire any of the foregoing) of, or any capital contribution or loans or advances (other than advances made in the ordinary course of business that would be recorded as accounts receivable on the balance sheet of the specified Person prepared in accordance with GAAP) to, Guarantees of any Indebtedness or other obligations of, or any other investment (including any investment in the form of transfer of property for consideration that is less than the fair value thereof (as determined reasonably and in good faith by a Financial Officer of Parent)) in, any other Person that are held or made by the specified Person. The amount, as of any date of determination, of (a) any Investment in the form of a loan or an advance shall be the principal amount thereof outstanding on such date, without any adjustment for write-downs or write-offs (including as a result of forgiveness of any portion thereof) with respect to such loan or advance after the date thereof, (b) any Investment in the form of a Guarantee shall be determined in accordance with the definition of the term “Guarantee,” (c) any Investment in the form of a purchase or other acquisition for value of any Equity Interests, evidences of Indebtedness or other securities of any Person shall be the fair value (as determined reasonably and in good faith by a Financial Officer of Parent) of the consideration therefor (including any Indebtedness assumed in connection therewith), plus the fair value (as so determined) of all additions, as of such date of determination, thereto, and minus the amount, as of such date of determination, of any portion of such Investment repaid to the investor in cash as a repayment of principal or a return of capital, as the case may be, but without any other adjustment for increases or decreases in value of, or write-ups, write-downs or write-offs with respect to, such Investment after the time of such Investment, (d) any Investment (other than any Investment referred to in clause (a), (b) or (c) above) in the form of a transfer of Equity Interests or other property by the investor to the investee, including any such transfer in the form of a capital

contribution, shall be the fair value (as determined reasonably and in good faith by a Financial Officer of Parent) of such Equity Interests or other property as of the time of such transfer (less, in the case of any investment in the form of transfer of property for consideration that is less than the fair value thereof, the fair value (as so determined) of such consideration as of the time of the transfer), minus the amount, as of such date of determination, of any portion of such Investment repaid to the investor in cash as a return of capital, but without any other adjustment for increases or decreases in value of, or write-ups, write-downs or write-offs with respect to, such Investment after the time of such transfer, and (e) any Investment (other than any Investment referred to in clause (a), (b), (c) or (d) above) in any Person resulting from the issuance by such Person of its Equity Interests to the investor shall be the fair value (as determined reasonably and in good faith by a Financial Officer of Parent) of such Equity Interests at the time of the issuance thereof.

“IRS” means the United States Internal Revenue Service.

“Issuing Bank” means, individually and collectively as the context may require, each U.S. Issuing Bank and each Canadian Issuing Bank.

“ITA” means the Income Tax Act (Canada), as amended.

“JPMCB” means JPMorgan Chase Bank, N.A., a national banking association, in its individual capacity, and its successors.

“LC Alternative Currency” means (a) Sterling, (b) Euros or (c) any other lawful currency (other than Dollars) acceptable to the applicable Administrative Agent, and the applicable Issuing Bank or which, in the case of this clause (c), is freely transferable and convertible into Dollars and is freely available to the applicable Issuing Bank.

“LC Disbursement” means a payment made by an Issuing Bank pursuant to a Letter of Credit. The date of an LC Disbursement shall be the date of payment by the applicable Issuing Bank under a Letter of Credit or a time draft presented thereunder, as the case may be.

“LC Exposure” means, at any time, the U.S. LC Exposure and the Canadian LC Exposure.

“Lender Advisors” means the professionals and experts retained by Administrative Agent and the Required Lenders, consisting of Berkeley Research Group, LLC, Morgan Lewis & Bockius LLP, McMillan LLP and Winstead PC.

“Lender Fee Letter” means the Fee Letter dated August [___], 2020, among Parent, the Administrative Agent and the other parties thereto, with respect to fees payable to the Administrative Agent for the benefit of the Lenders.

“Lender Parent” means, with respect to any Lender, any Person as to which such Lender is, directly or indirectly, a subsidiary.

“Lender Parties” means (a) the Administrative Agent, (b) the Canadian Administrative Agent, (c) the Arrangers, (d) the Co-Syndication Agents, (e) the Co-Documentation Agents, (f) the Lenders, (g) the Issuing Banks, (h) Qualified Counterparties to whom any Banking Services Obligations are owing, (i) Qualified Counterparties to whom Swap Obligations constituting Secured Obligations hereunder are owing, (j) the beneficiaries of each indemnification obligation undertaken by any Loan Party under any Loan Document and (k) the permitted successors and assigns of the foregoing.

“Lenders” means the Persons listed on Schedule 2.01 and any other Person that shall have become a party hereto pursuant to an Assignment and Assumption, other than any such Person that shall have ceased to be a party hereto pursuant to an Assignment and Assumption. Unless the context otherwise requires, the term “Lenders” includes the Swingline Lender.

“Letter of Credit” means each Existing Letter of Credit and any letter of credit or similar instrument (including a bank guarantee) acceptable to the Applicable Administrative Agent and the applicable Issuing Bank issued pursuant to this Agreement.

“LIBO Rate” means, with respect to any Eurodollar Borrowing for any Interest Period, the London interbank offered rate as administered by ICE Benchmark Association (or any other Person that takes over the administration of such rate) for dollars for a period equal in length to such Interest Period as displayed on pages LIBOR01 or LIBOR02 of the Reuters screen that displays such rate (or, in the event such rate does not appear on a Reuters page or screen, on any successor or substitute page on such screen that displays such rate, or on the appropriate page of such other information service that publishes such rate from time to time as selected by the Administrative Agent in its reasonable discretion) (in each case the “LIBO Screen Rate”) at approximately 11:00 a.m., London time, two (2) Business Days prior to the commencement of such Interest Period; provided that, if the LIBO Screen Rate shall not be available at such time for such Interest Period (an “Impacted Interest Period”) then the LIBO Rate shall be the Interpolated Rate, provided, that, if any Interpolated Rate shall be less than 0.75%, such rate shall be deemed to be 0.75% for purposes of this Agreement. Notwithstanding the foregoing, if the LIBO Rate, determined as provided above in this definition, would be less than 0.75%, the LIBO Rate shall for all purposes of this Agreement be 0.75%.

“LIBO Screen Rate” has the meaning set forth in the definition of “LIBO Rate.”

“Lien” means, with respect to any asset, (a) any mortgage, deed of trust, lien, pledge, hypothecation, charge, security interest or other encumbrance in, on or of such asset, including the Canadian Court Ordered Charges, (b) the interest of a vendor or a lessor under any conditional sale agreement, capital lease or title retention agreement (or any financing lease having substantially the same economic effect as any of the foregoing) relating to such asset and (c) in the case of securities, any purchase option, call or similar right of a third party with respect to such securities.

“Line Cap” means, as of any date of determination thereof by the Administrative Agent, an amount equal to the lesser of (i) the total Revolving Commitments then in effect and (ii) the Aggregate Borrowing Base.

“Loan Documents” means this Agreement, the Disclosure Letter, the Collateral Documents, the Fee Letters, the Intercreditor Agreement, the Intercompany Subordination Agreement, Intercreditor Acknowledgement and, except for purposes of Section 9.02, any promissory notes issued pursuant to this Agreement, any Letter of Credit applications and all other agreements, instruments, documents and certificates identified in Section 4.01 executed and delivered to, or in favor of, the Administrative Agent, the Canadian Administrative Agent or any Lender and including all other pledges, powers of attorney, consents, assignments, contracts, notices, letter of credit agreements and all other written matter whether heretofore, now or hereafter executed by or on behalf of any Loan Party, or any employee of any Loan Party, and delivered to the Administrative Agent, the Canadian Administrative Agent or any Lender in connection with this Agreement or the transactions contemplated thereby. Any reference in this Agreement or any other Loan Document to a Loan Document shall include all appendices, exhibits or schedules thereto, and all amendments, restatements, supplements or other modifications thereto, and shall refer to this Agreement or such Loan Document as the same may be in effect at any and all times such reference becomes operative.

“Loan Guarantee” means Article X of this Agreement.

“Loan Guarantor” means each Loan Party.

“Loan Parties” means the U.S. Borrowers and the Canadian Loan Parties.

“Loans” means the loans and advances made by the Lenders or the Applicable Administrative Agent pursuant to this Agreement, including Swingline Loans, Overadvances and Protective Advances.

“Material Adverse Effect” means a material adverse effect on (a) the results of operations, assets, business or financial condition of Parent and the Subsidiaries taken as a whole, excluding in any event (i) the effect of filing the Cases, the events and conditions leading up to and customarily resulting from the commencement and continuation of the Cases, the effects thereof and any action required to be taken under the Loan Documents or the Orders and the Cases themselves, (ii) any matters publicly disclosed prior to the filing of the Cases, and (iii) any matters or transactions disclosed, contemplated or required to be taken in any “first day” orders or first day” orders on a final basis, motions related thereto or in any supporting declarations thereof, (b) the ability of the Loan Parties to perform any of their monetary obligations under the Loan Documents to which it is a party, or (c) the rights of or benefits available to the Administrative Agent, the Canadian Administrative Agent, the Issuing Banks or the Lenders under the Loan Documents.

“Material Indebtedness” means Indebtedness (other than the Loans, Letters of Credit and the Loan Guarantee), or obligations in respect of one or more Swap Agreements, of any one or more of Parent and the Subsidiaries in an aggregate principal amount exceeding \$20,000,000. For purposes of determining Material Indebtedness, the “principal amount” of the obligations of Parent or any Subsidiary in respect of any Swap Agreement at any time shall be the maximum aggregate amount (giving effect to any netting agreements) that Parent or such Subsidiary would be required to pay if such Swap Agreement were terminated at such time.

“Maturity Date” means the date that is the earliest of (i) six (6) months after the Effective Date, (ii) the date of the substantial consummation (as defined in Section 1101(2) of the Bankruptcy Code) of an Acceptable Plan, (iii) the date the Court converts any of the Cases to a Chapter 7 case, (iv) the date the Court dismisses any of the Cases, (v) the date on which the Loan Parties consummate a sale of all or substantially all of the assets of the Loan Parties pursuant to section 363 of the Bankruptcy Code or otherwise, and (vi) such earlier date on which the Loans shall become due and payable by acceleration or otherwise in accordance with the terms of this Agreement and the other Loan Documents.

“Maximum Liability” has the meaning set forth in Section 10.09.

“Maximum Rate” has the meaning set forth in Section 9.16.

“Moody’s” means Moody’s Investors Service, Inc., and any successor to its rating agency business.

“Multiemployer Plan” means a “multiemployer plan” as defined in Section 4001(a)(3) of ERISA, to which any Loan Party or any ERISA Affiliate makes or is obligated to make contributions or has any ongoing obligation with respect to withdrawal liability (within the meaning of Title IV of ERISA).

“Net Orderly Liquidation Value” means, with respect to Inventory or Rental Product of any Person, the orderly liquidation value thereof, as determined on a basis consistent in all material respects with the appraisals most recently received by the Administrative Agent (which, prior to delivery of a new appraisal (in the Borrower’s sole discretion) to the Administrative Agent that is reasonably satisfactory to the

Administrative Agent, shall mean the appraisals most recently delivered to the Administrative Agent prior to the Effective Date pursuant to the Prepetition Credit Agreement).

“Net Proceeds” means, with respect to any event, (a) the cash (which term, for purposes of this definition, shall include cash equivalents) proceeds (including, in the case of any casualty, condemnation or similar proceeding, insurance, condemnation or similar proceeds) received in respect of such event, including any cash received in respect of any noncash proceeds, but only as and when received, net of (b) the sum, without duplication, of (i) all actual fees and out-of-pocket expenses paid in connection with such event by the Parent and the Subsidiaries to Persons that are not Affiliates of the Parent or any Subsidiary, (ii) in the case of a sale, transfer or other disposition (including pursuant to a casualty or a condemnation or similar proceeding) of an asset, the amount of all payments required to be made by the Parent and the Subsidiaries as a result of such event to repay Indebtedness (other than Loans and Indebtedness under the Term Credit Agreement) secured by such asset on a basis prior to the Liens, if any, on such assets securing the Obligations and (iii) the amount of all Taxes paid (or reasonably estimated to be payable) by the Parent and the Subsidiaries, and the amount of any reserves established by the Parent and the Subsidiaries in accordance with GAAP to fund purchase price adjustment, indemnification and similar contingent liabilities (other than any earnout obligations) reasonably estimated to be payable, in each case during the year that such event occurred or the next succeeding year and that are directly attributable to the occurrence of such event (as determined reasonably and in good faith by a Financial Officer of the Borrower Representative). For purposes of this definition, in the event any contingent liability reserve established with respect to any event as described in clause (b)(iii) above shall be reduced, the amount of such reduction shall, except to the extent such reduction is made as a result of a payment having been made in respect of the contingent liabilities with respect to which such reserve has been established, be deemed to be receipt, on the date of such reduction, of cash proceeds in respect of such event.

“Non-Consenting Lender” has the meaning set forth in Section 9.02(d).

“Non-Paying Borrower” has the meaning set forth in Section 10.10.

“NYFRB” means the Federal Reserve Bank of New York.

“NYFRB Rate” means, for any day, the greater of (a) the Federal Funds Effective Rate in effect on such day and (b) the Overnight Bank Funding Rate in effect on such day (or for any day that is not a Business Day, for the immediately preceding Business Day); provided that if none of such rates are published for any day that is a Business Day, the term “NYFRB Rate” means the rate for a federal funds transaction quoted at 11:00 a.m. on such day received to the Administrative Agent from a Federal funds broker of recognized standing selected by it; provided, further, that if any of the aforesaid rates shall be less than zero, such rate shall be deemed to be zero for purposes of this Agreement.

“Obligations” means, individually and collectively as the content may require, the U.S. Obligations and the Canadian Obligations.

“Order” means, as applicable, and as the context may require, the Interim Order or the Final Order, whichever is then applicable, or the Canadian Recognition Order or the Interim Order, the Canadian Recognition Order and the Final Order as the “Orders”.

“Original Currency” has the meaning set forth in Section 9.21.

“Other Taxes” means all present or future stamp, court or documentary, intangible, recording, filing or similar Taxes or any other excise or property Taxes that arise from any payment made under any Loan

Document or from the execution, delivery, performance, enforcement or registration of, from the receipt or perfection of a security interest under, or otherwise with respect to, any Loan Document, excluding any such Taxes imposed with respect to an assignment by a Lender (other than an assignment made pursuant to Section 2.19) if such Tax is imposed as a result of a present or former connection between the assigner or assignee and the jurisdiction imposing such Tax (other than connections arising from such having executed, delivered, become a party to, performed its obligations under, received payments under, received or perfected a security interest under, engaged in any other transaction pursuant to or enforced any Loan Document, and/or sold or assigned an interest in any Loan Document).

“Overadvance” means a U.S. Overadvance or a Canadian Overadvance.

“Overadvance Exposure” means, at any time, the sum of the Canadian Overadvance Exposure and the U.S. Overadvance Exposure.

“Overnight Bank Funding Rate” means, for any day, the rate comprised of both overnight federal funds and overnight Eurodollar borrowings by U.S.-managed banking offices of depository institutions, as such composite rate shall be determined by the NYFRB as set forth on the Federal Reserve Bank of New York’s Website from time to time, and published on the next succeeding Business Day by the NYFRB as an overnight bank funding rate (from and after such date as the NYFRB shall commence to publish such composite rate).

“Parent” means Tailored Brands, Inc., a Texas corporation.

“Participant Register” has the meaning set forth in Section 9.04(c)(ii).

“Participants” has the meaning set forth in Section 9.04(c)(i).

“Participating Member State” means any member state of the European Communities that adopts or has adopted (and has not ceased to adopt) the euro as its lawful currency in accordance with legislation of the European Community relating to Economic and Monetary Union.

“Patriot Act” means the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (Title III of Pub. L. No. 107-56 (Signed into law October 26, 2001)).

“Paying Borrower” has the meaning set forth in Section 10.10.

“Payment Intangibles” has the meaning set forth in the U.S. Security Agreement.

“PBGC” means the Pension Benefit Guaranty Corporation referred to and defined in ERISA.

“Permitted Discretion” means a determination made in good faith and in the exercise of reasonable (from the perspective of a secured asset-based lender) business judgment.

“Permitted Encumbrances” means:

(a) Liens imposed by law for Taxes (x) that are not yet delinquent, (y) (i) the validity or amount thereof is being contested in good faith by appropriate proceedings, (ii) Parent or such Subsidiary has set aside on its books reserves with respect thereto to the extent required by GAAP and (iii) such contest effectively suspends collection of the contested obligation and enforcement

of any Lien securing such obligation, or (z) the nonpayment of which is permitted or required by the Bankruptcy Code;

(b) carriers', warehousemen's, mechanics', materialmen's, repairmen's and other like Liens imposed by law (other than any Lien imposed pursuant to Section 430(k) of the Code or Section 303(k) of ERISA or a violation of Section 436 of the Code), arising in the ordinary course of business and securing obligations that are not overdue by more than 30 days or are being contested in compliance with Section 5.06;

(c) pledges and deposits made (i) in the ordinary course of business in compliance with workers' compensation, unemployment insurance and other social security laws or regulations and (ii) in respect of letters of credit, bank guarantees or similar instruments issued for the account of Parent or any Subsidiary in the ordinary course of business supporting obligations of the type set forth in clause (i) above;

(d) pledges and deposits made to secure the performance of bids, trade contracts (other than Indebtedness for borrowed money), leases (other than Capital Lease Obligations), statutory obligations, surety and appeal bonds, performance bonds and other obligations of a like nature, in each case in the ordinary course of business;

(e) judgment Liens in respect of judgments that do not constitute an Event of Default under clause (l) of Article VII;

(f) easements, zoning restrictions, rights-of-way, site plan agreements, development agreements, operating agreements, cross-easement agreements, reciprocal easement agreements and similar encumbrances and exceptions to title on real property that do not secure any monetary obligations and do not materially detract from the value of the affected property or materially interfere with the ordinary conduct of business of Parent or any Subsidiary or the ordinary operation of such real property;

(g) customary rights of setoff upon deposits of cash in favor of banks and other depository institutions and Liens of a collecting bank arising under the UCC in respect of payment items in the course of collection;

(h) Liens arising from precautionary UCC financing statement filings (or similar filings under applicable law) regarding operating leases or consignments;

(i) Liens representing any interest or title of a licensor, lessor or sublicensor or sublessor, or a licensee, lessee or sublicensee or sublessee, in the property subject to any lease (other than Capital Lease Obligations), license or sublicense or concession agreement permitted by this Agreement;

(j) Liens arising in the ordinary course of business in favor of custom and forwarding agents and similar Persons in respect of imported goods and merchandise in the custody of such Persons;

(k) Liens in favor of customs and revenue authorities arising as a matter of law to secure payment of customs duties in connection with the importation of goods;

(l) Liens or rights of setoff against credit balances of Parent or any Subsidiary with credit card issuers or credit card processors to secure obligations of Parent or such Subsidiary, as

the case may be, to any such credit card issuer or credit card processor incurred in the ordinary course of business as a result of fees and chargebacks; and

(m) other Liens that are contractual rights of set-off;

provided that the term “Permitted Encumbrances” shall not include any Lien securing Indebtedness, other than Liens referred to in clause (c) above securing letters of credit, bank guarantees or similar instruments.

“Permitted Variance” means any variance that does not violate Section 6.12(b).

“Person” means any natural person, corporation, limited liability company, trust, joint venture, association, company, partnership, Governmental Authority or other entity.

“Petition Date” has the meaning set forth in the Recitals.

“Plan” means any “employee pension benefit plan,” as defined in Section 3(2) of ERISA (other than a Multiemployer Plan), that is subject to the provisions of Title IV of ERISA or Section 412 of the Code or Section 302 of ERISA, and in respect of which any Loan Party or any ERISA Affiliate is (or, if such plan were terminated, would under Section 4069 of ERISA be deemed to be) an “employer” as defined in Section 3(5) of ERISA.

“Plan of Reorganization” means a plan of reorganization with respect to the Loan Parties and their Subsidiaries pursuant to the Cases.

“Platform” has the meaning set forth in Section 9.01(d).

“Post-Petition” means the time period commencing immediately upon the filing of the applicable US Case.

“PPSA” means the Personal Property Security Act (Ontario), including the regulations thereto, provided that if perfection or the effect of perfection or non-perfection or the priority of any Lien created hereunder or under any other Loan Document on the Collateral is governed by the personal property security legislation or other applicable legislation with respect to personal property security in effect in a jurisdiction in Canada other than the Province of Ontario, “PPSA” means the Personal Property Security Act or such other applicable legislation (including the Civil Code (Quebec)) in effect from time to time in such other jurisdiction in Canada for purposes of the provisions hereof relating to such perfection, effect of perfection or non-perfection or priority.

“Prepayment Event” means:

(a) any Asset Sale of the type described in clauses (h), (j) and (k) of Section 6.05 unless such disposition results in aggregate Net Proceeds not exceeding \$500,000 for any individual transactions or series of related transactions;

(b) any casualty or other insured damage to, or any taking under power of eminent domain or by condemnation or similar proceeding of, any asset of the Parent or any Subsidiary resulting in aggregate Net Proceeds exceeding \$500,000;

(c) the incurrence by the Parent or any Subsidiary of any Indebtedness, other than Indebtedness permitted to be incurred by Section 6.01; and

(d) the receipt by the Parent or any Subsidiary of any Extraordinary Receipt.

“Prepetition” means the time period ending immediately prior to the filing of the Cases.

“Prepetition Agent” means JPMCB, in its capacity as administrative agent under any of the Prepetition Loan Documents.

“Prepetition Aggregate Revolving Exposure” means the sum of the Prepetition Credit Exposures of all the Prepetition Lenders under the Prepetition Credit Agreement.

“Prepetition Canadian Credit Exposure” means, as to any Prepetition Lender at any time, the sum of the outstanding principal amount of such Prepetition Lender’s “Canadian Credit Exposure” (under and as defined in the Prepetition Credit Agreement) at such time.

“Prepetition Canadian Revolving Exposure” means, as to any Prepetition Lender at any time, the sum of the outstanding principal amount of such Prepetition Lender’s “Canadian Revolving Exposure” (under and as defined in the Prepetition Credit Agreement) at such time.

“Prepetition Credit Agreement” has the meaning assigned to such term in the Recitals.

“Prepetition Credit Exposure” means, as to any Prepetition Lender at any time, the sum of the outstanding principal amount of such Prepetition Lender’s “Revolving Loans” and the sum of such Prepetition Lender’s “LC Exposure,” “Swingline Exposure,” “Protective Advance Exposure” and “Overadvance Exposure” (in each case under and as defined in the Prepetition Credit Agreement) at such time.

“Prepetition Indebtedness” means the Indebtedness of the Loan Parties existing prior to the Effective Date and set forth on Section 6.01 of the Disclosure Letter.

“Prepetition Lender Obligations” means all “Obligations” as defined in the Prepetition Credit Agreement.

“Prepetition Lenders” means the lenders under the Prepetition Credit Agreement.

“Prepetition Loan Documents” means the “Loan Documents” as defined in the Prepetition Credit Agreement.

“Prepetition Revolving Loans” means Prepetition Lender Obligations in respect of principal of “Revolving Loans” under, and as defined in, the Prepetition Credit Agreement and interest, expenses, fees and other sums payable in respect thereof under the Prepetition Loan Documents.

“Prepetition Swingline Loans” means Prepetition Lender Obligations in respect of principal of “Swingline Loans” under, and as defined in, the Prepetition Credit Agreement and interest, expenses, fees and other sums payable in respect thereof under the Prepetition Loan Documents.

“Prepetition U.S. Borrower Canadian Facility Outstandings” means, at any time, the aggregate “Canadian Revolving Exposure” (under and as defined in the Prepetition Credit Agreement) at such time minus, to the extent included in such “Canadian Revolving Exposure” (under and as defined in the Prepetition Credit Agreement), the “Canadian Borrower Outstandings” (under and as defined in the Prepetition Credit Agreement) at such time.

“Prepetition U.S. Credit Exposure” means, as to any Prepetition Lender at any time, the sum of the outstanding principal amount of such Prepetition Lender’s “U.S. Credit Exposure” (under and as defined in the Prepetition Credit Agreement) at such time.

“Prepetition U.S. Revolving Exposure” means, as to any Prepetition Lender at any time, the sum of the outstanding principal amount of such Prepetition Lender’s “U.S. Revolving Exposure” (under and as defined in the Prepetition Credit Agreement) at such time.

“Prime Rate” means the rate of interest per annum publicly announced from time to time by JPMCB as its prime rate in effect at its principal office in New York City. Each change in the Prime Rate shall be effective from and including the date such change is publicly announced as being effective.

“Prior Claims” means all liabilities and obligations of any Canadian Loan Party secured by any Liens, choate or inchoate, which rank or are capable of ranking in priority to the Liens granted to the Administrative Agent to secure the Secured Obligations, including, in the Permitted Discretion of the Administrative Agent, (i) any such amounts due and not paid for wages, or vacation pay, amounts due and not paid under any legislation relating to workers’ compensation or to employment insurance, all amounts deducted or withheld and not paid and remitted when due with respect to Taxes including amounts currently or past due and not paid for realty, municipal or similar taxes (to the extent impacting personal or moveable property); and (ii) all amounts currently or past due and not yet contributed, remitted or paid to or under any Canadian Pension Plan or under the *Canada Pension Plan*, the *Quebec Pension Plan*, the *Pension Benefits Act* (Ontario) or any similar legislation.

“Protective Advance” means a U.S. Protective Advance or a Canadian Protective Advance.

“Protective Advance Exposure” means, at any time, the sum of the Canadian Protective Advance Exposure and the U.S. Protective Advance Exposure.

“Qualified Counterparties” means each Administrative Agent, each Lender, each Affiliate of a Lender and each Person that was a Lender or an Affiliate of a Lender at any time that such Person provided any Bank Products or Swap Obligations to Parent or any of its Subsidiaries.

“Quebec Security Documents” means a deed of hypothec executed by any Loan Party from time to time, and any other related documents required to perfect a Lien in favor of the Hypothecary Representative in the Province of Quebec.

“Recipient” means the Administrative Agents, any Lender, any Issuing Bank or any other recipient of any payment to be made by or on account of any obligation of any Loan Party hereunder or under any other Loan Document.

“Register” has the meaning set forth in Section 9.04(b)(iv).

“Related Parties” means, with respect to any specified Person, such Person’s Affiliates and the directors, officers, partners, members, trustees, employees, agents, administrators, managers, representatives and advisors of such Person and of such Person’s Affiliates.

“Release” means any release, spill, emission, leaking, dumping, injection, pouring, deposit, disposal, discharge, dispersal, leaching or migration into or through the environment or within or upon any building, structure, facility or fixture.

“Remedies Notice Period” has the meaning specified in the Interim Order (or Final Order, when applicable).

“Rent Reserve” means, with respect to any leased store, warehouse distribution center, regional distribution center or depot where any Inventory subject to Liens arising by operation of law is located, a reserve equal to two months’ rent at such store, warehouse distribution center, regional distribution center or depot.

“Rental Product” means any coats, pants, shirts, vests, cummerbunds, neckwear, belts, shoes and other accessories held by the Loan Parties for rental to customers.

“Report” means reports prepared by the Administrative Agent or another Person showing the results of appraisals, field examinations or audits pertaining to the Loan Parties’ assets from information furnished by or on behalf of the Loan Parties, after the Administrative Agent has exercised its rights of inspection pursuant to this Agreement, which Reports may be distributed to the Lenders by the Administrative Agent.

“Required Lenders” means, at any time, Lenders having Credit Exposure and unused Revolving Commitments representing more than 50% of the sum of the total Credit Exposure and unused Revolving Commitments at such time.

“Required Milestones” means the covenants set forth on Schedule 5.21.

“Requirement of Law” means, with respect to any Person, collectively, the common law and all federal, state, provincial, local, foreign, multinational or international laws, statutes, codes, treaties, rules and regulations, guidelines, ordinances, orders, judgments, writs, injunctions, decrees (including administrative or judicial precedents or authorities) and the determinations of, any Governmental Authority, in each case that are applicable to and binding upon such Person or any of its property or to which such Person or any of its property is subject.

“Reserves” means, without duplication of any other Reserves or items that are otherwise addressed through eligibility criteria, those reserves as specifically set forth herein which the Administrative Agent deems necessary, in its Permitted Discretion, to maintain; provided that such reserves shall only be permitted in respect of (i) the Carve-Out, (ii) reserves in respect of estimated or actual amounts that may be included in the Carve-Out, (iii) reserves (x) in the amount of a reasonable estimate of other amounts that may be included in the Carve-Out or that are or may be payable from any proceeds of a transaction (as described in footnote 14 of the Interim Order), including amounts which are or may become payable to any investment bankers or financial advisors of the Debtors or the Committee, or (y) in respect of any claims having priority over the Obligations, (iv) reserves with respect to the Canadian Court Reserve, (v) Banking Services Reserves, (vi) Rent Reserves, (vii) Gift Card Reserves, (viii) reserves for Swap Obligations, (ix) reserves for Prior Claims, and (x) reserves which are of a type that were in place under the Prepetition Credit Agreement as of July 22, 2020 (which shall include any change in such reserves due a change in underlying quantitative criteria used in the calculation of such reserve). Reserves shall not otherwise include additional reserves or any modifications to any eligibility criteria set forth in the Prepetition Credit Agreement or formulas used to compute formulaic reserves presently in effect as of the Petition Date (and no new formulaic reserves not presently in effect shall be imposed).

“Restricted Payment” means any dividend or other distribution (whether in cash, securities or other property) with respect to any Equity Interests in Parent or any Subsidiary, or any payment or distribution (whether in cash, securities or other property), including any sinking fund or similar deposit, on account of

the purchase, redemption, retirement, acquisition, exchange, conversion, cancellation or termination of any Equity Interests in Parent or any Subsidiary.

“Revolving Commitment” means, with respect to each Lender, individually and collectively as the context may require, the U.S. Commitment and the Canadian Commitment of such Lender.

“Revolving Credit Facility” has the meaning assigned to such term in the Recitals.

“Revolving Exposure” means the U.S. Revolving Exposure and the Canadian Revolving Exposure.

“Revolving Exposure Limitations” has the meaning set forth in Section 2.01.

“Revolving Lender” means a U.S. Revolving Lender or a Canadian Revolving Lender.

“Revolving Loan” means a Loan made pursuant to Sections 2.01 and 2.02(a).

“RSA” means that certain Restructuring Support Agreement, dated as of [●], 2020, executed and delivered by the Loan Parties and the other parties thereto, as such agreement may be amended, supplemented or otherwise modified from time to time in accordance with the terms thereof.

“Sale/Leaseback Transaction” means an arrangement relating to property owned by Parent or any Subsidiary whereby Parent or such Subsidiary sells or transfers such property to any Person and Parent or any Subsidiary leases such property, or other property that it intends to use for substantially the same purpose or purposes as the property sold or transferred, from such Person or its Affiliates.

“Sanctioned Country” means, at any time, a country, region or territory which is the subject or target of any Sanctions.

“Sanctioned Person” means, at any time, (a) any Designated Person, (b) a Canadian Blocked Person, (c) any Person operating, organized or resident in a Sanctioned Country or (d) any Person controlled by any such Person.

“Sanctions” means economic or financial sanctions or trade embargoes imposed, administered or enforced from time to time (a) by the U.S. government, including those administered by the Office of Foreign Assets Control of the U.S. Department of the Treasury or the U.S. Department of State, (b) by the United Nations Security Council, the European Union or Her Majesty’s Treasury of the United Kingdom, or (c) by a government of Canada pursuant to Canadian Economic Sanctions and Export Control Laws.

“SEC” means the United States Securities and Exchange Commission.

“Second Currency” has the meaning set forth in Section 9.21.

“Secured Obligations” means all U.S. Obligations and “Canadian Obligations”, together with all (a) Banking Services Obligations of the Borrowers or any Subsidiary of a Borrowers; and (b) Swap Obligations of the Borrowers or any Subsidiary of the a Borrower, owing to one or more Qualified Counterparties; provided that Excluded Swap Obligations with respect to any Loan Party shall not be Secured Obligations of such Loan Party.

“Securities Act” means the United States Securities Act of 1933.

“Security Agreement” means, individually and collectively as the context may require, the U.S. Security Agreement and the Canadian Security Agreements.

“Senior Notes” means \$600,000,000 aggregate principal amount of 7.00% senior notes due 2022 of the Company issued under the Senior Notes Indenture on June 18, 2014, as the same are in effect on the Petition Date.

“Senior Notes Indenture” means the Indenture, dated as of June 18, 2014, by and among the Company, the guarantors party thereto and The Bank of New York Mellon Trust Company, N.A., as the same is in effect on the Petition Date.

“Settlement” has the meaning set forth in Section 2.05(d).

“Settlement Date” has the meaning set forth in Section 2.05(d).

“Specified Dispositions” means (i) the closure, sale, transfer or disposition of the Loan Parties’ or their Subsidiaries’ stores, leases, warehouses, distribution centers and other real property (and all fixtures and equipment in each case in connection therewith), (ii) bulk sales or other dispositions of inventory or equipment of a Loan Party or its Subsidiaries, (iii) any other Dispositions permitted by the Approved Budget, and (iv) the termination of Leases, licenses, subleases or sublicenses, in each case, in connection therewith; provided that such Specified Dispositions (other than pursuant to clause (iii) above) are identified in writing by the Borrower Representative to the Administrative Agent and agreed to by the Administrative Agent in its reasonable discretion on or prior to the Effective Date, and as may be updated, supplemented or modified from time to time, as agreed to in writing by the Administrative Agent in its reasonable discretion.

“Specified Indebtedness” means Subordinated Indebtedness and Indebtedness described in Section 6.01(a)(ix) and (a)(x).

“Standard & Poor’s” means Standard & Poor’s Ratings Services, a division of The McGraw Hill Companies, Inc., and any successor to its rating agency business.

“Standby LC Exposure” means, at any time, the sum of (a) the aggregate undrawn amount of all outstanding Standby Letters of Credit at such time plus (b) the aggregate amount of all LC Disbursements relating to Standby Letters of Credit that have not yet been reimbursed by or on behalf of the Borrowers at such time. The Standby LC Exposure of any Lender under any Facility at any time shall be its Applicable Percentage of the total Standby LC Exposure under such Facility at such time.

“Standby Letter of Credit” means all Letters of Credit other than Commercial Letters of Credit.

“Statutory Reserve Rate” means a fraction (expressed as a decimal), the numerator of which is the number one and the denominator of which is the number one minus the aggregate of the maximum reserve percentages (including any marginal, special, emergency or supplemental reserves), expressed as a decimal, established by the Board of Governors to which the Administrative Agent is subject for eurocurrency funding (currently referred to as “Eurocurrency Liabilities” in Regulation D of the Board of Governors). Such reserve percentages shall include those imposed pursuant to such Regulation D. Eurodollar Loans shall be deemed to constitute eurocurrency funding and to be subject to such reserve requirements without benefit of or credit for proration, exemptions or offsets that may be available from time to time to any Lender under such Regulation D or any comparable regulation. The Statutory Reserve Rate shall be adjusted automatically on and as of the effective date of any change in any reserve percentage.

“Sterling” means the lawful currency of the United Kingdom.

“Subordinated Indebtedness” of a Person means any Indebtedness of such Person the payment of which is subordinated to payment of the Secured Obligations.

“subsidiary” means, with respect to any Person (the “parent”) at any date, (a) any Person the accounts of which would be consolidated with those of the parent in the parent’s consolidated financial statements if such financial statements were prepared in accordance with GAAP as of such date and (b) any other Person (i) of which Equity Interests representing more than 50% of the equity value or more than 50% of the ordinary voting power or, in the case of a partnership, more than 50% of the general partnership interests are, as of such date, owned, controlled or held, or (ii) that is, as of such date, otherwise Controlled, by the parent or one or more subsidiaries of the parent or by the parent and one or more subsidiaries of the parent.

“Subsidiary” means any direct or indirect subsidiary of Parent.

“Swap Agreement” means any agreement with respect to any swap, forward, future or derivative transaction or option or similar agreement involving, or settled by reference to, one or more rates, currencies, commodities, equity or debt instruments or securities, or economic, financial or pricing indices or measures of economic, financial or pricing risk or value or any similar transaction or any combination of these transactions and any agreement, contract or transaction that constitutes a “swap” within the meaning of Section 1a(47) of the Commodity Exchange Act; provided that no phantom stock or similar plan providing for payments only on account of services provided by current or former directors, officers, employees or consultants of Parent or any Subsidiary shall be a Swap Agreement.

“Swap Obligations” of a Person means any and all obligations of such Person, whether absolute or contingent and howsoever and whensoever created, arising, evidenced or acquired (including all renewals, extensions and modifications thereof and substitutions therefor), under (a) any and all Swap Agreements, and (b) any and all cancellations, buy backs, reversals, terminations or assignments of any Swap Agreement transaction.

“Swingline Exposure” means, at any time, the Canadian Swingline Exposure and/or the U.S. Swingline Exposure, as the context requires.

“Swingline Lender” means the Canadian Swingline Lender and/or the U.S. Swingline Lender, as the context requires.

“Swingline Loan” means a Canadian Swingline Loan and/or a U.S. Swingline Loan, as the context requires.

“Synthetic Lease” means, as to any Person, any lease (including leases that may be terminated by the lessee at any time) of any property (whether real, personal or mixed) (a) that is accounted for as an operating lease under GAAP and (b) in respect of which the lessee retains or obtains ownership of the property so leased for US federal income tax purposes, other than any such lease under which such Person is the lessor.

“Synthetic Lease Obligations” means, as to any Person, an amount equal to the sum, without duplication, of (a) the obligations of such person to pay rent or other amounts under any Synthetic Lease which are attributable to principal and (b) the amount of any purchase price payment under any Synthetic Lease assuming the lessee exercises the option to purchase the leased property at the end of the lease term. For purposes of Section 6.02, a Synthetic Lease Obligation shall be deemed to be secured by a Lien on the property being leased and such property shall be deemed to be owned by the lessee.

“Taxes” means all present or future taxes, levies, imposts, duties, deductions, withholdings (including backup withholding), assessments, fees or other charges imposed by any Governmental Authority, including any interest, additions to tax or penalties applicable thereto.

“Term Agent” means Wilmington Savings Fund Society, FSB as successor in interest to JPMorgan Chase Bank, N.A., as administrative agent under the Credit Agreement.

“Term Credit Agreement” means the Term Credit Agreement dated as of June 18, 2014, among Parent, the Term Loan Lenders and the Term Agent, as the same is in effect on the Petition Date.

“Term Loan Documents” means the “Loan Documents” under the Term Credit Agreement.

“Term Loan Lenders” means the lenders under the Term Credit Agreement.

“Term Priority Collateral” has the meaning set forth in the Intercreditor Agreement.

“Total Assets” means, at any date of determination, the consolidated total assets of Parent as of the last day of the most recent fiscal quarter of Parent for which financial statements have been delivered pursuant to Sections 4.01(h), 5.01(a) or 5.01(b).

“Transactions” means the (a) execution, delivery and performance by the Loan Parties of this Agreement, the borrowing of the Loans, the use of the proceeds thereof and the issuance of Letters of Credit hereunder, (b) the creation and perfection of the Liens provided for in the Collateral Documents, (c) the documentation and delivery of certain documents and instruments with respect to the Term Loan Documents in connection with the foregoing and (d) the payment of all fees, commissions, costs and expenses in connection with the foregoing.

“Treaty on the European Union” means the Treaty of Rome of March 25, 1957, as amended by the Single European Act 1986 and the Maastricht Treaty (signed February 7, 1992), as amended from time to time.

“Type,” when used in reference to any Loan or Borrowing, refers to whether the rate of interest on such Loan, or on the Loans comprising such Borrowing, is determined by reference to the Adjusted LIBO Rate or the Alternate Base Rate.

“UCC” means the Uniform Commercial Code as in effect from time to time in the State of New York or any other state the laws of which are required to be applied in connection with the perfection of the Liens created by the Collateral Documents.

“UK Bail-In Legislation” means (to the extent that the United Kingdom is not an EEA Member Country which has implemented, or implements, Article 55 BRRD) Part I of the United Kingdom Banking Act 2009 and any other law or regulation applicable in the United Kingdom relating to the resolution of unsound or failing banks, investment firms or other financial institutions or their affiliates (otherwise than through liquidation, administration or other insolvency proceedings).

“United States” or “U.S.” means the United States of America.

“Unliquidated Obligations” means, at any time, any Secured Obligations (or portion thereof) that are contingent in nature or unliquidated at such time, including any Secured Obligation that is: (a) an obligation to reimburse a bank for drawings not yet made under a letter of credit issued by it; (b) any other

obligation (including any guarantee) that is contingent in nature at such time; or (c) an obligation to provide collateral to secure any of the foregoing types of obligations.

“U.S. Borrower Canadian Facility Outstandings” means, at any time, the aggregate Canadian Revolving Exposure at such time minus, to the extent included in the Canadian Revolving Exposure, the Canadian Borrower Outstandings at such time.

“U.S. Borrowers” means, individually and collectively as the context may require, Parent and each U.S. Subsidiary Borrower.

“U.S. Borrowing Base” means, at any time (without duplication), the sum of:

(a) the lesser of (x) the product of (i) 90% *multiplied by* (ii) the Net Orderly Liquidation Value of Eligible Inventory of the U.S. Borrowers at such time and (y) the net book value of Eligible Inventory of the U.S. Borrowers; provided that in no event shall the amount included pursuant to this clause (a) attributable to uncut fabric bolsters exceed \$10,000,000 at any time, *plus*

(b) the lesser of (i) the product of (A) 85% *multiplied by* (B) the Net Orderly Liquidation Value of Eligible Rental Inventory of the U.S. Borrowers and (ii) the net book value of Eligible Rental Inventory of the U.S. Borrowers; provided that in no event shall the amount included pursuant to this clause (b) exceed 20% of the U.S. Borrowing Base, *plus*

(c) the product of (i) 85% *multiplied by* (ii) the Eligible Accounts of the U.S. Borrowers at such time, *plus*

(d) the product of (i) 90% *multiplied by* (ii) the Eligible Credit Card Accounts Receivable of the U.S. Borrowers at such time, *minus*

(e) without duplication, Reserves established by the Administrative Agent in its Permitted Discretion.

Subject to the other provisions hereof expressly permitting the Administrative Agent to adjust the U.S. Borrowing Base, the U.S. Borrowing Base at any time shall be determined by reference to the most recent Borrowing Base Certificate delivered to the Administrative Agent on or most recently prior to such day pursuant to Section 5.01(h) (or, prior to the first such delivery following the Effective Date, the Borrowing Base Certificate delivered to the Administrative Agent pursuant to Section 4.01(e)); provided, that if any Borrowing Base Certificate delivered under Section 4.01(e) or 5.01(h) shall prove to have been materially inaccurate (regardless of whether any Commitments are in effect or any amounts are outstanding hereunder when such inaccuracy is discovered), and such inaccuracy shall have resulted in the payment of any interest or fees at rates lower than those that were in fact applicable for any period (based on the actual U.S. Borrowing Base), the applicable Borrowers shall pay to the Administrative Agent, for distribution to the Lenders (or former Lenders) as their interests may appear, the accrued interest or fees that should have been paid but were not paid as a result of such inaccuracy.

Any changes after the Effective Date in how the Borrowers value their Inventory in accordance with their historical practices prior to the Effective Date shall be subject to the reasonable approval of the Administrative Agent.

“U.S. Collateral” means any and all property owned, leased or operated by a Person covered by the Collateral Documents and any and all other property of any U.S. Borrower, now existing or hereafter

acquired, that may at any time be or become subject to a security interest or Lien in favor of the Administrative Agent to secure the Secured Obligations.

“U.S. Commitment” means, with respect to each U.S. Revolving Lender, the commitment, if any, of such U.S. Revolving Lender to make U.S. Revolving Loans and to acquire participations in U.S. Letters of Credit and U.S. Swingline Loans hereunder, expressed as an amount representing the maximum possible aggregate amount of such U.S. Revolving Lender’s U.S. Revolving Exposure hereunder, as such commitment may be reduced or increased from time to time pursuant to (a) Section 2.09 and (b) assignments by or to such U.S. Revolving Lender pursuant to Section 9.04. The amount of each U.S. Revolving Lender’s U.S. Commitment is set forth on Schedule 2.01, or in the Assignment and Assumption pursuant to which such U.S. Revolving Lender shall have assumed its U.S. Commitment, as applicable. As of the Effective Date, the aggregate amount of the U.S. Commitments is \$450,000,000.

“U.S. Court” has the meaning provided in the recitals.

“U.S. Credit Exposure” means, as to any U.S. Revolving Lender at any time, the sum of (a) such Lender’s U.S. Revolving Exposure *plus* (b) such Lender’s Applicable Percentage of the aggregate amount of U.S. Overadvances and U.S. Protective Advances outstanding.

“U.S. Facility” means, collectively, the U.S. Commitments and the extensions of credit made thereunder.

“U.S. Issuing Banks” means, individually and collectively as the context may require, in the case of each U.S. Letter of Credit, JPMorgan Chase Bank, N.A. and any other Lender proposed by the Borrower Representative that has agreed to act as a U.S. Issuing Bank and is reasonably acceptable to the Administrative Agent, each in its capacity as an issuer of U.S. Letters of Credit hereunder, and its successors and assigns in such capacity as provided in Section 2.06(j). Each U.S. Issuing Bank may, in its sole discretion, arrange for one or more U.S. Letters of Credit to be issued by Affiliates of such U.S. Issuing Bank, in which case the term “U.S. Issuing Bank” shall include any such Affiliate with respect to U.S. Letters of Credit issued by such Affiliate. Additionally, each Person that has issued any Existing Letter of Credit shall be deemed to be an Issuing Bank for purposes of such Existing Letter of Credit but shall be under no obligation to issue any additional Letters of Credit unless otherwise specified herein.

“U.S. LC Collateral Account” has the meaning set forth in Section 2.06(j).

“U.S. LC Exposure” means, at any time, the sum of the Commercial LC Exposure and the Standby LC Exposure under the U.S. Facility. The U.S. LC Exposure of any U.S. Revolving Lender at any time shall be its Applicable Percentage of the total U.S. LC Exposure at such time.

“U.S. Lender” means a Lender that is a U.S. Person.

“U.S. Letter of Credit” means any Letter of Credit or similar instrument (including a bank guarantee) acceptable to the applicable Issuing Bank issued for the purpose of providing credit support for the U.S. Borrowers.

“U.S. Obligations” means, with respect to the U.S. Borrowers, all unpaid principal of and accrued and unpaid interest on the Loans to the U.S. Borrowers, all LC Exposure in respect of Letters of Credit issued for the account of the U.S. Borrowers, all accrued and unpaid fees and all expenses, reimbursements (including pursuant to Section 2.06(a)), indemnities and other obligations of the U.S. Borrowers to the Lenders or to any Lender, the Administrative Agent, any Issuing Bank or any indemnified party arising under the Loan Documents (including interest, costs, fees and other amounts accruing during the pendency

of any proceeding under any Insolvency Laws, regardless of whether allowed or allowable in such proceeding).

“U.S. Overadvance” has the meaning set forth in Section 2.05(b).

“U.S. Overadvance Exposure” means, at any time, the sum of the aggregate principal amount of all outstanding U.S. Overadvances at such time. The U.S. Overadvance Exposure of any Lender at any time shall be its Applicable Percentage of the total U.S. Overadvance Exposure at such time.

“U.S. Person” means a “United States person” within the meaning of Section 7701(a)(30) of the Code.

“U.S. Protective Advance Exposure” means, at any time, the sum of the aggregate principal amount of all outstanding U.S. Protective Advances at such time. The U.S. Protective Advance Exposure of any Lender at any time shall be its Applicable Percentage of the total U.S. Protective Advance Exposure at such time.

“U.S. Protective Advance” has the meaning set forth in Section 2.04(a).

“U.S. Revolving Exposure” means, with respect to any U.S. Revolving Lender at any time, the sum of (a) the outstanding principal amount of U.S. Revolving Loans of such U.S. Revolving Lender at such time, *plus* (b) an amount equal to such U.S. Revolving Lender’s U.S. Swingline Exposure at such time, *plus* (c) an amount equal to such U.S. Revolving Lender’s U.S. LC Exposure at such time.

“U.S. Revolving Lenders” means the Persons listed on the Schedule 2.01 as having a U.S. Commitment and any other Person that shall acquire a U.S. Commitment pursuant to an Assignment and Assumption, other than any such Person that ceases to be such a Person hereto pursuant to an Assignment and Assumption.

“U.S. Revolving Loan” means a Revolving Loan made to the U.S. Borrowers by the U.S. Revolving Lenders.

“U.S. Security Agreement” means that certain Pledge and Security Agreement, dated as of the Effective Date, between the U.S. Borrowers and the Administrative Agent, and, as the context requires, any other pledge or security agreement entered into, after the Effective Date by any other U.S. Borrower (as required by this Agreement or any other Loan Document), or any other Person, as the same may be amended, restated or otherwise modified from time to time.

“U.S. Subsidiary Borrowers” means, collectively (i) each Domestic Subsidiary of Parent that is a party to this Agreement on the Effective Date and (ii) each Domestic Subsidiary of Parent that becomes a party to this Agreement following the Effective Date, in each case, until such time as such Domestic Subsidiary is released from its obligations under the Loan Documents in accordance with this Agreement.

“U.S. Swingline Exposure” means, at any time, the sum of the aggregate principal amount of all outstanding U.S. Swingline Loans at such time. The U.S. Swingline Exposure of any U.S. Revolving Lender at any time shall be its Applicable Percentage of the total U.S. Swingline Exposure at such time.

“U.S. Swingline Lender” means JPMorgan Chase Bank, N.A., in its capacity as lender of U.S. Swingline Loans hereunder, and its successors and assigns in such capacity.

“U.S. Swingline Loan” has the meaning set forth in Section 2.05(a).

“U.S. Tax Compliance Certificate” has the meaning set forth in Section 2.17(e).

“U.S. Trustee” means the United States Trustee applicable in the Cases.

“Variance Report” shall have the meaning assigned to such term in Section 5.01(m).

“Variance Report Date” shall have the meaning assigned to such term in Section 5.01(m).

“Variance Testing Period” shall mean the four-fiscal week calendar period up to and through the Saturday of the fiscal week most recently ended prior to the applicable Variance Report Date (provided that, the first Variance Testing Period shall include the entire period from the Petition Date through the Saturday of the fiscal week most recently ended prior to the applicable Variance Testing Period).

“Vendor Rebates” means credits earned from vendors for volume purchases that reduce net inventory costs for the Loan Parties.

“wholly-owned,” when used in reference to a subsidiary of any Person, means that all the Equity Interests in such subsidiary (other than directors’ qualifying shares and other nominal amounts of Equity Interests that are required to be held by other Persons under applicable law) are owned, beneficially and of record, by such Person, another wholly-owned subsidiary of such Person or any combination thereof.

“Withdrawal Liability” means liability to a Multiemployer Plan as a result of a complete or partial withdrawal from such Multiemployer Plan, as such terms are defined in Part I of Subtitle E of Title IV of ERISA.

“Write-Down and Conversion Powers” means:

(a) in relation to any Bail-In Legislation described in the EU Bail-In Legislation Schedule from time to time, the powers described as such in relation to that Bail-In Legislation in the EU Bail-In Legislation Schedule; and

(b) in relation to any UK Bail-In Legislation:

(i) any powers under that UK Bail-In Legislation to cancel, transfer or dilute shares issued by a person that is a bank or investment firm or other financial institution or affiliate of a bank, investment firm or other financial institution, to cancel, reduce, modify or change the form of a liability of such a person or any contract or instrument under which that liability arises, to convert all or part of that liability into shares, securities or obligations of that person or any other person, to provide that any such contract or instrument is to have effect as if a right had been exercised under it or to suspend any obligation in respect of that liability or any of the powers under that UK Bail-In Legislation that are related to or ancillary to any of those powers; and

(ii) any similar or analogous powers under that UK Bail-In Legislation.

SECTION 1.02 Classification of Loans and Borrowings. For purposes of this Agreement, Loans and Borrowings may be classified and referred to by Type (e.g., a “Eurodollar Loan” or a “Eurodollar Borrowing”) or by Facility and Type (e.g., a “Eurodollar U.S. Revolving Loan”).

SECTION 1.03 Terms Generally. The definitions of terms herein shall apply equally to the singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms. The words “include,” “includes” and

“including” shall be deemed to be followed by the phrase “without limitation.” The word “will” shall be construed to have the same meaning and effect as the word “shall.” The words “asset” and “property” shall be construed to have the same meaning and effect and to refer to any and all real and personal, tangible and intangible assets and properties, including cash, securities, accounts and contract rights. The word “law” shall be construed as referring to all statutes, rules, regulations, codes and other laws (including official rulings and interpretations thereunder having the force of law or with which affected Persons customarily comply), and all judgments, orders, writs and decrees, of all Governmental Authorities. Except as otherwise provided herein and unless the context requires otherwise, (a) any definition of or reference to any agreement, instrument or other document (including this Agreement and the other Loan Documents) shall be construed as referring to such agreement, instrument or other document as from time to time amended, supplemented or otherwise modified (subject to any restrictions on such amendments, supplements or modifications set forth herein), (b) any definition of or reference to any statute, rule or regulation shall be construed as referring thereto as from time to time amended, supplemented or otherwise modified (including by succession of comparable successor laws), and all references to any statute shall be construed as referring to all rules, regulations, rulings and official interpretations promulgated or issued thereunder, (c) any reference herein to any Person shall be construed to include such Person’s successors and permitted assigns (subject to any restrictions on assignment set forth herein) and, in the case of any Governmental Authority, any other Governmental Authority that shall have succeeded to any or all functions thereof, (d) the words “herein,” “hereof” and “hereunder,” and words of similar import, shall be construed to refer to this Agreement in its entirety and not to any particular provision hereof and (e) all references herein to Articles, Sections, Exhibits and Schedules shall be construed to refer to Articles and Sections of, and Exhibits and Schedules to, this Agreement.

SECTION 1.04 Accounting Terms; GAAP. Except as otherwise expressly provided herein, all terms of an accounting or financial nature used herein shall be construed in accordance with GAAP, as in effect from time to time; provided that (a) if the Borrower Representative notifies the Administrative Agent that the Borrowers request an amendment to any provision hereof to eliminate the effect of any change occurring after the Effective Date in GAAP or in the application thereof on the operation of such provision (or if the Administrative Agent notifies the Borrower Representative that the Required Lenders request an amendment to any provision hereof for such purpose), regardless of whether any such notice is given before or after such change in GAAP or in the application thereof, then such provision shall be interpreted on the basis of GAAP as in effect and applied immediately before such change shall have become effective until such notice shall have been withdrawn or such provision amended in accordance herewith; provided that the Borrower Representative, on the one hand, and the Administrative Agent and Lenders, on the other hand, agree to negotiate in good faith with respect to any proposed amendment to eliminate or adjust for the effect of any such change in GAAP at no cost to the Loan Parties other than the reimbursement of the Administrative Agent’s costs and expenses; and (b) notwithstanding any other provision contained herein, all terms of an accounting or financial nature used herein shall be construed, and all computations of amounts and ratios referred to herein shall be made, without giving effect to (i) any election under Statement of Financial Accounting Standards 159, The Fair Value Option for Financial Assets and Financial Liabilities, or any successor thereto (including pursuant to the Accounting Standards Codification), to value any Indebtedness of Parent or any Subsidiary at “fair value,” as defined therein, and (ii) any change in GAAP occurring after December 31, 2018 as a result of the adoption of any proposals set forth in the Proposed Accounting Standards Update, Leases (Topic 840), issued by the Financial Accounting Standards Board on August 17, 2010, or any other proposals issued by the Financial Accounting Standards Board in connection therewith, in each case if such change would require treating any lease (or similar arrangement conveying the right to use) as a capital lease where such lease (or similar arrangement) was not required to be so treated under GAAP as in effect on December 31, 2018.

SECTION 1.05 Currency Matters.

(a) Without limiting the other terms of this Agreement, the calculations and determinations under this Agreement of any amount in any currency other than Dollars shall be deemed to refer to the Dollar Equivalent thereof, as the case may be, and all certificates delivered under this Agreement shall express such calculations or determinations in Dollars or the Dollar Equivalent thereof, as the case may be. The permissibility of actions taken under Article VI on any date based on the requisite currency translation calculated as of such date shall not be affected by subsequent fluctuations in exchange rates.

(b) Unless otherwise prohibited by law, if more than one currency or currency unit are at the same time recognized by the central bank of any country as the lawful currency of that country, then:

(i) any reference in the Loan Documents to, and any obligations arising under the Loan Documents in, the currency of that country shall be translated into, or paid in, the currency or currency unit of that country designated by the Administrative Agent; and

(ii) any translation from one currency or currency unit to another shall be at the official rate of exchange recognized by the central bank for the conversion of that currency or currency unit into the other, rounded up or down by the Administrative Agent.

(c) If a change in any currency of a country occurs, this Agreement will, to the extent the Administrative Agent reasonably determines necessary, be amended to comply with any generally accepted conventions and market practice in the relevant interbank market and otherwise to reflect the change in currency.

SECTION 1.06 Classification of Actions. For purposes of determining compliance at any time with the covenants set forth in Article VI (or, in each case, any defined terms used therein), in the event that the subject transaction meets the criteria of more than one of the categories of transactions permitted pursuant to the Sections (or related defined terms) in Article VI, the Borrowers may, in its sole discretion, classify the applicable transaction (or any portion thereof) under such Section (or defined term); it being understood that (i) the Borrowers may divide and include such transaction under one or more of the clause of such Section (or any relevant portion thereof or of the applicable related defined term) that permit such transaction and (ii) notwithstanding anything in this Section 1.04 to the contrary for purposes of this Agreement, (x) Indebtedness incurred under the Term Credit Agreement shall only be permitted to be incurred or be outstanding under Section 6.01(a)(x) and (y) Indebtedness uncured under the Loan Documents or the Prepetition Loan Documents shall only be permitted to be incurred or be outstanding under Section 6.01(a)(i).

SECTION 1.07 Divisions. For all purposes under the Loan Documents, in connection with any division or plan of division under Delaware law (or any comparable event under a different jurisdiction's laws): (a) if any asset, right, obligation or liability of any Person becomes the asset, right, obligation or liability of a different Person, then it shall be deemed to have been transferred from the original Person to the subsequent Person, and (b) if any new Person comes into existence, such new Person shall be deemed to have been organized on the first date of its existence by the holders of its Equity Interests at such time.

ARTICLE II

The Credits

SECTION 2.01 Commitments; Full-Roll of Prepetition Obligations. Subject to the terms and conditions set forth herein, each U.S. Revolving Lender severally agrees to make U.S. Revolving Loans to the U.S. Borrowers from time to time during the Availability Period and each Canadian Revolving Lender

severally agrees to make Canadian Revolving Loans to the Canadian Borrower or the U.S. Borrowers from time to time during the Availability Period in an aggregate principal amount that will not result in:

- (i) the sum of the U.S. Revolving Exposure and Prepetition U.S. Revolving Exposure of any U.S. Revolving Lender exceeding such U.S. Revolving Lender's U.S. Commitment;
- (ii) the sum of the Canadian Revolving Exposure and Prepetition Canadian Revolving Exposure of any Canadian Revolving Lender exceeding such Canadian Revolving Lender's Canadian Commitment;
- (iii) the sum of (w) the aggregate U.S. Revolving Exposure plus (x) the U.S. Borrower Canadian Facility Outstandings plus (y) the aggregate Prepetition U.S. Revolving Exposure plus (z) the Prepetition U.S. Borrower Canadian Facility Outstandings, collectively, exceeding the Borrowing Base; or
- (iv) the sum of the aggregate Revolving Exposure and the Prepetition Aggregate Revolving Exposure exceeding the Aggregate Borrowing Base;

subject to the Administrative Agent's and Canadian Administrative Agent's authority, in their sole discretion, to make Protective Advances pursuant to the terms of Section 2.04. The limitations on Borrowings referred to in clauses (i) through (iv) are referred to collectively as the "Revolving Exposure Limitations." Within the foregoing limits and subject to the terms and conditions set forth herein, the Borrowers may borrow, prepay and reborrow Revolving Loans. Notwithstanding anything to the contrary contained herein or in any other Loan Document, (i) on the Effective Date, (x) each Existing Letter of Credit shall constitute a "Letter of Credit" for all purposes of this Agreement and shall be deemed issued under this Agreement on the Effective Date and all LC Exposure (as such term is defined in the Prepetition Credit Agreement) shall constitute "LC Exposure" for all purposes of this Agreement and (y) all Prepetition Lender Obligations constituting "Banking Services Obligations" (as such term is defined in the Prepetition Credit Agreement) shall constitute Secured Obligations under the Loan Documents and (ii) upon the entry of the Interim Order, the total outstanding amount of the Prepetition Lender Obligations shall constitute Secured Obligations hereunder, with (x) the outstanding amount of all Prepetition Revolving Loans and/or Prepetition Swingline Loans, if any, as of the date of the entry of the Interim Order being refinanced as Loans hereunder immediately upon the entry of the Interim Order and (y) all unpaid interest and fees thereon accrued through the entry of the Interim Order to be paid on the next scheduled date for payment of interest and fees under this Agreement.

SECTION 2.02 Loans and Borrowings.

(a) Each Loan (other than a Swingline Loan) shall be made as part of a Borrowing consisting of Loans of the same Facility and Type made by the Lenders ratably in accordance with their respective Revolving Commitments under the applicable Facility. Any Protective Advance, any Swingline Loan and any Overadvance shall be made in accordance with the procedures set forth in Section 2.04 or 2.05, as applicable.

(b) All Borrowings under the U.S. Commitment shall be denominated in Dollars. Borrowings under the Canadian Commitment may be in Dollars or Canadian Dollars. Subject to Section 2.14, (i) each Borrowing that is denominated in Dollars shall be comprised entirely of ABR Loans or Eurodollar Loans as the Borrower Representative may request in accordance herewith and (ii) each Borrowing that is denominated in Canadian Dollars shall be comprised entirely of Canadian Prime Rate Loans or CDOR Rate Loans as the Borrower Representative may request in accordance herewith. Each Swingline Loan or Overadvance shall be an ABR Loan or Canadian Prime Rate Loan, as applicable. Each Lender at its option

may make any Eurodollar Loan by causing any domestic or foreign branch or Affiliate of such Lender to make such Loan; provided that any exercise of such option shall not affect the obligation of the Borrowers to repay such Loan in accordance with the terms of this Agreement.

(c) At the commencement of each Interest Period for any Eurodollar Borrowing, such Borrowing shall be in an aggregate amount that is an integral multiple of \$1,000,000 and not less than \$5,000,000; provided that a Eurodollar Borrowing that results from a continuation of an outstanding Eurodollar Borrowing may be in an aggregate amount that is equal to such outstanding Borrowing. At the commencement of each Interest Period for any CDOR Rate Borrowing, such Borrowing shall be in an aggregate principal amount that is an integral multiple of Cdn\$1,000,000 and not less than Cdn\$5,000,000; provided that a CDOR Borrowing that results from a continuation of an outstanding CDOR Borrowing may be in an aggregate amount that is equal to such outstanding Borrowing. Borrowings of more than one Type may be outstanding at the same time; provided that there shall not at any time be more than a total of 10 Eurodollar Borrowings and/or CDOR Rate Borrowings outstanding.

(d) Notwithstanding any other provision of this Agreement, the Borrower Representative shall not be entitled to request, or to elect to convert to or continue, any Eurodollar Borrowing or CDOR Borrowing if the Interest Period requested with respect thereto would end after the Maturity Date.

SECTION 2.03 Requests for Revolving Borrowings. To request a Borrowing of Revolving Loans, the Borrower Representative shall notify the Administrative Agent (in the case of a requested Borrowing under the U.S. Facility) or the Canadian Administrative Agent with a copy to the Administrative Agent (in the case of a requested Borrowing under the Canadian Facility), of such request either in writing (delivered by hand or electronic transmission) in a form approved by the Applicable Administrative Agent and signed by the Borrower Representative or by telephone (i) with respect to U.S. Revolving Loans, not later than (a) in the case of a Eurodollar Borrowing, 11:00 a.m., New York City time, three (3) Business Days before the date of the proposed Borrowing or (b) in the case of an ABR Borrowing, 12:00 p.m., New York City time, on the date of the proposed Borrowing and (ii) with respect to Canadian Revolving Loans, not later than (a) in the case of CDOR Rate Borrowings or Eurodollar Borrowings, 11:00 a.m., Toronto time, three (3) Business Days prior to the date of the proposed Borrowing and (b) in the case of Canadian Prime Rate Borrowings or ABR Borrowings, 11:00 a.m., Toronto time, one (1) Business Day before the date of the proposed Borrowing. Each such telephonic Borrowing Request shall be irrevocable and shall be confirmed promptly by hand delivery or electronic transmission to the Administrative Agent (if a U.S. Revolving Loan) or the Canadian Administrative Agent with a copy to the Administrative Agent (if a Canadian Revolving Loan), of a written Borrowing Request in a form approved by the Applicable Administrative Agent and signed by the Borrower Representative. Each such telephonic and written Borrowing Request shall specify the following information in compliance with Section 2.01:

- (i) whether such Loans are being made to the U.S. Borrowers or the Canadian Borrower;
- (ii) the aggregate amount of the requested Borrowing and the manner in which the proceeds of such Borrowing are to be disbursed (which shall be consistent with Section 2.07);
- (iii) the date of such Borrowing, which shall be a Business Day;
- (iv) whether such Borrowing is to be a Borrowing under the U.S. Facility or the Canadian Facility;
- (v) the currency of the requested Borrowing;

(vi) whether such Borrowing is to be an ABR Borrowing, a Eurodollar Borrowing, a Canadian Prime Rate Borrowing or a CDOR Rate Borrowing; and

(vii) in the case of a Eurodollar Borrowing or CDOR Rate Borrowing, the initial Interest Period to be applicable thereto, which shall be a period contemplated by the definition of the term “Interest Period.”

If no election as to the Type of Borrowing is specified, then (A) a Borrowing of U.S. Revolving Loans or Canadian Revolving Loans requested in Dollars shall be an ABR Borrowing and (B) a Borrowing of Canadian Revolving Loans requested in Canadian Dollars shall be a Canadian Prime Rate Borrowing. If no Interest Period is specified with respect to any requested Eurodollar Borrowing or CDOR Rate Borrowing, then the applicable Borrower(s) shall be deemed to have selected an Interest Period of one month’s or 30 days’, as applicable, duration. Promptly following receipt of a Borrowing Request in accordance with this Section, the Applicable Administrative Agent shall advise each Lender of the details thereof and of the amount of such Lender’s Revolving Loan to be made as part of the requested Borrowing.

SECTION 2.04 Protective Advances.

(a) Subject to the limitations set forth below, the Applicable Administrative Agent is authorized by the Borrowers and the Lenders, from time to time in the Applicable Administrative Agent’s sole discretion (but shall have absolutely no obligation), to make (i) in the case of the Administrative Agent, Loans to the U.S. Borrowers in Dollars on behalf of the U.S. Revolving Lenders (each such Loan, a “U.S. Protective Advance”) or (ii) in the case of the Canadian Administrative Agent, Loans to the Canadian Borrower or the U.S. Borrowers in Canadian Dollars or Dollars on behalf of the Canadian Revolving Lenders (each such Loan, a “Canadian Protective Advance”) which the Applicable Administrative Agent, in its Permitted Discretion, deems necessary or appropriate (A) to preserve or protect the Collateral, or any portion thereof, (B) to enhance the likelihood of, or maximize the amount of, repayment of the Loans and other Obligations, or (C) to pay any other amount chargeable to or required to be paid by the applicable Borrower(s) pursuant to the terms of this Agreement, including payments of reimbursable expenses (including costs, fees, and expenses as described in Section 9.03) and other sums payable under the Loan Documents; provided that (i) the aggregate principal amount of outstanding U.S. Protective Advances shall not, at any time, exceed (x) 5% of the total U.S. Commitment then in effect or (y) when aggregated with the aggregate outstanding principal amount of U.S. Overadvances, 7.5% of the total U.S. Commitment then in effect; provided further that no U.S. Protective Advance shall be made if after giving effect thereto, the sum of any Lender’s U.S. Credit Exposure and Prepetition U.S. Credit Exposure shall exceed such Lender’s U.S. Commitment and (ii) the aggregate Dollar Equivalent of outstanding Canadian Protective Advances shall not, at any time, exceed (x) 5% of the total Canadian Commitment then in effect or (y) when aggregated with the aggregate outstanding principal amount of Canadian Overadvances, 7.5% of the total Canadian Commitment then in effect; provided further that no Canadian Protective Advance shall be made if after giving effect thereto, the sum of any Lender’s Canadian Credit Exposure and Prepetition Canadian Credit Exposure shall exceed such Lender’s Canadian Commitment. Protective Advances may be made even if the conditions precedent set forth in Section 4.02 have not been satisfied. All Protective Advances shall be ABR Borrowings (in the case of Dollar denominated amounts) or Canadian Prime Rate Borrowings (in the case of Canadian Dollar denominated amounts). The Applicable Administrative Agent’s authorization to make Protective Advances may be revoked at any time by the Required Lenders. Any such revocation must be in writing and shall become effective prospectively upon the Applicable Administrative Agent’s receipt thereof. At any time that the making of such U.S. Revolving Loan would not violate the Revolving Exposure Limitations and the conditions precedent set forth in Section 4.02 have been satisfied, the Administrative Agent may request the U.S. Revolving Lenders to make a U.S. Revolving Loan in Dollars to repay a U.S. Protective Advance. At any other time the Administrative Agent may require the U.S. Revolving Lenders to fund in Dollars their risk participations described in Section 2.04(b). At any

time the making of such Canadian Revolving Loan would not violate the Revolving Exposure Limitations and the conditions precedent set forth in Section 4.02 have been satisfied, the Canadian Administrative Agent may request the Canadian Revolving Lenders to make a Canadian Revolving Loan to the applicable Borrower(s) in the currency in which any Canadian Protective Advance is denominated to repay such Canadian Protective Advance. At any other time the Canadian Administrative Agent may require the Canadian Revolving Lenders to fund their risk participations described in Section 2.04(b) in any Canadian Protective Advance in the currency in which such Canadian Protective Advance is denominated.

(b) The Administrative Agent may by notice given not later than 12:00 p.m., New York City time, on any Business Day require the U.S. Revolving Lenders to acquire participations on such Business Day in all or a portion of any U.S. Protective Advance outstanding. The Canadian Administrative Agent may by notice given not later than 12:00 p.m., Toronto time, on any Business Day require the Canadian Revolving Lenders to acquire participations on such Business Day in all or a portion of any Canadian Protective Advance outstanding. Each such notice shall specify the aggregate principal amount of the Protective Advance in which the Lenders will be required to participate, the currency thereof and each Lender's Applicable Percentage of such Protective Advance. Each Lender hereby absolutely and unconditionally agrees to pay, upon receipt of notice as provided above, to the Administrative Agent such Lender's Applicable Percentage of each such Protective Advance. Each Lender acknowledges and agrees that its obligation to acquire participations in Protective Advances pursuant to this paragraph is absolute and unconditional and shall not be affected by any circumstance whatsoever, including nonsatisfaction of any of the conditions precedent set forth in Section 4.02, the occurrence and continuance of a Default or any reduction or termination of the Revolving Commitments, and that each such payment shall be made without any offset, abatement, withholding or reduction whatsoever. Each Lender shall comply with its obligation under this paragraph by wire transfer of immediately available funds, in the same manner as provided in Section 2.07 with respect to Revolving Loans made by such Lender (and Section 2.07 shall apply, mutatis mutandis, to the payment obligations of the Lenders pursuant to this paragraph). From and after the date, if any, on which any Lender has paid in full for its participation in any Protective Advance purchased hereunder, the Applicable Administrative Agent shall promptly distribute to such Lender its Applicable Percentage of all payments of principal and interest and all proceeds of Collateral received by the Applicable Administrative Agent in respect of such Protective Advance; provided that any such payment or proceeds so distributed shall be repaid to the Applicable Administrative Agent if and to the extent such payment or proceeds is required to be refunded to the applicable Borrower(s) for any reason. The purchase of participations in any Protective Advance pursuant to this paragraph shall not constitute a Loan and shall not relieve the Borrowers of their respective obligations to repay such Protective Advance.

SECTION 2.05 Swingline Loans and Overadvances.

(a) The Administrative Agent, the U.S. Swingline Lender and the U.S. Revolving Lenders agree that in order to facilitate the administration of this Agreement and the other Loan Documents, promptly after the Borrower Representative requests an ABR Revolving Borrowing under the U.S. Facility, the Swingline Lender may, in its discretion, elect to have the terms of this Section 2.05(a) apply to such Borrowing Request by advancing, on behalf of the U.S. Revolving Lenders and in the amount and on the date requested, same day funds to the U.S. Borrowers to the Funding Account(s) (each such Loan made solely by the U.S. Swingline Lender pursuant to this Section 2.05(a) is referred to in this Agreement as a "U.S. Swingline Loan"), with settlement among the U.S. Swingline Lender and the other U.S. Revolving Lenders as to the U.S. Swingline Loans to take place on a periodic basis as set forth in Section 2.05(d). Each U.S. Swingline Loan shall be subject to all the terms and conditions applicable to other ABR Loans funded by the U.S. Revolving Lenders, except that all payments thereon shall be payable to the U.S. Swingline Lender solely for its own account. The Administrative Agent, the Canadian Swingline Lender and the Canadian Revolving Lenders agree that in order to facilitate the administration of this Agreement and the other Loan Documents, promptly after the Borrower Representative requests an ABR Revolving

Borrowing or Canadian Prime Rate Borrowing under the Canadian Facility, the Canadian Swingline Lender may, in its discretion, elect to have the terms of this Section 2.05(a) apply to such Borrowing Request by advancing, on behalf of the Canadian Revolving Lenders and in the amount and on the date requested, same day funds to the Canadian Borrower to the Funding Account(s) (each such Loan made solely by the Canadian Swingline Lender pursuant to this Section 2.05(a) is referred to in this Agreement as a “Canadian Swingline Loan”), with settlement among the Canadian Swingline Lender and the Canadian Revolving Lenders as to the Canadian Swingline Loans to take place on a periodic basis as set forth in Section 2.05(d). Each Canadian Swingline Loan shall be subject to all the terms and conditions applicable to other ABR Loans or Canadian Prime Rate Loans funded by the Canadian Revolving Lenders, except that all payments thereon shall be payable to the Canadian Swingline Lender solely for its own account. The aggregate Dollar Equivalent of U.S. Swingline Loans outstanding at any time shall not exceed 10% of the aggregate U.S. Commitment in effect at such time. The aggregate Dollar Equivalent of Canadian Swingline Loans outstanding at any time shall not exceed 10% of the aggregate Canadian Commitment in effect at such time. No Swingline Lender shall make any Swingline Loan if the requested Swingline Loan would not comply with the Revolving Exposure Limitations. All Swingline Loans denominated in dollars shall be ABR Borrowings and all Canadian Swingline Loans denominated in Canadian Dollars shall be Canadian Prime Rate Loans.

(b) Any provision of this Agreement to the contrary notwithstanding, at the request of the Borrower Representative, the Administrative Agent may in its sole discretion (but shall have absolutely no obligation) make (i) in the case of the Administrative Agent, Loans to the U.S. Borrowers in Dollars on behalf of the U.S. Revolving Lenders (each such Loan, a “U.S. Overadvance”) or (ii) in the case of the Canadian Administrative Agent, Loans to the Canadian Borrower or the U.S. Borrowers in Canadian Dollars or Dollars on behalf of the Canadian Revolving Lenders (each such Loan, a “Canadian Overadvance”); provided that (1) the aggregate amount of outstanding U.S. Overadvances shall not, at any time, exceed (x) 5% of the total U.S. Commitment then in effect or (y) when aggregated with the aggregate outstanding amount of U.S. Protective Advances then outstanding, 7.5% of the total U.S. Commitment then in effect; provided further that no U.S. Overadvance shall be made if after giving effect thereto, the sum of any Lender’s U.S. Credit Exposure and Prepetition U.S. Credit Exposure shall exceed such Lender’s U.S. Commitment; and (2) the aggregate Dollar Equivalent of outstanding Canadian Overadvances shall not, at any time, exceed (x) 5% of the total Canadian Commitment then in effect or (y) when aggregated with the aggregate Dollar Equivalent of Canadian Protective Advances shall not at any time exceed 7.5% of the Canadian Commitment then in effect; provided further that no Canadian Overadvance shall be made if after giving effect thereto, the sum of any Lender’s Canadian Credit Exposure and Prepetition Canadian Credit Exposure shall exceed such Lender’s Canadian Commitment. Overadvances may be made even if the conditions precedent set forth in Section 4.02 have not been satisfied. All Overadvances denominated in dollars shall be ABR Borrowings and all Canadian Overadvances denominated in Canadian Dollars shall be Canadian Prime Rate Loans. The applicable Borrowers shall be required to repay each Overadvance no later than the 30th day after the date of the making thereof. The Applicable Administrative Agent’s authorization to make Overadvances may be revoked at any time by the Required Lenders. Any such revocation must be in writing and shall become effective prospectively upon the Administrative Agent’s receipt thereof.

(c) The U.S. Swingline Lender and the Administrative Agent may by notice given not later than 12:00 p.m., New York City time, on any Business Day require the U.S. Revolving Lenders to acquire participations on such Business Day in all or a portion of any U.S. Swingline Loan or U.S. Overadvance, respectively, outstanding. The Canadian Administrative Agent may by notice given not later than 12:00 p.m. Toronto time, on any Business Day require the Canadian Revolving Lenders to acquire participations on such Business Day in all or a portion of any Canadian Swingline Loan and Canadian Overadvance outstanding. Each such notice shall specify the aggregate principal amount of the Swingline Loan or Overadvance, respectively, in which the Lenders will be required to participate, including the currency

thereof, and each Lender's Applicable Percentage of such Swingline Loan or Overadvance. Each Lender hereby absolutely and unconditionally agrees to pay, upon receipt of notice as provided above, to the Administrative Agent, for the account of the applicable Swingline Lender or the account of the Applicable Administrative Agent, as applicable, such Lender's Applicable Percentage of such Swingline Loan or Overadvance. Each Lender acknowledges and agrees that its obligation to acquire participations in Swingline Loans and Overadvances pursuant to this paragraph is absolute and unconditional and shall not be affected by any circumstance whatsoever, including nonsatisfaction of any of the conditions precedent set forth in Section 4.02, the occurrence and continuance of a Default or any reduction or termination of the Revolving Commitments, and that each such payment shall be made without any offset, abatement, withholding or reduction whatsoever. Each Lender shall comply with its obligation under this paragraph by wire transfer of immediately available funds, in the same manner as provided in Section 2.07 with respect to Revolving Loans made by such Lender (and Section 2.07 shall apply, mutatis mutandis, to the payment obligations of the Lenders pursuant to this paragraph). From and after the date, if any, on which any Lender has paid in full for its participation in any Swingline Loan or Overadvance purchased hereunder, the applicable Swingline Lender or the Applicable Administrative Agent, as applicable, shall promptly distribute to such Lender its Applicable Percentage of all payments of principal and interest and all proceeds of Collateral received by the Swingline Lender or the Applicable Administrative Agent, as applicable, in respect of such Swingline Loan or Overadvance; provided that any such payment or proceeds so distributed shall be repaid to the Swingline Lender or the Applicable Administrative Agent, as applicable, if and to the extent such payment or proceeds is required to be refunded to the applicable Borrowers for any reason. The purchase of participation in any Swingline Loan or Overadvance pursuant to this paragraph shall not constitute a Loan and shall not relieve the applicable Borrowers of their obligation to repay such Swingline Loan or Overadvance.

(d) The Applicable Administrative Agent, on behalf of each Swingline Lender, shall request settlement (a "Settlement") with the Revolving Lenders on at least a weekly basis or on any earlier date that the Administrative Agent elects, by notifying the applicable Revolving Lenders of such requested Settlement by electronic transmission, telephone, or e-mail no later than 1:00 p.m., New York City time, on the date of such requested Settlement (the "Settlement Date"). Each Revolving Lender (other than the applicable Swingline Lender) shall transfer the amount of such Lender's Applicable Percentage of the outstanding principal amount of the applicable Swingline Loan in the currency in which such Swingline Loan is denominated with respect to which Settlement is requested to the Applicable Administrative Agent, to such account of the Applicable Administrative Agent as the Administrative Agent may designate, not later than 3:00 p.m., New York City time, on such Settlement Date. Settlements may occur during the existence of a Default and whether or not the applicable conditions precedent set forth in Section 4.02 have then been satisfied. Such amounts transferred to the Administrative Agent shall be applied against the amounts of the Swingline Lender's Swingline Loans and, together with Swingline Lender's Applicable Percentage of such Swingline Loan, shall constitute Revolving Loans of such Lenders, respectively. If any such amount is not transferred to the Administrative Agent by any Revolving Lender on such Settlement Date, the Swingline Lender shall be entitled to recover such amount on demand from such Lender together with interest thereon as specified in Section 2.07.

SECTION 2.06 Letters of Credit.

(a) General. Subject to the terms and conditions set forth herein, the Borrower Representative may request the issuance of Letters of Credit denominated in Dollars or an LC Alternative Currency (in the case of U.S. Letters of Credit) for the account of the U.S. Borrowers or Letters of Credit denominated in Dollars, Canadian Dollars or an LC Alternative Currency (in the case of any Canadian Letter of Credit) for the account of the U.S. Borrowers or the Canadian Borrower, in a form reasonably acceptable to the Applicable Administrative Agent and the applicable Issuing Bank, at any time and from time to time during the Availability Period. In the event of any inconsistency between the terms and conditions of this

Agreement and the terms and conditions of any form of letter of credit application or other agreement submitted by any Borrower to, or entered into by any Borrower with, an Issuing Bank relating to any Letter of Credit, the terms and conditions of this Agreement shall control. For the avoidance of doubt, subject to Section 2.06(n) any Letter of Credit hereunder for the account of the U.S. Borrowers or the Canadian Borrower may be for the benefit of any Subsidiary whether or not a U.S. Borrower or a Canadian Borrower.

(b) Notice of Issuance, Amendment, Renewal, Extension; Certain Conditions. To request the issuance of a Letter of Credit or the amendment, renewal or extension of an outstanding Letter of Credit (other than an automatic renewal permitted pursuant to paragraph (c) of this Section), the Borrower Representative shall deliver by hand or electronic transmission (or transmit by electronic communication, if arrangements for doing so have been approved by the recipient) to the applicable Issuing Bank and the Applicable Administrative Agent (reasonably in advance of the requested date of issuance, amendment, renewal or extension) a notice requesting the issuance of a Letter of Credit, or identifying the Letter of Credit to be amended, renewed or extended, specifying whether such Letter of Credit is a U.S. Letter of Credit or a Canadian Letter of Credit, the Borrower(s) for whose account such Letter of Credit is to be issued, and specifying the date of issuance, amendment, renewal or extension (which shall be a Business Day), the date on which such Letter of Credit is to expire (which shall comply with paragraph (c) of this Section), the amount of such Letter of Credit, the currency in which such Letter of Credit will be denominated (which (x) shall be Dollars in the case of U.S. Letters of Credit and (y) shall be Dollars, Canadian Dollars or any LC Alternative Currency in the case of Canadian Letters of Credit) the name and address of the beneficiary thereof and such other information as shall be necessary to prepare, amend, renew or extend such Letter of Credit. If requested by the applicable Issuing Bank, the Borrower Representative also shall submit a letter of credit application on such Issuing Bank's standard form in connection with any request for a Letter of Credit. A Letter of Credit shall be issued, amended, renewed or extended only if (and upon issuance, amendment, renewal or extension of each Letter of Credit the Borrowers shall be deemed to represent and warrant that), after giving effect to such issuance, amendment, renewal or extension (i) the total U.S. LC Exposure shall not exceed \$135,000,000 and the total Canadian LC Exposure shall not exceed \$15,000,000, (ii) the total U.S. Standby LC Exposure shall not exceed \$70,000,000 and the total Canadian Standby LC Exposure shall not exceed \$5,000,000 and (iii) the Revolving Exposure Limitations shall be complied with.

(c) Expiration Date. Each Letter of Credit shall expire at or prior to the close of business on the earlier of (i) the date one year after the date of the issuance of such Letter of Credit (or, in the case of any renewal or extension thereof, one year after such renewal or extension) and (ii) the date that is five (5) Business Days prior to the date set forth in clause (i) of the definition of "Maturity Date". Any Letter of Credit may provide by its terms that it may be automatically extended for additional successive one year periods on terms reasonably acceptable to the applicable Issuing Bank. Any Letter of Credit providing for automatic extension shall be extended upon the then current expiration date without any further action by any Person unless the applicable Issuing Bank shall have given notice to the applicable beneficiary (with a copy to the applicable Borrower) of the election by such Issuing Bank not to extend such Letter of Credit, such notice to be given not fewer than 30 days prior to the then current expiration date of such Letter of Credit; provided that no Letter of Credit may be extended automatically or otherwise beyond the date that is five (5) Business Days prior to the date set forth in clause (i) of the definition of "Maturity Date".

(d) Participations. By the issuance of a Letter of Credit (or an amendment to a Letter of Credit increasing the amount thereof) under any Facility and without any further action on the part of the applicable Issuing Bank or the Lenders under such Facility, such Issuing Bank hereby grants to each Lender under such Facility, and each Lender under such Facility hereby acquires from such Issuing Bank, a participation in such Letter of Credit equal to such Lender's Applicable Percentage of the aggregate amount available to be drawn under such Letter of Credit. In consideration and in furtherance of the foregoing, (i) with respect to each U.S. Letter of Credit, each U.S. Revolving Lender hereby absolutely and unconditionally agrees to

pay in Dollars to the Administrative Agent, and (ii) with respect to any Canadian Letters of Credit, each applicable Canadian Revolving Lender hereby absolutely and unconditionally promises to pay, in Dollars, to the Canadian Administrative Agent, in each case for the account of the applicable Issuing Bank, such Lender's Applicable Percentage of the Dollar Equivalent of each LC Disbursement made by such Issuing Bank and not reimbursed by the applicable Borrower(s) on the date due as provided in paragraph (e) of this Section, or of any reimbursement payment required to be refunded to such Borrower(s) for any reason. Each Lender acknowledges and agrees that its obligation to acquire participations pursuant to this paragraph in respect of Letters of Credit is absolute and unconditional and shall not be affected by any circumstance whatsoever, including any amendment, renewal or extension of any Letter of Credit or the occurrence and continuance of a Default, reduction or termination of the Revolving Commitments or any force majeure or other event that under any rule of law or uniform practices to which any Letter of Credit is subject (including Section 3.14 of ISP 98 or any successor publication of the International Chamber of Commerce) permits a drawing to be made under such Letter of Credit after the expiration thereof or of the Revolving Commitments, and that each such payment shall be made without any offset, abatement, withholding or reduction whatsoever.

(e) Reimbursement. If an Issuing Bank shall make any LC Disbursement in respect of a Letter of Credit, the applicable Borrower(s) shall, following notice of such LC Disbursement to the Borrower Representative, reimburse such LC Disbursement by paying to the Applicable Administrative Agent in Dollars an amount equal to the Dollar Equivalent of such LC Disbursement not later than 2:00 p.m., New York City time, on the date that such LC Disbursement is made, if the Borrower Representative shall have received notice of such LC Disbursement prior to 10:00 a.m., New York City time, on such date, or, if such notice has not been received by the Borrower Representative prior to such time on such date, then not later than 2:00 p.m., New York City time, on (i) the Business Day that the Borrower Representative receives such notice, if such notice is received prior to 10:00 a.m., New York City time, on the day of receipt, or (ii) the Business Day immediately following the Business Day that the Borrower Representative receives such notice, if such notice is not received prior to such time on the day of receipt; provided that the Borrowers may, subject to the conditions to borrowing set forth herein, request in accordance with Section 2.03 that such payment be financed with an ABR Revolving Borrowing in an equivalent amount and, to the extent so financed, the applicable Borrower(s)' obligation to make such payment shall be discharged and replaced by the resulting ABR Revolving Borrowing, or, if the applicable Swingline Lender shall have elected to apply the terms of Section 2.05(a) to such requested Borrowing, the resulting Swingline Loan. If the applicable Borrower(s) fail to make such payment when due, the Applicable Administrative Agent shall notify each applicable Lender of the Dollar Equivalent of the applicable LC Disbursement, the payment then due from the applicable Borrower(s) in respect thereof and such Revolving Lender's Applicable Percentage thereof. Promptly following receipt of such notice, each applicable Revolving Lender shall pay to the Applicable Administrative Agent in Dollars its Applicable Percentage of the payment then due from the applicable Borrower(s), in the same manner as provided in Section 2.07 with respect to Loans made by such Lender (and Section 2.07 shall apply, mutatis mutandis, to the payment obligations of the Lenders), and the Applicable Administrative Agent shall promptly pay to such Issuing Bank the amounts so received by it from the applicable Revolving Lenders. Promptly following receipt by the Applicable Administrative Agent of any payment from the Borrower(s) pursuant to this paragraph, the Applicable Administrative Agent shall distribute such payment to the applicable Issuing Bank or, to the extent that any Revolving Lender has made payments pursuant to this paragraph to reimburse such Issuing Bank, then to each such Revolving Lender and such Issuing Bank as their interests may appear. Any payment made by a Revolving Lender pursuant to this paragraph to reimburse an Issuing Bank for any LC Disbursement (other than the funding of ABR Revolving Loans or a Swingline Loan as contemplated above) shall not constitute a Loan and shall not relieve the applicable Borrower(s) of their obligation to reimburse such LC Disbursement.

(f) Obligations Absolute. The Borrowers' obligations to reimburse LC Disbursements as provided in paragraph (e) of this Section is absolute, unconditional and irrevocable, and shall be performed

strictly in accordance with the terms of this Agreement under any and all circumstances whatsoever and irrespective of (i) any lack of validity or enforceability of any Letter of Credit or this Agreement, or any term or provision therein, (ii) any draft or other document presented under a Letter of Credit proving to be forged, fraudulent or invalid in any respect or any statement therein being untrue or inaccurate in any respect, (iii) payment by any Issuing Bank under a Letter of Credit against presentation of a draft or other document that does not substantially comply with the terms of such Letter of Credit, (iv) any force majeure or other event that under any rule of law or uniform practices to which any Letter of Credit is subject (including Section 3.14 of ISP 98 or any successor publication of the International Chamber of Commerce) permits a drawing to be made under such Letter of Credit after the stated expiration date thereof or of the Revolving Commitments or (v) any other event or circumstance whatsoever, whether or not similar to any of the foregoing, that might, but for the provisions of this paragraph, constitute a legal or equitable discharge of, or provide a right of setoff against, the Borrowers' obligations hereunder. No Lender Party, nor any of their Related Parties, shall have any liability or responsibility by reason of or in connection with the issuance or transfer of any Letter of Credit or any payment or failure to make any payment thereunder (irrespective of any of the circumstances referred to in the preceding sentence), or any error, omission, interruption, loss or delay in transmission or delivery of any draft, notice or other communication under or relating to any Letter of Credit (including any document required to make a drawing thereunder), any error in interpretation of technical terms or any other act, failure to act or other event or circumstance; provided that the foregoing shall not be construed to excuse any Issuing Bank from liability to the applicable Borrower(s) to the extent of any direct damages (as opposed to special, indirect, consequential or punitive damages, claims in respect of which are hereby waived by the Borrowers to the extent permitted by applicable law) suffered by such Borrower(s) that are caused by such Issuing Bank's failure to exercise care when determining whether drafts and other documents presented under a Letter of Credit comply with the terms thereof. The parties hereto expressly agree that, in the absence of bad faith, gross negligence or willful misconduct on the part of an Issuing Bank (with such absence to be presumed unless otherwise determined by a court of competent jurisdiction in a final and nonappealable judgment), such Issuing Bank shall be deemed to have exercised care in each such determination. In furtherance of the foregoing and without limiting the generality thereof, the parties agree that, with respect to documents presented which appear on their face to be in substantial compliance with the terms of a Letter of Credit, an Issuing Bank may, in its sole discretion, either accept and make payment upon such documents without responsibility for further investigation, regardless of any notice or information to the contrary, or refuse to accept and make payment upon such documents if such documents are not in strict compliance with the terms of such Letter of Credit.

(g) Disbursement Procedures. Each Issuing Bank shall, promptly following its receipt thereof, examine all documents purporting to represent a demand for payment under a Letter of Credit. Each Issuing Bank shall promptly notify the Applicable Administrative Agent and the Borrower Representative by telephone (confirmed by electronic transmission) of such demand for payment and whether such Issuing Bank has made or will make an LC Disbursement thereunder; provided that any failure to give or delay in giving such notice shall not relieve the Borrowers of their obligation to reimburse such Issuing Bank and the applicable Revolving Lenders with respect to any such LC Disbursement.

(h) Interim Interest. If any Issuing Bank shall make any LC Disbursement, then, unless the applicable Borrower(s) shall reimburse such LC Disbursement in full in cash on the date such LC Disbursement is made, the unpaid Dollar Equivalent thereof shall bear interest, for each day from and including the date such LC Disbursement is made to but excluding the date that such Borrower(s) reimburse such LC Disbursement in full in cash, at the rate per annum then applicable to Canadian Prime Rate Revolving Loans (if the LC Disbursement is in Cdn\$) or ABR Revolving Loans (if the LC Disbursement is in US\$); provided that, if the Borrowers fail to reimburse such LC Disbursement when due pursuant to paragraph (e) of this Section, then Section 2.13(f) shall apply. Interest accrued pursuant to this paragraph shall be paid to the Applicable Administrative Agent for the account of the applicable Issuing Bank, except that interest accrued on and after the date of payment by any Revolving Lender pursuant to paragraph (e)

of this Section to reimburse the Issuing Bank shall be for the account of such Revolving Lender to the extent of such payment, and shall be payable on demand or, if no demand has been made, on the date on which the applicable Borrower(s) reimburse the applicable LC Disbursement in full in cash.

(i) Replacement of the Issuing Banks. Any Issuing Bank may be replaced at any time by written agreement among the Borrower Representative, the Applicable Administrative Agent, the replaced Issuing Bank and the successor Issuing Bank. The Applicable Administrative Agent shall notify the Lenders of any such replacement of an Issuing Bank. At the time any such replacement shall become effective, the applicable Borrower(s) shall pay all unpaid fees accrued for the account of the replaced Issuing Bank pursuant to Section 2.12(b). From and after the effective date of any such replacement, (i) the successor Issuing Bank shall have all the rights and obligations of an Issuing Bank under this Agreement with respect to Letters of Credit to be issued thereafter and (ii) references herein to the term "Issuing Bank" shall be deemed to refer to such successor or to any previous Issuing Bank, or to such successor and all previous Issuing Banks, as the context shall require. After the replacement of an Issuing Bank hereunder, the replaced Issuing Bank shall remain a party hereto and shall continue to have all the rights and obligations of an Issuing Bank under this Agreement with respect to Letters of Credit issued by it prior to such replacement, but shall not be required to issue additional Letters of Credit.

(j) Cash Collateralization. If any Event of Default shall occur and be continuing, on the Business Day that the Borrower Representative receives notice from the Administrative Agent or the Required Lenders demanding the deposit of cash collateral pursuant to this paragraph, (i) the Borrowers shall deposit in an account with the Administrative Agent, in the name of the Administrative Agent and for the benefit of the Revolving Lenders (the "U.S. LC Collateral Account"), an amount in cash in the currencies in which such LC Exposure is denominated equal to 103% of the LC Exposure in respect of Letters of Credit issued for the account of the U.S. Borrowers as of such date plus accrued and unpaid interest thereon and (ii) the Canadian Borrower shall deposit in an account with the Administrative Agent, in the name of the Administrative Agent and for the benefit of the Canadian Lenders (the "Canadian LC Collateral Account"), an amount in the currencies in which such LC Exposure is denominated equal to 103% of the LC Exposure in respect of Letters of Credit issued for the account of the Canadian Borrower as of such date plus accrued and unpaid interest thereon as of such date plus accrued and unpaid interest thereon. Such deposits, (A) if made into the U.S. LC Collateral Account shall be held by the Administrative Agent as collateral for the payment and performance of the U.S. Obligations arising from LC Exposure in respect of Letters of Credit issued for the account of the U.S. Borrowers and (B) if made into the Canadian LC Collateral Account shall be held by the Administrative Agent as collateral for the payment and performance of the Canadian Obligations arising from LC Exposure in respect of Letters of Credit issues for the account of the Canadian Borrower, in each case, as further set forth in the applicable Collateral Documents. The Administrative Agent shall have exclusive dominion and control, including the exclusive right of withdrawal, over such accounts. Other than any interest earned on the investment of such deposits, which investments shall be made at the option and sole discretion of the Administrative Agent and at the applicable Borrower(s)' risk and expense, such deposits shall not bear interest. Interest or profits, if any, on such investments shall accumulate in such account. Moneys in each such account shall, notwithstanding anything to the contrary herein or in the Collateral Documents, be applied by the Administrative Agent to reimburse the applicable Issuing Banks for LC Disbursements for which they have not been reimbursed and, to the extent not so applied, shall be held for the satisfaction of the reimbursement obligations of the applicable Borrower(s) for the LC Exposure in respect of Letters of Credit issued for the account of such Borrower(s) at such time or, if the maturity of the Loans has been accelerated (but subject to the consent of Required Lenders), be applied, in the case of moneys in the U.S. LC Collateral Account, to satisfy the Secured Obligation or, in the case of moneys in the Canadian LC Collateral Account, to satisfy the Canadian Secured Obligations, be applied to satisfy other Secured Obligations (but subject to, in the case of any such application at a time when any Lender is a Defaulting Lender (but only if, after giving effect thereto, the remaining cash collateral shall be less than the aggregate LC Exposure of all the Defaulting Lenders that

has not been reallocated to non-Defaulting Lenders pursuant to Section 2.20), the consent of each Issuing Bank). If any Borrower is required to provide an amount of cash collateral hereunder as a result of the occurrence of an Event of Default, such amount (to the extent not applied as aforesaid) shall be returned to such Borrower within three (3) Business Days after all Events of Default have been cured or waived.

(k) Existing Letters of Credit. Each Existing Letter of Credit that is (i) a Canadian Letter of Credit (as defined in the Prepetition Credit Agreement) shall constitute a “Canadian Letter of Credit” for all purposes of this Agreement and shall be deemed issued under this Agreement on the Effective Date and (ii) a U.S. Letter of Credit (as defined in the Prepetition Credit Agreement) shall constitute a “U.S. Letter of Credit” for all purposes of this Agreement and shall be deemed issued under this Agreement on the Effective Date. All (i) Canadian LC Exposure (as defined in the Prepetition Credit Agreement) shall constitute “Canadian LC Exposure” for all purposes of this Agreement and (ii) U.S. LC Exposure (as defined in the Prepetition Credit Agreement) shall constitute “U.S. LC Exposure” for all purposes of this Agreement, and, in each case, no issuance or similar fees (as distinguished from ongoing participation or fronting fees) will be required in connection with the deemed issuance of the Existing Letters of Credit on the Effective Date.

(l) Issuing Bank Reports to the Administrative Agent. Unless otherwise agreed by the Applicable Administrative Agent, each Issuing Bank shall, in addition to its notification obligations set forth elsewhere in this Section, report in writing to the Applicable Administrative Agent (i) periodic activity (for such period or recurrent periods as shall be requested by the Applicable Administrative Agent) in respect of Letters of Credit issued by such Issuing Bank, including all issuances, extensions, amendments and renewals, all expirations and cancelations and all disbursements and reimbursements, (ii) reasonably prior to the time that such Issuing Bank issues, amends, renews or extends any Letter of Credit, the date of such issuance, amendment, renewal or extension, and the stated amount and currency of the Letters of Credit issued, amended, renewed or extended by it and outstanding after giving effect to such issuance, amendment, renewal or extension (and whether the amounts thereof shall have changed), (iii) on each Business Day on which such Issuing Bank makes any LC Disbursement, the date and amount and currency of such LC Disbursement, (iv) on any Business Day on which the applicable Borrower(s) fail to reimburse an LC Disbursement required to be reimbursed to such Issuing Bank on such day, the date of such failure and the amount due and (v) on any other Business Day, such other information as the Applicable Administrative Agent shall reasonably request as to the Letters of Credit issued by such Issuing Bank.

(m) LC Exposure Determination. For all purposes of this Agreement, the amount of a Letter of Credit that, by its terms or the terms of any document related thereto, provides for one or more automatic increases in the stated amount thereof shall be deemed to be the maximum stated amount of such Letter of Credit after giving effect to all such increases, whether or not such maximum stated amount is in effect at the time of determination.

(n) Letters of Credit Issued for Subsidiaries. Notwithstanding that a Letter of Credit issued or outstanding hereunder is in support of any obligations of, or is for the account of, a Subsidiary, the U.S. Borrowers (in the case of a Letter of Credit issued for the account of the U.S. Borrowers) or the Canadian Borrower (in the case of a Letter of Credit issued for the account of the Canadian Borrower) shall be obligated to reimburse the applicable Issuing Bank hereunder for any and all drawings under such Letter of Credit. Each Borrower hereby acknowledges that the issuance of Letters of Credit requested by such Borrower for the account of Subsidiaries inures to the benefit of such Borrower, and that such Borrower's business derives substantial benefits from the businesses of such Subsidiaries.

SECTION 2.07 Funding of Borrowings.

(a) Each Lender shall make each Revolving Loan to be made by it hereunder on the proposed date thereof by wire transfer of immediately available funds by 1:00 p.m., New York City time, to the account of the Applicable Administrative Agent most recently designated by it for such purpose by notice to the Revolving Lenders. The Applicable Administrative Agent will make such Loans available to the applicable Borrower(s) by promptly crediting the amounts so received, in like funds, to the Funding Account(s); provided that (I) ABR Revolving Loans made to finance the reimbursement of (i) an LC Disbursement as provided in Section 2.06(e) shall be remitted by the Applicable Administrative Agent to the applicable Issuing Bank and (ii) a U.S. Protective Advance or US. Overadvance shall be retained by the Administrative Agent and (II) ABR Loans made to finance the reimbursement of (i) a Canadian LC Disbursement as provided in Section 2.06(f) shall be remitted by the Canadian Administrative Agent to the applicable Canadian Issuing Bank and (ii) a Canadian Protective Advance or Canadian Overadvance shall be retained by the Canadian Administrative Agent.

(b) Unless the Applicable Administrative Agent shall have received notice from a Lender prior to the proposed date of any Revolving Borrowing that such Lender will not make available to the Applicable Administrative Agent such Lender's Applicable Percentage of such Borrowing, the Applicable Administrative Agent may assume that such Lender has made such share available on such date in accordance with paragraph (a) of this Section and may, in reliance on such assumption, make available to the applicable Borrower(s) a corresponding amount. In such event, if a Lender has not in fact made its share of the applicable Borrowing available to the Applicable Administrative Agent, then the applicable Lender and the applicable Borrower(s) severally agree to pay to the Applicable Administrative Agent forthwith on demand such corresponding amount with interest thereon, for each day from and including the date such amount is made available to the applicable Borrower(s) to but excluding the date of payment to the Applicable Administrative Agent, at (i) in the case of a payment to be made by such Lender, the greater of (x) the Federal Funds Effective Rate (in the case of Dollar-denominated amounts) or the Canadian Prime Rate (in the case of Canadian Dollar-denominated amounts) and (y) a rate determined by the Administrative Agent in accordance with banking industry rules on interbank compensation or (ii) in the case of Loans denominated in Dollars, the interest rate applicable to ABR Loans and in the case of Loans denominated in Canadian Dollars, the interest rate applicable to Canadian Prime Rate Loans. If the applicable Borrower(s) and such Lender shall pay such interest to the Administrative Agent for the same or an overlapping period, the Administrative Agent shall promptly remit to the applicable Borrower(s) the amount of such interest paid by the Borrowers for such period. If such Lender pays such amount to the Applicable Administrative Agent, then such amount shall constitute such Lender's Revolving Loan included in such Borrowing. Any payment by any Borrower(s) pursuant to this paragraph (b) shall be without prejudice to any claim such Borrower(s) may have against a Lender that shall have failed to make such payment to the Applicable Administrative Agent.

SECTION 2.08 Interest Elections.

(a) Each Revolving Borrowing initially shall be of the Type and, in the case of a Eurodollar Revolving Borrowing or CDOR Rate Borrowing, shall have an initial Interest Period as specified in the applicable Borrowing Request or as otherwise provided in Section 2.03. Thereafter, the Borrower Representative may elect to convert such Borrowing to a Borrowing of a different Type or to continue such Borrowing and, in the case of a Eurodollar Revolving Borrowing or CDOR Rate Borrowing, may elect Interest Periods therefor, all as provided in this Section. The Borrower Representative may elect different options with respect to different portions of the affected Borrowing, in which case each such portion shall be allocated ratably among the Lenders holding the Loans comprising such Borrowing, and the Loans comprising each such portion shall be considered a separate Borrowing. This Section shall not apply to Swingline Borrowings, Overadvances or Protective Advances, which may not be converted or continued.

(b) To make an election pursuant to this Section, the Borrower Representative shall notify (i) the Administrative Agent with respect to each U.S. Revolving Borrowing and (ii) the Canadian Administrative Agent (with a copy to the Administrative Agent), with respect to each Canadian Revolving Borrowing, in each case of such election by telephone by the time that a Borrowing Request would be required under Section 2.03 if the Borrowers were requesting a Revolving Borrowing of the Type resulting from such election to be made on the effective date of such election. Each such telephonic Interest Election Request shall be irrevocable and shall be confirmed promptly by hand delivery or electronic transmission to the Administrative Agent (and, in the case of a Canadian Revolving Borrowing, the Canadian Administrative Agent) of an executed written Interest Election Request. Each telephonic and written Interest Election Request shall specify the following information in compliance with Section 2.02:

(i) the Borrowing to which such Interest Election Request applies and, if different options are being elected with respect to different portions thereof, the portions thereof to be allocated to each resulting Borrowing (in which case the information to be specified pursuant to clauses (iii) and (iv) below shall be specified for each resulting Borrowing);

(ii) the effective date of the election made pursuant to such Interest Election Request, which shall be a Business Day;

(iii) whether the resulting Borrowing is to be an ABR Borrowing, a Eurodollar Borrowing, a Canadian Prime Rate Borrowing or a CDOR Rate Borrowing; and

(iv) if the resulting Borrowing is a Eurodollar Borrowing or CDOR Rate Borrowing, the Interest Period to be applicable thereto after giving effect to such election, which shall be a period contemplated by the definition of the term "Interest Period."

If any such Interest Election Request requests a Eurodollar Borrowing or CDOR Rate Borrowing but does not specify an Interest Period, then the Borrowers shall be deemed to have selected an Interest Period of one month's duration, in the case of a Eurodollar Borrowing, or 30 days, in the case of a CDOR Rate Borrowing.

(c) Promptly following receipt of an Interest Election Request in accordance with this Section, the Administrative Agent shall advise each applicable Lender of the details thereof and of such Lender's portion of each resulting Borrowing.

(d) If the Borrower Representative fails to deliver a timely Interest Election Request with respect to a Eurodollar Revolving Borrowing prior to the end of the Interest Period applicable thereto, then, unless such Borrowing is repaid as provided herein, at the end of such Interest Period such Borrowing shall be converted to an ABR Borrowing. If the Borrower Representative fails to deliver a timely Interest Election Request with respect to a CDOR Rate Borrowing prior to the end of the Interest Period applicable thereto, then, unless such Borrowing is repaid as provided herein, at the end of such Interest Period such Borrowing shall be converted to a Canadian Prime Rate Borrowing. Notwithstanding any contrary provision hereof, if an Event of Default has occurred and is continuing and the Administrative Agent, at the request of the Required Lenders, so notifies the Borrower Representative, then, so long as an Event of Default is continuing (i) no outstanding Revolving Borrowing may be converted to or continued as a Eurodollar Borrowing or CDOR Rate Borrowing, (ii) unless repaid, each Eurodollar Revolving Borrowing shall be converted to an ABR Borrowing at the end of the Interest Period applicable thereto and (iii) unless repaid, each CDOR Rate Borrowing shall be converted into a Canadian Prime Rate Borrowing at the end of the Interest Period applicable thereto.

SECTION 2.09 Termination and Reduction of Revolving Commitments; Increase in Revolving Commitments.

(a) Unless previously terminated, the Revolving Commitments shall automatically terminate at 5:00 p.m., New York City time, on the Maturity Date, or any earlier date on which the Revolving Commitments are reduced to zero or otherwise terminated pursuant to the terms hereof.

(b) The Borrower Representative may at any time terminate the Commitments under the U.S. Facility and/or the Canadian Facility upon (i) the payment in full in cash of all outstanding Loans, together with accrued and unpaid interest thereon and on any LC Disbursements, in each case, under the applicable Facility, (ii) the cancellation and return of all outstanding Letters of Credit (or alternatively, with respect to each such Letter of Credit, (x) the furnishing to the Administrative Agent of a cash deposit (or at the discretion of the Administrative Agent a backup standby letter of credit reasonably satisfactory to the Administrative Agent) equal to 103% of the portion of the LC Exposure attributable to all Letters of Credit, as determined by the applicable Issuing Banks) or (y) such other alternative arrangement with respect to any such Letters of Credit that is satisfactory to the Administrative Agent and the Issuing Bank), and such cash deposit shall not be subject to or subordinate to the Carve-Out or the Canadian DIP Charge, (iii) the payment in full in cash of all accrued and unpaid fees owing in respect of such Facility and (iv) the payment in full in cash of all reimbursable expenses and all other Obligations outstanding at such time in respect of such Facility; provided that, upon the termination of the Revolving Commitments pursuant to this clause (b), all obligations of the Administrative Agent and the Lenders to provide the credit facility to the Borrowers described in the Exit Facility Term Sheet and the rights and obligations of the parties hereto under Section 2.23 shall automatically terminate without any further consent or action required by any Person.

(c) The Borrower Representative may from time to time reduce the Commitments under the U.S. Facility and/or the Canadian Facility; provided that (i) each reduction of the Revolving Commitments shall be in an amount that is an integral multiple of \$1,000,000 and not less than \$5,000,000 and (ii) the Borrower Representative shall not reduce the Revolving Commitments under any Facility if, after giving effect to any concurrent prepayment of the Loans in accordance with Section 2.11, the Borrowers would not be in compliance with the Revolving Exposure Limitations.

(d) The Borrower Representative shall notify the Administrative Agent of any election to terminate or reduce the Revolving Commitments under paragraph (b) or (c) of this Section at least three (3) Business Days prior to the effective date of such termination or reduction, specifying such election and the effective date thereof. Promptly following receipt of any such notice, the Administrative Agent shall advise the Revolving Lenders of the contents thereof. Each notice delivered by the Borrower Representative pursuant to this Section shall be irrevocable; provided that a notice of termination of the Revolving Commitments delivered by the Borrower Representative may state that such notice is conditioned upon the effectiveness of other credit facilities, in which case such notice may be revoked by the Borrower Representative (by notice to the Administrative Agent on or prior to specified effective date) if such condition is not satisfied. Any termination or reduction of the Revolving Commitments shall be permanent. Each reduction of the Revolving Commitments under any Facility shall be made ratably among the Lenders under such Facility in accordance with their respective Revolving Commitments thereunder.

SECTION 2.10 Repayment of Loans; Evidence of Debt.

(a) The U.S. Borrowers hereby, jointly and severally, unconditionally promise to pay to (i) the Administrative Agent, for the account of each U.S. Revolving Lender the principal amount of all outstanding U.S. Revolving Loans, (ii) the Canadian Administrative Agent, for the account of each Canadian Revolving Lender the principal amount of all outstanding Canadian Revolving Loans to the U.S.

Borrowers, (iii) the Applicable Administrative Agent the then unpaid amount of each Protective Advance to the U.S. Borrowers and Overadvance to the U.S. Borrowers, (iv) the U.S. Swingline Lender, the principal amount of each U.S. Swingline Loan and (v) the Canadian Swingline Lender, the principal amount of each Canadian Swingline Loan to the U.S. Borrowers, in each case, on the earliest of (A) the Maturity Date, (B) in the case of any Overadvance, the earlier of the 60th day after the date of the making thereof and demand by the Administrative Agent and (C) in the case of any Protective Advance, demand by the Administrative Agent. The Canadian Borrower hereby unconditionally promises to pay to (i) the Canadian Administrative Agent, for the account of each Canadian Revolving Lender the principal amount of all outstanding Canadian Revolving Loans to the Canadian Borrower, (ii) the Canadian Administrative Agent the then unpaid amount of each Canadian Protective Advance to the Canadian Borrower and Canadian Overadvance to the Canadian Borrower and (iii) the Canadian Swingline Lender, the principal amount of each Canadian Swingline Loan to the Canadian Borrower, in each case, on the earliest of (A) the Maturity Date, (B) in the case of any Canadian Overadvance, the 60th day after the date of the making thereof and demand by the Administrative Agent and (C) in the case of any Canadian Protective Advance, demand by the Canadian Administrative Agent.

(b) On each Business Day, the Administrative Agent shall apply all funds credited to a Concentration Account of the Borrowers on such Business Day or the immediately preceding Business Day (at the discretion of the Administrative Agent, whether or not immediately available), first, to prepay the Prepetition Revolving Loans and/or Prepetition Swingline Loans, if any, that may be outstanding in the order and manner provided in the Prepetition Credit Agreement, second, to prepay any U.S. Protective Advances, U.S. Overadvance, Canadian Protective Advances and Canadian Overadvances that may be outstanding, third, to prepay the Revolving Loans, Swingline Loans, Canadian Revolving Loans and Canadian Swingline Loans, fourth to cash collateralize outstanding U.S. LC Exposure and Canadian LC Exposure with respect to U.S. Letters of Credit and Canadian Letters of Credit issued for the account of the Borrowers at such time in accordance with Section 2.06(j), and fifth, as the Borrower Representative may direct.

(c) Each Lender shall maintain in accordance with its usual practice an account or accounts evidencing the indebtedness of the applicable Borrower(s) to such Lender resulting from each Loan made by such Lender to such Borrower(s), including the amounts of principal and interest payable and paid to such Lender from time to time hereunder.

(d) The Administrative Agent shall maintain accounts in which it shall record (i) the amount of each Loan made hereunder to the applicable Borrower(s), the Type thereof and the Interest Period applicable thereto, (ii) the amount of any principal or interest due and payable or to become due and payable from the applicable Borrowers to each Lender hereunder and (iii) the amount of any sum received by the Applicable Administrative Agent hereunder for the account of the Lenders and each Lender's share thereof.

(e) The entries made in the accounts maintained pursuant to paragraph (c) or (d) of this Section shall be prima facie evidence of the existence and amounts of the obligations recorded therein; provided that the failure of any Lender or the Administrative Agent to maintain such accounts or any error therein shall not in any manner affect the obligation of the Borrowers to pay any amounts due hereunder in accordance with the terms of this Agreement.

(f) Any Lender may request that Loans made by it be evidenced by a promissory note. In such event, the applicable Borrowers shall prepare, execute and deliver to such Lender a promissory note payable to the order of such Lender (or, if requested by such Lender, to such Lender and its registered assigns) and in a form approved by the Administrative Agent.

SECTION 2.11 Prepayment of Loans.

(a) The Borrowers shall have the right at any time and from time to time to prepay any Borrowing in whole or in part, subject to prior notice in accordance with paragraph (c) of this Section; *provided* that, any such prepayments shall be applied, first, to the Prepetition Revolving Loans and/or Prepetition Swingline Loans then outstanding (in the order and manner provided in the Prepetition Credit Agreement) and then to the Revolving Loans.

(b) Except to the extent such excess arises from Protective Advances permitted under Section 2.04 or Overadvances permitted under Section 2.05, in the event and on each occasion that the Borrowers are not in compliance with the Revolving Exposure Limitations, the Canadian Borrower and the U.S. Borrowers shall immediately and severally prepay first, the Prepetition Revolving Loans and/or Prepetition Swingline Loans then outstanding (in the order and in the manner provided in the Prepetition Credit Agreement) and, second, the Revolving Loans and/or Swingline Loans (or, if no such Borrowings are outstanding, deposit cash collateral in the LC Collateral Account in accordance with Section 2.06(j)) of such Borrower(s) in an aggregate amount that, after giving effect to such prepayments or cash collateralizations the Borrowers shall be in compliance with the Revolving Exposure Limitations.

(c) Subject to the priority of Liens and application of funds set forth in the Orders with respect to the Collateral that is sold pursuant to an Asset Sale, in the event and on each occasion that (i) any Net Proceeds are received by or on behalf of the Parent or any Subsidiary in respect of any Prepayment Event and (ii) the Loan Parties receive designated “restricted cash” in accordance with the milestones set forth in Section 5.21(e), the Borrowers shall, on each day such Net Proceeds and designated “restricted cash” are received, prepay Borrowings in an amount equal to 100% of such Net Proceeds or such designated “restricted cash” (without a reduction in Revolving Commitments); provided that in the case of a Prepayment Event described in clauses (a), (b) or (d) of the definition thereof, any Net Proceeds in respect of Term Priority Collateral received by the Borrowers as a result of such Prepayment Event shall be applied (A) unless waived in accordance with the Term Credit Agreement or as provided in the Orders, first, to the “Obligations” under and as defined in the Term Credit Agreement, until paid in full, and (B) second, as set forth in Section 2.11(d) below. Notwithstanding the foregoing (except as described in the proviso to the immediately preceding sentence), the Loan Parties or any Subsidiary shall be permitted to reinvest the Net Proceeds of any Prepayment Event described in clauses (a), (b) or (d) of the definition of Prepayment Event with the prior written consent of the Administrative Agent and the Required Lenders (in their sole and absolute discretion).

(d) The Borrower Representative shall notify the Applicable Administrative Agent (and, in the case of prepayment of a Swingline Loan, the applicable Swingline Lender), with a copy to the Administrative Agent in the case of a prepayment of a Canadian Loan, by telephone (confirmed by hand delivery or electronic transmission) of any prepayment hereunder (i) in the case of prepayment of a Eurodollar Revolving Borrowing or CDOR Rate Borrowing, not later than 11:00 a.m., New York City time, three (3) Business Days before the date of prepayment or (ii) in the case of prepayment of an ABR Revolving Borrowing or a Canadian Prime Rate Borrowing, not later than 11:00 a.m., New York City time, on the date of prepayment. Each such notice shall be irrevocable and shall specify the prepayment date and the principal amount of each Borrowing or portion thereof to be prepaid; provided that, if a notice of prepayment is given in connection with a conditional notice of termination of the Revolving Commitments as contemplated by Section 2.09, then such notice of prepayment may be revoked if such notice of termination is revoked in accordance with Section 2.09. Promptly following receipt of any such notice relating to a Revolving Borrowing, the Administrative Agent shall advise the Lenders of the contents thereof. Each partial prepayment of any Revolving Borrowing shall be in an amount that would be permitted in the case of an advance of a Revolving Borrowing of the same Type as provided in Section 2.02. Each prepayment of a Revolving Borrowing shall be applied ratably to the Revolving Loans included

in the prepaid Borrowing. Prepayments shall be accompanied by accrued interest to the extent required by Section 2.13.

(e) Notwithstanding any provisions of this Section 2.11 to the contrary, if any prepayment would otherwise be required to be made pursuant to clause (c) of this Section 2.11, solely as it relates to the portion of such Net Proceeds generated outside of the United States, so long as (x) the applicable local law will not permit or would delay repatriation of such Net Proceeds to the United States or (y) adverse tax consequences (other than de minimis consequences) to the Borrower Representative or any of its Subsidiaries would result from such repatriation, such Net Proceeds so affected shall not be required to be included in the mandatory prepayments referred to in such clause (c), but may be retained by the Borrowers or the applicable Subsidiary for so long, but only so long, as the applicable local law will not permit or would otherwise delay repatriation to the United States.

SECTION 2.12 Fees.

(a) The U.S. Borrowers, jointly and severally, agree to pay to the Administrative Agent for the account of each U.S. Revolving Lender a commitment fee in dollars, which shall accrue at the Applicable Commitment Fee Rate on the daily amount by which such Lender's U.S. Commitment exceeds the amount of such Lender's U.S. Revolving Loans and U.S. LC Exposure during the period from and including the Effective Date to but excluding the date on which the Lenders' U.S. Commitment terminates. The Canadian Borrowers agree to pay to the Canadian Administrative Agent in dollars for the account of each Canadian Revolving Lender a commitment fee, which shall accrue at the Applicable Commitment Fee Rate on the daily amount by which such Lender's Canadian Commitment exceeds the Dollar Equivalent of such Lender's Canadian Revolving Loans and Canadian LC Exposure during the period from and including the Effective Date to but excluding the date on which the Lenders' Canadian Commitment terminates. Accrued commitment fees shall be payable in arrears on the first Business Day of each January, April, July and October, commencing on the first such date to occur after the Effective Date, and on the date on which the Revolving Commitments terminate. All commitment fees shall be computed on the basis of a year of 360 days and shall be payable for the actual number of days elapsed. For purposes of computing commitment fees, the Revolving Commitment of a Lender shall be deemed to be used to the extent of the outstanding Revolving Loans, Swingline Exposure, Protective Advances, Overadvances and LC Exposure of such Lender.

(b) The (i) U.S. Borrowers agree to pay to the Applicable Administrative Agent for the account of each U.S. Revolving Lender a letter of credit fee with respect to its participations in U.S. Letters of Credit and for the account of each Canadian Revolving Lender a letter of credit fee with respect to Canadian Letters of Credit issued for the account of the U.S. Borrowers and (ii) the Canadian Borrower agrees to pay to the Canadian Administrative Agent for the account of each Canadian Revolving Lender a letter of credit fee with respect to its participation in Canadian Letters of Credit issued for the account of the Canadian Borrower which, in each case, shall accrue at the same Applicable Rate used to determine the interest rate applicable to Eurodollar Loans (as in effect from time to time) on the average daily Dollar Equivalent of such Lender's applicable LC Exposure in respect of such Letters of Credit (excluding any portion thereof attributable to unreimbursed LC Disbursements) during the period from and including the Effective Date to but excluding the later of the date on which such Lender's Revolving Commitment terminates and the date on which such Revolving Lender ceases to have any LC Exposure in respect of such Borrower(s)' Letters of Credit. In addition, (x) the U.S. Borrowers, jointly and severally, agrees to pay to each Issuing Bank a fronting fee, which shall accrue at a rate per annum equal to 0.125% of the average daily Dollar Equivalent of the LC Exposure attributable to Letters of Credit issued for the account of the U.S. Borrowers by such Issuing Bank (excluding any portion thereof attributable to unreimbursed LC Disbursements) during the period from and including the Effective Date to but excluding the later of the date of termination of the Revolving Commitments and the date on which there ceases to be any LC Exposure in respect of

Letters of Credit issued for the account of the U.S. Borrowers, as well as such Issuing Bank's standard fees with respect to the issuance, amendment, renewal or extension of any such Letter of Credit or processing of drawings thereunder and (y) the Canadian Borrower agrees to pay to each Issuing Bank a fronting fee, which shall accrue at a rate per annum equal to 0.125% of the average daily Dollar Equivalent of the LC Exposure attributable to Letters of Credit issued for the account of the Canadian Borrower by such Issuing Bank (excluding any portion thereof attributable to unreimbursed LC Disbursements) during the period from and including the Effective Date to but excluding the later of the date of termination of the Revolving Commitments and the date on which there ceases to be any LC Exposure in respect of Letters of Credit issued for the account of the Canadian Borrower, as well as such Issuing Bank's standard fees with respect to the issuance, amendment, renewal or extension of any such Letter of Credit or processing of drawings thereunder. Participation fees and fronting fees accrued through and including the last day of each calendar quarter shall be payable on the first Business Day of each January, April, July and October, commencing on the first such date to occur after the Effective Date; provided that all such fees shall be payable on the date on which the Revolving Commitments terminate and any such fees accruing after the date on which the Revolving Commitments terminate shall be payable on demand. Any other fees payable to the Issuing Banks pursuant to this paragraph shall be payable within 10 days after demand. All participation fees and fronting fees shall be computed on the basis of a year of 360 days and shall be payable for the actual number of days elapsed.

(c) The U.S. Borrowers agree to pay to the fees in the amounts and payable at the times separately agreed upon in the Fee Letters or as otherwise agreed between the Borrowers and the Administrative Agent.

(d) All fees payable hereunder shall be paid on the dates due, in immediately available funds, to the Applicable Administrative Agent (or to the applicable Issuing Bank, in the case of fees payable to it) for distribution, in the case of commitment fees and participation fees, to the Lenders. Fees paid shall not be refundable under any circumstances (absent manifest error in the amount paid).

SECTION 2.13 Interest.

(a) The Loans comprising each ABR Borrowing (including each Swingline Loan, but excluding Protective Advances and Overadvances) shall bear interest at the Alternate Base Rate plus the Applicable Rate.

(b) The Loans comprising each Eurodollar Borrowing shall bear interest at the Adjusted LIBO Rate for the Interest Period in effect for such Borrowing plus the Applicable Rate.

(c) The Loans comprising each Canadian Prime Rate Borrowing shall bear interest at the Canadian Prime Rate plus the Applicable Rate.

(d) The Loans comprising each CDOR Rate Borrowing shall bear interest at the CDOR Rate for the Interest Period in effect for such Borrowing plus the Applicable Rate.

(e) Each (i) U.S. Protective Advance and U.S. Overadvance shall bear interest at the Alternate Base Rate plus the Applicable Rate for ABR Revolving Loans plus 2% per annum and each Canadian Protective Advance and Canadian Overadvance shall bear interest at the Canadian Prime Rate plus the Applicable Rate for Canadian Prime Rate Loans plus 2% per annum.

(f) Notwithstanding the foregoing, during the occurrence and continuance of an Event of Default, (i) all past due amounts in respect of the principal of any Loan shall bear interest at 2% plus the rate otherwise applicable to such Loans as provided in the preceding paragraphs of this Section or (ii) in

the case of any other amount that is past due, such amount shall bear interest at 2% per annum plus the rate applicable to Base Rate Revolving Loans hereunder (or, in the case of amounts denominated in Canadian Dollars, 2% per annum plus the rate applicable to Canadian Prime Rate Loans hereunder).

(g) Accrued interest on each Loan (for ABR Loans and Canadian Prime Rate Loans, accrued through the last day of the prior calendar quarter) shall be payable in arrears on each Interest Payment Date for such Loan and upon termination of the Revolving Commitments; provided that (i) interest accrued pursuant to paragraph (f) of this Section shall be payable on demand, (ii) in the event of any repayment or prepayment of any Loan (other than a prepayment of an ABR Revolving Loan or Canadian Prime Rate Loan prior to the end of the Availability Period), accrued interest on the principal amount repaid or prepaid shall be payable on the date of such repayment or prepayment and (iii) in the event of any conversion of any Eurodollar Revolving Loan or CDOR Rate Loan prior to the end of the current Interest Period therefor, accrued interest on such Loan shall be payable on the effective date of such conversion.

(h) All interest hereunder shall be computed on the basis of a year of 360 days, except that interest computed by reference to the Alternate Base Rate shall be computed on the basis of a year of 365 days (or 366 days in a leap year), and in each case shall be payable for the actual number of days elapsed (including the first day but excluding the last day). The applicable Alternate Base Rate, Adjusted LIBO Rate, the Canadian Prime Rate or the CDOR Rate shall be determined by the Applicable Administrative Agent, and such determination shall be conclusive absent manifest error.

(i) *Interest Act (Canada)*. For purposes of disclosure pursuant to the *Interest Act (Canada)*, the annual rates of interest or fees to which the rates of interest or fees provided in this Agreement and the other Loan Documents (and stated herein or therein, as applicable, to be computed on the basis of 360 days or any other period of time less than a calendar year) are equivalent are the rates so determined multiplied by the actual number of days in the applicable calendar year and divided by 360 or such other period of time, respectively.

(j) *Limitation on Interest*. If any provision of this Agreement or of any of the other Loan Documents would obligate any Loan Party to make any payment of interest or other amount payable to the Lenders in an amount or calculated at a rate which would be prohibited by law or would result in a receipt by the Lenders of interest at a criminal rate (as such terms are construed under the Criminal Code (Canada)) then, notwithstanding such provisions, such amount or rate shall be deemed to have been adjusted with retroactive effect to the maximum amount or rate of interest, as the case may be, as would not be so prohibited by law or so result in a receipt by the Lenders of interest at a criminal rate, such adjustment to be effected, to the extent necessary, as follows: (1) firstly, by reducing the amount or rate of interest required to be paid to the Lenders under this Section 2.13, and (2) thereafter, by reducing any fees, commissions, premiums and other amounts required to be paid to the Lenders which would constitute “interest” for purposes of Section 347 of the *Criminal Code (Canada)*. Notwithstanding the foregoing, and after giving effect to all adjustments contemplated thereby, if the Lenders shall have received an amount in excess of the maximum permitted by that section of the *Criminal Code (Canada)*, the Loan Parties shall be entitled, by notice in writing to the Administrative Agent, to obtain reimbursement from the Lenders in an amount equal to such excess and, pending such reimbursement, such amount shall be deemed to be an amount payable by the Lenders to the Borrowers. Any amount or rate of interest referred to in this Section 2.13(j) shall be determined in accordance with generally accepted actuarial practices and principles as an effective annual rate of interest over the term that the applicable Loan remains outstanding on the assumption that any charges, fees or expenses that fall within the meaning of “interest” (as defined in the *Criminal Code (Canada)*) shall, if they relate to a specific period of time, be pro-rated over that period of time and otherwise be pro-rated over the period from the Effective Date to the Maturity Date and, in the event of a dispute, a certificate of a Fellow of the Canadian Institute of Actuaries appointed by the Administrative Agent shall be conclusive for the purposes of such determination.

SECTION 2.14 Alternate Rate of Interest; Illegality. (a) If prior to the commencement of any Interest Period for a Eurodollar Borrowing or CDOR Rate Borrowing:

(i) the Applicable Administrative Agent determines in good faith (which determination shall be conclusive absent manifest error) that adequate and reasonable means do not exist for ascertaining the Adjusted LIBO Rate or the CDOR Rate, as applicable (including, without limitation, by means of an Interpolated Rate or because the LIBO Screen Rate or the CDOR Rate is not available or published on a current basis) for such Interest Period; or

(ii) the Administrative Agent is advised by the Required Lenders that the Adjusted LIBO Rate or the CDOR Rate for such Interest Period will not adequately and fairly reflect the cost to such Lenders (or Lender) of making or maintaining their Loans (or its Loan) included in such Borrowing for such Interest Period;

then the Applicable Administrative Agent shall give notice thereof to the Borrower Representative and the Lenders through the Platform as provided in Section 9.01 as promptly as practicable thereafter and, until the Applicable Administrative Agent notifies the Borrower Representative and the Lenders that the circumstances giving rise to such notice no longer exist (which notification shall be made promptly after the Applicable Administrative Agent obtains knowledge of the cessation of such circumstances), (A) any Interest Election Request that requests the conversion of any Revolving Borrowing to, or continuation of any Revolving Borrowing as, a Eurodollar Borrowing or a CDOR Rate Borrowing shall be ineffective, and any such Revolving Borrowing shall be repaid or converted into an ABR Borrowing or Canadian Prime Rate Borrowing, as applicable, on the last day of the then current Interest Period applicable thereto, and (B) if any Borrowing Request requests a Eurodollar Borrowing or CDOR Rate Borrowing, such Borrowing shall be made as an ABR Borrowing or Canadian Prime Rate Borrowing, respectively.

(b) If any Lender determines that any Requirement of Law has made it unlawful, or if any Governmental Authority has asserted that it is unlawful, for any Lender or its applicable lending office to make, maintain, fund or continue any Eurodollar Borrowing or CDOR Rate Borrowing, or any Governmental Authority has imposed material restrictions on the authority of such Lender to purchase or sell, or to take deposits of, dollars in the London interbank market, then, on notice thereof by such Lender to the Borrowers through the Administrative Agent, any obligations of such Lender to make, maintain, fund or continue Eurodollar Loans or to convert ABR Borrowings to Eurodollar Borrowings or to convert Canadian Prime Rate Borrowings to CDOR Rate Borrowings will be suspended until such Lender notifies the Administrative Agent and the Borrowers that the circumstances giving rise to such determination no longer exist. Upon receipt of such notice, the Borrowers will upon demand from such Lender (with a copy to the Applicable Administrative Agent), either prepay all Eurodollar Borrowings and CDOR Rate Borrowings of such Lender or convert all Eurodollar Borrowings and CDOR Rate Borrowings of such Lender to ABR Borrowings and Canadian Prime Rate Borrowings, respectively, either on the last day of the Interest Period therefor, if such Lender may lawfully continue to maintain such Eurodollar Borrowings or CDOR Rate Borrowings to such day, or immediately, if such Lender may not lawfully continue to maintain such Loans. Upon any such conversion or prepayment, the Borrowers will also pay accrued interest on the amount so converted or prepaid.

(c) If at any time (i) the Administrative Agent determines (which determination shall be conclusive absent manifest error) that the circumstances set forth with respect to the Adjusted LIBO Rate in clause (a)(i) have arisen and such circumstances are unlikely to be temporary or (ii) the circumstances set forth in clause (a)(i) have not arisen but the supervisor for the administrator of the LIBO Screen Rate or a Governmental Authority having jurisdiction over the Administrative Agent has made a public statement identifying a specific date after which the LIBO Screen Rate shall no longer be used for determining interest rates for loans, then the Administrative Agent and the Borrowers (A) shall endeavor to establish an alternate

benchmark rate of interest to the LIBO Rate that gives due consideration to the then prevailing market convention for determining a rate of interest for syndicated loans in the United States at such time (which may include a margin to be applied thereto); provided that, if such alternate rate of interest shall be less than zero, such rate shall be deemed to be zero for the purposes of this Agreement, and (B) shall enter into an amendment to this Agreement, at no cost to the Loan Parties other than the reimbursement of the Administrative Agent's costs and expenses as contemplated by Section 9.03 of this Agreement, to reflect such alternate rate of interest and such other related changes to this Agreement as may be applicable; *provided*, that any such amendment shall meet the standards set forth in Proposed United States Treasury Regulation Section 1.1001-6 or any amended, temporary or final version thereof so as not to be treated as a "modification" (and therefore an exchange) for purpose of United States Treasury Regulation Section 1.1001-3. Notwithstanding anything to the contrary in Section 9.02, such amendment shall become effective without any further action or consent of any other party to this Agreement so long as the Administrative Agent shall not have received, within five (5) Business Days of the date notice of such alternate rate of interest is provided to the Lenders, a written notice from the Required Lenders stating that such Required Lenders object to such amendment. Until an alternate rate of interest shall be determined in accordance with this clause (c) (but, in the case of the circumstances described in clause (ii) of the first sentence of this Section 2.14(c), only to the extent the LIBO Screen Rate for such Interest Period is not available or published at such time on a current basis), (x) any Interest Election Request that requests the conversion of any Revolving Borrowing to, or continuation of any Revolving Borrowing as, a Eurodollar Borrowing shall be ineffective, and (y) if any Borrowing Request requests a Eurodollar Borrowing, such Borrowing shall be made as an ABR Borrowing.

SECTION 2.15 Increased Costs.

(a) If any Change in Law shall:

(i) impose, modify or deem applicable any reserve, special deposit, compulsory loan, insurance charge or similar requirement against assets of, deposits with or for the account of, or credit extended or participated in by, any Lender (except any such reserve requirement reflected in the Adjusted LIBO Rate) or any Issuing Bank;

(ii) impose on any Lender or any Issuing Bank or the London interbank market or Canadian interbank market any other condition, cost or expense (other than Taxes) affecting this Agreement or Eurodollar Loans or CDOR Rate Loans made by such Lender or any Letter of Credit or participation therein; or

(iii) subject any Recipient to any Taxes (other than any (A) Indemnified Taxes or (B) Excluded Taxes) on or with respect to its loans, loan principal, letters of credit, commitments or other obligations, or its deposits, reserves, other liabilities or capital attributable thereto;

and the result of any of the foregoing shall be to increase the cost to such Lender or other Recipient of making, converting to, continuing or maintaining any Loan or of maintaining its obligation to make any such Loan, or to increase the cost to such Lender or other Recipient of participating in, issuing or maintaining any Letter of Credit (or of maintaining its obligation to participate in or to issue any Letter of Credit), or to reduce the amount of any sum received or receivable by such Lender or other Recipient hereunder (whether of principal, interest or any other amount) then, from time to time upon request of such Lender or other Recipient, the applicable Borrower(s) will pay to such Lender or other Recipient, as the case may be, such additional amount or amounts as will compensate such Lender or other Recipient, as the case may be, for such additional costs or expenses incurred or reduction suffered.

(b) If any Lender or any Issuing Bank determines that any Change in Law regarding capital or liquidity requirements has had or would have the effect of reducing the rate of return on such Lender's or such Issuing Bank's capital or on the capital of such Lender's or such Issuing Bank's holding company, if any, as a consequence of this Agreement, the Revolving Commitments of such Lender or the Loans made by, or participations in Letters of Credit or Loans held by, such Lender, or the Letters of Credit issued by such Issuing Bank, to a level below that which such Lender or such Issuing Bank or such Lender's or such Issuing Bank's holding company could have achieved but for such Change in Law (taking into consideration such Lender's or such Issuing Bank's policies and the policies of such Lender's or such Issuing Bank's holding company with respect to capital adequacy or liquidity), then, from time to time upon request of such Lender or such Issuing Bank, the applicable Borrower(s) will pay to such Lender or such Issuing Bank, as the case may be, such additional amount or amounts as will compensate such Lender or such Issuing Bank or such Lender's or such Issuing Bank's holding company for any such reduction suffered.

(c) A certificate of a Lender or an Issuing Bank setting forth the amount or amounts necessary to compensate such Lender or such Issuing Bank or its holding company, as the case may be, as specified in paragraph (a) or (b) of this Section delivered to the Borrower Representative shall be conclusive absent manifest error. The applicable Borrower(s) shall pay such Lender or such Issuing Bank, as the case may be, the amount shown as due on any such certificate within 10 days after receipt thereof.

(d) Failure or delay on the part of any Lender or any Issuing Bank to demand compensation pursuant to this Section shall not constitute a waiver of such Lender's or such Issuing Bank's right to demand such compensation; provided that the Borrowers shall not be required to compensate a Lender or an Issuing Bank pursuant to this Section for any increased costs or expenses incurred or reductions suffered more than 270 days prior to the date that such Lender or such Issuing Bank, as the case may be, notifies the Borrower Representative of the Change in Law giving rise to such increased costs or expenses or reductions and of such Lender's or such Issuing Bank's intention to claim compensation therefor; provided further that, if the Change in Law giving rise to such increased costs or expenses or reductions is retroactive, then the 270-day period referred to above shall be extended to include the period of retroactive effect thereof.

(e) Notwithstanding the above, a Lender will not be entitled to demand compensation for any increased cost or reduction set forth in this Section 2.15 at any time if it is not the general practice and policy of such Lender to demand such compensation from similarly situated borrowers in similar circumstances under agreements containing provisions permitting such compensation to be claimed at such time.

SECTION 2.16 Break Funding Payments. In the event of (a) the payment of any principal of any Eurodollar Loan other than on the last day of an Interest Period applicable thereto (including as a result of an Event of Default), (b) the conversion of any Eurodollar Loan or CDOR Rate Loan other than on the last day of the Interest Period applicable thereto, (c) the failure to borrow, convert, continue or prepay any Eurodollar Loan or CDOR Rate Loan on the date specified in any notice delivered pursuant hereto (regardless of whether such notice may be revoked under Section 2.11(d) and is revoked in accordance therewith), or (d) the assignment of any Eurodollar Loan or CDOR Rate Loan other than on the last day of the Interest Period applicable thereto as a result of a request by the Borrower Representative pursuant to Section 2.19, then, in any such event, the Borrowers shall compensate each Lender for the loss, cost and expense (excluding any loss of margin) attributable to such event. Such loss, cost or expense to any Lender shall be deemed to include an amount determined by such Lender to be the excess, if any, of (i) the amount of interest that would have accrued on the principal amount of such Loan had such event not occurred, at the Adjusted LIBO Rate or CDOR Rate that would have been applicable to such Loan (but not including the Applicable Rate applicable thereto), for the period from the date of such event to the last day of the then current Interest Period therefor (or, in the case of a failure to borrow, convert or continue, for the period

that would have been the Interest Period for such Loan), over (ii) the amount of interest that would accrue on such principal amount for such period at the interest rate such Lender would bid if it were to bid, at the commencement of such period, for dollar deposits of a comparable amount and period from other banks in the London interbank market or CDOR Rate market, as applicable. A certificate of any Lender delivered to the Borrower Representative and setting forth and explaining in reasonable detail any amount or amounts that such Lender is entitled to receive pursuant to this Section shall be conclusive absent manifest error. The applicable Borrower(s) shall pay such Lender the amount shown as due on any such certificate within 30 days after receipt thereof.

SECTION 2.17 Taxes.

(a) Payments Free of Taxes. Any and all payments by or on account of any obligation of any Loan Party under any Loan Document shall be made without deduction or withholding for any Taxes, except as required by applicable law. If any applicable law (as determined in the good faith discretion of an applicable withholding agent) requires the deduction or withholding of any Tax from any such payment by any applicable withholding agent, then the applicable withholding agent shall be entitled to make such deduction or withholding and shall timely pay the full amount deducted or withheld to the relevant Governmental Authority in accordance with applicable law and, if such Tax is an Indemnified Tax, then the sum payable by the applicable Loan Party shall be increased as necessary so that after such deduction or withholding has been made (including such deductions and withholdings applicable to additional sums payable under this Section 2.17) the applicable Lender (or, in the case of payments made to any Administrative Agent for its own account, such Administrative Agent) receives an amount equal to the sum it would have received had no such deduction or withholding been made.

(b) Payment of Other Taxes by the Loan Parties. The Loan Parties shall timely pay to the relevant Governmental Authority in accordance with applicable law, or at the option of the Applicable Administrative Agent, timely reimburse it for the payment of, any Other Taxes.

(c) Evidence of Payment. As soon as practicable after any payment of Taxes by any Loan Party to a Governmental Authority pursuant to this Section 2.17, such Loan Party shall deliver to the Applicable Administrative Agent the original or a certified copy of a receipt issued by such Governmental Authority evidencing such payment, a copy of the return reporting such payment or other evidence of such payment reasonably satisfactory to the Applicable Administrative Agent.

(d) Indemnification by the Loan Parties. The applicable Loan Parties shall jointly and severally indemnify each Recipient, within 10 days after written demand therefor, for the full amount of any Indemnified Taxes (including Indemnified Taxes imposed or asserted on or attributable to amounts payable under this Section 2.17) payable or paid by such Recipient and any reasonable expenses arising therefrom or with respect thereto, whether or not such Indemnified Taxes were correctly or legally imposed or asserted by the relevant Governmental Authority. A certificate as to the amount of such payment or liability delivered to the Borrower Representative by a Lender (with a copy to the Applicable Administrative Agent), or by the Applicable Administrative Agent on its own behalf or on behalf of a Lender, shall be conclusive absent manifest error.

(e) Status of Recipients.

(i) Any Lender that is entitled to an exemption from or reduction of withholding Tax with respect to payments made under any Loan Document shall deliver to the Borrower Representative and the Applicable Administrative Agent, at the time or times reasonably requested by the Borrower Representative or the Applicable Administrative Agent, such properly completed and executed documentation reasonably requested by the Borrower Representative or the

Applicable Administrative Agent as will permit such payments to be made without withholding or at a reduced rate of withholding. In addition, any Lender, if reasonably requested by the Borrower Representative or the Applicable Administrative Agent, shall deliver such other documentation prescribed by applicable law or reasonably requested by the Borrower Representative or the Applicable Administrative Agent as will enable the Borrower Representative or the Applicable Administrative Agent to determine whether or not such Lender is subject to backup withholding or information reporting requirements. Notwithstanding anything to the contrary in the preceding two sentences, the completion, execution and submission of such documentation (other than such documentation set forth in Section 2.17(e)(ii)(A), (ii)(B) and (ii)(D) below) shall not be required if in the Lender's reasonable judgment such completion, execution or submission would subject such Lender to any material unreimbursed cost or expense or would materially prejudice the legal or commercial position of such Lender.

(ii) Without limiting the generality of the foregoing:

(A) any Lender to a U.S. Borrower that is a U.S. Person shall deliver to the Borrower Representative and the Applicable Administrative Agent on or prior to the date on which such Lender becomes a Lender under this Agreement (and from time to time thereafter upon the reasonable request of the Borrower Representative or the Administrative Agent), two executed originals of IRS Form W-9 certifying that such Lender is exempt from U.S. federal backup withholding;

(B) any Foreign Lender to a U.S. Borrower shall deliver to the Borrower Representative and the Applicable Administrative Agent on or prior to the date on which such Foreign Lender becomes a Lender under this Agreement (and from time to time thereafter upon the reasonable request of the Borrower Representative or the Administrative Agent), whichever of the following is applicable (in such number of copies as shall be requested by the recipient):

(1) executed originals of IRS Form W-8BEN or W-8BEN-E (or any successor forms) in the case of a Foreign Lender claiming eligibility for the benefits of an income tax treaty to which the United States is a party;

(2) executed originals of IRS Form W-8ECI (or any successor forms);

(3) in the case of a Foreign Lender claiming the benefits of the exemption for portfolio interest under Section 881(c) of the Code, (x) a certificate substantially in the form of Exhibit I to the effect that such Foreign Lender is not a "bank" within the meaning of Section 881(c)(3)(A) of the Code, a "10 percent shareholder" of any U.S. Borrower within the meaning of Section 881(c)(3)(B) of the Code, or a "controlled foreign corporation" related to any Borrower described in Section 881(c)(3)(C) of the Code and that no payments in connection with any Loan Document are effectively connected with the Foreign Lender's conduct of a U.S. trade or business (a "U.S. Tax Compliance Certificate") and (y) executed originals of IRS Form W-8BEN or W-8BEN-E (or any successor forms); or

(4) to the extent a Foreign Lender is not the beneficial owner (for example, where the Foreign Lender is a partnership or a participating Lender), executed originals of IRS Form W-8IMY (or any successor forms), accompanied by IRS Form W-8ECI, IRS Form W-8BEN or W-8BEN-E, a U.S. Tax Compliance Certificate substantially in the form of Exhibit I, IRS Form W-9, and/or other certification documents from each beneficial owner, as applicable; provided that if the Foreign Lender is a partnership (and not a

participating Lender) and one or more direct or indirect partners of such Foreign Lender are claiming the portfolio interest exemption, such Foreign Lender may provide a U.S. Tax Compliance Certificate substantially in the form of Exhibit I on behalf of each such direct and indirect partner;

(C) any Foreign Lender to a U.S. Borrower shall deliver to the Borrower Representative and the Applicable Administrative Agent (in such number of copies as shall be requested by the recipient) on or prior to the date on which such Foreign Lender becomes a Lender under this Agreement (and from time to time thereafter upon the reasonable request of the Borrower Representative or the Applicable Administrative Agent), executed originals of any other form prescribed by applicable law as a basis for claiming exemption from or a reduction in U.S. federal withholding Tax, duly completed, together with such supplementary documentation as may be prescribed by applicable law to permit the Borrower Representative or the Applicable Administrative Agent to determine the withholding or deduction required to be made; and

(D) if a payment made to a Recipient under any Loan Document would be subject to U.S. federal withholding Tax imposed by FATCA if such Recipient were to fail to comply with the applicable reporting requirements of FATCA (including those contained in Section 1471(b) or 1472(b) of the Code, as applicable), such Recipient shall deliver to the Borrower Representative and the Administrative Agents at the time or times prescribed by law and at such time or times reasonably requested by the Borrower Representative or the Administrative Agents such documentation prescribed by applicable law (including as prescribed by Section 1471(b)(3)(C)(i) of the Code) and such additional documentation reasonably requested by the Borrower Representative or the Administrative Agents as may be necessary for the Borrower Representative and the Administrative Agents to comply with their obligations under FATCA, to determine whether such Recipient has complied with such Recipient's obligations under FATCA and to determine, if any, the amount to deduct and withhold from such payment. Solely for purposes of this clause (D), "FATCA" shall include any amendments made to FATCA after the Effective Date.

(E) Any Lender to the Canadian Borrower shall deliver to the Canadian Borrower and the Canadian Administrative Agent on or prior to the date on which such Lender becomes a Lender under this Agreement (and from time to time thereafter upon the reasonable request of the Canadian Borrower or the Canadian Administrative Agent), (1) two executed originals of IRS Form W-9 certifying that such Lender is exempt from U.S. federal backup withholding or (2) two executed originals of an applicable IRS Form W-8 certifying such Lender's non-U.S. status.

(F) Each Agent that is a U.S. Person, on or before the date on which it (and any successor or replacement Administrative Agent) becomes the Administrative Agent hereunder, shall deliver to the Borrower Representative and the Administrative Agents two executed copies of either (i) IRS Form W-9, or (ii) IRS Form W-8ECI (with respect to any payments to be received on its own behalf) and IRS Form W-8IMY (for all other payments), establishing that the Borrower can make payments to the Administrative Agent without deduction or withholding of any Taxes imposed by the United States, including Taxes imposed under FATCA.

Each Recipient agrees that if any form or certification it previously delivered (including any specific documentation required in this Section 2.17(e) expires or becomes obsolete or inaccurate in any respect, it shall deliver promptly to the Borrower Representative or the Applicable Administrative Agent updated or other appropriate documentation (including any new documentation reasonably request by the Borrower or the Applicable Administrative Agent) or promptly notify the Borrower Representative and the Applicable Administrative Agent in writing of its legal ineligibility to do so.

Each Lender hereby authorizes the Applicable Administrative Agent to deliver to the Loan Parties and to any other successor Applicable Administrative Agent any documentation provided by such Lender pursuant to this Section 2.17(e).

Notwithstanding any other provision of this Section 2.17(e), a Lender shall not be required to deliver any documentation that such Lender is not legally eligible to deliver.

(f) Treatment of Certain Refunds. If any Recipient determines, in its sole discretion exercised in good faith, that it has received a refund of any Indemnified Taxes as to which it has been indemnified pursuant to this Section 2.17 (including by the payment of additional amounts pursuant to this Section 2.17), it shall pay to the indemnifying party an amount equal to such refund (but only to the extent of indemnity payments made under this Section 2.17 with respect to the Taxes giving rise to such refund), net of all out-of-pocket expenses (including Taxes) of such indemnified party and without interest (other than any interest paid by the relevant Governmental Authority with respect to such refund). Such indemnifying party, upon the request of such indemnified party, shall repay to such indemnified party the amount paid over pursuant to this Section 2.17 (plus any penalties, interest or other charges imposed by the relevant Governmental Authority) in the event that such indemnified party is required to repay such refund to such Governmental Authority. Notwithstanding anything to the contrary in this Section 2.17, in no event will the indemnified party be required to pay any amount to an indemnifying party pursuant to this Section 2.17 the payment of which would place the indemnified party in a less favorable net after-Tax position than the indemnified party would have been in if the Tax subject to indemnification and giving rise to such refund had not been deducted, withheld or otherwise imposed and the indemnification payments or additional amounts with respect to such Tax had never been paid. This Section 2.17 shall not be construed to require any indemnified party to make available its Tax returns (or any other information relating to its Taxes that it deems confidential) to any Loan Party or any other Person.

(g) Defined Terms. For the avoidance of doubt, for purposes of this Section 2.17, the term “Lender” includes any Issuing Bank and any Swingline Lender and the term “applicable law” includes FATCA.

(h) For purposes of FATCA, from and after the Effective Date, the Loan Parties and the Administrative Agents shall treat (and the Lenders hereby authorize the Administrative Agents to treat) this Agreement and any Loans made hereunder (including any Loans already outstanding) as not qualifying as “grandfathered obligations” within the meaning of Treasury Regulation Section 1.1471-2(b)(2)(i).

SECTION 2.18 Payments Generally; Allocation of Proceeds; Sharing of Set-offs.

(a) The Borrowers shall make each payment required to be made by them hereunder or under any other Loan Document on or prior to the time expressly required hereunder or under such other Loan Document for such payment or, if no such time is expressly required, on or prior to 2:00 p.m., New York City time, on the date when due, in immediately available funds, without any defense, setoff, recoupment or counterclaim. All payments (i) in respect of any Loan (and interest thereon) shall be made in the same currency in which such Loan was made and (ii) in respect of all fees, in respect of reimbursement of LC Disbursements and in respect of any other amounts payable hereunder or under other Loan Documents shall be paid in Dollars. All such payments in respect of Revolving Loans and LC Exposure under any Facility shall be made and allocated, pro rata in accordance with the respective unpaid principal amounts of such Loans and the LC Exposure of each Lender under such Facility. Any amounts received after such time on any date may, in the discretion of the Administrative Agent, be deemed to have been received on the next succeeding Business Day for purposes of calculating interest thereon. All such payments shall be made to the Administrative Agent at its offices at 10 South Dearborn Street, 22nd Floor, Chicago, Illinois, except that (i) payments required to be made directly to an Issuing Bank or the Swingline Lender shall be so made

and except that payments pursuant to Sections 2.15, 2.16, 2.17 and 9.03 shall be made directly to the Persons entitled thereto and payments pursuant to other Loan Documents shall be made to the Persons specified therein and (ii) payments of Canadian Loans and LC Disbursements or fronting fees that are payable to any Canadian Issuing Bank, shall be made to the Canadian Administrative Agent at its offices at Suite 4500, 66 Wellington St., W. Toronto, ON M5K 1A1 Canada. The Applicable Administrative Agent shall distribute any such payment received by it for the account of any other Person to the appropriate recipient promptly following receipt thereof. If any payment hereunder or under any other Loan Document shall be due on a day that is not a Business Day, the date for payment shall be extended to the next succeeding Business Day and, in the case of any payment accruing interest, interest thereon shall be payable for the period of such extension.

(b) (i) Any proceeds of Collateral received by the Administrative Agent (i) not constituting (A) a specific payment of principal, interest, fees or other sum payable under the Loan Documents (which shall be applied as specified by the Borrower Representative), (B) a mandatory prepayment (which shall be applied in accordance with Section 2.11) or (C) amounts to be applied from a Concentration Account (which shall be applied in accordance with Section 2.10(b)) or (ii) after an Event of Default has occurred and is continuing and the Administrative Agent so elects or the Required Lenders so direct, shall be applied ratably first, to permanently reduce the fees, interest and principal in respect of the Prepetition Lender Obligations then outstanding (if any) constituting fees, interest and principal in accordance with Section 2.18(b) of the Prepetition Credit Agreement, until paid in full in cash, second to permanently reduce the other Prepetition Lender Obligations then outstanding (if any) in accordance with Section 2.18(b) of the Prepetition Credit Agreement until paid in full in cash, third, to pay any fees, indemnities, or expense reimbursements then due to the Administrative Agent, the Canadian Administrative Agent and each Issuing Bank from the Borrowers (other than in connection with Banking Services or Swap Obligations); fourth, to pay any fees or expense reimbursements then due to the Lenders from the Borrowers (other than in connection with Banking Services or Swap Obligations); fifth, to pay interest due in respect of the Protective Advances and Overadvances; sixth, to pay the principal of the Protective Advances and Overadvances; seventh, to pay interest then due and payable on the Loans (other than the Protective Advances and Overadvances) ratably; eighth, to prepay principal on the Loans (other than the Protective Advances and Overadvances) and unreimbursed LC Disbursements ratably; ninth, to deposit in the U.S. LC Collateral Account and the Canadian LC Collateral Account cash collateral (in accordance with 2.06(j)); tenth, to payment of any amounts owing with respect to Banking Services (other than supply chain financing) and Swap Obligations; eleventh, to the payment of any other Secured Obligations due to any Lender Party by the Borrowers; twelfth, to the payment of amounts owing with respect to Banking Services comprising supply chain financing and thirteenth any excess to be returned to Borrower Representative to be used in accordance with the Approved Budget. Notwithstanding anything to the contrary contained in this Agreement, unless so directed by the Borrower Representative, or unless a Default is in existence, no Agent nor any Lender shall apply any payment which it receives to any Eurodollar Loan or ABR Loan, except (a) on the expiration date of the Interest Period applicable to such Eurodollar Loan or ABR Loan or (b) in the event, and only to the extent, that there are no outstanding ABR Loans or Canadian Prime Rate Loans, respectively and, in any such event, the applicable Borrower(s) shall pay the break funding payment required in accordance with Section 2.16.

(c) All payments of principal, interest, LC Disbursements, fees, reimbursable expenses (including, without limitation, all reimbursements of fees and expenses pursuant to Section 9.03) and other sums payable under the Loan Documents or in respect of the Prepetition Lender Obligations may be paid from the proceeds of Borrowings made hereunder, whether made following a request by the Borrower Representative pursuant to Section 2.03 or a deemed request as provided in this Section or may be deducted from any deposit account of any Borrower maintained with the Administrative Agent. Each Borrower hereby irrevocably authorizes (i) the Applicable Administrative Agent to request a Borrowing on its behalf for the purpose of paying each payment referred to in the preceding sentence and agrees that all such

amounts charged shall constitute Loans (including Swingline Loans and Overadvances, but such a Borrowing may only constitute a Protective Advance if it is to reimburse costs, fees and expenses pursuant to Section 9.03) and that all such Borrowings shall be deemed to have been requested pursuant to Section 2.03, 2.04 or 2.05, as applicable, and (ii) the Applicable Administrative Agent to charge any deposit account of any Borrower (other than, so long as no Event of Default shall have occurred or be continuing, any Excluded Account; provided that in no event shall this clause (ii) permit any payroll, trust or tax account to be charged) maintained with the Administrative Agent for each payment of principal, interest, fees or any other amount due under the Loan Documents or in respect of the Prepetition Lender Obligations referred to in the previous sentence.

(d) If any Lender under any Facility shall, by exercising any right of set-off or counterclaim or otherwise, obtain payment in respect of any principal of or interest on any of its Loans or participations in LC Disbursements, Swingline Loans, Protective Advances or Overadvances under such Facility resulting in such Lender receiving payment of a greater proportion of the aggregate amount of its Loans and participations in LC Disbursements, Swingline Loans, Protective Advances or Overadvances and accrued interest thereon under such Facility than the proportion received by any other Lender under such Facility, then the Lender receiving such greater proportion shall notify the Applicable Administrative Agent of such fact and shall purchase (for cash at face value) participations in the Loans and participations in LC Disbursements, Swingline Loans, Protective Advances and Overadvances of other Lenders under such Facility to the extent necessary so that the amount of all such payments shall be shared by the Lenders under such Facility ratably in accordance with the aggregate amounts of principal of and accrued interest on their respective Loans and participations in LC Disbursements, Swingline Loans, Protective Advances and Overadvances under such Facility; provided that (i) if any such participations are purchased and all or any portion of the payment giving rise thereto is recovered, such participations shall be rescinded and the purchase price restored to the extent of such recovery, without interest and (ii) the provisions of this paragraph shall not be construed to apply to any payment made by the Borrowers pursuant to and in accordance with the express terms of this Agreement (for the avoidance of doubt, as in effect from time to time) or any payment obtained by a Lender as consideration for the assignment of or sale of a participation in any of its Loans or participations in LC Disbursements, Swingline Loans, Protective Advances or Overadvances to any Person that is an Eligible Assignee (as such term is defined from time to time). Each Borrower consents to the foregoing and agrees, to the extent it may effectively do so under applicable law, that any Lender acquiring a participation pursuant to the foregoing arrangements may exercise against such Borrower rights of set-off and counterclaim with respect to such participation as fully as if such Lender were a direct creditor of such Borrower in the amount of such participation. For purposes of subclause (b)(i) of the definition of Excluded Taxes, a Lender that acquires a participation pursuant to this Section 2.18(d) shall be treated as having acquired such participation on the earlier date(s) on which such Lender acquired the applicable interest(s) in the Commitment(s) and/or Loan(s) to which such participation relates.

(e) Unless the Applicable Administrative Agent shall have received notice from the Borrower Representative prior to the date on which any payment is due to the Applicable Administrative Agent for the account of any of the Lenders or the Issuing Banks hereunder that the applicable Borrower(s) will not make such payment, the Applicable Administrative Agent may assume that the applicable Borrower(s) have made such payment on such date in accordance herewith and may, in reliance upon such assumption, distribute to the applicable Lenders or Issuing Banks, as the case may be, the amount due. In such event, if the applicable Borrower(s) have not in fact made such payment, then each of the Lenders or Issuing Banks, as the case may be, severally agrees to repay to the Applicable Administrative Agent forthwith on demand the amount so distributed to such Lender or Issuing Bank with interest thereon, for each day from and including the date such amount is distributed to it to but excluding the date of payment to each Applicable Administrative Agent, at the greater of the Federal Funds Effective Rate and a rate determined by each Applicable Administrative Agent in accordance with banking industry rules on interbank compensation.

(f) If any Lender shall fail to make any payment required to be made by it hereunder to or for the account of the Applicable Administrative Agent, then the Applicable Administrative Agent may, in its discretion (notwithstanding any contrary provision hereof), (i) apply any amounts thereafter received by the Applicable Administrative Agent for the account of such Lender to satisfy such Lender's obligations in respect of such payment until all such unsatisfied obligations have been discharged and/or (ii) hold any such amounts in a segregated account as cash collateral for, and apply any such amounts to, any future payment obligations of such Lender hereunder to or for the account of the Applicable Administrative Agent.

SECTION 2.19 Mitigation Obligations: Replacement of Lenders.

(a) If any Lender requests compensation under Section 2.15, or if any Borrower is required to pay any Indemnified Taxes or additional amounts to any Lender or to any Governmental Authority for the account of any Lender pursuant to Section 2.17, then such Lender shall use reasonable efforts to designate a different lending office for funding or booking its Loans hereunder or to assign and delegate its rights and obligations hereunder to another of its offices, branches or Affiliates, if, in the judgment of such Lender, such designation or assignment and delegation (i) would eliminate or reduce amounts payable pursuant to Section 2.15 or 2.17, as the case may be, in the future and (ii) would not subject such Lender to any unreimbursed cost or expense and would not otherwise be disadvantageous to such Lender. The applicable Borrower(s) hereby agree to pay all reasonable costs and expenses incurred by any Lender in connection with any such designation or assignment and delegation.

(b) If any Lender requests compensation under Section 2.15, or if any Borrower is required to pay any Indemnified Taxes or additional amounts to any Lender or any Governmental Authority for the account of any Lender pursuant to Section 2.17, or if any Lender becomes a Defaulting Lender, then the Borrower Representative may, at the sole expense and effort of the applicable Borrower(s), upon notice to such Lender and the Administrative Agent by the Borrower Representative, require such Lender to assign and delegate, without recourse (in accordance with and subject to the restrictions contained in Section 9.04), all its interests, rights (other than its existing rights to payments pursuant to Section 2.15 or 2.17) and obligations under this Agreement and the other Loan Documents to an Eligible Assignee that shall assume such obligations (which Eligible Assignee may be another Lender, if a Lender accepts such assignment and delegation); provided that (i) the Borrower Representative shall have received the prior written consent of the Administrative Agent, each Issuing Bank and each Swingline Lender, which consents shall not unreasonably be withheld, (ii) such Lender shall have received payment of an amount equal to the outstanding principal of its Loans and participations in LC Disbursements, Swingline Loans, Protective Advances and Overadvances, accrued interest thereon, accrued fees and all other amounts payable to it hereunder, from the assignee (to the extent of such outstanding principal and accrued interest and fees) or the applicable Borrower(s) (in the case of all other amounts), (iii) in the case of any such assignment and delegation resulting from a claim for compensation under Section 2.15 or payments required to be made pursuant to Section 2.17, such assignment will result in a reduction in such compensation or payments and (iv) such assignment and delegation does not conflict with applicable law. A Lender shall not be required to make any such assignment and delegation if, prior thereto, as a result of a waiver by such Lender or otherwise, the circumstances entitling the applicable Borrower(s) to require such assignment and delegation have ceased to apply. Each party hereto agrees that an assignment and delegation required pursuant to this paragraph may be effected pursuant to an Assignment and Assumption executed by the Borrower Representative, the Administrative Agent and the assignee (subject to any required consents referred to above) and that the Lender required to make such assignment and delegation need not be a party thereto.

SECTION 2.20 Defaulting Lenders. Notwithstanding any provision of this Agreement to the contrary, if any Lender becomes a Defaulting Lender, then the following provisions shall apply for so long as such Lender is a Defaulting Lender under any Facility:

(a) commitment fees shall cease to accrue on the unused portion of the Revolving Commitment of such Defaulting Lender of such Facility pursuant to Section 2.12(a);

(b) the Revolving Commitment and Credit Exposure of such Defaulting Lender shall not be included in determining whether all Lenders or all affected Lenders or the Required Lenders have taken or may take any action hereunder (including any consent to any amendment, waiver or modification pursuant to Section 9.02); provided that any waiver, amendment or modification requiring the consent of all Lenders or each affected Lender which affects such Defaulting Lender differently than other affected Lenders shall require the consent of such Defaulting Lender;

(c) if any Swingline Exposure, LC Exposure, Protective Advance Exposure and Overadvance Exposure exists under any Facility under which such Lender has a Revolving Commitment at the time such Lender becomes a Defaulting Lender, then:

(i) such Defaulting Lender's Swingline Exposure (other than any portion thereof with respect to which such Defaulting Lender shall have funded its participation as contemplated by Section 2.05(c)), LC Exposure (other than any portion thereof attributable to unreimbursed LC Disbursements with respect to which such Defaulting Lender shall have funded its participation as contemplated by Section 2.06(d)), Protective Advance Exposure (other than any portion thereof with respect to which such Defaulting Lender shall have funded its participation as contemplated by Section 2.04(b)) and Overadvance Exposure (other than any portion thereof with respect to which such Defaulting Lender shall have funded its participation as contemplated by Section 2.05(c)) under such Facility shall be reallocated among the non-Defaulting Lenders under such Facility in accordance with their respective Applicable Percentages, but only to the extent the sum of all non-Defaulting Lenders' Revolving Exposures under such Facility plus such Defaulting Lender's Swingline Exposures under such Facility, LC Exposure under such Facility, Protective Advance Exposure under such Facility and Overadvance Exposure under such Facility does not exceed the total of all non-Defaulting Lenders' Revolving Commitments under such Facility;

(ii) if the reallocation described in clause (i) above cannot, or can only partially, be effected, the applicable Borrower(s) shall within one (1) Business Day following notice by the Administrative Agent, without prejudice to any rights or remedies of the Borrowers against such Defaulting Lender, (A) first, prepay the portion of such Defaulting Lender's Overadvance Exposure under such Facility that has not been so reallocated, (B) second, prepay the portion of such Defaulting Lender's Protective Advance Exposure under such Facility that has not been so reallocated, (C) third, prepay the portion of such Defaulting Lender's Swingline Exposure under such Facility that has not been so reallocated and (D) fourth, cash collateralize such Defaulting Lender's LC Exposure under such Facility that has not been so reallocated in accordance with the procedures set forth in Section 2.06(j) for so long as such LC Exposure is outstanding;

(iii) if any Borrower cash collateralizes any portion of such Defaulting Lender's LC Exposure pursuant to clause (ii) above, the applicable Borrower(s) shall not be required to pay any letter of credit participation fees to such Defaulting Lender pursuant to Section 2.12(b) with respect to such Defaulting Lender's cash collateralized LC Exposure under such Facility during the period such Defaulting Lender's LC Exposure under such Facility is cash collateralized;

(iv) if any portion of the LC Exposure under such Facility of such Defaulting Lender is reallocated pursuant to clause (c)(i) above, then the fees payable to the Lenders pursuant to Section 2.12(b) shall be adjusted to give effect to such reallocation; or

(v) if any portion of such Defaulting Lender's LC Exposure under such Facility is neither cash collateralized nor reallocated pursuant to clause (c)(i) or (c)(ii) above, then, without prejudice to any rights or remedies of the applicable Issuing Bank or any Lender hereunder, all letter of credit participation fees payable under Section 2.12(b) with respect to such Defaulting Lender's LC Exposure under such Facility shall be payable to the Issuing Banks (and allocated among them ratably based on the amount of such Defaulting Lender's LC Exposure under such Facility attributable to Letters of Credit issued by each Issuing Bank) until such LC Exposure is cash collateralized and/or reallocated; and

(d) the Swingline Lender under such Facility shall not be required to fund any Swingline Loan and no Issuing Bank under such Facility shall be required to issue, amend, renew, extend or increase any Letter of Credit, in each case, unless it is satisfied that the related exposure will be 100% covered by the Revolving Commitments of the non-Defaulting Lenders under such Facility and/or cash collateral provided by the Borrowers in accordance with clause (c) of this Section, and participating interests in any such newly issued, amended, renewed, extended or increased Letter of Credit under such Facility or newly made Swingline Loan under such Facility shall be allocated among non-Defaulting Lenders in a manner consistent with clause (c)(i) of this Section (and Defaulting Lenders shall not participate therein).

In the event and on the date that each of the Administrative Agent, Parent, each of the Issuing Banks and each of the Swingline Lenders agrees that a Defaulting Lender has adequately remedied all matters that caused such Lender to be a Defaulting Lender, then the Swingline Exposure, LC Exposure, Protective Advance Exposure and Overadvance Exposure of the other Lenders shall be readjusted to reflect the inclusion of such Lender's Revolving Commitment under the applicable Facility and on such date such Lender shall purchase at par such of the Revolving Loans of the other Lenders under such Facility as the Administrative Agent shall determine may be necessary in order for such Lender to hold Revolving Loans under such Facility in accordance with its Applicable Percentage.

If (i) a Bankruptcy Event or a Bail-In Action with respect to a Lender Parent shall occur following the date hereof and for so long as such event shall continue or (ii) any Swingline Lender or any Issuing Bank has a good faith belief that any Lender has defaulted in fulfilling its obligations under one or more other agreements in which such Lender commits to extend credit, no Swingline Lender shall be required to fund any Swingline Loan and the Issuing Bank shall not be required to issue, amend or increase any Letter of Credit, unless the Swingline Lenders or the Issuing Bank, as the case may be, shall have entered into arrangements with the Borrower or such Lender, satisfactory to each Swingline Lender or the Issuing Bank, as the case may be, to defease any risk to it in respect of such Lender hereunder.

SECTION 2.21 **Returned Payments.** If after receipt of any payment which is applied to the payment of all or any part of the Obligations, any Lender Party is for any reason compelled to surrender such payment or proceeds to any Person because such payment or application of proceeds is invalidated, declared fraudulent, set aside or determined to be void or voidable as a preference, impermissible setoff, or a diversion of trust funds, or for any other reason, then the Obligations or part thereof intended to be satisfied shall be revived and continued and this Agreement and the other Loan Documents shall continue in full force as if such payment or proceeds had not been received by the Administrative Agent, such Issuing Bank or such Lender. The provisions of this Section shall be and remain effective notwithstanding any contrary action which may have been taken by the Administrative Agent, any Issuing Bank or any Lender in reliance upon such payment or application of proceeds. The provisions of this Section shall survive the termination of this Agreement.

SECTION 2.22 Super-Priority Nature of Obligations and Administrative Agent's Liens;
Payment of Obligations.

(a) The priority of Administrative Agent's Liens on the Collateral, claims and other interests shall be as set forth in the Interim Order, the Canadian Recognition Order (in the case of the Obligations of the Canadian Borrower, such claim shall be a valid, binding, continuing, enforceable, fully-perfected superpriority (subject only to the Canadian Administration Charge) senior priming charge, security interest in and lien upon all property of the Canadian Borrower, whether now existing or hereafter acquired (the "Canadian DIP Charge")) and the Final Order.

(b) Upon the maturity (whether by acceleration or otherwise) of any of the Secured Obligations, the Administrative Agent and Lenders shall be entitled to immediate payment of such Secured Obligations without further application to or order of the Court.

SECTION 2.23 Conversion to Exit Facility Agreement. Upon the satisfaction or waiver by the Administrative Agents and each Lender of each of the conditions precedent to the Conversion Date set forth in the section entitled "Conditions Precedent to Conversion Date" in the Exit Facility Term Sheet on or prior to the Maturity Date, automatically and without any further consent or action required by the Administrative Agents, any Lender, or any other Lender Party, (i) the Borrowers (or the entities assuming and/or acquiring directly or indirectly the operations and assets of the Borrowers in the Acceptable Plan, and each Loan Guarantor and each entity assuming the operations and assets of each Loan Guarantor that is a Debtor in the Acceptable Plan, to the extent such Person is required under the Exit Facility Term Sheet to continue to be a guarantor thereunder), shall assume all obligations in respect of the Revolving Commitments, Loans and Letters of Credit hereunder and all other monetary obligations in respect hereof, (ii) each Loan and Letter of Credit hereunder shall be continued as a Loan or Letter of Credit under the Exit Facility Agreement, (iii) each Lender hereunder shall be a Lender under the Exit Facility Agreement and (iv) this Agreement shall terminate and be superseded and replaced in its entirety by, and deemed amended and restated in its entirety in the form of, the Exit Facility Agreement (with such changes and insertions thereto, as are reasonably satisfactory to the Administrative Agents and the Borrower, incorporated as necessary to make any technical changes necessary to effectuate the intent of this Section 2.23), and each of the Revolving Commitments hereunder shall automatically be Revolving Commitments under the Exit Facility Agreement. Notwithstanding the foregoing, all obligations of the Borrowers and the Loan Guarantors to the Administrative Agents, the Issuing Banks and the Lenders under this Agreement and any other Loan Document which are expressly stated in this Agreement or such other Loan Document as surviving such agreement's termination shall, as so specified, survive without prejudice and remain in full force and effect. Each of the Loan Parties, the Administrative Agents, the Lenders and the Issuing Banks shall take such actions and execute and deliver such agreements, instruments or other documents as the Administrative Agents may reasonably request to give effect to the provisions of this Section 2.23 and as are required to complete the schedules to the Exit Facility Agreement or other agreements contemplated thereby; provided, however, that any such action by the Administrative Agent, any of the Lenders or the Issuing Banks shall not be a condition precedent to the effectiveness of the Exit Facility Agreement if and to the extent so provided in the Confirmation Order. Each Lender and Issuing Bank party hereto hereby agrees that, on the Conversion Date, the Administrative Agents may execute and deliver the security documents and intercreditor agreement contemplated by the Exit Facility Term Sheet.

ARTICLE III

Representations and Warranties

Each Loan Party represents and warrants to the Lenders as follows:

SECTION 3.01 Organization; Powers. Parent and each Subsidiary is duly organized, validly existing and (to the extent the concept is applicable in such jurisdiction and, in the case of any Subsidiary other than any Borrower, except where the failure to be so, individually or in the aggregate, would not reasonably be expected to result in a Material Adverse Effect) in good standing under the laws of the jurisdiction of its organization, has all requisite power and authority to, subject to the entry of the Interim Order and the Canadian Recognition Order (and Final Order, when applicable), carry on its business as now conducted and, except where the failure to do so, individually or in the aggregate, would not reasonably be expected to result in a Material Adverse Effect, is qualified to do business in, and is in good standing in, every jurisdiction where such qualification is required.

SECTION 3.02 Authorization; Enforceability; Benefit to Loan Parties.

(a) Subject to entry of the Interim Order and the Canadian Recognition Order (and Final Order, when applicable), the Transactions, insofar as they are to be carried out by each Loan Party, are within such Loan Party's corporate or other organizational powers and have been duly authorized by all necessary corporate or other organizational and, if required, shareholder or other equityholder action. Subject to entry of the Interim Order and the Canadian Recognition Order (and Final Order, when applicable), this Agreement has been duly executed and delivered by each Loan Party and constitutes, and each other Loan Document to which any Loan Party is to be a party, when executed and delivered by such Loan Party, will constitute, a legal, valid and binding obligation of such Loan Party, enforceable against it in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium or other laws affecting creditors' rights generally and to general principles of equity, regardless of whether considered in a proceeding in equity or at law.

(b) Each Loan Party expects to derive benefit (and its board of directors or other governing body has determined that it may reasonably be expected to derive benefit), directly and indirectly, from (i) successful operations of each of the other Loan Parties and (ii) the credit extended by the Lenders to the Borrowers hereunder. Each Loan Party has determined that, subject to entry of the Interim Order and the Canadian Recognition Order (and Final Order, when applicable), the execution, delivery, and performance of this Agreement and any other Loan Documents to be executed by such Loan Party is within its purpose, will be of direct and indirect benefit to such Loan Party, and is in its best interest.

SECTION 3.03 Governmental Approvals; No Conflicts. Except for the entry of, and pursuant to the terms of, the Interim Order and the Canadian Recognition Order (and Final Order, when and as applicable), the Transactions (a) do not require any consent or approval of, registration or filing with, or any other action by, any Governmental Authority, except such as have been obtained or made and are (or will so be) in full force and effect, (b) will not violate any applicable law, including any order of any Governmental Authority, (c) will not violate the charter, bylaws or other organizational documents of Parent or any Subsidiary, (d) will not violate or result in a default under any indenture or agreement (including the Term Credit Agreement, the Senior Notes Indenture or other material instrument binding upon Parent or any Subsidiary or any of their assets), or give rise to a right thereunder to require any payment to be made by Parent or any Subsidiary, and (e) will not result in the creation or imposition of any Lien on any asset of Parent or any Subsidiary, except Liens created pursuant to the Loan Documents, Liens created in connection with the Term Credit Agreement or Liens created in connection with the Prepetition

Credit Agreement; in the case of clause (b) and (d) above, except for a violation or creation, as applicable, which would not reasonably be expected to result in a Material Adverse Effect.

SECTION 3.04 Financial Condition; No Material Adverse Effect.

(a) Parent has heretofore furnished to the Lenders (i) the audited consolidated balance sheets and related consolidated statements of operations, shareholders' equity and cash flows of Parent and its consolidated Subsidiaries as of and for the fiscal year ended February 1, 2020 audited by and accompanied by the unqualified opinion of Deloitte & Touche LLP, independent registered public accounting firm, and (ii) the unaudited consolidated balance sheets and related statements of operations, shareholders' equity and cash flows of the U.S. Borrower and its consolidated Subsidiaries as of and for the fiscal quarter ended May 2, 2020. Such financial statements (x) present fairly, in all material respects, the financial position and results of operations and cash flows of Parent and its consolidated Subsidiaries as of such dates and for such periods in accordance with GAAP, subject to year-end audit adjustments and the absence of footnotes in the case of the statements referred to in clause (ii) above and (y) comply in all material respects with the requirements of Regulation S-X under the Securities Act.

(b) [Reserved].

(c) Since the Effective Date, other than those customarily resulting from the commencement of the Cases and changes contemplated in Parent's business plan delivered to the Administrative Agent, there has been no event, development or circumstance that has had, or would reasonably be expected to have, a Material Adverse Effect on the business, assets, results of operations or financial condition of Parent and its subsidiaries, taken as a whole.

SECTION 3.05 Properties.

(a) Parent and each Subsidiary has good title to, or valid leasehold interests in, all its property material to its business, except for minor defects in title that do not materially interfere with its ability to conduct its business as currently conducted or to utilize such properties for their intended purposes and Liens expressly permitted by Section 6.02.

(b) Parent and each Subsidiary owns, or is licensed to use, all trademarks, service marks, tradenames, trade dress, copyrights, patents, industrial designs and other intellectual property material to its business, and the conduct of their respective businesses, including the use thereof, by Parent and the Subsidiaries does not infringe upon the rights of any other Person, except for any such failure to own or license or infringements that, individually or in the aggregate, would not reasonably be expected to result in a Material Adverse Effect.

SECTION 3.06 Litigation and Environmental Matters.

(a) Except for the Disclosed Matters and the Cases, there are no actions, suits or proceedings by or before any arbitrator or Governmental Authority pending against or, to the knowledge of Parent, threatened against or affecting Parent or any Subsidiary (i) as to which there is a reasonable possibility of an adverse determination and that, if adversely determined, would reasonably be expected, individually or in the aggregate, to result in a Material Adverse Effect or (ii) that involve any of the Loan Documents or the Transactions.

(b) Except for the Disclosed Matters or matters that, individually or in the aggregate, would not reasonably be expected to result in a Material Adverse Effect, neither Parent nor any Subsidiary (i) has failed to comply with any Environmental Law or to obtain, maintain or comply with any permit, license or

other approval required under any Environmental Law, (ii) has become subject to any Environmental Liability, (iii) has received written notice of any claim with respect to any Environmental Liability or (iv) knows of any basis for any Environmental Liability.

(c) Since the Effective Date, there has been no change in the status of the Disclosed Matters that, individually or in the aggregate, has resulted in a Material Adverse Effect.

SECTION 3.07 Compliance with Laws and Agreements.

(a) Parent and each Subsidiary is in compliance with all laws, including all orders of Governmental Authorities, applicable to it or its property and all indentures, agreements and other instruments binding upon it or its property, except (i) where the failure to do so, individually or in the aggregate, would not reasonably be expected to result in a Material Adverse Effect (it being agreed that this Section does not apply to any law which is specifically addressed in Section 3.06(b), 3.07(b), 3.08, 3.09, 3.10 or 3.14), (ii) any non-compliance arising solely as a result of the commencement of the Cases or (iii) to the extent subject to the Automatic Stay.

(b) Parent has implemented and maintains in effect policies and procedures designed to ensure compliance in all material respects by Parent, its Subsidiaries and their respective directors, officers, employees and agents with Anti-Corruption Laws and applicable Sanctions, and Parent, its Subsidiaries and their respective officers and employees and to the knowledge of Parent its directors and agents, are in compliance with Anti-Corruption Laws and applicable Sanctions in all material respects. None of (a) Parent, any Subsidiary or, to the knowledge of Parent, any of their respective directors, officers or employees, or (b) to the knowledge of Parent, any agent of Parent or any Subsidiary that will act in any capacity in connection with or benefit from the credit facility established hereby, is a Sanctioned Person. No Borrowing, Letter of Credit use of proceeds or other transaction contemplated by this Agreement will violate Anti-Corruption Laws or applicable Sanctions.

SECTION 3.08 Investment Company Status, etc. No Loan Party is (a) an “investment company” as defined in, or subject to regulation under, the Investment Company Act of 1940 or (b) a “holding company” as defined in, or subject to regulation under, the Public Utility Holding Company Act of 1935.

SECTION 3.09 Taxes. Parent and each Subsidiary has timely filed or caused to be filed all Tax returns and reports required to have been filed and has paid or caused to be paid all Taxes required to have been paid by it (including in its capacity as withholding agent), except (a) any Taxes that are being contested in good faith by appropriate proceedings diligently conducted and for which Parent or such Subsidiary has set aside on its books reserves with respect thereto to the extent required by GAAP, (b) to the extent that the failure to do so would not, individually or in the aggregate, reasonably be expected to result in a Material Adverse Effect or (c) any Taxes the nonpayment of which is permitted or required by the Bankruptcy Code. There is no current or proposed tax assessment, deficiency or other claim against Parent or any of the Subsidiaries that would, individually or in the aggregate, reasonably be expected to result in a Material Adverse Effect. Each Loan Party and each of their respective Subsidiaries has withheld all material employee withholdings and has made all employer contributions to be withheld and made by it pursuant to applicable law on account of the Canadian Pension Plans and the Canada Benefit Plans, employment insurance and employee income taxes.

SECTION 3.10 ERISA; Labor Matters; Canadian Pension Plans and Canadian Benefit Plans.

(a) Except as could not reasonably be expected, individually or in the aggregate, to result in a Material Adverse Effect, (i) no ERISA Event has occurred or is reasonably expected to occur, (ii) neither

any Loan Party nor any ERISA Affiliate has engaged in a transaction that could be subject to Section 4069 or 4212(c) of ERISA and (iii) on the Effective Date, the present value of all accumulated benefit obligations under each Plan that is subject to Title IV of ERISA (based on the assumptions used for purposes of Statement of Accounting Standards Topic No. 715) did not, as of the date of the most recent financial statements reflecting such amounts, exceed the fair value of the assets of such Plan, and the present value of all accumulated benefit obligations of all underfunded Plans that are subject to Title IV of ERISA (based on the assumptions used for purposes of Statement of Accounting Standards Topic No. 715) did not, as of the date or dates of the most recent financial statements reflecting such amounts, exceed the fair value of the assets of all such underfunded Plans.

(b) Except as could not reasonably be expected, individually or in the aggregate, to result in a Material Adverse Effect, (i) there are no strikes, lockouts, slowdowns or any other labor disputes against Parent or any Subsidiary pending or, to the knowledge of Parent, threatened, (ii) the hours worked by and payments made to employees of Parent and the Subsidiaries have not been in violation of the Fair Labor Standards Act of 1938, the *Employee Standards Act* (Ontario) or any other applicable federal, state, provincial, territorial, local or foreign law dealing with such matters and (iii) all payments due from Parent or any Subsidiary, or for which any claim may be made against Parent or any Subsidiary, on account of wages and employee health and welfare insurance and other benefits, have been paid or accrued as a liability on the books of Parent or such Subsidiary to the extent required by GAAP. The consummation of the Transactions will not give rise to any right of termination or right of renegotiation on the part of any union under any collective bargaining agreement to which Parent or any Subsidiary is bound.

(c) Section 3.10(c) of the Disclosure Letter lists all Canadian Benefit Plans and Canadian Pension Plans currently maintained or contributed to by the Loan Parties and their Subsidiaries. As of the Closing Date, none of the Canadian Pension Plans are Canadian Defined Benefit Plans. The Canadian Pension Plans are duly registered under the ITA and all other applicable laws which require registration. Except as could not reasonably be expected, individually or in the aggregate, to result in a Material Adverse Effect, each Loan Party and each of their Subsidiaries has complied with and performed all of its obligations under and in respect of the Canadian Pension Plans and Canadian Benefit Plans under the terms thereof, any funding agreements and all applicable laws (including any fiduciary, funding, investment and administration obligations). All employer and employee payments, contributions or premiums to be remitted, paid to or in respect of each Canadian Pension Plan or Canadian Benefit Plan have been paid in a timely fashion in accordance with the terms thereof, any funding agreement and all applicable laws. Except as could not reasonably be expected, individually or in the aggregate, to result in a Material Adverse Effect, there have been no improper withdrawals or applications of the assets of the Canadian Pension Plans or the Canadian Benefit Plans. To the knowledge of the Loan Parties, no facts or circumstances have occurred or existed that could result, or be reasonably anticipated to result, in the declaration of a termination of any Canadian Pension Plan by any Governmental Authority under applicable laws. No promises of benefit improvements under the Canadian Pension Plans or the Canadian Benefit Plans have been made except where such improvement could not be reasonably expected to have a Material Adverse Effect and, in any event, no such improvements will result in a solvency deficiency or going concern unfunded liability in the affected Canadian Pension Plans. The pension fund under each Canadian Pension Plan is exempt from the payment of any income tax and there are no taxes, penalties or interest owing in respect of any such pension fund. All material reports and disclosures relating to the Canadian Pension Plans required by such plans and any Requirement of Law to be filed or distributed have been filed or distributed. Except as could not reasonably be expected, individually or in the aggregate, to result in a Material Adverse Effect, (i) no Canadian Benefit Plans provide for benefits beyond retirement or other termination of service to employees or former employees or to the beneficiaries or dependents of such employees, (ii) there are no outstanding disputes concerning the assets of the Canadian Pension Plans or the Canadian Benefit Plans, and (iii) each of the Canadian Pension Plans is fully funded on both a going concern and on a solvency basis (using

actuarial methods and assumptions which are consistent with the valuations last filed with the applicable Governmental Authorities and which are consistent with generally accepted actuarial principles).

SECTION 3.11 Disclosure. None of the reports, financial statements, certificates or other information furnished by or on behalf of Parent or any Subsidiary to the Administrative Agent, any Arranger or any Lender in connection with the negotiation of this Agreement or any other Loan Document or delivered hereunder or thereunder, taken as a whole (as modified or supplemented by other information so furnished) contains any material misstatement of fact or omits to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading; provided that, with respect to forecasts and projected financial information, the Loan Parties represent only that such information was prepared in good faith based upon assumptions believed by them to be reasonable at the time made and at the time so furnished and, if furnished prior to the Effective Date, as of the Effective Date.

SECTION 3.12 Subsidiaries and Joint Ventures. Section 3.12 of the Disclosure Letter sets forth, as of the Effective Date, the name, type of organization and jurisdiction of organization of, and the percentage of each class of Equity Interests owned by Parent or any Subsidiary in, (a) each Subsidiary and (b) each joint venture in which Parent or any Subsidiary owns any Equity Interests, and identifies each Designated Subsidiary. All the issued and outstanding Equity Interests in each Subsidiary owned by any Loan Party have been (to the extent such concepts are relevant with respect to such Equity Interests) duly authorized and validly issued and are fully paid and non-assessable (except as such rights may arise under mandatory provisions of applicable statutory law that may not be waived and not as a result of any rights contained in organizational documents). Except as set forth in Section 3.12 of the Disclosure Letter, as of the Effective Date, there is no existing option, warrant, call, right, commitment or other agreement to which Parent or any Subsidiary is a party requiring, and there are no Equity Interests in any Subsidiary outstanding that upon exercise, conversion or exchange would require, the issuance by any Subsidiary of any additional Equity Interests or other securities exercisable for, convertible into, exchangeable for or evidencing the right to subscribe for or purchase any Equity Interests in any Subsidiary.

SECTION 3.13 Insurance. Section 3.13 of the Disclosure Letter sets forth a description of all insurance maintained by or on behalf of Parent and the Subsidiaries as of the Effective Date. As of the Effective Date, all premiums due and payable in respect of such insurance have been paid. Parent believes that the insurance maintained by or on behalf of Parent and the Subsidiaries is adequate.

SECTION 3.14 Federal Reserve Regulations. Neither Parent nor any Subsidiary is principally, or as one of its important activities, in the business of extending credit for the purpose of purchasing or carrying margin stock (within the meaning of Regulation U of the Board of Governors), or extending credit for the purpose of purchasing or carrying margin stock. No part of the proceeds of any Loan or any Letter of Credit will be used, whether directly or indirectly, and whether immediately, incidentally or ultimately, in any manner or for any purpose that would entail a violation of Regulations T, U or X of the Board of Governors.

SECTION 3.15 Reserved.

SECTION 3.16 Collateral Matters.

(a) Subject to the entry of the Interim Order and the Canadian Recognition Order, upon the entry of, and subject to, the Interim Order and the Canadian Recognition Order (and, when entered, the Final Order) and subject to the Carve-Out in all respects, the Security Agreements and the Interim Order and the Canadian Recognition Order (and, when entered, the Final Order) are effective to create in favor of the Administrative Agent

(for the benefit of the Lender Parties) legal, valid, enforceable and perfected Liens on the Collateral described therein (with such priority as provided for therein).

(b) Except for the entry of the Interim Order and the Canadian Recognition Order (and Final Order, when applicable), no filing or other action will be necessary to perfect such Liens.

(c) The Interim Order and the Canadian Recognition Order (and Final Order, when applicable) is (or will be, as applicable) effective to create in favor of the Administrative Agent, for the benefit of the Lender Parties, a legal, valid, binding and enforceable perfected Lien in the Collateral without the necessity of the execution of mortgages, security agreements, pledge agreements, financing statements or other agreements or documents except to the extent set forth in such Order.

SECTION 3.17 Use of Proceeds. The Borrowers will use the proceeds of the Loans and will request the issuance of Letters of Credit only for purposes set forth in Section 5.11.

SECTION 3.18 Credit Card Agreements. Section 3.18 of the Disclosure Letter (as updated from time to time as permitted by Section 5.16) sets forth a list of all Credit Card Agreements to which any Loan Party is a party. A true and complete copy of each Credit Card Agreement listed on Section 3.18 of the Disclosure Letter has been delivered to the Administrative Agent, together with all material amendments, waivers and other modifications thereto. All such Credit Card Agreements are in full force and effect, currently binding upon each Loan Party that is a party thereto and, to the knowledge of the Loan Parties, binding upon other parties thereto in accordance with their terms. The Loan Parties are in compliance in all material respects with each such Credit Card Agreement.

SECTION 3.19 Approved Budget. As of the Effective Date, the Borrowers have furnished to the Administrative Agent the initial Approved Budget. Each Approved Budget was prepared in good faith based upon assumptions the Borrowers believed to be reasonable assumptions on the date of delivery of such Approved Budget.

SECTION 3.20 Chapter 11 Cases.

(a) The Cases were commenced on the Petition Date in each case in accordance with applicable laws and proper notice thereof was given for (i) the motion seeking approval of the Loan Documents and the Interim Order, the Canadian Recognition Order and the Final Order, and (ii) the hearing for the entry of the Interim Order and the Canadian Recognition Order. The Debtors shall give, on a timely basis as specified in the Interim Order, the Canadian Recognition Order or the Final Order, as applicable, all notices required to be given to all parties specified in such orders, as applicable.

(b) After the entry of the Interim Order, and pursuant to and to the extent permitted in the Interim Order and the Final Order, the Obligations will constitute allowed administrative expense claims in the Cases having priority over all administrative expense claims and unsecured claims against the Debtors now existing or hereafter arising, of any kind whatsoever, including all administrative expense claims of the kind specified in Sections 105, 326, 330, 331, 503(b), 506(c), 507(a), 507(b), 546(c), 726, 1114 or any other provision of the Bankruptcy Code or otherwise, as provided under Section 364(c)(1) of the Bankruptcy Code, subject to (i) the Carve-Out and (ii) the priorities set forth in the Interim Order or Final Order, as applicable.

(c) After the entry of the Interim Order and the Canadian Recognition Order and pursuant to and to the extent provided in the Interim Order, the Canadian Recognition Order and the Final Order, the Obligations will be secured by a valid and perfected first priority Lien on all of the Collateral subject, as to priority, only to (i) the Carve-Out, (ii) the Liens pursuant to Section 6.02(i), subject to the terms of such Section 6.02(i), (iii) the Canadian Administration Charge and (iv) to the extent set forth in the Interim Order or the Final Order.

(d) The Interim Order (with respect to the period on and after entry of the Interim Order and prior to entry of the Final Order), the Final Order (with respect to the period on and after entry of the Final Order) and the Canadian Recognition Order have not been vacated, or, without the Administrative Agent's consent, modified or amended. The Loan Parties are in compliance in all material respects with the applicable Order and the Canadian Recognition Order.

(e) Notwithstanding the provisions of Section 362 of the Bankruptcy Code, and subject to the applicable provisions of the Final Order, as the case may be, upon the Maturity Date (whether by acceleration or otherwise) of any of the Obligations, to the extent the Conversion Date has not occurred, the Administrative Agent and Lenders shall, subject to the Remedies Notice Period, be entitled to immediate payment of such Obligations and to enforce the remedies provided for hereunder or under applicable laws, without further notice, motion or application to, hearing before, or order from, the Court.

ARTICLE IV

Conditions to Effectiveness of Agreement

SECTION 4.01 Effective Date. The effectiveness of this Agreement is subject to the satisfaction or waiver of the following conditions precedent:

(a) Credit Agreement. The Administrative Agent (or its counsel) shall have received from each party hereto either (i) a counterpart of this Agreement signed on behalf of such party or (ii) evidence satisfactory to the Administrative Agent (which may include PDF or electronic transmission of a signed signature page of this Agreement acceptable to the Administrative Agent in its sole discretion) that such party has signed a counterpart of this Agreement.

(b) Reserved.

(c) Organization and Good Standing Documents. The Administrative Agent shall have received such documents and certificates as the Administrative Agent may reasonably request relating to the organization, existence and good standing (or equivalent) of each Loan Party as of a recent date prior to or as of the Effective Date, the authorization of the Transactions and any other legal matters relating to the Loan Parties, the Loan Documents or the Transactions, all in form and substance reasonably satisfactory to the Administrative Agent.

(d) Representations and Warranties. (i) The representations and warranties of the Loan Parties set forth in the Loan Documents shall be true and correct (A) in the case of the representations and warranties qualified as to materiality, in all respects and (B) otherwise, in all material respects, in each case on and as of the Effective Date, except in the case of any such representation and warranty that expressly relates to a prior date, in which case such representation and warranty shall be so true and correct on and as of such prior date and (ii) at the time of and immediately after giving effect to the Transactions to occur on the Effective Date, no Event of Default shall have occurred and be continuing.

(e) Borrowing Base Certificate. The Administrative Agent shall have received a completed Borrowing Base Certificate, which shall be dated the Effective Date and signed by a Financial Officer of the Company and shall set forth information required therein as of the last day of the fiscal month ended July 25, 2020.

(f) Financial Statements; Approved Budget; RSA. The Lenders shall have received (i) unaudited interim consolidated financial statements of the Parent for each fiscal month ended after the fiscal quarter ending February 1, 2020 through the end of June 2020, (ii) satisfactory projections (including the Borrowing Base and Availability forecasts) and the Approved Budget and (iii) a copy of the fully executed and effective RSA, in form and substance reasonably satisfactory to the Administrative Agent.

(g) Perfected Liens. Subject to the Interim Order and the Canadian Recognition Order, the Administrative Agent, for its benefit and the benefit of each other Lender Party, shall have been granted a perfected Lien on the Collateral by the Interim Order and the Canadian Recognition Order on the terms and conditions set forth herein and in the other Loan Documents, with the priority set forth in the Interim Order and the Canadian Recognition Order (and, upon entry of the Final Order, the Final Order) and the terms thereof.

(h) Closing Certificate. The Administrative Agent shall have received a certificate, dated the Effective Date and signed by the chief financial officer of the Company, certifying satisfaction of the conditions set forth in paragraphs (d) and (j) of this Section 4.01.

(i) Lien Searches. The Administrative Agent shall have received the results of a search of the UCC and PPSA (or equivalent) filings made with respect to the Loan Parties in the jurisdictions reasonably requested by the Administrative Agent.

(j) Material Adverse Effect. Since the Petition Date, there has been no event or circumstance, either individually or in the aggregate, that has or could reasonably be expected to have a Material Adverse Effect.

(k) Bankruptcy Court Orders. (i) The Court shall have entered the Interim Order and the Canadian Recognition Order by no later than five (5) days after the Petition Date and (ii) all motions, orders (including any “first day” orders on an interim basis and the Cash Management Order) and other documents shall be in form and substance reasonably satisfactory to the Administrative Agent, and the Court shall have approved and entered all “first day” orders on an interim basis, including, without limitation, the Cash Management Order and all such orders shall not have been vacated, stayed, reversed, modified or amended in any manner adverse to the Administrative Agent without the Administrative Agent’s consent and shall otherwise be in full force and effect. No order shall have been issued by the Canadian Court terminating the Canadian Case or converting the Canadian Case to, bankruptcy proceedings or converting or augmenting the Canadian Case to or with receivership proceedings.

(l) First Day Pleadings. The Administrative Agent shall have received drafts of the “first day” pleadings for the Cases, in each case, in form and substance reasonably satisfactory to the Administrative Agent.

(m) Payment of Fees. The Administrative Agent and the Arrangers shall have received all fees and other amounts due and payable on or prior to the Effective Date, including, to the extent invoiced three (3) Business Days prior to the Effective Date, payment or reimbursement of all fees and expenses (including fees, charges and disbursements of counsel) required to be paid or

reimbursed by any Loan Party under the Commitment Letter, the Fee Letters or any Loan Document.

(n) Know Your Customer Information. The Lenders shall have received all documentation and other information required by bank regulatory authorities under applicable “know your customer” and anti-money laundering rules and regulations, including the USA Patriot Act, at least five (5) Business Days prior to the Effective Date to the extent such information was requested at least ten (10) Business Days prior to the Effective Date.

(o) Documents. The Intercreditor Acknowledgment and the other Loan Documents each shall have been duly executed and delivered by each party thereto, and shall be in full force and effect.

Notwithstanding the foregoing, solely with respect to the matters expressly identified in Section 5.14, the satisfaction of the foregoing conditions shall not be required on the Effective Date, and shall not be a condition to the obligations of the Lenders to make Loans hereunder, but shall be required to be accomplished in accordance with Section 5.14.

The Administrative Agent shall notify the Borrowers and the Lenders of the Effective Date, and such notice shall be conclusive and binding.

SECTION 4.02 Each Credit Event. The obligation of each Lender to make a Loan on the occasion of any Borrowing (other than any Borrowing made on the Effective Date), and of each Issuing Bank to issue, amend, renew or extend any Letter of Credit, is subject to receipt of the request therefor in accordance herewith and to the satisfaction of the following conditions:

(a) The representations and warranties of the Loan Parties set forth in this Agreement shall be true and correct in all material respects on and as of the date of such Borrowing or the date of issuance, amendment or extension of such Letter of Credit, as applicable.

(b) At the time of and immediately after giving effect to such Borrowing or the issuance, amendment or extension of such Letter of Credit, as applicable, no Default shall have occurred and be continuing.

(c) After giving effect to such Borrowing or the issuance, amendment or extension of such Letter of Credit, the Borrowers shall be in compliance with the Revolving Exposure Limitations.

(d) (i) The Final Order shall have been entered following the expiration of the Interim Order; (ii) the Interim Order, the Canadian Recognition Order or the Final Order, as applicable, shall not have been vacated, stayed, reversed, modified, or amended in any manner adverse to the Administrative Agent without the Administrative Agent’s consent and shall otherwise be in full force and effect; and (iii) no motion for reconsideration of the Interim Order or the Final Order, as applicable, shall have been timely filed by a Debtor of any of their Subsidiaries.

Each Borrowing and each issuance, amendment or extension of a Letter of Credit shall be deemed to constitute a representation and warranty by the Borrowers on the date thereof as to the matters specified in paragraphs (a), (b), (c) and (d) of this Section.

Notwithstanding the failure to satisfy the conditions precedent set forth in paragraph (a) or (b) of this Section, unless otherwise directed by the Required Lenders, the Applicable Administrative Agent may, but shall have no obligation to, continue to make Loans and an Issuing Bank may, but shall have no obligation to, issue or cause to be issued any Letter of Credit for the ratable account and risk of Lenders from time to time if the Applicable Administrative Agent believes that making such Loans or issuing or causing to be issued any such Letter of Credit is in the best interests of the Lenders.

ARTICLE V

Affirmative Covenants

Until the earlier to occur of the date on which (a) the Commitments have expired or terminated and the principal of and interest on each Loan and all fees, expenses and other amounts payable under any Loan Document (other than Banking Services Obligations, Swap Obligations and contingent or indemnity obligations for which no claim has been made) have been paid in full in cash and all Letters of Credit have expired or terminated and all LC Disbursements shall have been reimbursed, or (b) the Conversion Date shall have occurred, the Loan Parties covenant and agree, jointly and severally, with the Lenders that:

SECTION 5.01 Financial Statements: Borrowing Base and Other Information. The Borrowers will furnish to the Administrative Agent, for distribution to each Lender:

(a) within 90 days after the end of each fiscal year of Parent, its consolidated balance sheet and related consolidated statements of operations, shareholders' equity and cash flows as of the end of and for such fiscal year, setting forth in each case in comparative form the figures for the previous fiscal year, all certified by a Financial Officer of the Parent to the effect that such consolidated financial statements present fairly, in all material respects, the financial position, results of operations and cash flows of Parent and its consolidated Subsidiaries as of the end of and for such fiscal year on a consolidated basis in accordance with GAAP;

(b) within 45 days after the end of each of the first three fiscal quarters of each fiscal year of Parent, its consolidated balance sheet as of the end of such fiscal quarter, the related consolidated statements of operations for such fiscal quarter and the then elapsed portion of the fiscal year and the related consolidated statement of cash flows for the then elapsed portion of the fiscal year, setting forth in each case in comparative form the figures for the corresponding period or periods of (or, in the case of the balance sheet, as of the end of) the previous fiscal year, all certified by a Financial Officer of Parent as presenting fairly in all material respects the financial position, results of operations and cash flows of Parent and its consolidated Subsidiaries as of the end of and for such fiscal quarter and such portion of the fiscal year on a consolidated basis in accordance with GAAP, subject to normal year-end audit adjustments and the absence of footnotes;

(c) within 30 days after the end of each of the first two fiscal months of each fiscal quarter of Parent, the consolidated balance sheet and related statements of operations and cash flows of Parent as of the end of and for such fiscal month and the then elapsed portion of the fiscal year, setting forth in each case in comparative form the figures for the corresponding period or periods of (or, in the case of the balance sheet, as of the end of) the previous fiscal year, all certified by a Financial Officer of Parent as presenting fairly in all material respects the financial position, results of operations and cash flows of Parent and its consolidated Subsidiaries as of the end of and for such fiscal month and such portion of the fiscal year on a consolidated basis in accordance with GAAP, subject to normal year-end audit adjustments and the absence of footnotes;

(d) concurrently with each delivery of financial statements under clauses (a) through (c) above, a completed Compliance Certificate signed by a Financial Officer of Parent (i) certifying, in the case of the financial statements delivered under clauses (a) through (c) above that such financial statements present fairly in all material respects the financial position, results of operations and cash flows of Parent and its consolidated Subsidiaries on a consolidated basis in accordance with GAAP, subject to normal year end audit adjustments and the absence of footnotes, (ii) certifying as to whether a Default has occurred and, if a Default has occurred, specifying the details thereof and any action taken or proposed to be taken with respect thereto, (iii) [reserved], (iv) [reserved], (v) if any change in GAAP or in the application thereof has occurred since the date of the audited financial statements referred to in Section 3.04, specifying the effect of such change on the financial statements accompanying such certificate and (vi) certifying that all notices required to be provided under Section 5.04 have been provided;

(e) [reserved];

(f) [reserved];

(g) [reserved];

(h) as soon as available but in any event not later than Friday of each week, a Borrowing Base Certificate setting forth a computation of the Borrowing Base as of the Saturday of the immediately preceding week, together with supporting information and any additional reports with respect to the Borrowing Base that the Administrative Agent may reasonably request;

(i) as soon as available but in any event not later than Friday of each week, and at such other times as may be requested by the Administrative Agent, the following information as of the Saturday of the immediately preceding week, all delivered electronically in a text formatted file in form reasonably acceptable to the Administrative Agent:

(i) (A) a reasonably detailed aging of the Loan Parties' Accounts (1) including all invoices' invoice date and payment terms) and (2) reconciled to the Borrowing Base Certificate delivered as of such date in a form reasonably acceptable to the Administrative Agent and (B) a summary aging of the Loan Parties' Accounts specifying the name, address and balance due for each Account Debtor;

(ii) a reasonably detailed aging of the Loan Parties' Credit Card Accounts Receivables (A) including aging by each credit card issuer and credit card processor and (B) reconciled to the Borrowing Base Certificate delivered as of such date, in a form reasonably acceptable to the Administrative Agent, together with a summary specifying the balance due from each credit card issuer or credit card processor;

(iii) a schedule reasonably detailing the Loan Parties' Rental Product, in form reasonably satisfactory to the Administrative Agent, (A) by location (showing Rental Product in transit, any Rental Product located with a third party under any consignment, bailee arrangement or warehouse agreement), by product type and by volume on hand, which Rental Product shall be valued at the lower of cost (determined on a first-in, first-out basis) or market and adjusted for Reserves as the Administrative Agent has previously indicated to the Borrower Representative are deemed by the Administrative Agent to be appropriate, (B) including a report of any variances or other results of Rental Product counts performed by the Loan Parties since the last Rental Product schedule (including information regarding sales or other reductions, additions, returns, credits

issued by the Loan Parties), and (C) reconciled to the Borrowing Base Certificate delivered as of such date;

(iv) a schedule detailing the Loan Parties' Inventory, in form reasonably satisfactory to the Administrative Agent, (A) by location (showing Inventory in transit, any Inventory located with a third party under any consignment, bailee arrangement or warehouse agreement), by product type and by volume on hand, which Inventory shall be valued at the lower of cost (determined on a first-in, first-out basis) or market and adjusted for Reserves as the Administrative Agent has previously indicated to the Borrower Representative are deemed by the Administrative Agent to be appropriate, (B) including a report of any variances or other results of Inventory counts performed by the Loan Parties since the last Inventory schedule (including information regarding sales or other reductions, additions, returns, credits issued by the Loan Parties), and (C) reconciled to the Borrowing Base Certificate delivered as of such date;

(v) a worksheet of calculations prepared by the Loan Parties to determine Eligible Credit Card Accounts Receivables, Eligible Accounts, Eligible Rental Inventory and Eligible Inventory, such worksheets detailing the Credit Card Accounts Receivables, Accounts, Rental Product and Inventory excluded from Eligible Credit Card Accounts Receivables, Eligible Accounts, Eligible Rental Inventory and Eligible Inventory and the reasons for such exclusion;

(vi) a reconciliation of the Loan Parties' Credit Card Accounts Receivables, Accounts, Rental Product and Inventory between the amounts shown in the Loan Parties' general ledger and financial statements and the reports delivered pursuant to clauses (i), (ii), (iii) and (iv) above; and

(vii) a reconciliation of the loan balance per the Loan Parties' general ledger to the loan balance under this Agreement;

(j) as soon as available but in any event within 15 Business Days after the end of each fiscal month, a schedule and aging of the Loan Parties' accounts payable as of the month then ended, delivered electronically in a text formatted file in a form reasonably acceptable to the Administrative Agent;

(k) by no later than 5:00 p.m. New York City time on August 30, 2020 (or such later time as agreed to in writing (including via e-mail) by the Administrative Agent in its sole discretion), and by no later than 5:00 p.m. New York City time by the end of the following fiscal month after the end of each fiscal month occurring thereafter, an updated budget substantially consistent with the form and level of detail set forth in the initial Approved Budget, including the same line-items provided with the initial Approved Budget, and otherwise in form and substance reasonably acceptable to the Lender Advisors in their reasonable discretion. Upon, and subject to, the approval of any such updated budget by the Lender Advisors in their reasonable discretion, such supplemented budget shall constitute the then-approved Approved Budget, effective as of the beginning of the fiscal week immediately following the fiscal week in which it was delivered; *provided* that unless and until the Lender Advisors approve such supplemental budget in their reasonable discretion, the then-current Approved Budget shall remain in effect;

(l) by no later than 5:00 p.m. New York City time on the last Business Day of each fiscal week (or such later time as agreed to in writing (including via e-mail) by the Administrative Agent in its sole discretion) commencing on the date that is the last Business Day following the third full fiscal week after the Effective Date (which date is August [●], 2020), (i) a line-item by line-item report setting forth for each line item in the Approved Budget, in reasonable detail, the actual receipts received and operating disbursements (including any professional fees) made during

the prior week then-ended and (ii) a rolling thirteen (13) fiscal week cash flow forecast substantially consistent in form with the Approved Budget and in form and substance reasonably satisfactory to the Lender Advisors (which, for the avoidance of doubt, shall not be used for covenant testing purposes hereunder and shall not constitute the Approved Budget);

(m) by no later than 5:00 p.m. New York City time on the Friday of each fiscal week (or such later time as agreed to in writing (including via e-mail) by the Administrative Agent in its sole discretion) of each fiscal week commencing on the date that is the Friday following the third full fiscal week after the Effective Date (which date is August [●], 2020) (each such Friday or later time, a “Variance Report Date”), a line-item by line-item variance report (each, a “Variance Report”), substantially in the form attached hereto as Exhibit J or otherwise as reasonably acceptable to the Lender Advisors in their sole discretion, setting forth, in reasonable detail: (x) any variances between actual amounts for each line item in the Approved Budget for the Variance Testing Period versus projected amounts set forth in the applicable Approved Budget for each line item included therein on a cumulative basis for such Variance Testing Period (for the avoidance of doubt, to be prepared by comparing the sum of the four (4) figures for each relevant fiscal week for such corresponding line item in the relevant Approved Budget that was in effect in respect of each relevant week at the time) and (y) the computations necessary to determine compliance with Section 6.12, together with a statement from a Financial Officer certifying the information contained in the report. The Variance Report shall also provide a reasonably detailed explanation (including whether such variance is permanent or temporary in nature or timing related) for any negative variance in such Variance Report in excess of 10% in actual receipts and any positive variance in such Variance Report in excess of 10% in actual operating disbursements during the Variance Testing Period (unless the dollar amount corresponding to such percentage variance is less than \$1,000,000) as compared to projections for such corresponding line items during the Variance Testing Period as set forth in the Approved Budget;

(n) [reserved];

(o) promptly after the same become publicly available, copies of all periodic and other reports, proxy statements and other materials filed by Parent or any Subsidiary with the SEC or any Canadian federal or provincial securities commission, or with any national securities exchange, or distributed by Parent to its shareholders generally, as the case may be; provided that the U.S. Borrower shall be deemed to have satisfied the requirements of this Section 5.01(o) upon the filing of such reports, statements or materials through the SEC’s EDGAR system or the publication by Parent of such reports, statements or materials on its website;

(p) promptly after any reasonable written request therefor by the Administrative Agent, copies of (x)(i) each Schedule B (Actuarial Information) to the most recent annual report (Form 5500 Series) filed by any Loan Party or any ERISA Affiliate with the Internal Revenue Service with respect to each Plan; (ii) the most recent actuarial valuation report for each Plan; (iii) such other documents or governmental reports or filings relating to any Plan and concerning any ERISA Event as the Administrative Agent shall reasonably request and (y)(i) any material documents described in Section 101(k)(1) of ERISA that the Loan Parties or any ERISA Affiliate may request with respect to any Multiemployer Plan and (ii) any notices described in Section 101(1)(1) of ERISA that the Loan Parties or any ERISA Affiliate may request with respect to any Multiemployer Plan; provided that if the Loan Parties or any ERISA Affiliate have not requested such material documents or notices from the administrator or sponsor of the applicable Multiemployer Plan, upon request by the Administrative Agent, the applicable Loan Party or ERISA Affiliate shall promptly make a request for such documents and notices from such administrator or sponsor and shall provide copies of such documents and notices to the

Administrative Agent promptly after receipt thereof; provided, further that notwithstanding anything herein the rights of the Administrative Agent under Section 5.01(p)(y)(ii) shall be exercised not more than once with respect to the same Multiemployer Plan during any applicable plan year;

(q) promptly after any request therefor following the filing thereof with any Governmental Authority, a copy of each actuarial valuation report and, upon request of the Canadian Administrative Agent, Annual Information Return in respect of any Canadian Benefit Plan or Canadian Pension Plan; and

(r) promptly after any request therefor, such other information regarding the operations, business affairs and financial condition of Parent or any Subsidiary, or compliance with the terms of any Loan Document, as the Administrative Agent or any Lender may reasonably request.

Information required to be delivered pursuant to clause (a), (b) or (o) of this Section shall be deemed to have been delivered if such information, or one or more annual or quarterly reports containing such information, shall have been posted by the Administrative Agent on an IntraLinks or similar site to which the Lenders have been granted access or shall be available on the website of the SEC at <http://www.sec.gov>. Information required to be delivered pursuant to this Section may also be delivered by electronic communications pursuant to procedures approved by the Administrative Agent.

SECTION 5.02 Notices of Material Events. Parent will furnish to the Administrative Agent (for distribution to the Lenders) written notice promptly upon any Financial Officer, or other officer or employee responsible for compliance with the Loan Documents, of Parent or any Subsidiary becoming aware of any of the following:

(a) the occurrence of any Default;

(b) the filing or commencement of any action, suit or proceeding by or before any arbitrator or Governmental Authority (other than in connection with the Cases) against or affecting Parent or any Subsidiary, or any adverse development in any such pending action, suit or proceeding not previously disclosed in writing by Parent to the Administrative Agent and the Lenders, that in each case would reasonably be expected to result in a Material Adverse Effect or that in any manner questions the validity of any Loan Document;

(c) [reserved];

(d) the occurrence of an ERISA Event that has resulted, or would reasonably be expected to result, in a Material Adverse Effect;

(e) any other development that has resulted, or would reasonably be expected to result, in a Material Adverse Effect; or

(f) as soon as practicable in advance of filing with the Court or delivering to the Committee appointed in a Case, if any, or to the U.S. Trustee, as the case may be, the Final Order, all other material proposed orders and pleadings related to (x) the Cases (all of which must be in form and substance reasonably satisfactory to the Administrative Agent) or (y) the Prepetition Credit Agreement and this Agreement and the credit facilities contemplated thereby and/or any sale contemplated in accordance with any Plan of Reorganization and/or any disclosure statement related thereto (all of which must be in form and substance reasonably satisfactory to the

Administrative Agent), and (ii) substantially simultaneously with the filing with the Court or delivering to the Committee appointed in any Case, if any, or to the U.S. Trustee, as the case may be, monthly operating reports and all other notices, filings, motions, pleadings or other information concerning the financial condition of the Loan Parties or their Subsidiaries or the Cases that may be filed with the Court or delivered to the Committee appointed in any Case, if any, or to the U.S. Trustee.

Each notice delivered under clauses (a) through (e) shall be accompanied by a statement of a Financial Officer or other executive officer of Parent setting forth the details of the event or development requiring such notice and any action taken or proposed to be taken with respect thereto.

SECTION 5.03 Reserved.

SECTION 5.04 Information Regarding Collateral.

(a) Each Loan Party will furnish to the Administrative Agent prompt written notice (and in any event within 60 days thereof) of any change in (i) its legal name, as set forth in its organizational documents, (ii) its jurisdiction of organization or the form of its organization (including as a result of any merger, amalgamation or consolidation), (iii) the location of its chief executive office, (iv) the jurisdiction in which it maintains any Collateral, or (v) its organizational identification number, if any and the Federal Taxpayer Identification Number of such Loan Party, in each case of this subclause (v), only with respect to any Loan Party organized under the laws of a jurisdiction that requires such information to be set forth on the face of a UCC financing statement. Each Loan Party agrees not to effect or permit any change referred to in the preceding sentence unless all filings or registrations have been made under the UCC or the PPSA, as applicable or otherwise that are required in order for the Administrative Agent to continue at all times following such change to have a valid, legal and perfected Lien on all the Collateral affected thereby. Each Loan Party also agrees promptly to notify the Administrative Agent if any material portion of the Collateral is damaged or destroyed.

(b) If any material assets are acquired by any Loan Party after the Effective Date (other than assets constituting Collateral under the Collateral Documents that become subject to the Lien in favor of the Administrative Agent set forth in the Collateral Documents upon the acquisition thereof), Parent will promptly notify the Administrative Agent thereof and will cause such assets to be subjected to a Lien securing the Secured Obligations and will take such actions as shall be necessary or reasonably requested by the Administrative Agent to grant and perfect such Lien, all at the expense of the Loan Parties. It is understood and agreed that, notwithstanding anything to the contrary set forth in this Agreement or in any Collateral Document, Parent and, to the extent required by the Collateral Documents, any other Loan Party, shall not be required to (A) grant mortgages, (B) obtain landlord lien waivers, estoppels, Collateral Access Agreements or bailee agreements with respect to any of their retail operating store locations or (C) enter into Deposit Account Control Agreements in respect of any Excluded Account.

SECTION 5.05 Existence; Conduct of Business. Subject to any required approval by the Court, each Loan Party will, and will cause each Subsidiary to, do or cause to be done all things reasonably necessary to preserve, renew and keep in full force and effect (i) its legal existence and (ii) the rights, licenses, permits, privileges, franchises, patents, copyrights, trademarks and trade names material to the conduct of its business, except in the case of clause (ii) where failure to do so, individually or in the aggregate, would not reasonably be expected to result in a Material Adverse Effect; provided that the foregoing shall not prohibit any merger, amalgamation, consolidation, liquidation, dissolution, disposition or other transaction permitted under Section 6.03 or 6.05.

SECTION 5.06 Payment of Obligations. Subject to the Orders and the terms thereof, each Loan Party will, and will cause each Subsidiary to, pay or discharge all its material obligations, including Tax liabilities (whether or not shown on a Tax return), before the same shall become delinquent or in default, subject to the Approved Budget (and the Permitted Variances) except where (a) (i) the validity or amount thereof is being contested in good faith by appropriate proceedings, (ii) Parent or such Subsidiary has set aside on its books reserves with respect thereto to the extent required by GAAP and (iii) such contest effectively suspends collection of the contested obligation and the enforcement of any Lien securing such obligation, (b) the failure to make payment would not, individually or in the aggregate, reasonably be expected to result in a Material Adverse Effect or (c) the nonpayment of which is permitted or required by the Bankruptcy Code.

SECTION 5.07 Maintenance of Properties. Parent will, and will cause each Subsidiary (other than an Immaterial Subsidiary) to, keep and maintain all property material to the conduct of its business in good working order and condition, ordinary wear and tear excepted, except where the failure to do so, individually or in the aggregate, would not reasonably be expected to result in a Material Adverse Effect.

SECTION 5.08 Insurance. Parent will, and will cause each Subsidiary to, maintain, with financially sound and reputable insurance companies having a financial strength rating of at least A- by A.M. Best Company (a) insurance in such amounts (with no greater risk retention) and against such risks as are customarily maintained by companies of established repute engaged in the same or similar businesses operating in the same or similar locations and (b) all insurance required to be maintained pursuant to the Collateral Documents. Parent will furnish to the Lenders, upon request of the Administrative Agent, information in reasonable detail as to the insurance so maintained. Each such policy of liability or casualty insurance maintained by or on behalf of Loan Parties shall (a) in the case of each liability insurance policy (other than workers' compensation, director and officer liability or other policies in which such endorsements are not customary), name the Administrative Agent, as an additional insured thereunder, (b) in the case of each casualty insurance policy, contain a loss payable clause or endorsement that names the Administrative Agent, as a loss payee thereunder.

SECTION 5.09 Books and Records; Inspection Rights. Each Loan Party will, and will cause each Subsidiary to, (a) keep proper books of record and account in which full, true and correct (in all material respects) entries in accordance with GAAP and applicable law are made of all dealings and transactions in relation to its business and activities and (b) permit any representatives designated by the Administrative Agent or any Lender (including employees of the Administrative Agent, any Lender or any consultants, accountants, lawyers and appraisers retained by the Administrative Agent), upon reasonable prior notice (but in no event more than once each fiscal year of Parent unless an Event of Default has occurred and is continuing), to visit and inspect its properties, to examine and make extracts from its books and records and to discuss its affairs, finances and condition with its officers and, accompanied by one or more such officers or their designees if requested by Parent, independent accountants, all at such reasonable times during normal business hours and as often as reasonably requested. The Borrower shall have the right to have a representative present at any and all inspections. Notwithstanding anything herein to the contrary, neither the Administrative Agent nor any Lender shall conduct an appraisal or field examination under this Section 5.09.

SECTION 5.10 Compliance with Laws.

(a) Each Loan Party will, and will cause each Subsidiary to, comply with all laws (including Environmental Laws and all orders of any Governmental Authority) applicable to it or its property, except (i) where the failure to do so, individually or in the aggregate, would not reasonably be expected to result in a Material Adverse Effect or (ii) to the extent subject to the Automatic Stay.

(b) Canadian Pension Plans and Canadian Benefit Plans.

(i) For each existing, or hereafter adopted, Canadian Pension Plan and Canadian Benefit Plan, each Loan Party will, and will cause each Subsidiary to, in a timely fashion comply with and perform all of its obligations under and in respect of such Canadian Pension Plan or Canadian Benefit Plan, including under any funding agreements and all applicable laws (including any fiduciary, funding, investment and administration obligations), except where the failure to do so, individually or in the aggregate, would not reasonably be expected to result in a Material Adverse Effect.

(ii) All employer or employee payments, contributions or premiums required to be remitted, paid to or in respect of each Canadian Pension Plan or Canadian Benefit Plan shall be paid or remitted by each Loan Party and each Subsidiary of each Loan Party in a timely fashion in accordance with the terms thereof, any funding agreements and all applicable laws.

SECTION 5.11 Use of Proceeds. The proceeds of Loans made, and Letters of Credit issued, on or after the Effective Date will be used in accordance with the Approved Budget (subject to Permitted Variances) and the applicable Order for the following: (i) fund the Cases and repay Prepetition Indebtedness, (ii) for working capital, Capital Expenditures, letters of credit and other lawful corporate purposes of the Borrowers and their Subsidiaries (including payment of certain fees and expenses of professionals retained by the Loan Parties subject to the Carve-Out and for certain other Prepetition and pre-filing expenses that are approved by the Court and permitted by the Approved Budget). No part of the proceeds of any Loan and no Letter of Credit will be used in contravention of the provisions of the applicable Order, including any restrictions or limitations on the use of proceeds contained therein. Nothing in this Agreement shall prohibit the Post-Petition payment of Prepetition Lender Obligations, including principal, interest, fees, penalties or recoverable costs, due and payable in connection with the Prepetition Credit Agreement with the proceeds of the Collateral (as defined herein) or Collateral (as defined in the Prepetition Credit Agreement).

SECTION 5.12 Reserved.

SECTION 5.13 Reserved.

SECTION 5.14 Depository Banks.

(a) Subject to Section 5.18, the Loan Parties will maintain the Administrative Agent or one or more Lenders acceptable to the Administrative Agent as their principal depository bank, including for the maintenance of operating, administrative, cash management, collection activity, and other Deposit Accounts for the conduct of their business; provided that the Loan Parties shall not be required to satisfy the foregoing requirement with respect to any Deposit Account (i) that is an Excluded Account or (ii) with respect to which the applicable Loan Parties have entered into a Deposit Account Control Agreement in accordance with the applicable Security Agreement, Sections 5.15 and 5.18, as applicable, in favor of the Administrative Agent.

SECTION 5.15 Further Assurances. The Loan Parties will execute any and all further documents, financing statements, agreements and instruments, and take all such further actions that are required under the Collateral Documents or this Agreement to effectuate the transactions contemplated by the Loan Documents or to grant, preserve, protect or perfect the Liens created or intended to be created by the Collateral Documents or the validity or priority of any such Lien. The Loan Parties also agree to provide to the Administrative Agent, from time to time upon reasonable request, evidence reasonably satisfactory

to the Administrative Agent as to the perfection and priority of the Liens created or intended to be created by the Collateral Documents.

SECTION 5.16 Credit Card Agreements and Notifications. Each Loan Party will (a) comply in all material respects with all its obligations under each Credit Card Agreement to which it is party and (b) maintain credit card arrangements solely with the credit card issuers and credit card processors identified in Section 3.18 of the Disclosure Letter; provided, however, that the U.S. Borrower may amend Section 3.18 of the Disclosure Letter to remove any credit card issuer or credit card processor identified on such Section 3.18 of the Disclosure Letter or to add additional credit card issuers and credit card processors that are reasonably satisfactory to the Administrative Agent, and concurrently with the making of any such amendment the Loan Party shall provide to the Administrative Agent evidence that a Credit Card Notification shall have been delivered to any credit card issuer or credit card processor added to such Section 3.18 of the Disclosure Letter.

SECTION 5.17 Reserved.

SECTION 5.18 Deposit Accounts. The Loan Parties shall, at all times, comply with the provisions of Section 4.04(b) of the U.S. Security Agreement and Section 4.04(b) of the Canadian Security Agreement.

SECTION 5.19 Loan Party Advisors.

(a) The Loan Parties shall continue to retain the Debtors' Investment Banker. The Loan Parties and their representatives will fully cooperate with the Debtors' Investment Banker and grant them full and complete access to the books and records of the Loan Parties. The Loan Parties hereby (i) authorize the Administrative Agent (or their respective agents or advisors) to communicate directly with the Debtors' Investment Banker regarding any and all matters related to the Loan Parties and their Affiliates, and (ii) authorize the Debtors' Investment Banker to provide the Administrative Agent (or their respective agents or advisors) with reports and other information or materials prepared or reviewed by the Debtors' Investment Banker as the Administrative Agent may reasonably request (in the case of each of clauses (i) and (ii), subject to protection as necessary in respect of information that is subject to attorney-client or similar privilege or constitutes attorney work-product, and entry by the Administrative Agent (or its respective agents or advisors) into customary non-reliance/confidentiality arrangements in form reasonably satisfactory to the Debtors' Investment Banker).

(b) The Loan Parties shall host a monthly conference call for Lenders to discuss financial information delivered pursuant to Section 5.01. The Loan Parties will hold such conference call following the delivery of the required financial information for such month pursuant to Section 5.01(c) and not later than five (5) Business Days from the time the Borrowers are required to deliver the financial information as set forth in Section 5.01(c).

(c) The Loan Parties shall host semi-monthly conference calls for the Lender Advisors to discuss financial information delivered pursuant to Section 5.01(k).

(d) Such monthly and semi-monthly calls in clauses (b) and (c) will occur as a standing appointment at a time to be mutually agreed upon by the Borrower Representative and the Lenders or the Lender Advisors, as applicable.

(e) Notwithstanding anything to the contrary contained in this Section 5.19, none of the Loan Parties or their respective professionals (including the Debtor's Investment Banker) will be required to disclose or permit access to any document, information or other matter (i) in respect of which disclosure to the Administrative Agent, any Lender or any Lender Advisor (or their respective representatives or contractors) by the Loan Parties or their respective professionals (including the Debtor's Investment Banker) is prohibited by applicable law or any binding agreement or (ii) that is subject to attorney client or similar privilege or constitutes attorney-work product.

SECTION 5.20 Lender Advisors. The Administrative Agent, on behalf of itself and the Lenders, shall be entitled to retain or to continue to retain (either directly or through counsel) any Lender Advisors to provide advice, analysis and reporting for the benefit of the Administrative Agent and the Lenders. The Loan Parties shall pay all fees and expenses of each Lender Advisor and all such fees and expenses shall constitute Obligations and be secured by the Collateral. The Loan Parties shall use commercially reasonable efforts to grant access to, and cooperate with, the Administrative Agent, the Lenders, the Lender Advisors, and any other representatives of the foregoing and provide all information that such parties may request in a timely manner.

SECTION 5.21 Bankruptcy Matters. The Loan Parties shall:

(a) cause all proposed (i) "first day" orders on an interim and final basis, (ii) any order of the Canadian Court in the Canadian Case, (iii) orders (other than the Interim Order or Final Order) related to or affecting the Loans and other Obligations and the Loan Documents, any other financing or use of cash collateral, any sale or other disposition of Collateral outside the ordinary course, cash management, adequate protection, any Plan of Reorganization and/or any disclosure statement related thereto, (iv) orders concerning the financial condition of the Borrowers or any of their respective Subsidiaries or other Indebtedness of the Loan Parties or seeking relief under section 363, 365, 1113 or 1114 of the Bankruptcy Code or section 9019 of the Federal Rules of Bankruptcy Procedure, and (v) orders establishing procedures for administration of the Cases or approving significant transactions submitted to the Court, in each case, proposed by the Loan Parties to be in accordance with and permitted by the terms of this Agreement and acceptable to the Administrative Agent in its reasonable discretion in all respects, it being understood and agreed that the forms of orders approved by the Administrative Agent (and with respect to any provision that affects the rights, obligations, liabilities or duties of the Administrative Agent) prior to the Petition Date are in accordance with and permitted by the terms of this Agreement and are reasonably acceptable in all respects;

(b) comply in a timely manner with their obligations and responsibilities as debtors-in-possession under the Orders;

(c) except as otherwise permitted by an Acceptable Plan or this Agreement, provide prior written notice as soon as reasonably practicable to the Administrative Agent prior to any assumption or rejection of any Loan Party's or any Subsidiary's material contracts or material non-residential real property Leases pursuant to Section 365 of the Bankruptcy Code;

(d) deliver to the Administrative Agent all documents required to be delivered to creditors under the RSA or any case stipulation; provided that the Borrower shall not be required to deliver any such documents provided by any party in interest to the extent that any such document is confidential or filed under seal; provided, further, that such documents that are filed under seal, to the extent permitted by applicable law or applicable contractual requirement, shall be provided to the advisors to the Administrative Agent on a professional eyes' only basis;

(e) receive designated "restricted cash" that is held by the Administrative Agent from the proceeds of dispositions consummated by the Loan Parties prior to the Petition Date in amounts equal to: (i) upon entry of the Interim Order, 10.0% of such "restricted cash"; (ii) upon entry of the Final Order, an incremental 40.0% of such "restricted cash" (measured as of the Petition Date); (iii) upon the entry of an order approving the Disclosure Statement, an incremental 20.0% (measured as of the Petition Date) of such "restricted cash"; and (iv) upon the entry the Confirmation Order, the remainder of such "restricted cash", and, in each case, prepay Borrowings with the proceeds thereof in accordance with Section 2.11(c);³ and

(f) comply with each of the Required Milestones contained on Schedule 5.21 upon the terms and at the times provided for therein.

ARTICLE VI

Negative Covenants

Until the earlier to occur of the date on which (a) the Commitments have expired or terminated and the principal of and interest on each Loan and all fees, expenses and other amounts payable under any Loan Document (other than Banking Services Obligations, Swap Obligations and contingent or indemnity obligations for which no claim has been made) have been paid in full in cash and all Letters of Credit have expired or terminated and all LC Disbursements shall have been reimbursed, or (b) the Conversion Date shall have occurred, the Loan Parties covenant and agree, jointly and severally, with the Lenders that:

SECTION 6.01 Indebtedness; Certain Equity Securities.

(a) The Loan Parties will not, and will not permit any Subsidiary to, create, incur, assume or permit to exist any Indebtedness, except:

(i) Indebtedness created under the Loan Documents (including, for the avoidance of doubt, the Carve-Out and the Canadian Court Ordered Charges) and the Prepetition Loan Documents;

(ii) Indebtedness existing on the Effective Date and set forth in Section 6.01 of the Disclosure Letter;

(iii) Indebtedness of Parent to any Subsidiary and of any Subsidiary to Parent or any other Subsidiary; provided that (A) such Indebtedness shall not have been transferred to any Person

³ To match agreed order when final.

other than Parent or any Subsidiary, (B) any such Indebtedness owing by (x) a Loan Party to a Subsidiary that is not a Loan Party and (y) any Canadian Loan Party to a U.S. Borrower shall, in each case be unsecured and subordinated in right of payment to the applicable Secured Obligations and the Prepetition Lender Obligations on terms customary for intercompany subordinated Indebtedness, as reasonably determined by the Administrative Agent and (C) any such Indebtedness shall be incurred in compliance with Section 6.04;

(iv) Guarantees incurred in compliance with Section 6.04;

(v) Indebtedness of Parent or any Subsidiary permitted by the Approved Budget (including with respect to any Permitted Variances) (A) incurred to finance the acquisition, construction or improvement of any fixed or capital assets, including Capital Lease Obligations and Synthetic Lease Obligations, provided that such Indebtedness is incurred prior to or within 180 days after such acquisition or the completion of such construction or improvement and the principal amount of such Indebtedness does not exceed the cost of acquiring, constructing or improving such fixed or capital assets or (B) assumed in connection with the acquisition of any fixed or capital assets; provided that the aggregate principal amount of Indebtedness permitted by this clause (v) shall not exceed \$10,000,000 at any time outstanding;

(vi) Indebtedness in respect of netting services, overdraft protections and otherwise in connection with deposit and checking accounts, in each case, in the ordinary course of business;

(vii) Indebtedness in respect of letters of credit, bank guarantees and similar instruments issued for the account of Parent or any Subsidiary in the ordinary course of business supporting obligations under workers' compensation, unemployment insurance and other social security laws;

(viii) [reserved];

(ix) the Senior Notes;

(x) Indebtedness under the Term Credit Agreement in an aggregate principal amount not to exceed \$[●]⁴ at any time outstanding, provided that such Indebtedness shall at all times be subject to the Intercreditor Agreement as supplemented by the Intercreditor Acknowledgment;

(xi) Indebtedness of Loan Parties in respect of surety bonds (whether bid performance or otherwise) and performance and completion guarantees and other obligations of a like nature, in each case incurred in the ordinary course of business;

(xii) [reserved];

(xiii) Indebtedness incurred under leases of real property in respect of tenant improvements;

(xiv) [reserved];

(xv) Indebtedness of Foreign Subsidiaries (other than any Canadian Subsidiary) in an amount not to exceed \$5,000,000 at any one time outstanding;

⁴ NTD - To equal amount outstanding as of Petition Date.

(xvi) other Indebtedness in an aggregate principal amount not to exceed \$10,000,000 at any time outstanding permitted by the Approved Budget (including with respect to any Permitted Variances);

(xvii) Indebtedness consisting of (a) the financing of insurance premiums and (b) take-or-pay obligations contained in supply arrangements, in each case, in the ordinary course of business;

(xviii) obligations under any agreement governing the provision of treasury or cash management services, including deposit accounts, overnight draft, credit cards, debit cards, p-cards (including purchasing cards and commercial cards), funds transfer, automated clearinghouse, zero balance accounts, returned check concentration, controlled disbursement, lockbox, account reconciliation and reporting and trade finance services and other cash management services;

(xix) Indebtedness in the form of Swap Agreements permitted under Section 6.07; and

(xx) Indebtedness expressly permitted by the Approved Budget (subject to any Permitted Variances).

(b) The accrual of interest, the accretion of accreted value and the payment of interest or dividends in the form of additional Indebtedness or Disqualified Stock, as applicable, the accretion of original issue discount, the accretion of liquidation preference and increases in the amount of Indebtedness outstanding solely as a result of fluctuations in the exchange rate of currencies shall not be deemed to be an incurrence of Indebtedness or Disqualified Stock for purposes of Section 6.01(a).

(c) Parent will not, and will not permit any Subsidiary to, issue any Disqualified Stock, other than, in the case of the Subsidiaries, to Parent or a Subsidiary; provided that any issuance of Equity Interests of any Subsidiary that is not a Loan Party to any Loan Party shall be subject to Section 6.04.

(d) Notwithstanding any of the foregoing, no Indebtedness permitted under this Section 6.01 shall be permitted to have an administrative expense claim status under the Bankruptcy Code senior to or *pari passu* with the superpriority administrative expense claims of (i) the Administrative Agent and the Lenders and (ii) to the extent provided by section 507(b) of the Bankruptcy Code, the Prepetition Agent and the Prepetition Lenders, in each case, as set forth herein and in the applicable Order, other than, solely with respect to Collateral that is not ABL Priority Collateral, Indebtedness under the Term Credit Agreement permitted under Section 6.01(a)(x).

SECTION 6.02 Liens. The Loan Parties will not, and will not permit any Subsidiary to, create, incur, assume or permit to exist any Lien on any asset now owned or hereafter acquired, or assign or sell any income or revenues (including accounts receivable) or rights in respect of any thereof, except:

(a) Liens granted by the Interim Order and the Final Order (in each case, including the Carve-Out) or created under the Loan Documents or Prepetition Loan Documents;

(b) Permitted Encumbrances;

(c) any Lien on any asset of Parent or any Subsidiary existing on the Effective Date and set forth in Section 6.02 of the Disclosure Letter; provided that (i) such Lien shall not apply to any other asset of Parent or any Subsidiary and (ii) such Lien shall secure only

those obligations that it secures on the Effective Date and any extensions, renewals and refinancings thereof that do not increase the outstanding principal amount thereof;

(d) [reserved];

(e) Liens on fixed or capital assets (other than Rental Product) acquired, constructed or improved by Parent or any Subsidiary; provided that (i) such Liens secure only Indebtedness permitted by Section 6.01(a)(v) and obligations relating thereto not constituting Indebtedness and (ii) such Liens shall not apply to any other asset of Parent or any Subsidiary (other than the proceeds and products thereof); provided further that in the event purchase money obligations are owed to any Person with respect to financing of more than one purchase of any fixed or capital assets (other than Rental Product), such Liens may secure all such purchase money obligations and may apply to all such fixed or capital assets financed by such Person;

(f) in connection with the sale or transfer of any Equity Interests or other assets in a transaction permitted under Section 6.05, customary rights and restrictions contained in agreements relating to such sale or transfer pending the completion thereof, solely to the extent such sale or transfer would have been permitted on the date of the creation of such Lien;

(g) in the case of (i) any Subsidiary that is not a wholly-owned Subsidiary or (ii) the Equity Interests in any Person that is not a Subsidiary, any encumbrance or restriction, including any put and call arrangements, related to Equity Interests in such Subsidiary or such other Person set forth in the organizational documents of such Subsidiary or such other Person or any related joint venture, shareholders' or similar agreement, in each case, so long as such encumbrance or restriction is in existence on the Petition Date;

(h) Liens solely on any cash earnest money deposits, escrow arrangements or similar arrangements made by Parent or any Subsidiary in connection with the purchase or other acquisition of equipment or inventory in the ordinary course of business;

(i) Liens securing (i) Indebtedness permitted by Section 6.01(a)(x), (ii) obligations relating thereto not constituting Indebtedness and (iii) Swap Obligations secured on a pari passu basis with the Indebtedness referred to in clause (i); provided that any such Liens are subject to the Orders;

(j) any Lien on assets of any Foreign Subsidiary (other than a Canadian Loan Party) securing Indebtedness of such Foreign Subsidiary (other than a Canadian Loan Party) permitted by Section 6.01(a) and obligations relating thereto not constituting Indebtedness;

(k) other Liens securing Indebtedness or other obligations in an aggregate principal amount not to exceed \$10,000,000 at any time outstanding (it being understood that in the event any such Liens extend to Accounts, Credit Card Accounts Receivable, Rental Product or Inventory, such Accounts, Credit Card Accounts Receivable, Rental Product or Inventory shall, to the extent otherwise included therein, cease to be Eligible

Accounts, Eligible Credit Card Accounts Receivable, Eligible Rental Inventory or Eligible Inventory, as applicable);

(l) Liens in favor of the Prepetition Lenders or other Prepetition secured parties as adequate protection granted pursuant to the Orders;

(m) licenses of intellectual property or data granted in the ordinary course of business or which do not materially interfere with the business of the Parent and any Subsidiary (taken as a whole); and

(n) the Canadian Court Ordered Charges and any other charge granted by the Canadian Court with the consent of the Canadian Administrative Agent, acting reasonably;

Notwithstanding the foregoing, (i) none of the Liens permitted pursuant to this Section 6.02 may at any time attach to any Collateral included in the Borrowing Base, other than those permitted under clauses (a) and (b) of the definition of Permitted Encumbrances and clause (a), (c), (h), (i), (l) and (n) above, and (ii) Liens permitted under this Section 6.02, other than the Liens securing the credit facility under the Term Credit Agreement on Term Priority Collateral (solely to the extent set forth in the Orders) shall at all times be junior and subordinate to the Liens under the Loan Documents and the applicable Order securing the Secured Obligations. The prohibition provided for in this Section 6.02 specifically includes any material step by any Debtor, the Committee or any other party in interest in the Cases, as applicable, to prime any claims, Liens or interests of (x) the Administrative Agent and the Lenders or (y) for so long as the Prepetition Lender Obligations have not been indefeasibly paid in full in cash, the Prepetition Agent and the Prepetition Lenders, any Lien, in each case, other than as set forth in the applicable Order and irrespective of whether such claims, Liens or interests may be “adequately protected.”

SECTION 6.03 Fundamental Changes; Business Activities.

(a) Parent will not, and will not permit any Subsidiary to, merge into, amalgamate with or consolidate with any other Person, or permit any other Person to merge into, amalgamate with or consolidate with it, or liquidate or dissolve, except that, if at the time thereof and immediately after giving effect thereto no Default shall have occurred and be continuing (i) any Subsidiary (other than the Company) may merge into or amalgamate with Parent in a transaction in which Parent is the surviving corporation, (ii) any Person (other than the Company) may merge into, amalgamate with or consolidate with any Subsidiary in a transaction in which the surviving entity is a Subsidiary and (A) if any party to such merger, amalgamation or consolidation is a Borrower, a Borrower, and (B) if any party to such merger, amalgamation or consolidation is a Loan Party, a Loan Party, (iii) [reserved] and (iv) any Subsidiary (other than a Borrower) may liquidate or dissolve if Parent determines in good faith that such liquidation or dissolution is in the best interests of Parent and is not materially disadvantageous to the Lenders; provided that any such merger, amalgamation or consolidation involving a Person that is not a wholly owned Subsidiary immediately prior to such merger, amalgamation or consolidation shall not be permitted unless it is also permitted by Section 6.04.

(b) Parent will not, and will not permit any of its Subsidiaries to, engage to any material extent in any business other than businesses of the type conducted by the Parent and the Subsidiaries on the Effective Date and businesses reasonably related or complementary thereto.

SECTION 6.04 Investments, Loans, Advances, Guarantees and Acquisitions. Parent will not, and will not permit any Subsidiary to, purchase, hold, acquire (including pursuant to any merger,

amalgamation or consolidation), make or otherwise permit to exist any Investment in any other Person, or purchase or otherwise acquire (in one transaction or a series of transactions) all or substantially all the assets of any other Person or of a business unit, division, product line or line of business of any other Person, except:

- (a) Investments in cash and Cash Equivalents;
- (b) Investments existing on the Effective Date and set forth in Section 6.04 of the Disclosure Letter (but not any additions thereto (including any capital contributions) made after the Effective Date);
- (c) Investments by Parent and the Subsidiaries in Equity Interests in their respective Subsidiaries; provided that (i) such Subsidiaries are Subsidiaries prior to such Investments, (ii) the aggregate amount of such Investments by the Loan Parties in, and loans and advances by the Loan Parties to, and Guarantees by the Loan Parties of Indebtedness and other obligations of, Subsidiaries that are not Loan Parties (excluding all such Investments, loans, advances and Guarantees existing on the Effective Date and permitted by clause (b) above) permitted pursuant to this clause (c) and pursuant to clauses (d) and (e) below shall not exceed \$10,000,000 at any time outstanding, and (iii) such Investments are permitted by the Approved Budget (subject to Permitted Variances);
- (d) loans or advances made by Parent to any Subsidiary or made by any Subsidiary to Parent or any other Subsidiary; provided that (i) the Indebtedness resulting therefrom is permitted by Section 6.01(a)(iii) and (ii) the amount of such loans and advances made by the Loan Parties to Subsidiaries that are not Loan Parties shall be subject to the limitation set forth in clause (c) above and shall be permitted by the Approved Budget (subject to Permitted Variances);
- (e) Guarantees by Parent or any Subsidiary of Indebtedness or other obligations of Parent or any Subsidiary (including any such Guarantees (i) arising as a result of any such Person being a joint and several co-applicant with respect to any letter of credit or letter of guaranty or (ii) of any leases of retail store locations and related obligations arising thereunder); provided that the aggregate amount of Indebtedness and other obligations of Subsidiaries that are not Loan Parties that is Guaranteed by any Loan Party shall be subject to the limitation set forth in clause (c) above and shall be permitted by the Approved Budget (subject to Permitted Variances);
- (f) Investments contemplated by the Approved Budget (subject to Permitted Variances);
- (g) Investments received in connection with the bankruptcy or reorganization of, or settlement of delinquent accounts and disputes with, customers and suppliers, in each case in the ordinary course of business;
- (h) [reserved];
- (i) deposits, prepayments and other credits to suppliers, lessors and landlords made in the ordinary course of business;
- (j) advances by Parent or any Subsidiary to employees in the ordinary course of business consistent with past practices for travel and entertainment expenses, relocation costs and similar purposes to the extent permitted by the Approved Budget (subject to Permitted Variances);

- (k) [reserved];
- (l) Investments in the form of Swap Agreements permitted under Section 6.07;
- (m) investments constituting deposits described in clauses (c) and (d) of the definition of “Permitted Encumbrances” and endorsements of instruments for collection or deposit in the ordinary course of business; and
- (n) other Investments in an aggregate amount not to exceed \$1,000,000 at any time outstanding to the extent permitted by the Approved Budget (subject to Permitted Variances).

For the purposes of this Section 6.04, any payment by Parent or any Subsidiary for goods and services delivered to any Subsidiary not required to be reimbursed shall be deemed an Investment in such Subsidiary.

SECTION 6.05 Asset Sales. The Loan Parties will not, and will not permit any Subsidiary to, sell, transfer, lease or otherwise dispose of any asset, including any Equity Interest owned by it, nor will Parent permit any Subsidiary to issue any additional Equity Interests in such Subsidiary (other than to Parent or any other Subsidiary in compliance with Section 6.04, and other than directors’ qualifying shares and other nominal amounts of Equity Interests that are required to be held by other Persons under applicable law) (each of the foregoing, an “Asset Sale”), except:

- (a) (i) sales of inventory, (ii) sales, transfers and other dispositions of used, surplus, obsolete or outmoded machinery or equipment and (iii) dispositions of cash and Cash Equivalents in accordance with the Approved Budget, in each case (other than in the case of clause (iii)) in the ordinary course of business;
- (b) sales, transfers, leases and other dispositions to Parent or any Subsidiary in the ordinary course of business; provided that any such sales, transfers, leases or other dispositions involving (x) a Loan Party and a Subsidiary that is not a Loan Party or (y) a U.S. Borrower and a Canadian Loan Party shall be made in compliance with Sections 6.04 and 6.09;
- (c) the sale or discount of accounts receivable arising in the ordinary course of business, but only in connection with the compromise or collection thereof and not in connection with any financing transaction;
- (d) dispositions of assets subject to any casualty or condemnation proceeding (including in lieu thereof);
- (e) leases or subleases of real property granted by Parent or any Subsidiary to third Persons not interfering in any material respect with the business of Parent or any Subsidiary, including, without limitation, retail store lease assignments and surrenders;
- (f) the sale, transfer or other disposition of patents, trademarks, copyrights and other intellectual property (i) in the ordinary course of business, including pursuant to non-exclusive licenses of intellectual property; provided that no such sale, transfer or other disposition could reasonably be expected to adversely affect in any material respect the fair value of any Eligible Inventory or the ability of the Administrative Agent to dispose of or otherwise realize upon any Eligible Inventory, or (ii) which, in the reasonable judgment of Parent or any Subsidiary, are determined to be uneconomical, negligible or obsolete in the conduct of business;
- (g) [reserved];

(h) sales, transfers and other dispositions of assets provided for in the Approved Budget that are not permitted by any other clause of this Section in an aggregate amount equal to a fair market value, as determined by a Financial Officer of the Parent Borrower reasonably and acting in good faith, of not more than \$5,000,000;

(i) Restricted Payments permitted by Section 6.08(a);

(j) other sales, transfers or dispositions pursuant to an order of the Court which sale, transfer or disposition are consistent with the Restructuring Support Agreement and the Approved Budget;

(k) the abandonment or let lapse of patents, trademarks, copyrights or other intellectual property, (i) in the ordinary course of business or (ii) which, in the reasonable business judgment of the Parent or any Subsidiary, are determined to be uneconomical, not material, negligible or obsolete;

(l) licenses of intellectual property or data granted in the ordinary course of business or which do not materially interfere with the business of the Parent and any Subsidiary (taken as a whole); and

(m) Specified Dispositions;

provided that all sales, transfers, leases and other dispositions permitted hereby (other than those permitted by clause (a)(ii), (a)(iii), (b), (d), (e), (f), (i), (j), (k), (l) and (m) above) shall be made for fair value. Notwithstanding the foregoing, other than in connection with a Specified Disposition or dispositions to the Company or any Subsidiary in compliance with Section 6.05, and other than directors' qualifying shares and other nominal amounts of Equity Interests that are required to be held by other Persons under applicable requirements of law, no such sale, transfer or other disposition of any Equity Interests in any Borrower shall be permitted.

SECTION 6.06 Sale/Leaseback Transactions. The Loan Parties will not, and will not permit any Subsidiary to, enter into any Sale/Leaseback Transaction, except to the extent such Sale/Leaseback Transaction is entered into in connection with a Specified Disposition.

SECTION 6.07 Swap Agreements. The Loan Parties will not, and will not permit any Subsidiary to, enter into any Swap Agreement, other than Swap Agreements entered into in the ordinary course of business to hedge or mitigate risks to which a Loan Party or a Subsidiary is exposed in the conduct of its business or the management of its liabilities and not for speculative purposes.

SECTION 6.08 Restricted Payments; Certain Payments of Indebtedness.

(a) The Loan Parties will not, and will not permit any Subsidiary to, declare or make, or agree to pay or make, directly or indirectly, any Restricted Payment, or incur any obligation (contingent or otherwise) to do so, except that (i) Parent may declare and pay dividends with respect to its Equity Interests payable solely in additional Equity Interests (other than Disqualified Stock), (ii) any Subsidiary may declare and pay dividends or make other distributions with respect to its capital stock, partnership or membership interests or other similar Equity Interests, or make other Restricted Payments in respect of its Equity Interests, in each case ratably to the holders of such Equity Interests (or, if not ratably, on a basis more favorable to Parent and the Subsidiaries), (iii) the Parent and its Subsidiaries may make Restricted Payments to the extent provided for in the Approved Budget (including Permitted Variances thereto), (iv) [reserved], (v) the Parent may make cash payments in lieu of the issuance of fractional shares representing insignificant

interests in the Parent in connection with the exercise of warrants, options or other securities convertible into or exchangeable for shares of common stock in the Parent, (vi) the Loan Parties may make Restricted Payments to Borrower Representative on or around and upon the execution and effectiveness of the RSA to pay fees and expenses in accordance therewith to the extent permitted in the applicable Orders, (vii) to the extent constituting a Restricted Payment, the Parent and its Subsidiaries may consummate transactions permitted by Section 6.05; and (viii) the Loan Parties may make Restricted Payments to permit payment of franchise and similar taxes, administrative and maintenance expenses, and foreign independent director (or foreign independent member or manager) fees and expenses and related expenses, in each case, of certain non-Debtor affiliate entities to the extent provided in the “first day” orders on a final basis entered by the Court in respect of ongoing cash management in the ordinary course of business consistent with past practice and to the extent provided for in the Approved Budget (including Permitted Variances thereto).

(b) Parent will not, and will not permit any Subsidiary to, make or agree to pay or make, directly or indirectly, any payment or other distribution (whether in cash, securities or other property) of or in respect any Specified Indebtedness (including any sinking fund or similar deposit, on account of the purchase, redemption, retirement, acquisition, cancellation or termination of any Specified Indebtedness), or any payment or other distribution (whether in cash, securities or other property), except:

(i) payments or other distributions in respect of any Specified Indebtedness to the extent provided for in the Approved Budget (including Permitted Variances thereto) and/or permitted by the applicable Orders;

(ii) [reserved];

(iii) to the extent not subject to any mandatory prepayment of the Loans or reinvestment required pursuant to the mandatory prepayment provisions and/or reinvestment provisions of Section 2.11(c), payment of secured Specified Indebtedness that becomes due as a result of (A) any voluntary sale or transfer of any assets (other than assets included in any Borrowing Base) securing such Indebtedness or (B) any casualty or condemnation proceeding (including a disposition in lieu thereof) of any assets (other than assets included in any Borrowing Base) securing such Indebtedness;

(iv) payments of or in respect of Specified Indebtedness solely by issuance of the common stock of Parent;

(v) payments of or in respect of Specified Indebtedness incurred by any Subsidiary that is not a Debtor;

(vi) [reserved];

(vii) [reserved]; and

(viii) other payments or distributions to the extent provided for in the Approved Budget (including Permitted Variances thereto) and/or permitted by the applicable Orders.

SECTION 6.09 Transactions with Affiliates. The Loan Parties will not, and will not permit any Subsidiary to, sell, lease, license or otherwise transfer any assets to, or purchase, lease, license or otherwise acquire any assets from, or otherwise engage in any other transactions with, any of its Affiliates, except (a) transactions in the ordinary course of business at prices and on terms and conditions not less favorable to Parent or such Subsidiary than those that would prevail in an arm’s-length transaction with unrelated third parties, (b) transactions between or among Parent and the Subsidiaries not involving any

other Affiliate, (c) any Restricted Payment permitted by Section 6.08, (d) the payment of reasonable fees and compensation to, and the providing of reasonable indemnities on behalf of, directors and officers of Parent or any Subsidiary, as determined by the board of directors of Parent in good faith, (e) employment contracts or subscription, put/call arrangements with employees, officers or directors, (f) transactions necessary to make adequate protection payments on account of secured Prepetition Indebtedness pursuant to the Final Order and (g) the transactions described in Section 6.09 of the Disclosure Letter.

SECTION 6.10 Restrictive Agreements. The Loan Parties will not, and will not permit any Subsidiary to, directly or indirectly, enter into, incur or permit to exist any agreement or other arrangement that restricts or imposes any condition upon (a) the ability of Parent or any Subsidiary to create, incur or permit to exist any Lien upon any of its assets to secure any Secured Obligations or (b) the ability of any Subsidiary to pay dividends or other distributions with respect to its Equity Interests or to make or repay loans or advances to Parent or any Subsidiary or to Guarantee Indebtedness of Parent or any Subsidiary; provided that (i) the foregoing shall not apply to (A) restrictions and conditions imposed by law or by any Loan Document, (B) restrictions and conditions existing on the Effective Date identified in Section 6.10 of the Disclosure Letter or set forth in any Orders (but shall apply to any amendment or modification), (C) customary restrictions and conditions contained in agreements relating to the sale of a Subsidiary pending such sale, provided that such restrictions and conditions apply only to the Subsidiary that is to be sold and such sale is permitted hereunder, (D) in the case of any Subsidiary that is not a wholly-owned Subsidiary, restrictions and conditions imposed by its organizational documents or any related joint venture or similar agreement, provided that such restrictions and conditions apply only to such Subsidiary and to any Equity Interests in such Subsidiary, (E) restrictions and conditions set forth in the definitive documentation governing the Term Credit Agreement and the Senior Notes, provided that, in the case of clause (a) above, such restrictions and conditions are no more onerous than those set forth in the Term Credit Agreement as in effect on the Effective Date and the Senior Notes Indenture as in effect on the Effective Date, (F) restrictions and conditions imposed by agreements relating to Indebtedness of Subsidiaries that are not Loan Parties permitted under Section 6.01(a) and (G) cash to secure letters of credit and other segregated deposits that are permitted pursuant to Section 6.02(h), provided that such restrictions and conditions apply only to such Subsidiaries that are not Loan Parties, (ii) clause (a) of the foregoing shall not apply to (A) restrictions or conditions imposed by any agreement relating to secured Indebtedness permitted by Section 6.01(a)(v) if such restrictions or conditions apply only to the assets securing such Indebtedness and (B) customary provisions in leases and other agreements restricting the assignment thereof and (iii) clause (b) of the foregoing shall not apply to restrictions and conditions imposed by agreements relating to Indebtedness of any Subsidiary in existence at the time such Subsidiary became a Subsidiary and otherwise permitted under Section 6.01(a) (but shall apply to any amendment or modification expanding the scope of, any such restriction or condition), provided that such restrictions and conditions apply only to such Subsidiary. Nothing in this paragraph shall be deemed to modify the obligations of the Loan Parties under Sections 5.04 or 5.15 or under the Collateral Documents.

SECTION 6.11 Amendment of Organizational Documents and Documents Governing Specified Indebtedness. The Loan Parties will not, and will not permit any Subsidiary to, amend, modify or waive any of its rights under its certificate of incorporation, by-laws or other organizational documents, in either case, to the extent such amendment, modification or waiver would be adverse to the rights or interests of the Lenders hereunder or under any other Loan Document. The Loan Parties will not, and will not permit any Subsidiary to, amend, modify or change in any manner adverse to the interest of the Lender any term or condition of any documentation governing Specified Indebtedness except as contemplated by the RSA; provided that immaterial amendment of an administrative, ministerial or technical nature may be made so long as contemporaneous written notice thereof is provided to the Administrative Agent. The Loan Parties will not, and will permit any Subsidiary to, amend, modify or waive any of its rights under its certificate of incorporation, by-laws or other organizational documents, in either case, to the extent such

amendment, modification or waiver would be adverse to the rights or interests of the Lenders hereunder or under any other Loan Document.

SECTION 6.12 Financial Covenants.

(a) Minimum Availability. The Loan Parties will not permit Availability at any time to be less than the greater of (i) 10% of the Line Cap and (ii) \$40,000,000.

(b) Variances. Commencing at the end of the fourth full fiscal week following the Petition Date and for each fiscal week thereafter, the Loan Parties shall not permit (i) Actual Cash Receipts for any Cumulative Four-Week Period to be less than 90% of Budgeted Cash Receipts for any such Cumulative Four-Week Period and (ii) the Actual Disbursement Amount for any Cumulative Four-Week Period to be greater than 110% of the Budgeted Disbursement Amount for any such Cumulative Four Week Period.

SECTION 6.13 Changes in Fiscal Periods. Parent will not change its fiscal year or its method of determining fiscal quarters without the written consent of the Administrative Agent.

SECTION 6.14 Canadian Pension Plans. The Loan Parties shall not (a) contribute to or assume an obligation to contribute to any Canadian Defined Benefit Plan, without the prior written consent of the Administrative Agent, (b) acquire an interest in any Person if such Person sponsors, maintains or contributes to, or at any time in the five-year period preceding such acquisition has sponsored, maintained, or contributed to a Canadian Defined Benefit Plan, without the prior written consent of the Administrative Agent; or (c) wind-up any Canadian Defined Benefit Plan, in whole or in part, unless it has obtained written advice from the actuary for such plan that the plan (or part thereof in the case of a partial windup) is fully funded or has no unfunded liability at the effective date of the windup, without the prior written consent of the Administrative Agent.

SECTION 6.15 Sanctions. The Parent and its Subsidiaries will not, directly or, to its knowledge, indirectly, use the proceeds of any Borrowing or any Letter of Credit, or lend, contribute or otherwise make available such proceeds to any Subsidiary, joint venture partner or other individual or entity, to fund any activities of or business with any individual or entity, or in any Sanctioned Country, that, at the time of such funding, is the subject of Sanctions, or in any other manner that will result in a violation by an individual or entity (including any individual or entity participating in the transaction, whether as Lender, Arranger, Administrative Agent, or otherwise) of Sanctions.

SECTION 6.16 Anti-Corruption Laws. The Parent and its Subsidiaries will not, directly or indirectly, use the proceeds of any Borrowing or any Letter of Credit for any purpose which would breach any Anti-Corruption Laws.

SECTION 6.17 Reclamation Claims. No Loan Party shall enter into any agreement to return any of its Inventory to any of its creditors for application against any Prepetition Indebtedness, Prepetition trade payables or other Prepetition claims under Section 546(c) of the Bankruptcy Code or allow any creditor to take any setoff or recoupment against any of its Prepetition Indebtedness, Prepetition trade payables or other Prepetition claims based upon any such return pursuant to Section 553(b)(1) of the Bankruptcy Code or otherwise if, after giving effect to any such agreement, setoff or recoupment, the aggregate amount applied to Prepetition Indebtedness, Prepetition trade payables and other Prepetition claims subject to all such agreements, setoffs and recoupments since the Petition Date would exceed \$1,500,000.

SECTION 6.18 Insolvency Proceeding Claims. No Loan Party shall incur, create, assume, suffer to exist or permit any other superpriority administrative claim which is *pari passu* with or senior to the claim of the Administrative Agent or the Lenders against the Debtors, except as set forth in the Interim Order or Final Order or with the written consent of the Administrative Agent.

SECTION 6.19 [Reserved.]

SECTION 6.20 Subrogation. No Loan Party shall assert any right of subrogation or contribution with respect to the Secured Obligations against any other Loan Party.

ARTICLE VII

Events of Default

If any of the following events ("Events of Default") shall occur:

(a) any Borrower shall fail to pay any principal of any Loan or any reimbursement obligation in respect of any LC Disbursement when and as the same shall become due and payable, whether at the due date thereof or at a date fixed for prepayment thereof or otherwise;

(b) any Borrower shall fail to pay any interest on any Loan or any fee or any other amount (other than an amount referred to in clause (a) of this Article) payable under this Agreement, when and as the same shall become due and payable, and such failure shall continue unremedied for a period of three (3) Business Days;

(c) any representation, warranty or certification made or deemed made by or on behalf of Parent or any Subsidiary in or in connection with this Agreement or any other Loan Document or any amendment or modification thereof or waiver thereunder, or in any report, certificate, financial statement or other document furnished pursuant to or in connection with this Agreement or any other Loan Document or any amendment or modification thereof or waiver thereunder, shall prove to have been materially incorrect when made or deemed made (or, in the case of any representation, warranty or certification qualified by materiality, incorrect);

(d) any Loan Party shall fail to observe or perform any covenant, condition or agreement contained in Sections 5.01, 5.02(a), 5.05 (with respect to the existence of any Borrower), 5.11, 5.19, 5.20 or 5.21 or in Article VI;

(e) (i) any Loan Party shall fail to comply with Sections 5.08 or 5.14 or Section 4.04(b) of either Security Agreement and any such failure shall continue unremedied for a period of four (4) Business Days or more or (ii) any Loan Party shall fail to observe or perform any other covenant, condition or agreement contained in this Agreement or any other Loan Document (other than those specified in clause (a), (b) or (d) of this Article or in the preceding provisions of this clause (e)), and such failure shall continue unremedied for a period of twenty (20) days after the earlier of (i) any Loan Party's knowledge of such breach or (ii) notice thereof from the Administrative Agent;

(f) except as a result of commencement of the Cases or entry into this Agreement, unless the payment, acceleration and/or the exercise of remedies with respect to any such Indebtedness is stayed by the Court or unless any of the following results from obligations with respect to which the Court prohibits or does not permit any Loan Party from applicable compliance, Parent or any Subsidiary shall fail to make any payment (whether of principal, interest, termination payment or other payment obligation and regardless of amount) in respect of any Material

Indebtedness (other than the Obligations) when and as the same shall become due and payable (after giving effect to any applicable grace period);

(g) except as a result of commencement of the Cases or entry into this Agreement, unless the payment, acceleration and/or the exercise of remedies with respect to any such Indebtedness is stayed by the Court or unless any of the following results from obligations with respect to which the Court prohibits or does not permit any Loan Party from applicable compliance, (i) any event or condition shall occur that results in any Material Indebtedness becoming due, or being terminated or required to be prepaid, repurchased, redeemed or defeased, prior to its scheduled maturity, or that enables or permits (with or without the giving of notice, the lapse of time or both) the holder or holders of any Material Indebtedness or any trustee or agent on its or their behalf, or, in the case of any Swap Agreement, the applicable counterparty, to cause any Material Indebtedness to become due, or to terminate or to require the prepayment, repurchase, redemption or defeasance thereof, prior to its scheduled maturity; provided that this clause (g) shall not apply to any secured Indebtedness that becomes due as a result of the voluntary sale or transfer of the assets securing such Indebtedness;

(h) [reserved];

(i) [reserved];

(j) [reserved];

(k) [reserved];

(l) except for any order of the Court fixing the amount of any Claim in the Cases, one or more judgments for the payment of money in an aggregate amount in excess of \$20,000,000 (to the extent not covered by independent third-party insurance as to which the insurer has been notified of such judgment and has not denied coverage) shall be rendered against Parent or any Subsidiary, or any combination thereof, and the same shall remain undischarged for a period of thirty (30) consecutive days during which execution shall not be effectively stayed, or any action shall be legally taken by a judgment creditor to attach or levy upon any assets of Parent or any Subsidiary to enforce any such judgment;

(m) one or more ERISA Events shall have occurred that would, individually or in the aggregate, reasonably be expected to result in a Material Adverse Effect;

(n) a Change in Control shall occur;

(o) any Loan Guarantee or the Loan Guarantee (as defined in the Prepetition Credit Agreement) shall fail to remain in full force or effect or any action shall be taken to discontinue or to assert the invalidity or unenforceability of any Loan Guarantee or the Loan Guarantee (as defined in the Prepetition Credit Agreement), or any Loan Guarantor shall fail to comply in any material respect with any of the terms or provisions of the Loan Guarantee or the Loan Guarantee (as defined in the Prepetition Credit Agreement) to which it is a party, or any Loan Guarantor shall deny that it has any further liability under the Loan Guarantee or the Loan Guarantee (as defined in the Prepetition Credit Agreement) to which it is a party, or shall give notice to such effect (except as a result of the release thereof as provided herein);

(p) any Lien purported to be created under any Collateral Document or any Collateral Document (as defined in the Prepetition Credit Agreement) and the Orders shall cease to be, or

shall be asserted by any Loan Party not to be, a valid and perfected Lien on any material Collateral, with the priority required by the applicable Collateral Document or applicable Collateral Document (as defined in the Prepetition Credit Agreement), except (i) as a result of the sale or other disposition of the applicable Collateral in a transaction permitted under the Loan Documents, (ii) the release thereof as provided in the applicable Collateral Document or applicable Collateral Document (as defined in the Prepetition Credit Agreement) or Section 9.02(c) or (iii) as a result of the failure of the Administrative Agent to (A) maintain possession of any stock certificates, promissory notes or other instruments delivered to it under the Security Agreements or (B) continue in accordance with applicable law the effectiveness of any UCC or PPSA financing statement; or

(q) the Intercreditor Agreement, as supplemented and modified by the Intercreditor Acknowledgment, is not or ceases to be binding on or enforceable against any party thereto (or against any Person on whose behalf any such party makes any covenant or agreements therein), or shall otherwise not be effective to create the rights and obligations purported to be created thereunder, in each case in any respect material to the Administrative Agent or the other Lender Parties, or any Loan Party, the Term Agent, any Term Loan Lender or any Affiliate of any of the foregoing shall have commenced a suit or an action, including any motion or adversary proceeding in the Cases, contesting in any manner the validity or enforceability thereof or deny that it has any further liability or obligation thereunder, or the Obligations, for any reason shall not have the priority contemplated by this Agreement, the Prepetition Credit Agreement or the Intercreditor Agreement, as supplemented and modified by the Intercreditor Acknowledgment;

(r) any Loan Party or any of its Subsidiaries is enjoined, restrained or in any way prevented by the order of any court or any Governmental Authority from conducting, or otherwise ceases to conduct for any reason whatsoever, all or any material part of its business for more than thirty (30) consecutive days (other than in connection with Specified Dispositions);

(s) the Loan Parties attempt to consummate a sale of substantially all of its assets via a Plan of Reorganization (other than an Acceptable Plan) or a 363 sale without the prior written consent of the Required Lenders;

(t) the RSA is terminated for any reason, or is modified, amended or waived in any manner materially adverse to the Lender Parties without the prior written consent of the Administrative Agent and the Required Lenders;

(u) any Loan Party or any Subsidiary, or any Person claiming by or through any Loan Party or any Subsidiary, shall file a motion in the Cases or take any action or file any Plan of Reorganization or disclosure statement attendant thereto without the express written consent of the Required Lenders (or the Administrative Agent at the direction of the Required Lenders), (i) to obtain additional financing under Section 364(d) of the Bankruptcy Code not otherwise permitted under this Agreement or (ii) except as provided in the Interim Order, the Canadian Recognition Order or Final Order, as the case may be, to use cash collateral of the Administrative Agent, the Lenders and the other Lender Parties or the Prepetition Agent, the Prepetition Lenders or the Lender Parties (as defined under the Prepetition Credit Agreement) under Section 363(c) of the Bankruptcy Code, that, in each case, is ABL Priority Collateral and does not either have the prior written consent of the Required Lenders (or the Administrative Agent at the direction of the Required Lenders) or provide for the payment of the Obligations and the Prepetition Lender Obligations in full in cash and in cash upon the incurrence of such additional financing;

(v) an order with respect to any of the Cases shall be entered by the Court or the Canadian Court (i) appointing a trustee under Section 1104, (ii) appointing an examiner with

enlarged powers relating to the operation of the business (powers beyond those set forth in section 1106(a)(3) and (4) of the Bankruptcy Code) under Section 1106(b) of the Bankruptcy Code, (iii) converting the Cases to cases under Chapter 7 of the Bankruptcy Code (but excluding for the avoidance of doubt, in each case, the Monitor) or (iv) lifting the stay of proceedings in the Canadian Case to permit the appointment of a receiver, interim receiver or similar official, an assignment in bankruptcy, or the making of a bankruptcy order or receiving order against or in respect of the Canadian Borrower (but excluding for the avoidance of doubt, in each case, the appointment of the Information Officer);

(w) an order shall be entered by the Court or the Canadian Court dismissing any of the Cases which does not contain a provision for termination of all Revolving Commitments, and payment in full in cash of all Obligations and Prepetition Lender Obligations upon entry thereof;

(x) an order with respect to any of the Cases shall be entered by the Court or the Canadian Court without the express prior written consent of the Required Lenders (and with respect to any provisions that affect the rights or duties of the Administrative Agent) (i) to revoke, reverse, stay, modify, supplement or amend the Orders or the Canadian Recognition Order in a manner materially adverse to the Lenders and/or the Administrative Agent or (ii) to permit, unless otherwise contemplated by the Orders or the Canadian or (iv) lifting the stay of proceedings in the Canadian Case to permit the appointment of a receiver, interim receiver or similar official, an assignment in bankruptcy, or the making of a bankruptcy order or receiving order against or in respect of the Canadian Borrower or the Canadian Guarantors (but excluding for the avoidance of doubt, in each case, the appointment of the Information Officer) Order, any administrative expense or any Claim (now existing or hereafter arising, of any kind or nature whatsoever) to have administrative priority equal or superior to the administrative priority of the Loan Parties' Claims in respect of the Obligations (other than the Carve-Out or the Canadian Administration Charge);

(y) (i) an application for any of the orders described in clause (v) above shall be made by a Loan Party or any such application shall be made by a Person other than the Loan Parties and such application is not contested by the Loan Parties in good faith or the relief requested is not withdrawn, dismissed or denied within forty-five (45) days after the filing or (ii) any Person obtains an order under Section 506(c) of the Bankruptcy Code against the Administrative Agent, any Lender or any of the Collateral or against the Prepetition Agent, any Prepetition Lender or any Collateral (as defined in the Prepetition Credit Agreement);

(z) (i) the entry of an order by the Court terminating or modifying the exclusive right of any Loan Party to file a Plan of Reorganization pursuant to Section 1121 of the Bankruptcy Code, without the prior written consent of the Required Lenders or (ii) any Loan Parties' exclusive right to file a Plan of Reorganization expires;

(aa) any Loan Party shall fail to comply with the Interim Order, the Canadian Recognition Order or Final Order, as the case may be;

(bb) any order by the Court or the Canadian Court is entered granting any superpriority claim that is *pari passu* with or senior to those of the Lender Parties or any Lien that is senior to or *pari passu* with the Liens securing the Obligations, other than the Canadian Administration Charge or otherwise in accordance with the applicable Order or the Canadian Recognition Order;

(cc) the Court enters an order that is adverse in any material respect, when taken as a whole, to the interests of the Administrative Agent and the Lenders or the Prepetition Agent and the Prepetition

Lenders or their respective rights and remedies in their capacities as such under this Agreement or the Prepetition Credit Agreement or in any of the Cases;

(dd) the Loan Parties or any of their Subsidiaries, or any Person claiming by or through the Loan Parties or any of their Subsidiaries, obtain court authorization to commence, or commence, join in, assist or otherwise participate as an adverse party in any suit or other proceeding against any of the Administrative Agent or the Lenders in each case relating to this Agreement, in each case other than as permitted by the Orders or the Canadian Recognition Order;

(ee) the Court or the Canadian Court enters an order in the Cases avoiding or permitting recovery of any portion of the payments made on account of the Obligations owing under this Agreement or the other Loan Documents or the Prepetition Lender Obligations owing under the Prepetition Loan Documents;

(ff) the filing by any of the Loan Parties of a Plan of Reorganization other than an Acceptable Plan or any order in any of the Cases is entered by the Court or the Canadian Court confirming or sanctioning a Plan of Reorganization other than an Acceptable Plan;

(gg) any Loan Party shall challenge, support (in any such case by way of any motion or other pleading filed with the Court) any other Person's motion to, disallow in whole or in part, any payments made to the Administrative Agent or any other Lender Party with respect to the Obligations or the Prepetition Agent or the Prepetition Lenders with respect to the Prepetition Lender Obligations, or without the consent of the Administrative Agent, the filing of any motion by the Loan Parties seeking approval of (or the entry of an order by any Court approving) adequate protection to any Prepetition agent that is not permitted by Section 6.02; or

(hh) any Loan Party shall file a motion seeking, or the Court shall enter an order granting, relief from or modifying the Automatic Stay (other than in connection with the Specified Disposition or in accordance with Approved Budget) to permit actions that would have a Material Adverse Effect on the Debtors or their estates (taken as a whole);

then, notwithstanding anything in Section 362 of the Bankruptcy Code, but subject to the Remedies Notice Period and the Orders and the Canadian Recognition Order, and in every such event, and at any time thereafter during the continuance of such event, the Administrative Agent may, and at the request of the Required Lenders shall, by notice to the Borrower Representative, take either or both of the following actions, at the same or different times: (i) terminate the Revolving Commitments, and thereupon the Revolving Commitments shall terminate immediately, (ii) terminate the "Exit Revolving Commitments" under and as defined in the Exit Facility Term Sheet and (iii) declare the Loans then outstanding to be due and payable in whole (or in part, in which case any principal not so declared to be due and payable may thereafter be declared to be due and payable), and thereupon the principal of the Loans so declared to be due and payable, together with accrued interest thereon and all fees and other obligations of the Borrowers accrued hereunder, shall become due and payable immediately, in each case without presentment, demand, protest or other notice of any kind, all of which are hereby waived by the Borrowers, and, subject to the Remedies Notice Period, the Automatic Stay shall be deemed automatically vacated without further action or order of the Court and the Administrative Agent shall be entitled to (A) exercise on behalf of itself and the Lender Parties all rights and remedies available to it and the Lender Parties under the Loan Documents or applicable law (including, without limitation, the right to direct any or all of the Loan Parties to sell or otherwise dispose of any or all of the Collateral (subject to the Intercreditor Agreement)) or (B) take any and all actions described in the Orders and the Canadian Recognition Order, including, without limitation, those actions specified in the Orders and the Canadian Recognition Order after the occurrence of any Event of Default.

At any hearing during the Remedies Notice Period to contest the enforcement of remedies, the only issue that may be raised by any party in opposition thereto shall be whether, in fact, an Event of Default has occurred, and the Loan Parties hereby waive their right to and shall not be entitled to seek relief, including, without limitation, under Section 105 of the Bankruptcy Code, to the extent that such relief would in any way impair or restrict the rights and remedies of the Administrative Agent or the Lender Parties, as set forth in this Agreement, the Orders, the Canadian Recognition Order or other Loan Documents. It is agreed and understood that the Administrative Agent may not charge default interest pursuant to this Agreement during such time as the occurrence of such Event of Default is being contested during the Remedies Notice Period but once determined that such Event of Default exists, the Administrative Agent may charge default interest pursuant to this Agreement retroactively to cover the period from which the Event of Default exists through the date of determination.

ARTICLE VIII

The Administrative Agents

Each of the Lenders and each of the Issuing Banks hereby irrevocably appoints the Administrative Agent and, as applicable, the Canadian Administrative Agent and their respective successors to serve in such capacities under the Loan Documents (and in the case of the Administrative Agent, to serve as collateral agent), and authorizes each such Agent to take such actions on its behalf, including execution of the other Loan Documents, and to exercise such powers as are delegated to such Agent by the terms of the Loan Documents, together with such actions and powers as are reasonably incidental thereto. Without limiting the generality of the foregoing, each Lender hereby authorizes the Administrative Agent to consent, on behalf of each Lender, to the Interim Order, the Final Order and the Canadian Recognition Order, each to be negotiated between the Loan Parties, the Administrative Agent, certain other parties and the statutory committees appointed pursuant to Sections 327 and 1103 of the Bankruptcy Code, as applicable.

For greater certainty, and without limiting the powers of the Administrative Agent under this Agreement or under any of the other Loan Documents, for the purposes of holding any security granted by any Loan Party pursuant to the laws of the Province of Québec, each Lender and Issuing Bank hereby irrevocably appoints and authorizes the Administrative Agent to act as the hypothecary representative (in such capacity, the "Hypothecary Representative") of the Lender Parties, as contemplated under Article 2692 of the Civil Code of Québec. The Hypothecary Representative shall (i) have exclusive right and authority to exercise, except as may be otherwise specifically restricted by the terms hereof, all rights and remedies given to the Hypothecary Representative pursuant to any hypothec, (ii) benefit from and be subject to all provisions hereof with respect to the Administrative Agent, mutatis mutandis, including without limitation, all such provisions with respect to the liability or responsibility to and indemnification by the Lender Parties, (iii) be entitled to delegate from time to time any of its powers or duties under any hypothec, on such terms and conditions as it may determine from time to time. Any person who becomes a Lender Party shall be deemed to have consented to and confirmed the Hypothecary Representative as the hypothecary representative and to have ratified, as of the date it becomes a Lender Party, all actions taken by the Hypothecary Representative in such capacity. The substitution of the Administrative Agent pursuant to the provisions of Article VIII hereto shall also constitute the substitution of the Hypothecary Representative.

Each bank serving as the Administrative Agent or Canadian Administrative Agent hereunder shall have the same rights and powers in its capacity as a Lender as any other Lender or Issuing Bank and may exercise the same as though it were not the Administrative Agent or Canadian Administrative Agent, and such bank and its Affiliates may accept deposits from, lend money to, own securities of, act as the financial advisor or in any other advisory capacity for and generally engage in any kind of business with any Loan Party or any Subsidiary or other Affiliate thereof as if it were not the Administrative Agent or Canadian

Administrative Agent hereunder and without any duty to account therefor to the Lenders or the Issuing Banks.

Neither of the Administrative Agents shall have any duties or obligations except those expressly set forth in the Loan Documents. Without limiting the generality of the foregoing, (a) neither of the Administrative Agents shall be subject to any fiduciary or other implied duties, regardless of whether a Default has occurred and is continuing (and it is understood and agreed that the use of the term “agent” herein or in any other Loan Documents (or any other similar term) with reference to the Administrative Agents is not intended to connote any fiduciary or other implied (or express) obligations arising under agency doctrine of any applicable law, and that such term is used as a matter of market custom and is intended to create or reflect only an administrative relationship between contracting parties), (b) neither of the Administrative Agents shall have any duty to take any discretionary action or to exercise any discretionary power, except discretionary rights and powers expressly contemplated by the Loan Documents that the Applicable Administrative Agent is required to exercise as directed in writing by the Required Lenders (or such other number or percentage of the Lenders as shall be necessary, or as the Applicable Administrative Agent shall believe in good faith to be necessary, under the circumstances as provided in the Loan Documents); provided that the Applicable Administrative Agent shall not be required to take any action that, in its opinion, could expose such Administrative Agent to liability or be contrary to any Loan Document or applicable law, and (c) except as expressly set forth in the Loan Documents, neither of the Administrative Agents shall have any duty to disclose and shall be liable for the failure to disclose, any information relating to any Loan Party or any Subsidiary or other Affiliate thereof that is communicated to or obtained by such bank serving as Administrative Agent or Canadian Administrative Agent or any of their respective Affiliates in any capacity. Neither of the Administrative Agents shall be liable for any action taken or not taken by it with the consent or at the request of the Required Lenders (or such other number or percentage of the Lenders as shall be necessary, or as the Applicable Administrative Agent shall believe in good faith to be necessary, under the circumstances as provided in the Loan Documents) or in the absence of its own bad faith, gross negligence or willful misconduct (such absence to be presumed unless otherwise determined by a court of competent jurisdiction by a final and nonappealable judgment). Neither of the Administrative Agents shall be deemed to have knowledge of any Default unless and until written notice thereof (stating that it is a “notice of default”) is given to the such Person by the Borrower Representative or a Lender, and such Person shall not be responsible for or have any duty to ascertain or inquire into (i) any statement, warranty or representation made in or in connection with any Loan Document, (ii) the contents of any certificate, report or other document delivered hereunder or in connection with any Loan Document, (iii) the performance or observance of any of the covenants, agreements or other terms or conditions set forth in any Loan Document or the occurrence of any Default, (iv) the sufficiency, validity, enforceability, effectiveness or genuineness of any Loan Document or any other agreement, instrument or document, (v) the creation, perfection or priority of Liens on the Collateral or the existence of the Collateral, or (vi) the satisfaction of any condition set forth in Article IV or elsewhere in any Loan Document, other than to confirm receipt of items expressly required to be delivered to the Applicable Administrative Agent.

Each of the Administrative Agents shall be entitled to rely, and shall not incur any liability for relying, upon any notice, request, certificate, consent, statement, instrument, document or other writing (including any electronic message, Internet or intranet website posting or other distribution) believed by it to be genuine and to have been signed, sent or otherwise authenticated by the proper Person (whether or not such Person in fact meets the requirements set forth in the Loan Documents for being the signatory, sender or authenticator thereof). Each of the Administrative Agents also shall be entitled to rely, and shall not incur any liability for relying, upon any statement made to it orally or by telephone and believed by it to be made by the proper Person (whether or not such Person in fact meets the requirements set forth in the Loan Documents for being the signatory, sender or authenticator thereof), and may act upon any such statement prior to receipt of written confirmation thereof. In determining compliance with any condition hereunder to the making of a Loan, or the issuance, extension, renewal or increase of a Letter of Credit, that

by its terms must be fulfilled to the satisfaction of a Lender or an Issuing Bank, the Applicable Administrative Agent may presume that such condition is satisfactory to such Lender or Issuing Bank unless such Applicable Administrative Agent shall have received notice to the contrary from such Lender or Issuing Bank prior to the making of such Loan or the issuance of such Letter of Credit. Each of the Administrative Agents may consult with legal counsel (who may be counsel for the Borrowers), independent accountants and other experts selected by it, and shall not be liable for any action taken or not taken by it in accordance with the advice of any such counsel, accountants or experts.

Each of the Administrative Agents may perform any and all of its duties and exercise its rights and powers hereunder or under any other Loan Document by or through any one or more sub-agents appointed by such Person. Each of the Administrative Agents and any such sub-agent may perform any and all of its duties and exercise its rights and powers through their respective Related Parties. The exculpatory provisions of this Article shall apply to any such sub-agent and to the Related Parties of each of the Administrative Agents and any such sub-agent, and shall apply to their respective activities in connection with the syndication of the credit facilities provided for herein as well as activities as each of the Administrative Agents. Neither of the Administrative Agents shall be responsible for the bad faith, negligence or misconduct of any sub-agents except to the extent that a court of competent jurisdiction determines in a final and nonappealable judgment that such Agent acted with bad faith, gross negligence or willful misconduct in the selection of such sub-agents.

Subject to the appointment and acceptance of a successor Agent as provided in this paragraph, each of the Administrative Agents may resign at any time by notifying the Lenders, the Issuing Banks and the Borrower Representative. Upon any such resignation, the Required Lenders shall have the right, in consultation with the Borrowers, to appoint a successor that is an Eligible Successor Agent. If no successor shall have been so appointed by the Required Lenders and shall have accepted such appointment within 30 days after the retiring Agent gives notice of its resignation, then the retiring Agent may, in consultation with the Borrower Representative, on behalf of the Lenders and the Issuing Banks, appoint a successor Administrative Agent or Canadian Administrative Agent, as applicable, which is an Eligible Successor Agent. Upon the acceptance of its appointment as an Administrative Agent or Canadian Administrative Agent, as applicable, hereunder by a successor, such successor shall succeed to and become vested with all the rights, powers, privileges and duties of the retiring Administrative Agent or Canadian Administrative Agent, as applicable, and the retiring Administrative Agent or Canadian Administrative Agent, as applicable, shall be discharged from its duties and obligations hereunder. The fees payable by the Borrowers to a successor Administrative Agent or Canadian Administrative Agent, as applicable, shall be the same as those payable to its predecessor unless otherwise agreed between the Borrowers and such successor. After an Administrative Agent or Canadian Administrative Agent, as applicable, resigns hereunder, the provisions of this Article, Section 2.17(d) and Section 9.03 shall continue in effect for the benefit of such retiring Person, its sub-agents and their respective Related Parties in respect of any actions taken or omitted to be taken by any of them while it was acting as Agent.

Each Lender and Issuing Bank acknowledges that it has, independently and without reliance upon either of the Administrative Agents, the Arrangers, any Lender or any Issuing Bank, the Debtors' Investment Banker or any of the Related Parties of any of the foregoing, and based on such documents and information as it has deemed appropriate, made its own credit analysis and decision to enter into this Agreement. Each Lender and Issuing Bank also acknowledges that it will, independently and without reliance upon either of the Administrative Agents, the Arrangers, any Lender or any Issuing Bank, or any of the Related Parties of any of the foregoing, and based on such documents and information as it shall from time to time deem appropriate, continue to make its own decisions in taking or not taking action under or based upon this Agreement, any other Loan Document or any related agreement or any document furnished hereunder or thereunder.

The Loan Parties acknowledge and agree that the Administrative Agent may prepare and distribute to the Lenders Reports containing information obtained by the Administrative Agent through the exercise of its inspection rights under Section 5.09. Each Lender hereby agrees that (a) it has requested a copy of each Report prepared by or on behalf of the Administrative Agent; (b) the Administrative Agent (i) makes no representation or warranty, express or implied, as to the completeness or accuracy of any Report or any of the information contained therein or any inaccuracy or omission contained in or relating to a Report and (ii) shall not be liable for any information contained in any Report; (c) the Reports are not comprehensive audits or examinations and that the Administrative Agent undertakes no obligation to update, correct or supplement the Reports; (d) it will keep all Reports confidential and strictly for its internal use, not share the Report with any Loan Party or any other Person except as otherwise permitted pursuant to this Agreement; and (e) without limiting the generality of any other indemnification provision contained in this Agreement, it will pay and protect, and indemnify, defend, and hold the Administrative Agent and any such other Person preparing a Report harmless from and against, the claims, actions, proceedings, damages, costs, expenses, and other amounts (including reasonable attorney fees) incurred by as the direct or indirect result of any third parties who might obtain all or part of any Report through the indemnifying Lender.

To the extent required by any applicable laws (as determined in good faith by the Administrative Agents), the Administrative Agents may withhold from any payment to any Lender under any Loan Document an amount equivalent to any applicable withholding Tax. Without limiting or expanding the provisions of Section 2.17, each Lender shall indemnify and hold harmless the Administrative Agents against, and shall make payable in respect thereof within 10 days after demand therefor, any and all Taxes and any and all related losses, claims, liabilities and expenses (including fees, charges and disbursements of any counsel for the Administrative Agents) incurred by or asserted against the Administrative Agents by the IRS or any other Governmental Authority as a result of the failure of the Administrative Agents to properly withhold Tax from amounts paid to or for the account of such Lender for any reason (including because the appropriate form was not delivered or not properly executed, or because such Lender failed to notify the Administrative Agents of a change in circumstance that rendered the exemption from, or reduction of withholding Tax ineffective). A certificate as to the amount of such payment or liability delivered to any Lender by the Administrative Agents shall be conclusive absent manifest error. Each Lender hereby authorizes the Administrative Agent to set off and apply any and all amounts at any time owing to such Lender under this Agreement or any other Loan Document against any amount due the Administrative Agents under this paragraph. The agreements in this paragraph shall survive the resignation and/or replacement of the Administrative Agents, any assignment of rights by, or the replacement of, a Lender, the termination of the Commitments and the repayment, satisfaction or discharge of all other Obligations.

The provisions of this Article are solely for the benefit of each of the Agents, the Lenders and the Issuing Banks, and, except solely to the extent of the Borrowers' rights to consent pursuant to and subject to the conditions set forth in this Article, none of the Borrowers or any other Loan Party shall have any rights as a third party beneficiary of any such provisions. Each Lender Party, whether or not a party hereto, will be deemed, by its acceptance of the benefits of the Collateral and of the Loan Guarantee provided under the Loan Documents, to have agreed to the provisions of this Article.

Notwithstanding anything herein to the contrary, none of the Arrangers, any Person named on the cover page of this Agreement as a Co-Syndication Agent or a Co-Documentation Agent and the Debtors' Investment Banker shall have any duties or obligations under this Agreement or any other Loan Document (except in its capacity, as applicable, as a Lender or an Issuing Bank), but all such Persons shall have the benefit of the indemnities to the extent referenced and provided for hereunder.

ARTICLE IX

Miscellaneous

SECTION 9.01 Notices.

(a) Except in the case of notices and other communications expressly permitted to be given by telephone (and subject to paragraph (b) of this Section), all notices and other communications provided for herein shall be in writing and shall be delivered by hand or overnight courier service, mailed by certified or registered mail or sent by electronic transmission, as follows:

(i) if to any Loan Party, to the Borrower Representative at:

[_____]
[_____]
[_____]
Attention: [_____]
Facsimile No: [●]
Email: [_____]

and

[_____]
[_____]
[_____]
Attention: [_____]
Facsimile No: [●]
Email: [_____]5

With a copy to (which shall not constitute notice):

Kirkland & Ellis LLP
2049 Century Park East, Suite 3700
Los Angeles, CA 90067
Attention: David M. Nemecek, P.C.
E-mail: david.nemecek@kirkland.com

(ii) if to the Administrative Agent, JPMCB in its capacity as an Issuing Bank or the Swingline Lender, to JPMorgan Chase Bank, N.A. at:

2200 Ross Avenue, 9th Floor
Dallas, Texas 75201
Attention: Jon Eckhouse
Facsimile No: (214) 965-2594
Email: jon.eckhouse@jpmorgan.com

With a copy to:
Morgan Lewis & Bockius LLP
One Federal Street

5 To be provided.

Boston, Massachusetts 02110
Attention: Matthew F. Furlong, Esq.
Facsimile No. (617) 341-7701
E-mail: matthew.furlong@morganlewis.com

(iii) if to the Canadian Administrative Agent, to JPMorgan Chase Bank, N.A. Toronto Branch, at:

Suite 4500, 66 Wellington St W.
Toronto, ON M5K 1A1
Attention: Agostino Marchetti
Facsimile No: (416) 981-2375
Email: agostino.a.marchetti@jpmorgan.com

(iv) if to any other Issuing Bank, to it at its address or electronic transmission address most recently specified by it in a notice delivered to the Administrative Agent and the Borrower Representative; and

(v) if to any other Lender, to it at its address or electronic transmission address set forth in its Administrative Questionnaire.

All such notices and other communications (i) sent by hand or overnight courier service, or mailed by certified or registered mail, shall be deemed to have been given when received, (ii) sent by electronic transmission shall be deemed to have been given when sent (or, if not given during normal business hours for the recipient, at the opening of business on the next Business Day for the recipient) and (iii) delivered through electronic communications to the extent provided in paragraph (b) of this Section shall be effective as provided in such paragraph.

(b) Notices and other communications to the Lenders and Issuing Banks hereunder may be delivered or furnished by electronic communications (including e-mail and internet or intranet websites) pursuant to procedures approved by the Administrative Agent; provided that the foregoing shall not apply to notices under Article II to any Lender or Issuing Bank if such Lender or Issuing Bank, as applicable, has notified the Administrative Agent that it is incapable of receiving notices under such Article by electronic communication. The Administrative Agent or the Borrower Representative (on behalf of the Loan Parties) may, in its discretion, agree to accept notices and other communications to it hereunder by electronic communications pursuant to procedures approved by it; provided that approval of such procedures may be limited to particular notices or communications. All such notices and other communications (i) sent to an e-mail address shall be deemed received upon the sender's receipt of an acknowledgement from the intended recipient (such as by return e-mail or other written acknowledgement), provided that if not given during the normal business hours of the recipient, such notice or communication shall be deemed to have been given at the opening of business on the next Business Day for the recipient, and (ii) posted to an Internet or intranet website shall be deemed received upon the deemed receipt by the intended recipient at its e-mail address as described in the foregoing clause (b)(i) of notification that such notice or communication is available and identifying the website address therefor.

(c) Any party hereto may change its address or electronic transmission address for notices and other communications hereunder by notice to the other parties hereto.

(d) The Loan Parties agree that the Administrative Agent and the Canadian Administrative Agent may, but shall not be obligated to, make any Communication by posting such Communication on Debt Domain, Intralinks, Syndtrak or a similar electronic transmission system (the "Platform"). The

Platform is provided “as is” and “as available.” Neither of the Administrative Agents nor any of their Related Parties warrants, or shall be deemed to warrant, the adequacy of the Platform and expressly disclaim liability for errors or omissions in the Communications. No warranty of any kind, express, implied or statutory, including any warranty of merchantability, fitness for a particular purpose, non-infringement of third-party rights or freedom from viruses or other code defects, is made, or shall be deemed to be made, by either of the Administrative Agents or any of their Related Parties in connection with the Communications or the Platform.

SECTION 9.02 Waivers; Amendments.

(a) No failure or delay by the Administrative Agent, the Canadian Administrative Agent, any Issuing Bank or any Lender in exercising any right or power hereunder or under any other Loan Document shall operate as a waiver thereof, nor shall any single or partial exercise of any such right or power, or any abandonment or discontinuance of steps to enforce such a right or power, preclude any other or further exercise thereof or the exercise of any other right or power. The rights and remedies of the Administrative Agent, the Canadian Administrative Agent, the Issuing Banks and the Lenders hereunder and under any other Loan Document are cumulative and are not exclusive of any rights or remedies that they would otherwise have. No waiver of any provision of any Loan Document or consent to any departure by any Loan Party therefrom shall in any event be effective unless the same shall be permitted by paragraph (b) of this Section, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given. Without limiting the generality of the foregoing, the making of a Loan or issuance of a Letter of Credit shall not be construed as a waiver of any Default, regardless of whether the Administrative Agent, the Canadian Administrative Agent, any Lender or any Issuing Bank may have had notice or knowledge of such Default at the time.

(b) Except as provided in Sections 5.16, 9.02(e) and 9.18 (and, except as specifically provided in any Loan Document with respect to the Schedule thereto), and subject to Section 2.14(c), none of this Agreement, any other Loan Document or any provision hereof or thereof may be waived, amended or modified except (i) in the case of this Agreement, pursuant to an agreement or agreements in writing entered into by the Borrowers and the Required Lenders or (ii) in the case of any other Loan Document, pursuant to an agreement or agreements in writing entered into by the Administrative Agent (if a party to the original agreement), the Canadian Administrative Agent (if a party to the original agreement) and the Loan Party or Loan Parties that are parties thereto, with the consent of the Required Lenders; provided that (A) any provision of this Agreement or any other Loan Document may be amended by an agreement in writing entered into by the Borrowers, the Administrative Agent and the Canadian Administrative Agent to cure any technical error, ambiguity, omission, defect or inconsistency so long as, in each case, the Lenders shall have received at least five (5) Business Days’ prior written notice thereof and the Administrative Agent shall not have received, within five (5) Business Days of the date of such notice to the Lenders, a written notice from the Required Lenders stating that the Required Lenders object to such amendment and (B) no such agreement shall (1) increase the Revolving Commitment of any Lender without the written consent of such Lender (provided that the Applicable Administrative Agent may make Protective Advances and Overadvances as set forth in Section 2.04 or 2.05, as applicable), (2) reduce or forgive the principal amount of any Loan or LC Disbursement or reduce the rate of interest thereon, or reduce or forgive any interest or fees payable hereunder, without the written consent of each Lender directly affected thereby, (3) postpone any scheduled date of payment of the principal amount of any Loan or LC Disbursement, or any date for the payment of any interest, fees or other Obligations payable hereunder, or reduce the amount of, waive or excuse any such payment, or postpone the scheduled date of expiration of any Revolving Commitment, without the written consent of each Lender directly affected thereby, (4) change Section 2.18(b) or 2.18(d) in a manner that would alter the manner in which payments are shared, without the written consent of each Lender, (5) increase the advance rates set forth in the definition of U.S. Borrowing Base or Canadian Borrowing Base or add new categories of eligible assets, without the written consent of the each Lender,

(6) change any of the provisions of this Section or the percentage set forth in the definition of the term “Required Lenders” or any other provision of any Loan Document specifying the number or percentage of Lenders required to waive, amend or modify any rights thereunder or make any determination or grant any consent thereunder, without the written consent of each Lender, (7) change Section 2.20 without the consent of each Lender (other than any Defaulting Lender) adversely affected thereby, (8) release all or substantially all of the value of the Loan Guarantee (except as otherwise permitted herein or in the other Loan Documents), without the written consent of each Lender, or (9) except as provided in paragraph (c) of this Section or in any Collateral Document, release all or substantially all of the Collateral without the written consent of each Lender; provided further that no such agreement shall amend, modify or otherwise affect the rights or duties of the Administrative Agent, the Canadian Administrative Agent, any Issuing Bank or the Swingline Lender hereunder or under any other Loan Document without the prior written consent of the Administrative Agent, the Canadian Administrative Agent such Issuing Bank or the Swingline Lender, as the case may be (it being understood that any change to Section 2.20 shall require the consent of the Administrative Agent, the Canadian Administrative Agent, the Swingline Lender and each Issuing Bank).

(c) The Lenders and the Issuing Banks hereby irrevocably authorize the Administrative Agent, at its option and in its sole discretion, (i) to release any Liens granted to the Administrative Agent by the Loan Parties on any Collateral (A) upon the termination of (x) all the Revolving Commitments, payment and satisfaction in full in cash of all Obligations (other than Unliquidated Obligations) and the cash collateralization of all Unliquidated Obligations in respect of Letters of Credit in a manner satisfactory to each applicable Issuing Bank and the Administrative Agent and (y) solely in the case of the Canadian Collateral, upon termination in full of all the Canadian Commitments and payment and satisfaction in full in cash of all Canadian Obligations (other than Unliquidated Obligations) and the cash collateralization of all Canadian Letters of Credit in a manner satisfactory to each applicable Issuing Bank and the Administrative Agent, (B) constituting property being sold or disposed of if the Loan Party disposing of such property certifies to the Administrative Agent that the sale or disposition is made in compliance with the terms of this Agreement (and the Administrative Agent may rely conclusively on any such certificate, without further inquiry), and to the extent that the property being sold or disposed of constitutes 100% of the Equity Interest of a Subsidiary, the Administrative Agent is authorized to release any Loan Guarantee provided by such Subsidiary, (C) constituting property leased to a Loan Party under a lease which has expired or been terminated in a transaction not prohibited under this Agreement, (D) as required to effect any sale or other disposition of such Collateral in connection with any exercise of remedies of the Administrative Agent and the Lenders pursuant to Article VII and (E) constituting property of a Loan Guarantor that is being released as a Loan Guarantor (and, in the case of a U.S. Subsidiary Borrower, as a U.S. Subsidiary Borrower) as provided below and (ii) to release any Loan Guarantee provided by any U.S. Subsidiary Borrower or Canadian Loan Party that is (A) dissolved pursuant to Section 6.03(a)(iv) in connection with a voluntary liquidation or dissolution thereof permitted by such Section, (B) upon the disposition of all of the outstanding Equity Interests of a Subsidiary of the Borrower (other than the Canadian Borrower) to a Person other than the Borrower or a Subsidiary in a transaction permitted by Section 6.05, (C) [reserved] or (D) in the case of the Canadian Loan Parties, upon any release of all the Canadian Collateral pursuant to clause (i)(A) above and, in connection therewith, to release any Liens granted to the Administrative Agent by such Subsidiary on any Collateral, if the U.S. Borrower certifies to the Administrative Agent that such liquidation or dissolution is made in compliance with the terms of this Agreement (and the Administrative Agent may rely conclusively on any such certificate, without further inquiry). The Lenders and the Issuing Banks hereby further irrevocably authorize the release or subordination of Liens on the Term Priority Collateral as provided in the Intercreditor Agreement. Any such release or subordination shall not in any manner discharge, affect, or impair the Obligations or any Liens (other than those expressly being released) upon (or obligations of the Loan Parties in respect of) all interests retained by the Loan Parties, including the proceeds of any sale, all of which shall continue to constitute part of the Collateral.

(d) If, in connection with any proposed amendment, waiver or consent requiring the consent of “each Lender” or “each Lender affected thereby,” the consents of Lenders having Credit Exposure and unused Revolving Commitments representing more than 66% of the sum of the total Credit Exposure and unused Revolving Commitments at such time are obtained, but the consents of other necessary Lenders are not obtained (any such Lender whose consent is necessary but not obtained being referred to herein as a “Non-Consenting Lender”), then the Borrower Representative may elect to replace any Non-Consenting Lender as a Lender party to this Agreement; provided that, concurrently with such replacement, (i) an Eligible Assignee which is reasonably satisfactory to the Borrower Representative and the Administrative Agent shall agree, as of such date, to purchase for cash the Loans and other Obligations due to the Non-Consenting Lender pursuant to an Assignment and Assumption and to become a Lender for all purposes under this Agreement and to assume all obligations of the Non-Consenting Lender to be terminated as of such date and to comply with the requirements of paragraph (b) of Section 9.04, and (ii) the applicable Borrower(s) shall pay to such Non-Consenting Lender in same day funds on the day of such replacement (A) all interest, fees and other amounts then accrued but unpaid to such Non-Consenting Lender by such Borrowers hereunder to and including the date of termination, including without limitation payments due to such Non-Consenting Lender under Sections 2.15 and 2.17, and (B) an amount, if any, equal to the payment which would have been due to such Lender on the day of such replacement under Section 2.16 had the Loans of such Non-Consenting Lender been prepaid on such date rather than sold to the replacement Lender.

(e) Notwithstanding the foregoing, Exhibit G to this Agreement, the definitions of “Exit Facility Agreement” and “Exit Facility Term Sheet” and Section 2.23 (or any other provision which would result in an amendment, restatement, waiver or modification of any of the foregoing) may be amended, restated, waived or otherwise modified with the prior written consent of the Lenders, the Administrative Agent and the Borrower Representative; provided that the Lenders hereby authorize the Administrative Agent to enter into any amendments to this Agreement and the other Loan Documents as may be necessary, in the reasonable opinion of the Administrative Agent and the Borrower, to give effect to the transaction contemplated by Section 2.23 and such other technical or immaterial amendments as may be necessary or appropriate in the reasonable opinion of the Administrative Agent and the Borrower Representative in connection therewith.

SECTION 9.03 Expenses; Indemnity; Damage Waiver.

(a) The Borrowers shall pay (i) all reasonable and documented out-of-pocket expenses incurred by the Administrative Agent, the Canadian Administrative Agent, the Arrangers and their respective Affiliates, including the reasonable and documented fees, charges and disbursements of one primary U.S. and one primary Canadian counsel for the Administrative Agent, the Canadian Administrative Agent, the Arrangers and their Affiliates, and if deemed necessary by the Administrative Agent, one local counsel in each applicable jurisdiction, in connection with the syndication and distribution (including, without limitation, via the internet or through a service such as Intralinks) of the credit facility provided for herein, the preparation and administration of the Loan Documents or any amendments, modifications or waivers of the provisions of the Loan Documents (whether or not the transactions contemplated hereby or thereby shall be consummated), (ii) all reasonable and documented out-of-pocket expenses incurred by each Issuing Bank in connection with the issuance, amendment, renewal or extension of any Letter of Credit or any demand for payment thereunder and (iii) all reasonable and documented out-of-pocket expenses incurred by the Administrative Agent, the Canadian Administrative Agent, the Arrangers, any Issuing Bank or any Lender, including the fees, charges and disbursements of any counsel for the Administrative Agent, the Canadian Administrative Agent, the Arrangers, any Issuing Bank or any Lender, in connection with the enforcement, collection or protection of its rights in connection with the Loan Documents, including its rights under this Section, or in connection with the Loans made or Letters of Credit issued hereunder, including all such out-of-pocket expenses incurred during any workout, restructuring or negotiations in

respect of such Loans or Letters of Credit. Subject to the provisions of Sections 5.09, expenses subject to reimbursement by the Borrowers under this Section include, without limiting the generality of the foregoing, reasonable and documented out-of-pocket costs and expenses incurred in connection with:

- (i) insurance reviews;
- (ii) [reserved];
- (iii) taxes, fees and other charges for (A) lien searches and (B) filing financing statements and continuations, and other actions to perfect, protect, and continue the Administrative Agent's Liens;
- (iv) sums paid or incurred to take any action required of any Loan Party under the Loan Documents that such Loan Party fails to pay or take; and
- (v) forwarding loan proceeds, collecting checks and other items of payment, and establishing and maintaining the accounts and lock boxes, and costs and expenses of preserving and protecting the Collateral.

All of the foregoing costs and expenses may be charged to the applicable Borrower(s) as Revolving Loans or to another deposit account, all as described in Section 2.18(c).

(b) The Borrowers agree, jointly and severally, to indemnify the Administrative Agent (or any sub-agent thereof), the Canadian Administrative Agent (or any sub-agent thereof), the Arrangers, the Co-Syndication Agents, the Co-Documentation Agents, each Issuing Bank and each Lender, and each Related Party of any of the foregoing Persons (each such Person being called an "Indemnatee"), against, and hold each Indemnatee harmless from, any and all losses, claims, damages, penalties, liabilities and related expenses, including the reasonable fees, charges and disbursements of any counsel for any Indemnatee, incurred by or asserted against any Indemnatee arising out of, in connection with, or as a result of (i) syndication of the credit facility provided for herein and the execution or delivery of the Loan Documents or any agreement or instrument contemplated thereby, the performance by the parties hereto of their respective obligations thereunder or the consummation of the Transactions or any other transactions contemplated hereby, (ii) any Loan or Letter of Credit or the use of the proceeds therefrom (including any refusal by an Issuing Bank to honor a demand for payment under a Letter of Credit if the documents presented in connection with such demand do not strictly comply with the terms of such Letter of Credit), (iii) any actual or alleged presence or Release of Hazardous Materials on at, under, to or from any property currently or formerly owned or operated by the any Loan Party or any of the Subsidiaries, or any other Environmental Liability related in any way to any Loan Party or any of the Subsidiaries, or (iv) any actual or prospective claim, litigation, investigation or proceeding relating to any of the foregoing, whether based on contract, tort or any other theory and regardless of whether such proceeding is initiated against or by any party to this Agreement, or any Affiliate thereof, by an Indemnatee or any third party or whether any Indemnatee is a party thereto; provided that such indemnity shall not, as to any Indemnatee, be available to the extent that such losses, claims, damages, penalties, liabilities or related expenses (A) are determined by a court of competent jurisdiction by a final and non-appealable judgment to have resulted from the bad faith, gross negligence or willful misconduct of such Indemnatee or (B) have arisen from a proceeding by an Indemnatee against another Indemnatee not involving any act or omission of the Parent or any Subsidiary (other than a proceeding against the Administrative Agent, any Arranger or an Issuing Bank in its capacity or in fulfilling its role as such). This Section 9.03(b) shall not apply to any Taxes (other than any Taxes that represent losses, claims, damages or related expenses arising from any non-Tax claim).

(c) To the extent the Borrowers fail to pay any amount required to be paid by them to the Administrative Agent (or any sub-agent thereof), the Canadian Administrative Agent (or any sub-agent thereof), any Issuing Bank or the Swingline Lender, or any Related Party of any of the foregoing, under paragraph (a) or (b) of this Section, each Lender severally agrees to pay to the Administrative Agent, the Canadian Administrative Agent, such Issuing Bank, Swingline Lender or such Related Party, as the case may be, such Lender's Applicable Percentage (determined as of the time that the applicable unreimbursed expense or indemnity payment is sought) of such unpaid amount; provided that the unreimbursed expense or indemnified loss, claim, damage, penalty, liability or related expense, as the case may be, was incurred by or asserted against the Administrative Agent (or such sub-agent), the Canadian Administrative Agent (or such sub-agent), such Issuing Bank or the Swingline Lender in its capacity as such, or against any Related Party of any of the foregoing acting for the Administrative Agent (or any such sub-agent), the Canadian Administrative Agent (or any such sub-agent), any Issuing Bank or the Swingline Lender in connection with such capacity.

(d) To the extent permitted by applicable law, no Loan Party shall assert, and each hereby waives, any claim against any Indemnitee (i) for any damages arising from the use by others of information or other materials obtained through telecommunications, electronic or other information transmission systems (including the Internet) or (ii) on any theory of liability, for special, indirect, consequential or punitive damages (as opposed to direct or actual damages) arising out of, in connection with, or as a result of, this Agreement, any other Loan Document, or any agreement or instrument contemplated hereby or thereby, the Transactions, any Loan or Letter of Credit or the use of the proceeds thereof.

(e) All amounts due under this Section shall be payable not later than 10 days after written demand therefor.

SECTION 9.04 Successors and Assigns.

(a) The provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns permitted hereby (including any Affiliate of any Issuing Bank that issues any Letter of Credit), except that (i) no Borrower may assign or otherwise transfer any of its rights or obligations hereunder without the prior written consent of each Lender (and any attempted assignment or transfer by a Borrower without such consent shall be null and void) and (ii) no Lender may assign or otherwise transfer its rights or obligations hereunder except in accordance with this Section. Nothing in this Agreement, expressed or implied, shall be construed to confer upon any Person (other than the parties hereto, their respective successors and assigns permitted hereby (including any Affiliate of any Issuing Bank that issues any Letter of Credit), Participants (to the extent provided in paragraph (c) of this Section), the Debtors' Investment Banker (to the extent provided in Article VIII), the Arrangers, the Co-Syndication Agents, the Co-Documentation Agents and, to the extent expressly contemplated hereby, the sub-agents of the Administrative Agent and the Canadian Administrative Agent and the Related Parties of any of the Administrative Agent, the Canadian Administrative Agent, the Arrangers, the Co-Syndication Agents, the Co-Documentation Agents, the Issuing Banks and the Lenders) any legal or equitable right, remedy or claim under or by reason of this Agreement.

(b) (i) Subject to the conditions set forth in paragraph (b)(ii) below, any Lender may assign to one or more Eligible Assignees all or a portion of its rights and obligations under this Agreement (including all or a portion of its Revolving Commitment and the Loans at the time owing to it) with the prior written consent (such consent not to be unreasonably withheld) of:

(A) the Borrower Representative; provided that no consent of the Borrower Representative shall be required for an assignment to a Lender, an Affiliate of a Lender, an Approved Fund or, if an Event of Default under clause (a) or (b) of Article VII has occurred and is

continuing, any other assignee; provided further that the Borrower Representative shall be deemed to have consented to any such assignment unless it shall object thereto by written notice to the Administrative Agent within 10 Business Days after having received notice thereof;

(B) the Administrative Agent;

(C) the Swingline Lender under any Facility under which a Revolving Commitment is being assigned; and

(D) each Issuing Bank under any Facility under which a Revolving Commitment is being assigned.

(ii) Assignments shall be subject to the following additional conditions:

(A) except in the case of an assignment to a Lender or an Affiliate of a Lender or an assignment of the entire remaining amount of the assigning Lender's Revolving Commitment or Loans under a Facility, the amount of the Revolving Commitment or Loans of the assigning Lender subject to each such assignment (determined as of the date the Assignment and Assumption with respect to such assignment is delivered to the Administrative Agent) shall not be less than \$5,000,000 unless each of the Borrower Representative and the Administrative Agent otherwise consent; provided that no such consent of the Borrower Representative shall be required if an Event of Default under clause (a) or (b) of Article VII has occurred and is continuing;

(B) each partial assignment shall be made as an assignment of a proportionate part of all the assigning Lender's rights and obligations under this Agreement;

(C) the parties to each assignment shall execute and deliver to the Administrative Agent an Assignment and Assumption, together with a processing and recordation fee of \$3,500; and

(D) the assignee, if it shall not be a Lender, shall deliver to the Administrative Agent an Administrative Questionnaire in which the assignee designates one or more credit contacts to whom all lender-group-level information (which may contain material non-public information about the U.S. Borrower, the Subsidiaries and other Affiliates thereof or their respective securities) will be made available and who may receive such information in accordance with the assignee's compliance procedures and applicable law, including federal, state, provincial, territorial and foreign securities laws.

(iii) Subject to acceptance and recording thereof pursuant to paragraph (b)(iv) of this Section, from and after the effective date specified in each Assignment and Assumption the assignee thereunder shall be a party hereto and, to the extent of the interest assigned by such Assignment and Assumption, have the rights and obligations of a Lender under this Agreement, and the assigning Lender thereunder shall, to the extent of the interest assigned by such Assignment and Assumption, be released from its obligations under this Agreement (and, in the case of an Assignment and Assumption covering all of the assigning Lender's rights and obligations under this Agreement, such Lender shall cease to be a party hereto but shall continue to be entitled to the benefits of Sections 2.15, 2.16, 2.17 and 9.03 with respect to facts and circumstances occurring prior to the effective date of such assignment). Any assignment or transfer by a Lender of rights or obligations under this Agreement that does not comply with this Section shall be treated for purposes of this Agreement as a sale by such Lender of a participation in such rights and obligations in accordance with paragraph (c) of this Section.

(iv) The Applicable Administrative Agent, acting solely for this purpose as non-fiduciary agent of the Borrowers, shall maintain at one of its offices a copy of each Assignment and Assumption delivered to it and a register for the recordation of the names and addresses of the Lenders, and the Commitment of, and principal amount (and stated interest) of the Loans and LC Disbursements owing to, each Lender pursuant to the terms hereof from time to time under each Facility (the “Register”). The entries in the Register shall be conclusive absent manifest error, and the Borrowers, the Administrative Agent, the Canadian Administrative Agent, the Issuing Banks and the Lenders shall treat each Person whose name is recorded in the Register pursuant to the terms hereof as a Lender hereunder for all purposes of this Agreement, notwithstanding notice to the contrary. The Register shall be available for inspection by the Borrowers, any Issuing Bank and any Lender, at any reasonable time and from time to time upon reasonable prior notice.

(v) Upon its receipt of a duly completed Assignment and Assumption executed by an assigning Lender and an assignee, the assignee’s completed Administrative Questionnaire (unless the assignee shall already be a Lender hereunder), the processing and recordation fee referred to in paragraph (b) of this Section and any written consent to such assignment required by paragraph (b) of this Section, the Administrative Agent shall accept such Assignment and Assumption and record the information contained therein in the Register; provided that if either the assigning Lender or the assignee shall have failed to make any payment required to be made by it pursuant to Section 2.05, 2.06(d) or (e), 2.07(b), the ninth paragraph of Article VI or 9.03(c), the Administrative Agent shall have no obligation to accept such Assignment and Assumption and record the information therein in the Register unless and until such payment shall have been made in full, together with all accrued interest thereon. No assignment shall be effective for purposes of this Agreement unless it has been recorded in the Register as provided in this paragraph.

(c) (i) Any Lender may, without the consent of the Borrowers, the Administrative Agent, the Canadian Administrative Agent, the Issuing Banks or the Swingline Lender, sell participations to one or more Eligible Assignees (“Participants”) in all or a portion of such Lender’s rights and obligations under this Agreement (including all or a portion of its Revolving Commitment and the Loans owing to it); provided that (A) such Lender’s obligations under this Agreement shall remain unchanged, (B) such Lender shall remain solely responsible to the other parties hereto for the performance of such obligations and (C) the Borrowers, the Administrative Agent, the Canadian Administrative Agent, the Issuing Banks and the other Lenders shall continue to deal solely and directly with such Lender in connection with such Lender’s rights and obligations under the Loan Documents. Any agreement or instrument pursuant to which a Lender sells such a participation shall provide that such Lender shall retain the sole right to enforce the Loan Documents and to approve any amendment, modification or waiver of any provision of the Loan Documents; provided that such agreement or instrument may provide that such Lender will not, without the consent of the Participant, agree to any amendment, modification or waiver described in the first proviso to Section 9.02(b) that affects such Participant or requires the approval of all the Lenders. The Borrowers agree that each Participant shall be entitled to the benefits of Sections 2.15, 2.16 and 2.17 (subject to the requirements and limitations therein, including the requirements under Section 2.17(e) (it being understood that the documentation required under Section 2.17(e) shall be delivered solely to the participating Lender)) to the same extent as if it were a Lender and had acquired its interest by assignment pursuant to paragraph (b) of this Section; provided that such Participant (x) agrees to be subject to the provisions of Sections 2.18 and 2.19 as if it were an assignee under paragraph (b) of this Section and (y) shall not be entitled to receive any greater payment under Section 2.15 or 2.17, with respect to any participation, than its participating Lender would have been entitled to receive, except to the extent such entitlement to receive a greater payment results from a Change in Law that occurs after the Participant acquired the applicable participation. To the extent permitted by law, each Participant also shall be entitled to the benefits of Section 9.08 as though it were a Lender; provided that such Participant agrees to be subject to Section 2.16(c) as though it were a Lender.

(ii) Each Lender that sells a participation shall, acting solely for this purpose as a non-fiduciary agent of the Borrowers, maintain a register for the recordation of the name and address of each Participant and the principal amounts (and stated interest) of each participant's interest in the Loans or other obligations under this Agreement (the "Participant Register"); provided that no Lender shall have any obligation to disclose all or any portion of the Participant Register (including the identity of any Participant or any information relating to a Participant's interest in any Revolving Commitments or Revolving Loans or its other obligations under this Agreement or any other Loan Document) to any Person except to the extent that such disclosure is necessary to establish that such Revolving Commitment or Revolving Loan or other obligation is in registered form under Section 5f.103-1(c) of the United States Treasury Regulations. The entries in the Participant Register shall be conclusive absent manifest error, and the Borrower and such Lender shall treat each Person whose name is recorded in the Participant Register as the owner of such participation for all purposes of this Agreement notwithstanding any notice to the contrary. For the avoidance of doubt, the Administrative Agents (in their capacity as Administrative Agents) shall have no responsibility for maintaining a Participant Register.

(d) Any Lender may at any time pledge or assign a security interest in all or any portion of its rights under this Agreement to secure obligations of such Lender, including any pledge or assignment to secure obligations to a Federal Reserve Bank, and this Section shall not apply to any such pledge or assignment of a security interest; provided that no such pledge or assignment of a security interest shall release a Lender from any of its obligations hereunder or substitute any such pledgee or assignee for such Lender as a party hereto.

SECTION 9.05 Survival. All covenants, agreements, representations and warranties made by the Loan Parties in the Loan Documents and in the certificates or other instruments delivered in connection with or pursuant to this Agreement or any other Loan Document shall be considered to have been relied upon by the other parties hereto and shall survive the execution and delivery of the Loan Documents and the making of any Loans and issuance of any Letters of Credit, regardless of any investigation made by any such other party or on its behalf and notwithstanding that the Administrative Agent, the Canadian Administrative Agent, the Arrangers, the Co-Syndication Agents, the Co-Documentation Agents, any Issuing Bank, any Lender or any Affiliate of any of the foregoing may have had notice or knowledge of any Default or incorrect representation or warranty at the time any Loan Document is executed and delivered or any credit is extended hereunder, and shall continue in full force and effect as long as the principal of or any accrued interest on any Loan or any fee or any other amount payable under this Agreement is outstanding and unpaid or any LC Exposure is outstanding and so long as the Revolving Commitments have not expired or terminated. The provisions of Sections 2.15, 2.16, 2.17 and 9.03 and Article VIII shall survive and remain in full force and effect regardless of the consummation of the transactions contemplated hereby, the repayment of the Loans, the expiration or termination of the Letters of Credit and the Revolving Commitments or the termination of this Agreement or any provision hereof.

SECTION 9.06 Counterparts; Integration; Effectiveness. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. This Agreement, the other Loan Documents and any separate letter agreements with respect to fees payable to the Administrative Agent constitute the entire contract among the parties relating to the subject matter hereof and supersede any and all previous agreements and understandings, oral or written, relating to the subject matter hereof. This Agreement shall become effective when it shall have been executed by the Administrative Agent and the Canadian Administrative Agent and when the Administrative Agent and the Canadian Administrative Agent shall have received counterparts hereof which, when taken together, bear the signatures of each of the other parties hereto, and thereafter shall be binding upon and inure to the benefit of the parties hereto and their respective permitted successors and assigns. Delivery of an executed counterpart of a signature

page of this Agreement by electronic transmission or other electronic imaging shall be effective as delivery of a manually executed counterpart of this Agreement.

SECTION 9.07 Severability. Any provision of any Loan Document held to be invalid, illegal or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such invalidity, illegality or unenforceability without affecting the validity, legality and enforceability of the remaining provisions thereof; and the invalidity of a particular provision in a particular jurisdiction shall not invalidate such provision in any other jurisdiction.

SECTION 9.08 Right of Setoff. If an Event of Default shall have occurred and be continuing, each Lender is hereby authorized (notwithstanding the provisions of Section 362 of the Bankruptcy Code, without any application, motion or notice to, hearing before, or order from, the Court) at any time and from time to time, to the fullest extent permitted by law, to set off and apply any and all deposits (general or special, time or demand, provisional or final) (other than payroll, trust and tax accounts) at any time held and other obligations at any time owing by such Lender to or for the credit or the account of any Borrower or any Loan Guarantor against any of and all the Secured Obligations held by such Lender, irrespective of whether or not such Lender shall have made any demand under the Loan Documents and although such obligations may be unmatured. The applicable Lender shall notify the Borrower Representative and the Administrative Agent of such setoff or application; provided that any failure to give or any delay in giving such notice shall not affect the validity of any such set off or application under this Section. The rights of each Lender under this Section are in addition to other rights and remedies (including other rights of setoff) which such Lender may have.

SECTION 9.09 Governing Law: Jurisdiction; Consent to Service of Process.

(a) EXCEPT TO THE EXTENT SUPERSEDED BY THE BANKRUPTCY CODE, THE LOAN DOCUMENTS (OTHER THAN THOSE CONTAINING A CONTRARY EXPRESS CHOICE OF LAW PROVISION) SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK, BUT GIVING EFFECT TO FEDERAL LAWS APPLICABLE TO NATIONAL BANKS; PROVIDED THAT APPOINTMENT OF THE APPLICABLE ADMINISTRATIVE AGENT AS *FONDÉ DE POUVOIR* IN ACCORDANCE WITH ARTICLE VIII SHALL BE GOVERNED BY THE LAWS OF THE PROVINCE OF QUEBEC.

(b) Each party hereto hereby irrevocably and unconditionally submits, for itself and its property, to the non-exclusive jurisdiction of the Court or the Supreme Court of the State of New York sitting in New York County and of the United States District Court of the Southern District of New York, and any appellate court from any thereof, in any action or proceeding arising out of or relating to this Agreement or any other Loan Document, or for recognition or enforcement of any judgment, and each Loan Party hereby irrevocably and unconditionally agrees that all claims arising out of or relating to this Agreement or any other Loan Document brought by it or any of its Affiliates shall be brought, and shall be heard and determined, in the Court, such New York State or, to the extent permitted by law, in such Federal court. Each party hereto agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. Nothing in this Agreement shall affect any right that the Administrative Agent, the Canadian Administrative Agent, any Issuing Bank or any Lender may otherwise have to bring any action or proceeding relating to this Agreement or any other Loan Document against any Loan Party or any of its properties in the courts of any jurisdiction.

(c) Each Loan Party hereby irrevocably and unconditionally waives, to the fullest extent it may legally and effectively do so, any objection that it may now or hereafter have to the laying of venue of any suit, action or proceeding arising out of or relating to this Agreement or any other Loan Document in any

court referred to in paragraph (b) of this Section. Each of the parties hereto hereby irrevocably waives, to the fullest extent permitted by law, the defense of an inconvenient forum to the maintenance of such action or proceeding in any such court.

(d) Each party to this Agreement irrevocably consents to service of process in the manner provided for notices in Section 9.01. Nothing in this Agreement or any other Loan Document will affect the right of any party to this Agreement to serve process in any other manner permitted by law.

SECTION 9.10 WAIVER OF JURY TRIAL. EACH PARTY HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT, ANY OTHER LOAN DOCUMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

SECTION 9.11 Headings. Article and Section headings and the Table of Contents used herein are for convenience of reference only, are not part of this Agreement and shall not affect the construction of, or be taken into consideration in interpreting, this Agreement.

SECTION 9.12 Confidentiality. Each of the Administrative Agent, the Canadian Administrative Agent, the Issuing Banks and the Lenders agrees to maintain the confidentiality of the Information (as defined below) with the same degree of care that it uses to protect its own confidential information, but in no event less than a commercially reasonable degree of care, except that Information may be disclosed (a) to its Related Parties, including accountants, legal counsel and other agents and advisors (it being understood that the Persons to whom such disclosure is made will be informed of the confidential nature of such Information and instructed to keep such Information confidential), (b) to the extent required or requested by any regulatory authority purporting to have jurisdiction over such Person or its Related Parties (including any self-regulatory authority, such as the National Association of Insurance Commissioners), (c) to the extent required by applicable law or by any subpoena or similar legal process, (d) to any other party to this Agreement, (e) in connection with the exercise of any remedies under this Agreement or any other Loan Document or any suit, action or proceeding relating to this Agreement or any other Loan Document or the enforcement of rights hereunder or thereunder, (f) subject to an agreement containing confidentiality undertakings substantially similar to those of this Section, to (i) any assignee of or Participant in, or any prospective assignee of or Participant in, any of its rights or obligations under this Agreement or (ii) any actual or prospective counterparty (or its Related Parties) to any swap or derivative transaction relating to any Loan Party or any Subsidiary or its obligations, (g) on a confidential basis to any rating agency in connection with rating the Borrowers or the Subsidiaries or the credit facilities provided for herein, (h) with the consent of the Borrower Representative, or (i) to the extent such Information (i) becomes publicly available other than as a result of a breach of this Section or (ii) becomes available to the Administrative Agent, the Canadian Administrative Agent, any Issuing Bank or any Lender, or any Affiliate of any of the foregoing, on a non-confidential basis from a source other than the Borrowers; provided that, in the case of clause (c) above, the party disclosing such information shall provide to the Borrower Representative prior written notice of such disclosure to the extent permitted by applicable law (and to the extent commercially feasible under the circumstances) and shall cooperate with the Borrower Representative, at the Borrower Representative's sole expense, in obtaining a protective order for, or other

confidential treatment of, such disclosure, in each case at the Borrower Representative's sole expense. For the purposes of this Section, "Information" means all information received from the Borrowers relating to Parent or any Subsidiary or their businesses or the Collateral, other than any such information that is available to the Administrative Agent, the Canadian Administrative Agent, any Issuing Bank or any Lender, or any Affiliate of any of the foregoing, on a non-confidential basis prior to disclosure by the Borrowers; provided that, in the case of information received from the Borrowers after the Effective Date, such information is clearly identified at the time of delivery as confidential.

EACH LENDER ACKNOWLEDGES THAT INFORMATION AS DEFINED IN SECTION 9.12 FURNISHED TO IT PURSUANT TO THIS AGREEMENT MAY INCLUDE MATERIAL NON-PUBLIC INFORMATION CONCERNING PARENT, THE SUBSIDIARIES AND ITS OTHER AFFILIATES AND THEIR RESPECTIVE SECURITIES, AND CONFIRMS THAT IT HAS DEVELOPED COMPLIANCE PROCEDURES REGARDING THE USE OF MATERIAL NON-PUBLIC INFORMATION AND THAT IT WILL HANDLE SUCH MATERIAL NON-PUBLIC INFORMATION IN ACCORDANCE WITH THOSE PROCEDURES AND APPLICABLE LAW, INCLUDING FEDERAL AND STATE SECURITIES LAWS.

ALL INFORMATION, INCLUDING REQUESTS FOR WAIVERS AND AMENDMENTS, FURNISHED BY THE BORROWERS OR THE APPLICABLE ADMINISTRATIVE AGENT PURSUANT TO, OR IN THE COURSE OF ADMINISTERING, THIS AGREEMENT WILL BE LENDER-GROUP-LEVEL INFORMATION, WHICH MAY CONTAIN MATERIAL NON-PUBLIC INFORMATION CONCERNING PARENT, THE SUBSIDIARIES AND ITS OTHER AFFILIATES AND THEIR RESPECTIVE SECURITIES. ACCORDINGLY, EACH LENDER REPRESENTS TO THE BORROWERS AND THE APPLICABLE ADMINISTRATIVE AGENT THAT IT HAS IDENTIFIED IN ITS ADMINISTRATIVE QUESTIONNAIRE A CREDIT CONTACT WHO MAY RECEIVE INFORMATION THAT MAY CONTAIN SUCH MATERIAL NONPUBLIC INFORMATION IN ACCORDANCE WITH ITS COMPLIANCE PROCEDURES AND APPLICABLE LAW, INCLUDING FEDERAL AND STATE SECURITIES LAWS.

SECTION 9.13 Several Obligations; Nonreliance; Violation of Law. The respective obligations of the Lenders hereunder are several and not joint and the failure of any Lender to make any Loan or perform any of its obligations hereunder shall not relieve any other Lender from any of its obligations hereunder. Anything contained in this Agreement to the contrary notwithstanding, neither any Issuing Bank nor any Lender shall be obligated to extend credit to the Borrowers in violation of applicable law.

SECTION 9.14 USA PATRIOT Act. Each Lender that is subject to the requirements of the Patriot Act hereby notifies the Borrowers and the Loan Guarantors that pursuant to the requirements of the Patriot Act, it is required to obtain, verify and record information that identifies the Borrowers and the Loan Guarantors, which information includes the names and addresses of the Borrowers and the Loan Guarantors and other information that will allow such Lender to identify the Borrowers and the Loan Guarantors in accordance with the Patriot Act.

SECTION 9.15 Appointment for Perfection. Each Lender hereby appoints each other Lender as its agent for the purpose of perfecting Liens, for the benefit of the Administrative Agent and the Lenders, in assets which, in accordance with Article 9 of the UCC, the PPSA or any other applicable law can be perfected only by possession. Should any Lender (other than the Administrative Agent) obtain possession of any such Collateral, such Lender shall notify the Administrative Agent thereof, and, promptly upon the Administrative Agent's request therefor shall deliver such Collateral to the Administrative Agent or otherwise deal with such Collateral in accordance with the Administrative Agent's instructions.

SECTION 9.16 Interest Rate Limitation. Notwithstanding anything herein to the contrary, if at any time the interest rate applicable to any Loan, together with all fees, charges and other amounts that are treated as interest on such Loan under applicable law (collectively the “Charges”), shall exceed the maximum lawful rate (the “Maximum Rate”) which may be contracted for, charged, taken, received or reserved by the Lender holding such Loan in accordance with applicable law, the rate of interest payable in respect of such Loan hereunder, together with all Charges payable in respect thereof, shall be limited to the Maximum Rate and, to the extent lawful, the interest and Charges that would have been payable in respect of such Loan but were not payable as a result of the operation of this Section shall be cumulated and the interest and Charges payable to such Lender in respect of other Loans or periods shall be increased (but not above the Maximum Rate therefor) until such cumulated amount, together with interest thereon at the Federal Funds Effective Rate to the date of repayment, shall have been received by such Lender.

SECTION 9.17 No Fiduciary Relationship. Each Loan Party, on behalf of itself and its subsidiaries, agrees that in connection with all aspects of the transactions contemplated hereby and any communications in connection therewith, the Loan Parties, the Subsidiaries and their other respective Affiliates, on the one hand, and the Administrative Agent, the Canadian Administrative Agent, the Arrangers, the Co-Syndication Agents, the Co-Documentation Agents, the Lenders, the Issuing Banks and their Affiliates, on the other hand, will have a business relationship that does not create, by implication or otherwise, any fiduciary duty on the part of the Administrative Agent, the Canadian Administrative Agent, the Arrangers, the Co-Syndication Agents, the Co-Documentation Agents, the Lenders, the Issuing Banks or their Affiliates, and no such duty will be deemed to have arisen in connection with any such transactions or communications. The Administrative Agent, the Canadian Administrative Agent, the Arrangers, the Co-Syndication Agents, the Co-Documentation Agents, the Lenders, the Issuing Banks and their Affiliates may be engaged, for their own accounts or the accounts of customers, in a broad range of transactions that involve interests that differ from those of the Loan Parties, the Subsidiaries and their other respective Affiliates, and none of the Administrative Agent, the Canadian Administrative Agent, the Arrangers, the Co-Syndication Agents, the Co-Documentation Agents, the Lenders, the Issuing Banks or their Affiliates has any obligation to disclose any of such interests to the Loan Parties, the Subsidiaries or their other respective Affiliates. To the fullest extent permitted by law, each Loan Party hereby agrees not to assert any claims against the Administrative Agent, the Canadian Administrative Agent, the Arrangers, the Co-Syndication Agents, the Co-Documentation Agents, the Lenders, the Issuing Banks and their Affiliates based on any breach or alleged breach of agency or fiduciary duty in connection with any aspect of any transaction contemplated hereby.

SECTION 9.18 Intercreditor Agreement. The Lenders and the Issuing Banks acknowledge that the obligations of the U.S. Borrowers under the Term Credit Agreement are secured by Liens on assets of the U.S. Borrowers that constitute Collateral and that the relative Lien priority and other creditor rights of the Lender Parties hereunder and the secured parties under the Term Credit Agreement will be set forth in the Intercreditor Agreement. Each Lender and Issuing Bank hereby acknowledges that it has received a copy of the Intercreditor Agreement and the Intercreditor Acknowledgment. Each Lender and Issuing Bank hereby irrevocably (a) consents to the subordination of the Liens on the Term Priority Collateral securing the Secured Obligations on the terms set forth in the Intercreditor Agreement, (b) authorizes and directs the Administrative Agent to execute and deliver the Intercreditor Agreement, the Intercreditor Acknowledgment and any documents relating thereto, in each case on behalf of such Lender or Issuing Bank and without any further consent, authorization or other action by such Lender or Issuing Bank, (c) agrees that, upon the execution and delivery thereof, such Lender or Issuing Bank will be bound by the provisions of the Intercreditor Agreement as if it were a signatory thereto and will take no actions contrary to the provisions of the Intercreditor Agreement and (d) agrees that no Lender or Issuing Bank shall have any right of action whatsoever against the Administrative Agent as a result of any action taken by the Administrative Agent pursuant to this Section or in accordance with the terms of the Intercreditor Agreement. Each Lender and Issuing Bank hereby further irrevocably authorizes and directs the

Administrative Agent (i) to take such actions as shall be required to release Liens on the Collateral in accordance with the terms of the Intercreditor Agreement and (ii) to enter into such amendments, supplements or other modifications to the Intercreditor Agreement and the Intercreditor Acknowledgment in connection with any extension, renewal, refinancing or replacement of any Secured Obligations or the Term Credit Agreement as are reasonably acceptable to the Administrative Agent to give effect thereto, in each case on behalf of such Lender or Issuing Bank and without any further consent, authorization or other action by such Lender or Issuing Bank. The Administrative Agent shall have the benefit of the provisions of Article VIII with respect to all actions taken by it pursuant to this Section or in accordance with the terms of the Intercreditor Agreement to the full extent thereof. The foregoing provisions are intended as an inducement to the secured parties under the Term Credit Agreement to extend credit to the U.S. Borrowers and such secured parties are intended third party beneficiaries of such provisions.

SECTION 9.19 [Reserved.]

SECTION 9.20 Anti-Money Laundering Legislation.

(a) Each Loan Party acknowledges that, pursuant to the Proceeds of Crime Act and other applicable anti-money laundering, anti-terrorist financing, government sanction and “know your client” laws in each relevant jurisdiction (collectively, including any guidelines or orders thereunder, “AML Legislation”), the Administrative Agent, the Canadian Administrative Agent, the Lenders and the Issuing Banks may be required to obtain, verify and record information regarding the Loan Parties and their respective directors, authorized signing officers and the transactions contemplated hereby. Each Loan Party shall promptly provide all such information, including supporting documentation and other evidence, as may be reasonably requested by any Lender or any prospective assignee or participant of a Lender, any Issuing Bank, the Administrative Agent or the Canadian Administrative Agent, in order to comply with any applicable AML Legislation, whether now or hereafter in existence.

(b) If the Administrative Agent or Canadian Administrative Agent has ascertained the identity of any Loan Party or any authorized signatories of such Loan Party for the purposes of applicable AML Legislation, then the Administrative Agent or Canadian Administrative Agent:

(i) shall be deemed to have done so as an agent for each Issuing Bank and each Lender, and this Agreement shall constitute a “written agreement” in such regard between such Issuing Bank or such Lender and the Administrative Agent or Canadian Administrative Agent within the meaning of the applicable AML Legislation; and

(ii) shall provide to each Issuing Bank and each Lender copies of all information obtained in such regard without any representation or warranty as to its accuracy or completeness.

(c) Notwithstanding the preceding sentence and except as may otherwise be agreed in writing, each Lender and each Issuing Bank agrees that neither the Administrative Agent nor the Canadian Administrative Agent have any obligation to ascertain the identity of the Loan Parties or any authorized signatories of the Loan Parties on behalf of any Lender or Issuing Bank, or to confirm the completeness or accuracy of any information it obtains from any Loan Party or any such authorized signatory in doing so.

SECTION 9.21 Judgment Currency. If for the purpose of obtaining judgment in any court it is necessary to convert an amount due hereunder in the currency in which it is due (the “Original Currency”) into another currency (the “Second Currency”), the rate of exchange applied shall be that at which, in accordance with normal banking procedures, the Administrative Agent could purchase the Original Currency with the Second Currency on the date two (2) Business Days preceding that on which judgment is given. Each Loan Party agrees that its obligation in respect of any Original Currency due from it

hereunder shall, notwithstanding any judgment or payment in any Second Currency, be discharged only to the extent that, on the Business Day following the date the Administrative Agent receives payment of any sum so adjudged to be due hereunder in the Second Currency, the Administrative Agent may, in accordance with normal banking procedures, purchase, in the New York foreign exchange market, the Original Currency with the amount of the Second Currency so paid; and if the amount of the Original Currency so purchased, or that could have been so purchased, is less than the amount originally due in the Original Currency after any premium and costs of exchange payable in connection with such purchase, each Loan Party agrees as a separate obligation and notwithstanding any such payment or judgment to indemnify the Administrative Agent against such loss.

SECTION 9.22 Waiver of Immunity. To the extent that any Loan Party has, or hereafter may be entitled to claim or may acquire, for itself, any Collateral or other assets of the Loan Parties, any immunity (whether sovereign or otherwise) from suit, jurisdiction of any court or from any legal process (whether through service of notice, attachment prior to judgment, attachment in aid of execution or otherwise) with respect to itself, any Collateral or any other assets of the Loan Parties, such Loan Party hereby waives such immunity in respect of its obligations hereunder and under any promissory notes evidencing the Loans hereunder and any other Loan Document to the fullest extent permitted by applicable law and, without limiting the generality of the foregoing, agrees that the waivers set forth in this Section shall be effective to the fullest extent now or hereafter permitted under the Foreign Sovereign Immunities Act of 1976 (as amended, and together with any successor legislation) and are, and are intended to be, irrevocable for purposes thereof.

SECTION 9.23 Process Agent. Each Canadian Loan Party hereby irrevocably designates and appoints the Borrower Representative, in the case of any suit, action or proceeding brought in the United States as its designee, appointee and agent to receive, accept and acknowledge for and on its behalf, and in respect of its property, service of any and all legal process, summons, notices and documents that may be served in any action or proceeding arising out of or in connection with this Agreement or any other Loan Document. Such service may be made by mailing (by registered or certified mail, postage prepaid) or delivering a copy of such process to such Canadian Loan Party in care of the Borrower Representative at the Borrower Representative's address set forth in Section 9.01, and each such Canadian Loan Party hereby irrevocably authorizes and directs the Borrower Representative to accept such service on its behalf. As an alternative method of service, each Canadian Loan Party irrevocably consents to the service of any and all process in any such action or proceeding by the mailing (by registered or certified mail, postage prepaid) of copies of such process to the Borrower Representative or such Canadian Loan Party at its address specified in Section 9.01. Each Canadian Loan Party agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

SECTION 9.24 Acknowledgement and Consent to Bail-In. Notwithstanding anything to the contrary in any Loan Document or in any related agreement, arrangement or understanding among the parties hereto, each party hereto acknowledges that any liability of any party to any other party under or in connection with the Loan Documents may be subject to Bail-In Action by the relevant Resolution Authority and acknowledges and accepts to be bound by the effect of:

- (a) any Bail-In Action in relation to any such liability, including (without limitation):
 - (i) a reduction, in full or in part, in the principal amount, or outstanding amount due (including any accrued but unpaid interest) in respect of any such liability;
 - (ii) a conversion of all, or part of, any such liability into shares or other instruments of ownership that may be issued to, or conferred on, it; and

(iii) a cancellation of any such liability; and

(b) a variation of any term of any Loan Document to the extent necessary to give effect to any Bail-In Action in relation to any such liability.

ARTICLE X

Loan Guarantee

SECTION 10.01 Guarantee. Each Borrower and each other Loan Party hereby agrees that it is jointly and severally liable for, and absolutely, irrevocably and unconditionally guarantees to the Administrative Agent, the Canadian Administrative Agent, the Lenders, the Issuing Banks and the other Lender Parties the prompt payment and performance when due, whether at stated maturity, upon acceleration or otherwise, and at all times thereafter, of the Secured Obligations and all reasonable costs and expenses including, without limitation, all court costs and attorneys' and paralegals' fees and expenses paid or incurred by the Administrative Agent, the Issuing Banks and the Lenders in endeavoring to collect all or any part of the Secured Obligations from, or in prosecuting any action against, any Borrower, any Loan Guarantor or any other guarantor of all or any part of the Secured Obligations (such costs and expenses, together with the Secured Obligations, being collectively called the "Guaranteed Obligations"). Each Borrower and each other Loan Party further agrees that the Guaranteed Obligations may be extended or renewed in whole or in part without notice to or further assent from it, and that it remains bound upon its guarantee notwithstanding any such extension or renewal. All terms of this Guarantee apply to and may be enforced by or on behalf of any domestic or foreign branch or Affiliate of any Lender or Issuing Bank that extended any portion of the Guaranteed Obligations.

SECTION 10.02 Guarantee of Payment. This Guarantee is a Guarantee of payment and not of collection. Each Borrower and each other Loan Party waives any right to require the Administrative Agent, the Canadian Administrative Agent, any Issuing Bank, any Lender or any other Lender Party to sue any Borrower, any other Borrower, any other guarantor, or any other Person obligated for all or any part of the Guaranteed Obligations (each, a "Obligated Party"), or to enforce its rights against any collateral securing all or any part of the Guaranteed Obligations.

SECTION 10.03 No Discharge or Diminishment of Guarantee.

(a) Except as otherwise provided for herein, the obligations of each Borrower and each other Loan Party hereunder are unconditional and absolute and not subject to any reduction, limitation, impairment or termination for any reason (other than the payment in full in cash of the Guaranteed Obligations), including: (i) any claim of waiver, release, extension, renewal, settlement, surrender, alteration, or compromise of any of the Guaranteed Obligations, by operation of law or otherwise; (ii) any change in the corporate existence, structure or ownership of any Borrower or any other Loan Party or any other guarantor of or other Person liable for any of the Guaranteed Obligations; (iii) any insolvency, bankruptcy, reorganization or other similar proceeding affecting any Obligated Party or its assets or any resulting release or discharge of any obligation of any Obligated Party; or (iv) the existence of any claim, setoff or other right which any Borrower may have at any time against any Obligated Party, the Administrative Agent, the Canadian Administrative Agent, any Issuing Bank, any Lender, or any other Person, whether in connection herewith or in any unrelated transaction.

(b) The obligations of each Borrower and each other Loan Party hereunder are not subject to any defense or setoff, counterclaim, recoupment, or termination whatsoever by reason of the invalidity, illegality, or unenforceability of any of the Guaranteed Obligations or otherwise, or any provision of

applicable law or regulation purporting to prohibit payment by any Obligated Party, of the Guaranteed Obligations or any part thereof.

(c) Further, the obligations of any Borrower and each other Loan Party hereunder are not discharged or impaired or otherwise affected by: (i) the failure of the Administrative Agent, the Canadian Administrative Agent, any Issuing Bank, any Lender or any other Lender Party to assert any claim or demand or to enforce any remedy with respect to all or any part of the Guaranteed Obligations; (ii) any waiver or modification of or supplement to any provision of any agreement relating to the Guaranteed Obligations; (iii) any release, non-perfection or invalidity of any indirect or direct security for the obligations of any Borrower for all or any part of the Guaranteed Obligations or any obligations of any other guarantor of or other Person liable for any of the Guaranteed Obligations; (iv) any action or failure to act by the Administrative Agent, the Canadian Administrative Agent, any Issuing Bank, any Lender or any other Lender Party with respect to any collateral securing any part of the Guaranteed Obligations; or (v) any default, failure or delay, willful or otherwise, in the payment or performance of any of the Guaranteed Obligations, or any other circumstance, act, omission or delay that might in any manner or to any extent vary the risk of such Borrower, such other Loan Party or that would otherwise operate as a discharge of any Borrower as a matter of law or equity (other than the payment in full in cash of the Guaranteed Obligations).

SECTION 10.04 Defenses Waived. To the fullest extent permitted by applicable law, each Borrower and each other Loan Party hereby waives any defense based on or arising out of any defense of any Borrower or the unenforceability of all or any part of the Guaranteed Obligations from any cause, or the cessation from any cause of the liability of any Borrower or such other Loan Party, other than the payment in full in cash of the Guaranteed Obligations. Without limiting the generality of the foregoing, each Borrower and each other Loan Party irrevocably waives acceptance hereof, presentment, demand, protest and, to the fullest extent permitted by law, any notice not provided for herein, as well as any requirement that at any time any action be taken by any Person against any Obligated Party or any other Person. Each Borrower and each other Loan Party confirms that it is not a surety under any state law and shall not raise any such law as a defense to its obligations hereunder. The Administrative Agent may, at its election, foreclose on any Collateral held by it by one or more judicial or nonjudicial sales, accept an assignment of any such Collateral in lieu of foreclosure or otherwise act or fail to act with respect to any collateral securing all or a part of the Guaranteed Obligations, compromise or adjust any part of the Guaranteed Obligations, make any other accommodation with any Obligated Party or exercise any other right or remedy available to it against any Obligated Party, without affecting or impairing in any way the liability of such Borrower or such other Loan Party under this Guarantee except to the extent the Guaranteed Obligations have been fully and paid in cash. To the fullest extent permitted by applicable law, each Borrower and each other Loan Party waives any defense arising out of any such election even though that election may operate, pursuant to applicable law, to impair or extinguish any right of reimbursement or subrogation or other right or remedy of any Borrower or of any other Loan Party against any Obligated Party or any security.

SECTION 10.05 Rights of Subrogation. No Loan Party will assert any right, claim or cause of action, including, without limitation, a claim of subrogation, contribution or indemnification that it has against any Obligated Party, or any Collateral, until the Loan Parties have fully performed all their obligations to the Administrative Agent, the Canadian Administrative Agent, the Issuing Banks, the Lenders and the other Lender Parties.

SECTION 10.06 Reinstatement; Stay of Acceleration. If at any time any payment of any portion of the Guaranteed Obligations is rescinded or must otherwise be restored or returned upon the insolvency, bankruptcy or reorganization of any Borrower, any other Loan Party or otherwise, such Borrower's and such other Loan Party's obligations under this Guarantee with respect to that payment shall be reinstated at such time as though the payment had not been made and whether or not the Administrative Agent, the

Canadian Administrative Agent, the Issuing Banks, the Lenders or the other Lender Parties are in possession of this Guarantee. If acceleration of the time for payment of any of the Guaranteed Obligations is stayed upon the insolvency, bankruptcy or reorganization of any Borrower or any other Loan Party, all such amounts otherwise subject to acceleration under the terms of any agreement relating to the Guaranteed Obligations shall nonetheless be payable by the Borrowers forthwith on demand by the Administrative Agent.

SECTION 10.07 Information. Each Borrower and each other Loan Party assumes all responsibility for being and keeping itself informed of the other Borrowers' financial condition and assets, and of all other circumstances bearing upon the risk of nonpayment of the Guaranteed Obligations and the nature, scope and extent of the risks that each Borrower assumes and incurs under this Guarantee, and agrees that none of the Administrative Agent, any Issuing Bank or any Lender shall have any duty to advise any Borrower of information known to it regarding those circumstances or risks.

SECTION 10.08 Taxes. The provisions of Section 2.17 shall apply mutatis mutandis to all payments by the Borrowers of the Guaranteed Obligations.

SECTION 10.09 Maximum Liability. The provisions of this Guarantee are severable, and in any action or proceeding involving any state corporate law, or any state, federal or foreign bankruptcy, insolvency, reorganization or other law affecting the rights of creditors generally, if the obligations of any Borrower under this Guarantee would otherwise be held or determined to be avoidable, invalid or unenforceable on account of the amount of such Borrower's liability under this Guarantee, then, notwithstanding any other provision of this Guarantee to the contrary, the amount of such liability shall, without any further action by the Borrower or the Lenders, be automatically limited and reduced to the highest amount that is valid and enforceable as determined in such action or proceeding (such highest amount determined hereunder being the relevant Borrower's "Maximum Liability"). This Section with respect to the Maximum Liability of each Borrower is intended solely to preserve the rights of the Lenders to the maximum extent not subject to avoidance under applicable law, and no Borrower nor any other Person or entity shall have any right or claim under this Section with respect to such Maximum Liability, except to the extent necessary so that the obligations of any Borrower hereunder shall not be rendered voidable under applicable law. Each Borrower agrees that the Guaranteed Obligations may at any time and from time to time exceed the Maximum Liability of each Borrower without impairing this Guarantee or affecting the rights and remedies of the Lenders hereunder; provided that nothing in this sentence shall be construed to increase any Borrower's obligations hereunder beyond its Maximum Liability.

SECTION 10.10 Contribution. In the event any Borrower (a "Paying Borrower") shall make any payment or payments under this Guarantee or shall suffer any loss as a result of any realization upon any collateral granted by it to secure its obligations under this Guarantee, each other Borrower (each a "Non-Paying Borrower") shall contribute to such Paying Borrower an amount equal to such Non-Paying Borrower's Applicable Share of such payment or payments made, or losses suffered, by such Paying Borrower. For purposes of this Section, each Non-Paying Borrower's "Applicable Share" with respect to any such payment or loss by a Paying Borrower shall be determined as of the date on which such payment or loss was made by reference to the ratio of (a) such Non-Paying Borrower's Maximum Liability as of such date (without giving effect to any right to receive, or obligation to make, any contribution hereunder) or, if such Non-Paying Borrower's Maximum Liability has not been determined, the aggregate amount of all monies received by such Non-Paying Borrower from the other Borrowers after the Effective Date (whether by loan, capital infusion or by other means) to (b) the aggregate Maximum Liability of all Borrowers hereunder (including such Paying Borrower) as of such date (without giving effect to any right to receive, or obligation to make, any contribution hereunder), or to the extent that a Maximum Liability has not been determined for any Borrower, the aggregate amount of all monies received by such Borrowers from the other Borrowers after the Effective Date (whether by loan, capital infusion or by other means).

Nothing in this provision shall affect any Borrower's several liability for the entire amount of the Guaranteed Obligations (up to such Borrower's Maximum Liability). Each of the Borrowers covenants and agrees that its right to receive any contribution under this Guarantee from a Non-Paying Borrower shall be subordinate and junior in right of payment to the payment in full in cash of the Guaranteed Obligations. This provision is for the benefit of both the Administrative Agent, the Canadian Administrative Agent, the Issuing Banks, the Lenders and the Borrowers and may be enforced by any one, or more, or all of them in accordance with the terms hereof.

SECTION 10.11 Liability Cumulative. The liability of each Borrower and each other Loan Party under this Article X is in addition to and shall be cumulative with all other liabilities of each Borrower and each other Loan Party to the Administrative Agent, the Canadian Administrative Agent, the Issuing Banks and the Lenders under this Agreement and the other Loan Documents to which such Borrower or such other Loan Party is a party or in respect of any obligations or liabilities of the other Borrowers or other Loan Parties, without any limitation as to amount, unless the instrument or agreement evidencing or creating such other liability specifically provides to the contrary.

ARTICLE XI

[Reserved.]

ARTICLE XII

The Borrower Representative

SECTION 12.01 Appointment; Nature of Relationship. The Company is hereby appointed by each of the Borrowers as its contractual representative (herein referred to as the "Borrower Representative") hereunder and under each other Loan Document, and each of the Borrowers irrevocably authorizes the Borrower Representative to act as the contractual representative of such Borrower with the rights and duties expressly set forth herein and in the other Loan Documents. The Borrower Representative agrees to act as such contractual representative upon the express conditions contained in this Article XII. Additionally, the Borrowers hereby appoint the Borrower Representative as their agent to receive all of the proceeds of the Loans in the Funding Account(s), at which time the Borrower Representative shall promptly disburse such Loans to the appropriate Borrower. The Administrative Agent, the Canadian Administrative Agent, the Issuing Banks and the Lenders, and their respective Related Parties, shall not be liable to the Borrower Representative or any Borrower for any action taken or omitted to be taken by the Borrower Representative or the Borrowers pursuant to this Section.

SECTION 12.02 Powers. The Borrower Representative shall have and may exercise such powers under the Loan Documents as are specifically delegated to the Borrower Representative by the terms of each thereof, together with such powers as are reasonably incidental thereto. The Borrower Representative shall have no implied duties to the Borrowers, or any obligation to the Lenders to take any action thereunder except any action specifically provided by the Loan Documents to be taken by the Borrower Representative.

SECTION 12.03 Employment of Agents. The Borrower Representative may execute any of its duties as the Borrower Representative hereunder and under any other Loan Document by or through authorized officers.

SECTION 12.04 Notices. Each Borrower shall immediately notify the Borrower Representative of the occurrence of any Default hereunder referring to this Agreement describing such Default and stating that such notice is a "notice of default." In the event that the Borrower Representative

receives such a notice, the Borrower Representative shall give prompt notice thereof to the Administrative Agent and the Lenders. Any notice provided to the Borrower Representative hereunder shall constitute notice to each Borrower on the date received by the Borrower Representative.

SECTION 12.05 Successor Borrower Representative. Upon the prior written consent of the Administrative Agent, the Borrower Representative may resign at any time, such resignation to be effective upon the appointment of a successor Borrower Representative. The Administrative Agent shall give prompt written notice of such resignation to the Lenders.

SECTION 12.06 Execution of Loan Documents; Borrowing Base Certificate. The Borrowers hereby empower and authorize the Borrower Representative, on behalf of the Borrowers, to execute and deliver to the Administrative Agent, the Canadian Administrative Agent and the Lenders the Loan Documents and all related agreements, certificates, documents, or instruments as shall be necessary or appropriate to effect the purposes of the Loan Documents, including without limitation, the Borrowing Base Certificates and the Compliance Certificates. Each Borrower agrees that any action taken by the Borrower Representative or the Borrowers in accordance with the terms of this Agreement or the other Loan Documents, and the exercise by the Borrower Representative of its powers set forth therein or herein, together with such other powers that are reasonably incidental thereto, shall be binding upon all of the Borrowers.

SECTION 12.07 Reporting. Each Borrower hereby agrees that such Borrower shall furnish promptly after each fiscal month to the Borrower Representative any certificate or report requested by the Borrower Representative, on which the Borrower Representative shall rely to prepare the Borrowing Base Certificates and Compliance Certificates required pursuant to the provisions of this Agreement.

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Schedule 5.21
Required Milestones

The Loan Parties shall use their reasonable best efforts to pursue and implement the Restructuring Transactions as defined in, and in accordance with, the RSA and shall, as such time periods may be extended by the Required Lenders, achieve the following milestones, all in form and substance satisfactory to the Administrative Agent:

- (a) on or before five (5) days after the Petition Date, the Court shall have entered the Interim Order;
- (b) on or before ten (10) days after the Petition Date, the Loan Parties shall file with the Court a motion to seeking to implement procedures for store closings;
- (c) on or before ten (10) Business Days after the Petition Date, the Loan Parties shall file with the Court a motion to requesting an order of the Court extending the lease assumption/rejection period such that the lease assumption/rejection period shall be two hundred and ten (210) days from the Petition Date;
- (d) on or before fourteen (14) days after the Petition Date, the Loan Parties shall have delivered to the Administrative Agent a plan for optimization of the leased property portfolio and real estate portfolio (the “Lease Optimization Plan”);
- (e) on or before fifteen (15) days after the Petition Date, the Loan Parties shall file with the Court an Acceptable Plan and a disclosure statement with respect to such Acceptable Plan (the “Disclosure Statement”); provided, that the Loan Parties’ compliance with this milestone shall not be affected by technical and immaterial changes and other changes, modifications and supplements to such Acceptable Plan and Disclosure Statement that are reasonably acceptable to the Administrative Agent and Required Lenders filed with the Court subsequent to the original filing of such Acceptable Plan and Disclosure Statement;
- (f) on or before thirty-five (35) days after the Petition Date, the Court shall have entered the Final Order;
- (g) on or before forty (40) days after the Petition Date, the Court shall have entered an order implementing procedures for store closings;
- (h) on or before fifty (50) days after the Petition Date, the Court shall have entered an order extending the lease assumption/rejection period such that the lease assumption/rejection period shall be two hundred and ten (210) days from the Petition Date;
- (i) on or before seventy (70) days after the Petition Date, the Court shall have entered an order approving the Disclosure Statement;

(j) on or before seventy (70) days after the Petition Date, the Loan Parties shall have achieved results/outcome of the implementation of the Lease Optimization Plan acceptable to the Administrative Agent;

(k) on or before seventy-five (75) days after the Petition Date, unless the Court shall have entered an order approving the Disclosure Statement on or before seventy (70) days after the Petition Date, the Loan Parties shall have (i) delivered bid packages to liquidators with respect to the liquidation of all or substantially all of the assets of the Loan Parties based on a fee and equity basis, which bid packages shall include a request for bids to be received by the Loan Parties within five days and (ii) provided the Administrative Agent and the Lenders with the names of such prospective liquidators;

(l) on or before one hundred and five (105) days after the Petition Date, the Court shall have entered the Confirmation Order; and

(m) on or before one hundred and twenty (120) days after the Petition Date, the Acceptable Plan shall be effective and the Debtors shall have emerged from the Cases.

This is Exhibit "I"
to the affidavit of Holly Etlin,
sworn before me on the 4 day
of August, 2020

A large, stylized handwritten signature in black ink, written over the text of the affidavit. The signature is fluid and cursive, with a long horizontal stroke extending to the right.

Commissioner for Taking Affidavits

Court File No. _____

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**

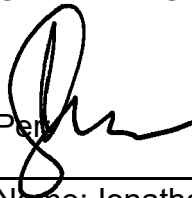
**AN APPLICATION OF MOORES THE SUIT PEOPLE CORP.
UNDER SECTION 46 OF THE *COMPANIES' CREDITORS ARRANGEMENT*
ACT, R.S.C. 1985, c. C-36, AS AMENDED**

CONSENT

The undersigned, Grant Thornton Limited ("**GTL**"), hereby consents to the appointment of GTL as Information Officer in the above captioned proceeding and the terms of an order substantially in the form filed in these proceedings.

DATED at Toronto, this 4th day of August, 2020

GRANT THORNTON LIMITED


Per _____

Name: Jonathan Krieger
Title: Senior Vice President

TAB 3

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

THE HONOURABLE MARKUS KOEHNEN) WEDNESDAY, THE 5th DAY OF AUGUST,
) 2020
)

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 ON SCHEDULE "A" HERETO

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

INITIAL RECOGNITION ORDER
(FOREIGN MAIN PROCEEDING)

THIS APPLICATION made by Moores The Suit People Corp. ("**Moores**" or the "**Foreign Representative**") in its capacity as the foreign representative for itself and for the other companies listed at Schedule "A" hereof (collectively, the "**Chapter 11 Debtors**"), pursuant to the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the "**CCAA**"), for an order substantially in the form enclosed in the Application Record was heard on this day by this Court via a teleconference hearing;

ON READING the Notice of Application, the affidavit of Holly Etlin sworn August 4, 2020 (the "**Etlin Affidavit**"), the affidavit of service of Rémi Leprévost sworn August 4, 2020 (the "**Leprévost Affidavit**"), the preliminary report of Grant Thornton Limited as proposed

information officer (the "Information Officer") dated August 4, 2020 each filed in the Court record, and upon being provided with copies of the documents required by Section 46 of the CCAA;

AND UPON HEARING the submissions of counsel for the Foreign Representative, counsel for the Information Officer and counsel for JPMorgan Chase Bank N.A., Toronto Branch, as Canadian Administrative Agent, and upon being advised that no other persons appearing for any other person on the service list, although duly served with the Application Record, as appears from the Leprévost Affidavit:

SERVICE

1. **THIS COURT ORDERS** that the time for service of the Application Record is hereby abridged and validated so that this Application is properly returnable today and hereby dispenses with further service thereof.

FOREIGN REPRESENTATIVE

2. **THIS COURT ORDERS AND DECLARES** that the Foreign Representative is a "*foreign representative*", as defined in section 45 of the CCAA, of the Chapter 11 Debtors in respect of the proceedings commenced by the Chapter 11 Debtors under Chapter 11 of Title 11 of the *United States Code* in the United States Bankruptcy Court for the Southern District of Texas, Houston Division (the "**U.S. Bankruptcy Proceedings**"), and that the Foreign Representative is entitled to bring this Application pursuant to Section 46 of the CCAA.

CENTRE OF MAIN INTEREST AND RECOGNITION OF FOREIGN PROCEEDING

3. **THIS COURT DECLARES** that the centre of main interest for each of the Chapter 11 Debtors is in the United States of America, and that the U.S. Bankruptcy Proceedings

are “*foreign main proceedings*”, as defined in section 45 of the CCAA, for the purposes of Sections 46 and 47 of the CCAA.

STAY OF PROCEEDINGS

4. **THIS COURT ORDERS** that until and including otherwise ordered by this Court:
- (a) all proceedings taken or that might be taken against any Chapter 11 Debtor under the *Bankruptcy and Insolvency Act* or the *Winding-up and Restructuring Act* are stayed;
 - (b) further proceedings in any action, suit or proceeding against any Chapter 11 Debtor are restrained; and
 - (c) the commencement of any action, suit or proceeding against any Chapter 11 Debtor is prohibited.

NO SALE OF PROPERTY

5. **THIS COURT ORDERS** that, except with leave of this Court, each of the Chapter 11 Debtors is prohibited from selling or otherwise disposing of:
- (a) outside the ordinary course of its business, any of its property in Canada that relates to its business in Canada; and
 - (b) any of its other property in Canada.

GENERAL

6. **THIS COURT HEREBY REQUESTS** the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada, to give effect to this Order and to assist the Chapter 11 Debtors and the Foreign Representative and their respective counsel and agents in carrying out the terms of this Order.

7. **THIS COURT ORDERS AND DECLARES** that this Order shall be effective as of 12:01 a.m. (Toronto time) of the date of this Order.

8. **THIS COURT ORDERS** that any interested party may apply to this Court to vary or amend this Order or seek other relief on not less than seven (7) days notice to the Chapter 11 Debtors, the Foreign Representative, the Information Officer and their respective counsel, and to any other party or parties likely to be affected by the order sought, or upon such other notice, if any, as this Court may order.

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.

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

Proceeding commenced at Toronto

ORDER

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Lawyers for the Applicant

TAB 4

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

THE HONOURABLE MARKUS KOEHNEN) WEDNESDAY, THE 5th DAY OF AUGUST,
) 2020
)

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 ON SCHEDULE "A" HERETO

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

SUPPLEMENTAL ORDER
(FOREIGN MAIN PROCEEDING)

THIS APPLICATION made by Moores The Suit People Corp. ("**Moores**" or the "**Foreign Representative**") in its capacity as the foreign representative for itself and for the other companies listed at Schedule "A" hereof (the "**Chapter 11 Debtors**") pursuant to the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the "**CCAA**"), for an order substantially in the form enclosed in the Application Record was heard on this day by this Court via a teleconference hearing;

ON READING the Notice of Application, the affidavit of Holly Etlin sworn August 4, 2020 (the "**Etlin Affidavit**"), the affidavit of service of Rémi Leprévost sworn August 4, 2020, the pre-filing report of Grant Thornton Limited as proposed information officer ("GT" or the

“**Information Officer**”) dated August 4, 2020, each filed in the Court record, and upon being provided with copies of the documents required by Section 46 of the CCAA;

AND UPON HEARING the submissions of counsel for the Foreign Representative, counsel for the proposed Information Officer, counsel for JPMorgan Chase Bank N.A., Toronto Branch, as Canadian Administrative Agent to the lender parties under the DIP Financing Agreement (as defined below), and upon being advised that no other persons appearing for any other person on the service list, although duly served with the Application Record, as appears from the Leprévost Affidavit;

SERVICE

1. **THIS COURT ORDERS** that the time for service and filing of the Notice of Application and the Application Record is hereby abridged and validated so that this Application is properly returnable today and hereby dispenses with further service and filing thereof.

INITIAL RECOGNITION ORDER

2. **THIS COURT ORDERS** that any capitalized terms not otherwise defined herein shall have the meanings given to such terms in the Initial Recognition Order (Foreign Main Proceedings) dated August 5, 2020 (the “**Initial Recognition Order**”).
3. **THIS COURT ORDERS** that the provisions of this Supplemental Order shall be interpreted in a manner complementary and supplementary to the provisions of the Initial Recognition Order, provided that in the event of a conflict between the provisions of this Supplemental Order and the provisions of the Initial Recognition Order, the provisions of the Initial Recognition Order shall govern.

RECOGNITION OF CHAPTER 11 ORDERS

4. **THIS COURT ORDERS** that the following orders, attached to this Order as Schedules “B” to “K” (collectively, the “**Chapter 11 Orders**”), issued by the United States Bankruptcy Court, Southern District of Texas, Houston Division (the “**U.S. Bankruptcy Court**”) made in the proceedings commenced before it by the Chapter 11 Debtors under Chapter 11 of Title 11 of the *United States Code* (the “**U.S. Bankruptcy Proceedings**”) are hereby recognized and given full force and effect in all provinces and territories of Canada pursuant to Section 49 of the CCAA:

- (a) the Interim Cash Management Order;
- (b) the Interim Customer Programs Order;
- (c) the Interim DIP Order;
- (d) the Insurance Order;
- (e) the Joint Administration Order;
- (f) the Interim NOL Order;
- (g) the Prime Clerk Retention Order;
- (h) the Surety Bond Order;
- (i) the Prepetition Taxes Order; and
- (j) the Prepetition Wages Order;

provided, however, that in the event of any conflict between the terms of the Chapter 11 Orders and the Orders of this Court made in the within proceedings, the Orders of this Court shall govern with respect to Property (as defined below) in Canada.

APPOINTMENT OF INFORMATION OFFICER

5. **THIS COURT ORDERS** that GT is hereby appointed as an officer of this Court, with the powers and duties set out herein.

NO PROCEEDINGS AGAINST THE CHAPTER 11 DEBTORS OR THE PROPERTY

6. **THIS COURT ORDERS** that until such date as this Court may order (the "**Stay Period**"), no proceeding or enforcement process in any court or tribunal in Canada (each, a "**Proceeding**") shall be commenced or continued against or in respect of the Chapter 11 Debtors or affecting their business (the "**Business**") or their current and future assets, undertakings and properties of every nature and kind whatsoever, and wherever situate including all proceeds thereof (the "**Property**"), except with written consent of the relevant Chapter 11 Debtor or leave of this Court, and any and all Proceedings currently under way against or in respect of any of the Chapter 11 Debtors or affecting the Business or the Property are hereby stayed and suspended pending further Order of this Court.

NO EXERCISE OF RIGHTS OR REMEDIES

7. **THIS COURT ORDERS** that during the Stay Period, all rights and remedies of any individual, firm, corporation, governmental body or agency, or any other entities (all of the foregoing, collectively being "**Persons**" and each being a "**Person**") against or in respect of the Chapter 11 Debtors, or affecting the Business or the Property, are hereby stayed and suspended except with written consent of the relevant Chapter 11 Debtor or leave of this Court, provided that nothing in this Order shall (i) prevent the assertion of or the exercise of

rights and remedies outside of Canada, (ii) empower any of the Chapter 11 Debtors to carry on any business in Canada which that Chapter 11 Debtor is not lawfully entitled to carry on, (iii) affect such investigations or Proceedings by a regulatory body as are permitted by section 11.1 of the CCAA, (iv) prevent the filing of any registration to preserve or perfect a security interest, or (v) prevent the registration of a claim for lien.

NO INTERFERENCE WITH RIGHTS

8. **THIS COURT ORDERS** that during the Stay Period, no Person shall discontinue, fail to honour, alter, interfere with, repudiate, terminate or cease to perform any right, renewal right, contract, agreement, licence or permit in favour of or held by any of the Chapter 11 Debtors in respect of or affecting the Business in Canada, except with written consent of the relevant Chapter 11 Debtor or leave of this Court.

ADDITIONAL PROTECTIONS

9. **THIS COURT ORDERS** that during the Stay Period, all Persons having oral or written agreements with the Chapter 11 Debtors (or any of them) or statutory or regulatory mandates for the supply of goods and/or services in Canada, including without limitation all computer software, communication and other data services, centralized banking services, payroll services, insurance, transportation services, utility or other services provided in respect of the Property or Business of the Chapter 11 Debtors, are hereby restrained until further Order of this Court from discontinuing, altering, interfering with or terminating the supply of such goods or services as may be required by the Chapter 11 Debtors, and that the Chapter 11 Debtors shall be entitled to the continued use in Canada of their current premises, telephone numbers, facsimile numbers, internet addresses and domain names.

10. **THIS COURT ORDERS** that during the Stay Period, and except as permitted by subsection 11.03(2) of the CCAA, no Proceeding may be commenced or continued against

any of the former, current or future directors or officers of the Chapter 11 Debtors with respect to any claim against the directors or officers that arose before the date hereof and that relates to any obligations of the Chapter 11 Debtors whereby the directors or officers are alleged under any law to be liable in their capacity as directors or officers for the payment or performance of such obligations.

11. **THIS COURT ORDERS** that no Proceeding shall be commenced or continued against or in respect of the Information Officer, except with leave of this Court. In addition to the rights and protections afforded the Information Officer herein, or as an officer of this Court, the Information Officer shall have the benefit of all of the rights and protections afforded to a Monitor under the CCAA, and shall incur no liability or obligation as a result of its appointment or the carrying out of the provisions of this Order, save and except for any gross negligence or wilful misconduct on its part.

OTHER PROVISIONS RELATING TO INFORMATION OFFICER

12. **THIS COURT ORDERS** that the Information Officer:

- (a) is hereby authorized to provide such assistance to the Foreign Representative in the performance of its duties as the Foreign Representative may reasonably request;
- (b) shall report to this Court periodically with respect to the status of these proceedings and the status of the U.S. Bankruptcy Proceedings, which reports may include information relating to the Property, the Business, or such other matters as may be relevant to the proceedings herein;
- (c) in addition to the periodic reports referred to in paragraph 12(b) above, the Information Officer may report to this Court at such other times and intervals

as the Information Officer may deem appropriate with respect to any of the matters referred to in paragraph 12(b) above;

- (d) shall have full and complete access to the Property, including the premises, books, records, data, including data in electronic form, and other financial documents of the Chapter 11 Debtors, to the extent that is necessary to perform its duties arising under this Order; and
- (e) shall be at liberty to engage independent legal counsel or such other persons as the Information Officer deems necessary or advisable respecting the exercise of its powers and performance of its obligations under this Order.

13. **THIS COURT ORDERS** that the Chapter 11 Debtors and the Foreign Representative shall, (i) advise the Information Officer of material steps and events in the present CCAA proceedings or in the U.S. Bankruptcy Proceedings, (ii) co-operate fully with the Information Officer in the exercise of its powers and discharge of its obligations, and (iii) provide the Information Officer with the assistance that is necessary to enable the Information Officer to adequately carry out its functions.

14. **THIS COURT ORDERS** that the Information Officer shall not take possession of the Property and shall take no part whatsoever in the management or supervision of the management of the Business and shall not, by fulfilling its obligations hereunder, be deemed to have taken or maintained possession or control of the Business or Property, or any part thereof.

15. **THIS COURT ORDERS** that the Information Officer (i) shall post on its website all Orders of this Court made in these proceedings, all reports of the Information Officer filed herein, and such other materials as this Court may order from time to time, and (ii) may post on its website any other materials that the Information Officer deems appropriate.

16. **THIS COURT ORDERS** that the Information Officer may provide any creditor of a Chapter 11 Debtor with information provided by the Chapter 11 Debtors in response to reasonable requests for information made in writing by such creditor addressed to the Information Officer. The Information Officer shall not have any responsibility or liability with respect to the information disseminated by it pursuant to this paragraph. In the case of information that the Information Officer has been advised by the Chapter 11 Debtors is privileged or confidential, the Information Officer shall not provide such information to creditors unless otherwise directed by this Court or on such terms as the Information Officer, the Foreign Representative and the relevant Chapter 11 Debtors may agree.

17. **THIS COURT ORDERS** that Canadian counsel to the Chapter 11 Debtors, the Information Officer and counsel to the Information Officer shall be paid by the Chapter 11 Debtors their reasonable fees and disbursements incurred in respect of these proceedings, both before and after the making of this Order, in each case at their standard rates and charges unless otherwise ordered by the Court on the passing of accounts. The Chapter 11 Debtors are hereby authorized and directed to pay the accounts of Canadian counsel to the Chapter 11 Debtors, the Information Officer and counsel for the Information Officer

forthwith upon receipt.

18. **THIS COURT ORDERS** that, if requested by the Foreign Representative, this Court or any interested party, the Information Officer and its legal counsel shall pass their accounts from time to time, and for this purpose the accounts of the Information Officer and its legal counsel are hereby referred to a judge of the Commercial List of the Ontario Superior Court of Justice, and the accounts of the Information Officer and its counsel shall not be subject to approval in the Foreign Proceeding.

19. **THIS COURT ORDERS** that the Information Officer and counsel to the Information Officer shall be entitled to the benefit of and are hereby granted a charge on the Property in Canada in the aggregate amount of \$600,000 (the "**Administration Charge**"), as security for their professional fees and disbursements incurred in respect of these proceedings, both before and after the making of this Order. The Administration Charge shall have the priority set out in paragraphs 21 and 23 hereof.

INTERIM FINANCING

20. **THIS COURT ORDERS** that the Agents (as such term is defined in the DIP Financing Agreement filed Exhibit "H" to the Etlin Affidavit (the "**DIP Financing Agreement**")), for and on behalf of themselves and the other Lenders (as such term is defined in the DIP Financing Agreement) shall be entitled to the benefit of and are hereby granted a charge on the Property in Canada (the "**DIP Lenders' Charge**"), as security for the Obligations (as such term is defined in the DIP Credit Agreement), which DIP Lenders' Charge shall be consistent with the liens and charges created by the Interim DIP Order, provided however that the DIP Lenders' Charge, with respect to the Property in Canada, shall have the priority set out in paragraphs 21 and 23 hereof, and further provided that the DIP Lenders' Charge shall not be enforced except with leave of this Court.

VALIDITY AND PRIORITY OF CHARGES CREATED BY THIS ORDER

21. **THIS COURT ORDERS** that the priorities of the Administration Charge and the DIP Lenders' Charge (collectively, the "**Charges**"), as among them, shall be as follows:

- (a) First, the Administration Charge (up to the maximum amount of \$600,000); and
- (b) Second, the DIP Lenders' Charge.

22. **THIS COURT ORDERS** that the filing, registration or perfection of the Charges shall not be required, and that the Charges shall be valid and enforceable for all purposes, including as against any right, title or interest filed, registered, recorded or perfected subsequent to the Charges coming into existence, notwithstanding any such failure to file, register, record or perfect the Charges.

23. **THIS COURT ORDERS** that the Charges (all as constituted and defined herein) shall constitute a charge on the Property in Canada and such Charges shall rank in priority to all other security interests, trusts, liens, charges, encumbrances and claims of secured creditors, statutory or otherwise (collectively, "**Encumbrances**") in favour of any Person.

24. **THIS COURT ORDERS** that except as otherwise expressly provided for herein, or as may be approved by this Court, the Chapter 11 Debtors shall not grant any Encumbrances over any Property in Canada that rank in priority to, or *pari passu* with, the Charges, unless the Chapter 11 Debtors also obtain the prior written consent of the Information Officer and the beneficiaries of the Charges.

25. **THIS COURT ORDERS** that the Charges shall not be rendered invalid or unenforceable and the rights and remedies of the chargees entitled to the benefit of the Charges (collectively, the "**Chargees**") shall not otherwise be limited or impaired in any way by (i) the pendency of these proceedings and the declarations of insolvency made

herein; (ii) any application(s) for bankruptcy or receivership order(s) issued pursuant to the BIA or otherwise, or any bankruptcy or receivership order made pursuant to such applications; (iii) the filing of any assignment for the general benefit of creditors made pursuant to the BIA; (iv) the provisions of any federal or provincial statutes; or (v) any negative covenants, prohibitions or other similar provisions with respect to borrowings, incurring debt or the creation of Encumbrances, contained in any existing loan documents, lease, sublease, offer to lease or other agreement (collectively, an "**Agreement**") which binds any Chapter 11 Debtor, and notwithstanding any provision to the contrary in any Agreement:

- (a) the creation of the Charges shall not create or be deemed to constitute a breach by a Chapter 11 Debtor of any Agreement to which it is a party;
- (b) none of the Chargees shall have any liability to any Person whatsoever as a result of any breach of any Agreement caused by or resulting from the creation of the Charges; and
- (c) the payments made by the Chapter 11 Debtors to the Chargees pursuant to this Order and the DIP Documents, and the granting of the Charges, do not and will not constitute a preference, fraudulent conveyance, transfer at undervalue, oppressive conduct, or other challengeable or voidable transaction under any applicable law.

26. **THIS COURT ORDERS** that any Charge created by this Order over leases of real property in Canada shall only be a Charge in the applicable Chapter 11 Debtor's interest in such real property leases.

SERVICE AND NOTICE

27. **THIS COURT ORDERS** that the Information Officer shall: i) without delay, publish in the Globe and Mail, National Edition, a notice containing the information prescribed under the CCAA; and ii) within five days after the date of this Order, (A) make this Order publicly available in the manner prescribed under the CCAA, (B) send, in the prescribed manner, a notice to every known Canadian creditor who has a claim against the Canadian Chapter 11 Debtors of more than \$1000, and (C) prepare a list showing the names and addresses of those creditors and the estimated amounts of those claims, and make it publicly available in the prescribed manner, all in accordance with Section 23(1)(a) of the CCAA and the regulations made thereunder.

28. **THIS COURT ORDERS** that the E-Service Guide of the Commercial List (the “Protocol”) is approved and adopted by reference herein and, in this proceeding, the service of documents made in accordance with the Guide (which can be found on the Commercial List website at <https://www.ontariocourts.ca/scj/practice/practice-directions/toronto/eservice-commercial/>) shall be valid and effective service. Subject to Rule 17.05 this Order shall constitute an order for substituted service pursuant to Rule 16.04 of the Rules of Civil Procedure. Subject to Rule 3.01(d) of the Rules of Civil Procedure and paragraph 13 of the Guide, service of documents in accordance with the Protocol will be effective on transmission. This Court further orders that a Case Website shall be established by the Information Officer in accordance with the Guide with the following URL: www.grantthornton.ca/moores.

29. **THIS COURT ORDERS** that if the service or distribution of documents in accordance with the Guide is not practicable, the Chapter 11 Debtors, the Foreign Representative and the Information Officer are at liberty to serve or distribute this Order, any other materials and orders in these proceedings and any notices or other

correspondence, by forwarding true copies thereof by prepaid ordinary mail, courier, personal delivery, facsimile, electronic message or other electronic transmission to the Chapter 11 Debtors' creditors or other interested parties and their advisors at their respective addresses as last shown on the records of the applicable Chapter 11 Debtor and that any such service or notice by courier, personal delivery, facsimile, electronic message or other electronic transmission shall be deemed to be received on the date of forwarding thereof, or if sent by ordinary mail, on the third business day after mailing. For greater certainty, any such distribution or service shall be deemed to be in satisfaction of a legal or juridical obligation, and notice requirements within the meaning of clause 3(c) of the *Electronic Commerce Protection Regulations* (SOR/2013-221);

GENERAL

30. **THIS COURT ORDERS** that the Information Officer may from time to time apply to this Court for advice and directions in the discharge of its powers and duties hereunder.

31. **THIS COURT ORDERS** that nothing in this Order shall prevent the Information Officer from acting as an interim receiver, a receiver, a receiver and manager, a monitor, a proposal trustee, or a trustee in bankruptcy of any of the Chapter 11 Debtors, the Business or the Property.

32. **THIS COURT HEREBY REQUESTS** the aid and recognition of any court, tribunal, regulatory, governmental or administrative body having jurisdiction in Canada, the United States or elsewhere, to give effect to this Order and to assist the Chapter 11 Debtors, the Foreign Representative, the Information Officer and their respective counsel and agents in carrying out the terms of this Order. All Courts, tribunals, regulatory, governmental and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Chapter 11 Debtors, the proposed Information Officer and

their respective counsel and agents, as may be necessary or desirable to give effect to this Order, or to assist the Chapter 11 Debtors, the proposed Information Officer and their respective counsel and agents in carrying out the terms of this Order.

33. **THIS COURT ORDERS** that each of the Chapter 11 Debtors, the Foreign Representative and the Information Officer be at liberty and is hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order.

34. **THIS COURT ORDERS** that the Guidelines for Communication and Cooperation between Courts in Cross-Border Insolvency Matters Issued by the Judicial Insolvency Network and adopted by this Court and the United States Bankruptcy Court and attached as Schedule "B" hereto), are hereby adopted by this Court for the purposes of these recognition proceedings.

35. **THIS COURT ORDERS** that any interested party may apply to this Court to vary or amend this Order or seek other relief on not less than seven (7) days notice to the Chapter 11 Debtors, the Foreign Representative, the Information Officer and their respective counsel, and to any other party or parties likely to be affected by the order sought, or upon such other notice, if any, as this Court may order.

36. **THIS COURT ORDERS AND DECLARES** that this Order shall be effective as of 12:01 a.m. (Toronto time) on the date of this Order.

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.

SCHEDULE “B”
GUIDELINES FOR COMMUNICATION AND COOPERATION BETWEEN COURTS IN
CROSS-BORDER INSOLVENCY MATTERS

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

Proceeding commenced at Toronto

ORDER

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